

**Action Requested/Required:**

- ☒ Vote/Action Requested
☐ Discussion or Presentation Only
☐ Public Hearing
Report Date: _____
Hearing Date: _____
Voting Date: _____

Department: Community Development **Presenter(s) & Title:** Bethany Watson
City Engineer

Agenda Item Title:

Discussion and Possible Action on Professional Services Agreement with Brown and Caldwell.

Summary:

This item is to approve a Professional Services Agreement with Brown and Caldwell (B&C) which will allow B&C to submit Task Order proposals, if requested by the City. The City has had a past agreement with B & C for this type of contract. They have preformed various tasks including water and sewer projects.

Budget Implications:

Budgeted? ☐ Yes ☐ No ☒ N/A

Total Cost of Project: _____ Check if Estimated ☐

Fund Source: General Fund ☐ Water & Sewer ☐ Sales Tax ☐ Other: _____

Staff Recommendations:

Staff recommends approval of Professional Services Agreement with Brown and Caldwell

Reviews:

Has this been reviewed by Management and Legal Counsel, if required? ☐ Yes ☐ No

Attachments:

Professional Services Agreement

AGREEMENT FOR CONSULTING SERVICES

between

CITY OF CANTON

and

BROWN AND CALDWELL

for

PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT, made and entered into on this the ____ day of _____, _____, by and between CITY OF CANTON hereinafter referred to as "**Owner**" and BROWN AND CALDWELL, a corporation licensed to do business in the State of Georgia, hereinafter referred to as "**Consultant**."

WITNESSETH:

WHEREAS, **Owner** desires to engage a qualified and experienced engineering consultant to furnish professional services for general engineering services and public works projects as requested by the Owner and hereinafter referred to as the "Project"; and

WHEREAS, **Consultant** has represented to **Owner** that it is qualified and experienced to perform the services described herein, and has available the personnel and facilities necessary to accomplish the work within the required time;

NOW, THEREFORE, **Owner** and **Consultant** agree as follows:

I. SCOPE OF CONSULTING SERVICES: **Consultant** agrees to perform those services described in Task Orders issued as amendments to this Agreement. Unless modified in writing by both parties, duties of **Consultant** shall not be construed to exceed those services specifically set forth.

- A. Scoped Consulting Services - **Consultant** agrees to perform work associated with the Task Order or Task Orders requested by the **Owner**.
- B. Special Consulting Services - **Owner** and **Consultant** agree that not all work to be performed by **Consultant** can be defined in detail at the time the Task Orders are executed, and that additional work related to the Task Order and not covered in the Task Order may be needed during performance of this Agreement. Such work shall be classified as Special Consulting Services. Compensation for such services shall be as agreed to by **Owner** and **Consultant**, and set forth in the written authorization for Special Services. Special Consulting Services include, but are not limited to:
 - 1. Additional consulting for special requirements or studies required by local, state, and federal regulatory agencies when directed by **Owner**.

2. Presentations for public or special interest groups, if not previously agreed to under a relevant Task Order.
 3. Preparation to serve or serving as a consultant or witness for **Owner** in any litigation or other legal or administrative proceeding involving the Project.
 4. Revisions to previously approved studies, reports, contract documents, or plans and specifications prepared by others, which are beyond the control of **Consultant**.
- C. Scope Changes - **Owner** may, at any time during the contract period, make changes within the general scope of the contract and its technical provisions. If any such change causes any increase or decrease in **Consultant's** cost of performing any part of the contract, an equitable adjustment shall be made in the contract price, or in the time of performance, or in both, and a written amendment of such adjustment shall be made. Any claim by **Consultant** for an equitable adjustment shall be made in writing and delivered to **Owner** prior to proceeding with the additional services. No additional services shall be performed until written authorization is received from **Owner**. Nothing in this clause shall excuse **Consultant** from proceeding with performance of this contract in accordance with the original terms and conditions and any approved changes.

II. SCOPE OF OWNER SUPPORT: **Owner** agrees to provide the following:

- A. All criteria and full information as to **Owner's** requirements for the Project.
- B. Available information and data pertinent to the Project.
- C. Timely reviews of work products.
- D. **Owner** shall appoint an **Owner's** representative with respect to work to be performed under this Agreement. Said **Owner's** representative shall have complete authority to transmit instructions, receive information, and interpret and define **Owner's** policies. **Consultant** shall be entitled to rely on representations made by said **Owner's** representative unless otherwise directed in writing by **Owner**.

