



ORIGINAL

Edisto Beach New Hall Complex Architectural/Engineering Services Agreement

THIS AGREEMENT entered into this 13th day of August, 2020, between the TOWN OF EDISTO BEACH, a political subdivision of the State of South Carolina, by and through its Town Council, situated at 2414 Murray Street, Edisto Beach, SC 29438, hereinafter referred to as TOWN, and Rosenblum Coe Architects, Inc., a corporation headquartered at 1643 Means Street, Charleston, SC 29412, hereinafter referred to as FIRM, and whose Federal Employer Identification Number is 57-0674358

ORIGINAL



WHEREAS, the TOWN requires certain architectural, professional services in connection with the design of a new town hall complex on Edisto Beach; and,

WHEREAS, the TOWN has solicited these services in RFQ #2019-10, included by reference as to the scope of services contained therein; and

WHEREAS, the FIRM represents it is capable and prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

1.0 Term

1.1 This Agreement shall take effect on the date of its execution by the Mayor, Edisto Beach Town Council.

1.2 The term of this Agreement shall be project completion.

2.0 Services to Be Performed by FIRM

2.1 FIRM shall perform the project as generally described in the Bid Package including the Request for Qualifications Solicitation (RFQ No. 2019-10) and Bidder Submittal attached hereto and incorporated by reference as part of this Agreement as Exhibit "A", "Bid Package".

3.0 Compensation

3.1 General

3.1.1 TOWN shall pay FIRM in accordance with Exhibit "B", "Fee Schedule", which is attached hereto and incorporated by reference as part of this Agreement. The fee schedule identifies all job classifications, which will perform billable services pursuant to this Agreement and the fee for each job classification. Performance of work by personnel in job classifications not listed on the fee schedule will result in nonpayment for such services. Invoices shall be in sufficient detail to identify each job classification involved, number of hours and description of work.

3.1.3 Compensation for Phase 1 of the contract shall not exceed \$50,000.00

3.1.4 Invoices must reference the RFQ No. 2019-10 and the project name.

3.1.5 Each individual invoice shall be due and payable forty-five (45)

days after receipt by the TOWN of correct, fully documented, invoice, in form and substance satisfactory to the TOWN with all appropriate cost substantiations attached. All invoices shall be delivered to:

Town of Edisto Beach
2414 Murray Street
Edisto Beach, SC 29438
Attention: Assistant Town Administrator

3.1.6 In order for both parties herein to close their books and records, the FIRM will clearly state "Final Invoice" on the FIRM's final/last billing to the TOWN. This certifies that all services have been performed and all charges and costs have been invoiced to the TOWN. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the FIRM.

3.1.7 Payment of the final invoice shall not constitute evidence of the TOWN's acceptance of the work.

3.1.8 Invoices shall be accompanied by time and task records for all billable hours appearing on the invoice. Additional documents may be requested by TOWN and, if so requested, shall be furnished by FIRM to TOWN's satisfaction.

3.1.9 Project manager or designated payroll officer shall, by affidavit, attest to the correctness and accuracy of time charges and requested reimbursements.

3.2 Reimbursable

3.2.1 Mileage shall be reimbursed in accordance with IRS for pre-approved out-of-Town travel

3.2.2 Reimbursable Expenses, including subconsultants, shall be reimbursed at cost. Subconsultants shall be preapproved.

3.2.3 All assets, i.e. durable goods, purchased as reimbursable expenses become the property of the TOWN upon completion of the work for which the asset was utilized. All such assets must be surrendered by delivery to the Town of Edisto Beach upon demand, termination of the Agreement or the conclusion of the project, whichever occurs first.

3.2.7 FIRM shall maintain a current inventory of all such assets.

4.0 Insurance

4.1 General Provisions

4.1.1 FIRM shall maintain, at all times, the following minimum levels of insurance and shall, without in any way altering their liability, obtain, pay for and maintain insurance for the coverages and amounts of coverage not less than those set forth below and provide the TOWN with a Certificate of Insurance and an opportunity to inspect a certified copy of each policy applicable to this Agreement followed thereafter by an annual Certificate of Insurance satisfactory to the TOWN to evidence such coverage before any work commences. Such certificates will provide that there shall be no termination, non-renewal, modification or expiration of such coverage without thirty (30) days prior written notice to the TOWN.

