REQUEST FOR QUALIFICATIONS
DESIGN AND ENGINEERING
ATLANTA BELTLINE NORTHEAST CORRIDOR TRAIL

STATEMENTS OF QUALIFICATIONS DUE:
THURSDAY, MARCH 29, by 3:00pm

Pre-Proposal Meeting: Tuesday, March 13, 2018, 10:00 am
Questions/Inquiries due: Friday, March 16, 2018, by 3:00 pm

Envelope(s) shall be sealed and marked with Project Title and firm identified
Electronic submissions will not be accepted

Submit (1) original and (1) PDF copy on a flash drive of the Response to:
Atlanta BeltLine, Inc.
Attn: Kim Nicholson, Procurement Officer
100 Peachtree Street NW, Suite 2300
Atlanta, Georgia 30303

Email questions to:
Kim Nicholson, Procurement Officer: knicholson@atlbeltline.org

Late submittals will not be accepted. Deliveries sent to Colony Square in Midtown will not be accepted if they arrive at the corrected location late.

For Driving, Transit and Parking directions please see:
https://beltline.org/contact/#driving-directions
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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

This section consists of abbreviations, definitions, and general rules of interpretation.

*Atlanta BeltLine, Inc. (ABI).* A funding partner for the Project, developer of assets, project manager and technical lead for the Project, and the contracting entity on behalf of Invest Atlanta.

*Agreement/Contract.* The document executed by ABI and the Designer entitled “Design Engineer Contract Agreement,” the sample form of which is included in the RFQ, as well as all documents listed in said Design Engineer Contract Agreement. ABI reserves the right to make changes to this draft agreement based upon the final agreed upon scope of work and the negotiations with the selected responder.

*Apparent Successful Respondent.* The Respondent who submits the Proposal that ABI, in its sole opinion, considers the best overall value in accordance with the procedures set forth in the RFQ. The apparent successful Respondent will not be awarded the Contract if:

A. The Respondent fails to comply with all applicable pre-award and pre-execution requirements of the RFQ and/or Contract,
B. The parties are unable to reach agreement during negotiations on the final terms of the contract, or
C. ABI chooses not to award a contract.

*The Atlanta Development Authority d/b/a Invest Atlanta (“IA”).* IA is the redevelopment agent of the City of Atlanta, and a body corporate and politic of the State of Georgia.

*Brooks Act.* Also known as Qualifications Based Selection (QBS; 23 C.F.R. 172), and known as the Selection of Architects and Engineers statute is a United States federal law passed in 1972 that requires that the U.S. Federal Government select engineering and architecture firms based upon their competency, qualifications and experience rather than by price. The Brooks Act also applies to federally-funded state, county and local government projects.

*City of Atlanta (COA).* The City of Atlanta is a Georgia municipal corporation, a funding partner for the project, and the ultimate Owner of portions of the project assets that are within its right-of-way.

*Design Documents.* Design Engineer produced drawings, specifications, calculations, records, reports or other documents, special process procedures (as necessary), which may be used for construction, manufacture, fabrication, installation, construction, testing, and examination.

*Design Engineer.* The federal Brooks Act term for Consultant, Contractor or Successful Respondent or any other reference to the person or firm awarded a contract to perform the scope of work as a result of this procurement.
Design Manager. The person on the Design Engineer’s team who will be responsible for the management and integration of all design components resulting from this Contract. The Design Manager shall be an Engineer of Record who is a Georgia Licensed Professional Engineer or Architect responsible for all aspects of the design including the quality of the end product. The Design Manager’s duties shall include, but are not limited to, oversight, and quality control of:

A. Design reports;
B. Site investigations and reports;
C. Analytical approach;
D. Basis of design documents;
E. Drawings and specifications for conformity with the Contract Documents, and for compliance with codes, permits, and regulations;
F. Maintenance of project schedule and budget;
G. Coordination of design compliance with the findings of constructability reviews; and
H. Field design changes.

Disadvantaged Business Enterprise (DBE). A DBE is a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. For the purposes of this RFQ, a DBE entity should be certified through one of the programs listed in Section 5 of this RFQ as acceptable to ABI that meets the guidelines specified in Section 5.

The Georgia Department of Transportation (GDOT). The Georgia agency designated by the Federal Highway Administration to implement local, federally funded projects.

Federal Highway Administration (FHWA). The federal agency that originates certain funds for this project. FHWA is an agency of the U.S. Department of Transportation and is headquartered in Washington, D.C., with field offices across the United States. The FHWA administers the Federal-Aid Highway Program.

Locally Administered Project (LAP). The designation under which a federally funded project is being implemented by ABI on behalf of Invest Atlanta (IA).

Notice to Proceed. “Notice to Proceed” means “Notice to Commence Work”.

Owner(s). The legal or record owner of the property on which the Project is to be constructed, generally the City of Atlanta or The Atlanta Development Authority dba Invest Atlanta acting by and through ABI, the Owners’ implementation agent for this Project.

Plan Development Process (PDP). The GDOT process for producing plans and specification that are of a high quality with zero defects.
Permitting for Approval. Permits granted for the Project. Permits required may include, but are not limited to:

A. environmental permits,
B. Categorical Exclusion
C. various COA department sign-offs,
D. special administrative permit,
E. a Land Disturbance Permit, and
F. a Lane Closure permit.

Plans. When the context so indicates, “Plans” mean applicable conceptual, planning, design and construction drawings including plan, profile, typical cross sections, Working Drawings, Standard Details, Supplemental Standard Details, and Supplemental Drawings or reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the work and are in a form acceptable to the Georgia Department of Transportation.

Project. This term is used to describe the basis for this solicitation and includes all work and services necessary to design the Atlanta BeltLine Northeast Trail, including but not limited to construction materials testing, construction administration, and project bidding assistance.

Project Records. Records or data of any type on any media including those produced by the Designer of Record or its consultants, subcontractors, suppliers, or manufacturers that are related to the Project. Project Records may include, but are not limited to:

A. Plans,
B. Working Drawings,
C. Specifications,
D. design notes and computations,
E. manufacturer’s recommendations,
F. catalog cuts,
G. schedules and schedule updates or revisions,
H. quality control Plans and related documentation,
I. inspectors’ reports,
J. traffic control Plans and log,
K. safety program and incident reports,
L. soil erosion and water pollution control Plans and log,
M. equal opportunity and affirmative action,
N. preconstruction conference records,
O. As-built records,
P. Progress Meeting records,
Q. Partnering records
R. correspondence
S. DBE participation records
T. including e-mails, and
Q. any other documents related to the scope of work.
Respondent. A person or firm who submits a response to a request for qualifications or other type of procurement solicitation where price is not a factor in the evaluation process for award determination.

Stakeholder. A person or group with an interest in the successful completion and subsequent use of a project.

United States Army Corps of Engineers (USACE). The Army Corps of Engineers provides public engineering services in peace and war to strengthen national security, energize the economy, and reduce risks from disasters. It governs the permitting of work in the waterways within the project area.
The Atlanta BeltLine is a transformative project shaping the way the City of Atlanta will mature as a city, by creating parks, trails, transit, and new development along a 22-mile loop of rail segments that encircle the City’s urban core. The Atlanta BeltLine—by attracting and organizing a portion of the region’s future growth around parks, transit, and trails located in the inner core of Atlanta—will lead to a vibrant and livable Atlanta with an enhanced quality of life for all City residents. The revival of this historically industrial landscape will become the uniquely Atlanta solution and an exemplary national model for effectively managing growth by providing:

- Trails and pedestrian-friendly streets to link neighborhoods previously severed by freight rail and industry;
- A 22-mile streetcar/light rail transit loop providing an alternative to auto trips among jobs, residences, and cultural attractions;
- Compact mixed-used development that supports transit, parks and trails, as well as businesses;
- A connected network of beautiful parks and greenspaces;
- Affordable workforce housing;
- Preservation of historic buildings and structures; and
- Environmental remediation of underutilized brownfield areas.

This project is being developed by Atlanta BeltLine, Inc., in collaboration with Invest Atlanta, the City of Atlanta, GDOT, and FHWA. This project is funded using a mix of federal, local and private funds. Roles and responsibilities of the parties are specifically defined in specific Agreements but are generally outlined below.

**Atlanta BeltLine Inc. (ABI).** Formed by The Atlanta Development Authority d/b/a Invest Atlanta (“IA”), ABI is the entity tasked with planning and implementation of the Atlanta BeltLine in partnership with various entities and City of Atlanta Departments. ABI’s functions include specifically defining the Atlanta BeltLine plan; leading efforts to secure federal, state and local funding; continuing the Atlanta BeltLine community engagement process; and serving as the overall project management office to execute the Atlanta BeltLine plan, including the coordination of planning and execution activities with other City of Atlanta departments and managing all vendors and suppliers.

**City of Atlanta (COA).** The City of Atlanta will be the ultimate owner of all Atlanta BeltLine infrastructure. Through its various departments (DCP, DPR, DPW, DWM, et al.), the City of Atlanta will have jurisdiction for issuing permits, zoning entitlements, and regulatory issues associated with construction.

**Atlanta BeltLine Partnership, Inc. (ABP).** ABP is a 501(c)3 organization committed to the ongoing cultivation of broad-based financial support for the Atlanta BeltLine.

**The Atlanta Development Authority d/b/a Invest Atlanta (IA).** IA was formed in 1997 as a public body corporate and politic of the State of Georgia. Invest Atlanta is the official economic
development authority for the City of Atlanta. Its purpose is to strengthen Atlanta’s economy and global competitiveness in order to create increased opportunity and prosperity for the people of Atlanta. Invest Atlanta is governed by a nine-member board of directors, chaired by the Mayor of Atlanta. Invest Atlanta’s programs and initiatives focus on developing and fostering public-private partnerships to accelerate job creation/economic growth, neighborhood revitalization/investment and innovation/entrepreneurship. Invest Atlanta’s economic tools include bond financing, revolving loan funds, housing financing, tax increment financing and tax credits.

**Georgia Department of Transportation (GDOT).** GDOT is the state agency responsible for overseeing the Locally Administered Project (LAP) process. It is expected that the Project will follow the GDOT Plan Development Process (PDP) to obtain all required clearances, utility coordination, permits, etc.

**Federal Highway Administration (FHWA).** FHWA is the federal agency providing partial funding for the project. Due to federal funding, federal procurement rules and statutes prevail versus state, county or city procurement rules.
SECTION 3 - PROJECT DESCRIPTION

Atlanta BeltLine, Inc. desires to advance the implementation of the Northeast Trail, which generally runs between Monroe Drive and MARTA Lindbergh Station, north of Lindbergh Drive. ABI is seeking Statements of Qualifications (SOQ) outlining technical capabilities and demonstrated experience from qualified multi-disciplinary teams for delivering multi-use path projects that are integrated into a larger transportation framework. Respondents must possess an intimate working knowledge of the GDOT Plan Development Process (PDP). The project team will need to demonstrate the necessary expertise (landscape architecture, engineering, costing, and permitting, etc.) to design and assist in bidding this project, as well as the ability to provide construction administration and construction materials testing services. ABI has assigned a Project Manager to oversee the successful Respondent’s work.

Design
In corridor, the Project will include design of a concrete multi-use path from Monroe Drive to MARTA Lindbergh Station. The typical in-corridor section shall account for adjacent and parallel double-track light rail transit, as well as additional design elements such as: planting, lighting, retaining walls, vertical connections to adjoining streets, storm drainage and management (with a
focus on green infrastructure), streambank restoration and mitigation (as it relates to a crossing of Peachtree Creek), signage/wayfinding, and the replacement and rehabilitation of bridges.

At access points and when the trail is outside of the pre-existing railroad corridor Right-of-Way (ROW), the Project shall include design for an appropriately sized mainline Atlanta BeltLine multi-use path and buffers, along with streetscape and complete street conversion improvements on intervening streets. ABI will utilize the Project team to reevaluate the existing conceptual routing outside of the pre-existing railroad corridor.

The intermediate corridor segment, approximately between Westminster Drive and Mayson Street, will be designed by others in association with the Georgia Power Company Hairpin Transmission Line Replacement Program (the plans will be provided to the successful Respondent). The project team will be responsible for seamlessly tying into the Georgia Power design.

Community Engagement
ABI will lead all community engagement activities. At a minimum, the Design Engineer will be required to assist ABI in its outreach efforts by attending and staffing community meetings and preparing presentation materials. Additional specific requirements will be determined during contract negotiations.

Services
The Design Engineer must be able to provide services and deliverables based upon tasks outlined in Exhibit B. Deliverables are those tangible work products to be delivered to ABI such as reports, draft documents, data, interim findings, drawings, schematics, meeting presentations, final drawings and reports. All deliverables will become the property of ABI. Depending on funding availability and access to the corridor, the Project may be authorized in phases.

Schedule
The contract term is estimated to be for a period of no more than 30 months for design, with the option to extend the contract up to a total of 72 months for the services required for construction administration. The Design Engineer will receive a Notice-To-Proceed (NTP), be required to begin work on the Project and provide at least two invoices in ABI’s Fiscal Year 2018 (ending June 30, 2018) with the first invoice to be received by ABI no later than June 5, 2018. ABI anticipates approximately 24 months for the project team to deliver construction documents. The final high-level schedule will be determined during contract negotiations.
SECTION 4 - QUALIFICATIONS AND REQUIREMENTS

ABI is seeking highly qualified firms/teams. In order to be considered responsive, the Respondent must meet the following requirements:

1. Possess qualifications enabling the successful completion of the project design and engineering services for Atlanta BeltLine, Inc.

2. Have demonstrated experience in the successful completion of the GDOT PDP process with context sensitive solutions.

3. Have performed work on projects of this size, type and/or complexity and provided references for such work.

4. Have demonstrated experience in managing interfaces between and among design disciplines, the community, and contractors/consultants/sub-consultants.

5. The prime consultant must have been in business for a minimum of ten (10) years.

6. Have demonstrated experience meeting or exceeding established Disadvantaged Business Enterprise (DBE) goals through meaningful involvement with firms (or other activities designed to facilitate the development and success of DBE firms) on prior projects.

7. Possess all applicable licenses and registrations to perform design services in the State of Georgia (landscape architects and engineers).

8. Provide all information requested in this RFQ package and address the specifics of the evaluation criteria.

9. Must demonstrate an overall combination of skills, prior work experience, business reputation, commitment to diversity, and success with engaging members of the community on projects like this.

10. Demonstrate and articulate a unique understanding of the Atlanta BeltLine mission and vision based on the work that has been completed to date.

11. Has experience with solicitations under the Brooks Act; Qualifications Based Selection (QBS) for procurement of Architectural and Engineering Services.
SECTION 5 - SUBMITTAL REQUIREMENTS

PROCESS

Issuance of this procurement is intended to provide ABI with a short-list of teams best qualified to participate in a selection interview. Only those firms who responded to the RFQ and meet or exceed the requirements will be eligible. By submitting a response, the Respondent is accepting the Terms and Conditions found in Sections 7 and 8.

The procurement may be cancelled at any time if, in the opinion of ABI, the project goals will not be achieved by awarding a contract, or the Respondents are considered non-responsive, or funding for the project is not made available. The process may be revised at any time during the solicitation, selection, evaluation and negotiation phases up to final award.

The procurement method for this project is according to the Brooks Act – Qualifications Based Selection (QBS). Steps in this method may include:

- Interested firms will submit a Statement of Qualifications (SOQ)
- Evaluations of the submitted SOQs will result in a shortlist of qualified firms
- The shortlisted firms will be interviewed by the evaluation team
- The successful Respondent will negotiate project approach and cost
- If negotiations fail, the evaluation moves to the 2nd highest ranked firm based on their qualifications and starts negotiation of project approach and cost. The process continues until ABI awards a contract

DBE GOALS

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with subcontractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine effort. ABI strongly encourages participation by DBEs (FBE, MBE and SBE entities) in all contracts issued by ABI. ABI anticipates that as a part of a responsive submittal, DBE participation will be included. All Respondents shall include specific information on the role of DBEs on their team. Respondents must include copies of DBE certifications for their subcontractors with their SOQs; there is federal funding in this contract and all DBE certifications must be from the Georgia Unified Certification Program at GDOT.

The goal for the Project has been set at 15% reflecting a diverse range of firms. Respondents are encouraged to involve DBE firms in all aspects of the work, not just in the community engagement or outreach areas. The Respondent shall be aggressive in their outreach to DBE firms in order to ensure the established goal is met.
PRE-SUBMITTAL

There will be a mandatory pre-submittal meeting held on **Tuesday, March 13, 2018, at 10:00am**, at the ABI office, which is located Downtown in the Equitable building at 100 Peachtree Street NW, Suite 2300, Atlanta GA 30303.

QUESTIONS

Questions and clarifications regarding this RFQ must be emailed to the Procurement Officer. Questions/clarifications must be received before **3pm on Friday, March 16, 2018**. An addendum will be posted on the ABI website no later than 72 hours prior to the due date to all recorded holders of the RFQ if a substantive clarification is in order. Send questions to Kim Nicholson, Procurement Officer: knicholson@atlbeltline.org

RESPONSES DUE

**Thursday, March 29, 2018, NO LATER THAN 3:00pm**: Sealed responses must be received no later than the date and time and at the location/email specified on the cover of this solicitation. The outside of the envelope shall plainly identify the RFQ, the project title, and the name and address of the Respondent. Responses received after the time or date listed herein shall not be considered and will be returned to the Respondent unopened.

PROCUREMENT SCHEDULE (subject to change)

- Pre-submittal Meeting: 10am, Tuesday, March 13, 2018
- Questions Due: 3pm, Friday, March 16, 2018
- Responses/SoQ Due: 3pm, Thursday, March 29, 2018
- Team Presentation/Interviews: “Tentatively” week of April 9 or 16, 2018

SUBMITTAL REQUIREMENTS

Responses shall be clear, succinct and not exceed 10 double-sided, 8.5 x 11 sheets of paper. Each page shall be numbered, in a format of Respondent’s choice, from page 1 to page 20. Cover pages, tabs, Response Forms and Appendix materials shall not count toward the page limit. Please use an 11-pt font or larger, and do not use 11x17 sheets. A response that exceeds the page limitation may not be considered. Please provide an electronic copy on a jump/flash drive that clearly identifies the company name on the packaging.

All submittals will be evaluated on the completeness and quality of the content. The hardcopy (paper) original must contain all required signatures and notarized forms. Only those Respondents providing complete information as required will be considered for evaluation.

All submittals, proposal materials and addendum attachments will become part of the public file on this matter, without any obligation or liability to ABI. All costs incurred by the Respondent in preparation of the responses to this solicitation, including presentations to ABI and/or for participation in an interview shall be borne solely by the Respondent; ABI shall not be liable for any of these costs. At no time will ABI provide reimbursement for submission of a response.
1. COVER LETTER

A Cover Letter shall be attached to every Response. The Cover Letter must include the following:

- RFQ Name / Project Title;
- Name(s) of the person(s) authorized to represent the Respondent in any negotiations;
- Name(s) of the person(s) authorized to sign any contract that may result;
- Contact person’s name, title, mailing or street addresses, phone and fax numbers and email address

A legal representative of the Respondent, authorized to bind the Respondent in contractual matters, must sign the Cover Letter.

2. FIRM DESCRIPTION

Describe Respondent’s legal structure (if responding on behalf of a business entity), areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Describe Respondent’s internal procedures and/or policies associated or related to work quality and cost control. Describe the resource availability to perform the work for the duration of the project. Provide the address of the Respondent’s home office and the address of the office that will manage the project, if different.

3. PROJECT TEAM

Include an organizational chart and task matrix detailing the division of responsibilities. Provide a professional resume for the key personnel, including key personnel of any joint venture member, or major sub-consultants proposed to be assigned to the project. Describe their unique qualifications and relevant experience on similar or related projects. Describe key personnel’s proposed roles and responsibilities on this Project. Resumes should be included in the Attachments/Supporting Materials section of the response.

Submittals must identify a proposed Project Manager who will be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Describe the Project Manager’s experience with similar projects and with managing and leading interdisciplinary teams. List other projects to which the proposed Project Manager is currently assigned.

4. TEAM EXPERIENCE

Submit minimum of five examples of projects that are reflective of the subject of this Project, including references. For each example, identify the
type of project, size, budget, Respondent’s role, client name and contact information, and indicate what role (if any) the proposed Project Manager or other team members had. When submitting projects for which an individual firm worked in an auxiliary capacity or in a joint venture or partnership, please include the name of the lead firm. Please remember that any extensive descriptions of vaguely related projects are discouraged and could negatively impact the overall outcome of the evaluation.

5. PROJECT UNDERSTANDING/PROPOSALS – SHORT-LISTED FIRMS UPON ABI REQUEST ONLY

Using this scoring item, ABI will evaluate the understanding of the trail work completed to date and the design team’s role and commitment to delivering design solutions that meet or exceed the minimum technical requirements as defined in Exhibit B. The Proposals from short-listed firms/teams shall include conceptual plans or renderings, graphical representations, and narrative descriptions as necessary to enable ABI to understand and evaluate the approach to designing the Project.

Describe the tasks that must be accomplished in order to complete the Project. Provide a narrative description of how the firm proposes to execute the tasks during each phase of the Project. Identify the products that would result from each task. Your firm should rely on its expertise and experience with similar projects to demonstrate how it will effectively complete the proposed Project. Provide a proposed schedule to complete the Scope of Work and a breakdown of major tasks.

If applicable, discuss any unique aspects of the Project, including alternative approaches ABI should consider or special considerations related to programmatic/funding requirements.

6. RESPONSE FORMS

The forms found in Section 9 must be completed and submitted with the submittal.

7. CERTIFICATION

Persons or entities providing responses to this solicitation shall submit a Certificate of Existence from the Georgia Secretary of State and evidence of current (2018) registration, if responding on behalf of a business entity.

8. SUPPORTING MATERIAL

Supporting material may include resumes and other information pertinent to the Project.
SECTION 6 - EVALUATION CRITERIA

Each submittal shall be evaluated on the following criteria weighting and maximum points as follows:

Firm Description 10 Points
Project Team 20 Points
Team Experience 20 Points

Project Understanding/Proposal – Short-listed firms only 35 Points
Interview/Presentation 15 Points

**TOTAL MAXIMUM POINTS** 100 Points

An evaluation committee convened by ABI will evaluate the submittals. At the discretion of ABI, follow-up interviews may be conducted before a final selection is made. The interview will focus on the proposal presentation, interpersonal skills, ability to organize data, and design vision.

PROTESTS

Any protest of the procurement solicitation documents or process shall be submitted for resolution to ABI’s Procurement Officer, 100 Peachtree Street, NW, Suite 2300, Atlanta, GA 30303.

Such protest shall be in writing and shall be supported by the information necessary to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. A protest based upon terms, conditions, or form of a proposed procurement action shall be submitted so that it is received by ABI no later than five ABI business days following notification of the action by ABI.

*A written final determination on any protest will be rendered by ABI and shall be provided to the protester as soon as practicable.*
ABI desires to develop a contract that appropriately places risk with the party most able to address the issue, to ensure that all parties to the Contract are appropriately protected and to maintain its responsibility to serve as an effective steward of public funds while advancing the Project.

GENERAL TERMS AND CONDITIONS

A. All applicable State of Georgia and federal laws, City of Atlanta and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent and the Project throughout and incorporated herein. The Agreement with the selected Respondent and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.

B. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.

C. No SOQ or subsequent proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the Respondent or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

D. From the date a Respondent’s proposal is received through the date a contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions or other changes in the configuration of its proposal without ABI’s express written consent.

E. This procurement may be canceled or any or all bids, qualifications, or proposals may be rejected in whole or in part when it is in the best interest of ABI or when funding is not available for completion of the services requested under this document. In the event that this procurement is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this procurement.

F. Respondent’s status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA or the City.

G. Respondent shall defend, indemnify, and hold harmless ABI, IA and the City of Atlanta against any and all claims, judgments or liabilities to which they may be subject because of any negligence or fault or default by the Respondent, its consultants, or subconsultants.
H. Respondent shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the Respondent and ABI, IA or the City.

**Organizational Conflicts of Interest and Excluded Parties.** An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Respondent or impair the Respondent’s objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the Respondent believes potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Respondent shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFQ shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of Exhibit D.4, and submit it as part of its response to this RFQ. A response that does not contain this completed form is subject to disqualification.

Consultants, subcontractors or sub-consultants with active contracts with ABI are excluded from being eligible to submit a response to this procurement except under the following circumstances:

1. If the contractor, consultant, subcontractor or sub-consultant completes the Certification of No Organizational Conflict of Interest; and
2. If ABI Legal Counsel agrees that the contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.

If the above conditions are met, the Respondent may be considered eligible to participate in this procurement.

**TERMINATION OF CONTRACT**
Although either party shall have the right to terminate the contract upon thirty (30) days’ written notice, with or without cause, ABI reserves the right to terminate the contract with thirty (30) days’ notice if the Respondent elects to change any of its key personnel, partner(s), or subcontractor(s) without the express written consent of ABI.

**PAYMENT**
ABI shall make payment within 60-75 days upon receipt, inspection and acceptance of the work and all required documentation by ABI.

**INSURANCE REQUIREMENTS**
The Respondent shall at all times during the term of the contract maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"): 
a) Statutory Worker’s Compensation Insurance, including waiver of subrogation in favor of Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance

1. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;

The following additional coverage must apply:

A. 2013 or later ISO Commercial General Liability Form.
B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13
D. Blanket Contractual Liability (included in 1986 or later forms)
E. Broad Form Property Damage (included in 1986 or later forms)
F. Severability of Interest (included in 1986 or later forms)
G. Underground, explosion, and collapse coverage (included in 1986 or later form)
H. Personal Injury (deleting both contractual and employee exclusions)
I. Incidental Medical Malpractice
J. Sudden and Accidental Pollution Coverage
K. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
L. Primary and Non-Contributory wording

c) Automobile Liability Insurance

1. $1,000,000 combined single limit of liability per accident for bodily injury and property damage

2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles

3. Additional Insured endorsement

4. Waiver of subrogation endorsement

d) Professional Liability Insurance with limits of $2,000,000 per claim and $4,000,000 in the aggregate.

e) Contractual liability, subject to policy term, conditions and exclusions.
f) Insurance company must be authorized to do business in the State of Georgia.

g) Additional insureds on the commercial general liability and auto liability insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and The Atlanta Development Authority d/b/a Invest Atlanta.

h) The cancellation provision should provide 30 days’ notice of cancellation (10 days’ notice for cancellation due to non-payment of premium).

i) Insurance company, except worker’s compensation carrier, must have an A.M. Best rating of A- VII or higher. Certain worker’s comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants’ broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A- VII or better. Insurance company must be authorized to do business by the Georgia Department of Insurance.

j) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

k) Respondent shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The general liability and auto liability Insurance policies required to be provided by Respondent will be primary over any insurance program carried by ABI.

l) Respondent shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Respondent and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate contractors, and subcontractors.

m) Respondent waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Respondent may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Respondent.

n) Respondent shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Respondent) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).
Code of Ethics: ABI’s Code of Ethics, included as Exhibit C, applies to this solicitation.

Change of Team Members or Key Personnel: Inasmuch as firms and/or teams will be judged based on their response to the RFQ, any subsequent changes to the composition of the Respondent that was rated by the Evaluation Committee may result in a different ranking of the team and/or may result in the firm and/or team failing to be determined to be qualified to perform the work.

In order for a firm/team to remain qualified to submit a proposal, the consultant or a joint venture team identified in the response to the procurement must remain on the team for the duration of the procurement process and any subsequent contract award.

Buy America: The Respondent is required to comply with Section 8; 19. 49 U.S.C. 5323(j) and 49 C.F.R. Part 661.

Background Checks and Drug Testing: The Consultant may be required to implement a drug free workplace program including pre-employment testing and background checks including social security number verification. Any employee assigned to the project may be subject to background screening through “Livescan” administered by the Georgia Bureau of Investigation.

Federal Work Authorization: Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Respondents in addition to the S.A.V.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2). See Exhibit D.7.

Prevailing Wage: Not applicable.

Debarment and Suspension. ABI shall not award a contract to respondents that are debarred or suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.

Authority to Debar or Suspend.
After reasonable notice to the vendor involved and reasonable opportunity for that person to respond, ABI’s President and CEO shall have authority to debar a person or entity for cause from consideration for award of contracts.

