

July 6, 2026

To: All Consultants

Re: Request for Proposals (RFP)

IAG Service Corporation Task Order Assignment Consultant

IAG Service Corp. Contract No. 2026-01

The IAG Service Corp. invites Proposals from Consultants that will provide professional consulting services for various Electronic Toll Collection related assignments under a Task Order Agreement. As used in this Request for Proposals (RFP) the term “**Consultant**”, shall mean the prime Consultant, the consulting firm with which a Consultant is affiliated (if any/Joint Venture) and the respective sub-consultants of the foregoing that comprise the team to be used for this Agreement as defined below.

This solicitation for a proposal (“RFP”) is for work to be performed on various Task Order Assignments. Multiple Consultants may be selected and the base term for the contract or contracts will be for three (3) years with two (2) one-year options solely determined by the IAG Service Corp. Projects will be assigned on an as-needed basis, and a not-to-exceed dollar amount for all IAG Service Corp. Task Order Consultant contracts will be \$500,000. Nothing contained herein is intended to provide a guarantee to the Consultant that the specified not-to-exceed amount will be utilized during the term of this Agreement. The IAG Service Corp. reserves the option to extend/decrease the contract duration and/or increase/decrease the maximum dollar amount.

Individual assignments will be assigned to the Consultant on a task order basis after receipt and approval of a Proposal from the Consultant for each task specifically requested and outlined in the Problem Statement provided by the IAG Service Corp.

The intent of this RFP is for the IAG Service Corp. to select a Consultant or Consultants, based on the proposal submissions.

To respond to this RFP, the Consultant must have an office located in the United States. The Project Manager should be assigned to the same office in the United States.

The Consultant submitting a proposal must submit documentation verifying that it is pre-qualified as of the date of the proposal submission to do business in the United States. The Consultant must also provide Project Descriptions (client, fee, description of services) indicating project experience from the last three (3) years in the field of Electronic Toll Collection, as described under the Scope of Services of this RFP.

BACKGROUND

Mission of the IAG:

To provide strong value to its members and partners, support them in providing customers with a seamless, accurate, and interoperable method of collecting tolls and fees and facilitating other mobility payments.

Vision:

To lead in transportation mobility payments in North America while delivering excellent value and customer satisfaction.

History:

In 1987, several toll agencies in the Northeast Corridor spanning New York, New Jersey and Pennsylvania began to explore the potential regional application of an emerging technology known as Electronic Toll Collection (ETC). ETC is a technological advance that allows a motorist traveling on a participating toll facility to pay their toll automatically from a prepaid account without having to fumble for cash or retrieve and present a toll ticket. By placing a small electronic transponder on a windshield of a car, that car can pass through a toll lane equipped with a “reader” that collects and transmits customer account status electronically to the appropriate toll agency and the correct toll is charged to or credited against that customer’s account.

In 1990, seven (7) toll facilities from the states of New York, New Jersey and Pennsylvania joined to form an alliance known as the E-ZPass Interagency Group (IAG). These seven (7) agencies represented almost 40% of all U.S. toll transactions and nearly 70% of all U.S. toll revenue. This unprecedented cooperative effort included representatives from the New Jersey Highway Authority (operator of the Garden State Parkway), the New Jersey Turnpike Authority, the New York State Thruway Authority, the Pennsylvania Turnpike Commission, the Port Authority of New York and New Jersey, the South Jersey Transportation Authority (operator of the Atlantic City Expressway), and the Metropolitan Transportation Authority (MTA) Bridges and Tunnels. The IAG’s goal was to implement a regionally compatible, non-interfering electronic toll collection system that would not only satisfy the divergent toll collection and traffic management needs of the seven (7) participating agencies but would also provide regional mobility and convenience to their customers.

Today the E-ZPass Program is the largest, most successful interoperable toll collection program anywhere in the world consisting of toll agencies/companies in 20 states, servicing more than 37 million accounts, 63 million tags and the collection of over \$14.7 billion dollars in electronic toll revenues. In 2016, the IAG Service Corporation (IAGSC) a 501(c)(4) not-for-profit organization was formed to support the unique administrative, operational, and strategic needs of this growing collective.

The E-ZPass Program has continued to be innovative by implementing E-ZPass Plus which makes paying for parking at participating airports and garages easier along with E-ZPass-on-the-GO, a convenient package that contains a prepaid tag ready for use that is sold at convenient locations such as participating local convenience stores, rest areas, Department of Motor Vehicles or simply ordering online.

SCOPE OF SERVICES

The IAG Service Corp. is undertaking multiple ambitious initiatives. The IAG Service Corp. has identified a need to obtain a Consultant to perform, in a timely manner, a variety of tasks pertaining to: file specification management, project management, website development and maintenance, and quality assurance equipment testing.

A. General Activities of the Prime Consultant

1. *IAG Service Corp. Coordination (these hours/costs shall be included in the Consultant's proposal for each individual Task Order Assignment)*

The Consultant will coordinate its activities with IAG Service Corp. staff throughout the course of this assignment. Early on, the Consultant will establish a means of coordinating and reporting its activities with the IAG Service Corp. Executive Director (ED) to ensure an expeditious exchange of information. At a minimum, one (1) progress meeting each month with the IAG Service Corp. ED and/or their designee will be required.

The IAG Service Corp. shall be informed of all meetings with other agencies, government officials, and / or groups so that IAG Service Corp. staff can attend if necessary. The Consultant's Project Manager will prepare agendas prior to and minutes after all meetings and submit them to the IAG Service Corp. for review and comment within five (5) working days.

The Consultant will be responsible for preparing and submitting monthly progress reports indicating weighted percent complete per task and percent complete based on hours spent per task. These progress reports shall be submitted along with the Consultant's monthly invoices. The Consultant shall submit invoices within 15 business days after the end of each billing period.

The Consultant shall designate a single point of contact for all matters relating to this contract. This person shall be authorized to submit proposals and negotiate the cost for any and all tasks requested of the Consultant.

The Consultant should anticipate meeting with the IAG Service Corp. ED or their designee monthly to discuss the scope and overall needs of each task. The IAG Service Corp. staff will review and evaluate each Task Order Assignment Proposal. The date of execution by the IAG Service Corp. ED of the Task Order Assignment Agreement shall be the date of Notice-to-Proceed.

The Consultant shall immediately notify the IAG Service Corp. ED if the percent of budget expended for any open Task Order Assignment exceeds the physical percent complete. The Consultant shall immediately implement the necessary adjustments and make recommendations to address this condition. Failure to do so will put the Consultant at risk of having to absorb any cost above and beyond the authorized Task Order Assignment not-to-exceed amount.

2. *Other Agency Coordination (it is noted that these costs shall be included in the individual task order assignments as approved by the IAG Service Corp.)*

The IAG Service Corp. shall be informed of all meetings scheduled with other agencies, government officials, and / or groups in advance of the proposed meeting date so that IAG Service Corp. personnel can attend if necessary. The Prime Consultant's Project Manager will prepare minutes of all meetings and submit them to the IAG Service Corp. for review and comment within five (5) working days.

B. Task Assignments

The services of the Consultant will be on an as-needed basis and be performed under the direction of the IAG Service Corp. ED and/or their designee. When the services of the Consultant are desired, the IAG Service Corp. will provide the Consultant with a letter-form Request for Task Order Assignment Proposal, with accompanying Task Order Assignment Agreement, Sample Key Project Milestone Deliverable Dates, Problem Statement, Sample Consultant's Scope of Services, Sample Project Schedule, and Sample Fee Summary. The Consultant's complete Task Order Assignment Proposal shall consist of a cover letter and the following (6) items in this order:

- (1) Task Order Assignment Agreement
- (2) Key Project Milestone Deliverable Dates
- (3) Problem Statement
- (4) Consultant's Scope of Services, noting key personnel
- (5) Project Schedule
- (6) Fee Summary

The Task Order Assignment Proposal should be concise, thorough and, if applicable, acknowledge a relationship of the proposed fee being a reasonable percentage of the estimated implementation costs for the project. The Task Order Assignment Proposal should be submitted to the IAG Service Corp. by the Consultant within five (5) working days of the Consultant receiving the Request for Task Order Assignment Proposal.

The Consultant shall meet with the IAG Service Corp. to discuss the scope and overall needs of each task. The IAG Service Corp. staff will review and evaluate proposals for all tasks and negotiate a cost for performing the task based on hourly rates and multipliers specified in the agreement. Upon arriving at a mutually agreeable scope of work, schedule, and not-to-exceed cost, a Task Order Assignment Agreement will be executed after which the IAG Service Corp. will then issue a Notice-to-Proceed.

The IAG Service Corp. is under no obligation to assign tasks to the Consultant and no payment will be made to the Consultant, except for those tasks assigned by a Task Order Assignment Agreement. The IAG Service Corp. has the right to decrease the scope or terminate any task at any time and for any reason upon written notice from the IAG Service Corp. In such an event, the Task Order Assignment Agreement will be terminated in accordance with Article IX of the Task Order Agreement.

Tasks assigned to the Consultant may include, but are not limited to, the activities described in Item 1-5 below. It is desired that the Consultant and/or their sub-consultants have available the services of individuals knowledgeable in the activities listed in items 1-5.

If the use of sub-consultants is intended for any portion of this work, indicate which firms will be utilized and the specialized area for each.

The Consultant is encouraged to utilize sub-consultants in those areas listed below to augment and supplement the skills and capabilities of the Consultant's staff.

Sub-consultants should demonstrate the required experience and expertise related to the work they intend to perform.

1. File Specification Management

- a) Directly support the IAG regional Hub for reciprocity support
- b) Support of modifications to the E-ZPass Inter-Customer Service Center (CSC) File and Reporting Specifications
- c) Support of modifications to the specifications' appendices including assignment of new Agency IDs, plazas, class codes, etc.
- d) Support of modifications to the E-ZPass Facility Operator File and Reporting Specifications
- e) Participation in and coordination of the IAG ICD Working Group
- f) Participation in conference calls, as necessary, in support of proposed modifications to the above specifications
- g) Development of presentation materials for the Executive Management Committee and other E-ZPass Group Committees as may be necessary to support the specifications
- h) Support of new CSC reciprocity testing

2. Project Management

- a) Project manage various efforts in the tolling industry on behalf of the IAG
- b) Communicate with key stakeholders to determine project requirements and objectives
- c) Confer with project personnel to identify and resolve problems
- d) Create project status presentations for delivery to customers or project personnel.
- e) Develop or update project plans including information such as objectives, technologies, schedules, funding, and staffing
- f) Identify project needs such as resources, staff, or finances by reviewing project objectives and schedules
- g) Identify, review, or select vendors or consultants to meet project needs
- h) Monitor costs incurred by project staff to identify budget issues
- i) Monitor project milestones and deliverables
- j) Monitor the performance of project team members to provide performance feedback
- k) Plan, schedule, or coordinate project activities to meet deadlines
- l) Prepare and submit budget estimates, progress reports, or cost tracking reports
- m) Produce and distribute project documents
- n) Propose, review, or approve modifications to project plans
- o) Report project status, such as budget, resources, or technical issues to managers
- p) Request and review project updates to ensure deadlines are met
- q) Schedule or facilitate project meetings

3. Website Development and Maintenance

- a) Provide comprehensive support for the IAG website including, but not limited to website development/edits, design, maintenance and hosting solutions

4. Quality assurance equipment testing

- a) Quality assurance testing observation for certifying new tolling technologies. Equipment testing includes but is not limited to transponder readers mounted in test tolling gantries and tolling plazas and vehicle transponders. Additional quality assurance activities include but are not limited to observing and reporting on testing various tolling technologies as requested by the IAG Service Corp.
- b) Travel to testing sites within North America will be required to witness testing at the physical sites

5. Other Work

- a) Technical Documents Preparation and Review
 - (1) Requests for Proposals (RFP's)
 - (2) Plans and Specifications
 - (3) Studies for Various Projects
 - (4) Conduct Peer Review of Technical Document Submissions
- b) Program Management
 - (1) Feasibility Studies
 - (2) Project Delivery Assessment
 - (3) Cost Estimating and Financing Assessment
 - (4) Project Program Definition
 - (5) Initial Budget Establishment
 - (6) Program Schedule
 - (7) Vender, Contractor, Designer Selection and Contracting

C. Technical Documents and Plan Preparation

Under this Agreement the Consultant shall perform all work in compliance with all applicable federal, state, and local laws, codes, regulations and specifications.

All deliverables (contract documents) must be accompanied by a completed copy of the IAG Service Corp.'s Quality Assurance Form shown in Attachment VI.

D. Task Progress Schedule

Upon assignment of a specific Task Order Assignment, the Consultant shall provide a cost estimate and a resource loaded bar chart indicating its proposed plan and schedule to complete the work for the task concurrently with other ongoing tasks. The schedule shall be comprised of sequentially numbered activities to monitor and assess the progress and completion status of all ongoing task order assignments. The Progress Schedule shall be updated on a monthly basis reflecting any changes that may have occurred

SUBMISSION REQUIREMENTS

The Consultant shall submit the Proposal including the Rate Schedule as a single PDF that is bookmarked and searchable via email to procurement@e-zpassiag.com, which will include the following:

Proposal

1. Letter of Transmittal [not to exceed one (1) single-sided, letter-sized (8 1/2" x 11") page].

The Consultant shall include an affirmative statement that it has read/understood and will accept the Terms and Conditions of the Sample Standard Consultant Agreement (Attachment IV) and indicate that it shall comply with the Insurance and Indemnification Requirements (Attachment II).

2. Proposal [not to exceed five (5) single-sided, letter-sized pages, using a minimum #11 font] shall include a narrative describing the Consultant's:

- a) Understanding of the Task Order Process and IAG Service Corp. needs
- b) Approach to Task Order Assignments

The goal is to provide a timely response to the request for a Task Order Assignment Proposal and to maintain Scope, Schedule and Budget and deliver a quality finished Project.

- c) Experience of Consultant on Similar Task Order Agreements

Include name/address/telephone number for at least (3) client references.

- d) QA/QC Procedures

Describe the Consultant's proposed Quality Assurance / Quality Control approach with emphasis upon how it will be accomplished on multiple concurrent Task Order Assignments having different Task Managers.

- e) Credentials/Experience of the Project Team

Include a brief biographical narrative and/or matrix to indicate experience and capabilities appropriate to the role and responsibility noted in Section B Task Assignments of the Scope of Services that key personnel will perform on this assignment.

Sub-consultants must also demonstrate the required experience and capability related to the work they are to perform. Three (3) client references are required for each sub-consultant Project Manager.

3. Consultant's GSA Form 330 as well as an additional Form 330 for each sub-consultant.
4. Completed Insurance and Indemnification Certification Form (Attachment III, single page form only) along with a sample "Certificate of Insurance".

5. Rate Schedule

- a) The Consultant, and all sub-consultants, shall provide a Rate Schedule in the form provided in Attachment V. The Consultant shall provide an average and maximum (for the term of this agreement) direct hourly rate of compensation for the categories of personnel listed below for the term of this Agreement. The average rates specified will be the basis for computing the Consultant's fee for each Task Order Assignment. The maximum direct hourly rate for each category of personnel shall not be exceeded during the term. All out-of-pocket expenses should be listed separately for the firm and sub-consultants for each Task Order Assignment.
- b) Compensation for services will include payment for all direct professional and technical salaries, except Corporate Officers, Partners, Owners and routine secretarial and clerical services, times an approved multiplier not-to-exceed 2.75 based on a 10% allowance for profit and an overhead rate of 150% or the firm's approved overhead rate as determined by an approving government entity, whichever is less. Compensation also includes approved out-of-pocket expenses, limited to: mileage, printing and photographing, and specialized services performed by other firms at the Consultant's direction. Payment for Corporate Officers, Partners and Owners will be made if they are performing specific technical tasks to the betterment of the project.
- c) The approved multiplier will not be applied to the premium portion of overtime. The multiplier will cover all overhead and profit. Profit will not exceed 10% of the sum of direct salaries plus overhead.
- d) No expenses or out-of-pocket expenses will be billed unless they are specifically included in the Fee Proposal for each Task Order Assignment. Air fare and per diem costs are not allowed.
- e) The Consultant and all sub-consultants must submit documentation in the Proposal of their "approved overhead rate" for both office and field with an approving government entity. This rate shall remain in effect for the duration of this Agreement and is subject to the following maximum allowable rates. The maximum overhead rate for field work will be the approving government entity approved field overhead rate or 110% whichever is lower. The maximum overhead rate for office work will be the approving government entity approved office overhead rate or 150% whichever is lower.
- f) Mark-ups will not be permitted on sub-consultant costs.
- g) Payment of actual costs for each task will be made monthly. The form of the invoice will be reviewed and accepted by the IAG Service Corp. The invoice will include the following narrative sections: (1) Summary of Work Performed; (2) Short-term Work Plan; (3) Issues Needing Resolution by the IAG Service Corp. and (4) Potential Claims/Extra Work.

Note: Anything in excess of the page limitations specified above, or on other media, will not be read or considered. If the Proposal submitted is not in accordance with the specific provisions defined above, it may be considered incomplete and rejected.

PROPOSAL SCHEDULE

The Proposal Schedule is as follows:

Schedule**Date**

Advertise RFP

July 6, 2026

Pre-Proposal Submission Meeting

July 15, 2026

Closing Date for Submittal of Inquiries

July 21, 2026

Response to Inquiries

July 29, 2026

Closing Date for Submission of Proposals

August 5, 2026

Oral Interviews (if required)

Aug 31 - Sept 11

Anticipated Approval by the IAG Executive Management Committee

October 8, 2026

Anticipated Notice of Award

October 9, 2026

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

1. See Attachment I for Administrative and Contractual Information.
2. It is the intention of the IAG Service Corp. to evaluate each Proposal including the Rate Schedule in conjunction with those received from all other firms. This will lead to a selection of one (1) or multiple Consultants, and an agreement to be executed with the successful Consultant(s) for this work.
3. Proposals including the Rate Schedule must be delivered to the IAG Service Corp. prior to the time and date specified.
4. The Proposal will be evaluated using the selection criteria below:
 - Qualifications and Experience of the proposed staff
 - Project Manager's experience on similar Task Order Agreements
 - Understanding of the Task Order Process and IAG Service Corp. needs
 - Experience by Consultant on similar projects
 - Rate Schedule
5. One or more Consultants may be asked to participate in an Interview with the Technical Evaluation Committee (TEC). The Interview will be 40 minutes in length: 20 minutes for the Consultant's Presentation and 20 minutes for Questions and Answers. The Interview will be held remotely on the date indicated in the Proposal Schedule. The time for each Consultant's Interview will be announced after receipt of the Proposal.
6. The Presentations/Interview will be evaluated using the following criteria:

Evaluation Criteria

- Understanding of the Scope, Objectives and Key Issues
- Project Manager's Approach to managing the team, schedule and budget
- Consultant and Key Staff Technical Skills and Past Experience
- Ability to work effectively with IAG Service Corp. Staff & Stakeholders
- Ability to clearly and effectively communicate and answer questions

7. Following the completion of the review of the Technical Proposal and Presentations/Interviews each firm's overall score will be determined as the sum of the Technical Proposal Score scored as 60% and the Presentation/Interview Score scored as 40%.
8. On all projects of this nature, the IAG Service Corp. has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of the evaluation of the Proposal. Attachment IV, entitled Sample Standard IAG Service Corp. Consultant Agreement should be properly considered when preparing your final Proposal.
9. An officer of the Consultant submitting this Proposal and authorized to make a binding commitment must sign this Proposal.
10. Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the IAG Service Corp. and is to remain the property of the IAG Service Corp. Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.
11. Proposals including the Rate Schedule must be submitted as a single PDF that is bookmarked and searchable by **2:00 PM EST**, on the date indicated in the Proposal Schedule and delivered via email to: procurement@e-zpassiag.com.
12. The IAG Service Corp. shall not be liable for any costs incurred by any Consultant and subconsultants in the preparation of its Proposal for the services requested in this RFP.
13. A virtual pre-proposal meeting will be held at **1:00 PM EST** on the date indicated in the Proposal Schedule. Consultants interested in attending the virtual pre-proposal meeting should contact the IAG Service Corp. at procurement@e-zpassiag.com at least one business day in advance to receive a link via e-mail to the virtual meeting.
14. Inquiries concerning this RFP are to be directed in writing to the IAG Service Corp. via e-mail at procurement@e-zpassiag.com. All inquiries are to be submitted by **4:00 PM EST** on the date indicated in the Proposal Schedule.

All Attachments, six (6) to this RFP are hereby incorporated by reference and made a part of this RFP.

Very truly yours,

ORIGINAL SIGNED BY

P. J. Wilkins

Executive Director

ATTACHMENTS
TO
REQUEST FOR PROPOSAL
FOR
CONTRACT 2026-01
IAG SERVICE CORPORATION TASK ORDER ASSIGNMENT CONSULTANT

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ATTACHMENT

DESCRIPTION

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ATTACHMENT I

ADMINISTRATIVE AND CONTRACTUAL INFORMATION

Signatures

An officer authorized to make a binding commitment must sign the Proposal.

Incurring Costs

The IAG Service Corp. shall not be liable for any costs incurred by any Consultant in the preparation of its Proposal for the services requested by this RFP.

News Releases

No news releases pertaining to this Project shall be made without the IAG Service Corp. prior written approval, and then only in consultation with the issuing office and the IAG Service Corp. Executive Director or their designated representative.

Addendum to RFP's

If at any time prior to receiving Proposals it becomes necessary to revise any part of this RFP or if additional information is necessary to enable a firm to make an adequate interpretation of the provisions of this proposal solicitation, an addendum to the RFP will be posted on the IAG Service Corp. web site (www.e-zpassgroup.org). The Consultant shall acknowledge receipt of all such addendums to the RFP in their Proposal submission.

Acceptance of Proposals

The IAG Service Corp. may award a contract or multiple contracts for these services to a firm or firms that the IAG Service Corp. determines best satisfies the needs of the IAG Service Corp. The solicitation for a Proposal does not, in any manner or form, commit the IAG Service Corp. to award any contract. The contents of the Proposals may become a contractual obligation, if, in fact, the Proposal is accepted and a contract is entered into with the IAG Service Corp. Failure of a firm to adhere to and/or honor any or all of the obligations of the Proposal may result in the cancellation of any contract awarded by the IAG Service Corp.

Rejection of Proposal's

The IAG Service Corp. is not obligated to award a contract to any Consultant.

Dissemination of Information

Information included in this RFP or in any way associated with this Project is intended for use only by the Consultant and the IAG Service Corp. and is to remain the property of the IAG Service Corp.

Under no circumstances shall any of said information be published, copied or used, except in replying to this RFP.

Insurance and Indemnification Requirements

Attachment II contains the IAG Service Corp. Insurance and Indemnification Requirements that will be incorporated into any Agreement that may be executed in the future with respect to the Project. The requirements set forth in the IAG Service Corp. Insurance and Indemnification Requirements shall be properly considered by the Consultant when preparing a response to this RFP and when submitting the completed certification required and in Attachment III.

Right to Audit

Consultants are advised that the IAG Service Corp. agreement includes provisions which permit the IAG Service Corp. to audit any records and books of account associated with this contract.

Standard IAG Service Corp. Consultant Agreement

On projects of this nature, the IAG Service Corp. has certain standard requirements that will be incorporated into any Agreement that may be executed as a result of our evaluation of your Proposal. Attachment IV, entitled Standard IAG Service Corp. Consultant Agreement should be properly considered when preparing your final Proposal.

ATTACHMENT II

**CONSULTANT
IAG SERVICE CORP.
INSURANCE REQUIREMENTS**

NOTE: CONSULTANTS ARE REQUIRED TO SUBMIT A SIGNED AND NOTARIZED LETTER FROM THEIR INSURANCE BROKER/AGENT STATING COMPLIANCE WITH THESE INSURANCE REQUIREMENTS AS NOTED UNDER THE “CERTIFICATE OF INSURANCE” HEADING OF THESE INSURANCE REQUIREMENTS.

Insurance:

Prior to commencement of any work under the Contract and until final payment is made for the work under the Contract (unless otherwise stated herein), Consultant (hereinafter the “Covered Party”) shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of A-: Class VII or better, and furnish to the IAG Service Corp. Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this Contract is to be performed by a subcontractor, sub-subcontractor and/or agent of the Covered Party, the Covered Party (as applicable) shall be responsible for each subcontractor, sub-subcontractor and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each subcontractor, sub-subcontractor and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the IAG Service Corp. is entering is solely with the Covered Party and the Covered Party shall be solely responsible for all acts or failures to act of each of its subcontractors, sub-subcontractors and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. The Covered Party expressly acknowledges and agrees that the IAG Service Corp. willingness to enter into the Contract is premised on the Covered Party taking responsibility for, and indemnifying, defending and holding harmless the IAG Service Corp. from and against, the acts and failures to act of each of their respective subcontractors, sub-subcontractors and/or agents. Nothing herein shall otherwise limit or alter the Covered Party’s obligation to seek prior approval of subcontractors, sub-subcontractors and/or agents from the IAG Service Corp., as such requirement may be set forth in the Contract.

1. **Workers Compensation and Employers Liability:** in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) **Workers Compensation Coverage:** In such amounts necessary to satisfy applicable statutory requirements
 - b) **Employers Liability Limits not less than:**

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit
 - c) **Waiver of Right to Recover from Others Endorsement (WC 00 0313)** where permitted by state law.

- d) U.S. Longshoremen's and Harbor Workers' and Maritime Coverages, where applicable.
2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
- a) Occurrence Form with the following limits:
 - 1. General Aggregate: \$2,000,000
 - 2. Products/Completed Operations Aggregate: \$2,000,000
 - 3. Each Occurrence: \$1,000,000
 - 4. Personal and Advertising Injury: \$1,000,000
 - b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
 - c) The General Aggregate Limit must apply on a per location/per project basis.
 - d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements as set forth in paragraph 6 below).
 - e) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.
3. Automobile Liability including Physical Damage:
- Coverage to include:
- a) Per Accident Combined Single Limit \$1,000,000
 - b) All Owned, Hired and Non-Owned Vehicles
 - c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
 - d) Physical Damage Coverage must be included or self-insured as the IAG Service Corp. is not responsible for any property damage to the Covered Party's vehicles.
4. Commercial Excess/Umbrella Liability:
- a) Occurrence Limit: \$5,000,000
 - b) Aggregate Limit (where applicable): \$5,000,000
 - c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
 - d) The Commercial Excess/Umbrella Liability policy shall be following form.
 - e) No Insured vs. Insured or "Cross Suits" Exclusion on the policy.

5. Property of Covered Party:

All property, including, but not limited to, tools and equipment, that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the Covered Party. The IAG Service Corp. assumes no responsibility for the protection, maintenance, or repair of any property that the Covered Party has at the job site or that is owned by the Covered Party, including, but not limited to, tools or equipment.

All materials required by the Contract that can be damaged, stolen, or lost, must be insured by the Covered Party as any partial payments made to the Covered Party are deemed to be payment for such materials. Proof of coverage, including the transportation risk, with applicable limits of insurance may be required by the IAG Service Corp. to be reflected on a Certificate of Insurance. The transportation risk must be included.

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

\$ 1,000,000 Per Occurrence/Per Claim (Maximum Self Insured Retention - \$50,000)

ADDITIONAL COVERAGES AS NEEDED:7. Pollution/Environmental Impairment Liability Coverage:

The following insurance shall be required for Contracts that involve the removal, transportation and/or disposal of hazardous materials:

- a) Limits of Insurance:
 - \$2,000,000 Per Occurrence/Per Claim
 - \$4,000,000 Per Occurrence/Per Claim – Policy Aggregate
- b) Claims Made coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The IAG Service Corp. shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.
- d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:
 1. Bodily injury and property damage to third parties
 2. Natural resource damages

3. Pollution clean-up costs, including restoration or replacement costs
4. Defense costs
5. Fines, penalties and punitive damages
6. Transportation of waste material by or on behalf of the Covered Party
7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste.
8. Contractual Liability Coverage
9. Lead, Silica, Asbestos and Mold Coverages
10. Underground Storage Tank Coverage

All insurance coverage shall be maintained until all hazardous materials are disposed of in an EPA licensed disposal facility and federal, state and local environmental requirements and laws have been complied with, whether such compliance is the obligation of the Covered Party, subcontractors, the IAG Service Corp. or third parties.

All disposal facilities shall provide the IAG Service Corp. upon request and the Covered Party with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$2,000,000 Per Occurrence/Per Claim, which covers all claims arising from the disposal facilities' handling and storage of hazardous materials. Pollution liability insurance for the transportation of the hazardous material shall be carried by the transporter with limits not less than \$2,000,000 Per Occurrence/Per Claim.

8. Watercraft Liability Insurance:

For those Covered Parties using WATERCRAFT, the following additional requirements apply:

The Covered Party shall procure and maintain during the term of this Contract, at their own expense, watercraft liability coverage with either Marine Liability, Protection & Indemnity Coverage, or the Boats Endorsement 24 12 11 85, or comparable endorsement, on the General Liability Coverage:

Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

For those Contracts that involve rigging (furnishing the material hoist service), Riggers Liability Insurance is to be supplied, either by separate policy or endorsement on the General Liability Policy.

Rigger's Liability Limit: \$2,000,000 Per Occurrence

10. Railroad Protective Liability Insurance:

Where construction is to be conducted within 50 feet of the railroad, the Covered Party shall be responsible to purchase Railroad Protective Liability coverage.

The Insurance requirements listed in Items 7, 8, 9 & 10 are waived for Contract No. 2022-01, IAG Service Corporation Task Order Assignment Consultant. Should such insurance be required the Consultant shall include such cost of insurance in their Fee Proposal and the approved cost will be reimbursed to the Consultant as a direct cost.

Deductibles and Self-Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Covered Party. All deductibles and self-insured retentions must be shown on the Certificate of Insurance. In addition, all self-insured retentions shall not exceed \$50,000 without the prior written approval of the IAG Service Corp.; provided, however, a Consultant's self-insured retention amount on its Professional Liability Insurance policy may exceed \$50,000 to the extent that a higher self-insured retention amount is expressly set forth in paragraph 6 of these insurance requirements.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings of A- (Excellent); VII or better.

The Covered Party must notify the IAG Service Corp. of any change in the financial rating of its insurance carriers.

Primary Additional Insureds:

The Certificate of Insurance is to name the IAG Service Corp. as ADDITIONAL INSURED on the General Liability, Automobile Liability and Excess/Umbrella Liability Coverages, *and other liability coverages where applicable.*

The Certificate of Insurance must confirm that, at a minimum, the Covered Party's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, or both ISO Form #CG 20 10 10 01 **and** ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. The Covered Party **must** attach a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Covered Party's policies are **primary** and non contributory. The coverage offered to the Additional Insureds on the Covered Party's liability policies (including, without limitation, General Liability, Auto Liability, Pollution Liability (if applicable) and Excess/Umbrella Liability) shall be **primary** and non contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

Covered Party shall continue to maintain the IAG Service Corp. as Additional Insureds for at least three (3) years after final payment under the Contract.

30 Days Notice of Cancellation, Non-Renewal and Material Change:

Covered Party shall provide the IAG Service Corp. at least thirty (30) days' prior written notice in the event of cancellation, non renewal, modification, or material change to the policies by Certified Mail - Return Receipt Requested.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the IAG Service Corp. and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Covered Party waives all rights of recovery against the IAG Service Corp. and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- b. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the IAG Service Corp. and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- c. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years after final payment under the Contract. In the event that such policies are cancelled or not renewed at any time, the Covered Party shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims-made" policies. With respect to all "claims made" policies which are renewed, the Consultant shall provide coverage retroactive to the date of commencement of work under this Contract.

Review of Insurance Requirements by the Covered Party's Insurance Representative:

The Covered Party WARRANTS that this Contract has been thoroughly reviewed by the Covered Party's insurance agent(s)/broker(s), who have been instructed by the Covered Party to procure the insurance coverage required by this Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Covered Party or any of their subcontractors.

Any type of insurance or any increase in limits of liability not described above which the Covered Party requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Covered Party of any responsibility or liability under the Contract.

Certificate of Insurance:

The Covered Party shall submit with its proposal, a signed and notarized letter from and on the Covered Party's insurance broker's/agent's letterhead stating that the insurance broker/agent and Covered Party will meet all the insurance coverages outlined in these insurance requirements, which are incorporated by reference into the Contract.

Prior to the commencement of work and/or the IAG Service Corp. making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the IAG Service Corp. that shall be subject to the IAG Service Corp. approval of adequacy of protection and the satisfactory character of the insurer. The IAG Service Corp. has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be emailed to the IAG Service Corp. within five (5) days of receipt of the Notice of Award, to the attention of the P.J. Wilkins, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Covered Party's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Covered Party's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Covered Party's direction to commence work.

In the event the Covered Party enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of the Covered Party executed the same by affixing a signature hereto.

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the IAG Service Corp. shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary information thereof and to pay the cost thereof to the IAG Service Corp. immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the IAG Service Corp.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the IAG Service Corp. with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform the IAG Service Corp. and the insurance company in writing, of any written or oral notification of an alleged claim.

IAG SERVICE CORP. CONSULTANT INDEMNIFICATION CLAUSE

With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the IAG Service Corp. and its respective agencies, employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, "Damages"), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as "Fault") of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

The laws of the State of Delaware shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

SAMPLE OF BROKER LETTER

**TO BE PRINTED ON INSURANCE BROKER OR INSURANCE CARRIER
LETTERHEAD**

DATE

IAG Service Corp.

Re: **(INSERT RFP TITLE)**

Dear _____:

As stipulated in Attachment ## of the RFP, this letter confirms **(Broker/Insurance Carrier)** and **(Insured/Bidding Party)** ability to secure placement of all insurance requirements as outlined in the IAG Service Corp. Insurance and Indemnification Requirements section. We will provide a sample 'Certificate of Insurance' indicating that **(Insured/Bidding Party)** can meet the minimum requirements stipulated herein.

Sincerely,

**Insurance Broker / Insurance Carrier
Name/Title**

ATTACHMENT III

INSURANCE AND INDEMNIFICATION CERTIFICATION FORM

CONTRACT NO. 2026-01

IAG SERVICE CORPORATION TASK ORDER ASSIGNMENT CONSULTANT

(Name of Consultant)

the undersigned, an officer of the named Consultant, in person or by its duly authorized representative, hereby certifies that they have read and understood the IAG Service Corp. Insurance and Indemnification Requirements stipulated in ATTACHMENT II of this RFP, and will comply with the Insurance Requirements, by providing the IAG Service Corp. as an attachment to this certification a sample "Certificate of Insurance" indicating that it can meet the minimum requirements stipulated herein; and further, will take no exception to the Indemnification Clause if they are selected to perform work under Contract 2026-01

(Date)

(Name and Title)

subscribed and sworn to
before me this _____
day of _____, 20 ____

My Commission expires _____, 20 ____

ATTACHMENT IV

STANDARD IAG SERVICE CORP. CONSULTANT AGREEMENT**IAG SERVICE CORP. CONTRACT NO. 2026-01**

This Agreement ("Agreement") effective this date of _____, by and between the **IAG SERVICE CORPORATION**, a Corporation created on the twenty-fourth day of March, 2016, that is a nonprofit organization organized exclusively for the purpose of promoting social welfare within the meaning of Section 501(c)(4) of the Internal Revenue Code of 1986, hereinafter referred to as the IAG Service Corp., and _____, which is registered in the State of _____, hereinafter referred to as "Consultant";

WITNESSTH:

WHEREAS, the IAG Service Corp., on _____, issued a _____ to provide _____ and such _____ together with issued Addenda __ and __ is incorporated herein as Attachment "A" and made a part hereof; and

WHEREAS, the Consultant submitted its _____ dated _____, to provide the IAG Service Corp. with the requested _____ and _____ said _____ are incorporated herein as Attachment "B" and made a part hereof; and

WHEREAS, the IAG Service Corp at its _____, meeting adopted a Resolution to accept the Consultant's _____ to provide _____ as further described below in this agreement and the attachments incorporated herein; and

WHEREAS, the IAG Service Corp. in its letter dated _____, provided the Consultant with Notice of Award, which is incorporated herein as Attachment "C" and made a part hereof; and

WHEREAS, the parties now desire to enter into an agreement with regard to professional services of the Consultant to the IAG Service Corp. as fully set forth herein and in the attachments hereto; and

NOW, THEREFORE, in consideration of the mutual promises set forth, the parties hereto agree as follows:

ARTICLE I – WORK AND SERVICES**A. Subject and Scope of Services**

1. The Scope of Services to be provided under this Agreement shall be as outlined in the Scope of Services of the IAG Service Corp. _____ dated _____, including Addenda _____ and _____ and further supplemented by the Consultant's _____ dated _____. The above referenced _____ and its _____ addenda are attached hereto as Attachment A and made a part hereof. The Consultant's _____ is attached hereto as Attachment B and made a part hereof. The IAG Service Corp. _____ Notice of Award letter is attached hereto as Attachment C and made part hereof. In the event of conflicts, inconsistencies or discrepancies between and/or within the contract documents including, but not limited to, the IAG Service Corp. Request for Proposals, the Consultant's Proposal, Rate Schedule and Fee Proposal/Rate Schedule, any problem statement or any specific Task Order Assignment, the Consultant shall provide the better quality or greater quantity of Scope of Services, at no additional cost to the IAG Service Corp., in accordance with the IAG Service Corp. interpretation. Further, in the event that providing the better quality or greater quantity of Scope of Services does not resolve the conflict, inconsistency or discrepancy, the documents should follow this order of precedence from highest to lowest: Agreement, Request for Proposal, Consultant's Proposal, and the Rate Schedule.

Specific Task Order Assignments shall be issued by the IAG Service Corp. on an as needed basis, as determined by the IAG Service Corp. in its sole discretion, and such Task Order Assignments shall be performed under the direction of the Executive Director and/or their designee. When the services of the Consultant are desired by the IAG Service Corp., the Executive Director and/or their designee will provide the Consultant with a problem statement for each assignment. The Consultant shall submit a detailed scope of services and fee proposal for each assignment, which the Consultant indicates will address the problem statement, to the Executive Director and/or their designee within five (5) working days or fewer if required by the IAG Service Corp.

2. The term of this Agreement shall be for three (3) years from the date of execution of this Agreement with two (2) one-year options solely determined by the IAG Service Corp. Tasks will be assigned by the IAG Service Corp. to the Consultant on an as-needed basis, as determined in the IAG Service Corp. sole discretion; provided however, the IAG Service Corp. reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the IAG Service Corp., in its sole discretion. Furthermore and without limiting the foregoing, the IAG Service Corp. will conduct annual reviews of the Consultant's performance under this Agreement at the end of each anniversary year of the Agreement to determine, in the IAG Service Corp. sole discretion, if the Consultant's services will be required for subsequent years of the Agreement and the Consultant shall fully cooperate with the IAG Service Corp. in connection with such annual reviews, at no additional cost to the IAG Service Corp.
3. In the event a dispute arises concerning the meaning of the scope of services or the work required to be performed under this Agreement, the dispute shall be handled as further described in Article V, Section H-Disputes.

B. Staff and Facilities

1. The Consultant shall designate a single point of contact with the IAG Service Corp. for all matters relating to this Agreement. This person shall be authorized to submit proposals for each Task Order Assignment and negotiate the cost for any and all Task Order Assignments requested of the Consultant.
2. The Consultant agrees that it will at all times employ, maintain and assign to the performance of this contract a sufficient number of competent and qualified professional, technical and other personnel adequate and sufficient for the prompt and satisfactory performance of this Agreement.
3. Any person employed in or assigned to the performance of work or services hereunder by the Consultant shall be removed from such work or services upon notice from the IAG Service Corp. Executive Director and/or their designee.
4. The Consultant shall not employ the IAG Service Corp. employees in the performance hereof.
5. The Consultant agrees that it will at all times cooperate and coordinate its work with the work and requirements of the IAG Service Corp., its Executive Director and/or their designee and all other IAG Service Corp. personnel for the prompt performance of this Agreement.

C. Supervision

1. The Consultant agrees that a Principal Officer of the Consultant will, at all times, have personal direction and charge of the Consultant's work to be performed hereunder and be available for meetings with the IAG Service Corp. Executive Director and/or their designee.
2. The Consultant agrees that all personnel and facilities of its principal office will be utilized for the performance of this Agreement.
3. Nothing in this Article I.C shall be deemed or construed to revise, modify, diminish or impair the obligations of the Consultant to furnish the services and to perform as specified in Article I. A.

D. Confidentiality

1. In the performance of the services for the IAG Service Corp., the Consultant will receive information and knowledge respecting the confidential details of the business of the IAG Service Corp. Accordingly, Consultant agrees that Consultant, except as specifically authorized in writing by the IAG Service Corp., shall not at any time use for Consultant or disclose to any person or entity any such knowledge or information heretofore or hereafter acquired. Consultant further agrees that all memoranda, notes, records, papers, or other documents and all copies thereof relating to the IAG Service Corp., some of which may be

prepared by the Consultant, and all objects associated therewith in any way obtained by Consultant shall be the property of the IAG Service Corp. This shall include, but is not limited to, documents and objects relating to the IAG Service Corp., its facilities, personnel or officials. Consultant shall not, except for use in performance of services to the IAG Service Corp., copy or duplicate any of the aforementioned documents or objects, nor use any information concerning them except for the IAG Service Corp. benefit, either during Consultant's performance of services to the IAG Service Corp. or thereafter. Consultant agrees that Consultant will deliver all the aforementioned documents and objects that may be in Consultant's possession to the IAG Service Corp. on termination of consultant's services for the IAG Service Corp., or at any other time on IAG Service Corp. request, together with Consultant's written certification of compliance.

2. Consultant agrees that Consultant will not, except as specifically authorized in writing by the IAG Service Corp., disclose to others, use for Consultant's own behalf or otherwise appropriate, copy or otherwise reproduce, or make any use of any knowledge or information of or relating to the IAG Service Corp. its facilities, personnel or officials.

ARTICLE II – AUTHORITY OF EXECUTIVE DIRECTOR AND/OR THEIR DESIGNEE AND CONSULTANT

A. Executive Director and/or their designee

1. The Consultant agrees that it will faithfully execute and promptly comply with the requirements and direction of the IAG Service Corp. Executive Director and/or their designee.

B. Consultant

1. The Consultant agrees that, in the performance of this Agreement, it is and will, at all times, remain an independent contractor. The Consultant further agrees that it will not bind the IAG Service Corp., its Executive Director and/or their designee or any officers or employees of the IAG Service Corp. except as authorized in writing by the Executive Director and/or their designee.

C. Employee of Consultant

1. The parties hereto agree that neither the Consultant nor any person in its employ, shall be deemed, construed or become an employee of the IAG Service Corp. and that all instructions and directions given to the Consultant or to any of its employees by the IAG Service Corp., the Executive Director and/or their designee, or employee of the IAG Service Corp. shall be for general guidance of the Consultant only.

ARTICLE III – COMPENSATION OF CONSULTANT**A. Terms of Compensation**

1. For, and in consideration of the services performed by the Consultant under this Agreement, the IAG Service Corp. shall pay the Consultant up to an amount not-to-exceed _____ (\$_____). Notwithstanding anything else to the contrary in this Agreement or any attachments hereto, this Agreement is not intended to provide a guarantee to the Consultant that the specified not-to-exceed dollar amount will be utilized during the term of this Agreement. Notwithstanding anything else to the contrary in this Agreement or any Attachments hereto, the IAG Service Corp. reserves the option to extend or shorten the Agreement duration and/or to increase or decrease the not-to-exceed dollar amount, as determined by the IAG Service Corp., in its sole discretion

Individual tasks will be assigned by the IAG Service Corp. to the Consultant on a task order basis after receipt and approval by the IAG Service Corp. of a proposal from the Consultant for each task specifically requested and outlined in the Problem Statement prepared by the IAG Service Corp. A not-to-exceed amount shall be established for each Task Order Assignment and shall be based on the Consultant's Task Order Assignment Proposal Rate Schedule (See Attachment "B") and any subsequent negotiations to arrive upon an agreed upon fee for the specific assignment authorized by the Executive Director and/or their designee. The services for this Agreement are assigned by the IAG Service Corp. on an as-needed basis, as determined by the IAG Service Corp., in its sole discretion.

Costs incurred beyond the specified not-to-exceed amount established for each Task Order Assignment, without prior IAG Service Corp. approval, shall be at the sole risk of the Consultant.

2. The not-to-exceed payment for each Task Order Assignment shall include payment for all direct professional and technical salaries (except as excluded by this Agreement or the Attachments hereto) times a multiplier for office personnel and field personnel respectively, plus approved out-of-pocket expenses at actual cost, including but not limited to: mileage, printing and photographing, and specialized services performed by other firms at the Consultant's direction.
3. The multiplier for the Consultant and any sub-consultants shall be as follows:

Multiplier	_____	_____	_____	_____	_____
Office	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Field	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

4. If, during any stage of the services performed under this Agreement, a change is ordered by the IAG Service Corp., which results in additional costs to the Consultant, it shall be the Consultant's responsibility to so notify the IAG Service Corp. Executive Director and/or their designee and request approval of same before the Consultant performs this work.

5. The IAG Service Corp. shall have the right to decrease the scope of any Task Order Assignment or terminate any Task Order Assignment at any time and for any reason upon written notification of the Executive Director and/or their designee. In such an event, the Consultant will be fully compensated for work properly performed prior to the notification of reduction in scope or termination of work.
6. If during any stage of the services performed under this Agreement, a change is ordered by the IAG Service Corp. which is deemed by the IAG Service Corp. to be caused by an error or omission on the part of the Consultant, its agents, servants, and/or employees, the Consultant shall perform all services necessary to correct such error and omission at no cost to the IAG Service Corp.

B. Periodic Statements

1. Whenever, the Consultant is entitled to any payment hereunder, the Consultant shall present to the IAG Service Corp. a verified statement, supported by such original or other records and receipts as the IAG Service Corp. may request, all on forms and in accordance with the payment and audit procedures of the IAG Service Corp., which statements shall set forth all items paid by the Consultant for which reimbursement may be demanded hereunder. Such statement, when approved by the IAG Service Corp. as to form and items of claim, shall be paid within thirty (30) days of presentation.

The format for submitting invoices shall be consistent with the requirements as deemed acceptable to the IAG Service Corp. Sample invoices shall be submitted to the IAG Service Corp. for approval a minimum of two weeks prior to the first official request for payment.

ARTICLE IV – SUBCONTRACTS, ASSIGNMENTS AND TRANSFERS

A. Assignment or Transfer of Contract

1. The Consultant shall not sell, transfer, assign or otherwise dispose of this contract or any interest therein to any party, except upon such terms and conditions as the IAG Service Corp. may approve.

B. Subcontracts

1. The Consultant may obtain by subcontract, subject to written approval of the IAG Service Corp. Executive Director and/or their designee, such supplemental professional and non-professional services or independent consultants as are necessary for the proper performance of this Agreement.

ARTICLE V – LEGAL AND PUBLIC RELATIONS

A. Legal and Public Assignment or Transfer of Contract

1. In carrying out the provisions of this contract or in exercising or claiming to exercise any

official power or authority, neither the IAG Service Corp. officers or employees shall have or incur any personal liability nor shall any claim of personal liability be asserted against any of them by the Consultant or its agents or employees.

B. Loss or Damage to Property of the IAG Service Corp.

1. The Consultant shall care for and protect all property of the IAG Service Corp. which comes into the possession or custody of the Consultant, and shall at its own cost and expense, repair or restore any such property which is lost or damaged due to the negligence or default of the Consultant, its agents, servants, and/or employees in the performance of professional and non- professional services under this Agreement.

C. Indemnification

1. With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the IAG Service Corp., and the employees, agents, assigns and affiliates (collectively, the "Indemnified Parties") from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, "Damages"), to the extent that such Damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as "Fault") of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party's Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

The laws of the State of Delaware shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

D. Claims

1. The IAG Service Corp. shall as soon as practicable after a claim has been made against it give written notice thereof to the Consultant. If suit is brought against the IAG Service Corp., the IAG Service Corp. shall forward to the Consultant written notice thereof as soon as practicable after receipt of notice of such suit by the IAG Service Corp.
2. The Consultant shall have the right to choose counsel in defense of any claims or suits that it defends pursuant to the above indemnification obligation. IAG Service Corp. shall have the right to approve election of such counsel by Consultant. In the event IAG Service Corp. determines that any counsel previously approved is not performing satisfactorily, IAG Service Corp. shall have the right to require that Consultant either choose a replacement counsel acceptable to the IAG Service Corp. or engage additional counsel for the IAG Service Corp. who is acceptable to the IAG Service Corp..

E. E. Non-Discrimination

1. During the performance of this Agreement, the Consultant and his sub-consultant agree that it will not discriminate against any employee, applicant for employment, independent Consultant, or any other person because of age, race, creed, color, religion, national origin or non-job disability. The Consultant shall take positive creative steps beyond the ordinary toward increasing the potential for minority and women Consultants and providers of bona fide services to participate in the free enterprise system. Such positive steps shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. The Consultant shall post in conspicuous places at the Consultant's headquarters, available to employees, agents, applicants for employment and other persons, a notice or equivalent poster setting forth the provisions of this non-discrimination clause.

F. Laws to be Observed

1. The Consultant shall at all times observe and comply with all applicable federal, state, local and municipal laws, ordinances, rules and regulations in any manner affecting the work, and shall indemnify and save harmless the IAG Service Corp. and its officers, agents and servants from any violation of any such law, ordinances, ruling, and regulations, whether such violations be by the Consultant or any subconsultant, or any of their agents or employees.

G. Familiarity with Laws, etc.

1. The Consultant shall familiarize itself with all federal, state and local laws, ordinances, rules, and regulations including, but not limited to, the latest amended municipal building codes, rules and regulations which in any manner affect those engaged or employed in the work, or the materials and equipment used in the work or in any way affecting the work, and no plea of misunderstanding will be considered on account of ignorance thereof. If the Consultant shall discover any provision in this Agreement, which is contrary to or inconsistent with any law, ordinance, rule or regulation, he shall forthwith report it to the IAG Service Corp. in writing.

H. Disputes

1. In the event a dispute arises concerning the meaning of any term used in this Agreement or the work required to be performed under this Agreement, the dispute shall be decided by the IAG Service Corp. Executive Director and/or their designee or his duly authorized representative within fifteen (15) days after notice thereof in writing which shall include a particular statement on the grounds of the dispute. The Consultant shall have ten (10) days after receipt of the decision in which to file a written appeal thereto. The pendency of a dispute shall not excuse or justify any interruption or delay in the Consultant's performance of this Agreement which shall proceed with due diligence.

I. Dissemination of Information

1. Information included in this Agreement or the attachments hereto or in any ways associated with this project is intended for use only by the IAG Service Corp. and the Consultant and is to remain the property of the IAG Service Corp. Under no circumstances shall any of said information be published, copied or used in any other fashion or for any other purpose.

J. News Releases

1. No news releases pertaining to this Agreement or the project to which it relates shall be made without prior written approval by the IAG Service Corp. and then only in coordination with the IAG Service Corp.

ARTICLE VI – WORK, SERVICES AND CHANGES THEREINA. Work Change Orders

1. The IAG Service Corp. or its Executive Director and/or their designee may from time to time by written order require additional work and services to be performed by the Consultant. The Consultant shall submit a proposal to include scope and level of effort for each task, in writing, to perform the requested additional work and services for review and approval, within five (5) business days after receipt of the request from the IAG Service Corp. or fewer if required by the IAG Service Corp. Payment for this work will be made on the basis of direct professional and technical salaries (except as excluded by this Agreement or the Attachments hereto) times a multiplier for office personnel and a multiplier for field personnel, as shown in the table below, plus approved out-of-pocket expenses at actual cost and subconsultant and specialized services at actual cost.

Multiplier	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
Office	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX
Field	X.XXXX	X.XXXX	X.XXXX	X.XXXX	X.XXXX

B. Work to Become the Property of the IAG Service Corp.

1. All notes, designs, drawings, specifications and other technical data of the Consultant, as well as job related records and other data including, but not limited to, electronic data, concerning the work hereunder shall become the property of the IAG Service Corp. and the IAG Service Corp. shall have the right to use all or any part thereof for the purpose, including, but not limited to, the construction, supervision or design of any structures or facilities for the sole purpose of the IAG Service Corp., when and where the IAG Service Corp. may determine, without any claims on the part of the Consultant for additional compensation. All of the foregoing items shall be delivered to the IAG Service Corp. whenever requested by it, and, in any event, upon completion of the work hereunder.

ARTICLE VII – CONSULTANTS INSURANCE

Prior to commencement of any work under the Contract and until final payment is made for the work under the Contract (unless otherwise stated herein), Consultant (hereinafter the “Covered Party”) shall, at its sole expense, maintain the following insurance on its own behalf, with an insurance company or companies having an A.M. Best Rating of A-: Class VII or better, and furnish to the IAG Service Corp. Certificates of Insurance evidencing same.

Notwithstanding anything herein to the contrary, if any part of the work under this Contract is to be performed by a subcontractor, sub-subcontractor and/or agent of the Covered Party, the Covered Party (as applicable) shall be responsible for each subcontractor, sub-subcontractor and/or agent maintaining insurance or, in the alternative, maintaining insurance on behalf of each subcontractor, sub-subcontractor and/or agent, as specified in, and in accordance with, the paragraphs below. The Contract that the IAG Service Corp. is entering is solely with the Covered Party and the Covered Party shall be solely responsible for all acts or failures to act of each of its subcontractors, sub-subcontractors and/or agents as if the actions or failures to act are the actions or failures to act of the Covered Party. The Covered Party expressly acknowledges and agrees that the IAG Service Corp. willingness to enter into the Contract is premised on the Covered Party taking responsibility for, and indemnifying, defending and holding harmless the IAG Service Corp. from and against, the acts and failures to act of each of their respective subcontractors, sub-subcontractors and/or agents. Nothing herein shall otherwise limit or alter the Covered Party’s obligation to seek prior approval of subcontractors, sub-subcontractors and/or agents from the IAG Service Corp., as such requirement may be set forth in the Contract.

1. Workers Compensation and Employers Liability: in the state in which the work is to be performed and elsewhere as may be required and shall include:
 - a) Workers Compensation Coverage: In such amounts necessary to satisfy applicable statutory requirements
 - b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$100,000 each accident
Bodily Injury by Disease:	\$100,000 each employee
Bodily Injury by Disease:	\$500,000 policy limit
 - c) Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.
 - d) U.S. Longshoremen’s and Harbor Workers’ and Maritime Coverages, where applicable.

2. Commercial General Liability: (including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability (including Liability for Employee Injury assumed under a Contract), Personal Injury, and Explosion, Collapse and Underground Coverages).
 - a) Occurrence Form with the following limits:

a) General Aggregate:	\$2,000,000
b) Products/Completed Operations	
Aggregate:	\$2,000,000
c) Each Occurrence:	\$1,000,000

- d) Personal and Advertising Injury: \$1,000,000
- b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The General Aggregate Limit must apply on a per location/per project basis.
- d) No Professional Exclusion (if exclusion exists, must comply with Professional Liability Coverage Requirement, as set forth in the Professional Liability paragraph requirements as set forth in paragraph 6 below).
- e) No Insured vs. Insured or “Cross Suits” Exclusion on the policy.

3. Automobile Liability including Physical Damage:

Coverage to include:

- a) Per Accident Combined Single Limit \$1,000,000
- b) All Owned, Hired and Non-Owned Vehicles
- c) Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract),
- d) Physical Damage Coverage must be included or self-insured as the IAG Service Corp. is not responsible for any property damage to the Covered Party’s vehicles.

4. Commercial Excess/Umbrella Liability:

- a) Occurrence Limit: \$5,000,000
- b) Aggregate Limit (where applicable): \$5,000,000
- c) Policy to apply excess of the Commercial General Liability, Commercial Automobile Liability and Employers Liability Coverages.
- d) The Commercial Excess/Umbrella Liability policy shall be following form.
- e) No Insured vs. Insured or “Cross Suits” Exclusion on the policy.

5. Property of Covered Party:

All property, including, but not limited to, tools and equipment, that the Covered Party has at the job site or is owned by the Covered Party is the responsibility of the Covered Party. The IAG Service Corp. assumes no responsibility for the protection, maintenance, or repair of any property that the Covered Party has at the job site or that is owned by the Covered Party, including, but not limited to, tools or equipment.

All materials required by the Contract that can be damaged, stolen, or lost, must be insured by the Covered Party as any partial payments made to the Covered Party are deemed to be payment for such materials. Proof of coverage, including the transportation risk, with applicable limits of insurance may be required by the IAG Service Corp. to be reflected on a Certificate of Insurance. The transportation risk must be included.

6. Professional Liability Coverage:

The following minimum limit of insurance shall be required:

\$ 1,000,000 Per Occurrence/Per Claim (Maximum Self Insured Retention - \$50,000)

ADDITIONAL COVERAGES AS NEEDED:7. Pollution/Environmental Impairment Liability Coverage:

The following insurance shall be required for Contracts that involve the removal, transportation and/or disposal of hazardous materials:

- a) Limits of Insurance:
 - \$2,000,000 Per Occurrence/Per Claim
 - \$4,000,000 Per Occurrence/Per Claim – Policy Aggregate
- b) Claims Made coverage must be maintained for a period of at least three (3) years after final payment under the Contract.
- c) The IAG Service Corp. shall be added as an additional insured, and the policy shall contain no insured vs. insured exclusion.
- d) The pollution/environmental impairment liability insurance shall include coverage for, without limitation:
 - 1. Bodily injury and property damage to third parties
 - 2. Natural resource damages
 - 3. Pollution clean-up costs, including restoration or replacement costs
 - 4. Defense costs
 - 5. Fines, penalties and punitive damages
 - 6. Transportation of waste material by or on behalf of the Covered Party
 - 7. Disposal liability for pollution conditions on, at, under, or emanating from any disposal site, location or facility used by or on behalf of the Covered Party for disposal of waste.

8. Contractual Liability Coverage
9. Lead, Silica, Asbestos and Mold Coverages
10. Underground Storage Tank Coverage

All insurance coverage shall be maintained until all hazardous materials are disposed of in an EPA licensed disposal facility and federal, state and local environmental requirements and laws have been complied with, whether such compliance is the obligation of the Covered Party, subcontractors, the IAG Service Corp. or third parties.

All disposal facilities shall provide the IAG Service Corp. upon request and the Covered Party with written evidence that they are licensed EPA disposal facilities and that they maintain pollution liability insurance of not less than \$2,000,000 Per Occurrence/Per Claim, which covers all claims arising from the disposal facilities' handling and storage of hazardous materials. Pollution liability insurance for the transportation of the hazardous material shall be carried by the transporter with limits not less than \$2,000,000 Per Occurrence/Per Claim.

8. Watercraft Liability Insurance:

For those Covered Parties using WATERCRAFT, the following additional requirements apply:

The Covered Party shall procure and maintain during the term of this Contract, at their own expense, watercraft liability coverage with either Marine Liability, Protection & Indemnity Coverage, or the Boats Endorsement 24 12 11 85, or comparable endorsement, on the General Liability Coverage:

Limit of Insurance: \$1,000,000 Per Occurrence/Annual Aggregate

Policy shall be endorsed with a Waiver of Subrogation Endorsement.

9. Riggers Liability Insurance:

For those Contracts that involve rigging (furnishing the material hoist service), Riggers Liability Insurance is to be supplied, either by separate policy or endorsement on the General Liability Policy.

Rigger's Liability Limit: \$2,000,000 Per Occurrence

10. Railroad Protective Liability Insurance:

Where construction is to be conducted within 50 feet of the railroad, the Covered Party shall be responsible to purchase Railroad Protective Liability coverage.

The Insurance requirements listed in Items 7, 8, 9 & 10 are waived for Contract No. 2022-01, IAG Service Corporation Task Order Assignment Consultant. Should such insurance be required the Consultant shall include such cost of insurance in their Fee Proposal and the approved cost will be reimbursed to the Consultant as a direct cost.

Deductibles and Self-Insured Retentions:

All deductibles and self-insured retentions are the sole responsibility of the Covered Party. All deductibles and self-insured retentions must be shown on the Certificate of Insurance. In addition, all self-insured retentions shall not exceed \$50,000 without the prior written approval of the IAG Service Corp.; provided, however, a Consultant's self-insured retention amount on its Professional Liability Insurance policy may exceed \$50,000 to the extent that a higher self-insured retention amount is expressly set forth in paragraph 6 of these insurance requirements.

Financial Rating of Insurance Companies:

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings of A- (Excellent); VII or better.

The Covered Party must notify the IAG Service Corp. of any change in the financial rating of its insurance carriers.

Primary Additional Insureds:

The Certificate of Insurance is to name the IAG Service Corp. as ADDITIONAL INSURED(S) on the General Liability, Automobile Liability and Excess/Umbrella Liability Coverages, *and other liability coverages where applicable.*

The Certificate of Insurance must confirm that, at a minimum, the Covered Party's General Liability policy is endorsed with either ISO Form #CG 2026 11 85, or both ISO Form #CG 20 10 10 01 and ISO Form #CG 20 37 10 01, or equivalent manuscript endorsement. The Covered Party **must** attach a copy of its additional insured endorsement(s) to its Certificate of Insurance.

The Certificate is also to indicate that the Covered Party's policies are **primary** and non contributory. The coverage offered to the Additional Insureds on the Covered Party's liability policies (including, without limitation, General Liability, Auto Liability, Pollution Liability (if applicable) and Excess/Umbrella Liability) shall be **primary** and non contributory coverage to any other coverage maintained by the Additional Insureds and shall not permit or require such other coverage to contribute to the payment of any loss.

Covered Party shall continue to maintain the IAG Service Corp. as Additional Insureds for at least three (3) years after final payment under the Contract.

30 Days Notice of Cancellation, Non-Renewal and Material Change:

Covered Party shall provide the IAG Service Corp. at least thirty (30) days' prior written notice in the event of cancellation, non renewal, modification, or material change to the policies by Certified Mail - Return Receipt Requested.

Waiver of Rights of Recovery and Waiver of Rights of Subrogation:

The Certificate of Insurance must evidence a Waiver of Recovery and Waiver of Subrogation in favor of the IAG Service Corp. and all Additional Insureds where applicable on all policies including Workers' Compensation and Employers Liability:

- a. The Covered Party waives all rights of recovery against the IAG Service Corp. and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- b. The Covered Party hereby waives, and shall cause its insurance carriers to waive, all rights of subrogation against the IAG Service Corp. and all the additional insureds for loss or damage covered by any of the insurance maintained by the Covered Party pursuant to this Contract.
- c. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation set forth in b, above, then the named insureds of such policies will cause them to be so endorsed.

Claims Made Policy Forms:

Should any of the required liability coverages be on a "Claims Made" Basis, coverage must be available for the duration of the Contract and for a minimum of three (3) years after final payment under the Contract. In the event that such policies are cancelled or not renewed at any time, the Covered Party shall provide a substitute insurance policy with an inception date the same as the prior policy's cancellation date and the substitute insurance policy shall carry forward the same retroactive date as the cancelled policy to fill any gaps in coverage which may exist due to the cancellation or non-renewal of the prior "claims-made" policies. With respect to all "claims made" policies which are renewed, the Consultant shall provide coverage retroactive to the date of commencement of work under this Contract.

Review of Insurance Requirements by the Covered Party's Insurance Representative:

The Covered Party WARRANTS that this Contract has been thoroughly reviewed by the Covered Party's insurance agent(s)/broker(s), who have been instructed by the Covered Party to procure the insurance coverage required by this Contract.

The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Covered Party or any of their subcontractors.

Any type of insurance or any increase in limits of liability not described above which the Covered Party requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The carrying of insurance described herein shall in no way be interpreted as relieving the Covered Party of any responsibility or liability under the Contract.

Certificate of Insurance:

The Covered Party shall submit with its proposal, a signed and notarized letter from and on the Covered Party's insurance broker's/agent's letterhead stating that the insurance broker/agent and Covered Party will meet all the insurance coverages outlined in these insurance requirements, which are incorporated by reference into the Contract.

Prior to the commencement of work and/or the IAG Service Corp. making any payment under the Contract, the Covered Party shall file Certificates of Insurance with the IAG Service Corp. that shall be subject to the IAG Service Corp. approval of adequacy of protection and the satisfactory character of the insurer. The IAG Service Corp. has the right to request copies of any and all policies and endorsements. The Certificates of Insurance should be emailed to the IAG Service Corp. within five (5) days of receipt of the Notice of Award, to the attention of the P.J. Wilkins, regardless of when work commences. A project description and job number must be shown on all Certificates of Insurance. The Covered Party's obligation to provide the insurance set forth herein shall not be waived by any failure to provide a Certificate of Insurance, the Covered Party's acceptance of a Certificate of Insurance showing coverage varying from these requirements or by the Covered Party's direction to commence work.

In the event the Covered Party enters the worksite or delivers or has delivered materials or equipment to the worksite without having first fully executed the Contract, then these insurance requirements and the indemnification provision contained within the Contract shall be deemed executed at the time of first entry to the worksite as if a duly authorized representative of the Covered Party executed the same by affixing a signature hereto.

In the event of a failure of the Covered Party to furnish and maintain said insurance and to furnish satisfactory evidence thereof, the IAG Service Corp. shall have the right (but not the obligation) to take out and maintain the same for all parties on behalf of the Covered Party who agrees to furnish all necessary information thereof and to pay the cost thereof to the IAG Service Corp. immediately upon presentation of an invoice.

In no event shall the Covered Party begin work until Certificates of Insurance showing coverage in the aforementioned amounts required for the Contract is received and approved by the IAG Service Corp.

Settlement of Insurance Claims:

Make every effort to settle all claims in an expeditious and equitable manner. Provide the IAG Service Corp. with the name, address and telephone number of the person authorized to act on behalf of the Insurance Company for the project at the preconstruction conference. Promptly inform

the IAG Service Corp. and the insurance company in writing, of any written or oral notification of an alleged claim.

IAG SERVICE CORP. CONSULTANT INDEMNIFICATION CLAUSE

With respect to any services or work provided by the Covered Party, its agents, servants, employees, Subcontractors and subconsultants under this Contract, the Covered Party agrees to the fullest extent permitted by law to indemnify, defend and hold harmless the IAG Service Corp. and its respective agencies, employees, agents, assigns and affiliates (collectively, the “Indemnified Parties”) from and against, any and all liabilities, losses, claims, damages and expenses, including, but not limited to, costs of investigation and defense, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and expenses, of whatsoever kind or nature (collectively, “Damages”), to the extent that such damages are caused by the negligence, gross negligence, willful misconduct, fraud or misrepresentation (such wrongful acts are collectively hereinafter referred to as “Fault”) of the Covered Party, its agents, servants, employees, Subcontractors, subconsultants, anyone directly or indirectly employed by them or anyone for whose acts or omissions they may be legally liable. Such obligations of the Covered Party to indemnify, defend and hold harmless the Indemnified Parties to the extent of the Covered Party’s Fault (i.e., proportionately), shall apply even if the Damages are caused in part by the Indemnified Parties.

The laws of the State of Delaware shall apply to the construction of the indemnification set forth herein without regarding to any conflicts of laws provisions.

ARTICLE VIII – RECORDS AND ACCOUNTS, INSPECTION AND AUDIT

A. Consultant’s Records and Accounts

1. The Consultant agrees to keep records and books of account showing the actual cost to and payment by it of all items of whatever nature for which reimbursement is authorized under the provisions of this Agreement. The system of accounting and the kind and detail of books and records shall be subject to the approval of the IAG Service Corp.

B. Inspection by the IAG Service Corp.

1. The IAG Service Corp. or any of its officers, employees or agents, designated for that purpose, shall, at all times, be afforded all necessary facilities, during business hours of all business days, for inspection of the work and services of the Consultant and at all such times shall have access to any premises where any work or services may be carried on and performed and where any records, books, correspondence, drawings, receipts, vouchers, memorandum and other records and documents of the Consultant, pertaining to this Agreement, may be kept, with full facilities for inspection and copy thereof.

ARTICLE IX – TERMINATION**A. Default of Consultant**

1. In the event that this Agreement or any part thereof has been abandoned, is unnecessarily delayed on the part of the Consultant, or is not being performed satisfactorily, or the Consultant is willfully violating any provisions of this Agreement or is performing same in bad faith as determined at the sole discretion of the IAG Service Corp. Executive Director and/or their designee, the IAG Service Corps. Executive Director and/or their designee may declare the Consultant in default and notify him, in writing to discontinue further performance of the services required under this Agreement. The IAG Service Corp. shall recover the costs of completing the services under this Agreement by deducting such amounts of monies due or to become due to the Consultant hereunder, and the Consultant agrees to pay any deficiency in such recovery to the IAG Service Corp. upon demand.

B. Termination at IAG Service Corp. Own Interest

1. The Agreement may be terminated, in whole or in part, by the IAG Service Corp. upon fifteen (15) calendar days written notice to the Consultant, whenever the IAG Service Corp. deems it advisable to do so in its own interest. Upon receipt of such notice from the IAG Service Corp., the Consultant shall (but in the event of a partial termination, only to the extent of the work terminated), except as otherwise directed by the IAG Service Corp.:
 - a. Discontinue work under this Agreement on the date fixed for termination in the notice of termination.
 - b. Place no further orders or subcontracts for materials, services or facilities except as may be necessary for completion of the work and services until the date fixed for termination in the Notice of Termination.
 - c. Cancel (or if so directed by the IAG Service Corp., transfer to the IAG Service Corp.) as of the date fixed for termination or such earlier date as the IAG Service Corp. may direct, all orders, subcontracts, and agreements relating to the work or services and assign to the IAG Service Corp., in the manner and to the extent directed by the IAG Service Corp., all of the right, title and interest of the Consultant under the orders, subcontracts and agreements so cancelled or transferred.
 - d. Settle and pay, to the extent directed or authorized by the IAG Service Corp., claims, commitments, liabilities and obligations arising out of or in connection with the performance or termination of the work and services or of any subcontract, order or agreement pursuant hereto.
 - e. Transfer and deliver to the IAG Service Corp., in the manner, to the extent and at times directed by the IAG Service Corp., the completed and uncompleted work, supplies, material and other property produced as part of or acquired in the performance of the work and services.
 - f. Take such action (whether before or after the termination date) as the Consultant may deem necessary or as the IAG Service Corp. may direct for the protection and preservation of property, which is in the possession of the Consultant, and in which the

IAG Service Corp. has or may acquire an interest.

2. The Consultant further acknowledges that this Agreement is or may be subject to certain permits, exemptions or approvals hereto issued by Federal, State or local regulatory agencies. Without limiting the general rights of the IAG Service Corp. as set forth in Article IX.B.1 paragraphs a. through f. hereof, the IAG Service Corp. shall have the right to terminate this Agreement upon fifteen (15) days written notice to the Consultant in the event that any such permit, exemption or approval is revoked or revised or in the event that the IAG Service Corp. in its judgment determines that it would be uneconomical, impractical, unfeasible, or not in the best interest of the IAG Service Corp. or the public to comply with any such permit, exemption or approval or conditions thereof.

C. Payment Upon Termination in the Interest of the IAG Service Corp.

1. In the event that this Agreement is terminated by the IAG Service Corp. under the provisions of Article IX.B.1 and/or 2, the IAG Service Corp. shall pay the Consultant for such work or services that the Consultant has performed in such amounts as the IAG Service Corp. determines to be just and proper under all circumstances; provided, however, the Consultant shall not be entitled to receive any compensation greater than the compensation for work properly performed prior to the notification of termination. Furthermore, and without limiting the foregoing, in no event shall the Consultant's or any of its agents' loss of anticipated profits be relevant in determining the amount of such payments.

ARTICLE X – SUCCESSORS OF THE PARTIES

A. Successors of Parties

1. This Agreement shall bind the Consultant, its heirs, executors, administrators, successors and assigns and shall inure to the benefit of the IAG Service Corp. and its corporate successors.

ARTICLE XI – DEFINITIONS

1. The term “Executive Director and/or their designee”, whenever appearing herein, means the IAG Service Corps .Executive Director and/or their designee, and shall be deemed to include the respective successor or successors and any authorized agent representative or designee of any of them.
2. The term “Consultant”, whenever appearing herein, shall be deemed to include any successor and the principal officers, project manager, resident engineer and any other agent, officer or employee of the Consultant actually in charge of any work under this Agreement.

ARTICLE XII – MISCELLANEOUS

- A. Notice. All demands, notices, requests and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt therefore, sent by certified mail, return receipt requested, first class postage prepaid, or sent by nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the following address:

If to the IAG Service Corp.: IAG Service Corp.
200 Continental Drive, Ste 401
Newark, DE. 19713
Attn: P.J. Wilkins, Executive Director

If to the Consultant:

Attn: _____

Either party may alter the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Article XII.A. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent by certified mail; and if sent by nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

- B. Amendments and Waivers. Any provision of this Agreement may be amended and the observance of any provision of this Agreement may be waived only with the written consent of the party against whom such amendment or waiver is sought to be enforced.
- C. Forum Selection/Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction of the State of Delaware, as the IAG Service Corp. so desires, without application of conflict of law provisions applicable herein. The parties agree that the state courts located in any state court of the State of Delaware, and the United States for the District of Delaware, as the IAG Service Corp. so desires, shall have sole and exclusive jurisdiction and venue over any dispute arising out of or in connection with this Agreement, and the parties hereby submit themselves to the jurisdiction of such courts.
- D. Limitation of Actions. Any action by either party in connection with or arising from this Agreement must be commenced within the shorter of two (2) years after the expiration or termination of this Agreement or expiration of the applicable statute of limitations.
- D. Entire Agreement. This Agreement, including any Attachments and Exhibits attached hereto, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, inducements or conditions, express or implied, oral or written, except as herein contained. The express terms hereof control and supersede any course of performance and/or usage of trade inconsistent

with any of the terms hereof.

Consultant agrees to comply with all of the terms and conditions set forth in this Agreement and in the other Attachments and Exhibits. If any conflict or discrepancy should arise in the terms, conditions, or technical documents of this Agreement or the interpretation thereof, the order of precedence for resolution shall be: Agreement, Request for Proposal, Consultant's Proposal, and the Rate Schedule.

In Witness Whereof, the parties have caused this Agreement to be executed under their hands and seals.

IAG SERVICE CORP.:

Executive Director

P.J. Wilkins

Print

CONSULTANT: _____

ATTEST:

Signature Title

Print Title

Signature Title

Print Title

RATE SCHEDULE FOR
IAG SERVICE CORPORATION TASK ORDER ASSIGNMENT CONSULTANT

[illegible]

Office (max 150%)	_____
Field (max 110%)	_____

1. Any material, supplies or other items acquired by the **Consultant** that have a remaining useful life after completion of the work and for which the **Consultant** receives reimbursement shall be delivered to the IAG Service Corp. prior to receipt of final fee payment
2. Both the Office and Field overhead rates must be either "approved" government overhead rates as evidenced by accompanying letter or 150%/110% whichever is less and shall remain fixed for the entire term of this three (3) year Agreement.
3. Payment for Corporate Officers, Partners, Owners (all shown as Project Principals) will only be made if they are performing specific technical tasks to the betterment of the project.

ATTACHMENT VI

QUALITY ASSURANCE FORM

This form is to be completed by the Project Manager, or the responsible person in-charge for overseeing and directing the overall execution of the work on the referenced project. Provide this form with the transmittal of the project deliverables. Attach any additional QA/QC forms generated by the **Consultant** during the course of this task.

Client: _____

Project Name: _____

Client's Project Number: _____ **Consultant's Project Number:** _____

Task Name: _____

Client's Task Number: _____ **Consultant's Task Number:** _____

I, _____, certify that the work performed for the above referenced project was done in accordance with all quality assurance and quality control procedures of our organization and in accordance with the requirements of our Contract with the IAG Service Corp. for the above referenced project.

Signature: _____

Date: _____

Title: _____

Company: _____