

Contract Documents and Bid Specifications for:



Dist. 71 Project 321 Creston Ave.(2)

Prepared by

The City of Jackson Planning & Development Department
Community Improvement Division

Bid Announcement: November 6, 2025

Sealed Bids Due: November 25, 2025

THIS PAGE INTENTIONALLY LEFT BLANK

Table of Contents

I.	ADVERTISEMENT FOR BIDS.....	5
II.	INSTRUCTIONS TO BIDDERS.....	7
III.	DEMOLITION CONTRACTORS' QUALIFICATIONS.....	8
IV.	OFFICIAL BID FORM.....	10
V.	SCOPE OF WORK.....	11
VI.	ASBESTOS REPORTS.....	12
VII.	DEMOLITION SPECIFICATIONS.....	12
VIII.	CERTIFICATE OF RESPONSIBILITY REQUIREMENTS.....	12
IX.	STANDARD DEMOLITION CONTRACT.....	12

THIS PAGE INTENTIONALLY LEFT BLANK

I. ADVERTISEMENT FOR BIDS

Sealed bids will be received by the City Clerk of Jackson, Mississippi, at 219 S. President Street, Jackson, Mississippi 39201 or at Post Office Box 17, Jackson, Mississippi 39205 until 3:30 PM, local time (CT), Tuesday, **November 25, 2025**, at which time they will be publicly opened and read aloud for:

The demolition and cleaning of parcels:

1. 611-141 located at 321 Creston Ave

The City of Jackson, Mississippi ("City of Jackson") is committed to cultivating and ensuring the quality of life of its citizens, through various programs, employment, initiatives, and assistance. The City encourages all persons, corporations, and/or entities doing business within the City, as well as those who seek to contract with the City on various projects and or conduct business in the City, to assist the City in achieving its goal by strongly considering City residents for employment opportunities.

Contract Documents may be obtained from and/or examined at the offices of the Community Improvement Division located at 200 S. President Street, Suite 331, Jackson, Mississippi 39201. Telephone 601.960.1054. Prospective bidders may obtain copies of all materials required for bidding purposes. There is NO charge for electronic or e-mail copies. Official bid documents can be downloaded from Central Bidding at www.centralbidding.com. Electronic bids can be submitted at www.centralbidding.com. For any questions relating to the electronic bidding process, please call Central Bidding at 225-810-4814.

Bid preparation will be in accordance with the Instructions to Bidders. The City reserves the right to reject any and all bids and to waive any and all irregularities in respect to any bid submitted or to accept any bid which is deemed most favorable to the City of Jackson.

by: _____

Samantha Graves, Manager

Community Improvement Division of Planning and Development

Mailing Address:

City Clerk
Post Office Box 17
Jackson, Mississippi 39205

Dates of Publication:

The Mississippi Link
November 6, 2025
November 13, 2025

The Jackson Advocate
November 6, 2025
November 13, 2025

Central Bidding
November 6, 2025
November 25, 2025

City of Jackson Bid Opportunities
November 6, 2025
November 25, 2025

MTAP (State Transparency Website)
November 6, 2025
November 25, 2025

II. INSTRUCTIONS TO BIDDERS

1. Sealed bids shall be delivered to the City Clerk of Jackson, Mississippi, at 219 S. President Street, Jackson, Mississippi 39201 or mailed to Post Office Box 17, Jackson, Mississippi 39205 until 3:30 PM, local time (CT), Tuesday, **November 25, 2025**, at which time they will be publicly opened and read aloud.

2. The sealed bid enveloped shall be marked **Sealed Bid for DIST. 71 PROJECT 321 CRESTON AVE (2)**, on the outside.

3. Each bidder shall write their Certificate of Responsibility Number on the outside of the sealed envelope containing their proposal.

