

**INDEPENDENT CONSULTANT AGREEMENT BY AND BETWEEN
THE CITY OF JONESBORO AND FALCON DESIGN CONSULTANTS, LLC
FOR PROJECT MANAGEMENT SERVICES**

This Professional Services Agreement (“Agreement”) is made and entered into this ____ day of December, 2025, by and between **The City of Jonesboro, Georgia** (“City”), a municipal corporation organized under the laws of the State of Georgia, and **Falcon Design Consultants, LLC** (“Consultant”), a Georgia limited liability company, collectively referred to as the “Parties”.

1.0 PARTIES

The City and Consultant are collectively referred to herein as the “Parties.”

2.0 RECITALS AND PURPOSE

2.1 The City desires to engage Consultant to provide project management services as further described herein.

2.2 Consultant represents that it possesses the necessary expertise, qualifications, and professional background to perform such services in a thorough, professional, and workmanlike manner consistent with industry standards.

3.0 SCOPE OF SERVICES

Consultant shall provide comprehensive project management services for the City, including but not limited to:

3.1 Project Management & Communication

- A. Maintain regular communication throughout the project with the builder and subcontractors, engineer, City staff, and any other applicable party.
- B. Provide oversight of the project in relation to the City’s expected date of completion including regular site visits and meetings to ensure that all work is in accordance with the City’s ordinances, the approved project drawings, and applicable State and Federal laws.
- C. Attend weekly project status meetings with City Project Management team and key stakeholders.
- D. Review pay requests, coordinate RFIs, and ensure quality of materials and construction.
- E. Address design or site issues promptly and recommend corrective actions.

3.2 Quality Assurance & Safety

- A. Monitor construction quality to ensure it meets approved design specifications by others .
- B. Collaborate with City personnel and Consultants to maintain a safe and efficient working environment.

4.0 COMPENSATION

- A. The City shall pay the Consultant for construction project management services in an amount not to exceed \$17,140.00, subject to written approval by the City for any changes in scope. The Consultant shall submit monthly invoices detailing the services provided, and the City shall pay within thirty (30) days of receipt. In the event of a disputed invoice, the City shall notify the Consultant within five (5) business days.

5.0 PROJECT REPRESENTATION

The undersigned executing this agreement for Falcon Design Consultants, LLC, represents and warrants that he/she has been duly authorized to execute this agreement on behalf of Falcon Design Consultants, LLC, by the organization's managing partners and that this agreement shall bind it to the terms and obligations contained herein.

6.0 TERM AND PENALTIES

The Consultant's completion of the Services shall coincide with the completion of the structure for which the Services are provided,

7.0 INVOICES AND PAYMENT

The Consultant shall submit an invoice at the end of each month via email to the City Interim Community Development Director, Faith Akuta, fakuta@jonesboroga.gov or the City's assigned designee. The invoice must include the company's point of contact name, email and phone number, banking information for electronic payment, the period that services were provided, and the total amount billed for the month.

Payment of each invoice will be issued no later than 30 days from the City's receipt of an accurate invoice from the Consultant.

8.0 INSURANCE

The Consultant agrees to procure and maintain, at its own cost, the policies of insurance set forth in Subsections 8.1 through 8.7. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types. The coverages below shall be procured and maintained with forms and insurance acceptable to the City. All coverages shall be continuously maintained from the date of commencement of Services hereunder and list the City of Jonesboro as additional insured. The required coverages are:

- 8.1.** Workers' Compensation insurance as required by the Labor Code of the State of Georgia and Employers Liability Insurance. Evidence of qualified self- insured status may be substituted.
- 8.2.** General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000)

aggregate. The policy shall include the City of Jonesboro, its officers and its employees, as additional insureds, with primary coverage as respects the City of Jonesboro, its officers, and its employees, and shall contain a severability of interests' provision.

8.3. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) per person in any one occurrence and SIX HUNDRED THOUSAND DOLLARS (\$600,000) for two or more persons in any one occurrence, and auto property damage insurance of at least FIFTY THOUSAND DOLLARS (\$50,000) per occurrence, with respect to each of Consultant's owned, hired or non-owned vehicles assigned to or used in performance of the Services. If the Consultant has no owned automobiles, the requirements of this paragraph shall be met by each officer or employee of the Consultant providing services to the City of Jonesboro under this contract.

8.4. Professional Liability coverage with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

8.5. The Consultant's general liability insurance and automobile liability and physical damage insurance shall be endorsed to include the City, and its elected and appointed officers and employees, as additional insureds, unless the City in its sole discretion waives such requirement. Every policy required above shall be primary insurance. Any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by the Consultant. Such policies shall contain a severability of interest provision. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

8.6. Certificates of insurance shall be provided by the Consultant as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. No required coverage shall be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8.7. Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

9.0 INDEMNIFICATION

Consultant shall indemnify and hold harmless the City, its officers, employees, and agents from and against all claims, damages, losses, or expenses arising from Consultant's gross negligence or willful misconduct in the performance of its obligations under this Agreement. The City shall indemnify Consultant only to the extent arising from the City's gross negligence or willful misconduct. This obligation includes defense costs, reasonable attorney's fees, and any other related expenses.

10.0 QUALITY OF WORK

Consultant's Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the City.

11.0 INDEPENDENT CONSULTANT

It is the expressed intent of the parties that the Consultant is an independent Consultant and not the agent, employee, or servant of the City, and that:

11.1 Consultant shall satisfy all tax and other Governmentally imposed responsibilities including, but not limited to, payment of state, federal, and social security taxes, unemployment taxes, workers' compensation, and self-employment taxes. No state, federal, or local taxes of any kind shall be withheld or paid by the City.

11.2 Consultant is not entitled to workers' compensation benefits except as may be provided by the independent consultant, nor to unemployment insurance benefits unless unemployment compensation coverage is provided by the independent consultant or some entity other than the City.

11.3 Consultant does not have the authority to act for the City, or to bind the City in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the City.

11.4 Consultant has and retains control of and supervision over the performance of Contractors obligations hereunder and control over any persons employed by Consultant for performing the Services hereunder.

12.0 ASSIGNMENT

Consultant shall not assign or delegate this Agreement or any portion thereof, or any monies due to or become due hereunder without the City's prior written consent.

13.0 DEFAULT

Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this Agreement, such party may be declared in default.

14.0 TERMINATION

14.1 This Agreement may be terminated by either party for material breach or default of this Agreement by the other party not caused by any action or omission of the first party by giving the other party written notice at least thirty (30) days in advance of the termination date. Termination pursuant to this subsection shall not prevent either party from exercising any other legal remedies which may be available to it.

14.2 In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving written notice at least fifteen (30) days in advance of the termination date. In the event of such termination, the Consultant will be paid for the reasonable value of the Services rendered to the date of termination, not to exceed a pro-rated daily rate, for the Services rendered to the date of termination, and upon such payment, all obligations of the City to the Consultant under this Agreement will cease. Termination pursuant to this Subsection shall not prevent either party from exercising any

other legal remedies which may be available to it.

14.3 As provided in O.C.G.A. § 36-60-13, the Mayor, or anyone specified by the Mayor, is designated by the City, and consented to by the Consultant, as the agent authorized to terminate or alter this contract. It is agreed that termination may be done by the Mayor in writing to Consultant without further action on the part of City Council.

15.0 INSPECTION AND AUDIT

The City and its duly authorized representatives shall have access to any books, documents, papers, and records of the Consultant that are related to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

16.0 DOCUMENTS

All computer input and output, analyses, plans, documents photographic images, tests, maps, surveys, electronic files, and written material of any kind generated in the performance of this Agreement or developed for the City in performance of the Services are and shall remain the sole and exclusive property of the City. All such materials shall be promptly provided to the City upon request therefor and at the time of termination of this Agreement, without further charge or expense to the City and in hardcopy or an electronic format acceptable to the City, or both, as the City shall determine. Consultant shall not provide copies of any such material to any other party without the prior written consent of the City. Consultant shall not use or disclose confidential information of the City for purposes unrelated to performance of this Agreement without the City's written consent.

17.0 ENFORCEMENT

17.1 In the event that suit is brought upon this Agreement to enforce its terms, the parties shall each bear and be responsible for their own attorneys' fees and court costs.

17.2 This Agreement shall be construed and enforced in accordance with the provisions of Georgia law and the codes, resolutions and ordinances related to the services covered herein. If there is a lawsuit with respect to the Agreement or any aspect thereof, the Consultant agrees upon the City's request to submit to the jurisdiction of the courts of Clayton County, Georgia.

18.0 COMPLIANCE WITH LAWS; WORK BY UNDOCUMENTED IMMIGRANTS PROHIBITED

18.1 Consultant shall be solely responsible for compliance with all applicable federal, state, and local laws, including the ordinances, resolutions, rules, and regulations of the City; and further including E-Verify and SAVE for payment of all applicable taxes; and obtaining and keeping in force all applicable permits and approvals. Consultant shall timely submit all forms and affidavits necessary to comply with E-Verify and SAVE.

19.0 INTEGRATION AND AMENDMENT

This Agreement represents the entire Agreement between the parties and there are no oral or collateral agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties.

20.0 NOTICES

All notices required or permitted under this Agreement shall be sent via email **and** in writing via by hand delivery, United States first class mail, postage prepaid, registered or certified-return receipt requested, or by national overnight carrier, addressed to the party for whom it is intended at the following address:

City of Jonesboro

Attn.: Dr. Donya L. Sartor
Mayor, City of Jonesboro
1859 City Center Way
Jonesboro, Georgia 30236
Email: dsartor@jonesboroga.gov
Phone: (770) 478-3800

Attn.: Faith P. Akuta
Interim Community Development Director, City of Jonesboro
1859 City Center Way
Jonesboro, Georgia 30236
Email: fakuta@jonesboroga.gov
Phone: (770) 478-3800

Attn.: David N. Dreyer
City Attorney, City of Jonesboro
260 Peachtree Street NW, Suite 1602
Atlanta, Georgia 30303
Email: david@dreyerfirm.com
Phone: (404)234-4447

Falcon Design Consultants, LLC

Attn.: Jami Brown, Office Manager
235 Corporate Center Drive, Suite 200
Stockbridge, Georgia 30281
Email: jbrown@fdc-llc.com
Phone: (770)389-8666

Any such notice or other communication shall be effective when received as indicated on the delivery receipt, if by hand delivery or overnight carrier; on the United States mail return receipt, if by United States mail; or on facsimile transmission receipt. Either party may by similar notice given, change the address to which future notices or other communications shall be sent.

In witness whereof, the parties have executed this Agreement to be effective as of the day and year of signed by the City.

All remaining sections — including Insurance, Indemnification, Quality of Work, Independent Consultant, Assignment, Default, Termination, Inspection and Audit, Documents, Enforcement, Compliance, Integration and Amendment, and Notices — shall remain as written in the City's standard contract terms and conditions and are hereby incorporated by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates indicated below.

CITY OF JONESBORO, a Georgia home rule municipal corporation

By: _____
Dr. Donya L. Sartor, Mayor

Date: _____

Attest: _____
Shandrella Jewett, City Clerk

Date: _____

FALCON DESIGN CONSULTANTS, LLC

By: _____
John Palmer, President

Date: _____