



JACKSON PARISH POLICE JURY

Jackson Parish Courthouse
500 East Court Street, Room 301
Jonesboro, Louisiana 71251-3446
Phone: (318) 259-2361
Fax: (318) 259-5660

www.jacksonparishpolicejury.org

Notice Posted:

Monday, September 21, 2020, 3:00 PM
September 23, 2002 Special Called Meeting

MEMBERS

District 1

TODD CULPEPPER
P. O. Box 323
Quitman, LA. 71268
(318) 259-4184 (Work)
(318) 243-1084

District 2

LEWIS CHATHAM
1575 Mariah Road
Chatham, LA. 71226
(318) 235-0254

District 3

AMY C. MAGEE
2332 Walker Road
Jonesboro, LA. 71251
(318) 235-0002

District 4

JOHN W MCCARTY
2766 Hwy 155
Quitman, LA 71268
(318) 259-9694

District 5

TARNESHALA COWANS
598 Beech Springs Road
Jonesboro, LA. 71251
(318) 475-0893

District 6

REGINA H. ROWE
159 Hughes Rd.
Jonesboro, LA 71251
(318) 259-7923

District 7

LYNN TREADWAY
505 Fifth Street
Jonesboro, LA 71251
(318) 259-7673
(318) 680-8510

MEETING DATE:

Wednesday, September 23, 2020

MEETING TIME:

4:15 PM

PLACE OF MEETING:

**Jackson Parish Courthouse
500 E Court Street, Room 301
Jonesboro, LA 71251**

AGENDA:

Call to Order

Invocation & Pledge of Allegiance

Public Comments

Agenda Items

1. Consider and act on storm debris assistance for Jackson Parish municipalities

Announcements and Notifications

Adjourn

Gina M. Thomas, Secretary-Treasurer

Jackson Parish Police Jury

500 E. Court Street, Room 301, Jonesboro, LA. 71251

(318) 259-2361 extension 3

In accordance with the Americans with Disabilities Act, if you need special assistance, please contact Gina Thomas at (318) 259-2361, extension 203 describing the assistance that is necessary.

CONTRACT FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

THIS CONTRACT, made this 18th day of September 2020, by and between **THE JACKSON PARISH POLICE JURY**, a local government corporation existing under the State of Louisiana, hereinafter referred to as the "PARISH" and **Graham County Land Company, LLC** the "CONTRACTOR", for the term specified herein, upon a mutual Contract of the parties, agree as follows:

WHEREAS, the PARISH desires to engage a contractor to provide it with professional services on an as-needed basis. The professional services may include, but are not limited to, certain debris removal and disposal services on a continuing basis.

WHEREAS, the PARISH has selected CONTRACTOR to provide described services, when and as-needed, and when and as requested by the PARISH, and desires to enter into this Contract ("Contract") to establish procedures and provide general terms and conditions whereby and under which such services shall be rendered or performed.

WHEREAS, It is the intent of the parties that the CONTRACTOR shall perform services with respect to PARISH projects only when requested and authorized in writing by the PARISH and that each request for such services shall be a specific project, with the basic scope of the work to be performed by and compensation to be paid to CONTRACTOR for each separate project to be negotiated between the PARISH and the CONSULTANT and be defined and embodied in a separate task order or purchasing order. Each order shall include and shall incorporate in it all of the general provisions of the Contract, together with such items and provision as may be mutually agreed upon the parties as to each task order or purchasing order.

WHEREAS, the Contract is a continuing contract for professional services of the CONTRACTOR to provide and perform professional services to the PARISH when and as needed, but is subject to being terminated as provided for in this Contract.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto agree as follows:

SCOPE AND REQUEST FOR SPECIFIC SERVICES

The CONTRACTOR is to perform the work as defined in the **Request for Proposal (RFP No. 01-09082020 Debris Removal and Disposal)** and any amendments thereto being attached hereto as **Exhibit A – Solicitation Document**, incorporated by reference herein and made a part thereof as fully as if herein set forth, which from time to time, the PARISH may request the CONTRACTOR to perform (the "Work") (any references to "Consultant" in Exhibit A shall also mean CONTRACTOR as used herein). Unless otherwise specified herein, the CONTRACTOR is to furnish all materials, tools, equipment, manpower, and consumables to complete the Work which the PARISH may request of CONTRACTOR, from time to time. CONTRACTOR shall perform no services to the PARISH until specifically requested to do so by the PARISH. Each request for services to be rendered and performed by the CONTRACTOR shall be in writing and shall be a separate project with the scope of work requested to be performed and compensation to be paid to the CONTRACTOR for such separate project to be negotiated and agreed upon between the PARISH and the CONTRACTOR and defined by and embodied in a separate Task Order. Each Task Order covering each separate project shall include all of the general provisions of this Contract, together with such other and provisions mutually agreed upon by and between the PARISH and the CONTRACTOR. All work shall be awarded pursuant to the PARISH's purchasing policy.

TERM OF CONTRACT

The term of the contract will be from the date of execution until December 31, 2020. This contract may be extended for two (2) additional periods of one (1) year each, under the same terms and conditions if the PARISH and CONTRACTOR agree. Notice of intent to extend must be in writing, signed by both parties, and included as an amendment to this contract.

COMPENSATION

The CONTRACTOR agrees to provide the services, equipment and materials as specified in its proposal to the PARISH at the cost specified in said proposal and amendments, if any, the proposal and any amendments thereto being attached hereto as Exhibit B - Vendor's Submittal, incorporated by reference herein and made a part hereof as fully as if herein set forth.

The amount as specified in Exhibit B - Vendor's Submittal, may be increased or decreased by the PARISH under the Extra Services provision of this Contract, through the issuance of a Contract Amendment, if applicable.

Any prices specified in this Contract or Amendment thereto, will remain firm for the term of this Contract or Amendment.

However, if the method of compensation is for services rendered on an hourly basis, consistent with actual hours worked and the fee schedule then in effect, the PARISH may require a ceiling price for certain work.

PAYMENT

All invoices received by the PARISH are payable within thirty (30) days from receipt, provided they have first been approved by the PARISH'S designated Debris Monitor and by the PARISH'S Administration Department and the PARISH has accepted the Work. The PARISH reserves the right, with justification, to partially pay any invoice submitted by the CONTRACTOR when requested to do so by the using department.

All invoices shall be directed to the Jackson Parish Police Jury (as indicated on the PARISH's Purchase Order), Jackson Parish Police Jury, 500 E. Court Street, Room 301, Jonesboro, LA 71251.

NOTE: ALL INVOICES MUST CLEARLY INDICATE THE PARISH PURCHASE ORDER AND CONTRACT NUMBER AS STATED HEREIN.

GENERAL CONDITIONS

A. Control, Supervision, and Inspection of the Work

1. The PARISH shall have full control and direction of the Work in all respects. The PARISH shall furnish all drawings and specifications necessary to carry out and complete the Work, unless otherwise specified herein, and shall have the right to supervise the Work as the PARISH deems necessary.

2. The PARISH shall at all times have the right to inspect the work and the site. If requested by the PARISH, the CONTRACTOR shall uncover any of the work for inspection and replace same, all at the CONTRACTOR's expense. The CONTRACTOR shall furnish all reasonable means for obtaining such information as the PARISH may desire, respecting

the quality of the Work and materials and the manner of conducting Work. The PARISH shall not have the power to waive the CONTRACTOR's obligation to properly perform the Work as herein prescribed.

3. The PARISH's right to inspect and supervise shall not relieve the CONTRACTOR from its responsibilities and obligations under the Contract. The PARISH shall not be responsible for the safety of the workmen, the safeguarding of the Work, or the proper performance of the CONTRACTOR.

B. Patents and Copyrights

1. The CONTRACTOR shall pay all royalties and assume all costs arising from the use of any invention, design, process, materials, equipment, product, or device in performance of the Work, which is the subject of patent rights or copyrights. CONTRACTOR shall, at its own expense, hold harmless and defend the PARISH against any claim, suit or proceeding brought against the PARISH which is based upon a claim, whether rightful or otherwise, that the Work, or any part thereof, furnished under this Contract, constitutes an infringement of any patent or copyright of the United States. The CONTRACTOR shall pay all damages and costs awarded against the PARISH.

C. Fiscal Year Funding Appropriations

1. Specified Period
Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interest of the PARISH, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the period at the time of contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by PARISH Commission of funds.
2. Cancellation Due to Unavailability of Funds in Succeeding Fiscal Periods
When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the CONTRACTOR shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplies or services delivered under the contract or otherwise recoverable.

D. Termination for Default

The performance of Work under this Contract may be terminated by the Parish Secretary-Treasurer, in whole or in part, in writing, whenever the PARISH has determined that the CONTRACTOR has failed to meet the performance requirements of this Contract.

The Parish Secretary-Treasurer has a right to terminate for default if the CONTRACTOR fails to make delivery of the supplies or perform the Work, or if the CONTRACTOR fails to perform the Work within the time specified in the Contract, or if the CONTRACTOR fails to perform any other provisions of the Contract.

Failure of a CONTRACTOR to deliver or perform the required Work within the time specified, or within a reasonable time as determined by the Parish Secretary-Treasurer or failure to make replacements of rejected articles or Work when so requested, immediately or as directed by the

Parish Secretary-Treasurer, shall constitute authority for the Parish Secretary-Treasurer to purchase in the open market articles or Work of comparable grade to replace the articles or Work rejected, not delivered, nor completed. On all such purchases, the CONTRACTOR or his/her surety, shall reimburse the PARISH, within a reasonable time specified by the Parish Secretary-Treasurer, for any expense incurred in excess of the Contract prices.

Such purchases shall be deducted from Contract quantities. Should public necessity demand it, the PARISH reserves the right to utilize services or use and/or consume articles delivered which are substandard in quality, subject to an adjustment in price to be determined the Parish Secretary-Treasurer. The CONTRACTOR shall not be liable for any excess costs if acceptable evidence has been submitted to the Parish Secretary-Treasurer that failure to perform the Work was due to causes beyond the control and without the fault or negligence of the CONTRACTOR.

E. Termination for Convenience

The Parish Secretary-Treasurer may terminate, in whole or part, this Contract at its convenience with advance written notice to the CONTRACTOR.

In the event of such a termination by the PARISH, the PARISH shall be liable for the payment of all Work properly performed prior to the effective date of termination and for all portions of materials, supplies, services, and facility orders which cannot be cancelled and were placed prior to the effective date of termination and other reasonable costs associated with the termination.

F. Warranty

The CONTRACTOR warrants that the Work including equipment and materials provided shall conform to professional standards of care and practice in effect at the time the Work is performed, be of the highest quality, and be free from all faults, defects or errors. Whenever required by the specifications in **Exhibit A- Solicitation Document**, the CONTRACTOR warrants that all equipment and materials provided shall be new. If the CONTRACTOR is notified in writing of a fault, deficiency or error in the Work provided within one (1) year from completion of the Work, the CONTRACTOR shall, at the PARISH's option, either re-perform such portions of the Work to correct such fault, defect or error, at no additional cost to the PARISH, or refund to the PARISH, the charge paid by the PARISH, which is attributable to such portions of the faulty, defective or erroneous Work, including the costs for re-performance of the work provided by other contractors.

G. Time of Completion

The parties understand and agree that time is of the essence in the performance of this Contract.

The CONTRACTOR or PARISH, respectively, shall not be liable for any loss or damage, resulting from any delay or failure to perform its contractual obligations within the time specified, due to acts of God, actions or regulations by any governmental entity or representative, strikes or other labor trouble, fire, embargoes, or other transportation delays, damage to or destruction in whole or in part, of equipment or manufacturing plant, lack of or ability to obtain raw materials, labor, fuel or supplies for any reason including default of suppliers, or any other causes, contingencies or circumstances not subject to the CONTRACTOR's or PARISH's control, respectively, whether of a similar or dissimilar nature, which prevent or hinder the performance of the CONTRACTOR's or PARISH's contractual obligations, respectively. Any such causes of

delay, even though existing on the date of the Contract or on the date of the start of Work, shall extend the time of the CONTRACTOR's or PARISH's performance respectively, by the length of the delays occasioned thereby, including delays reasonably incident to the resumption of normal Work schedules.