III. AUTHORIZATION AND PROGRESS: Specific authorization to proceed with work described in the various Task Orders will be issued by the Owner following the execution of this agreement. Interim milestones and work product submittal dates shall be mutually agreed upon by **Owner** and **Consultant** upon initiation of the work.

- A. The contract will be for a period of three (3) years from the date of execution.

IV. COMPENSATION: Compensation for services provided shall be in accordance with the terms set forth in **Exhibit A**, entitled **Compensation**.

V. RESPONSIBILITY OF CONSULTANT:

- A. Professional Services: **Consultant** is employed to render a professional service only, and any payments made to **Consultant** are compensation solely for such services rendered and recommendations made in carrying out the work. **Consultant** shall follow the standard of care applicable to the practice of the consulting profession to make findings, provide opinions, make factual presentations, and provide professional advice and recommendations. **Consultant** shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's Services are rendered. No review of **Consultant's** professional work product, including, but not limited to any plans and specifications, by any of **Owner's** employees or agents shall relieve **Consultant** of any responsibility with respect to such professional work product.
- B. Construction Phase Agent of Owner: In providing construction phase services, **Consultant** shall act as a representative of the **Owner**. **Consultant's** review of submittals or work prepared or performed by other individuals or firms employed by **Owner** shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.
- C. Inspection: It is understood that any inspection provided by **Consultant** is for the purpose of determining compliance with the technical provisions of Project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. **Consultant** does not assume responsibility for methods or appliances used by a contractor, for the safety of construction work, or for compliance by contractors with laws and regulations. **Owner** shall use its best efforts to assure that the construction contract provides that the contractor(s) indemnify **Consultant** as well as **Owner** and that the contractor(s) name **Consultant** as well as **Owner**, as additional insured's on contractor's insurance policies covering Project. **Owner** shall not be liable if contractor does not comply with said provision.
- D. Design Modifications During Construction: During the construction phase of the Project, **Consultant** shall confer with **Owner** for the purpose of resolving discrepancies and conflicts. Any required design modifications which are determined to be the result of error and/or omission by the **Consultant** as a result of not meeting the standard of care applicable will be made immediately by **Consultant** without additional compensation.
- E. Record Drawings: Record drawings, if required, will be prepared, in part, on the basis of information compiled and furnished by others, and may not always represent the exact location, type of various components, or exact manner in which the project was finally constructed. **Consultant** is not responsible for any errors or omissions in the information received from others that are incorporated into the record drawings. The **Consultant** shall provide final Record Drawings of the Project based upon the Contractor's as-built mark-ups. The final record drawings produced by the **Consultant** shall bear the stamp of the professional responsible for the design.

- F. Document Deliverables: Unless otherwise agreed to by the **Owner**, the **Consultant** shall use the following drawing sheet sizes: full size shall be 22-in x 34-in; half-size shall be 11-in x 17-in. The **Consultant** shall provide electronic copies of construction documents and Record Drawings to the **Owner**. These documents will duplicate the documents provided as work product, but will not bear the signature and professional seals of the registered professionals responsible for the work. **Owner** is cautioned that the accuracy of electronic copies and CADD documents may be compromised by electronic media degradation, errors in format translation, file corruption, printing errors and incompatibilities, operator inexperience and file modification. **Consultant** will maintain the original copy, which shall serve as the official, archived record of the electronic and CADD documents. The electronic deliverables shall be in the following formats:
1. Drawings: AutoCAD and PDF images
 2. Specifications: Microsoft Word and PDF images
- G. Cost Estimates: **Owner** acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. **Owner** acknowledges that such influences may not be precisely forecasted and are beyond the control of **Consultant** and that actual costs incurred may vary substantially from the estimates prepared by **Consultant**. **Consultant** does not warrant or guarantee the accuracy of construction or development cost estimates

VI. INDEMNIFICATION:

- A. To the fullest extent permitted by Laws and Regulations, **Consultant** shall indemnify and hold harmless Owner, and the officers, directors, partners, employees, agents of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, Consultants, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the **Consultant's** performance of the services described herein (the "Work"), provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by any negligent act or omission of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of **Consultant**, any Subcontractor, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the

indemnification obligation under Paragraph A of this Article VII shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for **Consultant** or any such Subcontractor, or other individual or entity directly or indirectly employed by any of them under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- C. Regardless of any other term of this Agreement, in no event shall either party be responsible or liable to the other for any incidental, consequential, or other indirect damages.

