

ADDENDUM to
Master Consulting Services Agreement
between Carroll County, Georgia (the "County")
and AECOM Technical Services, Inc. ("Contractor")

In the event of conflict between this Addendum and the above-referenced agreement and other documents in connection therewith (collectively, the "Agreement"), this Addendum shall control:

1. HOLD HARMLESS - Any clause requiring the County to indemnify or hold harmless any party is hereby deleted in its entirety.
2. GOVERNING LAW -The Agreement shall be governed by the laws of the State of Georgia. This provision replaces any references to any other State's governing law.
3. DISPUTES - Any references in the Agreement to waiver of jury trial are hereby deleted. Venue for any dispute will be in the Superior Court of Carroll County, Georgia.
4. TAXES - Provisions in the Agreement requiring the County to pay taxes are deleted. As a political subdivision of the State of Georgia, the County is generally exempt from Federal, State, and local taxes and will not pay taxes for any Contractor including individuals, nor will the County file any tax returns or reports on behalf of Contractor or any other party.
5. INTEREST – Any provision for interest or charges on late payments is deleted.
6. NO WAIVER - Any language in the Agreement requiring the County to waive any rights, claims or defenses is hereby deleted.
7. FISCAL YEAR FUNDING - Service performed under the Agreement may be continued in succeeding fiscal years for the term of the Agreement, contingent upon funds being appropriated by the County Board of Commissioners or otherwise being available for this service. In the event funds are not appropriated or otherwise available for this service, the Agreement shall terminate without penalty on June 30. After that date, the Agreement becomes of no effect and is null and void. However, the County agrees to use its good faith efforts to have the amounts contemplated under the Agreement included in its budget. Non-appropriation or non-funding shall not be considered an event of default.
8. RENEWAL. The term of the Agreement is subject to the provisions of O.C.G.A § 36-60-13. Pursuant to O.C.G.A § 36-60-13, the Agreement terminates at the end of the fiscal year in which the Agreement is made as well as at the end of any fiscal year for which the Agreement is renewed. The County must issue written notification to Contractor thirty (30) calendar days prior to the end of the fiscal year to confirm termination. In absence of such written notice of termination, the Agreement will automatically continue.
9. STATUTE OF LIMITATIONS - Any clauses limiting the time in which the County may bring suit against Contractor or any other party are deleted.
10. SIMILAR SERVICES; RESTRICTIVE COVENANTS - Any provisions limiting the County's right to obtain similar services or equipment in the event of default or non-funding during the term of the Agreement are hereby deleted. Any provisions restricting the County's ability to hire employees or restricting competition are hereby deleted.
11. ATTORNEY'S FEES - The County recognizes an obligation to pay attorney's fees or costs only when assessed by a court of competent jurisdiction. Any other provision is invalid and considered null

and void.

12. ASSIGNMENT – Contractor shall not have the right to assign the Agreement without the prior written consent of the County.

13. LIMITATION OF LIABILITY – The County cannot agree to assume the potential liability of Contractor. Accordingly, any provision in the Agreement limiting Contractor’s liability for direct damages is hereby deleted. Limitations on special, incidental or consequential damages are acceptable. In addition, any limitation is null and void to the extent that it precludes any action for injury to persons or for damages to personal property.

14. RIGHT TO TERMINATE - County shall have the right to terminate the Agreement without cause upon thirty (30) days written notice to Contractor. County agrees to pay Contractor for services received prior to the effective date of termination. Contractor will not be entitled to any payment, including lost profits, for services not rendered.

15. TERMINATION CHARGES - Any provision requiring the County to pay a fixed amount or liquidated damages upon termination of the Agreement is hereby deleted. The County may only agree to reimburse a Contractor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the County prior to the end of any current Agreement term.

16. DEFAULT BY CONTRACTOR - In the event that Contractor breaches any term or condition of the Agreement or any other event occurs which demonstrates a reasonable likelihood that Contractor is unable or unwilling to fulfill its obligations under the Agreement, the County shall be entitled to immediately terminate the Agreement. In the alternative, the County, in its sole discretion, may provide Contractor with ten (10) days written notice that Contractor may avoid termination of the Agreement by curing, to the satisfaction of the County, the breach(es) identified in the written notice within a specified period not to exceed ten (10) days. Any allowance by the County of an opportunity for Contractor to cure a specific breach shall not operate as a waiver by the County of its right to refuse such an opportunity to cure in the event of any other breach, and shall not establish any course of dealing or performance between the parties.

17. INSOLVENCY OF CONTRACTOR - The County may terminate the Agreement, in whole or in part, by written notice to Contractor and may regard Contractor in default of the Agreement if Contractor becomes: insolvent; makes a general assignment for the benefit of creditors; files a voluntary petition of bankruptcy; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign; or has wound up or liquidated, voluntarily or otherwise.

18. DEBARMENT - The County may terminate the Agreement, in whole or in part, immediately, without notice, if Contractor is debarred or suspended from performing services on any public agreements.

19. RETURN OF COUNTY PROPERTY - Upon the termination for any reason or expiration of the Agreement, Contractor promptly must return to County all data, papers, materials and other property of County then in its possession, including but not limited to all work in progress as is appropriate in its then existing form (all digital data owned by the County) to the County, provided, however, Contractor may retain a copy of such information to the extent that retention is necessary to comply with its internal document retention policies aimed at legal, corporate governance or regulatory compliance.

20. ACCELERATION – Any reference to acceleration of payments in the event of default or non-funding is hereby deleted.

21. CONFIDENTIALITY – Any provision regarding confidentiality of the terms and conditions of the Agreement is hereby deleted. County agreements are public records under the Georgia Open Records Act subject to disclosure upon request, unless excepted under said Act or any other statute.

22. COMPLIANCE WITH LAWS - All services performed by Contractor shall be performed in accordance with all laws, regulations and ordinances.

23. SERVICES, PRODUCTS, SOFTWARE AND SPECIFICATIONS - The Contractor shall provide all products, goods, software, applications and services in strict compliance with the descriptions and representations as to the products, software, applications and services (including performance, capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, functions and requirements) which appear in the terms of the Agreement.

24. NO INFRINGEMENT - Contractor represents to County that Contractor owns all right, title, and interest in and to the software and applications or otherwise has obtained all licenses necessary to sublicense the rights in the software and applications and has the full legal right to license the software and application in accordance with the Agreement. Contractor represents that it has no actual or constructive knowledge that the Application infringes upon or misappropriates any patent, trademark, copyright or any trade secret or proprietary right of any person or entity or any knowledge of any pending lawsuit relating to such infringement or misappropriation. Contractor shall, at its expense, defend any suit or claim instituted against the County and indemnify the County against any claims, losses, damages, costs, proceedings made against the County insofar as the same is based on any claim that any of the software, applications, licenses and/or services constitutes an infringement of intellectual property rights, patent copyright, or any trade secret or proprietary right or licenses.

25. WARRANTY. If the County determines that some products and/or services provided by Contractor are not performing up to required specifications, Contractor will take commercially reasonable measures to remedy such situation during the term of the Agreement at no additional charge to the County. To the extent that Contractor is unable to remedy such performance issues, the County may terminate the Agreement without any additional or further obligation to Contractor.

26. INSURANCE - Contractor shall carry general liability insurance in the amount One Million Dollars (\$1,000,000.00) for each claim and One Million Dollars (\$1,000,000.00) in the aggregate, and name the County as an additional insured. Contractor shall also carry errors and omissions (professional liability) insurance in the amount One Million Dollars (\$1,000,000.00) for each claim and in the aggregate. Such policy shall provide coverage for claims arising out of the services provided hereunder by the Contractor or its subcontractors. Coverage shall be maintained for a period of two years following the termination of the Agreement. The policy shall also include coverage for all costs incurred by the County to respond to the theft, loss, unauthorized disclosure or access to County data, all damages resulting from such incidents, including fines and penalties imposed upon the County, and coverage shall be maintained for the period of time in which the Contractor (or its subcontractors) maintains, possesses, stores or has access to County data, or for a period of two years following the termination of the contract, whichever is greater. If the Contractor operates systems or networks on the County's behalf, or if access to the County's systems is business critical, the policy shall also include coverage for all increased costs or working incurred by the County to recover from respond to the theft, loss, unauthorized disclosure or access to County data, and all damages resulting from such incidents, including fines and penalties imposed upon the County. Coverage shall be maintained for the period of time in which the Contractor

(or its subcontractors) maintains, possesses, stores or has access to County data, or for a period of two years following the termination of the Agreement, whichever is greater. Contractor shall provide to the County a certificate of insurance evidencing such insurance coverage.

27. E-VERIFY AFFIDAVIT - Contractor shall provide an E-verify affidavit to the County to comply with OCGA §13-10-91(b).

28. NOTICES – All notices to the County shall be delivered to the following address:
Carroll County, Georgia
Attn: Chairman, Board of Commissioners
Historic Court House
323 Newnan Street, Room 200
Carrollton, GA 30117

29. AMENDMENTS - All amendments, modifications, alterations or changes to the Agreement shall be in writing and signed by both parties. No future amendment, modification, alteration or change may be made to this Addendum without the express written approval of the County.

IN WITNESS WHEREOF, the parties, through their authorized representatives, have executed this Addendum under seal as of the effective date set forth above.

CARROLL COUNTY, GEORGIA
Acting by and through its Board of
Commissioners

CONTRACTOR
AECOM TECHNICAL SERVICES, INC.

By: _____
Michelle Morgan, Chairman
Board of Commissioners

By: _____
Name:
Title:

Date: _____

Date: _____

(SEAL)

(SEAL)

Approved: _____
County Department Head: _____