

AUGUSTA, GEORGIA PARKS AND RECREATION DEPARTMENT
CONSULTANT SERVICES AGREEMENT
BETWEEN
AUGUSTA, GEORGIA
AND
INFRASTRUCTURE SYSTEMS MANAGEMENT, LLC

This Consultant Services Agreement ("Agreement") made and entered into this 2nd day of August 2022 (the "Effective Date"), by and between Augusta, Georgia (hereinafter referred to as "Augusta") a political subdivision of the State of Georgia, acting by and through the Augusta Parks and Recreation Department ("APRD") whose address is 2027 Lumpkin Road, Augusta, GA 30906, and Infrastructure Systems Management, LLC (hereinafter referred to as the "Consultant") a Georgia corporation whose address is P.O. Box 277, Augusta, GA 30904.

WHEREAS, on March 16, 2021, voters of Augusta-Richmond County approved its 8th Special Purpose Local Option Sales Tax referendum (SPLOST 8); and

WHEREAS, within SPLOST 8 approximately \$66 million was approved for capital improvement projects ("CIPs") under the purview of ARPD and its subsidiary and affiliate departments; and

WHEREAS, Consultant was awarded bid RFP 22-198 related to selecting firms to provide program and project management services for CIPs;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Consultant and Augusta, intending to be legally bound, do hereby covenant and agree as follows:

ARTICLE I.

SCOPE OF SERVICES TO BE PROVIDED

A. Consultant will assist APRD with management of the CIP. Consultant will report to the Director of Parks and Recreation ("Director"). With guidance from the Director and/or APRD staff, the selected firm will prioritize, plan, organize, coordinate, review, budget and oversee activities by other consultants and contractors to implement the CIP.

B. Services provided by the Consultant's program management team shall include, but are not limited to:

a. Assist APRD staff in developing CIP priorities from the existing project list and help in identifying other needs or projects that could be added to the overall program and provide guidance and estimations of post-construction maintenance costs and considerations

b. Develop a program management plan for all projects and other miscellaneous activities.

c. Maintain the budget and schedule; this includes establishment of project management protocol using appropriate software and detail for management and coordination of the CIP.

d. Provide detailed forecasting and reporting to the Director, City Administrator, Mayor, Commission, and/or the general public on performance, deadlines, and budgetary considerations.

e. Coordination with the Augusta's annual budget process, long-term capital improvement planning, and applicable grants administration.

f. Coordination and management of all project phases, completion of design, engineering, environmental considerations, utilities, permitting, bidding, procurement, construction through contract closeout, and financial reporting of improved capital assets.

g. Utilization, coordination, data entry, and verification of Augusta scheduling, staffing, project management, and financial systems so that up-to-date information is available to Augusta staff.

h. Provide bi-weekly updates to the Director, as well as quarterly and ad hoc reports to the Mayor and Augusta Commissioners.

i. Construction inspection services, either directly or through coordination thereof, on behalf of Augusta.

j. Work with Augusta staff to provide communication to the public regarding project status; prepare and attend Commission workshops, meetings and other applicable public hearings; articulate program accomplishments to Augusta staff, Mayor and Commission, and public; provide up-to-date information to the Augusta public relations team to be included on Augusta's website and other communication platforms.

k. Render services up to seven (7) but no less than five (5) days per week, on an on-call basis as needed; this will be inclusive of any necessary on-call services. This is a material term.

C. Design services are to include at the minimum assisting APRD with management and oversight of consultants and contractors in areas such as engineering, architecture, landscape architecture, land surveying, environmental compliance, technical management, and administrative services. Additionally, the selected project management firm will provide qualified technical and professional personnel to perform to Augusta standards and procedures as assigned.

a. Offer recommendations on scheduling and phasing of projects;

b. Provide coordination and support of permit activities and resolve issues with permitting agencies;

c. Provide coordination of structural reviews, manage independent reviews of designs of buildings, major retaining walls, to verify design integrity, cost-effectiveness, and conformity to current design.

d. Provide utility coordination for all projects to include identification and management of utility conflicts early in the project lifecycle to avoid or minimize cost to the Augusta or to avoid schedule delays. Coordinate engineering support for limited construction plans and bid documents for minor projects including, but not limited to, drainage improvements, sidewalks, etc.

D. Construction Management services are to include at a minimum the entirety of the CIP implementation as it relates to the approved SPLOST 8 projects or other projects. This will include including contractor management, administration, engineering, inspection and management of materials, and compliance with Augusta codes, and construction standards, and close out services for all projects that meet the standards of any grant awards. Additional construction services will include the following:

- a.** Prepare or validate construction cost estimates based on preliminary plans and prepare final estimates for engineers along with cost comparisons.
- b.** Prepare and/or review bid documents and manage bid process for all projects.
- c.** Ensure compliance with all applicable federal, state, and local procurement laws.
- d.** Schedule and conduct pre-construction meetings with contractors, utilities companies, and other appropriate parties.
- e.** Receive, review, and archive all submittals, including schedules, shop drawings, engineering and architectural plans, and erosion control plans.
- f.** Provide experienced project staff whose duties will include day-to-day decisions on plans, construction acceptability, direction to the contractor's superintendent, and supervision and assignment of inspection and testing personnel.
- g.** Maintain detailed and accurate records of contractors' operations and significant events that affect work. Input all documents and activities into a designated FTP site or cloud-based software that will be made available for Augusta staff to inspect during project(s) construction phase.
- h.** Provide complete contract administration, management, and documentation of the projects, including providing and maintaining all emails, letters, submittals, reports, resolution of problems, etc.; these records shall be provided to the Augusta during project closeout.
- i.** Utilize a performance evaluation scorecard provided by Augusta to monitor any work that is performed on behalf of Augusta. Consultant will provide

feedback on the effectiveness of the scorecard and identify opportunities to monitor and enhance performance.

j. Assist APRD staff in responding to all public inquiries during design and construction.

E. Post Construction Closeout Service are to include at a minimum to providing Augusta with a completed project closeout package that could include any or all of the necessary documentation and activities listed below:

a. Providing Augusta with all necessary documentation and records of program activities, including all audit records.

b. Provide all operation manuals and guarantees associated with Capital program.

c. Provide Augusta with all as-built and record drawings associated with Capital program.

d. Ensure all warranty management related items have been satisfied.

e. Notify appropriate agencies (GDOT, etc.) of project close, and provide agencies with all necessary/required documentation and final payments to fully closeout project.

f. Convene a final program management closeout meeting with Augusta staff; all project documents will be provided to Augusta during this meeting.

F. Consultant shall provide other services that were part of Consultant's Response to RFP 22-198, which is attached hereto as Exhibit "A," and incorporated herein.

G. Augusta may elect to expand, reduce, or delete the extent of each of Consultant's responsibilities listed above or add work elements as needed according to the availability of the SPLOST 8 funds and/or other appropriate funding source identified by the Director and approved by the Augusta Commission.

ARTICLE II
GENERAL CONDITIONS

A. Agreement Term The term of this Agreement commences on the Effective Date hereof and terminates absolutely and without further obligation on the part of Augusta, Georgia each and every December 31st, unless terminated earlier in accordance with the termination provisions of the Agreement. The term of this agreement automatically renews on each January 1st, unless terminated in accordance with the termination provisions of the Agreement. The term of this agreement shall terminate absolutely, with no further renewals, three years from the Effective Date, unless extended by written amendment. All extensions shall be annually, for an additional one year term upon mutual consent of both parties with all terms and conditions remaining the same. In no case shall this Agreement shall be extended more than two (2) times. Any extension is contingent upon funding and satisfactory delivery and performance, to be determined in Augusta, Georgia's sole discretion.

ARTICLE III
CONSIDERATION/FEES

A. Augusta shall pay to Consultant the fees and expenses as set forth on Exhibit "B" (the "Rate Schedules"), which is attached hereto and incorporated herein. The rates as set forth in Exhibit "B" shall be in effect for the duration of this Agreement. The fees to be paid to Consultant for services under this Agreement will be determined either on the actual time and materials expended on the work or on a per project basis, depending on the nature of the assignment requested and will be subject to APRD's acceptance and approval for each assignment.

B. Adjustment in price in this Agreement shall be computed in one of the following ways:

- a.** By agreement on a fixed price adjustment before commence of the pertinent performance or as soon thereafter as practicable;
- b.** By unit prices specified in this Agreement or subsequently agreed upon;

- c. By the costs attributable to the events or situations under such clause with adjustment of profit or fee, all as specified in this Agreement or subsequently agreed upon; and/or
- d. In such other manner as the contracting parties may mutually agree upon.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF CONSULTANT

Consultant hereby represents and warrants to APRD as follows:

A. The Consultant warrants that it has a minimum of five (5) years of experience of managing multi-project CIP in the public sector, and that it will possess and maintain all licenses required by federal, state, and local laws to perform work described in this Agreement.

B. Due Authorization and Binding Obligation This Agreement has been duly authorized, executed and delivered by Consultant and constitutes a legal, valid and binding obligation of Consultant, enforceable against Consultant in accordance with its terms, except to the extent its enforceability may be limited by (i) applicable bankruptcy, reorganization, moratorium or similar laws affecting enforcement of creditors' rights or remedies generally, (ii) general equitable principles concerning remedies, and (iii) limitations on the enforceability of rights to indemnification by federal or State laws or regulations or public policy.

C. No Conflict To its knowledge, neither the execution nor delivery of this Agreement by Consultant, nor the performance by Consultant of its obligations hereunder (i) conflicts with, violates or results in a material breach of any law or governmental regulation applicable to Consultant, (ii) conflicts with, violates or results in a material breach of any term or condition of any order, judgment or decree, or any contract, agreement or instrument, to which Consultant is a party or by which Consultant or any of its properties or assets are bound, or constitutes a material default under any of the foregoing, or (iii) constitutes a default under or results in the creation of, any lien, charge, encumbrance or security interest upon any assets of Consultant under any agreement or instrument to which Consultant is a party or by which Consultant or its assets may be bound or affected.

D. No Approvals Required No approval, authorization, order or consent of, or declaration, registration or filing with, any Governmental Authority is required for the valid execution and delivery of this Agreement by Consultant or the performance of its obligations hereunder, except such as have been duly obtained or made.

E. Financial Condition There has been no material adverse change in the financial condition of Consultant that would impair the ability of Consultant to perform its obligations under this Agreement.

F. No Collusion Consultant's Proposal is genuine and not collusive or a sham. Consultant has not colluded, conspired, connived or agreed, directly or indirectly, with any other person, to put in a sham proposal, or to refrain from proposing, and has not in any manner, directly or indirectly, sought, by agreement, collusion, communication or conference with any person, to fix the prices of Consultant's proposal or the proposals of any other person or to secure any advantage against any person interested in this Agreement.

G. Information Supplied By Consultant The information supplied and representations and warranties made by Consultant and in all submittals made in response to the RFP, including Consultant's Proposal, and in all post-proposal submittals with respect to Consultant (and, to its knowledge, all information supplied in such submittals with respect to any subsidiary or subcontractor) are true, correct and complete in all material respects. Consultant's Proposal does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary in order to make the statements therein not misleading.

H. Ethics: Gratuities and Kickbacks Neither Consultant, any subsidiary, or any agent or other representative of Consultant has given or agreed to give, any employee or former employee of APRD or any other person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a procurement requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any procurement requirement or an Agreement or subcontract, or to any solicitation or proposal for an Agreement or subcontract. Notwithstanding any other provision hereof,

for the breach or violation of this representation and warranty and upon a finding after notice and hearing, Augusta may terminate this Agreement.

I. Contingent Fees The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Consultant for the purpose of securing business and that the Consultant has not received any non-Augusta fee related to this Agreement without the prior written consent of the Augusta. For breach or violation of this warranty, the Augusta shall have the right to annul this Agreement without liability or at its discretion to deduct from the Agreement Price of consideration the full amount of such commission, percentage, brokerage or contingent fee.

J. Existence and Powers Consultant is a corporation duly organized and validly existing under the laws of Georgia and is duly qualified to do business in the State of Georgia, with full power, authority and legal right to enter into and perform its obligations under this Agreement.

ARTICLE V

INSURANCE

Consultant shall at all times during the term of this Contract, obtain and maintain continuously, at its own expense, and file with Augusta evidence of a policy or policies of insurance as enumerated below.

A. A policy of Commercial General Liability Insurance, written on an insurance industry standard occurrence form for not less than \$1,000,000.

B. A policy of Professional Liability, Errors and Omissions with limits not less than \$1,000,000.

C. A policy of Workers Compensation Insurance. As respects Workers Compensation insurance in the State of Georgia, the Contractor shall secure its liability for industrial injury to the employees in accordance with the provisions of § 34-9-1 et seq, Official Code of Georgia Annotated. Such policy must provide the following minimum limit:

- a. Worker's Compensation – Statutory coverage
- b. Employer's Liability - \$1,000,000

D. Any deductible or self-insured retention must be disclosed and is subject to approval by Augusta. The cost of any claim payments falling within the deductible shall be the responsibility of the Consultant.

E. If any such policy is written on a "Claims Made" form, the retroactive date shall be prior to or coincident with the Effective Date of this Contract. The policy shall state the coverage is "Claims made" and state the retroactive date. Claims made form coverage shall be maintained by Consultant for a minimum of two years following the expiration or earlier termination of this Contract and Consultant shall annually provide Augusta with proof of renewal. If renewal of the claims made form of coverage becomes unavailable, or economically prohibitive, Consultant shall purchase an extended reporting period ("tail") or execute another form of guarantee acceptable to Augusta to assure financial responsibility for liability for services performed.

a. Additional Insured and Primary Insurance Provisions:

b. Such insurance, as provided in (1), (2), & (4) above, shall be endorsed to include Augusta, its officers, elected officials, employees, agents, and volunteers as additional insured, and shall not be reduced or canceled without forty-five (45) days prior written notice to Augusta.

c. In addition, Consultant's insurance shall be primary, and any other insurance maintained by Augusta shall be excess and not contributing insurance with the Consultant's insurance.

d. Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

i. A copy of the policies declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

ii. A copy of the endorsement naming Augusta as an Additional Insured showing the policy number and signed by an authorized representative

of the insurance company for Commercial General Liability and Worker's Compensation.

iii. A copy of an endorsement stating that the coverages provided by this policy to Augusta or any other named insured shall not be terminated reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to Augusta.

g. Policy Rating: All policies shall be subject to approval by Augusta Finance Director as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Georgia or issued as a surplus line by a Georgia Surplus line broker), form and coverage, and primary to all other insurance.

h. Self-Insurance: Should Consultant be self-insured, under item (1), (2), (3) and (4) above, a letter from a Corporate Officer stipulating if actuarially funds and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how Consultant would protect and defend Augusta as Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.

i. Subcontractors: Consultant shall include all subcontractors as insured under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

F. Failure of the Consultant to furnish and maintain said Insurance requirements shall be considered a material default of this Contract.

ARTICLE VI

TERMINATION

A. Augusta may terminate this Agreement upon thirty (30) days written notice to the Consultant for any reason whatsoever at its sole discretion. APRD shall, upon invoice, pay for all service rendered to the date of termination as provided for herein.

B. Augusta shall have the right to terminate this Agreement for a violation of the terms hereof, at any time after thirty (30) days' notice, other such other time period as set forth in such notice, has been given to the Consultant and unless corrective action has been taken or commenced within said thirty (30) day period and thereafter diligently completed.

C. Termination of the Agreement for Default Failure of the Consultant, which has not been remedied or waived, to perform or otherwise comply with a material condition of the Agreement shall constitute default. Augusta, Georgia may terminate this contract in part or in whole upon written notice to the Consultant pursuant to this term.

D. Augusta shall have the right to terminate this Agreement immediately upon or after any of the following:

1. Assignment for Creditors: The Consultant makes a general assignment for the benefit of creditors.

2. Bankruptcy: The Consultant files a petition for relief as a debtor under any Article or chapter of the Federal Bankruptcy Code, as amended from time to time.

3. Receivership: A receiver, trustee, or custodian is appointed for all or substantially all of the assets of the Consultant in any proceeding brought by or against the Consultant, or the Consultant consents to or acquiesces in such appointment.

E. Augusta may terminate this Agreement any time for breach of contractual obligations by providing written notice of such cancellation. Should Augusta exercise its right to cancel the Agreement for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation. Furthermore, Augusta may terminate this Agreement at any time upon the giving of written notice as follows:

1. In the event that Consultant fails to discharge any obligations or remedy any default or breach under this Agreement for a period continuing more than thirty (30) days after the providing written notice specifying such failure or default and that such failure or default continues to exist as of the date upon which such notice so terminating this Agreement is given; or

2. In the event that Consultant makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency, or reorganization pursuant to bankruptcy laws or laws of debtor's moratorium; or

3. In the event that appropriate and otherwise unobligated funds are no longer available to satisfy the obligations of APRD.

F. Temporary Suspension or Delay of Performance of Contract To the extent that it does not alter the scope of this Agreement, Augusta Georgia may unilaterally order a temporary stopping of the work, or delaying of the work to be performed by Consultant under this Agreement.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. Consultant will promptly observe and comply with applicable provisions of all published federal, state, and local laws, rules and regulations which govern or apply to the services rendered by Consultant herein, or to the wages paid by Consultant to its employees.

B. Consultant will procure and keep in force during the term of this Agreement all necessary licenses, registrations, certificates, permits, and other authorizations as are required herein.

C. All reports, documents, data bases, commercials, and other deliverable products produced by Consultant and delivered to APRD under the terms of this Agreement will at all times be the exclusive property of APRD.

D. Governing Law This Agreement and any questions concerning its validity, construction or performance shall be governed by the laws of the State of Georgia, irrespective of the place of execution or the place or places of performance.

E. Counterparts This Agreement may be executed in more than one counterpart, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

F. Severability In the event that any part, provision or term of this Agreement shall, for any reason, be determined to be invalid, illegal, or unenforceable in any respect, the Parties shall negotiate in good faith and agree to such amendments, modifications, or supplements of or to this Agreement or such other appropriate actions as shall, to the maximum extent practicable in light of such determination, implement and give effect to the intentions of the

Parties as reflected herein, and the other provisions of this Agreement shall, as so amended, modified, supplemented, or otherwise affected by such action, remain in full force and effect.

G. No Third Party Beneficiary This Agreement is intended to be solely for the benefit of Consultant and Augusta and their respective successors and permitted assigns and is not intended to and shall not confer any rights or benefits on any Person not a signatory hereto.

H. APRD Approvals and Consents When this Agreement requires any approval or consent by APRD to a Consultant submission, request or report, the approval or consent shall be given by the Director or the Director's designated representative in writing and such writing shall be conclusive evidence of such approval or consent, subject only to compliance by APRD with the applicable law that generally governs its affairs. Unless expressly stated otherwise in this Agreement, and except for requests, reports and submittals made by the Consultant that do not, by their terms or the terms of this Agreement, require a response or action, if APRD does not find a request, report or submittal acceptable, it shall provide written response to Consultant describing its objections and the reasons therefore within thirty (30) days of the APRD's receipt thereof. If no response is received, the request, report or submittal shall be deemed rejected.

I. Notices and Authorized Representatives All notices, consents, approvals or communications required or permitted hereunder shall be and may be relied upon when in writing and shall be (i) transmitted by registered or certified mail, postage prepaid, return receipt requested, with notice deemed to be given upon receipt, or (ii) delivered by hand or nationally recognized courier service, or (iii) sent by facsimile transmission with confirmed receipt thereof, with a hard copy thereof transmitted pursuant to (i) or (ii) above. All such notices, consents, approvals or communications shall be addressed as follows:

For Augusta:

Office of the Mayor
535 Telfair Street
Suite 200
Augusta, Georgia 30901

Augusta Parks and Recreation Department
2027 Lumpkin Road
Augusta, Georgia 30906
Attn: Maurice McDowell, Director

With a Copy to:
General Counsel
Augusta Law Department
535 Telfair Street, Building 3000
Augusta, GA 30901

For Consultant:

Infrastructure Systems Management, LLC
P.O. Box 277
Augusta, Georgia 30903
Attn: Abie Ladson, PE

J. Nondiscrimination During the performance of services under this Agreement, Consultant agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and employees are treated during employment, without regard to their race, color, religion, sex, age, or national origin. Such action will include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

K. Indemnification Consultant hereby agrees to hold harmless, indemnify and defend APRD, its members, elected officials, officers and employees, against any claim, action, loss, damage, injury (whether mental or physical, and including death to persons, or damage to property), liability, cost and expense of whatsoever kind or nature including, but not by way of limitation, attorneys' fees and court costs, caused by negligent acts or acts of commission or omission by Consultant its officers, employees, sub-consultants, or other representatives.

L. Compliance with laws The Consultant shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state or City statute, ordinances and rules during the performance of any contract between the Consultant and Augusta. Consultant shall also provide, pay for, and maintain with companies, reasonably satisfactory to Augusta, the types of insurance as set forth in the Augusta-Richmond County Code, and Georgia law as the same may be amended from time to time.

M. Prompt Pay Act The terms of this Agreement supersede any and all provisions of the Georgia Prompt Pay Act.

N. Consultant acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the Augusta Board of Commissioners and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning Augusta, Georgia's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to Augusta, Georgia under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to Augusta, Georgia under a contract that has not received proper legislative authorization or if the Consultant provides goods or services to Augusta, Georgia in excess of the any contractually authorized goods or services, as required by Augusta, Georgia's Charter and Code, Augusta, Georgia may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to Augusta, Georgia, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to Augusta, Georgia, however characterized, including, without limitation, all remedies at law or equity." This acknowledgement shall be a mandatory provision in all Augusta, Georgia contracts for goods and services, except revenue producing contracts.

O. All contractors and subcontractors entering into contracts with Augusta, Georgia for the physical performance of services shall be required to execute an Affidavit verifying its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Augusta, Georgia has registered with and is participating in a federal work authorization program. All contractors and subcontractors must provide their E-Verify number and must be in compliance with the electronic verification of work authorized programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and shall continue to use the federal authorization program throughout the contract term. All contractors shall further agree that, should it employ

or contract with any subcontractor(s) in connection with the physical performance of services pursuant to its contract with Augusta, Georgia the contractor will secure from such subcontractor(s) each subcontractor's E-Verify number as evidence of verification of compliance with O.C.G.A. § 13-10-91 on the subcontractor affidavit provided in Rule 300-10-01-.08 or a substantially similar form. All contractors shall further agree to maintain records of such compliance and provide a copy of each such verification to Augusta, Georgia at the time the subcontractor(s) is retained to perform such physical services.

P. Inspection Augusta, Georgia may, at reasonable times and upon reasonable notice, inspect the part of the plant, place of business, or work site of Consultant or any subcontractor of Consultant or subunit thereof which is pertinent to the performance of any contract awarded or to be awarded by Augusta, Georgia.

Q. Independent Contractor The Consultant shall act at all times as an independent contractor, not as an agent of Augusta or APRD; and shall retain control over its employees, agents, servants and subcontractors.

R. Assignment and Subcontracting The Consultant shall not sell, convey, transfer, mortgage, subcontract, sublease or assign this Agreement or any part thereof, or any rights created thereby, without the prior written consent of Augusta, whose consent shall not be unreasonably withheld. Any assignment or transfer of this Agreement or any rights of the Consultant hereunder, without the prior written consent of Augusta shall be invalid, and shall convey to Augusta the right to terminate this Agreement at its sole discretion. If any obligation of the Consultant is performed through a subcontractor, Consultant shall remain fully responsible for the performance of this Agreement in accordance with its terms. No subcontractor shall be deemed a third party beneficiary for any purposes under this Agreement.

S. Choice of Law and Venue This Agreement shall be performable and enforceable in the Superior Court of Richmond County, Georgia, and shall be construed in accordance with the laws of the State of Georgia. Consultant by execution of this Agreement specifically consents to jurisdiction and venue in the Superior Court of Richmond County and waives any right to contest same.

T. Invalid Provisions If any covenant, condition or provision contained in this Agreement is held to be invalid by any Court of competent jurisdiction, the invalidity of any such covenant, condition or provision shall in no way affect any other covenants, conditions or provisions contained in this Agreement; provided, that the validity of such covenant, condition or

provision does not materially prejudice either the APRD or Consultant in its respective rights and obligations contained in the valid covenants, conditions or provisions of this Agreement.

U. Waivers Failure by Augusta to insist upon the strict performance by the Consultant of any of the terms herein contained shall not constitute a waiver of Augusta's right to thereafter enforce any such term, but the same shall continue in full force and effect. The exercise of any right to terminate arising under this Agreement shall not operate to deprive Augusta of any coexisting right to seek damages or other remedies arising from the default of the Consultant.

V. Entire Agreement This Agreement constitutes the entire agreement between the parties and will supersede and replace all prior agreements or understandings, written or oral, in relation to the matters set forth herein. Notwithstanding the foregoing, however, Consultant hereby affirms the completeness and accuracy of all of the information provided by it in its proposal to Augusta in pursuit of this Agreement. Should there be a conflict between any provision in this Agreement and the Consultant's response to RFP 22-198 (Exhibit "A"), the Consultant's response to RFP 22-198 shall take precedence over this Agreement.

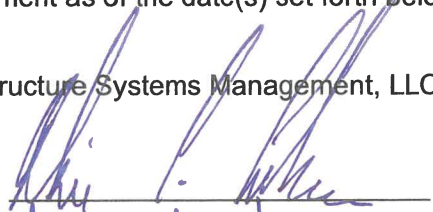
W. Damage Limitation Neither party shall be entitled to recover punitive, special or consequential damages from the other party to this Agreement for any reason whatsoever, except if otherwise specifically provided for herein.

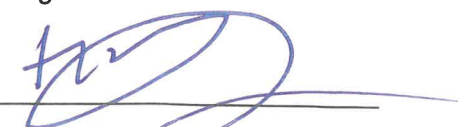
[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Infrastructure Systems Management, LLC

Augusta, Georgia

By: 

By: 

Name: ARIE L. ADSON

The Honorable Hardie Davis, Jr.

Title: OWNER/MEMBER

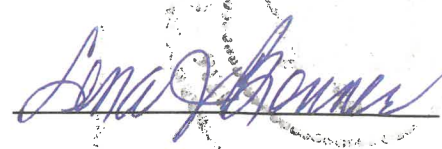
Mayor

Date: 9/21/22

Date: 9-27-22

ATTEST:

(SEAL)

By: 

Lena J. Bonner

Clerk of the Commission

Date: 9/27/2022