VII. INSURANCE: Prior to the start of contracted work, **Consultant** shall procure and maintain in force for the duration of the work, Commercial General Liability Insurance, Commercial Automobile Liability Insurance, Workers' Compensation Insurance, Professional Liability Insurance and Excess/Umbrella Liability Insurance. **Owner** shall be named as additional insured in each of the policies except Workers' Compensation and Professional Liability. All policies must be placed with a carrier rated not less than A-VIII by A. M. Best. Provide 30 days written cancellation notice, return receipt requested.

A. Minimum Limits of Insurance

1. **Commercial General Liability** with combined Bodily Injury and Property Damage limit of not less than \$1,000,000 per occurrence and \$2,000,000 Aggregate. The aggregate must be applicable on a per project basis. Broad form Blanket Contractual Liability assured under this contract. Completed Operation/Project Liability, Broad Form Property Damage, Personal and Advertising Injury Liability, Independent Contractors, owner named as Additional Insured on a primary and non-contributory basis, this insurance to be primary and non-contributory with any other collectable insurance coverage to be provided on an occurrence basis. Carrier waives right of subrogation against certificate holder.
2. **Commercial Automobile Liability** insurance covering the use of all owned, non-owned and hired vehicles with a combined Bodily Injury and Property Damage limit of \$1,000,000. Carrier waives right of subrogation against certificate holder.
3. **Workers' Compensation and Employer's Liability insurance** with limit of \$500,000/\$500,000/\$500,000 or minimum required by Labor Code, State of Georgia, whichever is greater. Carrier waives right of subrogation against certificate holder.
4. **Consultant** shall also maintain professional liability insurance in an amount of not less than \$1,000,000 per claim to cover damages resulting from errors or omissions of **Consultant**. Such coverage shall be maintained for a minimum of three years after completion of the services provided hereunder, and **Consultant** shall provide **Owner** with additional certificates of insurance to evidence such coverage throughout said three year period. Policy shall have a continuity or retroactive data on or prior to

the date of this Agreement. Policy shall include coverage for pollution incidents including coverage for property damage to soil, surface water, groundwater and plant/animal life, including damage caused by sedimentation and erosion.

5. **Excess/Umbrella Liability** insurance limit of not less than \$1,000,000 general aggregate, \$1,000,000 occurrence. Such policy must be in excess of policy limits of the primary coverage for general liability, automobile liability and employer's liability.

B. **Deductibles and Self-Insured Retentions** – Any deductibles or self-insured retentions must be declared to **Owner** and accepted by **Owner**. At **Owner's** option, **Consultant** shall demonstrate financial capability for payment of such deductibles or self-insured retentions by submitting a financial statement.

C. **Insurance Certificates** – An insurance certificate must be furnished by **Consultant** to **Owner**. Endorsements showing additional insured where applicable, and waiver of subrogation must be provided. Each insurance certificate, except for the certificate for Professional Liability Insurance, where applicable, must be endorsed with the following affirmative statement: *"Coverage afforded will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice, return receipt requested, has been given to **Owner** and to each other additional insured to whom a certificate of insurance has been issued."* Written notice for cancellation due to non-payment of premium will be within 10 days.

VIII. SUBCONTRACTS: **Consultant** shall be entitled, to the extent determined appropriate by **Consultant**, to subcontract any portion of the work to be performed under this Agreement. **Consultant** shall be responsible for the work products and actions of all subcontractors. All subcontractors are subject to approval by **Owner**. Subcontractors must comply with the same insurance requirements as the **Consultant**.

IX. SUSPENSION OF WORK: **Owner** may suspend, in writing, all or a portion of the work under this Agreement. **Consultant** may request that the work be suspended by notifying **Owner**, in writing, of circumstances that are interfering with the normal progress of work. **Consultant** may suspend work on Project in the event **Owner** does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. If the period of suspension exceeds 90 days, the terms of this Agreement are subject to re-negotiation, and both parties are granted the option to terminate work on the suspended portion of Project in accordance with Article XI.

X. TERMINATION OF WORK: **Owner** may terminate all or a portion of the work covered by this agreement for its convenience at any time. **Owner** or **Consultant** may terminate work if the other party fails to perform in accordance with the provisions of this Agreement by providing 15 days prior written notice to the other by certified mail with receipt for delivery returned to the sender. In the event of termination, **Consultant** shall perform such additional work as is necessary for the orderly filing of documents and closing of Project and all finished or

unfinished documents, maps, studies, work papers and reports prepared by **Consultant** under this Agreement shall be the sole property of **Owner**. The time spent on such additional work shall not exceed 5 percent of the time expended on Project prior to the effective date of termination. **Consultant** shall be compensated for work satisfactorily performed prior to the effective date of termination, plus work required for filing and closing as described in this Article.

XI. CONFLICT OF INTEREST:

- A. **Consultant** certifies that to the best of its knowledge no circumstances exist which will cause a conflict of interest in performing the services required by this Agreement, that no employee of **Owner**, nor any member thereof, nor any public agency or official affected by this Agreement, has any pecuniary interest in the business of **Consultant** or its subcontractors and that no person associated with **Consultant** or its subcontractors has any interest that would conflict in any manner or degree with the performance of this Agreement.
- B. Should **Consultant** become aware of any circumstances which may cause a conflict of interest during the term of this Agreement, **Consultant** shall immediately notify **Owner**. If **Owner** determines that a conflict of interest exists, **Owner** may require that **Consultant** take action to remedy the conflict of interest or terminate the Agreement without liability. **Owner** shall have the right to recover any fees paid for services rendered by **Consultant** which were performed while a conflict of interest existed if **Consultant** had knowledge of the conflict of interest and did not notify **Owner** within one week of becoming aware of the existence of the conflict of interest.
- C. **Consultant** warrants that **Consultant** and **Consultant's** subcontractor(s) have not employed or retained any company or person other than a bona fide employee, working solely for **Consultant** or its subcontractor(s) to solicit or secure this Agreement and that **Consultant** and **Consultant's** subcontractor(s) have not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for **Consultant** or its subcontractor(s) any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award of this Agreement. For any breach or violation of this provision, **Owner** shall have the right to terminate the 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.
- D. **Consultant** shall include the terms and conditions of Paragraphs A, B and C of this Article in all subcontractor agreements for work to be performed under this Agreement.

XII. OWNERSHIP OF DOCUMENTS: Original documents, whether paper or electronic media, such as reports, plans, drawings, specifications, designs and survey notes developed in connection with the services performed hereunder belong to and remain the property of **Owner**. **Consultant** may retain reproducible copies of such documents. **Owner** hereby releases **Consultant** from all damages, claims, and losses arising out of any use of such original

documents by **Owner** other than for information and reference in connection with the use, operating and occupancy of the Project by **Owner** and others. **Owner** further agrees that **Owner** will not hereafter disseminate any of such original documents or copies thereof for use by other parties in connection with consulting services relating to any facilities not owned either by **Owner** or a wholesale customer of **Owner**. Nothing stated herein shall prevent **Consultant** from using its copies of such documents in connection with rendering professional services provided that in so doing no confidential information of **Owner** is disclosed to such other client or any other party.

Consultant agrees that any electronic documents provided to the **Consultant** by the **Owner** for the **Consultant's** use on the Project belong to and remain the property of the **Owner**. The **Consultant** will not disseminate any such documents to third parties without the **Owner's** written approval and will not make use of any such documents in connection with rendering professional services relative to the construction of other facilities for other clients. The **Owner** takes no responsibility for the accuracy of such documents and no guarantee of their fitness for any use by the **Consultant** is implied.

XIII. CONSULTANT TO COOPERATE WITH OTHER CONSULTANTS: If **Owner** undertakes or awards other contracts for additional related work, **Consultant** shall fully cooperate with such other consultants or other independent contractors of **Owner** and the **Owner's** employees, and carefully fit its own work to such additional work as may be directed by **Owner**. **Consultant** shall not commit or permit any act which will interfere with the performance of work by any other **Consultant** or independent contractor of **Owner** or any employee of **Owner**.

