

**AGREEMENT FOR PROFESSIONAL SERVICES  
AUGUSTA, GEORGIA CONSOLIDATED  
GOVERNMENT**

THIS AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, (hereinafter called the “execution date”) by and between AUGUSTA, GEORGIA CONSOLIDATED GOVERNMENT, a political subdivision of the State of Georgia (hereinafter referred to as the “City”), and **Holland & Knight**, a Limited Liability Partnership (LLP) organized and existing under the laws of the State of Georgia, with offices in Atlanta, GA (hereinafter referred to as “Contractor”), shall constitute the terms and conditions under which the Contractor shall provide **State Lobbying and Legislative Representation Services** in Augusta, Georgia.

WITNESSETH: That for and in consideration of the mutual covenants and agreements herein set forth, the City and the Contractor hereby agree as follows:

**ARTICLE I. CONTRACT TERM**

The Contractor shall commence the Work under this Contract within ten (10) days from the acknowledgement of receipt of the Notice to Proceed. The term of this Agreement shall begin on the date written above and be in effect for one (1) year with the option to renew for up to two (2) additional periods of one (1) year each by mutual consent.

**ARTICLE II. PAYMENT**

As full payment for the faithful performance of this Contract, the City shall pay the Contractor, the Contract Price, which is an amount not to exceed **Ninety-Six Thousand Dollars (\$96,000.00)** per year unless changed by written Change Order in accordance with the terms of this Contract. The term “Change Order” includes the term “amendment” and shall mean a written order authorizing a change in the Work, and an adjustment in Contract Price to Contractor or the Contract Term, as adopted and approved by the Contractor and the Augusta, Georgia Governing Authority, or the City Administrator, if exempted from Governing Authority adoption and approval in accordance with the express terms of this Contract. The City Administrator or his/her designee shall have the authority to approve and execute a Change Order lowering the Contract Price or increasing the Contract Price up to twenty percent (20%) of the original Contract Price, provided that the total amount of the increase authorized by such Change Order is less than \$25,000.00. If the original Contract or Purchase Order Price does not exceed \$25,000.00, but the Change Order will make the total Contract Price exceed \$25,000.00, then the Change Order will require approval by official action of the Governing Authority. Any other increase of the Contract Price shall be by Change Order adopted and approved by the Augusta, Georgia Governing Authority and the Contractor in accordance with the terms of this Contract. Amounts paid to the Contractor shall comply with and not exceed **Attachment A**, the Contractor’s Cost Proposal, consisting of one page(s) attached hereto and incorporated herein by reference. Payment is to be made no later than thirty (30) days after submittal of undisputed invoice.

Original invoice(s) must be submitted to:

Finance Department  
535 Telfair St Suite 801  
Augusta, Georgia 30901  
Attention: A/P

With copies to:

City Administrator  
535 Telfair St Suite 910  
Augusta, Georgia 30901

### **ARTICLE III. SCOPE OF WORK**

The Contractor agrees to provide all scope of services in accordance with the City's **Request for Proposals (RFP) No. 25-300 for State Lobbying and Legislative Representation Services**, attached hereto as **Appendix I** and incorporated herein by reference; the Contractor's response thereto, attached hereto as **Appendix II** and incorporated herein by reference; and the Contractor's Terms of Engagement, attached hereto as **Appendix III** and incorporated herein by reference.

In addition, the Contractor agrees to provide the following specific services to Augusta:

1. Prior to the start of each legislative session, the Contractor will speak with the Mayor and each member of the Augusta Commission individually or in small groups to discuss their legislative priorities and concerns.
2. Prior to the start of each session, the Contractor will speak with the Administrator, Augusta department directors, and other Augusta leadership as requested by the Administrator to discuss their legislative requests and concerns.
3. Prior to the start of each session, the Contractor will appear before the Augusta Commission at a Commission meeting or workshop to discuss Augusta's overall legislative goals for the upcoming session.
4. During each session, the Contractor will provide regular written updates to Augusta on legislative activity, particularly highlighting items with potential relevance to Augusta.
5. Following the conclusion of each session, the Contractor will appear before the Augusta Commission to provide a report on any successful legislation with relevance for Augusta and the Contractor's efforts on behalf of Augusta.

The Contractor's services shall include all things, personnel, and materials necessary to accomplish specific projects authorized by the City. Specific Work Authorizations will have precedence over any interpretation within the Contract.

### **ARTICLE IV. GENERAL CONDITIONS**

A. **Accuracy of Work** The Contractor shall be responsible for the accuracy of the Work and any error and/or omission made by the Contractor in any phase of the Work under this Agreement.