5. Bids shall be submitted on the Official Bid Form provided with these specifications.

6. All Bids shall be accompanied by a Bid Bond made by a bonding company registered in the State of Mississippi, drawn and made payable to the order of the City of Jackson, Mississippi, in the amount equal to five percent (5%) of the Bid. The Bid Bond must be enclosed in the same envelope with the Bid. (No checks)

7. Official Bid Form and Scope of Work shall be submitted in triplicate (the original plus 2 copies) bound/stapled separately, along with a Bid Bond in the amount of 5% of the total project, in a sealed envelope or package and deposited with the City Clerk, City Hall, Jackson, Mississippi prior to the hour and date herein designated. No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

8. Cost of the demolition shall conform to the specifications provided.

9. The successful Bidder shall be required to execute the standard demolition contract upon City acceptance, a copy of which is provided herein.

10. The successful Bidder, upon City acceptance, shall provide proof of insurance, payment bond and performance bond in the amount of the contract. The date of the Bond must not be prior to the date of the Contract in connection with which it is given.

IMPORTANT: Surety companies executing BONDS (bid, performance or payment) must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the PROJECT is located.

11. Submitters are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

12. If there are any questions concerning these specifications, please contact the Community Improvement Division at 601-960-1054.

III. DEMOLITION CONTRACTORS' QUALIFICATIONS

All contractors must be licensed, bonded, and insured. Must provide a copy of state license (MSBOC), privilege license, surety bond, and proof of insurance.

- A contractor must be registered and updated in the SAM.gov system
- DUNS & Bradstreet Number
- EIN, EFIN, SSN OR SIN #
- Privilege License
- Bid Bond
- MSBOC license should be either a residential builder, demolition, or excavation

SUCCESSFUL BIDDER SHALL PROVIDE

- Certificate of Liability Insurance:
 - General Liability Insurance with maximum bodily injury coverage of not less than \$1,000,000.00 and \$1,000,000.00 per occurrence
 - Automobile Liability insurance coverage with minimum limits for injury to person or property of not less than \$25,000 per person and \$50,000.00 per occurrence
 - Pollution insurance of not less than \$500,000
 - Workman's Compensation Insurance is required for sickness, disability, or other injury of an employee arising out of and in the course of the employment
- Performance Bond
- Payment Bond
- Obtain any permits that may be required
- Certified Abatement Supervisor MUST be on site
- MUST be able to provide dump receipts for all work performed
- Access to heavy equipment necessary for efficient and safe demolition work

The City may make such investigation, as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City all such information and data for this purpose as the city may request. The City reserves the right to reject any Bid if the evidence submitted by or investigation of such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligation of the Contract and to complete the work contemplated therein.

IV. OFFICIAL BID FORM

City of Jackson, Community Improvement

Official Bid Form

Project name: Dist. 71 Project 321 Creston Ave(2).

This is to certify that I have read the attached bidding documents completely, have inspected the sites and that the work to be furnished will meet or exceed the scope of work and specifications.

Company Name: _____

Authorized Signature: _____

Authorized Agent Name: _____

Authorized Agent Title: _____

Address: _____

Phone: _____

Email: _____

Date: _____

Bid Amount: _____

*** Include COR# on envelope**

***Include "Sealed Bid for Dist. 71 Project 321 Creston Ave(2). on the outside of the envelope.**

*** Along with a Bid Bond in the amount of 5% of the total project, submit a packet including the original Bid Form and Scope of Work; plus 2 copies of the packet, each bound or stapled separately.**

V. SCOPE OF WORK

PROJECT LOCATION: 321 Creston Ave

MAP PARCEL NUMBER: 611-141

CASE NUMBER: CE-24-18



Figure 1: 611-141 Located at 321 Creston Ave

SCOPE OF WORK: Demolish and remove remains of dilapidated structure(s), foundation, trash, debris, and any other items to ensure properties are clear and free of any and all health and safety hazards. Cut grass and weeds.

Bid amount \$ _____ Authorized Agent initials _____

VI. ASBESTOS REPORTS

Due to an unsafe structure, property should be treated containing as asbestos contaminated material. All materials must be handled pursuant to MDEQ asbestos demolition procedures, including any necessary abatement and the use of a landfill waste disposal facility that is approved or permitted to receive asbestos waste. Permitted asbestos waste disposal sites in the State of Mississippi may be found on the MDEQ web site.

VII. DEMOLITION SPECIFICATIONS

The Contractor shall perform the following:

1. Protection of existing adjacent structures and property.
2. Restoration of finish grade.
3. Removal from site of all excess debris.
4. Removal of all trash and refuse from site.
5. Removal of all overgrown vegetation.
6. Disconnecting, capping and sealing of existing sanitary service in accordance with instructions from the City's Director of Public Works.
7. Verify all utilities, prior to demolition, have been disconnected.

VIII. STATE CONTRACTOR LICENSE REQUIREMENTS

A State Contractor License supporting demolition will be required and must be provided prior to awarding of bid

IX. STANDARD DEMOLITION CONTRACT

See Appendix C

Appendix A: Asbestos Reports

Due to an unsafe structure, property should be treated containing as asbestos contaminated material. All materials must be handled pursuant to MDEQ asbestos demolition procedures, including any necessary abatement and the use of a landfill waste disposal facility that is approved or permitted to receive asbestos waste. Permitted asbestos waste disposal sites in the State of Mississippi may be found on the MDEQ web site.

Appendix C: Standard Demolition Contract



CITY OF JACKSON, MISSISSIPPI
Community Improvement Division

DEMOLITION CONTRACT

THIS AGREEMENT concerns the performance of work designed to remedy conditions on property which constitute a menace to public health, safety, and welfare and is made by the CITY OF JACKSON, MISSISSIPPI, hereinafter called the ("CITY"), and _____ having its principal place of business at _____ and mailing address of _____ hereinafter called the ("VENDOR").

WHEREAS, the City Council of Jackson, Mississippi authorized an agreement with _____ on _____, to remedy conditions which threaten public health, safety, and welfare on Parcel Number 220-8-4 bearing the physical address of 1525 Ellis Avenue in the City of Jackson, Mississippi; and

WHEREAS, it has been determined that the use of contract labor to address the conditions on the subject parcel(s) serves the best interest of the City of Jackson; and

WHEREAS, the City of Jackson solicited bids for performance of the work related to remedy the conditions on the subject parcel; and

WHEREAS, the VENDOR is willing to perform the work for the City based on the bid submitted;

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

SECTION 1 – LABOR AND MATERIALS

Contractor shall furnish all labor, materials, supervision, and services necessary to do the work specified in the Scope of Work attached in **Exhibit A** and made a part hereof for the sum of

\$ _____

SECTION 2 – NOTICE TO PROCEED

Vendor shall begin the work to be performed upon receipt of a written Notice to Proceed "NTP" (Exhibit B). The Vendor shall complete the work described in Exhibit A within thirty (30) calendar days of receipt of the NTP set forth in Exhibit B and attached hereto and made a part hereof. The City of Jackson 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 Jackson to afford vendor time to cure deficiencies in the work performed. The contract shall be deemed voidable ninety (90) days from the receipt of the written NTP if work has not been completed or at the discretion of the code enforcement officer.

SECTION 3 – SPECIFICATIONS, CODES AND REGULATIONS

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

SECTION 4 - INSURANCE

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

- A. Vendor shall, at its expense, carry General Liability Insurance, with maximum bodily injury coverage of not less than \$500,000 aggregate and \$500,000 per occurrence, and property damage coverage of not less than \$500,000 aggregate and \$500,000 per occurrence.
- B. Vendor shall provide, at its expense, all applicable Mississippi Workman'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. Vendor shall, at its expense, carry Automotive Public Liability Insurance, with maximum limits of not less than \$500,000 for one accident and Automotive Property Damage Insurance with maximum limits of not less than \$500,000 for one accident, to protect from all claims arising from the use of the following:
 - (1) Vendor'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. Vendor shall, at its expense, carry Owner's Protective Liability Insurance with the City of Jackson as a named insured and their servants, agents and employees as additional insured in amount not less than \$500,000 as well as property damage liability coverage in the amount of \$500,000 per occurrence and \$500,000 aggregate for all damages arising out of injury to or destruction of property during the policy period.
- E. Pollution Liability Insurance Coverage with limits equivalent to those stated for General Liability.