XIV. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, **Consultant** agrees as follows: (1) **Consultant** will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin; (2) **Consultant** will, in all solicitations or advertisements for employees placed by qualified applicants, receive consideration for employment without regard to race, creed, color, sex or national origin; (3) **Consultant** will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provision shall not apply to contracts or subcontracts for standard commercial supplies of raw materials.

XV. SECURITY AND IMMIGRATION ACT:

- A. **Consultant** and its Subcontractors shall register and comply with OCGA 13-10-90 et. seq. and Georgia Department of Labor Chapter 300-10-1. Contractors and Subcontractors who enter into contracts with public employers are required to register and participate in the Federal Work Authorization Program to verify work eligibility information of new employees. **Consultant** is required to fill out the following forms located in **Exhibit B** attesting to their status under this program and that they will pass on the same requirements to their Subcontractors as required by OCGA 13-10-90 and 13-10-91; GA Department of Labor 300-10-1:

- 1. Security and Immigration Compliance Act Certification

- B. Pursuant to Code of Georgia 13-10-90 et. seq., the Georgia Security and Immigration Compliance Act of 2006, the following forms located in Exhibit E shall be completed by the **Consultant** and Subcontractors prior to Award.
 - 1. Contractor Affidavit and Agreement (to be completed by **Consultant**)
 - 2. Subcontractor Affidavit and Agreement
- C. **Consultant** understands and agrees that compliance with the requirements of OCGA 13-10-90, OCGA 13-10-91, and Georgia Department of Labor Rule 300-10-1 are conditions of this Agreement. **Consultant** further agrees that such compliance shall be attested by **Consultant** and its Subcontractors by execution of the appropriate Contractor Affidavit and Agreement and Subcontractor Affidavit forms included in Exhibit E.

XVI. AUDITS AND INSPECTORS: At any time during normal business hours and as often as **Owner** may deem necessary, the **Consultant** shall make available to **Owner** and/or representatives of **Owner's** Department of Internal Audit for examination all of its records with respect to all matters covered by this Agreement. It shall also permit **Owner** and/or representatives of its Department of Internal Audit to audit, examine, and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. **Owner's** right to audit and inspect **Consultant's** records shall not include the right to obtain employment records deemed confidential due to state or federal restrictions nor the right to audit the financial make-up of lump sum prices or fixed rates for fringe benefits, overhead or profit.

Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and used in support of its proposal and shall make such material available at all reasonable times during the period of the Agreement, and for three years from the date of final payment under the Agreement, for inspection by **Owner** or any reviewing agencies, and **Consultant** agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee, or transferee.

XVII. INDEPENDENT CONTRACTOR: **Consultant** shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute **Consultant** or any of its employees to be the agent, employee, or representative of **Owner**, except that the Scope of Consulting Services described in **Exhibit B** may include having employees of **Consultant** serve as a representative of **Owner** during the Project.

XVIII. ASSIGNMENT: This Agreement is binding on the heirs, successors, and permitted assigns of the parties hereto. This Agreement may not be assigned by **Owner** or **Consultant** without prior written consent of the other.

XIX. INTEGRATION: This Agreement represents the entire understanding of **Owner** and **Consultant** as to those matters contained herein. No prior oral or written understanding shall be

of any force or effect with respect to those matters covered herein. This Agreement may not be modified or altered except in writing signed by both parties.

XX. JURISDICTION: This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it conflicts with said laws, but the remainder of this Agreement shall be in full force and effect.

XXI. NOTICES: All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid. Notices shall be addressed as follows:

Owner

City of Canton
151 Elizabeth Street
Canton, GA 30114

Consultant

Brown and Caldwell
990 Hammond Drive, Suite 400
Atlanta, GA 30328

XXII. CAPTIONS: All captions, headings and paragraph numbers are solely for the purpose of facilitating references to this Agreement and shall not supplement, limit or otherwise vary the text of this Agreement in any respect.

XXIII. REFERENCES: All references in this Agreement to Articles shall be deemed to refer to the appropriate Article of this Agreement. Use of pronouns or adjective of one gender shall include the other gender, use of the singular shall include the plural, and use of the plural shall include the singular, all as the context of this Agreement requires. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereunder," and other terms of similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular Article hereof.

XXIV. LEGAL PROCEEDINGS: In the event of legal proceedings in connection with this Agreement, the party prevailing therein shall be entitled to recover the costs and expenses incurred in connection therewith, including, without limitation, reasonable attorneys' fees.

XXV. INTERPRETATION: Both Parties have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one of the Parties.

XXVI. EXHIBITS: The exhibits referred to in and attached to this Agreement are incorporated herein in full by reference.

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

Owner:

City of Canton

Gene Hobgood
By (Typed Name)

Mayor
Title

Signature

[SEAL]

Attest:

Susan C. Stanton
City Clerk

Witness

Address for Giving Notice:
City of Canton
151 Elizabeth Street
Canton, Georgia 30114

Approved as to form

Robert M. Dyer,
City of Canton
Attorney

Consultant:

Brown and Caldwell

Craig A. Ferguson, P.E., BCEE
By (Typed Name)

Vice-President
Title

Signature

[SEAL]

Attest:

Witness

Address for Giving Notice:
Brown and Caldwell
990 Hammond Drive, Suite 400
Atlanta, GA 30328

(Attach evidence of authority to sign and resolution or other documents authorizing execution of Agreement)

LIST OF EXHIBITS

Exhibit A Compensation

Exhibit B Immigration Forms

EXHIBIT A

COMPENSATION

I. TIME AND EXPENSE COMPENSATION

Compensation for individual Task Orders shall be based on the scope of services required for the individual Task Order. The costs will be negotiated based on the scope of required services. Compensation shall be based on time related charges, plus direct expenses for a total compensation ceiling as shown below. This price shall be modified only if the scope of services is changed in accordance with Article II. C.

Time related charges are hourly salary rates plus fringe benefits, general and administrative overhead, and profit. Overhead includes general and administrative costs not identifiable as directly allocable to the Project. Profit includes state and federal income taxes, plus profit. Time related charges shall be the total hours worked on the Project by each employee; multiplied by the employee's hourly salary rate; multiplied by a fringe benefit, overhead, and profit factor.

Direct expenses are charges other than those included in time related charges incurred for the Project. Expenses incurred shall be billed at actual purchase price, except for subcontracts which are marked up 10% to cover the cost of handling, insurance and overhead. Expenses include, but are not limited to:

- Services and equipment use applicable to Project such as special accounting, computer and electronic data processing, field testing and laboratory analysis.
- Reproduction services applicable to Project such as reproducing drawings, photocopying, printing and binding.
- Communication services applicable to Project such as telephone, telecopy, telegraph, cable, express delivery, and postage.
- Subcontracted services applicable to Project.
- Living and traveling expenses of employees when away from home office on business applicable to Project.
- Automobile mileage applicable to Project at federal mileage rate.

Invoices shall be submitted monthly for the work completed during the previous billing period. Invoices shall include breakdown of hours worked by and salaries paid to each employee charging time to the Project and direct expenses charged to the Project. Time and expense charges shall be separated by tasks.

Owner shall not be obligated to reimburse Consultant for costs incurred above the compensation ceiling unless Owner agrees in writing to do so.

EXHIBIT B
IMMIGRATION FORMS

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a City of Canton contract for public benefit as referenced in O.C.G.A. § 50-36-1, I am stating the following with respect to my application for a City of Canton contract for public benefit:

- 1) _____ I am a United States citizen
- 2) _____ I am a legal permanent resident of the United States
- 3) _____ I am a qualified alien or non-immigrant under Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____

The undersigned applicant also hereby verifies that he or she is 18 years or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

_____.

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 O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

Signature of Applicant

Date:

Printed Name of Applicant

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

My commission expires:

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of the City of Canton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical 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(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.: _____

Date of Authorization: _____

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Canton, Georgia

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

Executed on _____, _____, 20__ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20__

Notary Public

My commission expires:

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under contract with _____ (name of contractor) on behalf of the City of Canton has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicability provisions and deadlines in O.C.G.A. § 13-10-91.

Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification No.: _____

Date of Authorization: _____

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Canton, Georgia

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

Executed on _____, ___, 20___ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Sworn to and subscribed before me

This _____ day of _____, 20____

Notary Public

My commission expires:
