

**REQUEST FOR PROPOSALS
FOR
FC-10034, MEMORIAL DRIVE CORRIDOR
IMPROVEMENT**



ATLANTA, GEORGIA

**WILLIAM JOHNSON
Commissioner
Department of PUBLIC WORKS**

**SUSAN M. GARRETT
Interim Chief Procurement Officer
Department of Procurement**



CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT
Susan M. Garrett
Interim Chief Procurement Officer
singarrett@atlantaga.gov

October 6, 2017

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (the “DOP”), a proposal for **FC-10034, Memorial Drive Corridor Improvement**. The City of Atlanta (the “City”) on behalf of the Department of Public Works (“DPW”) seeks to secure Request for Proposals (“RFP”) for Architectural & Engineering Services from qualified proponent(s) to develop designs for Memorial Drive Corridor Improvement.

A **Pre-Proposal Conference** will be held on **Tuesday, October 17, 2017, at 11:00 a.m., EDT** at the DOP’s Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives available at the conference from the DPW, the Office of Contract Compliance, the Ethics Office, Risk Management, and the Atlanta Workforce Development Agency to discuss this project and to answer any questions. Proponents are urged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on **Tuesday, October 17, 2017, at 11:00 a.m., EDT.**, are not authoritative. **The last date to submit questions in writing is Friday, October 20, 2017, by 12:00 p.m. EDT.**

Your response to this Request for Proposals must be submitted to designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m. EST, Monday, November 6, 2017.**

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M.****

Proposals will be publicly opened and read at 2:01 p.m. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

Proponents may submit their Contractor Affidavit Forms for review via the City’s IIREA Preview Participation Program, to iireapreview@atlantaga.gov not less than ten (10) days prior to the Bid/Proposals due date of **Monday, November 6, 2017**. The IIREA Preview Participation Form is set forth in **Part 6**, included in the Request for **Bid/Proposal**.

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This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility for monitoring the DOP website for any addenda to the RFP. In the event of a conflict between a version of the Proposal in the Proponent's possession and the version submitted to the DOP, the version submitted to the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to Ms. Janett Adams, Contracting Officer, at jladams@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued.

The Proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of \$75.00 per package, beginning on October 6, 2017. All purchased solicitation documents include a scope of work booklet.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in its best interest.

Thank you for your interest in doing business with the City.

Sincerely,



Susan M. Garrett
Interim Chief Procurement Officer

SMG/jla

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for
FC-10034, Memorial Drive Corridor Improvement
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PART I

INFORMATION AND INSTRUCTIONS TO PROPONENTS

Part 1: Information and Instructions to Proponents

FC-10034

- 1. Services Being Procured:** This Request for Proposals (“**RFP**”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (the “**City**”), on behalf of its Department of Public Works (“**DPW**”), seeks to procure Architectural & Engineering Services to develop designs for Memorial Drive Corridor Improvement. The design will provide non-motorized vehicle transportation options for the western portion of Memorial Drive/S.R. 154 from Grant Street to Connolly Street (approximately .26 miles). The project goal is to facilitate safer travel conditions for automobiles, cyclists, and pedestrians while improving pedestrian/cyclist access.
- 2. Scope of Services:** A more detailed Scope of Services (“**SOS**”) sought in this procurement is set forth in Exhibit A– Scope of Services attached to the Professional Services Agreement (“**Services Agreement**”); Contract No. **FC-10034; Memorial Drive Corridor Improvement** included in this RFP at Part 5.¹
- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of federal law and the City’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1193; Competitive selection procedures for professional and consulting services. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to federal law, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
- 4. Minimum Qualification; Authority to Transact Business in Georgia:**
 - 4.1. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
 - 4.2. Each Proponent must be able to demonstrate a minimum of five (5) years of experience in providing professional services of the same size and scope.
 - 4.3. Each Proponent must comply with the City of Atlanta’s Disadvantaged Business Enterprises (DBE) Program requirements.
- 5. No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement no later than **2:00PM, EST, Monday, November 6, 2017** to the following address:

**Interim Chief Procurement Officer
Susan M. Garrett
55 Trinity Avenue, S.W.,
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307**

Any Proposal received after this time will not be considered and will be rejected and returned.

7. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, October 17, 2017 at 11:00 A.M. EDT**, in the Department of Procurement's Bid Room, Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Janett Adams, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 979-7752 or e-mail jladams@atlantaga.gov **on or before Friday, October 20, 2017 at 12:00 P.M. EDT**. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/procurement> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.
9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
10. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit

affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].”

- 11. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B, Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
- 12. Applicable City OCC Programs:** The City’s Office of Contract Compliance (“OCC”) Programs applicable to this procurement are set forth in Appendix A, Office of Contract Compliance Requirements, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
- 13. Evaluation of Financial Information:** The City’s evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3; Proponent Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2; Certification of Bonding Ability and Form 4.1; Certification of Insurance Ability**, indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.
- 14. Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the names and addresses of any proposed subcontractors that may be listed in the Proposal and to submit other material information relative to proposed subcontractors. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.
- 15. Examination of Proposal Documents:**
 - 15.1. Each Proponent is responsible for examining, with appropriate care, the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
 - 15.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential

Proponents who have obtained the RFP from City.

- 15.3. The City may, in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued addendum.
- 15.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4.
- 16. Oral Presentations and Demonstrations:** All responsive Proponents may be required to make an oral presentation of their Proposal to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the Scope of Services. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
- 17. Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City's Code of Ordinances.
- 18. Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
- 19. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (**Form 1**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume II of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**Form 1**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (**Form 1**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (**Form 1**) precedes the Affidavit.
 - Potential Offerors may submit their Contractor Affidavit Forms for review via the City's IIREA Preview Participation Program, not less than ten (10) days prior to the

Bids/Proposals due date. The IIREA Preview Participation Form is set forth in Part 6, included in the Request for Bid/Proposal.

- 20. Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or components of the SOS.
- 21. Brooks Act:** In accordance with the provisions of the Brooks Act, the City will evaluate firms based on their demonstrated competence and qualification. Price is excluded as an evaluation factor. Negotiations will be conducted with only the most qualified offeror; and only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror.

PART2

CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered.
2. **Informational Proposal:** An Informational Proposal is comprised of two (2) sources of information:
 - 2.1. Volume I, information drafted and provided by a Proponent;
 - 2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP; and
3. **Information Required to be Included in Informational Proposal:**
 - 3.1. **Summary:** The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1. **Information Drafted and Provided by a Proponent:** This information should be included in **Volume I** of the Proposal:
 - 3.1.1.1. Executive Summary;
 - 3.1.1.2. Team Organization & Qualifications of Key Personnel;
 - 3.1.1.3. Overall Experience, Qualifications and Past Performance on Similar Projects;
 - 3.1.1.4. Management Plan, Project Approach and Project Technical Approach
 - 3.1.1.5. Collaboration & Public Participation; and
 - 3.1.1.6. Sustainability.
 - 3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** of the Proposal:
 - 3.1.2.1. **Form 1;** Illegal Immigration Reform and Enforcement Act (IIREA) Form;
 - 3.1.2.2. **Form 2;** Contractor Disclosure and Declaration Form;
 - 3.1.2.3. **Form 3;** Proponent Financial Disclosure;
 - 3.1.2.4. **Form 4.1;** Certificate of Insurance Ability;
 - 3.1.2.5. **Form 4.2;** Certification of Bonding Ability; N/A;
 - 3.1.2.6. **Form 5;** Acknowledgment of Addenda;
 - 3.1.2.7. **Form 6;** Proponent Contact Directory;
 - 3.1.2.8. **Form 7;** Reference List;
 - 3.1.2.9. **Form 8;** Proposal Bond; N/A;
 - 3.1.2.10. Statement of Qualifications;
 - 3.1.2.11. Authority to Transact Business in the State of Georgia;
 - 3.1.1.12. Certification Regarding Lobbying;
 - 3.1.1.13. Disclosure of Lobbying Activities; and
 - 3.1.1.14. Appendix A; City's OCC Programs; Office of Contract Compliance Requirement forms and submittals.

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

- 3.2. **Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. **Executive Summary (Tab in Volume I)**

3.2.1.1. **Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the services solicited in this RFP.

3.2.1.2. **Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/ sub consultants the Proponent intends to use and should indicate the roles and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/sub consultant indicating that the firm concurs with the role and responsibility Proponent has described;

3.2.1.2.4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years; and

3.2.1.2.5 The Executive Summary. The Executive Summary will be evaluated based on completeness of the information requested in a concise, easily understood form.

3.2.2. Team Organization Structure (Tab in Volume I): The organization will be evaluated based on completeness of the information requested in a concise, easily understood form. The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent's team by:

3.2.2.1. Provide a description of the Proponent's Management Organizational Chart both graphically and in narrative format. The Organization Chart and narrative should provide a description of the Proponents' views on how it will provide the Services, as well as describe the relationship of its key personnel and other key members of the management team. Describe how this organization will facilitate managing the Services requested and how an efficient flow of information will be realized to ensure all services are fully coordinated within the organization;

3.2.2.2. Providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure; and

3.2.2.3. Providing the names of proposed candidates for each function on the chart.

3.2.3. Experience and Qualifications of Key Personnel (Tab in Volume I): Identify and provide resumes for ALL of the individuals that the Proponent will use as Key Personnel. At a minimum, Key Personnel should have at least five (5) years of experience in GDOT roadway improvements, and include:

- 3.2.3.1. Project Manager – Demonstrate a strong understanding of the GDOT Plan Development Process and detail experience in project coordination with GDOT & MARTA;
- 3.2.3.2. Traffic Lead – Georgia Professional Engineer, with proven efficiency in Traffic Engineering activities is required;
- 3.2.3.3. Urban Roadway Design Lead – Georgia Professional Engineer, with proven efficiency in Civil Engineering is required.
- 3.2.3.4. Utility Lead – Georgia Professional Engineer, with proven efficiency in Civil Engineering is required with emphasis on both transportation and utility design is required; and
- 3.2.3.5. National Environmental Policy Act (“NEPA”). GDOT Prequalification is required.
- 3.2.3.4 Resumes must be provided for ALL Key Personnel identified in Section 3.2.3. above. Resumes should be no more than three (3) pages and should be organized as follows:
 - 3.2.3.4.1. Name and Title;
 - 3.2.3.4.2. Professional Background;
 - 3.2.3.4.3. Current and Past Relevant Employment;
 - 3.2.3.4.4. Education;
 - 3.2.3.4.5. Certifications/Registrations; and
 - 3.2.3.4.6. GDOT Specific process, manual and guidance experience.
- 3.2.3.5. Submission of these names constitutes a requirement of the Proponent to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Personnel during the project, Proponent must describe its back-up personnel plan.

3.2.4. Overall Experience, Qualifications and Performance on Similar Projects (Tab in Volume I) Proponents should detail their relevant experience, qualifications, performance and capabilities for performing the services outlined in Exhibit A: Scope of Services, attached to the Services Agreement included in this RFP at Part 5. This narrative should:

- 3.2.4.1. Specifically identify the team’s relevant qualifications and experience on similar projects and the tasks for which they will be responsible;
- 3.2.4.2. Provide evidence that prior Statements of Projected Project Cost estimates were accurate;
- 3.2.4.3. Demonstrate the ability to perform the work outlined in the scope of services on schedule and within budget;
- 3.2.4.4. Include a minimum of three (3) examples of similar or related projects successfully completed within the last five (5) years; and

- 3.2.4.5. Include a preliminary work program and schedule. It is important that respondents confirm the availability of firm personnel and/or project team members for the duration of the project.
- 3.2.4.6. References of Past Performance: The proponent shall submit no less than five (5) project references and no more than ten (10) project references containing the information below:
 - 3.2.4.6.1. Client name, location, and dates during which services were performed.
 - 3.2.4.6.2. Clear description of overall project and services performed by your firm.
 - 3.2.4.6.3. Exact length of service performed by your firm, and overall project budget.
 - 3.2.4.6.4. Current contact information for Client(s)
 - 3.2.4.6.5. Project delivery statement concerning scope, budget and schedule (i.e. original scope/minor scope changes/major scope changes; completed on budget/completed over budget; completed on schedule/completed behind schedule)
 - 3.2.4.6.6. Letters of reference from at least two (2) of those clients should be for projects of similar sizes and scope.
 - 3.2.4.6.7. Contact names and telephone numbers must be included. (Letters of reference may be included in an Appendix and should describe the work completed, and contain some specific examples on how quality products were delivered on schedule and within budget.)

3.2.6 Management Plan (Tab in Volume I): Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

- 3.2.6.1. How the Proponent will:
 - 3.2.6.1.1. ensure proper communications among pertinent project team members;
 - 3.2.6.1.2. assure the City that the Scope of Services will be kept within any established time and budget constraints;
 - 3.2.6.1.3. establish and maintain the necessary cooperative relationships;
 - 3.2.6.1.4. coordinate all necessary project activities within that team relationship; and
 - 3.2.6.1.5. Ability to quickly react to increasing/decreasing needs and depth/strengths to meet Renew Atlanta's requirements.
- 3.2.6.2. Proponent's proposed method to:
 - 3.2.6.2.1. Identify and resolve issues during the project duration; and
 - 3.2.6.2.2. Make critical decisions.

- 3.2.6.3. Proponent's proposed method to manage Resources and Workload Capacity:
 - 3.2.6.3.1. Using form Project Manager and other Key Team Leaders Table; workload capacity.
- 3.2.6.4. Identify Resources dedicated to delivery of the project.
- 3.2.6.5. Identify ability (relevant experience) in meeting project schedules.
- 3.2.7. Technical Approach – (Tab on Volume 1):** Proponent should detail their technical approach to delivering the project (including design concepts and use of alternative methods).
 - 3.2.7.1. Statement of understanding of the project scope inclusive of elaboration of the following areas:
 - 3.2.7.1.1. Research of existing Projects & Proposed Project Coordination Approach with Agencies (MARTA, Georgia Department of Transportation, State Historic Preservation Officer, etc.);
 - 3.2.7.2.2. Utility coordination;
 - 3.2.7.1.2. NEPA Coordination;
 - 3.2.7.1.3. Construction Staging; and
 - 3.2.7.1.4. Three additional areas that the proponent identifies as high priority.
 - 3.2.7.2. Concept drawing
 - 3.2.7.3. Project Plan
 - 3.2.7.4. Project schedule- schedule must include critical milestones and meet a Fall 2018 construction start date. Milestones:
 - 3.2.7.4.1. Preliminary Engineering (PE) Notice to Proceed;
 - 3.2.7.4.2. Preliminary Field Plan review;
 - 3.2.7.4.3. NEPA Approval;
 - 3.2.7.4.4. Right of Way plan approval;
 - 3.2.7.4.5. Right of Way certification;
 - 3.2.7.4.6. Construction let date; and
 - 3.2.7.4.7. Additional milestones necessary to demonstrate understanding of project complexity;
 - 3.2.7.4.8. Alternative methods and/or innovative approaches.
 - 3.2.7.5. Provide any specific qualifications, skills, or knowledge which your firm has which could benefit the project, and of this your ability and willingness to meet time requirements.

3.2.8. Collaboration & Public Participation (Tab on Volume 1): Proponent should detail their ability to work collaboratively with and facilitate consensus among a variety of governments, neighborhood, non-profit and business interests).

3.2.8.1. Description of prior public outreach efforts on projects successfully completed within the last five years.

3.2.8.2. Proponent should note successes and how challenges were overcome throughout the public involvement process.

3.2.9. Sustainability (Tab on Volume 1): Proponent should detail how the reduction of environmental impacts will be achieved in accordance with the National Environmental Policy (NEPA) Act. The following criteria should be discussed in the Proponents proposal:

3.2.9.1. Proponent should discuss as required in the scope of services, how environmental impacts will be successfully minimized and successful NEPA approval will be attained:

3.2.9.1.1. Proponents shall discuss environmental documentation as required by the NEPA process to achieve an anticipated Categorical Exclusion (CE) document environmental approval

3.2.9.1.2. Proponent shall discuss Section 106 Requirements and applicability to the project

3.2.9.1.3 Proponent shall discuss any deliverables anticipated to support environmental approval as established in the Scope of Services.

3.2.9.2. Provide any specific qualifications, skills, or knowledge which your firm has which could benefit the project environmental review, and of this your ability and willingness to meet time requirements.

4. Cost Proposal Fee Schedule After a Qualified submittal has been chosen, A Fee Proposal and OCC submittals must be submitted by the successful Proponent within ten (10) calendar days of notification. Should the Proponent Fail to submit the Fee Proposal to the City within ten (10) calendar days after notification, the City can declare the negotiations failed and shall have the sole right without liability to notify the next qualified proponent. The Cost Proposal Fee Schedule Form is attached to the Services Agreement attached to this RFP at Part 5. **When requested this Form should be submitted in a separate sealed envelope and labeled “Cost Proposal Fee Schedule” (Submit one (1) original, marked “Original” and six (6) copies).**

4.1.1. Exhibit A.1- Cost Proposal Fee Schedule (**When requested this should be submitted in a separate sealed envelope and labeled “Cost Proposal Fee Schedule”**);

4.1.2. Appendix A; City’s OCC Programs; Office of Contract Compliance Submittals;

- 4.1.3. Respondents should include a total fee for each of the two phases (Construction Documents and Construction Administration) **if selected by the City** in accordance with the RFP in Section 23 – 23.1 to 23.2.4 Acceptance Process.

5. Submission of Proposals:

- 5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-10034, Memorial Drive Corridor Improvements**, and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. All Proposals must be submitted to:

Susan M. Garrett
Interim Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W. City Hall South, Suite 1900
Atlanta, Georgia 30303

- 5.2. A Proponent is required to submit one (1) original, marked “Original” and seven (7) copies of its Informational Proposal. Volume One and Volume Two must be provided in separate binders. Each Informational Proposal must be submitted on 8½” x 11” single- sided, double-spaced, typed pages (not required for resumes, tables and charts), using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Ten (10) point Times New Roman font will be allowed for graphics and charts. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

In addition to the hard copy submission, each Proponent must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

- 6. Responsiveness and responsibility for each Proponent can be observed as the following:**
A. The responsiveness of a Proponent is determined by, but not limited to, the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
2. The completeness of all material, documents and/or information required by the City; and
3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

B. The responsibility of a Proponent is determined by, but not limited to, the following:

1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
2. The capability of the Proponent to perform the Agreement or provide the Work promptly or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

7. Selection for Competitive Sealed Proposals:

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria may include but not be limited to, those factors contained in subsection 2-1193 of the City of Atlanta Code of Ordinances, and the factors in Part 3: Evaluation of Proposals.

PART3

EVALUATION OF PROPOSALS

Part 3: Evaluation of Proposals

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

All Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
10%	Financial Capacity	
20%	Team Organization and Qualifications of Key Personnel	
35%	Overall Experience, Qualifications and Past Performance on Similar Projects	
20%	Management Plan, Project Approach, and Technical Approach	
10%	Collaboration & Public Participation	
5%	Sustainability	
100%	TOTAL SCORE	

Part 4:

Required Submittals

PART 4: REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration. **This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.**
3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with proposal/bid package.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization though the contract period and the undersigned contractor for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (Also known as eVerify Company ID)
(Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Contractor (Legal name of Contractor, not an abbreviated version)

Name of Project

City of Atlanta
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.
Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

Rev. 07/19/17

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____) (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (Also known as eVerify Company ID)
(Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 201____

NOTARY PUBLIC

My Commission Expires: _____

Rev. 07/19/17

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

Name of individual, entity or
partnership completing this Form: _____

Relationship of individual, entity
or partnership completing this Form
to the Proponent: _____

Contact information of individual,
entity or partnership completing
this Form: _____

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
 - (iv) Two (2) banks or other institutional lenders’ references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	<u>Year: 2014</u> (Thousands)	<u>Year: 2015</u> (Thousands)	<u>Year: 2016</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity:

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20____.

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Proponents **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Proponent being deemed non-responsive.

I, _____ [insert an individual's _____ name], on behalf of [insert insurance company full name], a _____ [insert type of entity LLC, LLP, corporation, etc.](**"Insurer"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20 ____ [insert date]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number FC-____; _____ (**"Project"**) and its corresponding **Appendix B for Insurance and Bonding Requirements**;
- (c) Insurer certifies that if, as of the date written above, _____ (**"Proponent"**) was selected as the successful Proponent for the Project, Insurer would provide insurance to Proponent for this Project in accordance with the terms set forth in the corresponding **Appendix B for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Proponent is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Proponent's security submitted with its offer and/or disqualify Proponent from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [insert company name on line provided below]

Authorized Signatory

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Proponents **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form will result in the Proponent being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](**"Surety"**), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (**"City"**) on this _____ day of _____, 20____ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number FC-____; _____ (**"Project"**) and its corresponding **Appendix B for Insurance and Bonding Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ (**"Proponent"**) was selected as the successful Proponent for the Project, Surety would provide bonding to Proponent for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and
- (d) **Surety only:** The Surety states that Proponent's uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Proponent or that Proponent will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Proponent is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Proponent's security submitted with its offer and/or disqualify Proponent from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-___**;
_____:

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference provided for: _____

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"
(FORM 8)

Proposal Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia (**OBLIGEE**), in the penal sum of either: [i] _____ Dollars and Cents (\$ _____); or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-___**; _____, good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the OBLIGEE, for **PROJECT NUMBER FC-___**; _____, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Proponent's check otherwise required to accompany this Proposal;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the OBLIGEE, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including attorney's fees to be fixed by the Court.

PLEASE NOTE: If this Form 8 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 8.

Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"
(FORM 8)

Proposal Bond (Page 2 of 2)

This Proposal Bond is for the Penal Sum of:

[i] _____ Dollars and Cents
(\$ _____), being in the amount of 5% of the CONTRACT Sum; or
[ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-_____**;
_____. The money payable on this Bond shall be paid to the
OBLIGEE, for the failure of the Proponent to execute a CONTRACT within ten (10) days after
receipt of the Contract form and at the same time furnish a Payment Bond and Performance
Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be
duly signed and sealed this _____ day of _____ 20__.

Corporate Proponent:

[Insert Corporate Name]

Signature: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Proponent:

[Insert Proponent Name]

Signature: _____

Print Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

SURETY:

Signature: _____

Attorney-in-Fact: _____

Print Name: _____

Required Submittal

Statement of Qualifications

FC-10034, Memorial Drive Corridor
Improvement

STATEMENT OF PROPONENT'S QUALIFICATIONS

This Statement is to accompany proposals submitted for the following project: FC-10034, Design for Memorial Drive Corridor Improvement. All responses to the Request for Proposals (RFP) must be submitted no later than 2:00 pm EDT on Monday, November 6, 2017, to the Department of Procurement at 55 Trinity Avenue, S.W. City Hall South, Suite 1900, Atlanta, Georgia 30303. Submittals received after this date and time, will not be considered. Please address the submittal to the attention of Interim Chief of Procurement, Susan M. Garrett. The PROPONENT must submit one (1) master (hard copy), one (1) digital version in pdf format, and seven (7) duplicates (hardcopies) of their submittal for evaluation purposes.

Name of Proponent _____

Business Address _____

Telephone Number _____

Official Representative _____

Team Organization

Identify a project manager and describe the person's relevant qualifications and experience on similar projects. Provide an organizational chart of project team members, identifying their relevant qualifications and experience and the tasks for which they will be responsible. Provide evidence that prior Statements of Projected Project Costs were accurate.

Provide a description of the Organizational Chart both graphically and in narrative format. The Organization Chart and narrative should provide a description of the Proponents' views on how it will provide the Services, as well as describe the relationship of its key personnel and other key members of the management team. Describe how this organization will facilitate managing the Services requested and how an efficient flow of information will be realized to ensure all services are fully coordinated within the organization.

Overall Experience, Qualifications, and Past Experience on Similar Projects

Proponents should detail relevant experience, qualifications, performance and capabilities for performing the services outlined in the Exhibit A: Scope of Services. This narrative should also specifically identify the team's relevant qualifications and experience on similar projects and the tasks for which they will be responsible. Provide evidence that prior Statements of Projected Project Cost estimates were accurate.

Demonstrate the ability to perform the work outlined in the scope of services on schedule and within budget including a minimum of three (3) examples of similar or related projects successfully completed within the last five years. A preliminary work program and schedule should also be included. Due to the fact that the Memorial Drive

Corridor project will likely span several years, it is important that respondents confirm the availability of firm personnel and/or project team members for the duration of the project. A preliminary work program and schedule should also be included. It is important that respondents confirm the availability of firm personnel and/or project team members for the duration of the project.

The proponent shall submit no less the five (5) project references and no more than ten (10) project references containing the information below:

- (1) Client name, location, and dates during which services were performed.
- (2) Clear description of overall project and services performed by your firm.
- (3) Exact length of service performed by your firm, and overall project budget.
- (4) Current contact information for Client(s)
- (5) Project delivery statement concerning scope, budget and schedule (i.e. original scope/minor scope changes/major scope changes; completed on budget/completed over budget; completed on schedule/completed behind schedule)
- (6) Letters of reference from at least two (2) of those clients for projects of similar sizes and scope.
- (7) Contact names and telephone numbers must be included.
 - a. Letters of reference may be included in an Appendix and should describe the work completed, and contain some specific examples on how quality products were delivered on schedule and within budget.

Experience and Qualifications of Key Personnel

Identify and provide resumes for ALL of the individuals that the Team will use to for the design of the bridges. Key Team Leaders for the following project components.

- (1) Project Manager
- (2) Traffic Lead
- (3) Utility Lead
- (4) NEPA/National Environmental Policy Act (“NEPA”).

Resumes should be no more than three (3) pages and should be organized as follows:

- (5) Name and Title
- (6) Professional Background
- (7) Current and Past Relevant Employment:
- (8) Education
- (9) Certifications/Registration
- (10) GDOT Specific process, manual and guidance experience

(11) Experience with working with MARTA

Management Plan and Technical Approach

Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

- (1) ensure proper communications among pertinent project team members;
- (2) assure the City that the Scope of Services will be kept within any established time and budget constraints;
- (3) establish and maintain the necessary cooperative relationships;
- (4) coordinate all necessary project activities within that team relationship
- (5) develop a project plan for all phases
- (6) assign and supervise consultant staff
- (7) execute and coordinate subcontracts
- (8) Coordinate with effective agencies and programs (Regional Traffic Operations Program, City Departments etc.)

Minority Participation

The CITY encourages the participation of small and local businesses in local, state and federally procured projects. The CITY shall review the PROPONENT'S written documentation addressing the total contract award which will be performed by certified DBE companies. This written documentation shall be in the form as specified in Part 2 Contents of Proposals and Appendix A Office of Contract Compliance Requirements.

Statement of Project Understanding

Demonstrate a clear understanding of the project, including relationships of project elements to adjacent neighborhoods, concerns of adjacent retail and other economic development issues, knowledge and understanding of general traffic, transit, and pedestrian circulation issues in the area.

Statement of Understanding should cover the following areas:

- (1) Research of existing Projects
- (2) Proposed Project Coordination & Approach with Agencies (Georgia Department of Transportation, etc.,)
- (3) Utility coordination;
- (4) NEPA Coordination
- (5) Three additional areas that the proponent identifies as high priority.
- (6) Project Plan
- (7) Project Schedule
- (8) NEPA Approval
- (9) Construction let date
- (10) Additional milestone dates necessary to demonstrate understanding of project complexity
- (11) Alternative methods and or innovative approaches
- (12) Any specific skills or knowledge which your firm has which could benefit the project, and of this your ability and willingness to meet time requirements.

Project Approach

Provide a concise summary of the team's approach to the project. If your submittal is based upon any variation to the scope of work (reduced or additional services), please outline any clarifications or modifications.

Collaboration and Public Participation

Demonstrate an ability to work collaboratively with and facilitate consensus among a variety of government, neighborhood, non-profit and business interests.

Sustainability

The reduction of environmental impacts in accordance with the National Environmental Policy (NEPA) Act is a requirement of federal funding. To that end, the submittal should outline how you intend to maintain compliance with this requirement, as part of the project's implementation and design.

After a Qualified submittal has been chosen, A Fee Proposal must be submitted by the successful Proponent within **two weeks of notification**. Should the Proponent Fail to submit the Fee Proposal to the City within 10 calendar days after notification, the City can declare the negotiations failed and shall have the sole right without liability to notify the next qualified proponent

The previous statements and attachments are true, correct, and complete to the best of my knowledge.

Date: _____

Proponent's Firm Name: _____

By: _____

Title: _____

X

Sworn to and subscribed before me

This ____ day of _____, 2017

Notary Public

**Please notarize all sections where indicated.*

Project Manager and Key Team Leader Workload Table

Project Manager and Key Team Leader Workload Tables

Project Manager Workload Commitment Table - Provide a list of ALL projects (GDOT, other governments and private contracts - Information may be validated and any firm determined not to be listing all projects may be subject to disqualification) on which the proposed project manager is currently committed, to enable the City to ascertain the project manager's availability. Utilize a table similar to the following format with a minimum of all criteria indicated to provide the requested information:

[illegible]

Key Team Leader Workload Capacity Table - Provide a table similar to the below, with a minimum of all criteria indicated, which identifies ALL projects the Key Team Leaders are committed on to enable the City to ascertain the available capacity.

[illegible]

Required Submittal
Authority to Transact Business
in the state of Georgia

(Authorization must be provided)

Required Submittal

Certification Regarding Lobbying

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a member of the City Council, Board of Directors, officer, or any elected, appointed, or employed official or employee of the State of Georgia, member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, or the amendment or modification of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of the Board of Directors, officer, or a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of \$100,000 or more and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____ Date: _____

Title: _____ Telephone No.: _____

Firm or Corporate Name: _____

Address: _____

Required Submittal

Disclosure of Lobbying Activities

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1 of 4

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal Action, or a material change to a previous filing, pursuant to the fide 31 U. S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is an/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, suite and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation., United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loan, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulated amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es) that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services tendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying officer shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET**

Approved by OMB
0348-0046

Reporting

Entity: _____

Submittal (FORM 9)

Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below **“Proposal Submittal Check Sheet.”** Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and seven (7) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Number	Submittal Check List *	Check <input type="checkbox"/>
1	Volume I – Informational Proposal: <ul style="list-style-type: none"> <input type="checkbox"/> Executive Summary <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Overall Experience, Qualifications and Performance on Previous Similar Projects <input type="checkbox"/> Project Plan <input type="checkbox"/> Technical Approach <input type="checkbox"/> Management Plan 	
2	Volume II - Office of Contract Compliance (Appendix A Required Submittals Forms 1-5)	
3	Volume II – All Required Procurement Documents (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). <u>Required Submittals include but are not limited to:</u> <ul style="list-style-type: none"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability -N/A <input type="checkbox"/> Form 5; Acknowledgement of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Proposal Bond - N/A <input type="checkbox"/> Statement of Qualifications <input type="checkbox"/> Project Manager and Key Team Leader Workload Table <input type="checkbox"/> Authority to Transact Business in Georgia <input type="checkbox"/> Certification Regarding Lobbying Activities <input type="checkbox"/> Disclosure of Lobbying Activities 	
3A	Separate Sealed Envelope* <i>To be provided once requested by the City</i> <input type="checkbox"/> Cost Proposal	
4	Proponent's Official Company Name: Company Physical Address:	
5	President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: Email Address:	
6	Primary Point-of-Contact Concerning RFP: _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	

*The use and submission of this form is completely voluntary and provided for your convenience.

PART 5

DRAFT SERVICES AGREEMENT

PROFESSIONAL SERVICES AGREEMENT;

CONTRACT NO. FC-10034

This Professional Services Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Consultant") set forth below.

Contract Name: Memorial Drive Corridor Improvement Project	Contract No. FC-10034
Consultant	City of Atlanta
Name:	Using Agency: Department of Public Works
Address:	Address: City of Atlanta 55 Trinity Avenue, SW; Suite 4310 Atlanta GA 30303
Phone:	Phone: 404-330-6064
Fax:	
	Authorized Representative: Tamaya Huff

1. Background.

1.1 City desires to obtain from Consultant the services ("Services") described on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is to be determined ("TO BE DETERMINED") after a period of negotiation. More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. Term.

2.1 Initial Term. The initial term of this Agreement will be one (1) year. This Agreement shall commence on the Effective Date and end one year thereafter. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for two (2) additional years according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within fifteen (15) days of such enactment, City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. **Exhibit B - Definitions**
4. Exhibit D - City Security Policies (not applicable)
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements (not applicable)
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents²

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by the City which is attached as **Exhibit C**.

5. **Services.**

5.1 **Description of Services.** Consultant agrees to provide to City the Services per this Agreement. **Exhibit A** sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on **Exhibit A**, but are reasonably necessary to accomplish the purpose of this Agreement, then they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Consultant Personnel required for the proper performance of Services shall be furnished by and be under the control of Consultant: Consultant shall be

¹ For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

² For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high-quality working and performing order.

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").³ All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Consultant which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Consultant pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Consultant describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Consultant shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Consultant.

5.3.4 Consultant may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased

³ Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Consultant and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Consultant with comments regarding a Proposed Change Document, and Consultant shall respond to such comments, if any. A Proposed Change Document from Consultant will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, and Consultant shall, in good faith, evaluate such proposed Change Request. If City and Consultant are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Consultant concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Consultant, pursuant to Code Section 2-1292(d), and City and Consultant agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Consultant shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Consultant, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Consultant must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Consultant's Obligations.

6.1 Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Consultant Authorized Representative. Consultant designates the Consultant Authorized Representative named on page 1 of this Agreement ("Consultant Authorized Representative") and, such Person shall: (a) be a project executive and employee within Consultant's organization, with the information, authority and resources available to properly coordinate Consultant's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Consultant; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Consultant will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Consultant Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Consultant's receipt of notice from City that the continued assignment to the City Contract of any Consultant Personnel is not in the best interests of City, Consultant shall remove such Consultant Personnel from City's Contract. Consultant will not be required to terminate the employment of such individual. Consultant will assume all costs associated with the replacement of any Consultant Personnel. In addition, Consultant agrees to remove from City's Contract any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Consultant becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Consultant will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Consultant subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Consultant shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6 Key Consultant Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Consultant as Key Consultant Personnel under this Agreement:

6.6.2 The following Persons are identified by Consultant as Key Subcontractors under this Agreement:

6.6.3 Consultant shall not transfer, reassign or replace any Consultant Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Consultant's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Consultant shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent

provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Consultant hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion, the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Consultant shall revise the items until they meet the approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Consultant any amount in addition to the Charges for Consultant's provision of the Services. Consultant Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Consultant shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Consultant shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Consultant's performance of the Services. Consultant is responsible for payment of such Taxes to the appropriate governmental authority. If Consultant is refunded any Tax payments made relating to the Services, Consultant shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Consultant in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Consultant shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

9. Consultant Representations and Warranties. As of the Effective Date and continuing throughout the Term, Consultant warrants to City that:

9.1 Authority. Consultant is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of Services by Consultant is pending or threatened.

9.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

10. Compliance with Laws.

10.1 General. Consultant and its subcontractors will perform the Services in compliance with all Applicable Laws

10.2 City's Socio-Economic Programs. Consultant shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Consultant will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Consultant will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone

or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Consultant assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Consultant has any rights to the Work Product that cannot be assigned to City, Consultant unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Consultant Personnel may not originally vest in City by operation of Applicable Law, Consultant shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Consultant Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Consultant irrevocably designates City as Consultant’s agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Consultant’s name, with the same force and effect as if performed by Consultant.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Consultant will provide to City, and any Person designated by City, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Consultant’s performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Consultant shall provide full cooperation to the

City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours).

13.1.3 Consultant shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Consultant, Consultant shall promptly refund such overpayment and Consultant shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Consultant.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Consultant will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Consultant.

14.1 General Indemnity. Consultant shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Consultant's or Consultant Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Consultant Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant.

14.2 **Intellectual Property Indemnification by Consultant.** Consultant shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Consultant (or any Consultant agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Consultant hereunder is held to constitute, or in Consultant's reasonable judgment is likely to constitute, an infringement or misappropriation, Consultant will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

15. **Limitation of Liability.**

15.1 **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY CONSULTANT"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF

FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the **Section entitled “Confidential Information”**; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. **Insurance and Bonding Requirements.** Consultant shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. **Termination.**

18.1 Termination by City for Cause. City may at its option, by giving written notice to Consultant, terminate this Agreement:

(a) for a material breach of the Contract Documents by Consultant that is not cured by Consultant within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Consultant that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant’s performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant’s obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection entitled “Termination by City for Cause”**, Consultant will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to

other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Consultant if Consultant: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Consultant waives any claims for damages, including loss of anticipated profits. As Consultant's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Consultant in its business within the thirty (30) days following termination. If requested, Consultant shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Consultant shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Consultant.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "**Confidential Information**", which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

20. General.

20.1 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Consultant shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Consultant. Consultant is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Consultant and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the

City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

21. Ethics in Contract.

21.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

21.2 Fraud and Misrepresentations. Any written or oral information provided by Service Provider directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the COA relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Service Provider agrees to immediately notify the COA of any information provided to the COA that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the COA and take corrective action. Contactor further agrees to immediately notify the COA of any actions or information that it believes would constitute fraud or intentional misrepresentations to the COA in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the Integrity Line 1-800-884-0911. Service Provider agrees to place signage provided by the COA regarding the Integrity Line at the location to which Service Provider's employees report to perform the Work required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment; and the COA may pursue any other actions or remedies that the COA may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

[Signatures on the following page.]

DRAFT

The Parties, by authorized representatives, have executed this Agreement as of the Effective Date.

City of Atlanta

Mayor

Municipal Clerk (Seal)

Approved:

By:

Name:

Title:

Department of Public Works

**Corporate Secretary/Assistant Secretary
(Seal)**

Chief Procurement Officer

Approved as to form:

City Attorney

EXHIBIT A
SERVICES AND ADDITIONAL COMPENSATION
TERMS

MEMORIAL DRIVE CORRIDOR IMPROVEMENT SCOPE OF SERVICES

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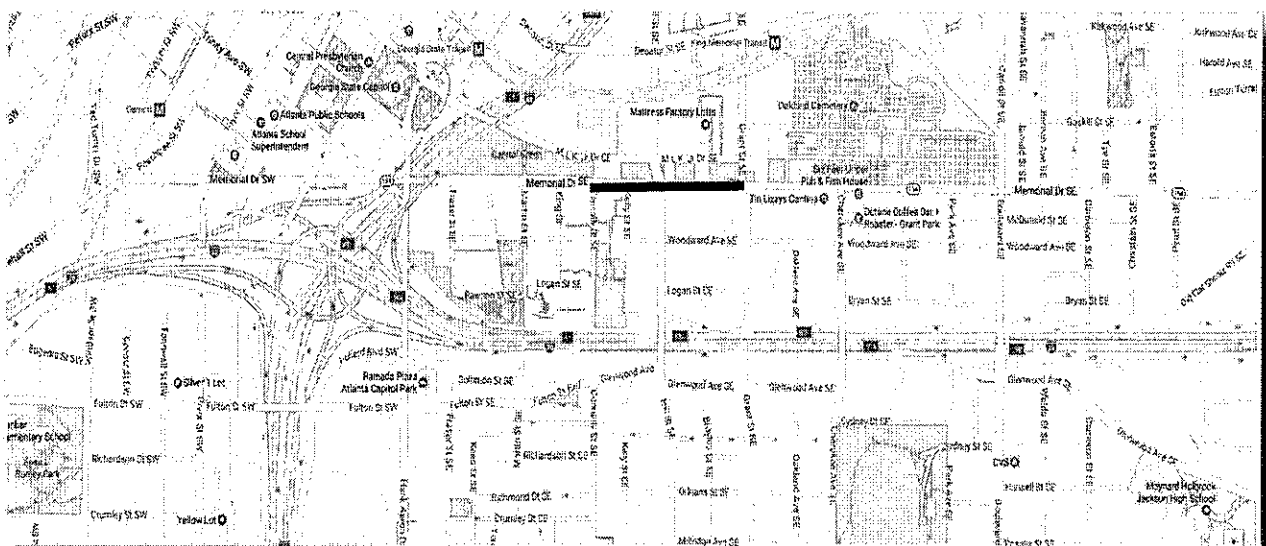
**CITY OF ATLANTA DEPARTMENT OF
PUBLIC WORKS OFFICE OF
TRANSPORTATION
ARCHITECTURAL ENGINEERING AND DESIGN SERVICES FOR
MEMORIAL DRIVE/S.R.154 PEDESTRIAN SAFETY IMPROVEMENTS**

1.0 PROJECT LOCATION AND OVERVIEW

The improvement will provide non-motorized vehicle transportation options for the western portion of Memorial Drive/S.R. 154 from Grant Street to Connolly Street (approximately .26 miles). The project goal is to facilitate safer travel conditions for automobiles, cyclists and pedestrians, while improving pedestrian/cyclist access to transit, restaurants, residential spaces and schools within the area.

Below is a map in which the above referenced scope will be considered.

Memorial Drive West



The interested architectural and design services firm ("CONSULTANT") must be Georgia Department of Transportation (GDOT) prequalified to perform work in the appropriate area classes and follow the GDOT Plan Development Process (PDP) at all phases of project development.

Coordination will be required with GDOT to obtain the appropriate document approvals, at concept and environmental phases, before advancing to right of way and construction phases. The City of Atlanta ("CITY") is currently in an agreement with GDOT to implement this project in accordance with PDP, and applicable guidelines of the American Association of State Highway and Transportation Officials (AASHTO) to produce a cost effective project. Failure to follow the GDOT PDP process could jeopardize the project's funding.

2.0 SCOPE OF SERVICES

- 2.1 The CITY is requesting services of Professional Engineering Firms to provide design and construction administration services. All design should be consistent with the American Association of State Highway and Transportation Officials (AASHTO), Manual on Uniform Traffic Control Devices (MUTCD), CITY Specifications and design standards, the GDOT Design Manual, and other relevant regulations, where applicable.
- 2.2 The project goal is to facilitate safer travel conditions for automobiles, cyclists and pedestrians, while improving pedestrian/cyclist access to transit, restaurants, residential spaces and schools within the area. The scope of work will consist of American Disability Act (ADA) improvements to ramps, the installation of sidewalks, medians/refuge islands, and other safety improvements where determined feasible. A feasibility study is also planned to determine the appropriate locations for cyclist/pedestrian friendly refuge islands/medians and other safety improvements to allow buses to safely load and unload passengers in the internal left lanes at existing transit stops.
- 2.3 The refuge island and median improvements, to be installed where appropriate, will be designed to accommodate future Bus Rapid Transit (BRT) infrastructure improvements.
- 2.4 The proposed improvement will traverse a highly developed urban community that is a mixture of commercial and residential developments.
- 2.5 The referenced locations and proposed scope, if determined infeasible during the project design process, may no longer be considered and alternative locations and design will need to be presented for consideration. Therefore, in addition to evaluating the feasibility of design for the above referenced sidewalk improvements, ADA Ramps and crossings, the successful CONSULTANT would evaluate other opportunities to improve pedestrian and cycle access within the corridor to promote pedestrian and cyclist mobility.
- 2.6 The CONSULTANT must demonstrate competence and experience in all areas of expertise outlined in the scope of services, including but not limited to civil/traffic engineering, bidding, and construction administration. All work is anticipated to occur within the existing right of way. The CONSULTANT also must demonstrate competence and experience in public speaking and graphic presentations for the purpose of conveying project information to large and diverse groups of community stakeholders. Similarly, CONSULTANTS should demonstrate the ability to build consensus among public and private interest groups related to the project.

3.0 PROJECT MANAGEMENT TASKS

- 3.1 The CONSULTANT will provide project management and coordination activities during design. The requirements are as follows:
 - 3.1.1 Establish the project work plan for all phases.
 - 3.1.2 Assign and supervise consultant project staff.

- 3.1.3 Ensure required aspects of the GDOT PDP, Local Administered Project (LAP), and other application requirements, procedures, regulations & manuals are followed and met.
- 3.1.4 Plan and monitor task budgets & schedules.
- 3.1.5 Execute and coordinate subcontracts
- 3.1.6 Prepare and submit the monthly invoice, status reports outlining the progress of the work, summarizing budget, schedule status, identifying major tasks, and posing questions requiring resolution.
- 3.1.7 Ensure all deliverables meet GDOT's Manual of Quality Standards for Consultant Services.

4.0 TRAFFIC ANALYSIS

- 4.1 The Consultant will be responsible for the completion of a traffic analysis.
 - 4.1.1 The analysis should include the following information:
 - 4.1.1.1 Existing Conditions & Data Collection. The CONSULTANT will provide an evaluation of the existing conditions. This includes types of facilities present, dimensions, annual average daily traffic, truck traffic, peak hour traffic (including pedestrians, bicycles and trucks), roadway capacity, transit service, and level of service).
 - 4.1.1.2 Site Access Points. The CONSULTANT should include site access points, such as key entrance roadways, and driveways, that serve development and their intersections, with the adjacent street and roadway network.
 - 4.1.1.3 Final Report. The processes and results for all study findings will be summarized in a final report that will present a suggested design based for CITY consideration and approval.
 - 4.1.1.4 SYNCHRO Software. The CONSULTANT shall use the most recent version of SYNCHRO or the industry equivalent to perform the Signalized Intersection Capacity Analysis for Peak Hour Signalized, and Highway Capacity Manual (HCM) Signalized Intersection Capacity Analysis.
 - 4.1.1.5 SIM Traffic Performance Report. The CONSULTANT shall use the most recent version of SIM Traffic or industry equivalent to determine the Design Year, Open Year, and 2040 A.M./P.M. Peak Hour Reports.
 - 4.1.1.6 A signal Warrant Analysis for the removal of lanes will also be required. The Warrant Analysis should be for an Urban Environment, and include:
 - 4.1.1.6.1 Minimum Vehicular Volumes.

- 4.1.1.6.2 Interruption of Continuous Traffic
- 4.1.1.6.3 Peak Hour Delay
- 4.1.1.6.4 Peak Hour Volumes
- 4.1.1.6.5 School Crossing
- 4.1.1.6.6 Coordinated Signal System
- 4.1.1.6.7 Crash Experience

5.0 CONCEPT & CONCEPTUAL LAYOUT

- 5.1 The CONSULTANT is responsible for an approved concept, conceptual layout, Location & Design report, and development of a design Data Book in accordance with the format used by GDOT. The CONSULTANT is also responsible for conducting meetings with CITY stakeholders, and GDOT stakeholders, conducting corridor assessments of existing sidewalk conditions, estimated construction & right-of-way costs.
- 5.2 The CONSULTANT shall select the concept document deemed appropriate by the GDOT Design Policy Office, GDOT Engineering Services and GDOT Project Manager, then prepare a draft submittal to the CITY for GDOT for review & approval. The concept document, which must be approved prior to plan development, must provide:
 - 5.2.1 Minimized adverse impacts to environmental resources
 - 5.2.2 Minimized costs for the project
 - 5.2.3 Minimized impacts to right of way and utilities
 - 5.2.4 Conceptual Cost estimates for design, construction costs & right of way
 - 5.2.5 A proposed project schedule for design, right of way & construction in accordance with CITY, GDOT, Federal Highway Administration (FHWA) and applicable federal requirements
 - 5.2.6 Identifies stakeholders and the scope of public involvement.
- 5.3 Revisions to concept reports as required by reviewing agencies will be requested as deemed necessary for concept approval.
- 5.4 A conceptual evaluation of existing and proposed utilities within the project corridor, should be prepared by the CONSULTANT where applicable during the project's design. The CONSULTANT maybe required to attend the following meetings as part of concept development, environmental document development & public involvement:
 - 5.4.1 Concept report review meetings with the CITY & GDOT
 - 5.4.2 Attend (1) two Public Information Open House (PIOH) public meeting
 - 5.4.3 Attend four (4) informal stakeholder meetings
- 5.5 The CONSULTANT will be responsible for Concept Validation. The purpose of Concept validation includes exploring alternatives to improve pedestrian movement within the project corridor and ensure context sensitive design treatments is obtained. Any

changes to the concept document must be approved by the CITY & GDOT prior to the implementation of any changes.

- 5.6 An Environmental Site Assessment is required within the proposed or existing right-of-way, or where construction activities are adjacent to suspect properties. Phase I assessments are performed in the Concept Phase of the Plan Development Process (PDP). Phase I assessments should also note the location of any monitoring wells and/or remediation systems within or adjacent to proposed or existing right-of-way. Unless otherwise approved by the Office of Materials and Testing, all Environmental Site Assessments: Phase I investigations shall follow the scope of ASTM Designation: E 1527-13 – Standard Practice for Environmental Site Assessments: Phase I.

6.0 SURVEY & DATABASE DEVELOPMENT

- 6.1 A topographic and boundary survey will be performed by the CONSULTANT that will involve locating field evident items, property deed research impacted parcels and mapping drawings.
- 6.2 The surveys will be limited from the centerline of Memorial Drive (from Grant Street to Connolly Street) to 15' beyond the right-of-way along Memorial Drive and 50' beyond the radius return of each side street intersection.
- 6.3 A Tree survey that includes any hardwoods that are 6" or greater in diameter, and pines that are 12" or greater on Memorial Drive/SR 154 shall begin slightly west of Fort Street on the Northside of Memorial Drive and terminating at the intersection of Grant Street and (Northside) Memorial Drive.
- 6.4 The CONSULTANT shall determine location, size, and material of all existing field evident features above and below grade utilities as evidenced by visual observation and utilities, including all lines, downspouts, manholes, inlets, catch basins, vaults and appurtenant structures. The CONSULTANT shall locate water, sewer, and gas boxes, water meters, valves, hydrants, post indicator valves, loop detectors and other miscellaneous infrastructure elements and incorporate such information on preliminary and final plans.
- 6.5 The site survey will include topographic and boundary information and location of surface features and structures. The survey task will include the location of any underground utilities and other structures as necessary to accomplish design that may affect construction only.
- 6.6 The CONSULTANT shall provide in the relevant plans document the survey property ownership boundaries on Memorial Drive/SR 154 that intersects public right-of-way and ownership information abutting parcels.
- 6.7 The CONSULTANT shall prepare property plats for each property in the project limits for potential easement acquisition, if required for easement of right-of-way acquisition.

- 6.8 The CONSULTANT shall prepare mapping drawings indicating field items, property lines, structures, easements, and existing right-of-way.
- 6.9 The CONSULTANT shall utilize the GDOT Survey Control Manual for survey and database development.

7.0 COST ESTIMATES

- 7.1 The CONSULTANT is responsible for following the GDOT Cost Estimating Process, where applicable.
- 7.2 The CONSULTANT is responsible for preparing a cost estimate at each PDP Milestone.
- 7.3 The CONSULTANT is responsible for updating the intermediate cost estimate for the CITY and GDOT approval no later than 30 days prior to the end of the State Fiscal Year (June 30).
- 7.4 The CONSULTANT is responsible to submit an updated intermediate cost estimate if there has been a 10% or more cost change or significant scope change since the last Programmed Cost letter.
- 7.5 The CONSULTANT shall submit all cost estimates on a Programmed Cost letter. A template can be found on the GDOT R.O.A.D.S (Repository for Online Access to Documentation & Standards) website: <http://www.dot.ga.gov/PS/DesignManuals>.

8.0 ENVIRONMENTAL

- 8.1 The CONSULTANT shall conduct background research, perform field surveys, and produce documentation communication required by the National Policy Act (NEPA) process to achieve an anticipated Categorical Exclusion (CE) environmental document approval.
- 8.2 The CONSULTANT shall prepare the required documentation for the Section 106 Coordination of the NEPA process in accordance with GDOT's Environmental Document procedures.
- 8.3 The CONSULTANT during the environmental phase shall perform, where deemed appropriate by GDOT and the CITY, preparation of Early Notification Letters to the State Historic Preservation Office (SHPO), background research for NEPA CE, conduct field surveys, prepare ecology report, Historic Resources Report and Assessment of Effects, prepare Phase I Archaeology Report and prepare Air Quality Assessment report (Type III), Noise Assessment Report (Type III) and possible meetings with CITY & GDOT Stakeholders. An environmental reevaluation will be required for any design changes as determined in Chapter 7 of the GDOT Environmental Procedures Manual.
- 8.4 The CONSULTANT shall prepare all environmental documents in accordance with the GDOT Environmental Procedure Manual, DOT Order 5610.1C, 44FR 56420, and CEQ Regulations 40 CFR Section 1500 -1508.

- 8.5 The CONSULTANT shall be GDOT Prequalified to perform work in the appropriate area classes for Environmental documentation.

9.0 PRELIMINARY PLANS

- 9.1 The preliminary plans phase shall require the CONSULTANT to develop construction plans from the conceptual layout for horizontal and vertical alignments, cross sections, drainage analysis profiles, preliminary cost estimates, typical sections, stage construction, erosion control plans, tree planting plans, meetings with CITY & GDOT stakeholders, existing sidewalk assessment, construction estimated cost and right-of-way estimate and incorporate all relevant deliverables as established in section 20.0 of this document.
- 9.2 The CONSULTANT shall also attend preliminary field plan review (PFPR) meetings with the CITY and GDOT and address PFPR comments as directed prior to Final Plans development.

10.0 PUBLIC INVOLVEMENT

- 10.1 Public Information meetings will be required for this project. The CONSULTANT will be required to prepare public information displays depicting the project area (maps), and FAQ sheets, to inform the public of project details. One public meeting should be held for this project.

11.0 RIGHT OF WAY PLANS

- 11.1 It is anticipated that all work will be completed within the proposed Right-of-Way. However, as design progresses, and Right-of-Way is determined to be required by GDOT to complete the project, the following requirements must be followed to obtain GDOT Right-of-Way Certification for Right-of-Way Plans.
- 11.2 This phase includes developing right-of-way plan sheets indicating property owners, legal descriptions, existing property lines, existing right-of-way lines, easements (permanent temporary utility) individual property plat(s) or easement and estimates for acquisitions.
- 11.3 Right-of-Way calculation sheets will be prepared by the CONSULTANT describing boundary information for property value assessment of potential right-of-way acquisitions.
- 11.4 The CONSULTANT shall provide Right-of-way plats that shall show each affected property with the owner's name, Parcel ID number, tax map identification number and require rights-of-way area with legal description. All required easements (construction, driveway, permanent drainage and temporary) shall be shown. Plats shall be prepared for each individual parcel involving required right-of-way and/or required easements to construct the project as described in the GDOT Plan Presentation Guide.

- 11.5 The CONSULTANT shall prepare plans in accordance with the GDOT Right-of-Way Manual, PDP, and LAP Manual requirements and procedures. The CONSULTANT shall respond to comments by the CITY & GDOT for revisions to right-of-way plans in design.
- 11.6 The CONSULTANT will provide land acquisition services, title research, condemnation, cost estimates, negotiations, for parcel fee easement or fee acquisition and file revisions.
- 11.7 The CONSULTANT will prepare individual property plats and legal descriptions for right-of-way appraisals, title searches and filing revisions that will be submitted to the CITY for review.
- 11.8 The CONSULTANT will also conduct title searches, landscape appraisals, determine relocation costs, right of way staking, negotiations for drive entrance and other interest of right of entry, and filing revisions that will be submitted to the CITY for review. The plats will entail easements for both construction and driveways and legal descriptions.
- 11.9 This phase includes addressing and incorporating comments from CITY & GDOT into plans. Update individual right-of-way plats based on, project plan revisions, property and deed research.

12.0 PROPERTY ACQUISITION AND APPRAISALS

- 12.1 This phase includes the CONSULTANT providing right-of-way acquisition services and preparation property appraisals for acquisition based on current market trends. Title research, condemnations, costs estimates, negotiations, for parcel fee for easement or fee acquisition and file revisions will be performed project wide.

13.0 UTILITY COORDINATION

- 13.1 The CONSULTANT shall provide utility coordination with the CITY Department of Watershed, CITY Public Works Department, and local utility providers to identify potential conflicts to be resolved prior to construction. Early notification letters, two (2) each, will be sent to respective utility companies to identify possible conflicts for project implementation. Coordination will also be required with GDOT Utilities, to obtain the appropriate permits where required and submit First and Second Submittals for approval, where deemed necessary for project delivery.

14.0 TREE SITE PLAN

- 14.1 The CONSULTANT will provide a tree site plan that will be submitted to the CITY Bureau of Building's Arborist Division and to Parks and Recreation of Department's Arborist for review. Plans will be prepared, incorporated in the plan set of drawings and completed by a certified Landscape Architect.

15.0 FINAL PLANS

- 15.1 Final Plans will include finalizing typical sections, construction plan documents, final cost estimates, drainage plans, horizontal & vertical alignments, erosion control plans,

and associated plan sheets for final drawings. The CONSULTANT will be responsible for the following tasks:

15.1.1 Attending the Final Field Plan Review (FFPR) and addressing comments provided by the CITY Office of Transportation and GDOT to prepare final bid documents.

15.1.2 Update final plans to address outstanding PFPR comments & FFPR comments.

15.2 The CONSULTANT will be responsible for incorporating all relevant deliverables as established in section 20.0 of this document for Final plans and corrected Final Plans.

16.0 BID SERVICES

16.1 Bid Services includes assistance in preparation of addenda, addressing questions, and requests for information (RFIs) and preparation of conformed documents.

17.0 LETTING AND PRECONSTRUCTION

17.1 The CONSULTANT will be responsible for the following tasks during the Letting and Preconstruction phase:

17.1.1 Meeting assistance in preparation of addenda

17.1.2 Preparation of conformed documents.

17.1.3 Assisting the CITY in preparation of the preconstruction agenda and address questions and comments.

18.0 CONSTRUCTION ADMINISTRATION

18.1 The CONSULTANT will provide responses to Request for Information (RFI) relating to construction plans and use on construction revisions during construction.

19.0 ENGINEERING TASKS

19.1 The CONSULTANT shall provide design services and develop engineering plans as requested by the CITY. Plans shall be prepared following GDOT's plan presentation guide for the applicable project type and magnitude.

19.2 The CONSULTANT shall verify that plans meet current ADA design requirements and standards. Submission of preliminary & final plans to CITY and GDOT for review and scheduling of PFFR & FFPR in accordance with GDOT field review procedures. The CONSULTANT shall attend FFPR.

19.3 All plans shall be prepared meeting appropriate Federal, State and CITY specifications. The plans shall be completed at a scale of 1"=20'. These services will include concept development/approval, environmental document development/approval, and right-of-way records research, survey services, drainage, cost and quantity estimates, construction & right-of-way plans.

- 19.4 All drafting and design work performed on the project shall be done utilizing Micro station and Calce/In Roads software respectively, and shall be organized as per the GDOT's Guidelines on Electronic File Management.
- 19.5 All plans should be prepared in accordance with GDOT PDP, LAP, and Plan presentation guidance to support a success letting.
- 19.6 The Design Approvals shall include the following:
 - 19.6.1 Approved Concept Report
 - 19.6.2 Approved Traffic Analysis
 - 19.6.3 GDOT Environmental Certification
 - 19.6.4 GDOT Right of Way Certification
 - 19.6.5 GDOT Utility Certification
 - 19.6.6 Approved Construction Documents
 - 19.6.7 Approved Design Variance and Acceptance
- 19.7 The Design Tasks shall include the following but not limited to:
 - 19.7.1 Preparation of the final design packages and include technical plans and specifications.
 - 19.7.2 Review and critique of the CITY existing conceptual designs and project plans for the purpose of developing final contract documents.
 - 19.7.3 Development of contractor's minimum qualifications for the CITY use in prequalification.
 - 19.7.4 Identification of the required technical specification sections for the project.
 - 19.7.5 Review of the CITY & GDOT specs and revisions as required for the specific scope of work.
 - 19.7.6 Print Plan documents for submittal to CITY & GDOT for review
 - 19.7.7 Provide digital electronic files in accordance with GDOT electronic file procedures for project on compact disk (CD) to be submitted to CITY & GDOT. This will include project plan documentation in PDF format for submittal.
 - 19.7.8 The CONSULTANT shall submit all cost estimates on a Programmed Cost letter. A template can be found on the GDOT R.O.A.D.S (Repository for Online Access to Documentation & Standards) website: <http://www.dot.ga.gov/PS/DesignManuals>.
- 19.8 The Bidding and Award Support task shall include the following:
 - 19.8.1 Attend Pre-Bid Conference(s);
 - 19.8.2 Respond to questions submitted by potential bidders;
 - 19.8.3 Develop amendments and addendum as needed for submission to Department of Procurement (DOP);
 - 19.8.4 Review of contractor qualifications and recommendations; and
 - 19.8.5 The Reproduction of Contract Documents.
 - 19.8.6 Pre-Construction conference coordination and scheduling
- 19.9 The Construction Phase Support task may include the following, as requested by CITY:
 - 19.9.1 Attend Construction Kickoff Meeting and Progress Meeting(s);

- 19.9.2 Review of and response to contractor requests for information (RFI), substitutions, etc;
- 19.9.3 Review of and recommendation for approval of contractor payment applications;
- 19.9.4 Bidding and Award Support
- 19.9.5 Construction Administration Services including RFI Support
- 19.9.6 Construction progress inspections to ensure construction is completed per the approved plans and specifications;
- 19.9.7 Change Order support;
- 19.9.8 Review of record drawings; and
- 19.9.9 Other construction phase support activities as requested by CITY

20.0 FINAL DELIVERABLES

- 20.1 The CONSULTANT shall prepare preliminary & final construction plan documents that will include the following:
 - 20.1.1 Coversheet, index, legend, and required notes
 - 20.1.2 Detailed quantity estimates
 - 20.1.3 Demolition Plan
 - 20.1.4 Site Plan
 - 20.1.5 Typical sections
 - 20.1.6 Horizontal and Vertical alignments
 - 20.1.7 Earthwork cross-sections
 - 20.1.8 Drainage
 - 20.1.9 Roadway drainage plan and profile sheets
 - 20.1.10 Design and treatment of storm water runoff
 - 20.1.11 Driveways and access control
 - 20.1.12 Signing and Marking Plans
 - 20.1.13 Crosswalk locations and details
 - 20.1.14 Erosion control plans
 - 20.1.15 Traffic Analysis & Signal Design
 - 20.1.16 Staging and Maintenance of Traffic Plans
 - 20.1.17 Utilities Plan
 - 20.1.18 Landscape Plans and details
 - 20.1.19 NPDES Permit
 - 20.1.20 Tree Site Plan
 - 20.1.21 Right-of Way Plans
 - 20.1.22 Construction Specifications & Standards per GDOT
 - 20.1.23 Environmental Conditions (Green Sheet)
 - 20.1.24 Special Provision (if required)
 - 20.1.25 Design Variance and Exception
 - 20.1.26 Applicable Permits

20.2 Submittal Requirements

- 20.2.1 **Draft Traffic Study.** Two Hard Copies and 1 CD or electronic submittal.
- 20.2.2 **Final Draft Environmental Document.** (2) Hard Copies/ 1 CD or electronic submittal.
- 20.2.3 **Final Draft Concept.** (2) Hard Copies and 1 CD or electronic submittal.
- 20.2.4 **Preliminary Plans.** (13) Half Size Plan Sets/ (4) Full Size Plan Sets

- 20.2.5 **Final Plans.** (13) Half Size Plan Sets/4 Full Size /1 CD or electronic submittal.
- 20.2.6 **Utility Plans.** First and Second Submittal.
- 20.2.7 **Use on Construction (UOC) Plans.** 6) Half Size Plans Sets & (5) Full Size Plan Sets
- 20.2.8 **Displays.** Two 36 x 48 Mounted Map for Public Meetings of Project Area
- 20.2.9 **Project FAQ Sheet.** Prepare a project summary to be shared at public meetings in accordance with GDOT Public Involvement requirements.

21.0 PROJECT CLOSE OUT

- 21.1 Out phase is initiated upon notice from the contractor that the Work, or a designated portion which is acceptable to the CITY, is sufficiently complete, in accordance with the Contract Documents, to permit occupancy or utilization for the use for which it is intended.
- 21.2 The Consultant's basic services shall consist of delivering with latest GDOT standards:
 - 21.2.1 Review of general accuracy of information submitted and certified by the Contractor for the preparation of Record drawings.
 - 21.2.2 Preparation of electronic Microstation/Caice drawings, based on information furnished by CITY Construction Manager including changes in the work made during construction.
 - 21.2.3 Transmittal of final as built record drawings and general data, appropriately identified, to CITY's Construction Manager.
 - 21.2.4 During final inspection, assisting the Construction Manager and CITY or its Designated Representative in the development of the punch list items to be completed by the Contractor.
 - 21.2.5 Assist CITY Construction Manager with the Provisional Acceptance Inspection to verify final completion of the punch list items submitted to the contractor of items to be completed or corrected.
 - 21.2.6 Provide recommendations to CITY during the duration of warranties in connection with inadequate performance of materials, systems and equipment under warranty.
 - 21.2.7 Provide inspection(s) prior to expiration of the warranty period(s) to ascertain adequacy of performance of materials, systems, and equipment.

22.0 EVALUATION PROCESS

- 22.1 The selection process is based on the qualifications review of the submittals. The scope of services are to be completed on time, within the project construction budget, and meeting all project goals. It is the CITY's intent to select directly from information gained from the submittal review.

- 22.2 Attached as Exhibit X is the Evaluation Criteria to determine the successful CONSULTANT (if any). However, the CITY reserves the right to call references provided in the submittals and to require phone or personal interviews with CONSULTANTS.

23.0 ACCEPTANCE

- 23.1 The City of Atlanta's Department of Procurement (DOP) will negotiate the terms of the contract (provided by the CONSULTANT) and contract fees with the CONSULTANT submitting the top-ranked response(s) or the next ranked CONSULTANT should negotiations and events outlined in (xxx) below with the top-ranked firm fail. Should negotiations with the top ranked firm fail, DOP shall have the sole right without liability to notify the next qualified Proposer and begin the events outlined above.
- 23.2 The successful CONSULTANT will be notified by the DOP. After which the DOP and the CONSULTANT will proceed with the following:
- 23.2.1 DOP will schedule a meeting with the CONSULTANT after DOP has the opportunity to review the Fee Proposal. The DOP may enter into Negotiations with the CONSULTANT regarding the proposed service and the compensation that will be paid for the Services.
 - 23.2.2 The Fee Negotiations will be based upon the data submitted by CONSULTANT and an evaluation of the specific work hours required for each Service if such information is requested by DOP. Based upon its own independent cost analysis, DOP may identify differences in the work hour estimates and reject any fee proposals submitted by CONSULTANT, or request modifications to those cost estimates. Before the proposal is accepted by DOP, if at all, DOP and the CONSULTANT must reach a mutual agreement concerning the scope and fee for the Services.
 - 23.2.3 If DOP and the CONSULTANT reach an agreement concerning the Scope of Services and Fee, a draft contract will be submitted by the CONSULTANT. Negotiations will proceed concerning the draft contract language. If, at all, DOP and CONSULTANT reach a mutual agreement concerning the contract language, execution of the contract shall proceed.
 - 23.2.4 The CITY will not reimburse any costs incurred prior to a formal notice to proceed should a contract award result from this solicitation. Costs in conjunction with this RFQ shall be borne by the CONSULTANT. Additionally, the CITY reserves and holds without any liability on the part of CITY the following rights and options:
 - 23.2.4.1 To select a consultant to perform the scope of work described in this request
 - 23.2.4.2 To reject any and/or all submittals or portions of submittals
 - 23.2.4.3 To reject a sub-consultant
 - 23.2.4.4 To re-advertise if deemed necessary
 - 23.2.4.5 To interview candidates prior to making a selection
 - 23.2.4.6 To issue subsequent RFQ

23.0 PROJECT SCHEDULE

Exhibit, A.1 Cost Proposal

To be provided only if requested by the City

Proponent Name:-----

FC-10034 Memorial Drive Corridor Project

Total\$-----

Total(in words):-----

Exhibit A.2
MINIMUM
QUALIFICATIONS

Minimum Qualifications:

Area Class Requirements and Certification

Presented teams must be prequalified in the indicated Area Class(es) in order to be evaluated. Teams shall submit proof of prequalification shall be submitted. All Submittals will be pre- screened to verify that the Prime consultant has the required Area Class(es) and that the overall team has all of the required Area Class(es). Any submittal in which the Prime consultant or the overall team area class requirements are not met will be disqualified from further consideration. All phases of this project should proceed using the guidance established in the GDOT Plan Development Process (PDP). All required engineering studies are considered part of the scope of services.

The Prime proponent **MUST** be prequalified by the Georgia Department of Transportation ("**GDOT**") in the following classes 3.02 Urban Roadway Design. The Prime Proponent **OR** one of their sub consultant team members **MUST** be prequalified by GDOT in all of the area classes listed below:

<u>Number</u>	<u>Area Class</u>
1.06(a)	NEPA
1.06(b)	History
1.06(c)	Air Quality
1.06(d)	Noise
1.06(e)	Ecology
1.06(f)	Archaeology
3.13	Bicycle and Pedestrian Facility Design
3.02	Urban Roadway Design
3.08	Landscape Architecture
3.10	Utility Coordination
5.02	Engineering Surveying

The Prime Proponent or one of the sub proponents team members are preferred to be prequalified by GDOT in the following area classes:

2.05	Mass Transit Architectural Engineering
3.07	Traffic Operations Design

EXHIBIT B

DEFINITIONS

EXHIBIT B

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Consultant or Consultant’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Consultant under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Consultant Personnel” means and refers to Consultant employees or subcontractors hired and maintained to perform Services hereunder.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Consultant will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Consultant.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

“Third Party” means a Person other than the Parties.

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Consultant or Consultant Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

EXHIBIT C
AUTHORIZING LEGISLATION

EXHIBIT D
CITY SECURITY POLICIES

NOT APPLICABLE

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes, or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A;
OFFICE OF CONTRACT COMPLIANCE
REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

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OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

October 6, 2017

RE: Project No.: FC-10034 – Memorial Drive Corridor Improvements (RFP)

Dear Prospective City of Atlanta Bidder:

This packet is substantially different from all previous packets. The Office of Contract Compliance's **Disadvantaged Business Enterprises (DBE)** information is an integral part of every Federally Funded City of Atlanta bid or proposal. Your efforts to assist the City of Atlanta in mitigating the present effects of past discrimination against disadvantaged business enterprises are essential. Please read all of the information very carefully. Pay close attention to the contract goals for this project and the DBE program reminders listed on page DBE 5.

Many businesses that appear in our register as certified M/FBEs or SBEs are not currently certified as **Disadvantaged Business Enterprises**. Certification of DBE firms is being handled by a different agency. Please see page DBE 2 for details of certification of DBEs. Thank you for your extra attention to the DBE program.

If you have any questions about the information included in this section of the solicitation please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA
DISADVANTAGED BUSINESS ENTERPRISE
POLICY STATEMENT

It is the policy of the City of Atlanta to ensure that DBEs, as defined in 49 CFR Parts 23 and 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Atlanta's policy:

1. To ensure non-discrimination in the award and administration of DOT assisted Opportunities;
2. To create a level playing field on which DBEs can compete fairly for DOT Assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Parts 23 and 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

IMPLEMENTATION OF DBE POLICY CONTRACT GOALS

The City of Atlanta establishes contract goals only on those contracts that have subcontracting and/or joint venture possibilities. The size of the contract goal is adopted on a project by project basis, impacted by the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work), in relation to the City's annual DBE goal.

The City of Atlanta expresses its contract goals as a percentage of the total amount of each particular DOT-assisted contract.

Each solicitation for which a contract goal has been established requires the bidders/offerors to submit the following information as part of their bid or offer:

1. The names, addresses and phone numbers of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm's participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation is submitted to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and,
6. If the contract goal is not met, evidence of good faith efforts to meet the goal.

The City of Atlanta has designated the Office of Contract Compliance as its DBE Liaison Office. The address of OCC is 55 Trinity Avenue, Ste. 1700, Atlanta, Georgia 30303. The phone number is (404) 330-6010.

Each contracting opportunity at the airport is individually evaluated and the individual contract goal is adjusted as appropriate in relation to the City's Annual DBE goal. The City of Atlanta will express its contract goal as a percentage of the total amount of each individual DOT-assisted contract.

GOOD FAITH EFFORTS

The City of Atlanta treats bidder/offerors' compliance with good faith effort requirements as a matter of responsiveness. Compliance of bidders with the DBE requirements, including good faith efforts, will be evaluated according to the standards of 49 CFR Parts 23 and 26.

DEMONSTRATION OF GOOD FAITH EFFORTS

The obligation of the bidder/offeror is to make good faith efforts to meet the goal. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting its good faith efforts. Examples of good faith efforts are found at 49 CFR Parts 23 and 26 Appendix A and are attached to this document.

OCC is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. In determining whether a bidder/offeror is responsive to the DBE goals, OCC will consider whether the information submitted by that bidder/offeror is complete, accurate and adequately documents the bidder's/offeror's good faith efforts. Bidders who are informed that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

DISADVANTAGED BUSINESS ENTERPRISE CONTRACT GOALS

PROJECT # FC-10034 – Memorial Drive Corridor Improvements (RFP)

All proponents must ensure that non-discriminatory practices are utilized to enter into subcontract agreement(s) with Georgia Department of Transportation (G-DOT) certified Disadvantage Business Enterprise (DBE) firms in accordance with federal regulations. The subcontract agreements, at the very least, should reflect details of the subcontractor company's/companies involvement in the **FC-10034 – Memorial Drive Corridor Improvements (RFP)** project throughout the life of the contract.

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

541330 Engineering

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any GA-DOT/MARTA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible to be counted for participation credit. The availability of certified DBE firms for the procurement categories in the various scopes associated with this project is:

15% DBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

Note: DBE participation is expected for the life of contract. City of Atlanta M/FBE or SBE certifications will not be able to be counted toward the participation goal.

OCC will count DBE participation in the form of a certified DBE a prime contractor, DBE certified joint venture partner (Joint ventures are not mandated on this contracting opportunity), or certified DBE sub-contractor arrangement. The above referenced goal will be measured against **total contract value inclusive of any change orders and/or miscellaneous modifications** that may occur throughout the life of the project.

MONITORING OF DBE POLICY

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific DBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific DBE information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

The City of Atlanta will require prime contractors to maintain records, documents, and receipts of gross revenue attributed to DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of the City of Atlanta or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

DBE PROGRAM REMINDERS

1. DBE Plan. All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name, address, and contact name, work description, and contract amount.
2. Subcontractor and Supplier Participation. On projects with subcontractor and supplier opportunities, disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR Parts 23 and 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. Failure to Meet DBE Goals. Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the DBE plan pursuant to 49 CFR Parts 23 and 26 etc. If the City determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.
5. Certification. As of March 1, 2004, the City no longer does DBE Certification. DBE Certifications are now handled by the GA Department of Transportation (G-DOT) and MARTA. The contact number for G-DOT is (404) 656-5267. The contact number for MARTA (404) 845-5000.
6. Reporting. The successful bidder must submit monthly DBE participation reports to OCC in a form as prescribed by the Office of Contract Compliance monitor of record.
7. DBE Concession Program. The DBE Concession Program is governed by the provisions of "49 CFR Parts 23 and 26".
8. Contract Assurance. The Concessionaire shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are not included by or enforceable through 49 CFR Parts 23 and 26 but are enforceable through the City of Atlanta regulations.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

PROJECT FC#-10034 -- Memorial Drive Corridor Improvements (RFP)

IMPLEMENTATION OF EEO POLICY

The City effectuates its EEO policy by adopting racial and gender workforce goals for every contractor performing work for the City of Atlanta on federally funded projects. These goals are derived from the work force demographics set forth by the United States Department of Labor Federal Office of Contract Compliance. These goals are not included in or enforceable through 49 CFR Part 26.

**A FIRM'S WORK FORCE CONSISTING OF LESS THAN TWENTY-FIVE (25)
EMPLOYEES IS EXEMPT FROM THE FOLLOWING EEO REQUIREMENTS**

The Office of Federal Contract Compliance Programs (OFCCP) is the office of the United States Department of Labor that has responsibility for administration and enforcement of the Equal Employment Opportunity requirements under the contract compliance program which is authorized by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. The programs mentioned above prohibit Federal contractors and sub-contractors from employment discrimination based on Race, Sex, National Origin, Religion, Sexual Orientation, and against persons with Disabilities or Vietnam Era Veterans, and requires such contractors to take affirmative action to ensure equal employment opportunity.

BUSINESS DEVELOPMENT PROGRAMS

Though the DBE program primarily focuses on DBE participation at the subcontractor level, it is also important to provide DBEs with experience, training and skill development at the prime contractor level. The City of Atlanta encourages joint ventures between a prime contractor and an DBE, or a mentor protégé agreement between a prime contractor and a DBE whenever feasible on applicable contracts. The general description of the joint venture and mentor-protégé agreements is found on **Attachment 1 and Attachment 2** hereto and in the Atlanta Code of Ordinances.

CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the company's intent to achieve the airport Concessions Disadvantaged Business Enterprise goals, the Equal Employment Opportunity goals, and the First Source Jobs Employment goals.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

Witness

Signature
Company Authorized Representative

Date: _____

Company Name: _____

FC Number: _____

Project Name: _____

DBE -1

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (both DBE and Non-DBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Ethnicity of DBE Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE -- Hispanic Business Enterprise, FBE -- Female Business Enterprise, APABE -- Asian (Pacific Islander) American Business Enterprise ***Note: COA M/FBE or SBE certification does not count for DBE program goals. Firms must be certified by the GA DOT/MARTA.

Company Name: _____ Project Name: _____ FC#: _____

Signature: _____ Date: _____

SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority and Disadvantaged Business Enterprises (DBE) subcontractors/suppliers, including lower tiers, to be used on phase two of this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NAIC Code	Type of Work to be Performed	Ethnicity of DBE Ownership (see code below)	DBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise,
APABE - Asian (Pacific Islander) American Business Enterprise (**Note... COA EBO/SBO certification does not qualify for DBE projects)

Proponent's Co. Name: _____ Total DBE% _____

FC#: _____ Project Name: _____ Date: _____

Signature: _____

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# _____

Proponent

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Subcontracting Firm:

Firm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Sub firm Contact Person: Name: _____ Phone: (____) _____

Firm is performing as: ☐ Non-certified Sub ☐ Certified Sub ☐ Joint Venture Team Member

If Certified, Certification # and Expiration Date: _____

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ _____ Percent of total contract: _____ %

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) (Title)

(Signature) (Date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

ATTACHMENT 1

Joint Venture Participation on City of Atlanta DBE Projects

Although Joint Ventures are **not** mandated on federally funded City of Atlanta projects, The City of Atlanta encourages (where feasible) the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises at the prime level. Should firms choose to voluntarily form a joint venture in pursuit of a DBE contracting opportunity, joint venture member businesses must have different race ownership, different gender ownership, or both. The certified DBE member(s) of the joint venture must be certified as such by the GA. Dept. of Transportation (G-DOT), and the joint venture team shall include in its bid submittal the DBE certification number of each DBE joint venture member.

A joint venture, at its' option, may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids. Otherwise, agreements must be submitted on or before the date set for receipt of bids on a project.

“Components of a Joint Venture Agreement with DBE Participation as Counted under 49 CFR 26.55 (b)”

For credit forward toward the contract goal under Part 26, a joint venture agreement with a certified disadvantaged business enterprise should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.

ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

The mentor-protégé program is an initiative, in accordance with Appendix D to 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with city government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of 5 million dollars or more, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

Examples of good faith efforts are found in 49 CFR Parts 23 and 26, Appendix A that is attached to this package.

“Components of a Mentor-Protégé Agreement with DBE Participation as Counted under 49 CFR 26.55”

The Mentor-Protégé agreement between a prime contractor and the DBE protégé will provide an excellent development opportunity for the disadvantaged business enterprise protégé. Under the guidance of the mentor, the protégé will gain valuable knowledge and experience that will ultimately enhance the capabilities of the protégé. Additionally, the protégé has the opportunity to gain this knowledge and experience without exposing itself to the normal business risks that are associated with projects of this size.

As part of the City’s Part 26 DBE program and subject to 49 CFR 26.35 and Appendix D, a mentor may meet up to half of the contract goal for this contract by using a DBE protégé as a self-performing subcontractor through a formal mentor-protégé program. The successful prime for this project remains obligated to meet the entire contract goal for this project, including whatever portion of the goal that cannot be met by the protégé. Only independent DBE forms already certified by the City at this time (see “Certification”, page DBE 2) may participate as protégés.

The mentor may not (1) enter into a mentor-protégé agreement as a substitute for compliance with the DBE program, (2) use such an agreement to circumvent the obligations of the DBE program, (3) create a new firm to serve as a protégé (4) require a potential protégé to pay the mentor for the privilege of participating in the agreement, or (5) bar the protégé from performing work on this contract.

To meet the requirements of Part 26, the mentor-protégé team must present a written development plan and formal agreement between the parties to the City of Atlanta prior to executing the final contract.

The agreement should include, but is not limited to the following information:

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.

- The specific rights and responsibilities of the Mentor and the Protégé.
- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas listed above.
- The term of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects, governmental projects, and DOT-assisted projects during the term of the agreement.
- Protégé shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the OCC. Subcontracted work will not be counted toward DBE goals except as specified by Part 26.
- Mentor and Protégé representatives may not bid or otherwise participate independently on a contract in which the Mentor Protégé team is bidding or participating as a team.
- Work self-performed by the protégé may be used to fulfill up to one half of the DBE contract goal on this project.
- DBE credit will not be awarded to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé.
- Staff members from the Office of Contract Compliance will be available to review draft mentor-protégé agreements for compliance with this section.

**DIVERSITY FIRM TERMINATION/SUBSTITUTION
ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
 - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and
 - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
 - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;
 - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
 - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
 - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
 - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
 - (vi) [OCC] has determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
 - (vii) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
 - (viii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
 - (viii) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
 - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: _____

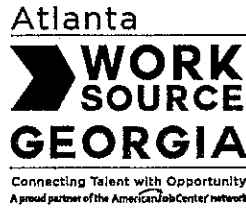
Contract No.: _____

Signature: _____

Name: _____

Title: _____

Date: _____



FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

The WorkSource Atlanta agency has determined that the First Source Jobs Program is **not applicable** for **FC#-10034 – Memorial Drive Corridor Improvements (RFP)**

However, it is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. Although the First Source Jobs Program only applies to Construction Projects. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact the WorkSource Atlanta Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Michael E. Robertson
First Source Jobs Program
WorkSource Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315
(404) 546-3051**

Additional Resources Proponents May Contact in an Effort to Identify Firms that may be able to qualify as DBEs

Atlanta Minority Business Development Center

Clem Wilmont
Project Director
1599-A Memorial Drive, SE
Suite 134
Atlanta, GA 30317
Phone: 404-329-4567
E-mail: cwilnot@AtlMBDC.com

Atlanta Public Schools

Carolyn Lyons
Outreach Coordinator
Contract Compliance
1631 La France Street
Atlanta, GA 30307
Phone: 404-371-7130
Fax: 404-371-7126
Email: cl Lyons@atlanta.k12.ga.us

Cobb County

Janice Cook
Department of Transportation
463 Commerce Park Drive, Suite 112
Marietta, GA 30060-2737
Phone: 770-528-3690
Fax: 770-528-4360
Email: janice.cook@cobbcounty.org

Dekalb County

Terry Phillips
Contract Compliance Officer
1300 Commerce Drive
Room 202
Decatur, GA 30030
Phone: 404-371-2737
Email: tgphilli@co.dekalb.ga.us

U.S. Small Business Administration

Dinora Gonzalez
Economic Development Specialist
233 Peachtree Street, NE
Suite 1900
Atlanta, GA 30303
Phone: 404-331-0100 ext. 410
Email: dinora.gonzalez-cook@sba.com

Georgia Technology Authority

Thomas Hester
Contracting Officer
100 Peachtree Street
Suite 2300
Atlanta, GA 30303
Phone: 404-463-2339
E-mail: tdhester@gta.ga.gov

Governor's Small Business Center

Gail Webb
Governmental and Outreach
Community Administrator
200 Piedmont Avenue
1306 West Tower
Atlanta, GA 30334
Phone: 404-656-6315
Toll-Free: 800-495-0053
Email: gsbc@doas.ga.gov

Minority Business Development Agency

Sunny Guider
Chief Business Development
401 West Peachtree Street, NW
Suite 1715
Atlanta, GA 30308-3516
Phone: 404-730-3300
Email: sguider@mbda.gov

Gwinnett County

Debra Green
Purchasing Director
75 Langley Drive
Lawrenceville, GA 30045
Phone: 770-822-8720
Fax: 770-822-8735 or 770-822-8728
Email: greende@co.gwinnett.ga.us

APPENDIXB

INSURANCE AND BONDING REQUIREMENTS

APPENDIXB
INSURANCE & BONDING REQUIREMENTS
FC-10034 Memorial Drive Corridor
Improvement

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the

Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management at 68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix 8 and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

A Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation..... **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

B. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

[gj]	Contractual Liability
[gj]	Broad Form Property Damage
[gj]	Premises Operations
[gj]	Personal Injury [gj]
	Advertising Injury
[gj]	Fire Legal Liability
[gj]	Medical Expense
[gj]	Independent Contractor/Consultants/SubContractor/Consultants
[gj]	Products- Completed Operations
[gj]	Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
	Waiver of Subrogation in favor of the City of Atlanta

C. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

Owned, Non-owned & Hired Vehicles
Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

D. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

Part 6:

IIREA PREVIEW PARTICIPATION
PROGRAM

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO PROPONENTS/BIDDERS:

All Proponents/Bidders must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents/Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents/Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents/Bidders in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid prior to proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration. **This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.**
3. Where the business structure of a Proponent/Bidder is such that Proponent/Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent/Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent/Bidder does not require it to obtain an EIN, each entity comprising Proponent/Bidder must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a proposal/bid as Acme Construction, LLC. Acme Construction, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Acme Construction, LLC which includes the Federal Work Authorization User ID Number issued to Acme Construction, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a proposal/bid under the name Acme Construction, JV. If, based on the nature of the JV agreement, Acme Construction, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme Construction, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with proposal/bid package.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

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Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization though the contract period and the undersigned contractor for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (Also known as eVerify Company ID)
(Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Contractor (Legal name of Contractor, not an abbreviated version)

Name of Project

City of Atlanta

Name of Public Employer

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

Executed on _____, _____, 201__ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 201__.

NOTARY PUBLIC

My Commission Expires:

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

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with (_____) (name of contractor)) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number (Also known as eVerify Company ID)
(Not Tax ID or SS Number)

Date of Authorization (This is the date the Company ID was issued by the Federal eVerify system)

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE _____, DAY OF _____, 201____

NOTARY PUBLIC
My Commission Expires: _____

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