Proprietary Information: ABI recognizes that material in its possession or in the possession of the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70, et.seq. (The “Act”). Respondent has the obligation to identify proprietary information and trade secrets by clearly marking the documents “Trade Secret” as
required by the Act. If ABI receives any request under the Act to examine or copy any of the proprietary information obtained pursuant to this Agreement, it will immediately notify the Respondent of such request and will respond to the requesting party within the time allowed by law, indicating to the requesting party that the information requested constitutes trade secrets and therefore is considered by ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of Respondent to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI and the COA shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Respondent to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of Proposing firm / team to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Respondent shall be required to indemnify ABI, IA and COA for any and all costs, expenses, or claims arising from such matter(s).

EX PARTE COMMUNICATION
Please note that to ensure the proper and fair evaluation of a proposal or bid, ABI prohibits ex parte communication initiated by a Bidder, Respondent or Offeror to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, City of Atlanta official (i.e. City Council Member, Mayor, etc.), or any ABI affiliates, evaluating or considering the proposal or bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone call, email and in-person. Communication between a Bidder, Respondent, or Offeror and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. Ex parte communication may be grounds for disqualifying the offending Bidder, Respondent, or Offeror from consideration or award of a bid or proposal (or any solicitation), and repeat offenders may be disqualified from responding to solicitations for future projects.

DBE PARTICIPATION
ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by Female Business Enterprises (“FBE”), Minority Business Enterprises (“MBE”), Small Disadvantaged Businesses (“SDB”), and Small Business Enterprises (“SBE”) in all contracts issued by ABI. These enterprises shall be collectively referred to herein as Disadvantaged Business Enterprises (“DBEs”). It is anticipated that as a part of a responsive proposal, DBE participation will be included. The goal for the Project has been set at 15%.

However, nothing herein should indicate that a DBE may not apply and be selected independently, as DBEs that meet the qualifications of this RFQ are encouraged to submit their qualifications for consideration. In order to participate as a DBE on the Contract, said
DBE must be certified (as an FBE, MBE, SDB, SBE or DBE) through GDOT. ABI maintains data on the utilization of DBE entities on all contracts with the utilization of ABI's Subcontractor/Subconsultant Utilization and DBE Participation Certification.

Each Respondent for ABI shall list any and all Female, Minority, Small Disadvantaged Business, Small Business Enterprises, and/or Disadvantaged Business Enterprises (FBE, MBE, SDB, SBE, and/or DBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract. All invoices should be in a format approved by the ABI Project Manager and reflect the sums to be received by DBEs (FBEs, MBEs, SDBs, and SBEs) from the total payment to be received by the Respondent. The invoices should also reflect a total amount of compensation paid to date to the Respondent and each DBE participant along with their corresponding percentage of the total compensation received. Respondent will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the Respondent is current with all payment obligations due to the DBE participants at the time of the submission of an invoice for payment. Respondent shall be deemed a Constructive Trustee of the funds paid to it that are to be disbursed to a specific DBE participant. Failure to pay sums due to DBE participants shall be deemed a material breach of the terms of any agreement to which Respondent may become a party as a result of its selection as the Respondent.

Persons or firms interested in obtaining applications for certification should contact

• Georgia Department of Transportation (DBE Certification): One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.

A firm selected by the Respondent can only satisfy one of the three categories. The same firm may not, for example, be listed for participation as an MBE organization and an SBE organization even if the level of participation exceeds each category's goal. All Respondents must be registered or certified prior to the submittal of the proposal. A Respondent is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Proposal is submitted. Respondents must include copies of MBE, FBE, SDB, and/or DBE certifications for the contractors and subcontractors listed in their submittal packages, if any.

ABI is an Equal Opportunity Employer.
Section 8: Federal and State Contract Terms and Conditions

1. Federal Changes - The Design Engineer shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle the Design Engineer to reasonable adjustments in schedule and compensation. ABI acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance the Design Engineer’s sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.

2. Drug Free Workplace - The Design Engineer shall comply with the terms of the State of Georgia and the U.S. DOT regulations for Drug Free Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

3. Debarment and Suspension - The Design Engineer shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subconsultants engaged to perform services under the Agreement.

4. Program Fraud and False or Fraudulent Statements or Related Acts - The Design Engineer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Design Engineer certifies or affirms the truthfulness and accuracy of any statement it has made, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Design Engineer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Design Engineer to the extent the Federal Government deems appropriate.

The Design Engineer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Design Engineer, to the extent the Federal Government deems appropriate.

The Design Engineer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultants who will be subject to the provisions.
5. Lobbying - Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.], Design Engineers (such as the Design Engineer) who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying" as described below.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

*(To be submitted with each bid or offer exceeding $100,000)*

The undersigned [Contractor] 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 an officer or employee of an agency, a 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil}
penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

6. Interest of Members of or Delegates to Congress - In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

7. Organizational Conflict of Interest - Prior to entering into this Agreement, the Design Engineer is required to inform ABI of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, results in an unfair competitive advantage to the Design Engineer, or may impact the Design Engineer’s objectivity in performing the contract work.


Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Design Engineer agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,”41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Design Engineer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Design Engineer agrees to comply with any implementing requirements FTA may issue.

to refrain from discrimination against present and prospective employees for reason of age. In addition, the Design Engineer agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Design Engineer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Design Engineer agrees to comply with any implementing requirements FTA may issue.

The Design Engineer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. Clean Air - The Design Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Design Engineer agrees to report each violation to ABI and understands and agrees that ABI will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Design Engineer also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

10. Clean Water - The Design Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Design Engineer agrees to report each violation to ABI and understands and agrees that ABI will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Design Engineer also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Access to Records and Reports – The Design Engineer agrees to provide ABI, and as and to the extent applicable, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to final design documents papers and records of the Design Engineer which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. As and to the extent applicable, the Design Engineer also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Design Engineer access to Design Engineer’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a) 1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
The Design Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Design Engineer agrees to maintain all final design documents, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Design Engineer agrees to maintain same until ABI, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. Energy Conservation - The Design Engineer agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in any state energy conservation plan issued in compliance with the Energy Policy and Conservation Act found at 42 U.S.C. 6321 et seq. 49 CFR Part 18.

13. Incorporation of Federal Transit Administration (FTA) and Federal Highway Administration Terms and Conditions - The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA, DOT, FHWA and GDOT as a part of its Local Administered Project Manual dated December 1, 2008 as amended, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Design Engineer shall not perform any act, fail to perform any act, or refuse to comply with any ABI requests, which would cause ABI (COA or IA) to be in violation of FTA, FHWA, DOT or GDOT terms and conditions.

14. Disadvantaged Business Enterprise – The Design Engineer, its sub recipients or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Design Engineer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Design Engineer to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as ABI deems appropriate.

15. Access Requirements For Persons With Disabilities – The Design Engineer agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Design Engineer also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans
with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;

(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;


(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and

(9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and

(10) Any implementing requirements FTA may issue.

16. Fly America Requirements – The Design Engineer agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Design Engineers are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Design Engineer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a
certificate of compliance with the Fly America requirements. The Design Engineer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. No Government Obligation to Third Parties - ABI and Design Engineer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ABI, Design Engineer, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

Design Engineer agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultants who will be subject to its provisions.

18. Termination. Pursuant to 29 U.S.C. Part 18, ABI and Design Engineer agree to the following termination provisions, which shall apply to all subcontractors:

a. Termination for Convenience (General Provision) ABI may terminate this contract, in whole or in part, at any time by written notice to the Design Engineer when it is in the Government's best interest. The Design Engineer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Engineer shall promptly submit its termination claim to ABI to be paid the Design Engineer. If the Design Engineer has any property in its possession belonging to ABI, the Design Engineer will account for the same, and dispose of it in the manner ABI directs.

b. Termination for Default [Breach or Cause] (General Provision) If Design Engineer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Design Engineer fails to perform in the manner called for in the contract, or if the Design Engineer fails to comply with any other provisions of the contract, ABI may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Design Engineer setting forth the manner in which the Design Engineer is in default. The Design Engineer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.

If it is later determined by ABI that the Design Engineer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Design Engineer, ABI, after setting up a new delivery of performance schedule, may allow the Design Engineer to continue work, or treat the termination as a termination for convenience.
c. Opportunity to Cure (General Provision). ABI, in its sole discretion may, in the case of a termination for breach or default, allow the Design Engineer [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Design Engineer fails to remedy to ABI's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Design Engineer or written notice from ABI setting forth the nature of said breach or default, ABI shall have the right to terminate the Contract without any further obligation to Design Engineer. Any such termination for default shall not in any way operate to preclude ABI from also pursuing all available remedies against Design Engineer and its sureties for said breach or default.

d. Waiver of Remedies for any Breach. In the event that ABI elects to waive its remedies for any breach by Design Engineer of any covenant, term or condition of this Contract, such waiver by ABI shall not limit ABI's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) ABI, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, ABI shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Design Engineer fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Design Engineer fails to comply with any other provisions of this contract, ABI may terminate this contract for default. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature of the default. The Design Engineer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Design Engineer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) if the Design Engineer fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Design Engineer fails to comply with any other provisions of this contract, ABI may terminate this contract for default. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature of default. The Design Engineer will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.
If this contract is terminated while the Design Engineer has possession of Recipient goods, the Design Engineer shall, upon direction of ABI, protect and preserve the goods until surrendered to ABI or its agent. The Design Engineer and ABI shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Design Engineer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ABI.

h. Termination for Default (Construction) If the Design Engineer refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Design Engineer fails to comply with any other provisions of this contract, ABI may terminate this contract for default. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature of the default. In this event, ABI may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Design Engineer and its sureties shall be liable for any damage to ABI resulting from the Design Engineer's refusal or failure to complete the work within specified time, whether or not the Design Engineer's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Design Engineer's right to proceed shall not be terminated nor charged with damages under this clause if-

1. The delays in completing the work arise from unforeseeable causes beyond the control and without the fault or negligence of the Design Engineer. Examples of such causes include: acts of God, acts of ABI, acts of another Design Engineer in the performance of a contract with ABI, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. The Design Engineer, within [10] days from the beginning of any delay, notifies ABI in writing of the causes of delay. If in the judgment of ABI, the delay is excusable, the time for completing the work shall be extended. The judgment of ABI shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Design Engineer's right to proceed, it is determined that the Design Engineer was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering). ABI may terminate this
contract in whole or in part, for ABI’s convenience or because of the failure of the Design Engineer to fulfill the contract obligations. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Design Engineer shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of ABI, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Design Engineer to fulfill the contract obligations, ABI may complete the work by contract or otherwise and the Design Engineer shall be liable for any additional cost incurred by ABI.

If, after termination for failure to fulfill contract obligations, it is determined that the Design Engineer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ABI.

j. Termination for Convenience of Default (Cost-Type Contracts) ABI may terminate this contract, or any portion of it, by serving a notice or termination on the Design Engineer. The notice shall state whether the termination is for convenience of ABI or for the default of the Design Engineer. If the termination is for default, the notice shall state the manner in which the Design Engineer has failed to perform the requirements of the contract. The Design Engineer shall account for any property in its possession paid for from funds received from ABI, or property supplied to the Design Engineer by ABI. If the termination is for default, ABI may fix the fee, if the contract provides for a fee, to be paid the Design Engineer in proportion to the value, if any, of work performed up to the time of termination. The Design Engineer shall promptly submit its termination claim to ABI and the parties shall negotiate the termination settlement to be paid the Design Engineer.

If the termination is for the convenience of ABI, the Design Engineer shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, ABI determines that the Design Engineer has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Design Engineer, ABI, after setting up a new work schedule, may allow the Design Engineer to continue work, or treat the termination as a termination for convenience.
19. Breach and Disputes. Pursuant to 49 C.F.R. Part 18, ABI and Design Engineer agree as follows:

a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of ABI's Chief Executive Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Design Engineer mails or otherwise furnishes a written appeal to ABI. In connection with any such appeal, the Design Engineer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of ABI shall be binding upon the Design Engineer and the Design Engineer shall abide be the decision.

b. Performance During Dispute - Unless otherwise directed by ABI, Design Engineer shall continue performance under this Contract while matters in dispute are being resolved.

c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefor shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between ABI and the Design Engineer arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which ABI is located.

e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the ABI or the Design Engineer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

20. Buy America - The Design Engineer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
SECTION 9 - EXHIBITS AND FORMS

EXHIBIT A - MAP OF PROJECT AREA

EXHIBIT B - SCOPE OF SERVICES AND DELIVERABLES

EXHIBIT C - ATLANTA BELTLINE, INC. CODE OF ETHICS

EXHIBIT D - SUBMITTAL FORMS
  D.1: STATEMENT OF QUALIFICATIONS SUBMISSION FORM
  D.2: DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
  D.3: GOOD FAITH EFFORT AFFIDAVIT
  D.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
  D.5: O.C.G.A. 50-36-1(e)(2) S.A.V.E. AFFIDAVIT
  D.6: CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A.13-10-91(b)(1)
  D.7: CERTIFICATION FORM
  D.8: SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91
  RECEIPT OF ADDENDA (addenda signature page)

EXHIBIT E – SAMPLE FORM OF AGREEMENT

The Remainder of This Page Left Intentionally Blank
The project corridor, about 3.5 miles long, generally runs from Monroe Drive to MARTA Lindbergh Station, via the Atlanta BeltLine corridor and existing City and State rights-of-way.
EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

TASK 1  PROJECT MANAGEMENT
A Project Manager assigned from ABI will manage the project. The Design Engineer will be expected to participate in periodic management briefings with members of the ABI team and with other Atlanta BeltLine partners as outlined below:

- Coordination Meetings: Lead coordination meetings (approximately one every week) with the ABI Team, including representatives of Atlanta BeltLine, Inc. and other stakeholders/implementation partners. The Design Engineer shall develop an agenda for each meeting and forward the same to the ABI Project Manager at least (2) business days in advance of the meeting. The Design Engineer shall also develop meeting minutes, a schedule of interim and final deliverables and maintain an ongoing action item list for review at each meeting.

- Project Administration: Perform general administrative duties, including coordination with sub-consultants; preparation of invoices; meeting minutes; scheduling; record keeping; and file management. Monthly progress reports will be submitted to the ABI Project Manager with each invoice. The Design Engineer shall set up and maintain FTP or other internet-based file sharing space for the duration of the project.