4.1.2 The TOWN shall be named as an additional insured on all FIRM policies related to the project, excluding professional liability and worker's compensation. The policies shall contain a waiver of subrogation in favor of the Town of Edisto Beach. All insurance coverage shall be written with an insurer having an A.M. Best Rating not less than A:VII and licensed to operate in the State of South Carolina and the SC Department of Insurance. .

4.1.3 The FIRM's self-insured retention or deductible per line of coverage shall not exceed \$25,000.00 without the permission of the TOWN

4.1.4 Any failure by the FIRM to comply with the provisions of this section, the TOWN may, at its option, on notice to the FIRM, suspend the work for cause until there is full compliance.

4.1.5 TOWN may, at its sole discretion, purchase such insurance at FIRM's expense provided that the TOWN shall have no obligation to do so and if the TOWN shall do so, it shall not relieve FIRM of its obligation to obtain insurance.

4.1.6 The FIRM shall not be relieved of or excused from the obligation to obtain and maintain such insurance amount and coverages.

4.1.7 All FIRM's sub-contractors shall be required to include TOWN and FIRM as additional insured on their General Liability Insurance policies.

4.1.8 In the event that subconsultants used by the FIRM do not have insurance, or do not meet the insurance limits, FIRM shall indemnify and hold harmless the TOWN for any claim in excess of the subconsultants' insurance coverage.

4.1.9 The FIRM shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the TOWN.

4.2 Comprehensive Automobile Liability Insurance. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage resulting from any one

occurrence, including all owned, hired, and non-owned vehicles.

4.3 Commercial General Liability. \$1,000,000.00 combined single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, including the following coverages:

4.3.1 Premises and Operations:

Broad Form Commercial General Liability Endorsement to include Blanket Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm); Personal Injury (with employment and contractual exclusions deleted); and Broad Form Property Damage coverage.

4.3.2 Independent Contractors:

Delete Exclusion relative to collapse, explosion and underground; Property Damage Hazards; Cross Liability Endorsement; and Contractual liability (specifically covering, but not limited to, the contractual obligations assumed by the firm)

4.4 Umbrella (Excess) Liability Insurance. Umbrella Liability with limits of not less than \$1,000,000.00, exclusive of defense costs, to be in excess of all other coverages. Such coverage shall be at least as broad as the primary coverages above, with any excess umbrella layers written on a strict following form basis over the primary coverage. All such policies shall be endorsed to provide defense coverage obligations.

4.5 Professional Liability Insurance. \$2,000,000.00 for design errors and omissions, exclusive of defense costs. FIRM shall be required to provide continuing Professional Liability Insurance to cover each project for a period of two (2) years after the project is completed. The TOWN may require the FIRM to provide a higher level of coverage for a specific project and time frame.

4.6 Performance, Payment and Other Bonds. FIRM shall furnish Performance and Payment Bonds specific to each project if required and agreed to under the Work Authorization for the project.

4.7 Workers Compensation. The FIRM shall provide, pay for, and maintain

workers compensation insurance on all employees, its agents or subcontractors as required by S.C. Statutes.

\$500,000 Each Accident

\$500,000 Disease Each Employee

\$500,000 Disease Policy Limit

5.0 Standard of Care

5.1 FIRM has represented to the TOWN that it has the personnel and experience necessary to perform the work in a professional manner.

5.2 FIRM shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional of like experience, knowledge and resources, practicing in the same or similar locality under similar circumstances (the "Standard of Care").

5.3 FIRM shall, at no additional cost to TOWN, re-perform services which fail to satisfy the foregoing Standard of Care or otherwise fail to meet the requirement of this Agreement due to FIRM's negligence.

5.4 The FIRM represents that all services shall be performed by skilled and competent personnel to the professional standards in the field.

6.0 Indemnification

6.1 General. Having considered the risks and potential liabilities that may exist during the performance of the Services and in consideration of the promises included herein, TOWN and FIRM agree to allocate such liabilities in accordance with this Section.