However, under such circumstances as described herein, the Parish Secretary-Treasurer may at his/her discretion, cancel this Contract for the convenience of the PARISH.

H. Indemnification, Insurance, and Bond Requirements

1. Indemnity

The CONTRACTOR hereby agrees to indemnify and hold harmless the PARISH, its officers, agents, and employees, from and against any and all liability, claims, damages, demands, expenses, fees, fines, penalties, suits, proceedings, actions, and cost of actions, including attorneys' fees for trial and on appeal, and for the preparation of same arising out of the CONTRACTOR's, its officers', agents', and employees' acts, or omissions associated with this Contract.

2. Insurance

The CONTRACTOR, at its own expense, shall keep in force and at all times maintain during the term of this Contract the insurance coverage and limits established in **Exhibit A- Solicitation Document**.

3. Bonds

When the Contract amount or estimated cost of the project exceeds \$50,000, a Performance Bond and a Payment Bond issued in an amount equal to 120% of the Contract amount or estimated cost of the project, to be determined in the discretion of the PARISH, for a twelve (12) month term by a surety company considered satisfactory by the PARISH will be required from the CONTRACTOR for purposes of insuring the faithful performance of the obligations imposed by the resulting Contract and for purposes of protecting the PARISH from lawsuits for non-payment of debts as might be incurred during the CONTRACTOR's performance under such Contract. The Performance Bond and the Payment Bond forms will be included in the Contract Documents and said forms must be properly executed by the surety company and CONTRACTOR within (10) days after receipt of notification from the PARISH of its Notice to Proceed to mobilize.

I. Acceptance

The PARISH will be deemed to have accepted the Work after the PARISH's authorized representative has issued a written statement the Work is satisfactorily completed, and the PARISH has accepted and issued final payment for the completed Work.

The Work under this Contract shall remain the property of the CONTRACTOR until the PARISH accepts it. In the event the Work furnished under this Contract is found to be defective or does not conform to the specifications, the PARISH reserves the right to cancel the Contract upon written notice to the CONTRACTOR.

J. Correction of Work

The CONTRACTOR shall promptly correct all Work rejected by the PARISH as faulty, defective, or failing to conform to this Contract whether observed before or after substantial completion of

the Work, and whether or not fabricated, installed or completed. The CONTRACTOR shall bear all costs of correcting such rejected Work.

K. Right to Audit Records

The PARISH shall be entitled to audit the books and records of the CONTRACTOR or any sub-contractor to the extent that such books and records relate to the performance of this Contract or any sub-contract to this Contract.

L. Records and Reports Retention

As required by State guidelines, the CONTRACTOR shall allow access to and retain records and reports pertaining to this contract as called for in the Solicitation Document under the paragraph entitled "Contractor Public Records Requirements- Contract for Services".

M. Time is of the Essence

The parties agree that time is of the essence in the completion of the Work called for under this Contract.

The CONTRACTOR agrees that all Work shall be prosecuted regularly, diligently, and uninterrupted at such a rate of progress as will ensure full completion thereof within the time specified.

N. Information

All information, data, designs, plans, drawings, and specifications furnished to or developed for the PARISH by the CONTRACTOR, or its employees, pursuant to this Contract, shall be the sole property of the PARISH and all rights therein are reserved by the PARISH, except that the CONTRACTOR may disclose any such information to its corporate affiliates and their agents.

O. Safety Measures

The CONTRACTOR shall take all necessary precautions for the safety of the PARISH's and CONTRACTOR's employees and the general public and shall erect and properly maintain at all times all necessary vehicular and facility safeguards for the protection of the Workmen and public. If necessary, the CONTRACTOR shall post signs warning against hazards in and around the Work site.

P. Extra Services

The PARISH, without invalidating this Contract, may order changes in the Work within the general scope of this Contract consisting of additions, deletions, or other revisions, the Contract price and time being adjusted accordingly. All such changes in the Work shall be authorized by a written Addendum to this Contract and shall be executed under the applicable conditions of the Contract. If the CONTRACTOR plans to make a claim for an increase in the Contract price or an extension in the Contract Schedule/Term, he shall first give the PARISH written notice thereof, such notice shall be given within ten (10) calendar days after the occurrence of the event giving rise to such a claim.

The CONTRACTOR shall give this written notice to the PARISH, and a written approval secured from the Parish Secretary-Treasurer, before proceeding to execute the Work, except in an emergency endangering life or property, in which case the CONTRACTOR shall immediately proceed.

No claim for extra work will be considered valid by the PARISH unless first submitted in writing.

Q. Familiarity with the Work

The CONTRACTOR by executing this Contract acknowledges full understanding of the extent and character of the Work required and the conditions surrounding the performance thereof. The PARISH will not be responsible for any alleged misunderstanding of the Work to be furnished or completed, or any misunderstanding of conditions surrounding the performance thereof. It is understood that the execution of this Contract by the CONTRACTOR serves as his stated commitment to fulfill all the conditions referred to in this Contract.

R. Title and Risk of Loss

The title and risk of loss to the Work shall pass from the CONTRACTOR to the PARISH upon the PARISH's final acceptance of the Work.

MISCELLANEOUS PROVISIONS

- A. The CONTRACTOR shall not employ subcontractors without the advance written permission of the PARISH.
- B. Assignment of this Contract shall not be made without the advance written consent of the Parish Secretary-Treasurer.
- C. The CONTRACTOR shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations pertaining to the performance of Work under this Contract. The CONTRACTOR agrees to comply with all other applicable contract provisions for purposes of public assistance federal procurement, regardless of whether such provisions are expressly set forth herein.
- D. No waiver, alterations, consent, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by the Parish Secretary-Treasurer or his/her designee.
- E. The CONTRACTOR is to procure all permits, licenses, and certificates, or any such approvals of plans or specifications as may be required by federal, state and local laws, ordinances, rules, and regulations, for the proper execution and completion of the Work under this Contract.
- F. The CONTRACTOR shall at all times, keep the Work area free from accumulation of waste materials or rubbish caused by his operations, and promptly remove any such materials to an approved disposal location.
- G. All disputes between the parties shall be resolved in accordance with the PARISH Codes, Ordinances, and/or Procedures.
- H. The CONTRACTOR is responsible for all damage or loss by fire, theft or otherwise, to materials, tools, equipment, and consumables, left on PARISH property by the CONTRACTOR.
- I. This Contract is considered a non-exclusive Contract between the parties.

- J. This Contract is deemed to be under and shall be governed by, and construed according to, the laws of the State of Louisiana.
- K. Any litigation arising out of this Contract shall be had in Jackson Parish, Louisiana.
- L. The undersigned hereby certify that this Contract is made without prior understanding, Contract or connection with any corporation, firm or person who submitted proposals for the Work covered by this Contract and is in all respects fair and without collusion or fraud. As to CONTRACTOR, the undersigned hereby warrants and certifies that he/she is authorized to enter into this Contract and to execute same on behalf of the CONTRACTOR as the act of the said CONTRACTOR.
- M. This Contract, including any Exhibits hereto, contains all the terms and conditions agreed upon by the parties. No other Contracts, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either party hereto.

THUS DONE AND SIGNED by the Jackson Parish Police Jury at my office in Jonesboro, Louisiana this 18th day of September, 2020.

WITNESSES:

Drew Cruise
 Print Name: Drew Cruise

Angela M. Brown
 Print Name: Angela M. Brown

JACKSON PARISH POLICE JURY

Amy Magee
 By: Amy Magee, President

THUS DONE AND SIGNED by Graham County Land Company at Robbinsville, North Carolina this 20th day of September, 2020.

WITNESSES:

Julie C Hancock
 Print Name: Julie Hancock

Jeff Hancock
 Print Name: Jeff Hancock

GRAHAM COUNTY LAND COMPANY

Randy Jordan
 By: Randy Jordan, Owner/Managing Member

CONTRACT FOR DISASTER DEBRIS MONITORING AND MANAGEMENT SERVICES

THIS CONTRACT, made and entered into this 18th day of September 2020, by and between THE JACKSON PARISH POLICE JURY, a local government corporation existing under the State of Louisiana, hereinafter referred to as the "OWNER" and VOLKERT, INC., hereinafter referred to as the "CONSULTANT", WITNESSETH THAT:

WHEREAS, the OWNER desires to retain the CONSULTANT to perform the Scope of Services set out below;

WHEREAS, the CONSULTANT desires to perform said professional services for the OWNER;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter stipulated to be kept and performed, the parties hereto agree as follows:

ARTICLE I - SCOPE OF SERVICES SECTION I - GENERAL SERVICES

This Agreement is the product of OWNER's "Request for Proposals for Debris Monitoring and Management" ("RFP") and CONSULTANT'S proposal submitted in response thereto dated September 8, 2020 ("Proposal"). Accordingly, this Agreement is to be interpreted in a manner consistent with the requirements of said RFP and the representations of said Proposal. That RFP and Proposal are made a part of this Agreement as if copied *in extenso herein*.

CONSULTANT shall perform the following professional services as requested in OWNER's RFP:

A. DISASTER DEBRIS MONITORING SERVICES

1. Coordinating daily briefings, work progress, staffing and other key items with Owner.
2. Selection and coordinating the permitting of any Temporary Debris Storage and Reduction Site (TDSRS, also called Debris Management Site (OMS)) locations and other permitting/regulatory issues.
3. Scheduling work for all team members and contractors on a daily basis.
4. Hiring, scheduling, and managing Consultant's field staff.
5. Monitoring recovery contractor operations and providing recommendations to improve removal efficiency.
6. Assisting the Owner with responding to public concerns and comments.
7. Debris removal contractor truck certification using methodology and documentation practices appropriate for contract monitoring.
8. Entering load tickets into a database application and creating an electronic copy of the load ticket.
9. Developing daily operational reports to keep the Owner informed of work progress.
10. Development of maps, GIS applications, etc. as necessary.
11. Review, reconciliation, and validation of debris removal contractor invoices prior to submission to the Owner.
12. Project Worksheet and other pertinent report preparation required for reimbursement by FEMA, FHWA and other applicable agency for disaster recovery efforts on the part of the Owner and designated debris removal contractors.
13. Final report and final preparation assistance.
14. Such other services as are provided for in OWNER's RFP and Consultant's Proposal, in accordance with the terms set forth therein.

ARTICLE II - GENERAL PROVISIONS

SECTION 1 - RESPONSIBILITIES OF THE OWNER

As a party to this Agreement, the OWNER shall:

- A. Make available for CONSULTANT's use all drawings, maps, etc. that are readily available to the OWNER.
- B. Designate a person to act with authority on OWNER's behalf and respond in a timely manner to submissions by CONSULTANT providing approvals and authorizations as appropriate so that work may continue at a normal pace.
- C. Provide any posts and materials to be installed along the property lines.
- D. Pay all costs associated with special services authorized by the OWNER.

SECTION 2- METHOD OF PAYMENT

The CONSULTANT agrees to provide those professional services set out in Article I - Section I - "General Services A. DISASTER DEBRIS MONITORING SERVICES," and the OWNER agrees to pay the CONSULTANT, as compensation for its services, on an hourly rate based on employee classification as shown below.

DEBRIS MONITORING CLASSIFICATION	HOURLY RATE
Project Director	\$ NOT BILLED
Project Manager	\$ 69.00
Operations Manager *	\$ 59.00
Field Supervisor	\$ 50.00
ADMS Data Manager	\$ 55.00
Field Monitor	\$ 32.00
Tower Monitor	\$ 32.00
Citizen Drop-Off Site Monitor *	\$ 32.00
Billing/Invoice Analyst	\$ NOT BILLED
Admin Clerk	\$ 30.00

* Position used only if needed based on operational requirements.

For services in Article I - Section I - "B. EMERGENCY MANAGEMENT PLANNING AND TRAINING" and "C. PUBLIC ASSISTANCE CONSULTING SERVICES," CONSULTANT shall provide these services only on an "as-needed" basis as requested in writing by the OWNER, with mutually acceptable compensation to be determined in writing by OWNER and CONSULTANT. CONSULTANT shall not begin these "as-needed" services without prior written approval from the OWNER.

- A. Partial payments for all services performed by the CONSULTANT under the terms of the Agreement shall be made no more often than monthly to the CONSULTANT by the OWNER upon receipt of invoices and other evidence of performance as may be deemed necessary by the OWNER. Payments shall be due and payable within thirty (30) days of the date of invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one and one-half (1½%) per month and OWNER shall reimburse CONSULTANT for any reasonable legal fees and court costs, incurred in collection of outstanding amounts due from OWNER.

- B. CONSULTANT shall submit monthly statements for services rendered and for reimbursable expenses incurred. The monthly invoices shall reflect services rendered through the end of the preceding month (or accounting period) and shall include following:
 - 1. The nature of the services rendered during the month;
 - 2. The classification performing such services during the month;
 - 3. The amount of time expended by each classification rendering services during the month; and
 - 4. A summary description of the status of the project as of the end of the period covered by the invoice.
- C. The OWNER will pay the CONSULTANT for special services performed by Subconsultants, if any, at the actual invoice amount plus an allowable fifteen (15) percent mark-up. Any work by a Subconsultant to be paid by OWNER pursuant to this provision shall require prior written approval from OWNER.
- D. The OWNER, as purchaser of the services described herein, shall pay any applicable sales tax in the manner and in the amount as required by law.

SECTION 3 - MISCELLANEOUS

- A. Extra Work: It is mutually understood and agreed that the OWNER will compensate the CONSULTANT for services resulting from significant changes in general scope of the project or its design, including but not necessarily limited to, change in size, complexity, project schedules, and the like when such changes are due to causes beyond the CONSULTANT's control and when requested or authorized by the OWNER. Compensation for such extra work when authorized by the OWNER shall be mutually agreed upon prior to beginning work.
- B. Additional Services: Provide any additional services on an "as-needed" basis as requested in writing by the OWNER, with mutually acceptable compensation to be determined in writing by OWNER and CONSULTANT. CONSULTANT shall not begin these supplemental "as-needed" services without prior written approval from the OWNER.
- C. Ownership and Reuse of Documents: All Project documents including but not necessarily limited to reports, drawings, studies, findings, correspondence, specifications, survey notes, estimates, maps, computations, calculations, computer files, Computer Assisted Design and Drafting (CADD) files (electronic and hard copy), and other data, as well as any and all other documents and other materials prepared, generated, or furnished by or for CONSULTANT and/or its Subconsultant(s) for the Project pursuant to this Agreement (hereinafter referred to in this Section as "Documents") are instruments of service with respect to the Project, and CONSULTANT shall retain an ownership and intellectual property interest therein regardless whether the Project is completed. OWNER may make and retain copies thereof for information and reference and for purposes related to disaster assistance funding. It is understood and agreed that Documents and other records in OWNER's possession are or may be subject to the Louisiana Public Records Law.
- D. Standard of Care: CONSULTANT shall endeavor to perform the Scope of Services set out herein in accordance with the generally accepted standard of care exercised by similarly situated consultants on projects of like nature, size, scope, and location.

- E. Indemnification: To the fullest extent permitted by law, CONSULTANT shall indemnify OWNER and OWNER's employees, elected officials, administrators and directors for costs, losses, judgments, damages and expenses (including reasonable attorneys' fees) to the extent caused by the negligent acts, errors and omissions of CONSULTANT in the performance of the Scope of Services hereunder.
- F. Insurance: CONSULTANT shall furnish OWNER with Certificate of Insurance confirming following forms and minimum limits of insurance:

<u>TYPE OF COVERAGE</u>	<u>LIMITS</u>
I. Worker Compensation Employer Liability	State – Statutory \$500,000 per accident \$500,000 disease/each accident \$500,000 disease/policy limit
II. Comprehensive or Commercial General Injury	\$1,000,000 per person bodily injury \$1,000,000 per occurrence bodily Liability \$1,000,000 property damage \$2,000,000 policy aggregate
III. Automobile Liability	\$1,000,000 combined single limit
IV. Professional Liability	\$2,000,000

- G. Termination: OWNER and CONSULTANT shall have the right to terminate this agreement for convenience upon fifteen (15) days' written notice. In the event that OWNER terminates for convenience, OWNER shall compensate CONSULTANT for services performed (in whole or in part) up to the date of termination, including reimbursement for reasonable expenses, if any, associated with CONSULTANT's demobilization. In the event that CONSULTANT terminates for convenience, OWNER shall have the right to a true and correct copy of all project-related files, materials and documents.