B. **Additional Work** The City shall in no way be held liable for any work performed under

this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract. The City may at any time order changes within the scope of the Work without invalidating the Contract upon seven (7) days written notice to the Contractor. The Contractor shall proceed with the performance of any changes in the Work so ordered by the City unless such change entitles the Contractor to a change in Contract Price, and/or Contract Term, in which event the Contractor shall give the City written notice thereof within fifteen (15) days after the receipt of the ordered change, and the Contractor shall not execute such changes until it receives an executed Change Order from the City. No extra cost or extension of time shall be allowed unless approved by the City and authorized by execution of a Change Order. The parties' execution of any Change Order constitutes a final settlement of all matters relating to the change in the Work which is the subject of the Change Order. The City shall not be liable for payment for any work performed under this section which has not first been approved in writing by the City in the manner required by applicable law and/or the terms of this Contract.

C. **Ownership of Documents** All documents, including drawings, estimates, specifications, and data are and remain the property of the City. The Contractor agrees that the City may reuse any and all plans, specifications, drawings, estimates, or any other data or documents described herein in its sole discretion without first obtaining permission of the Contractor and without any payment of any monies to the Contractor therefore. However, any reuse of the documents by the City on a different site shall be at its risk and the Contractor shall have no liability where such documents are reused.

D. **Right to Audit** The City shall have the right to audit all books and records, including electronic records, relating or pertaining to this contract or agreement, including but not limited to all financial and performance related records, property, and equipment purchased in whole or in part with City funds and any documents or materials which support those records, kept under the control of the Contractor, including but not limited to those kept by the Contractor's employees, agents, assigns, successors and subcontractors. The City also has the right to communicate with Contractor's employees related to the audited records.

The Contractor shall maintain such books and records, together with such supporting or underlying documents and materials, for the duration of this contract and for seven (7) years after termination or expiration, including any and all renewals thereof. The books and records, together with supporting documents and materials shall be made available, upon request to the City or its designee, during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the books, records, and supporting documents shall be made available for audit at a time and location which is convenient for the City.

E. **Successors and Assigns** The Contractor agrees it shall not sublet, assign, transfer, pledge, convey, sell, or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm, or corporation without the previous written consent of the City. If the City consents to any such assignment or transfer, then the Contractor binds itself, its partners, successors and assigns to all covenants of this Contract. Nothing contained in this Contract shall create, nor be interpreted to create privity, or any other relationship whatsoever, between the City and any person, or entity or than Contractor.

F. **Reviews and Acceptance** Work performed by the Contractor shall be subject to review and acceptance in stages as required by the City. Acceptance shall not relieve the Contractor of its professional obligation to correct, at his own expense, any errors in the Work.

G. **Termination of Agreement** The Contractor understands and agrees that the date of the beginning of Work, rate of progress, and time for completion of the Work are essential conditions of this Contract. The City may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of City, elect to terminate the Contract by delivering to the Contractor, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to Contractor at least thirty (30) days prior to the effective date of termination. If Contractor's services are terminated by the City, the termination will not affect any rights or remedies of the City then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Contract before completion of the Work, Contractor will be paid only for the portion of the Work satisfactorily performed through the effective date of termination as determined by the City. Neither party shall be entitled to recover lost profits, special, consequential or punitive damages, attorney's fees or costs from the other party to this Contract for any reason whatsoever. This Contract shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract.

The Contractor may, for its own convenience and at its sole option, without cause and without prejudice to any other right or remedy of Contractor, elect to terminate the Contract by delivering to the City, at the address listed in the Notices article of this Contract, a written notice of termination specifying the effective date of termination. Such notice shall be delivered to City at least sixty (60) days prior to the effective date of termination.

**Failure to Perform/ Breach of Contract:** In the event non-performance or unsatisfactory performance by the Contractor of any obligation of this contract or the Contractor is in substantial non-compliance with any of its terms to include but not limited to multiple acts of a similar nature, Augusta may terminate this contract under the TERMINATION FOR CAUSE clause. PROVIDED, that Augusta shall provide written notice to the Contractor of said non-performance or unsatisfactory performance or substantial non-compliance. PROVIDED FURTHER, the Contractor shall have five (5) days after such notice to cure said failure or non-compliance.

In the event of breach of contract by the City, Contractor may terminate this contract under the Termination for Cause clause. Provided, that Contractor shall provide written notice to the City of said breach and City shall have five (5) days after such notice to cure said breach.

H. **Indemnification Agreement** The Contractor shall be responsible from the execution date or from the time of the beginning of the Work, whichever shall be the earlier, for all injury or damage of any kind resulting from the negligent Work, to persons or property, including employees and property of the City. The Contractor shall exonerate, indemnify, and save harmless the City, its elected officials, officers, employees, agents and servants, hereinafter collectively referred to in this Section as "the City Indemnitees," from and against all liabilities claims or actions based upon or arising out of any damage or injury (including without limitation any injury or death to persons and any damage to property) to the extent caused by or sustained in

connection with the negligent performance of this Contract or by conditions created thereby or arising out of or any way connected with negligent Work performed under this Contract, the defense of any and all claims, litigation, and actions suffered through any negligent act or omission of the Contractor, or any Subcontractor, or anyone directly or indirectly employed by or under the supervision of any of them. Notwithstanding any language or provision in this Contract, Contractor shall not be required to indemnify any City Indemnitee against claims, actions, or expenses based upon or arising out of the City Indemnitee's sole negligence. As between the City Indemnitees and the Contractor as the other party, the Contractor shall assume responsibility and liability for any damage, loss, or injury, including death, of any kind or nature whatever to person or property, resulting from any kind of claim made by Contractor's employees, agents, vendors, Suppliers or Subcontractors caused by or resulting from the negligent performance of Work under this Contract, or caused by or resulting from any error, omission, or the negligent or intentional act of the Contractor, vendors, Suppliers, or Subcontractors, or any of their officers, agents, servants, or employees. The Contractor shall defend, indemnify, and hold harmless the City Indemnitees from and against any and all loss, damage, charge, or expense to which they or any of them may be put or subjected by reason of any such damage, loss, or injury. The Contractor expressly agrees to provide a full and complete defense against any claims brought or actions filed against the City Indemnitees, where such claim or action involves, in whole or in part, the subject of the indemnity contained in this Contract, whether such claims or actions are rightfully or wrongfully brought or filed. The City has the sole discretion to choose the counsel who will provide the defense. No provision of this Contract and nothing herein shall be construed as creating any individual or personal liability on the part of any elected official, officer, employee, agent or servant of the City, nor shall the Contract be construed as giving any rights or benefits hereunder to anyone other than the parties to this Contract. The parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Contract. This indemnification agreement shall not apply to injury, damage, loss, charge, or expense for which payment is available under the Contractor's professional liability insurance policies.

I. **Insurance** Prior to commencing work, Contractor shall, at its sole expense, procure and maintain insurance of the types and in the amounts described below from insurer(s) authorized to transact business in the state where the work or operations will be performed by Contractor. Such insurance shall be placed with admitted insurers that maintain an A.M. Best's rating of not less than "A" (Excellent) with a Financial Size Category of VII or better with coverage forms acceptable to Contractor. The insurance described below shall be maintained uninterrupted for the duration of the project, including any warranty periods, and shall protect Contractor, and others as required by contract, for liabilities in connection with work performed by or on behalf of Contractor, its agents, representatives, employees or Contractors.

1. Certificates of Insurance in companies doing business in Georgia and acceptable to the City covering:
  - (a) Statutory Workers' Compensation Insurance, or proof that Contractor is not required to provide such coverage under State law;
    - (1) Employer's liability insurance by accident, each accident \$1,000,000
    - (2) Employer's liability insurance by disease, policy limit \$1,000,000

- (3) Employer's liability insurance by disease, each employee \$1,000,000
- (b) Professional Liability Insurance on the Contractor's services in this Agreement with limit of \$1,000,000;
- (c) Commercial General Liability Insurance covering all operations with combined single limit of \$1,000,000;
- (d) Comprehensive Automobile Liability Insurance with form coverage for all owned, non-owned and hired vehicles with combined single limit of \$1,000,000.
- (e) Umbrella or Excess Insurance. Umbrella or excess insurance is to be provided with General Liability, Auto Liability and Employers Liability scheduled as underlying policies with limits not less than the following:  
\$5,000,000 per occurrence  
\$5,000,000 aggregate

2. Additional Insured Requirement:

- (a) The City, its elected officials, officers, employees and agents, hereinafter referred to in this article and in the article entitled "Certificates of Insurance" as "the City and its officers" are to be named as additional insured on all policies of insurance except worker's compensation insurance and professional liability insurance with no cross suits exclusion (except for professional liability insurance). The City and its officers shall be included as additional insureds under commercial general liability and commercial umbrella insurance, for liabilities arising out of both the ongoing and completed operations of Contractor. Such additional insured coverage shall be endorsed to Contractor's policy by attachment of ISO Additional Insured Endorsement forms CG 20 10 10 01 (ongoing operations) and CG 20 37 10 01 (products-completed operations), or form(s) providing equivalent coverage.
- (b) All coverages required of the Contractor will be primary over any insurance or self-insurance program carried by the City.
- (c) If the Contractor is a joint venture involving two (2) or more entities, then each independent entity will satisfy the limits and coverages specified here or the joint venture will be a named insured under each respective policy specified.

Certificates of Insurance must be executed in accordance with the following provisions:

- (a) Certificates to contain policy number, policy limits, and policy expiration date of all policies issued in accordance with this Agreement;
- (b) Certificates to contain the location and operations to which the insurance applies;

- (c) Certificates to contain Contractor's protective coverage for any subcontractor's operations;
- (d) Certificates to contain Contractor's contractual liability insurance coverage;
- (e) Certificates are to be **issued to:**

**Darrell White, Interim Director  
Procurement Department  
535 Telfair Street - Room 605  
Augusta, Georgia 30901**

- 3. The Contractor shall be wholly responsible for securing certificates of insurance coverage as set forth above from all subcontractors who are engaged in this work.
- 4. The Contractor agrees to carry statutory Workers' Compensation Insurance and to have all subcontractors likewise carry statutory Workers' Compensation Insurance. Contractor agrees to waive all rights of subrogation and other rights of recovery against the City and its officers and shall cause each Subcontractor to waive all rights of subrogation for all coverage, excluding Professional E&O.
- 5. Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency from evidence provided will not be construed as a waiver of the Contractor's obligation to maintain such coverage. Contractor understands and agrees that the purchase of insurance in no way limits the liability of the Contractor.
- 6. The non-professional liability insurance Certificates shall state that the policy or policies shall not expire, be cancelled or altered without at least thirty (30) days prior written notice to the City (except ten (10) days for non-payment of premium). Policies and Certificates of Insurance listing the City and its officers as additional insureds (except for workers' compensation insurance and professional liability insurance) shall conform to all terms and conditions (including coverage of the indemnification and hold harmless agreement) contained in this Contract.

J. **Georgia Laws Govern** The laws of the State of Georgia shall govern the construction of this Contract without regard for conflicts of laws. Should any provision of this Contract require judicial interpretation, it is agreed that the court interpreting or construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against one party, by reason of the rule of construction, that a document is to be construed more strictly against the party who itself or through its agent prepared same; it being agreed that the agents of all parties have participated in the preparation hereof, and all parties have had an adequate opportunity to consult with legal counsel. In interpreting this Contract in its entirety, the printed provisions of this Contract, and any additions written or typed hereon, shall be given equal weight, and there shall be no inference by operation of law or otherwise; that any provision of this Contract shall be construed against either party hereto.

K. **Venue** This Agreement shall be deemed to have been made and performed in Augusta, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Augusta, Georgia.

**L. Contractor and Subcontractor Evidence of Compliance: Federal Work Authorization** Pursuant to O.C.G.A. §13-10-91, the City cannot enter into a contract for the physical performance of services unless the Contractor, its Subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees hired in the state of Georgia or hired to perform services on this Contract. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Contract as **Attachment B**. Contractor agrees that in the event it employs or contracts with any Subcontractor(s) in connection with this Contract, Contractor will secure from each Subcontractor an affidavit that certifies the Subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed Subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment C**. Each Subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each Subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as **Attachment D**.

**M. City Representative** The City may designate a representative through whom the Contractor will contact the City. In the event of such designation, said representative shall be consulted and his written recommendation obtained before any request for extra work is presented to the City. Payments to the Contractor shall be made only upon itemized bill submitted to and approved by said representative.

**N. Contractor's Status** The Contractor will supervise and direct the Work, including the Work of all Subcontractors. Only persons skilled in the type of work which they are to perform shall be employed. The Contractor shall, at all times, maintain discipline and good order among his employees, and shall not employ any unfit person or persons or anyone unskilled in the work assigned him. The relationship between the City and the Contractor shall be that of owner and independent contractor. Other than the consideration set forth herein, the Contractor, its officers, agents, servants, employees, and any Subcontractors shall not be entitled to any City employee benefits including, but not limited to social security, insurance, paid annual leave, sick leave, worker's compensation, free parking or retirement benefits. All services provided by Contractor shall be by employees of Contractor or its Subcontractors and subject to supervision by Contractor. No officer or employee of Contractor or any Subcontractor shall be deemed an officer or employee of the City. Personnel policies, tax responsibilities, social security payments, health insurance, employee benefits and other administrative policies, procedures or requirements applicable to the Work or services rendered under this Contract shall be those of the Contractor, not the City.

**O. Georgia Open Records Act** Contractor shall comply with the applicable provisions of the Georgia Open Records Act, O.C.G.A. §50-18-70 *et seq.*

**P. Business License** Contractor shall submit a copy of its current, valid business license with this Contract. If the Contractor is a Georgia corporation, Contractor shall submit a valid



City or city business license. If Contractor is a joint venture, Contractor shall submit valid business licenses for each member of the joint venture. If the Contractor is not a Georgia corporation, Contractor shall submit a certificate of authority to transact business in the state of Georgia and a copy of its current, valid business license issued by its home jurisdiction. If Contractor holds a professional license, then Contractor shall submit a copy of the valid professional license. Failure to provide the business license, certificate of authority, or professional license required by this section, may result in the Contract being terminated. Contractor shall ensure that any insurance, license, permit or certificate submitted in response to the City's RFP or as part of the Contract shall be current and valid when submitted, and shall remain valid, current and maintained in good standing for the Contract Term.

**Q. Sole Agreement** This Contract constitutes the sole contract between the City and the Contractor. The terms, conditions, and requirements of this Contract may not be modified, except by Change Order. No verbal agreement or conversation with any officer, agent, or employee of the City, either before or after the execution of the Contract, shall affect or modify any of the terms or obligations herein contained. No representations, oral or written, shall be binding on the parties unless expressly incorporated herein. No Change Order shall be enforceable unless approved by official action of the City as provided by law or in this Contract.

**R. Attachments and Appendices** This Contract includes the following Attachments and Appendices all of which are incorporated herein by reference:

- |              |   |
|--------------|---|
| Attachment A | Cost Proposal                                     |
| Attachment B | Augusta's Attachment "B" and S.A.V.E. (Pages 7-9) |
| Attachment C | Certificate Of Corporate Resolution               |
| Attachment D | Lobbyist State Registration                       |
| Appendix I   | City's RFP  |
| Appendix II  | Contractor's Response                             |
| Appendix III | Contractor's Terms of Engagement                  |

**S. Severability** If any provision of this Contract or the application thereof to any person or circumstance shall to any extent be held invalid, then the remainder of this Contract or the application of such provision to persons or circumstances, other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Contract shall be valid and enforced to the fullest extent permitted by law.

**T. Notices** Any notice or consent required to be given by or on behalf of any party hereto to any other party hereto shall be in writing and shall be sent to the City Administrator, Executive Officer and the Executive Assistant or to the Contractor or his authorized representative on the work site by (a) registered or certified United States mail, return receipt requested, postage prepaid, (b) personal delivery, or (c) overnight courier service. All notices sent to the addresses listed below shall be binding unless said address is changed in writing no less than fourteen days before such notice is sent. Future changes in address shall be effective upon written notice being given by the Contractor to the City's Executive Assistant or by the City to the Contractor's authorized representative via certified first class U.S. mail, return receipt requested.

Such notices will be addressed as follows:

**If to the City:**

City Administrator  
535 Telfair Street Suite 910  
Augusta, Georgia 30901

*and*

**With a copy to:**

Procurement Director  
Department of Procurement  
535 Telfair Street Suite 605  
Augusta, Georgia 30901

**If to the Contractor:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

U. **Counterparts** This Contract may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same Contract.

V. **Controlling Provisions** The Contract for this Project shall govern the Work. If any portion of the Contract shall be in conflict with any other portion, the various documents comprising the Contract shall govern in the following order of precedence: Contract, Change Orders or modifications issued after execution of the Contract; the provisions of the City's RFP; and the Contractor's Response thereto.

**[SIGNATURES CONTINUE ON NEXT PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in three counterparts, each to be considered as an original by their authorized representative.

**CONSULTANT**

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**AUGUSTA, GEORGIA (CITY)**

By: \_\_\_\_\_

Printed Name: Garnett L. Johnson, Mayor

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
LENA BONNER, CCC  
Clerk of the Board of Commissioners of  
Augusta, Georgia

**ATTACHMENT A**  
**COST PROPOSAL**

**ATTACHMENT G**  
**COST PROPOSAL**  
(Consisting of two (2) pages)

COSTS OR FEES IN ANY AREA OUTSIDE OF THE COST PROPOSAL SHALL RESULT IN  
RESPONDER'S PROPOSAL BEING DEEMED NON-RESPONSIVE.

Responder must complete and submit the attached pages of the Cost Proposal. The cost proposal must be submitted in a separate, sealed envelope with the responder's name, solicitation name, solicitation number, and "Cost Proposal" clearly identified on the outside of the envelope.

By signing this page, Responder acknowledges that he has carefully examined and fully understands the Contract, Scope of Work, and other attached documents, and hereby agrees that if his proposal is accepted, he will contract with

Augusta, Georgia according to the Request for Proposal documents.

<u>Marci Rubensohn</u> Print Name of Authorized Signer	<u>1180 West Peachtree Street N.W., Suite 1800</u> Business Entity Street Address
<u>Senior Policy Advisor</u> Title of Authorized Signer	<u>Atlanta, GA 30309</u> Business Entity City, State and Zip Code
 <u>Authorized Signature</u>	<u>404.817.8552</u> Contact Person's Phone Number
<u>Holland &amp; Knight LLP</u> Name of Business Entity Submitting Bid	<u>404.881.0470</u> Contact Person's Fax Number
<u>Atlanta, GA</u> Business Entity City	<u>marci.rubensohn@hklaw.com</u> Contact Person's E-Mail Address

**ATTACHMENT G  
COST PROPOSAL  
(Page 2 of 2)**

State a FIRM FIXED LUMP SUM that includes all direct and indirect costs as well as all things necessary to State advisory services.

**DO NOT INCLUDE FEES OR COSTS IN ANY AREA OUTSIDE OF THIS COST PROPOSAL.**

State Legislative Lobbying Services

	Hourly Rate	Estimated Total Project	Total Project Cost
Year One (1)	N/A	N/A	\$96,000
Year Two (2)	N/A	N/A	\$96,000
Year Three (3)	N/A	N/A	\$96,000
<b>Total</b>			<b>\$288,000</b>

Holland & Knight does not offer a billable hour approach because our Public Policy & Regulation Group, the lobbying arm of the firm, ended that practice more than a decade ago. While most law firms continue to use a billable hour approach in charging for their state advocacy services, we found the practice of logging time and billing public entity clients has several drawbacks.

- ▶ For example, there is the inability of being able to use the full public policy talent within a firm without seeking to charge clients for the additional hours. Holland & Knight’s approach provides the client with all of that advocacy talent and expertise as needed – at no additional cost.

**THIS RFP AND THE RESULTING CONTRACT ARE CONTINGENT UPON AVAILABLE FUNDING.**

**FEE Proposal shall be submitted in a separate sealed envelope**

**with the following information on the outside of it:  
RFP 25-300 – State Lobbying and Legislative Representation Services –  
Fee Proposal**

## **ATTACHMENT B**

**CONTRACTOR AFFIDAVIT AND AGREEMENT:  
AUGUSTA'S ATTACHMENT "B" AND S.A.V.E. PROGRAM (PAGES 7-9)**



Attachment B

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.

Augusta, Georgia Augusta Procurement Department

ATTN: Procurement Director

535 Telfair Street, Suite 605

Augusta, Georgia 30901

Name of Proponent: Holland & Knight LLP

Street Address: 1180 West Peachtree Street N.W., Suite 1800

City, State, Zip Code: Atlanta, GA 30309

Phone: 404.817.8500

Fax: 404.881.0470

Email: marci.rubensohn@hkllaw.com

Do You Have A Business License? Yes: X No:

Augusta, GA Business License # for your Company (Must Provide): N/A

And/or Your State/Local Business License # for your Company (Must Provide): State Control Number No. K701659

Utility Contractors License # (Must Provide if applicable): N/A MUST BE LISTED ON FRONT OF ENVELOPE

General Contractor License # (Must Provide if applicable): N/A

Additional Specialty License # (Must Provide if applicable): N/A

NOTE: Company must be licensed in the Governmental entity for where they do the majority of their business. If your Governmental entity (State or Local) does not require a business license, please state above (Procurement will verify), your company will be required to obtain a Richmond County business license if awarded a BID. For further information regarding Augusta, GA license requirements, please contact the License and Inspection Department @ 706 312-5050.

List the State, City & County that issued your license:

Acknowledgement of Addenda: (#1) X (#2) (#3) (#4) (#5) (#6) (#7) (#8)

NOTE: CHECK APPROPRIATE BOX (ES) - ADD ADDITIONAL NUMBERS AS APPLICABLE

Statement of Non-Discrimination

The undersigned understands that it is the policy of Augusta, Georgia to promote full and equal business opportunity for all persons doing business with Augusta, Georgia. The undersigned covenants that we have not discriminated, on the basis of race, religion, gender, national origin or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities.

The undersigned covenants and agrees to make good faith efforts to ensure maximum practicable participation of local small businesses on the proposal or contract awarded by Augusta, Georgia. The undersigned further covenants that we have completed truthfully and fully the required forms regarding good faith efforts and local small business subcontractor/supplier utilization.

The undersigned further covenants and agrees not to engage in discriminatory conduct of any type against local small businesses, in conformity with Augusta, Georgia's Local Small Business Opportunity Program. Set forth below is the signature of an officer of the proposer/contracting entity with the authority to bind the entity.

The undersigned acknowledge and warrant that this Company has been made aware of understands and agrees to take affirmative action to provide such companies with the maximum practicable opportunities to do business with this Company;

That this promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;

That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made as part of and incorporated by reference into any contract or portion thereof which this Company may hereafter obtain and;

That the failure of this Company to satisfactorily discharge any of the promises of nondiscrimination as made and set forth herein shall constitute a material breach of contract entitling Augusta, Georgia to declare the contract in default and to exercise any and all applicable rights remedies including but not limited to cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and or forfeiture of compensation due and owing on a contract.

Non-Collusion of Prime Proponent

By submission of a proposal, the vendor certifies, under penalty of perjury, that to the best of its knowledge and belief:

(a) The prices in the proposal have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.

(b) Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or to any competitor.

(c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition. Collusions and fraud in proposal preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Document Must Be Notarized.



**Conflict of Interest**

By submission of a bid, the responding firm certifies, under penalty of perjury, that to the best of its knowledge and belief:

- 1. No circumstances exist which cause a Conflict of Interest in performing the services required by this BID, and
- 2. That no employee of the County, nor any member thereof, nor any public agency or official affected by this BID, has any pecuniary interest in the business of the responding firm or his sub-consultant(s) has any interest that would conflict in any manner or degree with the performance related to this BID. By submission of a bid, the vendor certifies under penalty of perjury, that to the best of its knowledge and belief:
  - (a) The prices in the bid have been arrived at independently without collusion, consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other vendor or with any competitor.
  - (b) Unless otherwise required by law, the prices which have been quoted in the bid have not knowingly been disclosed by the vendor prior to opening, directly or indirectly, to any other vendor or competitor.
  - (c) No attempt has been made, or will be made, by the vendor to induce any other person, partnership, or cooperation to submit or not to submit a bid for the purpose of restricting competition. For any breach or violation of this provision, the County shall have the right to terminate any related contract or agreement without liability and at its discretion to deduct from the price, or otherwise recover, the full amount of such fee, commission, percentage, gift, payment, or consideration.

**Contractor Affidavit and Agreement: Contractor Affidavit under O.C.G.A. § 13-10-91(b) (I)**

**GEORGIA E-Verify and Public Contracts:** The Georgia E-Verify law requires contractors and all sub-contractors on Georgia public contract (contracts with a government agency) for the physical performance of services **over \$2,499 in value to enroll in E-Verify, regardless of the number of employees.** They may be exempt from this requirement if they have no employees and do not plan to hire employees for the purpose of completing any part of the public contract. Certain professions are also exempt. All requests for proposals issued by a city must include the contractor affidavit as part of the requirement for their bid to be considered.

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use, and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

**Georgia Law requires your company to have an E-Verify\*User Identification Number (Company I.D.) on or after July 1, 2009.**

For additional information or to enroll your company, visit the State of Georgia website:

<https://e-verify.uscis.gov/enroll/> and/or [http://www.dol.state.ga.us/pdf/rules/300\\_10\\_1.pdf](http://www.dol.state.ga.us/pdf/rules/300_10_1.pdf)

**Federal Work Authorization User Identification Number:** **E-VERIFY REQUIRED FOR ALL CONTRACTS OVER \$2,499.00**

**Date of Authorization**

**\*\* (E-Verify Number)** 1852393

July 6, 2022

Holland & Knight LLP  
**Name of Contractor**

State Lobbying and Legislative Representation Services RFP Item # 25-300  
**Name of Project / Bid Number**

AUGUSTA, GEORGIA – RICHMOND COUNTY CONSOLIDATED GOVERNMENT

**Name of Public Employer**

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on October 11, 2024 in Atlanta (City), GA (State).

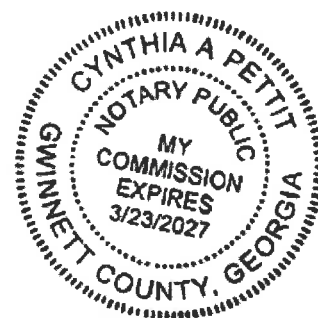
  
**Signature of Authorized Officer or Agent**

Marci Rubensohn, Senior Policy Advisor  
**Printed Name and Title of Authorized Officer or Agent**

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE** 11 **th** **DAY OF** October, 2024

  
**Notary Public**

03/23/27  
**My Commission Expires:**



The undersigned further agrees to submit a notarized copy of Attachment B and any required document Georgia Board of Commissions specifications which govern this process. In addition, the undersigned agr any subcontractor(s) as requested and or required. **I further understand that my submittal will be deem process is violated.**

**You Must Complete and Return the 2 pages of Attachment B with Your Submittal. Documei**



You Must Complete and Return with Your Submittal. Document Must Be Notarized

Systematic Alien Verification for Entitlements (SAVE) Program

Affidavit Verifying Status for Augusta, Georgia Benefit Application By executing this affidavit under oath, as an applicant for an Augusta, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, Contract, or other public benefit as reference in O.C.G.A. Section 50-36-1, I am stating the following with respect to my bid for an Augusta, Georgia contract for

RFP Item #25-300 (State Lobbying and Legislative Representation Services)

[RFP Project Number and Project Name]

Marci Rubensohn

[Print/Type: Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

Holland & Knight LLP

[Print/Type: Name of business, corporation, partnership, or other private entity]

1.) X I am a citizen of the United States.

OR

2.) I am a legal permanent resident 18 years of age or older.

OR

3.) I am an otherwise qualified alien (8 § USC 1641) or nonimmigrant under the Federal Immigration and Nationality Act (8 USC 1101 et seq.) 18 years of age or older and lawfully present in the United States.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Handwritten signature of Marci Rubensohn

Signature of Applicant

Marci Rubensohn

Printed Name

\* Alien Registration Number for Non-Citizens

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 11th DAY OF October, 2024

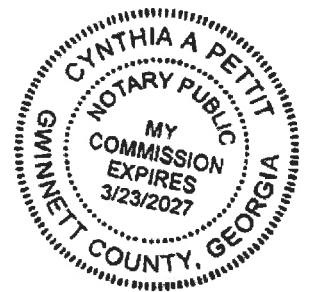
Cynthia A. Pettit

Notary Public

My Commission Expires:

03/23/2027

NOTARY SEAL



Note: THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR SUBMITTAL

Rev. 2/17/2016

# ATTACHMENT C

## CERTIFICATE OF CORPORATE RESOLUTION

I, \_\_\_\_\_, certify the following:

That I am the duly elected and authorized Secretary of \_\_\_\_\_ (hereinafter referred to as the “\_\_\_\_\_”), an \_\_\_\_\_ organized and incorporated to do business under the laws of the State of \_\_\_\_\_;

That said corporation has, through lawful resolution of the Board of Directors of the corporation, duly authorized and directed \_\_\_\_\_, in his official capacity as \_\_\_\_\_

\_\_\_\_\_ of the corporation, to enter into and execute the following described agreement with Augusta, Georgia Consolidated Government, a political subdivision of the State of Georgia:

\_\_\_\_\_;

That the foregoing Resolution of the Board of Directors has not been rescinded, modified, amended, or otherwise changed in any way since the adoption thereof, and is in full force and effect on the date hereof.

IN WITNESS WHEREOF, I have set my hand and corporate seal; This the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(CORPORATE  
\_\_\_\_\_  
SEAL)

**ATTACHMENT D**

**LOBBYIST STATE REGISTRATION**



GEORGIA  
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE  
BRAD RAFFENSPERGER

**BUSINESS SEARCH**

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BUSINESS INFORMATION

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Business Name: **HOLLAND & KNIGHT  
LLP**

Control Number: **K701659**

Business Type: **Foreign Limited Liability  
Partnership**

Business Status: **Active/Compliance**

Business Purpose: **NONE**

Principal Office Address: **524 GRAND REGENCY  
BLVD, BRANDON, FL,  
33510, USA**

Date of Formation /  
Registration Date: **1/1/1997**

Jurisdiction: **Florida**

Last Annual Registration  
Year: **2024**

Principal Record Address: **524 GRAND REGENCY  
BLVD, BRANDON, FL,  
33510, USA**

REGISTERED AGENT INFORMATION

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Registered Agent Name: **CORPORATE CREATIONS NETWORK**

Physical Address: **2985 GORDY PARKWAY, 1ST FLOOR, MARIETTA, GA, 30066, USA**

County: **Cobb**

[Filing History](#)

[Name History](#)

# State of Florida



## Department of State

I certify from the records of this office that HOLLAND & KNIGHT LLP is a Florida Limited Liability Partnership, filed on January 6, 1998.

The document number of this registration is LLP980000003.

I further certify that the status of said limited liability partnership is active.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Tenth day of April, 2024



CR2E022 (01-11)

Cord Byrd

Secretary of State