The Vendor 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 Vendor shall require each Subcontractor to carry insurance of the same kinds and in like amounts carried by the prime Vendor.

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 Vendor or Sub-vendor will be allowed to start any work pertaining to the Agreement until certificates of all insurance required herein are filed with and approved by the City. The Certificates shall show the type, amount, class of operations covered, effective dates and dates of expiration of policies.

SECTION 5 – ASBESTOS AND LEAD COMPLIANCE

Vendor 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:

- 1. The Vendor shall contact the City's inspector before disturbing any surfaces painted with lead paint to document the content of lead on all painted surfaces to be disturbed.

2. The Vendor shall conduct air quality monitoring when appropriate for the type of activity to determine the level of worker protection required by OSHA. If air quality monitoring results exceed 30 ug/cu for an 8-hour period, the worker blood testing and monitoring requirements provided by OSHA shall apply.
3. The Vendor shall provide personal protective equipment, including a respirator program, as is appropriate to the type of job as required by OSHA.
4. The Vendor shall provide proper containment of the work site and clean the work site not less than daily to contain lead dust.
5. The Vendor shall make proper facilities available for worker hygiene when entering or exiting a work area.
6. The Vendor shall provide for appropriate signage indicating the presence of a lead hazard when conducting work activities.
7. The Vendor shall ensure that specialized cleaning of containment areas is complete before re-occupancy by the occupant of the house. For activities that remove identified lead hazards, the contractor shall ensure that specialized cleaning is adequate to meet clearance standards adopted by the Department of Housing and Urban Development, (“HUD”) and the Mississippi Department of Health, (“MDH”).
8. The Vendor shall comply with all relevant MS laws as well as 10 CFR 10.6.080, 10 CFR 6.240, and 10 CFR 6.250, EPA regulations at 40 CFR Part 61 governing asbestos, and OSHA worker protection regulations.
9. The Vendor shall furnish documentation to the City upon execution of this agreement proving that vendor is qualified to abate asbestos or has entered into a subcontract with an individual qualified to perform asbestos abatement. If vendor subcontracts with an individual qualified to perform asbestos abatement, then a copy of the subcontract and the subcontractor’s asbestos abatement qualifications must be provided.
10. The vendor shall provide demolition notification to the MDEQ ten (10) days before demolition activity when asbestos is present.

SECTION 6 – PERMITS AND LICENSES

The Vendor **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 AND RESPONSIBILITY OF THE CONTRACTOR

The Vendor shall keep the premises clean and orderly during the course of the work and remove all debris as it accumulates. Materials and equipment that have been removed and replaced as part of the work shall belong to the Vendor, unless specified otherwise in the “Request for Quotes or Bids.” The Vendor shall also dispose of demolition debris in compliance with State and Federal laws. Vendor shall provide the City with receipts obtained in the disposal of demolition debris and all other materials removed from site. In lieu of disposal receipts for salvageable materials, Vendor shall submit proof of recycling or appropriate storage for repurposed materials. Vendors should provide a manifest for removal of tires. Tires must be dumped at a waste tire facility.

In the event that the Vendor must engage in excavation of any kind, the Vendor shall comply with the MS Dig Law set forth in Section 77-13-1 to 77-13-37 of the Mississippi Code Before beginning any excavation, unless otherwise provided in the MS Dig Law, the vendor shall provide not less than three (3) and not more than ten (10) working

days' advance written, electronic, or telephonic notice of the commencement, extent, location and duration of the excavation work to Mississippi 811, Incorporated, so that Mississippi 811, Incorporated, operator(s) may locate and mark the location of underground utility lines and underground facilities in the excavation area.

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. Vendor is responsible for all work carried out by all sub-vendors.

Vendor 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 Program giving rise to this contract during this or her tenure or for one year thereafter.

SECTION 9 – SUCCESSORS AND ASSIGNS

The Vendor binds itself, partners, successors, receivers, administrators, and assigns to the other party to this Agreement, and to the partners, successors, receivers, administrators, and assigns of each other party in respect of all of covenants this Agreement.

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 Jackson, Mississippi

John Horne, Mayor

200 S. President Street

Post Office Box 17

Jackson, Mississippi 39205-0017

SECTION 11 - DEFAULT AND TERMINATION PRIOR TO EXPIRATION OF TERM

- A. Defaults and Termination for Cause. If the Vendor (i) shall violate any substantial provision of this Agreement or if (ii) any material adverse change shall take place in the financial condition of the Vendor which would impair the Vendor's ability to perform its obligations hereunder, or (iii) should any of the Vendor's representations made hereunder prove to be incorrect or misleading (each an "Event of Default"); then the City may serve written notice upon the Vendor terminating this Agreement at a specified date, and this Agreement shall terminate on such date. The Notice shall provide reasonable instructions to Vendor concerning actions to be taken in order to affect the rescission or termination of the contract, and Vendor agrees to abide the reasonable instructions. The termination of the agreement based on default does not preclude or prohibit the City of Jackson 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 Jackson.
- 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 effected by delivering notice to the

Vendor. The Notice of Termination shall include reasonable instructions to the Contractor concerning actions to be taken in insuring that the termination is effective. Vendor agrees to abide by the reasonable instructions provided in the Notice of Termination. If termination is not for cause, the Vendor'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 Vendor 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 Vendor expressly agrees that under no circumstances shall the CITY be obligated to pay attorney's fees or the cost of legal action against the Vendor.

SECTION 14 - INDEMNIFICATION

The Vendor 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 Vendor, 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 Vendor's negligence or wrongful failure to perform.

SECTION 15 – GUARANTY

The Vendor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of final inspection. The Vendor 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 Vendor 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 Vendor 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 Vendor, do so and charge the Vendor 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 Vendor is an independent contractor providing services to the City and the employees, agents, and servants of the Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor fails to complete the work within the Contract time or extension of time granted by the CITY, then the Vendor may be required to pay to the City the amount of \$50 per day for liquidated damages for each calendar day that the Vendor shall be in default after the time stipulated in the contract documents.
- D. The Vendor 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 Vendor 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 vendors, 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 city, fires, floods, epidemics/pandemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and
 - 3. to any delays of subcontractors occasioned by any of the causes specified in paragraphs (d1 and d2 above).
- E. in the event that vendor 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 vendor 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 vendor's failure to adhere to the terms of this section;
 - 3. debar vendor from future work for city for a period not less than six (6) months. vendor 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.

Vendor shall include in every subcontract identical language to this Section and Vendor 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 Vendor to the remedies available to CITY for Vendor's failure to adhere to the requirements of this Section.

SECTION 19 - EQUAL EMPLOYMENT OPPORTUNITY, NONDISCRIMINATION, AND MINORITY

BUSINESS ENTERPRISE UTILIZATION

- A. The Vendor will not discriminate against any employee or applicant for employment because of race, color, handicap, age, religion, sex, or national origin. The Vendor 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 Vendor 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 Vendor 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 Vendor 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 Vendor will comply with all provisions of Executive Order 11246 of September 24, 1985, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The Vendor 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 Vendor 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 Vendor within 30 days but no later than 90 day of completion of the project upon receipt of final invoice and certification of satisfactory completion by the Department of Community Improvement Division.

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 endure to the benefit of any of the parties.

SECTION 23 - ACCEPTANCE

In witness whereof, the owner and the contractor, acting herein by their duly authorized representatives have hereunto set their hands this day and year first above written.

VENDOR'S SIGNATURE

Title _____

Date Executed: _____

THE CITY OF JACKSON

By: _____
John Horne Lumumba, Mayor

Attested by: _____
City Clerk

Date attested: _____

Exhibit A

SCOPE OF WORK

The Vendor shall perform the following work on the premises identified as **Parcel #_____** bearing the **physical address** of _____ legally described as

_____ for Case # _____:

Demolish and remove remains of dilapidated structure removing foundation; remove trash, debris, steps, tires, and any other items to ensure property is clear and free of any and all health hazards; cut grass and weeds around property and to curbside, and ensure property site is properly graded.