- The Design Engineer shall provide a project schedule and task list that will satisfy the GDOT PDP.

TASK 2  EXISTING CONDITIONS ASSESSMENT
The Design Engineer shall review existing plans and projects (provided electronically by ABI) and any additional information that may influence or impact the design process, including but not limited to:

- Atlanta BeltLine East Transit Corridor Conceptual Design and Documented Categorical Exclusion
- Topographic and subsurface survey files
- Atlanta BeltLine Subarea Master Plans 6 and 7
- Tier 1 Environmental Impact Study
- Phase I Environmental Site Assessment for the corridor
- The established typologies for the Atlanta BeltLine

TASK 3  SURVEY
Boundary/topographic/utility survey exists for much of the project area up to 25’ outside the ROW and extending along transverse streets for a distance of one-quarter mile or the nearest intersecting side street, whichever is a shorter distance. Corridor survey exists from Monroe Drive to the Mayson Street/Plasters Avenue intersection; this existing survey requires validation by the
Respondent. Full boundary/topographic/utility survey will be required for the final trail alignment between the Mayson/Plaster’s intersection and MARTA Lindbergh Station. In addition, a bathymetric survey will be required at the location of the Peachtree Creek crossing, plus a distance of 250’ to either side of the crossing point, as well as all along Peachtree Creek where the final trail alignment follows the stream. The Design Engineer shall include surveyor “on-call services” to address any data gaps determined once the conceptual design and existing conditions assessment task is substantially complete. ABI expects to authorize no more than one survey mobilization for the project.

**TASK 4  RE-EVALUATION OF CORRIDOR DESIGN**

ABI has contemplated conceptual alignments for the transit NEPA work performed for transit up to the Buford Highway Connector, and has coordinated with Georgia Power Company on its Hairpin Transmission Line Replacement Program. This trail project will advance those concepts and connect to designs previously performed and (in some cases) implemented. ABI requests that the Design Engineer review and analyze this previous work to determine if it is still valid, and to contemplate alternative trail alignments that could better serve the Project. Please note that any transit north of Mayson Drive is not concurrent with the trail alignment, so transit validation only relates to the section from Monroe Drive to Mayson Drive.

**TASK 5  NORTHEAST TRAIL DESIGN, PLAN DEVELOPMENT PROCESS (PDP)**

The Design Engineer will refine and advance design through environmental, utility, and right-of-way certification and construction documents in accordance with ABI’s direction and in conformance with the Georgia Department of Transportation’s (GDOT) PDP. The Design Engineer will be responsible for ensuring that the plans meet all applicable permitting requirements. Task 5 will be broken into discrete subtasks for the purpose of authorizing work to available budget.

- Task 5A-Development of Preliminary Field Plans and supporting reports
- Task 5B-Preparation of all necessary environmental investigations and documentation
  - For purposes of this solicitation, assume an Environmental Assessment is the Class of Action to satisfy NEPA.
- Task 5C-Development of Final Field Plans, supporting reports, and ROW plans
  - ABI assumes right-of-way acquisition responsibilities. The Design Engineer will only be responsible for providing ROW plans and necessary legal descriptions.
- Task 5D-Development of Final Plans and all Bid Documents
  - This subtask includes all pertinent permitting processes (COA, GDOT, USACOE, etc.).

Where possible, the site will be (or has been) entered into the Georgia Voluntary Brownfield Program. Further assessment, beyond the Phase I Environmental Site Assessment may be necessary. The project team shall include a team member familiar with the Georgia Voluntary Brownfield program, preparing and implementing a corrective action plan, and the necessary
The Design Engineer will be required to participate in public meetings throughout the design process. ABI typically meets with the community at the start of any design project, at the Preliminary Field Plan Review (PFPR) submittal, and just after the project is let for construction, at a minimum. The Design Engineer will be required to prepare materials to present to the community. Assume the need to develop renderings that illustrate trail opening day and the ultimate full build-out of the corridor. The team will also need to prepare a stylized version of the trail alignment to clearly communicate the proposed access and the project extents. The final approach, the associated number of meetings and required supportive materials will be determined during contract negotiations.

In addition to the typical professional services necessary to advance the design through the GDOT PDP, the Design Engineer will also need to include an artist with large and small-scale project experience as well as temporary and permanent installation experience to provide consulting services to assist in creating meaningful public open spaces, and consider locations for future art installations.

Task 6 Bidding Services
Once approved for construction by GDOT, ABI will release the construction documents to bid, publicly. The Design Engineer shall provide support for the bid process. The Design Engineer will participate in a pre-bid meeting, respond to questions, prepare addenda to bid documents, review the bids, and attend up to three interviews with shortlisted contractors, as appropriate. Task 6 services will be authorized as budget is available.

Task 7 Construction Administration Services
The Design Engineer will provide limited construction administrative services during construction, and shall provide reviews of submittals and requests for information. ABI anticipates a 36-month construction schedule. Bi-weekly construction progress meetings are anticipated. Task 7 services will be authorized as budget is available.

Deliverables
The Design Engineer shall prepare and provide all deliverables generated during the project, after final approval. All electronic deliverables shall be provided in their original format (MS Word, Excel, AutoCAD, InDesign) as well as PDF and JPG versions as noted below. PDF files shall be provided in both a high-resolution version suitable for printing as well as a low-resolution version suitable for posting to the Atlanta BeltLine website. All geographically-based information shall be prepared in ArcGIS and/or AutoCAD as directed by the ABI Project Manager. If the design drawings are prepared in a format that ABI does not support, the team shall convert all final files to an electronic format supported by ABI, such as AutoCAD.
Geographic Information Systems and Surveys
- Copies of the data and metadata
- Copies of the ArcGIS projects and corresponding shape files
- KML files of all GIS files appropriate for use in Google Earth
- CAD file and one stamped and sealed original of all surveys

AutoCAD files
- DWG files must be formatted to facilitate AutoCAD 2013 inquiry functions in subsequent analysis of the document, so layer separation and appropriate scale must be present and no x-reference files shall be allowed

Graphics and Renderings
- Boards and JPG format with a minimum resolution of 1024x768.
- Color renderings (24x36)

Photography
- JPG

Review Documents
- Submit two half-sized sets of documents

Final Construction Documents
- 3 full-sized sets (22x34)
- 3 half-sized printed sets (11x17)
- PDF and AutoCAD versions of same
The following is the Code of Ethics (the “Code”) to which employees of Atlanta BeltLine, Inc. (“ABI”) are held accountable. The Code is not intended to serve as a comprehensive rulebook but, rather, as a guide to help an individual make the ethical choice. Each employee should use good business judgment in his or her actions to prevent ethical issues.

The purpose of the Code is to protect ABI by prohibiting any employee of ABI from engaging in activities that would hinder the integrity of the organization. The Code establishes the highest standards of honesty and independence. It recognizes that each employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each officer of ABI shall comply with the ethical statutes, rules and regulations of the State of Georgia (O.C.G.A. § 21-5-1 and § 45-10-1) and the City of Atlanta (Code § 2-801 et seq.)

Definitions
- Celebration - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for Atlanta BeltLine, Inc.
- Contractors - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI’s board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of Atlanta BeltLine, Inc.
- Family Member - refers to a Covered Person’s spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner or a person living in a stable family relationship with any employee. It also includes members of a Covered Person’s household, whether or not they are related to the Covered Person.
- State - refers to the State of Georgia.

General
It is essential to the proper operation of ABI that Covered Persons be independent, impartial, and, at all times, act to avoid conflict of interest, impropriety or the appearance of impropriety when acting for or on behalf of ABI.

All actions taken and programs administered by ABI shall be transparent to the general public and adhere to established processes and procedures.

Fiduciary Duty
As a fiduciary of ABI, every Covered Person shall exercise good faith when acting on behalf of ABI.
Covered Persons owe a duty to ABI to advance ABI’s legitimate interests when the opportunity to do so arises. Covered Persons should avoid situations that influence their ability to act solely in the best interests of ABI or interfere with their objectivity.

**Conflicting Interest**
A Covered Person is deemed to have a conflicting interest in a decision or action if he or she or a Family Member has a personal or financial interest in that decision or action. A personal interest is any interest arising from relationships with Family, business, partnership, or corporate associations. A financial interest is one which shall yield, directly or indirectly, a monetary or other benefit to the Covered Person or Family Member.

**Participation in ABI Programs**
Covered Persons and Family Members are prohibited from participating in any program of ABI for which the Covered Person has a direct responsibility, oversight, audit or decision-making authority. To the extent a Covered Person is permitted to participate in an ABI program, ABI will not grant a discount, waive fees or make adjustments from established market rates.

**Participation in Celebrations**
Covered Persons are allowed to participate in Celebrations where ABI has contributed to the matter being celebrated and participants are customarily invited to attend the Celebration.

**Requirement to Disclose**
Covered Persons are required to disclose any personal or financial interest and any situations that would reasonably give rise to a conflict of interest. This disclosure must be made in writing prior to participating in any decision or action, unless the disclosure occurs in a public meeting where there is a public record.

A Covered Person shall not vote for or against, discuss, decide, remain present in a meeting during a discussion or otherwise participate in a matter in which he or she has a conflicting personal or financial interest except by express approval of the Ethics Officer.

**Improper Influence**
No Covered Person shall attempt to use his or her position to influence any ABI decision or action relating to an organization, entity or activity in which he or she knows or has reason to know that he or she or a Family Member has a personal or financial interest.

**Corporate Opportunity**
Covered Persons are prohibited from personally taking opportunities that are discovered through his or her position with ABI, using ABI’s property or information for personal gain, or personally competing with ABI for business opportunities.

**Confidential Information**
No Covered Person shall disclose confidential information regarding the property, operations,
policies, or affairs of ABI, except when authorized or required to do so by state or federal law, court order, or lawful subpoena. No Covered Person shall use confidential information acquired in an official capacity to advance the financial or personal interest of the Covered Person where such interest would conflict with the legitimate interests of ABI.

**Anti-Discrimination Policy**

ABI will not discriminate against any program applicant, partner, client, potential client, vendor, potential vendor, employee, or applicant for employment on the basis of race, sex, age, color, religion, national origin, marital status, disability status, veteran status, sexual orientation, or any other basis prohibited by federal, state or local law.

Philanthropic or political preferences and campaign contributions, activities or sponsorships are personal and are not considered conditions of employment or promotion by ABI. No Covered Person shall compel, coerce, or intimidate any other Covered Person to make or refrain from making a philanthropic or political contribution.

**Employee-Related Matters**

*Business Gifts*

Employees must avoid situations that compromise, or even appear to compromise, ABI’s ability to make objective and fair business decisions. As a result, ABI employees are not allowed to accept any gifts or entertainment from any Contractor or potential business vendor.

Employees of ABI may not accept travel and lodging from persons or organizations without the approval of the Ethics Officer and the President and CEO.

*Discounts*

Discounts on any tickets for admission or other right of entry to any entertainment event shall only be permitted if the discounts are made available to all employees.

*Honoraria for Speeches & Articles*

Honoraria opportunities for employees of ABI must be conducted on the person’s own time; not conflict with the person’s responsibilities to ABI; and the Ethics Officer must approve of the opportunity in writing. Honoraria for speeches or articles prepared on behalf of ABI should be declined or remitted to ABI.

**Contractual Matters**

ABI will not make payments to or receive payments from any party in order to induce the award of a contract or the extension of favorable rates. These types of payments are deemed to be bribes and may subject the violator to criminal sanctions.

**Code of Violations**

*Ethics Officer*

The General Counsel of ABI shall serve as the Ethics Officer. Any violation of this Code must be reported immediately to the General Counsel. The duties of the Ethics Officer shall include:
• Review alleged violations of the Code, ABI policies, or any other law or regulation;
• Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically;
• Advise Covered Persons regarding ethics questions and concerns; and,
• Propose updates to the Code, as necessary.

Reporting Violations
Covered Persons should promptly report any information indicating that another Covered Person is engaged in or plans to engage in prohibited conduct, a person or entity associated with ABI is engaged in or plans to engage in prohibited conduct, or that a Covered Person has been instructed, directed, or requested to engage in prohibited conduct.

If a Covered Person has concerns regarding any ethics or compliance issue, immediately contact the Ethics Officer at (404) 477-3690. All reports regarding an alleged violation or ethics matter will be reviewed and investigated in a timely manner. The Ethics Officer may share ethical matters with the President and CEO and the Executive Team of ABI. The Ethics Officer and President and CEO may consult with outside counsel, as necessary, to address ethics issues and concerns.

Any concern regarding conduct of the Ethics Officer should be reported to the President and CEO of ABI.

Neither ABI nor any Covered Persons will retaliate against employees who, in good faith, report any alleged violation or ethics matter.

Investigations and Hearings

The Ethics Officer shall conduct a preliminary investigation of any alleged violation. If he or she determines there to be probable cause to believe that there is a violation, then the Ethics Officer will recommend action in a written report to the members of the Executive Team, which shall include the COO and the CFO.

If the Executive Team also finds there to be probable cause supporting the complaint, then the Ethics Officer shall notify the complainant and the subject of the complaint. The Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Executive Team shall determine (1) whether the subject of the complaint has violated the Ethics Policy or other ABI policies and procedures and, if so (2) what disciplinary action should be taken. The Executive Team may take into consideration the recommendation from the Ethics Officer.

The Executive Team’s decision shall be governed by the preponderance of the evidence standard. The decision of the Executive Team shall be presented to the President and CEO for approval. The decision of the President and CEO is final except in the event of termination of an employee for violation of this Ethics Policy and/or other ABI policies and procedures.

In the event that the President and CEO recommends termination of an employee for violation of
the Ethics Policy and/or other ABI policies and procedures, the employee may appeal said action to the Board of Directors. The appeal will not be a full evidentiary hearing before the Board of Directors, only a review of the process and the disciplinary action. The decision of the Board of Directors shall be final.
EXHIBIT D
SUBMITTAL FORMS

D.1: STATEMENT OF QUALIFICATIONS SUBMISSION FORM

D.2: DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

D.3: GOOD FAITH EFFORT AFFIDAVIT

D.4: CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

D.5: O.C.G.A. § 50-36-1(e)(2) S.A.V.E. AFFIDAVIT

D.6: CONTRACTOR AFFIDAVIT OF COMPLIANCE WITH O.C.G.A §13-10-91(b)(1)

D.7: CERTIFICATION FORM

D.8: SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91


RECEIPT OF ADDENDA (addenda signature page)
EXHIBIT “D.1”

STATEMENT OF QUALIFICATIONS SUBMISSION FORM

DESIGN SERVICES for the ATLANTA BELTLINE NORTHEAST TRAIL

(Name of Respondent)

The above Respondent hereby submits its Statement of Qualifications, consisting of the following items:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

By signing below, the above Respondent hereby certifies that to the best of the Respondent’s knowledge and belief:

1. The Respondent has received and considered complete copies of Addenda numbered _____ through ______. (As applicable)

2. The Respondent has reviewed and considered all materials and items supplied by ABI.

3. The Respondent, other Major Participants and key personnel indicated in its Statement of Qualifications will be used on this Project in the same manner and to the same extent as so indicated.

4. All of the statements, representations, covenants and/or certifications set forth in the Respondent’s Statement of Qualifications are complete and accurate as of the date hereof.

5. All representations and/or certifications required of the Respondent by the RFQ are complete and accurate.

6. The person signing below is legally authorized to do so.
Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: __________ .

RESPONDENT

_________________________  __________________________
Date  Signature

By: __________________________
    [Name and Title Printed]

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
**DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN**

PROPOSAL PERCENTAGE MBE: ______________

PROPOSAL PERCENTAGE FBE: ______________

PROPOSAL PERCENTAGE SBE: ______________

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL PROJECT = ________________%

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<tr>
<th>DBE Firm Name</th>
<th>Description of Work</th>
<th>% Of Project</th>
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TOTAL

GOOD FAITH EFFORT AFFIDAVIT

DBE Participation Policy

The ABI DBE Participation Policy establishes subcontracting goals for all prospective bidders (ITB), offerors (RFP), and respondents (RFQ) to ensure a reasonable degree of DBE participation in ABI contracts. It is the goal of ABI that a certain percentage of work under each contract be executed by one or more DBEs.

The successful bidder/selected submitter shall agree to meet the established goals or must demonstrate and document a “good faith effort” to include DBEs in subcontracting opportunities. The successful Respondent who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from DBEs may be denied award of the contract by ABI based on the contractor’s failure to be a “responsive” respondent, offeror or bidder.

By signing below, I agree to provide ABI with a completed copy of all forms required by the DBE Participation policy. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my submission or proposal may be deemed “non-responsive” and I may be denied award of the contract.

Procurement title: ______________________________________________________________

Date _____________________________

Name of Respondent ______________________________________________________________

______________________________       _________________________________
Printed Name of Certifying Official of Respondent                 Title
GOOD FAITH EFFORT ASSESSMENT

(To be completed immediately following Notice of Award)

Consultant Name: ____________________________________________________________

Date: ____________________________

Consultant Address: __________________________________________________________

Contract Name: _____________________________________________________________

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<th>Criteria to be used to determine contractor’s good faith effort in achieving the Agency’s DBE goals.</th>
<th>Meets Criteria please circle</th>
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<tr>
<td>1. Attended any pre-solicitation or pre-bid meetings.</td>
<td>Yes</td>
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</table>

Comments:

2. Advertised contracting opportunities.                                                          | Yes | No             |

Comments:

3. Written notice to a reasonable number of specific DBEs.                                       | Yes | No             |

Comments:

4. Followed up with interested firms.                                                            | Yes | No             |

Comments:

5. Selected portions of work to be done by DBEs.                                                 | Yes | No             |

Comments:

6. Provided adequate information about requirements.                                             | Yes | No             |
Consultant’s Authorized Signature and Date

The foregoing assessment from _______________________________________________________ consultant/vendor has made/not made (please circle) a good faith effort for this contract.

Signature and Date:

______________________________________________________________________________

DBE Program Manager

Signature and Date:

______________________________________________________________________________

Procurement Officer
CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Respondent's Name: ("Respondent")

Respondent's attention is directed to provisions of the Request for Statements of Qualifications (RFQ) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Respondents are advised that certain firms will not be allowed to participate on any Respondent's team for the Project because of their work with ABI or the City of Atlanta in connection with the Project or the Project's procurement. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ for the Project.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the Respondent’s team (including the Respondent, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ.

Respondent shall disclose (a) any current contractual relationships with ABI or the City of Atlanta (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI board member, officer or employee, and City of Atlanta elected or appointed official, officer or employee, or any ABI board member, if Respondent is awarded the Contract. Respondent shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFQ. Respondent shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFQ, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Respondent or a member of Respondent's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.
2. **Explanation**

In the space provided below, and on supplemental sheets as necessary, identify steps the Respondent or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

---

3. **Certification**

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Certification of No Organizational Conflict of Interest, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my Statement of Qualifications (SOQ) is subject to disqualification and/or my contract is subject to termination. I also understand that if ABI determines that an organizational conflict exists, my SOQ is subject to disqualification and/or my contract is subject to termination.

---

Signature  

________________________________________

Name  

________________________________________

(type or print)
Title ____________________________________

Business Name_____________________________________________________

Date___________________   ________, 201___

FOR OFFICIAL ABI USE ONLY:

Upon review of the SOQ submitted in this certification, it is my determination that an Organizational conflict _____ does / _____ does not exist.

__________________________________________  ____________________
Vice President and General Counsel     Date

Atlanta BeltLine, Inc.
By executing this affidavit under oath, as an applicant for a Consulting Services contract with Atlanta BeltLine, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta BeltLine, Inc.:

1) ______________ I am a United States Citizen.

2) ______________ I am a legal permanent resident 18 years of age or older.

3) ______________ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

____________________________________________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed on__________, 20__ in _____________ (city), ______ (state).

By:_________________________________
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 _____________, 20__.

________________________NOTARY PUBLIC

My Commission Expires: __________ (NOTARY SEAL)
EXHIBIT “D.6”

Contractor Affidavit under O.C.G.A. §13-10-91

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 ATLANTA BELTLINE, INC. 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 program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

____________________________________________
Federal Work Authorization User Identification Number

____________________________________________
Date of Authorization

____________________________________________
Name of Contractor

____________________________________________
Name of Project

____________________________________________
Name of Public Employer

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

Executed on__________, 20__ in _____________ (city), ______ (state).

By:_________________________________
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 ______________, 20__.

________________________NOTARY PUBLIC

My Commission Expires: ___________ (NOTARY SEAL)
EXHIBIT “D.7”
RESPONDENT CERTIFICATION FORM

I, _______ (name of Respondent), being duly sworn, state that
I am ___ (title) of _________________ (firm) and hereby duly certify that I have read and understand the
information presented in the attached Request for Statements of Qualifications (RFQ) and any enclosure and
exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the RFQ is full, complete,
and truthful.

I further certify that the Respondent and any principal employee of the Respondent has not, in the immediately
preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their
professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the Respondent has not in the immediately preceding five (5) years been defaulted in any
federal, state or local government agency contract and further, that the Respondent is not now under any notice
of intent to default on any such contract.

I acknowledge, agree and authorize and certify that the Respondent acknowledges, agrees and authorizes, that ABI
may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the
Respondent and that ABI may contact any individual or entity named in the response to the RFQ and any other
documents deemed responsive for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the response to the RFQ is submitted for the
express purpose of inducing ABI to award a contract.

A material false statement or omission made in conjunction with this RFQ is sufficient cause for suspension or
debarment from further contracts, or denial of rescission of any contract entered into based upon this bid thereby
precluding the firm from doing business with, or performing work for, ABI. In addition, such false statement or
omission may subject the person and entity making the bid to criminal prosecution under the laws of the State of
Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C §§1001 or 1341.

Executed on __________, 20__ in _____________ (city), _______ (state).

By: ________________________________________________
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 ______________, 20__.

________________________ NOTARY PUBLIC

My Commission Expires: __________ (NOTARY SEAL)
EXHIBIT “D.8”
Subcontractor Affidavit under O.C.G.A. § 13-10-91

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 ___________________(insert name of Contractor) on behalf of ATLANTA BELTLINE, INC. 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. Additionally, the undersigned Subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the Contractor within five business days of receipt. If the undersigned Subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned Subcontractor must forward, within five business days of receipt, a copy of the notice to the Contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____________________________________________
Federal Work Authorization User Identification Number

_________________________________________
Date of Authorization

_________________________________________
Name of Subcontractor

_________________________________________
Name of Project

_________________________________________
Name of Public Employer

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

Executed on _____ ___, 20__ in _____________ (city), ______ (state).

By:__________________________________________________________________________
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 ____________________, 20__.

_________________________________________
NOTARY PUBLIC

My Commission Expires: ________________________________ [NOTARY SEAL]
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

By executing this affidavit, the undersigned sub-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 for ___________________________(name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and _________________________(name of Contractor) on behalf of ATLANTA BELTLINE, INC. 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 sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to _____________________________(name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to __________________________(name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

_____________________________________________
Federal Work Authorization User Identification Number

________________________________
Date of Authorization

____________________________________
Name of Sub-subcontractor

____________________________________
Name of Project

____________________________________
Name of Public Employer

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

Executed on ______ ___, 20__ in _____________ (city), ______(state).

By: ______________________________________
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: ____________
[NOTARY SEAL]
THIS AGREEMENT REGARDING DESIGN ENGINEERING AND CONSULTING SERVICES (herein called this “Agreement”) is made and entered into as of the ____ day of _____, 201_ between ATLANTA BELTLINE, INC., a Georgia nonprofit corporation (“ABI”) and ______________________ (entity name), a _____________________ (describe type of business entity) (“Design Engineer”).

BACKGROUND STATEMENT

WHEREAS, ABI desires to engage a Design Engineer for the purpose of providing design engineering and consulting services required to design the Atlanta BeltLine Northeast Trail between Monroe Drive and the Lindbergh MARTA Station in Atlanta, Georgia, to assist ABI in bidding the construction phase of the project, and provide construction administration services (the “Project”); and

WHEREAS, Design Engineer agrees to provide certain design engineering and consulting services related thereto as required pursuant to the scope of work defined on Exhibit D of this Agreement as Project Services; and

WHEREAS, ABI and Design Engineer desire to execute and enter into this Agreement for the purpose of setting forth their agreement with regard to the foregoing.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

Engagement of Design Engineer.

In accordance with the terms and conditions of this Agreement, ABI hereby engages Design Engineer to perform design engineering and consulting services necessary for the Project, on the real property located in the City of Atlanta (“COA”), The Atlanta Development Authority d/b/a Invest Atlanta (“IA”), and State of Georgia right-of-way (ROW), consisting of a part of the Atlanta BeltLine corridor described as follows:

Design

The Design Engineer will be responsible for designing a concrete multi-use path between Monroe Drive and the Lindbergh MARTA Station, north of Lindbergh Drive, as depicted on Exhibit “A”, attached hereto and incorporated herein by this reference (“the Property”). The typical in-corridor section will account for adjacent and parallel double track light rail transit, as well as additional design elements such as: planting; lighting; retaining walls; vertical connections to adjoining streets; storm drainage management (with a focus on green infrastructure); steam bank restoration and mitigation (as it relates to crossing Peachtree Creek); signage and wayfinding; and the replacement and rehabilitation of bridges. At access
points where the trail is outside of the pre-existing railroad corridor ROW, the Project shall include design for an appropriately sized mainline Atlanta BeltLine multi-use path and buffers, along with streetscape and complete street conversion improvements on intervenning streets.

Design Engineer hereby accepts such engagement and agrees to perform the Project Services (as hereinafter defined) in accordance with the terms and conditions of this Agreement.

Scope of Project Services; Design Engineer Responsibilities.

a. Design Engineer shall provide the services described in Exhibit B attached hereto and incorporated herein (collectively, the “Project Services”) in accordance with the terms and conditions of this Agreement.

b. Design Engineer shall be responsible for managing all matters pertaining to the Project Services, and for managing the performance of all its sub-consultants providing services pertaining to the Project Services, as described in Exhibit B. The Design Engineer shall not change the composition of its team or alter the scope of the work or percentage of the Project Fee any sub-consultant is entitled to receive without express written approval by ABI.

c. Design Engineer shall diligently cause the Design Engineering and consulting services to be prepared in a timely manner and submitted to ABI for approval in accordance with the timeframes specified on Exhibit B attached hereto and incorporated herein by reference.

d. Design Engineer shall, during the term of this Agreement, be solvent and fully able to meet its obligations described herein when they become due.

e. The Design Engineer will exercise the professional standard of care to comply with all published local, state and federal laws and regulations in effect during this Agreement, including but not limited to the ones listed in Sections 7 and 8.

Timeframe for Project Completion

Design Engineer shall perform the Design Engineering Services by June 30, 2024. All project elements in the scope of services must be completed and designed in accordance with the basis of design approved by ABI and all Governmental Requirements of all Governmental Authorities having jurisdiction with respect thereto. For the purposes of this Agreement, “Governmental Authority” means the United States and the State of Georgia, and any county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States or the State of Georgia, or any county, city or political subdivision thereof; and “Governmental Requirement” means any constitution, law, statute, code, ordinance, resolution, rule, regulation, requirement, directive, judgment, writ, injunction, order, decree or demand of any Governmental Authority.

Limitation on Expenditures.

Except for expenditures approved in advance in writing by ABI, Design Engineer shall not have the power or authority to make any expenditure or incur any expense or obligation on behalf of ABI in connection with the Project. Design Engineer shall bear all costs in connection with the performance of the Project Services.
**Independent Design Engineer; No Partnership or Joint Venture.**

ABI engages Design Engineer as an independent contractor to provide design engineering, construction administration, and bidding support, services. Design Engineer shall be responsible for hiring employees and determining the methodology for performance of the Project Services in accordance with the requirements of this Agreement. Design Engineer shall have no authority to act on behalf of ABI unless that authority is expressly delegated herein. It is the intention of the parties that Design Engineer shall be an independent contractor and nothing herein shall be construed as inconsistent with that status. Nothing contained in this Agreement shall constitute or be deemed or construed to create a partnership or joint venture between ABI and Design Engineer.

**Confidentiality.**

The terms and conditions of this Agreement are and will remain confidential, and neither party will discuss or disclose any of them except with the prior written consent of the other (which will not be unreasonably withheld) and except to the extent applicable law (including, without limitation, the provisions of Georgia’s Open Records Act as defined in the General Terms and Conditions) or enforcement of its terms requires public disclosure. In the event of any such required disclosure, the party making the disclosure will give the other party prior written notice of such disclosure, and the disclosing party will seek (or permit ABI to so seek) a protective order or other protective arrangement as and to the extent permitted by applicable law. Any notice required under this provision shall be given as soon as practicable after receipt of the request for disclosure by the other party. Design Engineer agrees that ABI has the right to take any actions necessary to avoid any penalties against it or its directors, officers or employees under applicable Georgia law (including, without limitation, Georgia’s Open Records Act) for failure to comply with any such request for public disclosure and as such, Design Engineer waives any claim it may have against ABI for release of such requested documents as long as ABI has given Design Engineer at least two (2) business days prior written notice of the request and of its intent to release the documents, before releasing said documents.

a. **As to ABI.** As a result of Design Engineer’s activities pursuant to this Agreement, Design Engineer will become aware of information concerning ABI’s operations, including particularly the materials and information set forth in Section 4 and information as to ABI’s plans and activities not generally available to the public (collectively the “Protected Information”). Design Engineer acknowledges that the Protected Information is ABI’s proprietary and confidential information, and agrees that the Protected Information: (i) is and shall remain the property of ABI; (ii) shall be treated by Design Engineer as secret and confidential; (iii) shall not be used by Design Engineer except to carry out its obligations set forth in this Agreement; and (iv) shall not be disclosed by Design Engineer to third parties without ABI’s express prior written consent (which may be withheld for any reason or for no reason).
The foregoing obligations of confidentiality shall continue for a period of three (3) years after termination or expiration of this Agreement, unless and until it can be clearly demonstrated by Design Engineer that the Protected Information: (i) was known to Design Engineer prior to its being disclosed to Design Engineer by ABI (but only if Design Engineer promptly notifies ABI in writing of its current knowledge and ABI is otherwise prejudiced by any failure to receive notice); (ii) was in the public domain by publication when received by Design Engineer from ABI or later comes into the public domain by publication through no act or fault of Design Engineer or its agents, employees, subconsultants, licensees, invitees, representatives or affiliates; (iii) was disclosed to Design Engineer by a third party having the right to possess this information (other than ABI, the City, IA or their respective agents, employees or affiliates) and, to the best of Design Engineer’s knowledge, such third party had the further right to disclose it to Design Engineer under conditions permitting Design Engineer to use it and disclose it freely; (iv) such disclosure as required by law or court order; or (v) as to information relating to the acquisition of real estate, until ABI has consummated or permanently abandoned its plan to acquire the subject property or the plan of acquisition (in the case where the subject property is a part of a comprehensive plan of acquisition).

b. Limitations on Design Engineer’s Employees and Agents. Design Engineer shall: (i) limit its employees, agents, subconsultants, licensees, invitees, representatives or affiliates who are provided with Protected Information to those required to be aware of it; (ii) advise such persons that each must comply with the foregoing obligations not to use and not to disclose the Protected Information, including predicing such disclosure to their agreeing to such obligations; (iii) indemnify, and hold ABI harmless against any negligence of such persons to comply with such obligations; and (iv) include the language from this Section 6(b) in any contracts with employees, agents, subconsultants, licensees, invitees, representatives or affiliates.

c. Return of Documents. At the expiration or termination of this Agreement, any and all materials involving Protected Information, including copies and materials containing excerpts of Protected Information, shall be promptly returned to ABI, and any work papers, memoranda or other writings incorporating ABI’s Protected Information and generated by Design Engineer shall be promptly destroyed upon any such termination.

d. Remedies. Except as provided in Section 6(a), each party acknowledges, understands and agrees that a breach of this Section will cause irreparable injury to the other and that no adequate or complete remedy at law is available for such breach. Accordingly, each party (i) agrees that the other will be entitled to enforcement of this Section by injunction or any other remedy available at law and (ii) irrevocably waives any defense based on the adequacy of the remedy at law which might be asserted as a bar to such injunctive relief.

Compensation.

For services rendered in connection with the completion of the Project Services (for sections identified as 4 and 6 in Exhibit A) pursuant to this Agreement, ABI will compensate the Design Engineer (as set forth in Exhibit C attached hereto and incorporated herein) and in the manner provided in the Special Terms and Conditions attached hereto as Exhibit G.

Notwithstanding the foregoing, the not-to-exceed fee (inclusive of labor, profit, overhead, costs, and reimbursable expenses) of the Project shall not exceed $___________, for those design engineering, construction administration, and bidding support services per the
compensation amounts shown in Exhibit C. The Fee is Design Engineer’s full and complete compensation for the performance of duties, services, efforts or activities in connection with the design engineering and consulting outlined in the Project Services whether or not enumerated in this Agreement. Design Engineer shall not be entitled to payment for, or reimbursement of any costs or expense incurred in the performance of the services under this Agreement or otherwise in connection with the completion of the Project, except as expressly provided herein.

a. Progress Payments
   i. Design Engineer will submit a request for payment in an invoice form approved by ABI as soon as possible after the end of each month in which Project Services have been rendered.
   ii. ABI shall make payment to the Design Engineer not later than the 60th day following the receipt of the approved invoice and all related support documentation.
   iii. ABI will also pay or reimburse Design Engineer for reasonable expenses listed in Exhibit G Section 1.1.2 of the Special Terms and Conditions and included in the Not-To-Exceed Amount, incurred or accrued by Design Engineer while rendering consulting services pursuant to this Agreement. Reimbursable expenses shall be submitted to ABI monthly (along with the invoice for the related services rendered) and once approved by ABI, shall be payable within 60 days of approval of the invoice for the same.

b. Additional Documentation Required for Payment
   In addition to other required items, each invoice shall be accompanied by the following, all in form and substance satisfactory to ABI and in compliance with applicable statutes of the State of Georgia:
   
   (i) A current sworn statement from the Design Engineer setting forth the list of all sub-consultants and any material suppliers with whom the Design Engineer has subcontracted, the amount of each such subcontract, the DBE status, if any, and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Plan (Subcontractor/Sub-consultant Utilization and DBE Participation Certification form attached hereto as Exhibit H and incorporated herein by this reference) submitted at the time of the response to the solicitation preceding this Agreement, the amount requested for any sub-consultant or material supplier in the Application for Payment, and the amount to be paid to the Design Engineer from such progress payment.
   
   (ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary attached hereto as Exhibit I and incorporated herein by this reference);

   (iii) Such other information, documentation, certificates and materials as ABI may reasonably require.

Insurance.

a. Throughout the term of this Agreement, Design Engineer shall carry and maintain in force, or cause to be carried and maintained in force, the insurance described in Exhibit F attached hereto and incorporated herein and list ABI, IA, and the COA as an additional insured on the Commercial General Liability and Auto Liability policies.
b. Design Engineer shall, upon ABI’s request, furnish ABI with appropriate certificates evidencing the insurance required to be maintained by Design Engineer hereunder. If Design Engineer for any reason fails to obtain and/or maintain in force any of the insurance required hereunder, then Design Engineer shall, and Design Engineer does hereby agree to, indemnify ABI, IA, and COA and to hold harmless, each of them from, any and all claims, demands, actions, causes of action, third party suits, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees incurred in enforcing this indemnity and otherwise), which arise out of Design Engineer’s negligent performance of the Project Services and against which ABI, IA, and COA would or should have been insured under any required insurance which Design Engineer does not for any reason obtain or maintain in force.

c. With the exception of Worker's Compensation and Professional Liability, each insurance policy maintained by Design Engineer pursuant to this Agreement shall contain a waiver of subrogation clause so that no insurer shall have any claim over or against ABI, IA, or the COA, as the case may be, by way of subrogation or otherwise, with respect to any claims which are insured under any such policy.

d. Design Engineer shall incorporate a copy of the insurance certificate containing the requirements under this Agreement into each and every subcontract with each and every sub-consultant performing services in connection with the Project Improvements of the Project Services, and shall require each and every Sub-consultant of any tier to comply with all such requirements. Design Engineer shall provide a copy of each subcontractor’s insurance certificate listing ABI, IA, and the COA as an additional insured upon execution of this Agreement.

e. Neither the Design Engineer, nor any sub-consultant performing services in connection with the site improvements or the Project Services, shall commence any work of any kind under this Agreement until all insurance requirements hereunder have been complied with and until evidence of such compliance satisfactory to ABI as to form and content has been provided to ABI.

f. Within five (5) business days after written request by ABI, Design Engineer shall make available, through its records or the records of its insurance carrier, all requested information regarding a specific insurance claim.

g. Design Engineer shall cooperate with ABI in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to ABI in connection with the transactions contemplated hereby.

Indemnity of ABI, IA, and COA.

The Design Engineer agrees, to the fullest extent permitted by law, to indemnify, defend (with counsel of such indemnified party’s choosing), and hold harmless ABI, IA, the COA, and their respective agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including but not limited to attorneys’ fees and related expenses, arising out of, related to, or resulting from the negligent performance of such work or services for any assigned portion of the Project (the "Indemnification Obligation"). The Indemnification Obligation shall not be waived or reduced because ABI or the COA approved, required modification of, or did not require modification of any plan, calculation or specification submitted by or on behalf of ABI concerning or relating to any assigned portion of the Project. The Design Engineer shall not be obligated to indemnify ABI, IA, and the COA for the ABI’s, IA’s,
the or COA’s own negligence or willful misconduct, or for the negligence of any other party for whom the Design Engineer is not legally responsible.

Default; Remedies.

If either party defaults in the performance of any of its obligations hereunder, which default continues for a period of ten (10) days after written notice thereof (herein called a "Default"), then the non-defaulting party, in addition to pursuing all other rights, remedies and recourses available at law, may terminate this Agreement by written notice to the other party. If within such ten (10) day period the defaulting party diligently commences curing such default, the non-defaulting party shall grant a thirty (30) day extension during which it shall not terminate this Agreement so long as the defaulting party continues to pursue such cure. After the expiration of all notice and opportunity to cure periods, and if ABI has not waived such Default, ABI may set off any amounts in dispute between ABI and Design Engineer from the amounts due hereunder from ABI to Design Engineer. In the event of the occurrence of a Default hereunder, the prevailing party shall, in addition to its other rights and remedies hereunder, have the right to recover from the party in Default all reasonable direct costs and expenses incurred by the prevailing party in enforcing its rights and remedies hereunder, including reasonable attorneys’ fees. The termination of this Agreement by either ABI or Design Engineer by reason of Default by the other party shall not relieve either party of any of its duties and obligations accrued under this Agreement prior to the effective date of such termination.

ABI’s Duties.

a. ABI shall compensate Design Engineer for all fees earned hereunder in accordance with the terms and conditions on Exhibits B and C attached hereto and incorporated herein through the date of termination, subject to any claims ABI have arising out of Design Engineer’s default in performance hereunder.

b. ABI shall use commercially reasonable efforts to review deliverables and provide written comments to Design Engineer such that the deliverables can be approved by ABI within a reasonable period of time after they are submitted to ABI.

c. ABI shall be responsible for all Hazardous Materials at the Property, which shall include any Hazardous Materials existing on the Property as of the Effective Date of the Agreement, whether or not detected by Design Engineer or otherwise, and any Hazardous Materials brought to the Property by any party other than Design Engineer, anyone employed by them, or anyone for whose acts Design Engineer may be liable, including, at ABI’s sole cost and expense: (i) for the proper handling, storage, collection, containment, removal, transportation and disposal from the Property of all such Hazardous Materials, and (ii) for any environmental condition caused by such Hazardous Materials. ABI’s obligations shall include obligations with respect to a release or discovery of Hazardous Materials by Design Engineer or its subcontractors that have been or are brought to the foregoing areas by third parties other than the Design Engineer, a subcontractor, anyone employed by them, or anyone for whose acts Design Engineer or any subcontractor may be liable.
a. **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

b. **Notices.** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. If not otherwise provided hereunder, all notices, demands or requests may be sent to any party hereto or any assignee of any party and shall be deemed to have been properly given or served on the date personally delivered to the named individuals below or on the date of mailing if such is deposited in the United States Mail, addressed to such party, postage prepaid, and registered or certified with return receipt requested, at the addresses set forth below. However, the time period in which a response to any notice, demand, or request must be given, if any, shall commence to run from the date of receipt of the notice, demand or request by the addressee thereof, as indicated on the signed receipt. Rejection or other refusal to accept shall be deemed to be receipt of the notice, demand or request sent.

