

2.2 Supervision by Consultant: The CONSULTANT will supervise and direct all Services. The CONSULTANT is solely responsible for the means, methods, techniques, sequences, safety program and procedures. The CONSULTANT will employ and maintain on the worksite a qualified supervisor(s) who shall have full authority to act on behalf of the CONSULTANT and all communications given to the supervisor(s) by the CITY'S Authorized Representative shall be as binding as if given to the CONSULTANT. The name(s) of the supervisor(s) will be supplied to the CITY for each issuance of a Notice to Proceed through an attachment to this Agreement in the form of a Memorandum for the Record.

2.3 Changes in the Scope of Services: The CITY and CONSULTANT may at any time order changes within the scope of services without invalidating this Agreement. All changes affecting the project's costs or modifications to the terms, conditions, and the scope of services of this Agreement shall be authorized by means of an official written Contract Change Order that is mutually agreed upon and signed by the CITY and the CONSULTANT. All changes must be recorded on a written Contract Change Order before CONSULTANT may proceed with the changes to the services provided.

Article 3 – Term of Agreement

3.1 Term: This Agreement shall be effective for an initial three (3) year period commencing with the date of execution by both Parties.

3.2 Contract Pricing: The pricing negotiated with the CONSULTANT shall remain firm during the initial Agreement period as evidenced in **Exhibit "B"** attached hereto and incorporated herein by reference. Prices for renewal periods shall be based on the FEMA regulations guidelines.

Article 4 – Payment

4.1 Pricing for all services shall be done in accordance with **Exhibit "B" attached hereto and incorporated herein by reference.**

4.2 Schedule: CONSULTANT will provide continuous services for an agreed upon fee not to exceed a negotiated amount, for the period specified in the Notice-To-Proceed. A mutual 'not to exceed amount' will be negotiated for each operation based on the hourly rates proposed on **Exhibit "B"** herein, which shall not exceed FEMA reimbursement rates for the services.

4.3 Travel and Subsistence Policy and Allowances: No cost for travel and associated expense shall be incurred without the express written approval of the CITY. Costs for approved travel, per diem or mileage expenses shall be in strict accordance with this Agreement and Mississippi Statutes.

4.4 Invoices shall be submitted in duplicate to the CITY, no more than once every fifteen (15) days. Each invoice shall contain a detailed description of services and fees.

4.5 The CITY shall make payment on all invoices submitted by the CONSULTANT within thirty (30) calendar days.

4.6 Other than the fees set forth herein, the CONSULTANT shall not be entitled to payment for expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder.

Article 5 – City Obligations

5.1 The CITY shall furnish all information and documents necessary for the commencement of work to include valid written Notices to Proceed. A representative will be designated by the CITY to be the primary contact person for inspection the work and answering any on-site questions prior to and after activation of this Agreement via a Notice to Proceed.

5.2 The CITY shall pre-designate, if necessary, Temporary Debris Storage and Reduction (TDSR) sites wither within the CITY, or as designated by Jackson County, for the sole purpose of the temporary storage and reduction of clean woody debris and construction and demolition materials. The CONSULTANT shall operate the TDSR sites and only CONSULTANT vehicles and others specifically authorized by the CITY will be allowed to use these sites. The CONSULTANT shall have a General Operations Plan, which describes the operations CONSULTANT expects to carryout at each site.

5.3 The CITY shall timely pay CONSULTANT in accordance with the terms set forth in Article 4 of this agreement.

Article 6 – FEMA Reimbursements

6.1 CONSULTANT shall assist the CITY in completing any and all forms necessary for reimbursements from state or federal agencies, including but not limited to FEMA, relating to costs arising out of Disaster Debris Monitoring Services. This may include, but is not limited to, the timely completion and submittal of reimbursement requests, preparation and submittal of any and all cost substantiation and preparing replies to any and all agency denial or inquires.

Article 7 – Termination

7.1 **Termination:** This Agreement may be terminated by the CITY upon thirty (30) days advance written notice to the other party; but if any work or service/task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the CITY until said work or service(s) /task(s) is completed and accepted.

A. Termination for Convenience: In the event this Agreement is terminated or cancelled upon the request and for the convenience of the CITY with the required 30-day advance written notice, CITY shall reimburse CONSULTANT for actual work satisfactorily completed.

B. Termination for Cause. Termination by CITY for cause, default, or negligence on part of the CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.