6.2 Indemnification.

6.2.1. To the fullest extent permitted by law the FIRM shall indemnify, defend and hold harmless the TOWN, its elected and appointed officials, officers, employees, from and against suits, actions, claims, loss, legal or administrative proceedings, liabilities, costs, expenses, damage or injury, including reasonable attorneys' fees, arising out of or resulting from performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury or destruction of tangible property, but only to the extent caused, in whole or in part, by the negligent acts or omissions of the FIRM, its subconsultants, subcontractors, agents, employees and invitees, and anyone directly or indirectly employed by them or anyone whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

6.2.2. TOWN review, comment and observation of the FIRM's work and performance of this Agreement shall in no manner constitute a waiver of the indemnification provisions of this

Agreement.

6.2.3. FIRM agrees that it bears sole legal responsibility for its work and work product, and the work and work product of subconsultants and their employees, and/or for FIRM's performance of this Agreement and its work product(s).

6.3 Survival. Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Agreement shall survive as if the Agreement were in full force and effect.

7.0 Independent Contractor

7.1 FIRM undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of performance.

7.2 TOWN shall have no right to supervise the methods used, but TOWN shall have the right to observe such performance.

7.3 FIRM shall work closely with TOWN in performing Services under this Agreement.

7.4 The FIRM shall not pledge the TOWN's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien or any form of indebtedness and shall have no right to speak for or bind the TOWN in any manner.

7.5 FIRM further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

8.0 Authority to Practice

8.1 The FIRM hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

9.0 Compliance with Laws

9.1 In performance of the Services, FIRM will exercise the Standard of Care to comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

10.0 Subcontracting

10.1 The TOWN reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractor.

10.2 If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the FIRM shall promptly do so, subject to acceptance of the new subcontractor by the TOWN. Failure of a Subcontractor to timely or properly perform its obligations shall not relieve FIRM of its obligations hereunder.

11.0 TOWN's Responsibilities

11.1 TOWN shall be responsible for providing access to all TOWN project sites, and providing information in the TOWN's possession that may reasonably be required by FIRM, including; existing reports, studies, financial information, and other required data that are available in the files of the TOWN.

12.0 Termination of Agreement

12.1 If one party should breach or fail to perform any provision of this Agreement, then the other party may give written notice of such default (Notice of Default) to the breaching party. If the breaching party should fail to cure such default within thirty (30) days of notice thereof, the non-breaching party shall have the right to terminate this Agreement by a second written notice (Notice of Termination) to the breaching party. If a Notice of Termination is sent to the breaching party, this Agreement shall automatically terminate on the effective date of such notice. Termination shall not relieve the breaching party of its obligation to pay all amounts due to the non-breaching party as of the effective date of termination and shall not impair any accrued rights, including the right to pursue all available legal remedies for damages, of the non-breaching party.

12.2 The TOWN may terminate performance of work under this contract at the TOWN's convenience and without cause. The TOWN shall terminate by delivering to the FIRM a Notice of Termination specifying the effective date.

12.2.1. After receipt of a Notice of Termination, and except as directed by the Town, the FIRM shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under the termination for convenience:

- i. Stop work as specified in the notice;

- ii. Place no further subcontracts or orders for materials, services, or facilities;
- iii. Terminate all subcontracts and orders;
- iv. With approval or ratification to the extent required by the TOWN, settle all outstanding liabilities arising from the termination of subcontracts;
- v. As directed by the TOWN, provided FIRM has been paid all undisputed amounts owed for its services, transfer title and deliver to the TOWN (a) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the TOWN; and
- vi. Take any action that may be necessary, or that the TOWN may direct, for the protection and preservation of the property related to this contract that is in the possession of the FIRM and in which the TOWN has or may acquire an interest;

12.2.2. Upon the TOWN's termination for convenience the FIRM shall only be entitled to payment, subject to the deduction set forth in subsection (12.2.3.) herein, for the following:

- i. all work executed prior to the date of termination;
- ii. any "loss and expense" suffered by the FIRM in connection with, or as a consequence of, the termination. For the purposes of this clause "loss and expense" is defined as: (a) the direct and necessary costs of labor, material, and goods actually incurred on the work prior to the date of termination; (b) costs of an overhead nature actually and necessarily incurred on the job site only in so far they would not otherwise have been incurred but for the termination and which were not and should not have been provided for by the FIRM in the course of performing its obligations under the contract; and (c) 10% of the sum of costs set forth in subsections (a) and (b) of this definition, with such 10% to be inclusive

and in lieu of any other profits or revenue of any nature or type, whether past, present, or future.

12.2.3. There shall be deducted from such payment as provided in subsection (12.2.2.) the amount of any payments made to FIRM prior to the date of the termination of this contract. FIRM shall not be entitled to any claim or claim of lien against the TOWN for any additional compensation, profits, revenue, payment, costs, or damages in the event of such termination for convenience. Payment as provided in subsection (12.2.2.) shall be in lieu of any other payments of any type or form to the FIRM, and shall be in lieu of any claim of FIRM to future profits, lost profits, lost revenue, additional expenses incurred, damages, or costs of any kind.

12.2.4. FIRM shall provide an itemized written statement of all work executed prior to the date of termination and all "loss and expense" suffered by the FIRM in connection with, or as a consequence of, the termination no later than 60 days after the date of termination. The written statement shall contain all written documentation supporting the payment request, to include, but not be limited to, invoices, receipts, work schedules, bills of sale, etc. The TOWN reserves the right to ask for and review additional documentation to verify the FIRM's payment request. If the FIRM does not submit the written statement within the aforesaid 60 days without good cause for delay, the FIRM waives its right to payment.

12.2.5. The FIRM shall provide written notice to all subcontractors prior to hiring of this termination for convenience right and require all subcontractors to hold the TOWN harmless from any claims for damages of the subcontractor in the event the Town executes its right to terminate this contract for convenience.

13.0 Uncontrollable Forces (Force Majeure)

13.1 Neither the TOWN nor FIRM shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

13.2 Neither party shall, however, be excused from performance if

nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch.

13.3 The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

14.0 Governing Law and Venue

14.1 This Agreement shall be governed in all respects by the laws of the State of South Carolina and any litigation with respect thereto shall be brought only in the Court of Common Pleas of Colleton County, South Carolina.

15.0 Non-Discrimination

15.1 The FIRM warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, gender, age or national origin.

16.0 Waiver

16.1 A waiver by either TOWN or FIRM of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

17.0 Severability

17.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement.

17.2 Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void.

17.3 The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

17.4 The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

18.0 Entirety of Agreement

18.1 The TOWN and the FIRM agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein.

18.2 This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the TOWN and FIRM pertaining to the Services, whether written or oral.

18.3 None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

19.0 Modification

19.1 The Agreement may not be modified unless such modifications are evidenced in writing signed by both TOWN and FIRM. Such modifications shall be in the form of a written Amendment executed by both parties.

20.0 Successors and Assigns

20.1 TOWN and FIRM each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives.

20.2 FIRM shall not assign this Agreement without the express written approval of the TOWN by executed amendment.

20.3 In the event of a merger, the surviving corporation shall be substituted for the contracting party to this agreement and such substitution shall be affirmed by the Town Council by executed amendment.

21.0 Contingent Fees

21.1 The FIRM warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the FIRM to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than bona fide employee working solely for the FIRM, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

22.0 Truth-In-Negotiation Certificate

22.1 Execution of this Agreement by the FIRM shall act as the execution of a Truth-in-Negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the date of the Agreement.

22.2 The said rates and costs shall be adjusted to exclude any significant sums should the TOWN determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside firms. The TOWN shall exercise its rights under this Certificate within one (1) year following payment.

23.0 Ownership of Documents

23.1 FIRM shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the TOWN for its use and/or distribution as may be deemed appropriate by the TOWN, provided FIRM has been paid all undisputed amounts due on its invoices. FIRM is not liable for any damages, injury or costs associated with the TOWN use or distribution of these documents for purposes other than those originally intended by FIRM.

24.0 Access and Audits

24.1 FIRM shall maintain adequate records to justify all charges and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The TOWN shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours at the FIRM's place of business.

24.2 Misrepresentations of billable time or reimbursable expenses as determined by the Auditor to the TOWN shall result in the recovery of any resulting overpayments. The TOWN's cost of recovery shall be the sole expense of the FIRM, including accounting and legal fees, court costs and administrative expenses.

24.3 Intentional misrepresentations of billable hours and reimbursable expenses will be criminally prosecuted to the fullest extent of the law.

24.4 All invoices submitted are subject to audit and demand for refund of overpayment up to three (3) years following completion of all services related to this Agreement.

25.0 Notice

25.1 Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by Federal-Express or by Certified Mail, postage prepaid as follows:

As to TOWN:

Town of Edisto Beach
2414 Murray Street
Edisto Beach, South Carolina 29438
Attention: Town Administrator

As to FIRM:

Steve Coe
Rosenblum Coe Architects, Inc.
1643 Means Street
Charleston, SC 29412

25.2 Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m., or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

25.3 Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of FIRM and TOWN.

26.0 Service of Process

As to TOWN:

Town of Edisto Beach
2414 Murray Street
Edisto Beach, South Carolina 29438
Attention: Town Administrator

As to FIRM:
Steve Coe
Rosenblum Coe Architects, Inc.
1643 Means Street
Charleston, SC 29412

27.0 Contract Administration

27.1 Services of FIRM shall be under the general direction of the Town Administrator, or his/her successor, who shall act as the TOWN's representative during the term of the Agreement.

28.0 Key Personnel

28.1 FIRM shall notify TOWN in the event of key personnel changes, which might affect this Agreement. To the extent possible, notification shall be made within ten (10) days prior to changes. FIRM at TOWN's request shall remove without consequence to the TOWN any Subcontractor or employee of the FIRM and replace him/her with another employee having the required skill and experience. TOWN has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Name: Steve Coe

Name: **JOSH CAPLEA**

29.0 Annual Appropriations

29.1 FIRM acknowledges that the TOWN, during any fiscal year, shall not expend money, incur any liability, or enter into any agreement which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any agreement, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such agreement. Nothing herein contained shall prevent the making of agreements for a period exceeding one year, but any agreement so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the TOWN's performance and obligation to pay under this agreement is contingent upon annual appropriation.

30.0 Liquidated Damages

30.1 The parties hereto agree that liquidated damages will be assessed against the FIRM for FIRM's failure to meet the final deliverable date in the Performance Schedule in the Scope of Work, but only to the extent and in proportion to FIRM's negligent fault in causing the delay as compared to other causes, and to the extent the FIRM is not delayed by reasons beyond FIRM's reasonable control.

31.0 Unauthorized Alien(s)

31.1 The FIRM agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this Agreement. The TOWN shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the TOWN. The form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS" will be signed by the FIRM and submitted as part of the Agreement.

31.2 Employers may avail themselves of a program by the U.S. Immigration and Customs Enforcement called E-Verify. E-Verify is an Internet-based system operated by U.S. Citizenship and Immigration Services (USCIS), part of the Department of Homeland Security (DHS), in partnership with the Social Security Administration (SSA). E-Verify is currently free to employers. E-Verify provides an automated link to Federal databases to help employers determine employment eligibility of new hires and the validity of their Social Security numbers.

31.3 If your company wishes to avail themselves of this program, you can register online for E-Verify at <https://www.vis-dhs.com/EmployerRegistration>, which provides instructions for completing the registration process. At the end of the registration process, you will be required to sign a Memorandum of Understanding (MOU) that provides the terms of agreement between you as the employer, the SSA, and DHS. An employee who has signatory authority for the employer can sign the MOU. Employers can use their discretion in identifying the best method by which to sign up their locations for E-Verify. To find out more about E-Verify, please visit www.dhs.gov/e-verify or contact USCIS at 1-888-464-4218.

32.0 Mutual Waiver of Consequential Damages.

32.1 "FIRM and TOWN waive the following consequential or special damages only: (1) loss of use, (2) profits, (3) revenue, (4) business opportunity, and (5) production, and only for claims, disputes, or other matters arising out of or relating to the Contract or the services provided by FIRM, regardless of whether such claim or dispute is based upon breach of contract, willful misconduct or negligent act or omission of either of them or their employees, agents, subconsultants, or other legal theory, even if the affected party has knowledge of the possibility of such damages. This mutual waiver shall survive termination or completion of this Contract."

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

Attest:

By: Jane S. Darby
By: _____
Jane S. Darby, Mayor

Date Approved by COUNCIL: Aug 13 2020

Review as to form and legal sufficiency

TOWN Attorney's Office Date

Attest:

COMPANY

By: Steven H. Coe
Corporate Secretary

STEVEN H. COE [Print Name]

PRESIDENT [Title]

DATE: 20 AUG 2020

Exhibit A (Bid Package)

Exhibit B (Fee Schedule)