If to ABI:  
Atlanta BeltLine, Inc.  
100 Peachtree Street, NW  
Suite 2300  
Atlanta, GA 30303  
Attn: Shaun Green, Senior Transportation Engineer  
Phone: (404) 477-3667  
Email: sgreen@atlbeltline.org

With a copy to:  
Atlanta BeltLine, Inc.  
100 Peachtree Street, NW  
Suite 2300  
Atlanta, GA 30303  
Attn: Nina R. Hickson, Vice President and General Counsel  
Phone: (404) 477-3690  
Email: nhickson@atlbeltline.org

If to Design Engineer:

____________________________
____________________________
____________________________
Attn:
Phone:
Email:

With a copy to:

____________________________
____________________________
____________________________
Attn:
Phone:
Email:
c. **Assignment.** Neither party may assign its rights nor delegate its duties hereunder without the prior written consent of the other party. No assignment, transfer or delegation, whether by merger or other operation of law or otherwise, of any rights or obligations under this Agreement by a party will be made without the prior written consent of the other party (which will not be unreasonably withheld or delayed); provided, however, that given the personal nature of the services to be provided by Design Engineer to ABI pursuant to this Agreement, it is not expected that ABI will consent to Design Engineer’s assignment, transfer or delegation. Notwithstanding anything else contained in this paragraph the parties acknowledge that ABI may assign this Agreement without Design Engineer’s consent to the COA or to any entity then charged with the implementation of the Atlanta Beltline Project or the program, or to any person ABI controls, is controlled by or is in common control with or (upon notice to Design Engineer) involves a joint venture as to which it owns a substantial interest. This Agreement is binding upon the parties and their respective legal representatives, heirs, devisees, legatees or other successors and assigns and inures to the benefit of the parties and their respective permitted legal representatives, heirs, devisees, legatees or other permitted successors and assigns.

d. **Certain Additional Definitions.** For purposes of this Agreement (whether or not underlined): (i) “applicable law” means each provision of any constitution, statute, law, rule, regulation, decision, order, decree, judgment, release, license, permit, stipulation or other official pronouncement enacted, promulgated or issued by any governmental authority or arbitrator or arbitration panel; (ii) “governmental authority” means any legislative, executive, judicial, quasi-judicial or other public authority, agency, department, bureau, division, unit, court or other public body or person; (iii) “party” and “parties” and variations of such means each or all, as appropriate, of the persons who have executed and delivered this Agreement, each permitted successor or assign of such a party, and when appropriate to effect the binding nature of this Agreement for the benefit of another party, any other successor or assign of such a party; (iv) “person” means any individual, sole proprietorship, partnership, corporation, joint venture, limited liability company, estate, trust, unincorporated organization, association, institution, or other entity or governmental authority; (v) “will” has the same meaning as “shall” and thus means an obligation and an imperative and not a futurity; and (vi) “this Agreement” includes any amendments or other modifications and supplements, and all exhibits and other attachments, to it.

e. **Certain Rules of Agreement.** For purposes of this Agreement: (i) “Section,” “Subsection,” “Exhibit” or “Appendix” refers to such item of or to this Agreement; (ii) titles and captions of or in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions; (iii) whenever the context requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other gender; (iv) each exhibit and schedule referred to in this Agreement and each attachment to any of them or this Agreement is hereby incorporated by reference into this Agreement and is made a part of this Agreement as if set out in full in the first place that reference is made to it; and (v) acknowledging that the parties have participated jointly in the negotiation and drafting of this Agreement, if an ambiguity or question of intent or interpretation arises as to any aspect of this Agreement, then it will be construed as if drafted jointly by the parties and no presumption or burden of proof will arise favoring or disadvantaging any party by virtue of the authorship of any provision of this Agreement.

f. **Integration; Amendment; Waiver.** This Agreement (including all schedules, exhibits and terms and conditions (whether general or special) attached hereto) constitutes the entire agreement of the parties with respect to its subject matter, supersedes all prior
agreements, if any, of the parties with respect to its subject matter, and may not be amended except in writing signed by both parties. The failure of any party at any time or times to require the performance of any provision of this Agreement will in no manner affect the right to enforce such provisions; and no waiver by any party of any provision (or of a breach of any provision) of this Agreement, whether by conduct or otherwise, in any one or more instances, will be deemed or construed either as a further or continuing waiver of any such provision or breach or as a waiver of any other provision (or of a breach of any other provision) of this Agreement.

g. **Dispute Resolution/Judicial Proceedings.** ABI and Design Engineer shall endeavor to resolve claims, disputes and other matters in question between them amicably, first by senior leadership discussion and, if necessary, then by mediation which, unless the parties agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association or J.A.M.S. The request may be made concurrently with the institution of legal proceedings but, in such event, mediation shall proceed in advance of legal proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of the institution of legal proceedings, unless stayed for a longer period by agreement of the parties or court order. The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in Atlanta, Fulton County, Georgia, unless another location is mutually agreed upon by the parties. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. If either party hereto shall file for arbitration or bring suit against the other party to enforce the terms of this Agreement, the losing party shall pay to the prevailing party, and the arbitrator must award the prevailing party (as determined by the court or arbitrator in such litigation or arbitration), the prevailing party’s costs and expenses incurred in such action, including reasonable attorney’s fees.

The parties mutually agree that a similar dispute resolution clause shall be contained in all other contracts and all subcontracts executed by Design Engineer. All actions or proceedings relating to this Agreement (whether to enforce a right or obligation or obtain a remedy or otherwise) will be brought solely in the state or federal courts located in or for Fulton County, Georgia. Each party hereby unconditionally and irrevocably consents to the jurisdiction of such courts and waives its rights to bring any action or proceeding against the other party except in such courts. By execution of this Agreement, ABI and the Design Engineer EXPRESSLY WAIVE ALL RIGHTS TO TRIAL BY JURY REGARDING ANY DISPUTE OR CLAIM RELATING TO THIS AGREEMENT (AND THE DESIGN ENGINEER’S WORK HEREUNDER) THAT RESULTS IN LITIGATION.

h. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Georgia.

i. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which shall constitute one document.

j. **Entireties, Beneficiaries.** This Agreement represents the entire Agreement between ABI and Design Engineer with regard to the construction of the Project and performance of the Project Services and all prior agreements are superseded hereby. This Agreement is for the sole benefit of ABI, IA, COA, and Design Engineer and no other party is benefited hereby. This Agreement creates contractual rights only between ABI, IA, COA, and Design Engineer, and Design Engineer has no lien rights in or to the Property.
k. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

l. **Severability.** If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

m. **Non-Waiver.** Failure by either party to complain of any action, non-action or default of the other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by either party of any right arising from any default of the other party shall not constitute a waiver of any other right arising from a subsequent default of the same obligation or for any other default, past, present or future.

n. **Rights Cumulative.** All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law or equity.

o. **Prompt Responses.** The parties mutually agree to exercise their mutual and separate good faith and reasonable efforts to consider and respond promptly and as expeditiously as is reasonably possible, notwithstanding any time period provided in this Agreement. Notwithstanding any other provision of this Agreement, the Design Engineer shall not have liability for or be deemed in breach because of delays caused by any factor outside of its reasonable control, including but not limited to natural disasters, adverse weather, third parties, or governmental agencies.

p. **Modifications.** This Agreement shall not be modified or amended in any respect except by a written agreement executed by ABI and the Design Engineer in the same manner as this Agreement is executed.

q. **Community Engagement.** Design Engineer hereby acknowledges that a critical portion of the Atlanta BeltLine Project’s success lies with its commitment to community engagement. In support of this process, Design Engineer hereby agrees to attend an informative meeting with the Director of Planning and Community Engagement (the “Director”) for ABI to develop a process for engaging the community in this Project, and to cooperate with the Director throughout ABI’s community engagement process.

r. **Information Provided by ABI or By Others.** The Design Engineer will rely upon the accuracy and completeness of all documents, surveys, reports, plans and specifications provided by ABI or its agents or by others for whom the Design Engineer is not legally responsible. ABI acknowledges that verifying the accuracy and completeness of such items is not part of the Design Engineer’s scope of services.

s. **Professional Standard of Care.** In performing its professional services, the Design Engineer will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession in the same locality at the time the
services are provided. Design Engineer shall correct any design deficiencies which fail to
adhere to this standard at Design Engineer’s own expense.

t. **Ownership of Documents.** ABI acknowledges the Design Engineer’s design
documents, including electronic files, are instruments of professional service. Nevertheless, the final design documents, including electronic files, prepared under this
Agreement shall become the property of ABI upon completion of the services and
payment in full of all monies due to the Design Engineer. Prior to completion of the
design documents, the Design Engineer will provide work product (including electronic
files) as necessary to review the progress of the work and said work can be shared with
team members involved with funding or reviewing this project.
Executed effective as of the Effective Date.

ATLANTA BELTLINE, INC.
a Georgia non-profit corporation

By: __________________________
    Brian P. McGowan
    President and CEO

Attested to:

By: __________________________
    Nina R. Hickson
    Assistant Secretary

Approved as to Form:

By: __________________________
    Nina R. Hickson
    Vice President & General Counsel

Funding Source: FHWA, 2016 Bonds

(ADDITIONAL SIGNATURES ON THE NEXT PAGE)
REQUEST FOR QUALIFICATIONS
Northeast Corridor Trail

DESIGN ENGINEER:

By: __________________________________
Signature

______________________________
Name (Typed or Printed)

______________________________
Title

CORPORATE SEAL

Attested to:

By: __________________________________
Signature

______________________________
Name (Typed or Printed)

______________________________
Title
EXHIBIT A

(THE PROPERTY)
EXHIBIT B
HOURLY RATES SCHEDULE
EXHIBIT E

FEDERAL AND STATE REQUIREMENTS

1. Federal Changes - The Design Engineer shall exercise the professional standard of care in its efforts to comply with laws and regulations in effect as of the date of this Agreement. Design changes made necessary by unexpected interpretations or changes in laws or regulations shall entitle the Design Engineer to reasonable adjustments in schedule and compensation. ABI acknowledges that the laws and regulations of various governmental entities having jurisdiction over the project are sometimes in conflict, and in that circumstance the Design Engineer’s sole obligation is to exercise the professional standard of care in an effort to resolve such conflicts.

2. Drug Free Workplace - The Design Engineer shall comply with the terms of the State of Georgia and the U.S. DOT regulations for Drug Free Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

3. Debarment and Suspension - The Design Engineer shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subconsultants engaged to perform services under the Agreement.

4. Program Fraud and False or Fraudulent Statements or Related Acts - The Design Engineer acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Design Engineer certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Design Engineer further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Design Engineer to the extent the Federal Government deems appropriate.

The Design Engineer also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Design Engineer, to the extent the Federal Government deems appropriate.

The Design Engineer agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultants who will be subject to the provisions.

5. Lobbying - Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.], Design Engineers (such as the Design Engineer) who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying" as described below.

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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 an officer or employee of an agency, a 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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

6. Interest of Members of or Delegates to Congress - In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

7. Organizational Conflict of Interest - Prior to entering into this Agreement, the Design Engineer is required to inform ABI of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Design Engineer, or may impact the Design Engineer's objectivity in performing the contract work.


agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Design Engineer agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Design Engineer agrees to comply with any implementing requirements FTA may issue.

Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Design Engineer agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Design Engineer agrees to comply with any implementing requirements FTA may issue.

Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Design Engineer agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Design Engineer agrees to comply with any implementing requirements FTA may issue.

The Design Engineer also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. Clean Air - The Design Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Design Engineer agrees to report each violation to ABI and understands and agrees that ABI will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Design Engineer also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

10. Clean Water - The Design Engineer agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Design Engineer agrees to report each violation to ABI and understands and agrees that ABI will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Design Engineer also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Access to Records and Reports – The Design Engineer agrees to provide ABI, and as and to the extent applicable, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to final design documents, papers and records of the Design Engineer which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. As and to the extent applicable, the Design Engineer also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Design Engineer access to Design Engineer’s records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a), which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.
The Design Engineer agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Design Engineer agrees to maintain all final design documents, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Design Engineer agrees to maintain same until ABI, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. Energy Conservation - The Design Engineer agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in any state energy conservation plan issued in compliance with the Energy Policy and Conservation Act found at 42 U.S.C. 6321 et seq.

13. Incorporation of Federal Transit Administration (FTA) and Federal Highway Administration Terms and Conditions - The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA, DOT, FHWA and GDOT as a part of its Local Administered Project Manual dated December 1, 2008 as amended, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Design Engineer shall not perform any act, fail to perform any act, or refuse to comply with any ABI requests, which would cause ABI (COA or IA) to be in violation of FTA, FHWA, DOT or GDOT terms and conditions.

14. Disadvantaged Business Enterprise – The Design Engineer, its sub recipients or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Design Engineer shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Design Engineer to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as ABI deems appropriate.

15. Access Requirements For Persons With Disabilities – The Design Engineer agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Design Engineer also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

(1) U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
(2) U.S. DOT regulations, “Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance,” 49 C.F.R. Part 27;
(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and
(9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
(10) Any implementing requirements FTA may issue.

16. Fly America Requirements – The Design Engineer agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Design Engineers are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Design Engineer shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Design Engineer agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. No Government Obligation to Third Parties - ABI and Design Engineer acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ABI, Design Engineer, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement.

Design Engineer agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultants who will be subject to its provisions.

18. Termination. Pursuant to 29 U.S.C. Part 18, ABI and Design Engineer agree to the following termination provisions, which shall apply to all subcontractors:

a. Termination for Convenience (General Provision) ABI may terminate this contract, in whole or in part, at any time by written notice to the Design Engineer when it is in the Government's best interest. The Design Engineer shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Design Engineer shall promptly submit its termination claim to ABI to be paid the Design Engineer. If the Design Engineer has any property in its possession belonging to ABI, the Design Engineer will account for the same, and dispose of it in the manner ABI directs.

b. Termination for Default [Breach or Cause] (General Provision) If Design Engineer does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services, the Design Engineer fails to perform in the manner called for in the contract, or if the Design Engineer fails to comply with any other provisions of the contract, ABI may terminate this contract for default. Termination shall be effected by serving a notice of termination on the Design Engineer setting forth the manner in which the Design Engineer is in default. The Design Engineer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract.
If it is later determined by ABI that the Design Engineer had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Design Engineer, ABI, after setting up a new delivery of performance schedule, may allow the Design Engineer to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision). ABI, in its sole discretion may, in the case of a termination for breach or default, allow the Design Engineer [an appropriately short period of time] in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Design Engineer fails to remedy to ABI's satisfaction the breach or default or any of the terms, covenants, or conditions of this Contract within ten (10) days after receipt by Design Engineer or written notice from ABI setting forth the nature of said breach or default, ABI shall have the right to terminate the Contract without any further obligation to Design Engineer. Any such termination for default shall not in any way operate to preclude ABI from also pursuing all available remedies against Design Engineer and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that ABI elects to waive its remedies for any breach by Design Engineer of any covenant, term or condition of this Contract, such waiver by ABI shall not limit ABI's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional or Transit Service Contracts) ABI, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, ABI shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Default (Supplies and Service) If the Design Engineer fails to deliver supplies or to perform the services within the time specified in this contract or any extension or if the Design Engineer fails to comply with any other provisions of this contract, ABI may terminate this contract for default. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature of the default. The Design Engineer will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner or performance set forth in this contract.

If, after termination for failure to fulfill contract obligations, it is determined that the Design Engineer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

g. Termination for Default (Transportation Services) If the Design Engineer fails to pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension or if the Design Engineer fails to comply with any other provisions of this contract, ABI may terminate this contract for default. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature of default. The Design Engineer will only be paid the contract price for services performed in accordance with the manner of performance set forth in this contract.

If this contract is terminated while the Design Engineer has possession of Recipient goods, the Design Engineer shall, upon direction of ABI, protect and preserve the goods until surrendered to ABI or its agent. The Design Engineer and ABI shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be resolved under the Dispute clause.