OWNER may terminate this agreement for cause in the event that CONSULTANT unreasonably fails or refuses to correct deficiencies in CONSULTANT's services to the extent any such deficiencies are within CONSULTANT's sole control. OWNER shall provide CONSULTANT with written notice of any such deficiencies and shall afford CONSULTANT a reasonable time to supply OWNER with a plan to cure same, such time to cure not be less than ten (10) days.

CONSULTANT may terminate this agreement for cause in the event that OWNER materially breaches the terms and conditions set out herein, including but not limited to the payment provisions. CONSULTANT shall provide OWNER with written notice of any such deficiencies and shall afford OWNER a reasonable time to supply CONSULTANT with a plan to cure same, such time to cure not be less than ten (10) days.

- H. Contract Period: All contracts, agreements, provisions and stipulations of this Agreement shall remain in full force for a period ending on December 31, 2020, with the option to renew the

Agreement for up to two (2) additional one (1) year terms, to be executed solely upon the discretion of the OWNER based on CONSULTANT's performance.

I. Successors and Assigns:

1. OWNER and CONSULTANT each is hereby bound and the successors, executors, administrators (and to the extent permitted by paragraph 2, the assigns of OWNER and CONSULTANT) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and said assigns of such other party, in respect of all covenants, agreements and obligations of this Agreement.
2. Neither OWNER nor CONSULTANT shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent professional associates and consultants, as CONSULTANT may deem appropriate to assist in performance of services hereunder.
3. Nothing under this Agreement shall be construed to give any right or benefits in this Agreement to anyone other than OWNER and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and CONSULTANT and not for the benefit of any other party.

J. Dispute Resolution: If a dispute arises out or relates to this Agreement or its alleged breach, the parties shall direct their Representatives to endeavor to settle the dispute first through direct, good faith discussions.

K. Choice of Law and Forum: This Agreement shall be governed by the laws of the State of Louisiana and any action to enforce this Agreement shall be brought in the Second Judicial District Court of the State of Louisiana or in the United States District Court for the Western District of Louisiana.

L. Compliance with Applicable Laws: OWNER and CONSULTANT expressly state their intent and agreement to comply with all federal and state laws, regulations, policies and requirements applicable to contracts governing the removal of debris in connection with an event that has been the subject of a Federal Disaster Declaration. The following laws, statutes, regulations, and guidelines are hereby incorporated into this Agreement by reference:

- 2 C.F.R. 200.326 as described in Appendix II to Part 200 - Contract Provisions for non-Federal Entity Contracts Under Federal Awards,
- FEMA Public Assistance Program and Policy Guide,
- FEMA 325 Debris Management Guide,
- FEMA Recovery Policy 9500 series, and
- Any other Federal rule, regulation or policy relating to disaster debris.

CONSULTANT has or agrees to comply with the following while performing the work under this Debris Monitoring Contract:

- The Clean Air and Federal Water Pollution Act
- The Byrd Anti-Lobbying Amendment
- Upon request, provide access of contractor's records on this contract to the federal government, Recipient, and Sub-recipient
- The requirement to retain all records of this contract for a minimum of three (3) years after the termination date of the contract.
- Comply with mandatory standards and policies relating to energy efficiency as contained in the state conservation plan (LRS 40:1730.49).

CONSULTANT hereby declares that CONSULTANT, its principles, and its subcontractors are not currently disbarred or suspended by federal or state law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement in duplicate as of the day and year first above written.

Volkert, Inc.:

By: 

Print Name: Leon M. Barkan

Title: Chief Operating Officer

The Jackson Parish Police Jury:

By: 


Print Name: Amy Magee

Title: President

ATTEST:

By: 

Print Name: Laura Jackson

ATTEST: 

Print Name: Drew Cruise