If, after termination for failure to fulfill contract obligations, it is determined that the Design Engineer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ABI.
h. Termination for Default (Construction) If the Design Engineer refuses or fails to prosecute the work or any separable part, with the diligence that will insure its completion within the time specified in this contract or any extension or fails to complete the work within this time, or if the Design Engineer fails to comply with any other provisions of this contract, ABI may terminate this contract for default. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature of the default. In this event, ABI may take over the work and compete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the work site necessary for completing the work. The Design Engineer and its sureties shall be liable for any damage to ABI resulting from the Design Engineer's refusal or failure to complete the work within specified time, whether or not the Design Engineer's right to proceed with the work is terminated. This liability includes any increased costs incurred by the Recipient in completing the work.

The Design Engineer's right to proceed shall not be terminated nor the Design Engineer charged with damages under this clause if-

1. the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Design Engineer. Examples of such causes include: acts of God, acts of ABI, acts of another Design Engineer in the performance of a contract with ABI, epidemics, quarantine restrictions, strikes, freight embargoes; and

2. the Design Engineer, within [10] days from the beginning of any delay, notifies ABI in writing of the causes of delay. If in the judgment of ABI, the delay is excusable, the time for completing the work shall be extended. The judgment of ABI shall be final and conclusive on the parties, but subject to appeal under the Disputes clauses.

If, after termination of the Design Engineer's right to proceed, it is determined that the Design Engineer was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Recipient.

i. Termination for Convenience or Default (Architect and Engineering). ABI may terminate this contract in whole or in part, for ABI's convenience or because of the failure of the Design Engineer to fulfill the contract obligations. ABI shall terminate by delivering to the Design Engineer a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Design Engineer shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of ABI, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Design Engineer to fulfill the contract obligations, ABI may complete the work by contract or otherwise and the Design Engineer shall be liable for any additional cost incurred by ABI.

If, after termination for failure to fulfill contract obligations, it is determined that the Design Engineer was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of ABI.

j. Termination for Convenience of Default (Cost-Type Contracts) ABI may terminate this contract, or any portion of it, by serving a notice or termination on the Design Engineer. The notice shall state whether the termination is for convenience of ABI or for the default of the Design Engineer. If the termination is for default, the notice shall state the manner in which the Design Engineer has failed to perform the requirements of the contract. The Design Engineer shall account for any property in its possession paid
for from funds received from ABI, or property supplied to the Design Engineer by ABI. If the termination is for default, ABI may fix the fee, if the contract provides for a fee, to be paid the Design Engineer in proportion to the value, if any, of work performed up to the time of termination. The Design Engineer shall promptly submit its termination claim to ABI and the parties shall negotiate the termination settlement to be paid the Design Engineer.

If the termination is for the convenience of ABI, the Design Engineer shall be paid its contract close-out costs, and a fee, if the contract provided for payment of a fee, in proportion to the work performed up to the time of termination.

If, after serving a notice of termination for default, ABI determines that the Design Engineer has an excusable reason for not performing, such as strike, fire, flood, events which are not the fault of and are beyond the control of the Design Engineer, ABI, after setting up a new work schedule, may allow the Design Engineer to continue work, or treat the termination as a termination for convenience.

19. Breach and Disputes. Pursuant to 49 C.F.R. Part 18, ABI and Design Engineer agree as follows:

a. Disputes - Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of ABI's Chief Executive Officer. This decision shall be final and conclusive unless within [ten (10)] days from the date of receipt of its copy, the Design Engineer mails or otherwise furnishes a written appeal to ABI. In connection with any such appeal, the Design Engineer shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of ABI shall be binding upon the Design Engineer and the Design Engineer shall abide by the decision.

b. Performance During Dispute - Unless otherwise directed by ABI, Design Engineer shall continue performance under this Contract while matters in dispute are being resolved.

c. Claims for Damages - Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of his employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

d. Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between ABI and the Design Engineer arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which ABI is located.

e. Rights and Remedies - The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the ABI or the Design Engineer shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

20. Buy America - The Design Engineer agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.
EXHIBIT F
INSURANCE REQUIREMENTS

a) Statutory Worker’s Compensation Insurance, including waiver of subrogation in favor of Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance

1. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;

The following additional coverage must apply:

A. 2013 or later ISO Commercial General Liability Form.
B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13
D. Blanket Contractual Liability (included in 1986 or later forms)
E. Broad Form Property Damage (included in 1986 or later forms)
F. Severability of Interest (included in 1986 or later forms)
G. Underground, explosion, and collapse coverage (included in 1986 or later form)
H. Personal Injury (deleting both contractual and employee exclusions)
I. Incidental Medical Malpractice
J. Sudden and Accidental Pollution Coverage
K. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
L. Primary and Non-Contributory wording

c) Automobile Liability Insurance

i. $1,000,000 combined single limit of liability per accident for bodily injury and property damage

ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles

iii. Additional Insured Endorsement

iv. Waiver of Subrogation Endorsement

d) Professional Liability Insurance with limits of $2,000,000 per claim and $4,000,000 in the aggregate.

e) Contractual Liability, Subject to Policy Term, Conditions and Exclusions.

f) Insurance company must be authorized to do business in the State of Georgia.

h) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and The Atlanta Development Authority d/b/a Invest Atlanta.

i) The cancellation provision should provide 30 days’ notice of cancellation (10 days’ notice for cancellation due to non-payment of premium).
j) Insurance company, except worker’s compensation carrier, must have an A.M. Best rating of A- VII or higher. Certain worker’s comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Design Engineer’s broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best’s rating of A- VII or better. Insurance company must be authorized to do business by the Georgia Department of Insurance.

k) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

l) Design Engineer shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The general liability and auto liability Insurance policies required to be provided by Design Engineer will be primary over any insurance program carried by ABI.

m) Design Engineer shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Design Engineer and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate contractors, and subcontractors.

n) Design Engineer waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Design Engineer may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Design Engineer.

o) Design Engineer shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Design Engineer) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).
EXHIBIT G

SPECIAL TERMS AND CONDITIONS

1.1 PAYMENT

1.1.1 The professional fees (inclusive of authorized staffing for program management and administrative services) for establishing a Task will be calculated by multiplying the actual hourly rate as reflected Exhibit B for each personnel category (the "Actual Hourly Rate" or "Actual Hourly Rates"), times the allowed overhead multiplier, times the allowed profit for labor hours, times the actual hours worked, and then adding the total fees for each task. Professional fees will be paid to the DESIGN ENGINEER based on Actual Hourly Rates, provided the fees match the Employee Classification for each discipline based on the DESIGN ENGINEER'S Project Budget and Costs (including the Schedule of Hourly Rates for Project Team Members), listing the DESIGN ENGINEER’S wage rates, and subject to the not-to-exceed compensation amount set forth in the Scope of Services. All Actual Hourly Rates and Personnel submitted with DESIGN ENGINEER’S invoice must be pre-approved by ABI and submitted with a certified payroll. Any changes or additions to the project team staff must be pre-approved by ABI prior to invoice approval. New employees’ pre-approved rates will have no effect on the Actual Hourly Rate for each personnel category. The hourly rates used to determine compensation hereunder shall apply only to time directly attributable to the services performed under the Agreement and shall exclude travel time (i.e., travel time is non-compensable). The Actual Hourly Rates established for each personnel category will be in effect for the initial term of the Agreement. Should ABI elect to extend or renew the Agreement, the Actual Hourly Rates will be adjusted based on the agreement of the parties at that time and will remain fixed for the remainder of the Agreement (as so extended).

1.1.2 In addition to professional fees, ABI will pay DESIGN ENGINEER, at direct cost without markup, and subject to the pre-approved Reimbursable Not-To-Exceed amount based on the proposed scope of services, reasonable and appropriate reimbursable expenses including, but not limited to, the following: printing and reproductions, i.e. blueprints, sepias, photocopies, plotting media, etc., photographs, material and environmental laboratory tests, express delivery charges, permit fees and other expenses pre-approved in writing by ABI. Express delivery charges for DESIGN ENGINEER’S invoices are not reimbursable. Expenses resulting from delays or errors on the part of DESIGN ENGINEER will not be eligible for reimbursement. ABI will not pay DESIGN ENGINEER any expenses for travel, mileage or meals in COA except as provided in paragraph 1.1.2.1. Reimbursable expenses beyond those authorized in individual Tasks will not be paid without the prior express written approval of the expenses by ABI.

1.1.2.1 Travel expenses for out of town personnel will be paid only with the prior express written consent of ABI. Out of town personnel will be eligible for meal and hotel expense reimbursement (excluding alcohol) based upon the current Government rates as established by the United States Government Services Administration (or any successor thereto). Mileage will only be authorized for work involving an unusual amount of travel and must be pre-approved by ABI’s Project Manager. DESIGN ENGINEER shall submit an estimate of the travel expenses for each Task to ABI’s Project Manager for approval prior to incurring any travel expenses.
1.1.3 ABI shall pay the DESIGN ENGINEER only the professional fees necessary to perform a specific Task and DESIGN ENGINEER shall not be paid by ABI for any fees or costs incurred by DESIGN ENGINEER in preparing price proposals for scopes of services or project budgets.

1.1.4 The costs and fees as used herein for payment of DESIGN ENGINEER’S professional services shall mean the Actual Hourly Rate paid to the personnel engaged directly on the Task. The DESIGN ENGINEER and ABI agree that a ten percent (10%) profit on labor costs (Actual Hourly Rate plus allowed multiplier) for consulting services (exclusive of administrative and field inspection personnel), and eight percent (8%) profit on labor cost for administration, field inspection activities, and similar activities, shall be paid on the total labor value of the Task. Separate and lower overhead rates for professional services and/or staff outside of DESIGN ENGINEER’S office (i.e. staff contracted to ABI, if any) shall apply.

1.1.5 Withholding Payment for Unsatisfactory Work. Should any defective or unsatisfactory work be discovered prior to the final acceptance, or should a reasonable doubt arise prior to the final acceptance as to the integrity of any part of the completed Work, payments for such defective or questioned work shall not be allowed until the defect has been remedied and causes for doubt removed.

1.1.6 DESIGN ENGINEER’S books and records shall be available at all reasonable times upon reasonable notice for examination and audit by ABI, state and federal auditors during the term of this Agreement and for a period of three (3) years thereafter. Incomplete or incorrect entries in such books and records will be grounds for disallowance by ABI of any fees or expenses based upon such entries.

1.1.7 Certification of Payment to Subcontractors

DESIGN ENGINEER shall demonstrate that all subcontractors having an interest in the Agreement have received their pro rata share of previous progress payments made to the DESIGN ENGINEER for all Work completed and materials furnished in the previous period. DESIGN ENGINEER shall provide this information on the DBE/Non-DBE Vendor Participation Invoice Summary form, attached hereto as Exhibit I, which shall be included with every invoice submitted by DESIGN ENGINEER to ABI.
EXHIBIT H

SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION CERTIFICATION

Contract: ____________________________________________  Date: as of ______________
Contract Date:__________________________________________
Total Contract Amount:____________________________________

Atlanta BeltLine, Inc. (ABI) strongly encourages participation by Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI is gathering data on the utilization of FBE, MBE, and SBE entities on all contracts. Each contractor or consultant for ABI shall list any and all Female, Minority or Small Business Enterprises (FBE, MBE, and SBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the FBE, MBE, and SBE; and the percentage of the overall Scope of Services provided under the contract.

Contractor/Consultant: ____________________________________________

1. My firm, as the Contractor/Consultant on the above contract (is) _____ (is not) _____ a Female, Minority, or Small Business Enterprise. (Please indicate below the portion of work, including percentage of contract amount, that your firm will carry out directly):
___________________________________________________________________________
___________________________________________________________________________
___________________________________________________________________________

2. If the Contractor/Consultant is a Joint Venture, please indicate by checking here (___) and complete a Joint Venture Disclosure Affidavit. ABI will also need to have a copy of the executed Joint Venture Agreement.

3. Subcontractors/Subconsultants (including suppliers) used or to be utilized in the performance of this project, if awarded, are:

Subcontractor/Subconsultant Name: ____________________________________________
Address ___________________________________________________________________
Phone _______________________________ Contact Person ________________________
Email address: ____________________________
Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________
Work to be Performed _______________________________________________________
Amount awarded $__________   Amount received $__________
Percent of Total Contract Amount______%  Percent of Scope of Services_______%

*Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Female Business Enterprise (FBE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Small Business Enterprise (SBE); as certified by either the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier and Development Council or MARTA.
Phone _______________________________ Contact Person ________________________

Email address: ____________________________

Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed ________________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______%

Subcontractor/Subconsultant Name: _____________________________________________

Address ___________________________________________________________________

___________________________________________________________________________

Phone _______________________________ Contact Person ________________________

Email address: ____________________________

Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed ________________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______%

Subcontractor/Subconsultant Name: _____________________________________________

Address ___________________________________________________________________

___________________________________________________________________________

Phone _______________________________ Contact Person ________________________

Email address: ____________________________

Ethnic Group* _______ FBE/MBE/SBE Certification from (name of agency) ____________

Work to be Performed ________________________________________________________

Amount awarded $__________   Amount received $__________

Percent of Total Contract Amount______%  Percent of Scope of Services_______%

Subcontractor/Subconsultant Name: _____________________________________________

Address ___________________________________________________________________

___________________________________________________________________________

Total Amount of All DBE Subcontractor/Subconsultant Agreements $ ______________
Percentage Value of Total Contract __________
If the contract is completed, please indicate the total amount paid to the above Subcontractors or Subconsultants. $____________________
_________________________________________________________________________________
Total Amount of FBE Subcontractor/Subconsultant Agreements $ _____________________
Total Amount of MBE Subcontractor/Subconsultant Agreements $ _____________________
Total Amount of SBE Subcontractor/Subconsultant Agreements $ _____________________

The undersigned certifies that he/she is legally authorized by the Contractor/Consultant to make the statements and representations in this document and that said statements and representations are true and correct to the best of his/her knowledge and belief.

Contractor/Consultant Name: __________________________________________________________

Signature: _______________________________ Title: _______________________________
Address: ________________________________________________________________________
______________________________________________________________________________

Contact Person for Contract: __________________________________________________________
Telephone No.: ___________________________ Email Address: ________________________
### DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY FORM

**Project Manager**

**Legal**

**Accounting**

**Prime Contractor**

**Address**

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**REQUESTED BY**

**APPROVED BY**

**FINANCIAL SIGN**

**DATE**

**ORIGINAL CONTRACT VALUE**

**AMENDMENTS**

**TOTAL CONTRACT VALUE**

**DATE**

**DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY**