REQUEST FOR QUALIFICATIONS

PROFESSIONAL DESIGN, FABRICATION AND INSTALLATION SERVICES FOR REYNOLDSTOWN COMMUNITY SPACE

STATEMENTS OF QUALIFICATIONS ELECTRONICALLY DUE:
Thursday, February 13, 2020, 3:00 PM, EST
Submit electronically at link below:
https://beltline.org/procurement/#solicitations

Late submittals will not be accepted.

Pre-Submittal Meeting/Site Visit:
Tuesday, January 28, 2020, 3:00 PM, EST
Location: Green space area (on Atlanta BeltLine Corridor) behind Muchacho/Golden Eagle Diner’s Club located at 904 Memorial Drive, Atlanta, Georgia 30316

Questions/Inquiries due by: Friday, January 31, 2020, 3:00 PM, EST
Email questions and inquiries to:
Subrena Clark, Procurement Manager: sclark@atlbeltline.org

RFQ Issued: Tuesday, January 14, 2020
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SECTION 1 - DEFINITIONS AND ABBREVIATIONS

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

Atlanta BeltLine, Inc. (ABI). ABI is a Georgia nonprofit corporation tasked with implementing the Atlanta BeltLine program as the agent of The Atlanta Development Authority d/b/a Invest Atlanta, a funding partner for the Atlanta BeltLine program, the developer of assets, project manager and technical lead for the Project (as defined below), and the contracting entity on behalf of Invest Atlanta.

Agreement. The document executed by ABI and the Design Consultant entitled “Design and Consulting Services Agreement,” the sample form of which is included in this RFQ, as well as all documents listed in said Design and Consulting Services 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 Respondent. This document may also be referred to herein as the “Contract.”

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 for the City of Atlanta, and a public body corporate and politic of the State of Georgia.

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

Design Consultant. The qualified person or business entity that enters into an Agreement with ABI to perform the negotiated scope of work or services generally outlined in this Request for Qualifications.

Design Documents. Drawings, specifications, calculations, records, reports or other documents, and special processes or procedures (as necessary) that are produced by the Design Consultant and which may be used for construction, manufacture, fabrication, installation, construction, testing, or examination.

Design Manager. The person designated by the Design Consultant who will be responsible for the management and integration of all design components resulting from this Contract.
The Design Manager shall be a Licensed Design Professional of Record who is a Georgia Licensed Professional Engineer, Architect or Landscape 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 the following:

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 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.

Notice to Proceed (NTP). “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 d/b/a Invest Atlanta acting by and through ABI, the Owners’ implementation agent for this Project.

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 ABI.

Project. This term is used to describe the basis for this solicitation and includes all work and services necessary to design the Reynoldstown Community Space.
**Project Manager.** The person assigned by ABI to oversee the Consultant’s day to day work on the Project.

**Project Records.** Records or data of any type on any media including those produced by the Design Consultant 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. e-mails, and
Q. any other documents related to the scope of work.

**Qualification Based Selection (QBS):** Known as Brooks Act/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. While not a federally funded project, QBS will apply to this RFQ.

**Respondent.** A person or firm who submits a response to a request for qualifications-based 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.
SECTION 2 – OVERVIEW AND ROLES

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. By attracting and organizing a portion of the region’s future growth around parks, transit, and trails located in the inner core of Atlanta, the Atlanta BeltLine 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.

Atlanta BeltLine, Inc. (ABI). Formed by IA, ABI is the entity tasked with planning and implementation of the Atlanta BeltLine Project 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, the City of Atlanta will have jurisdiction for issuing permits, zoning entitlements, and regulatory issues associated with design and construction.

Atlanta BeltLine Partnership, Inc. (ABP). ABP is a 501(c)3 nonprofit 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, and 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.
SECTION 3 - PROJECT DESCRIPTION

The purpose of this solicitation is to hire an individual, team, or firm to work with Atlanta BeltLine, Inc. to design and install a cultural landmark featuring monumental artwork, amenities for performances (contemplating power and sound connectivity), and seating in the Reynoldstown community on the Eastside Trail Extension. This design will combine public art, landscaping, and path connections.

Funding for Design will be provided by Bonds and TAD.

ABI seeks to design a cultural landmark, transforming an existing interim performance space into a community space featuring a monumental public art piece and amenities to facilitate performance art, such as musical acts and theater. The activity potential of this space has already been proven through ten years of performance and exhibits as part of Art on the Atlanta BeltLine. Approximately 2,200 square feet of space is expected to be designed.

The project site is located on the Atlanta BeltLine corridor between Fulton Terrace and Memorial Drive and borders land owned by the City of Atlanta. See Figure 1 for overview, and Figures 2 and 3 for site.

Design

Figure 1. Looking South, the green space on the left of the trail.
Community Engagement
ABI will lead all community engagement activities. ABI has assigned an ABI Project Manager to oversee the Apparent Successful Offeror’s work and to provide support as needed. At a minimum, the Consultant 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 Consultant 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, the Project may be authorized in phases.

Schedule
The term of the contract shall be for a period of twelve (12) months for the services required for design, fabrication and installation.
SECTION 4 - QUALIFICATIONS AND REQUIREMENTS

ABI is seeking highly qualified individuals/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, Fabrication and Installation Services for ABI.

2. Demonstrate experience working on projects of this size, type and/or complexity, including, but not limited to place-keeping design, public art and/or urban design.

3. Demonstrate experience managing interfaces between and among design disciplines, the community, and contractors/consultants/sub-consultants.

4. Have demonstrated experience meeting or exceeding established Disadvantaged Business Enterprise (DBE) goals (or Small, Minority, or Woman-Owned Business S/M/WBE goals) through meaningful involvement with DBE firms (or other activities designed to facilitate the development and success of DBE firms) on prior projects.

5. Provide all information requested in this RFQ package and address each of the specific evaluation criteria.

6. Must demonstrate an overall combination of skills, prior work experience, a good business reputation, a commitment to diversity, and success with engaging members of the community on projects such as this.

SECTION 5 - SUBMITTAL REQUIREMENTS

PROCESS

Issuance of this procurement is intended to provide ABI with a short-list of firms best qualified to participate in a selection interview. Only those firms who respond 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 Section 7.

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 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
Short listed firms will be contacted by ABI Procurement Manager to submit project of understanding proposals for evaluation.
The shortlisted firms will be interviewed by the evaluation team.
The Apparent Successful Respondent will negotiate project approach and cost
If negotiations fail, the evaluation moves to the second-highest ranked firm based on their qualifications and negotiation of Project approach and cost will commence accordingly. 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, equity and inclusion in the participation of companies engaged in the Atlanta BeltLine effort. ABI strongly encourages participation by DBE entities in all contracts issued by ABI. ABI anticipates that as a part of a responsive SOQ, DBE participation will be included. All Respondents shall include specific information on the role of DBEs on their team. Minority and Female Owned Business Enterprises must be certified by Georgia Department of Transportation, the City of Atlanta, the Georgia Minority Supplier Development Council, MARTA, the federal government, or the Women's Business Enterprise Network Council. SBE participants must be certified by the Small Business Administration or the City of Atlanta. Applicants must submit copies of DBE certifications for their sub-contractors with their qualifications.

The DBE goal for the Project has been set at 30% 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 pre-submittal meeting and site visit on Tuesday, January 28, 2020, 3:00 PM (EST) at the project site located on the green space behind Muchacho/Golden Eagle Diner’s Club located at 904 Memorial Drive, Atlanta, Georgia 30316 (between Memorial Drive and Fulton Terrace on the Atlanta BeltLine corridor). Potential Offerors are strongly encouraged to attend.

QUESTIONS
Questions and clarifications regarding this RFQ must be emailed to the ABI Procurement Manager: sclark@atlbeltline.org. Questions/clarifications must be received before Friday, January 31, 2020 PM, 3:00 PM (EST). An addendum will be posted on the ABI website prior to the due date if a
RESPONSES DUE  Thursday, February 13, 2020 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, Project title. 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/Site Visit  Tuesday, January 28, 2020, 3 PM (EST)
Questions Due  Friday, January 31, 2020, 3 PM (EST)
Responses/SOQ Due  Thursday, February 13, 2020, 3 PM (EST)
Presentation/Interviews  TBD

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. 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 11”x17” sheets. A response that exceeds the page limitation may not be considered.

Responses must be received no later than the date and time and at the location/email or link specified on the cover of this solicitation.

All submittals will be evaluated on the completeness and quality of the content. The statement of qualifications must contain all required signatures and notarized forms. Only those Respondents providing complete information as required will be considered for evaluation. All submittals, 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 – Reynoldstown Community Space
- 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 Respondent. 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. 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 on the related project. 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
ONLY SUBMITTED BY SHORT-LISTED FIRMS
(REQUESTED UPON ABI REQUEST)

The ABI Procurement Manager will request Project Understanding Proposals from the short-listed firms based on the scoring item and instructions in the evaluation section of this RFQ. ABI will evaluate the approach and commitment to delivering design solutions that meet or exceed the minimum technical requirements completed to date and the Respondent’s role and commitment to delivering design solutions as defined in Exhibit B (Scope of Services and Deliverables). The statement from short-listed firms’ proposal 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 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. Respondent 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 8 must be completed and submitted with the SOQ 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 (2020) registration and a business licenses where the business is registered, if responding on behalf of a business entity. A Respondent (that is a business entity) can be from out-of-state, but must be authorized to transact business in Georgia, and must show proof that they have a business license to operate in Georgia.

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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:

**Evaluations of the responsive submitted SOQs**

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm Description</td>
<td>10</td>
</tr>
<tr>
<td>Project Team</td>
<td>15</td>
</tr>
<tr>
<td>Team Experience</td>
<td>25</td>
</tr>
</tbody>
</table>

Total: 50 Points

**Evaluation of Short-Listed Firms Only**

<table>
<thead>
<tr>
<th>Description</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Understanding/Proposal</td>
<td>25</td>
</tr>
<tr>
<td>Interview/Presentation</td>
<td>25</td>
</tr>
</tbody>
</table>

Total: 50 Points

An evaluation committee convened by ABI will evaluate the responses. After evaluation of the responsive submitted SOQ(s), short-listed firms will be contacted by the ABI Procurement Manager to submit Project Understanding Proposals and for Interview/Presentations. Interviews will 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 within (5) business days of the contract award 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.*
SECTION 7 – ATLANTA BELTLINE, INC. TERMS AND CONDITIONS

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 Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent and the Project throughout and are 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, or that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta, or 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 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 Respondent 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:** Not applicable.

**Background Checks and Drug Testing:** The Design 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 or firm to respond, ABI has 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 Respondent 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 Respondent to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, City of Atlanta official (i.e. city council member, mayor, etc.), citizen 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 Respondent 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. After this RFQ has been published, no Respondent shall make direct contact with any member of ABI staff other than the persons listed on the first page of this solicitation until after a Contract has been fully executed.

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, equity and inclusion in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by Female Business Enterprises (“FBE”), Women’s Business Enterprise (“WBE”), 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. This Project has a DBE goal and Local business utilization goal. The goal for the Project has been set at 30%.

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, WBE, MBE, SDB, SBE or DBE) through GDOT, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, Women's Business Enterprise Network Council or the City of Atlanta. SBEs must be registered with the City of Atlanta and are defined in Section 2-1357 of Division 9 of the City of Atlanta Code of Ordinances, as amended. 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 to ABI shall list any and all Female/Women, Minority, Small Disadvantaged Business, Small Business Enterprises, and/or Disadvantaged Business Enterprises (FBE, WBE, 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, WBEs, 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 Design Consultant 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 one or more of the following organizations:

- **City of Atlanta** – Office of Contract Compliance (FBE/MBE/SBE Certification): 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: (404) 330-6010, Fax: (404) 658-7359.
- **U.S. Small Business Administration** (SDB certification): acceptable provided certification reflects minority or women-owned status. Requirements are found at www.sba.gov.
- **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.
- **MARTA** (DBE Certification): 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270 Fax: (404) 848-4302, Email: asmith1@itsmarta.com.
- **Georgia Minority Supplier Development Council, Inc.** (MBE Certification): 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.
- **Women's Business Enterprise Network Council -WBENC** (WBE Certification): 1120 Connecticut Ave, NW, Suite 1000, Washington, DC 20036, Tel: 202.872.5515, support@wbenc.org, https://wbenc.wbenclink.org/

A DBE 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 firms 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. Applicants must include copies of MBE, FBE, WBE, SDB, and/or DBE certifications for the contractors and subcontractors listed in their proposal packages, if any.

ABI is an Equal Opportunity Employer.
SECTION 8 - EXHIBITS AND FORMS

EXHIBIT A - MAP OF PROJECT AREA, SITE SCHEMATIC AND PRELIMINARY DESIGN

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
D.10: AFFIDAVIT OF NON-COLLUSION
RECEIPT OF ADDENDA (addenda signature page)

EXHIBIT E – SAMPLE FORM OF AGREEMENT

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EXHIBIT A
MAP OF PROJECT AREA AND SITE
SCHEMATIC AND PRELIMINARY DESIGN
EXHIBIT B
SCOPE OF SERVICES AND DELIVERABLES

Task 1  Project Management
The project will be managed by a Project Manager assigned by ABI. The Design Consultant will be expected to participate in periodic management briefings with members of ABI staff and with other Atlanta BeltLine partners as outlined below:

- Coordination Meetings: Lead coordination meetings (approximately one every two weeks) with ABI, including representatives of other installation partners. The Design Manager shall develop an agenda for each meeting and forward the same to the ABI Project Manager at least two (2) business days in advance of the meeting. The Design Manager shall also develop meeting minutes, a schedule of interim and final deliverables and maintain an ongoing action item list for review at each meeting. These materials must be provided to ABI five (5) business days in advance of the scheduled 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 Project Manager with each invoice. Invoices shall not be processed until monthly progress reports have been received and reviewed by the Project Manager. The Design Consultant shall set up and maintain File Transfer Protocol (FTP) space for the duration of the Project.

Task 2  Existing Conditions Assessment
The Design Consultant shall review existing plans, projects, and agreements and any additional information that may influence or impact the design process including, but not limited to:
- Atlanta BeltLine corridor design
- City of Atlanta designs for abutting property and path integration
- Design of Atlanta BeltLine Eastside Trail Extension

ABI will make available the existing condition data in its possession. The survey shall be produced in the Georgia West State Plane Coordinate System NAD 83 datum, and be provided in hard copy and digital format.

Task 3  Conceptual Design, Fabrication and Installation
The Project shall include the performance area and a monumental public art piece. The Design Consultant shall prepare a minimum of two conceptual designs that integrate the performance area and art piece, with construction estimates meeting these criteria, for review by ABI. The conceptual designs will be advanced to enough detail to reasonably establish a construction budget. ABI will authorize the Design Consultant to advance and construct the preferred concept.
Design Parameters:
- Sensitive to design features of the Eastside Trail and the unique topography of this site;
- Compliant with the Atlanta BeltLine corridor design;
- Minimal impact to the natural topography.

Task 4 Design Development
Based on the selected design, the Design Consultant will advance the design in accordance with ABI’s direction. Construction plans shall include, at a minimum, the following sheets: structural plans, plan and profile plans, cross-sections, layout plans, and all associated details. The Design Consultant shall provide structural engineering services for all elements of the design.

Deliverables
The following deliverables shall be prepared and provided by the Design Consultant 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. InDesign files shall be provided as portable files including all fonts and images. All PDF files shall be provided in both high-resolution version suitable for printing as well as a low-resolution version suitable for posting to the Atlanta BeltLine website.

Graphics and Renderings
- Up to three (3) color renderings (24x36) as directed by ABI. To be provided in hardcopy (may include roll plans where appropriate, if approved in writing by ABI) and digital (jpg) format with a minimum resolution of 1024x768.

Review Documents
- Submit two full-sized sets of documents for review by ABI.

Final Construction Documents to be used for Project Permitting
- 3 half-sized printed sets (11x17)
- PDF versions of same
EXHIBIT C
ATLANTA BELTLINE, INC. CODE OF ETHICS

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, stepsister, stepbrother, stepdaughter, 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


D.10: AFFIDAVIT OF NON-COLLUSION

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

STATEMENT OF QUALIFICATIONS SUBMISSION FORM

PROFESSIONAL DESIGN AND CONSULTING SERVICES for the

REYNOLDS TOWN COMMUNITY SPACE

__________________________________________
(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]

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EXHIBIT “D.2”

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

PROPOSAL PERCENTAGE MBE: ______________

PROPOSAL PERCENTAGE FBE: ______________

PROPOSAL PERCENTAGE SBE: ______________

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

<table>
<thead>
<tr>
<th>DBE Firm Name</th>
<th>Description of Work</th>
<th>% of Project</th>
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Name of Respondent_____________________________________________________________________

Please include DBE Certificates.
EXHIBIT “D.3”

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 encourage 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 Apparent Successful Respondent shall agree to meet the established goals or must demonstrate and document a “good faith effort” to include DBEs in subcontracting opportunities. The Apparent 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 ABI shall be authorized to rescind its notice of award.

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: ________________________________

<table>
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<tr>
<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 |


Comments:

7. Negotiated in good faith with interested DBEs.  Yes  No

Comments:

8. Used the services of available organizations with knowledge of DBE firms.  Yes  No

Comments:

______________________________________________________________

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.

RESPONSE:
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.

**RESPONSE:**

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.
EXHIBIT “D.5”

S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

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]
EXHIBIT “D.9”
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]
EXHIBIT D.10

AFFIDAVIT OF NON-COLLUSION

Project: RFQ REYNOLDSTOWN COMMUNITY SPACE

STATE OF ______________
COUNTY OF ____________

being first duly sworn, deposes and says that he is

(sole owner, partner, president, secretary, etc.)

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with an Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Bid Price of affiant or any other Bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other Bidder, or to secure an advantage against ABI or any other person interested in the proposed Contract; and that all statements contained in said Bid are true.

____________________________________________
(Affiant)
Subscribed and Sworn to before me this ______Day of ________________ 2017

____________________________________
(Notary Public in and for)

____________________________________
(County)

My Commission expires _____________, 201__

(SEAL)
EXHIBIT E

SAMPLE FORM OF AGREEMENT

Please be aware that this sample agreement is a non-binding sample document that serves to provide an example to interested bidders of the executed agreement. The sample agreement is not inclusive of all terms, conditions or requirements of the solicitation, successful bid or final executed contract.
EXHIBIT “E”

AGREEMENT REGARDING DESIGN, FABRICATION AND INSTALLATION SERVICES
FOR REYNOLDSTOWN COMMUNITY SPACE

THIS AGREEMENT REGARDING DESIGN AND CONSTRUCTION SERVICES FOR
REYNOLDSTOWN COMMUNITY SPACE (herein called this “Agreement”) is made and entered into
as of the ________ day of __________, 20 ______ (the “Effective Date”), by and between ATLANTA
BELTLINE, INC., a Georgia nonprofit corporation (“ABI”) and ______________ [name of person
or entity], a ______________ [describe type of entity. If a person, state that they are a resident of the State
of __________] (“Design Consultant”).

BACKGROUND STATEMENT

WHEREAS, ABI has budgeted funds for the purpose of design and construction services for the
design and installation of a cultural landmark featuring monumental artwork, amenities for performances
(contemplating electrical power and sound connectivity) in the Reynoldstown community on the Eastside
Trail Extension (the “Project”); and

WHEREAS, ABI desires to engage the Design Consultant to perform project management,
professional design, fabrication, construction plans and installation services for the Project and to provide
certain construction phase services; and

WHEREAS, Design Consultant agrees to provide certain design and construction phase services
related thereto; and

WHEREAS, ABI and Design Consultant 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:

1. Engagement of Design Consultant. In accordance with the terms and conditions of this
Agreement, ABI hereby engages Design Consultant to perform design and construction phase services as
detailed in this Agreement for the Reynoldstown Community space described herein (the “Project”), on
the real property located between Fulton Terrace and Memorial Drive and border land owned by the City
of Atlanta (herein called the “Property”). Design Consultant hereby accepts such engagement and agrees
to perform the Project Services as in accordance with the terms and conditions of this Agreement.

2. Scope of Project Services; Design Consultant Responsibilities.

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

   (b) Design Consultant shall be responsible for managing all matters pertaining to the
   construction of the Project and performance of the Project Services, and for managing the performance of
   all architects, engineers, design consultants and its sub-consultants providing services pertaining to the
   Project performance of the Project Services, including, without limitation:
(c) Design Consultant shall diligently cause the Project design and construction documents to be prepared in a timely manner and submitted to ABI for approval in accordance with the timeframes specified on Exhibit “A” attached hereto and incorporated herein.

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

(e) ABI may, from time to time, request changes in the Scope of Services to be performed by Design Consultant hereunder. No such change, including any related increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between ABI and the Design Consultant, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and incorporated herein by reference.

3. **Timeframe for Project Completion.** Design Consultant shall perform the Design Scope and Project Services by __________. For purposes hereof, “Complete” means that all elements of the Project have been completed and installed in accordance with the plans and specifications approved by ABI and Governmental Requirements of all Governmental Authorities having jurisdiction with respect thereto. For the purposes of this Agreement, “Governmental Authority” means the United States, 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 applicable constitution, law, statute, code, ordinance, resolution, rule, regulation, requirement, directive, judgment, writ, injunction, order, decree or demand of any Governmental Authority. Notwithstanding the foregoing, the term of this Agreement shall begin on the Effective Date and end on June 30, 2019 (the “Term”).

4. **Limitation on Expenditures.** Except for expenditures approved in advance in writing by ABI, Design Consultant 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 Consultant shall bear all costs in connection with the performance of the Project Services.

5. **Independent Consultant; No Partnership or Joint Venture.** ABI engages Design Consultant as an independent consultant to design and construct the Project. Design Consultant 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 Consultant’s authority to act on behalf of ABI is strictly limited to that expressly delegated herein. It is the intention of the parties that Design Consultant shall be an independent consultant 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 Consultant.
6. **Compensation.** For services rendered in connection with the completion of the Project and performance of the Project Services pursuant to this Agreement, Design Consultant shall be paid a fee (herein called the "Fee") not to exceed ___________ and XX/Dollars ($XX,XXX.XX). The Fee is Design Consultant’s full and complete compensation for the performance of duties, services, efforts or activities in connection with the development of the Project and performance of the Project Services whether or not enumerated in this Agreement. Design Consultant shall not be entitled to payment for or reimbursement of any costs or expenses incurred in the performance of the services under this Agreement or otherwise in connection with the completion of the Project, except as expressly herein provided. This Fee shall represent total compensation inclusive of the ownership rights granted herein, regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The Fee shall be paid in the installments set forth below.

6.1 Fee Installments

Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date.

6.2 Additional Documentation Required for Payment

In addition to other required items, each request for payment ("Request") 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 Consultant setting forth the list of all sub-consultants and any material suppliers with whom the Design Consultant has subcontracted, the amount of each such subcontract, the DBE status and participation percentage, the amount requested for any sub-consultant or material supplier in the Request, and the amount to be paid to the Design Consultant from such progress payment, together with a current, duly executed waiver of mechanics’ and material suppliers’ liens from the Design Consultant establishing receipt of payment or satisfaction of the payment requested by the Design Consultant in the current Request. Design Consultant shall satisfy the DBE requirement contained in this Section 6.2(i) by submitting a Subcontractor/Subconsultant Utilization and DBE Participation Certification form attached hereto as Exhibit “B” and incorporated herein by this reference.

(ii) A DBE/Non-DBE Vendor Participation Invoice Summary shall accompany each invoice which provides the actual DBE participation. The DBE/Non-DBE Vendor Participation Invoice Summary is attached hereto as Exhibit “C” and incorporated herein by this reference.

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

(a) Throughout the Term of this Agreement, Design Consultant shall carry and maintain in force, or cause to be carried and maintained in force, the insurance described in Exhibit “D” attached hereto and incorporated herein.

(b) Design Consultant shall, upon ABI’s request, furnish ABI with appropriate certificates evidencing the insurance required to be maintained by Design Consultant hereunder. If Design Consultant for any reason fails to obtain and/or maintain in force any of the insurance required hereunder, then Design Consultant shall, and Design Consultant does hereby agree to indemnify ABI, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”), and the City of Atlanta (the “City”) against, and hold, and save each of ABI, IA, and the City harmless from, any and all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses (including, without limitation, reasonable attorneys’ fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA, or the City may suffer or incur against which ABI, IA, and the City would or should have been insured under any required insurance which Design Consultant does not for any reason obtain or maintain in force.

(c) Each insurance policy maintained by Design Consultant 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 City, 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 Consultant shall incorporate a copy of the insurance requirements under this Agreement into each and every subcontract with each and every sub-consultant performing services in connection with the Project of the Project Services, and shall ensure each and every sub-consultant of any tier to comply with all such requirements. Design Consultant agrees that if for any reason any sub-consultant performing services in connection with the Project or the Project Services fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Design Consultant at Design Consultant’s expense.

(e) Neither the Design Consultant, nor any sub-consultant performing services in connection with the Project 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 Consultant shall make available, through its records or the records of its insurance carrier, all requested information regarding a specific insurance claim.

(g) Design Consultant 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.
8. **Indemnity of ABI, IA, and the City.** Design Consultant shall, and Design Consultant does hereby agree to, indemnify ABI, IA, and the City against, and hold and save ABI, IA, and the City harmless from, liabilities, damages, losses, costs and expenses (including, reasonable attorneys’ fees and court costs) which ABLIA, or the City may suffer or incur, and which arise directly in connection with the Project but only to the extent caused by Design Consultant’s negligent, reckless, or intentionally wrongful conduct in its performance of the Project Services, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section 8 extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by any default, negligence or willful misconduct of ABI, IA, and the City. In no event shall the indemnification in this section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any party may be entitled under any insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

9. **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 Consultant from the amounts due hereunder from ABI to Design Consultant. 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 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 Consultant 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.

10. **ABI’s Duties.**

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

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

11. **Design Consultant’s Warranties and Representations.**

(a) Design Consultant warrants to ABI that construction materials and equipment furnished under this Agreement will be of good quality and new unless the Project plans require or permit otherwise. The Design Consultant further warrants that the work performed pursuant to the Scope of Services will conform to the requirements of the Project plans and will be free from defects, except for those inherent in the quality of the work or otherwise expressly permitted by the Project plans. Work, materials, or equipment not conforming to these requirements may be considered defective. The Design Consultant’s warranty
excludes remedy for damage or defect caused by abuse, alterations to work not executed by or approved by the Design Consultant, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by ABI, the Design Consultant shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

(b) Design Consultant represents that it has, or will secure at its own expense, all personnel required to perform all work to be completed under this Agreement;

(c) All the work required hereunder will be performed by Design Consultant or by a qualified construction contractor retained by Design Consultant under Design Consultant’s supervision. All personnel engaged in the Work by Design Consultant or any contractor or subcontractor shall be fully licensed and qualified and shall be authorized or permitted under applicable state and local law to perform such work; and

(d) None of the Work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Design Consultant without the prior written consent of ABI.

(e) Except as otherwise disclosed in writing to ABI, the design prepared by Design Consultant and all other documents submitted to ABI are unique, original, and do not infringe upon any copyright or trademark;

(f) The design and all other documents submitted to ABI are free and clear of any liens from any source;

(g) Design Consultant hereby agrees to indemnify ABI, IA, the City, its agents, assigns and licensees from all costs, losses, liabilities and damages (including reasonable attorneys' fees) arising from or related to any misrepresentation or breach of any of the foregoing representations and warranties or any of Design Consultant’s agreements or covenants contained in this Agreement; and

(h) These representations and warranties shall survive the termination of this Agreement.

(i) ABI has engaged Design Consultant to design, implement and construct a unique monumental artwork with specific amenities. As such, Design Consultant shall not be permitted to use, re-use, duplicate, or otherwise copy the design or artwork, or any portion thereof, created in accordance with the Project described in this Agreement, except for promotional and/or marketing purposes. Moreover, all Documents (as defined herein) created by Design Consultant in connection with this Agreement shall be deemed the sole property of ABI.
12. **Representations and Warranties.** Each party represents and warrants to the other party and agrees as follows:

(a) It has the full power and authority to enter into this Agreement and perform each of its obligations hereunder;

(b) It is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this Agreement;

(c) Design Consultant specifically represents and warrants that the individual executing this Agreement on behalf of Design Consultant has full authority to bind Design Consultant to the terms hereof.

13. **Design Consultant’s Personnel.**

(a) ABI’s selection of the Design Consultant for the performance of the work associated with this Project (the “Work”) is based in part upon a careful consideration of the qualifications and experience of Design Consultant’s personnel, including subcontractors. The names of these personnel and their areas of participation under this Agreement are set forth in Design Consultant’s response to ABI’s 2019 Request for Qualifications for Professional Design and Consulting Services for Reynoldstown Community Space (the “RFQ”).

(b) The Design Consultant shall be responsible for the performance of all of the Work and shall utilize the specialized expertise and experience of the personnel listed in the Design Consultant’s submittal including the DBE participation which was certified by the Design Consultant.

(c) ABI shall have the right to demand the removal of any of the personnel listed in the Design Consultant’s submittal or otherwise used by the Design Consultant in connection with the Project for reasonable cause (as determined in good faith by ABI) and after written notice is provided to the Design Consultant ten (10) days in advance.

(d) The Design Consultant shall not replace any of the personnel listed in the Design Consultant’s submittal without the prior written approval of ABI. In the event that the Design Consultant replaces any of the personnel listed in the Design Consultant’s submittal without first obtaining the prior written approval of ABI, ABI shall have the right to renegotiate the terms of this Agreement, or terminate the Agreement as of the date ABI receives notice of Design Consultant’s failure to comply with this provision. In the event this Agreement is terminated in accordance with this Section 13(d), the Design Consultant’s recovery against ABI shall be limited to the amount due as of the date of termination and the Design Consultant shall not be entitled to any other or further recovery against ABI, including, but not limited to, damages or any anticipated profit on portions of the Work not performed. Due the unique nature of this Project, ABI reserves the right to have the final approval on any subcontractors listed as a part of the original team and any substitute members. Design Consultant shall not remove or replace any DBE subcontractor member of its team without prior ABI approval.
(e) In the event the Design Consultant, through circumstances beyond its control, is unable to provide the services of the personnel listed in the Design Consultant’s submittal, the Design Consultant shall be responsible for providing other personnel for the performance of the particular items of Work involved, whose expertise and experience, in the opinion of ABI are equivalent to that which would have been provided by the originally listed person.

(f) The Design Consultant shall be responsible for any additional costs caused by the substitution of personnel for those listed in the Design Consultant’s submittal. In no event shall any substitution of personnel result in an increase in compensation to be paid by ABI.

14. **Confidentiality and Media.** All reports, information, data or other documents, given to, prepared by or assembled by Design Consultant under this Agreement shall be kept confidential and, except as prohibited by law or an adjudicated order of a court of law, shall not be made available to any individual or organization by Design Consultant without prior written approval of ABI. The Design Consultant shall not communicate any information related to this engagement and the Work in connection herewith to any public officials, governmental bodies, press, media or any other public or private news medium, without the written consent of the ABI Project Manager, except to the extent required by law. It is intended that the design and construction services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved in writing by the ABI Project Manager. If approved, ABI will coordinate with the Design Consultant in the public dissemination of information about the work and/or services related to this Agreement and unless and until ABI approves any release in writing, the Design Consultant shall not communicate any information related to the Atlanta BeltLine to government officials, the press, publications and any other media or press services. For the purposes of this Agreement, the ABI Project Manager shall be Miranda Kyle, Art and Culture Manager, or designee.

(a) Design Consultant hereby advises that the personnel listed on Exhibit “E” (“List of Design Consultant’s Personnel”) are designated to work on the services to be performed under this Agreement, and will have access to information as limited hereby. ABI hereby consents to the designated employees listed on Exhibit “E”, which is attached hereto and incorporated herein by this reference. This designated list of personnel may be amended only upon notice to and the written approval consent and approval of ABI.

(b) In order to protect and limit the dissemination of confidential information provided herein, Design Consultant agrees to abide by the terms contained in this Section 14 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

15. **Non-Exclusive License.**

(a) Commencing on the Effective Date of this Agreement, Design Consultant hereby grants to ABI the unencumbered, non-exclusive and perpetual rights to reproduce, adapt, manufacture, publish, market, distribute, sell, and display any and all products based on the Project for all manners of promotional and fundraising purposes and use (the “Products”).
(b) In addition to such rights, the Design Consultant hereby grants ABI:

i. the non-exclusive and perpetual right to print, vend, sell, reproduce, distribute, and otherwise use the image of the artwork and/or Project in any manner and by any means, whether or not now known, invented, used or contemplated, to promote and advertise the sale of the Products. For example, ABI has the right to use and reproduce the image of the artwork and/or Project in brochures, media publicity, and exhibition catalogues or similar publications, and in advertising for the merchandise or Products to be produced. ABI will be entitled to allow third parties to make alternative media reproductions including, without limitation, reproductions in photographs, drawings, illustrations, digital images, film and video, or other media, whether now existing or hereafter invented; and

ii. the right to use and publish, and to permit others to use and publish, Design Consultant’s name (including any professional name heretofore or hereinafter adopted by Design Consultant), likeness, and biographical material or any reproduction or simulation thereof, in order to promote and advertise the sale of the Products and/or merchandise; and

iii. the perpetual right, but not the obligation, to assert, and to defend against any actual or threatened infringement of the artwork and/or Project, copyrights and/or trademarks.

(c) The perpetual aspects of this Agreement shall in no way be construed to restrict the entering of the artwork and/or Project into the public domain by operation of the Copyright Act of 1976, 17 U.S.C. 101, et seq., or other state or federal laws, shall not be rendered invalid due to the operation of such laws, and in perpetuity, shall be upheld to the maximum extent possible within the parameters of such laws.

(d) ABI acknowledges that the Design Consultant has designed a special work that has been selected to represent the Atlanta BeltLine. As such, ABI agrees to make reasonable efforts to provide proper attribution to the Design Consultant, such as “Original work by __________________________”, as applicable. ABI shall also use reasonable efforts to require that third parties include reasonable and appropriate attribution in reproductions of the artwork and/or Project permitted by ABI.

(e) Design Consultant shall be entitled to retain reproductions of the artwork and/or Project for purposes of the Design Consultant’s own portfolio and marketing/promotional efforts. In all reproductions of and references to the artwork, the Design Consultant shall include the following: “An original work commissioned by Atlanta BeltLine, Inc.”

(f) Design Consultant shall notify ABI of any change in Design Consultant’s address from that which is listed in Section 16(b) of the Agreement. The failure to do so, if such failure prevents ABI from locating the Design Consultant, shall be deemed a waiver by the Design Consultant of the right subsequently to enforce those provisions of this Agreement, including but not limited to those provisions that require notice to, consultation with, and/or express approval of the Design Consultant. Notwithstanding this provision, ABI shall use reasonable efforts to locate the Design Consultant when matters arise relating to the Design Consultant’s rights.
(g) This Section 15 shall survive any termination or expiration of this Agreement.

16. **Miscellaneous.**

   (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, Suite 2300
   Atlanta, GA 30303
   Attn: Project Manager
   Phone: (404) 477-3636
   Email: mkyle@atlbeltline.org

   With a copy to: Atlanta BeltLine, Inc.
   100 Peachtree Street, Suite 2300
   Atlanta, GA 30303
   Attn: Assistant General Counsel
   Phone: (404) 477-3545
   Email: mthomas@atlbeltline.org

   If to Design Consultant: ____________________________
   ____________________________
   Attn: ____________________________
   Phone: (XXX) XXX-XXXX
   Email:
(c) **Assignment.** Design Consultant may not assign its rights nor delegate its duties hereunder without the prior written consent of ABI. 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 Consultant to ABI pursuant to this Agreement, it is not expected that ABI will consent to Design Consultant’s assignment, transfer or delegation; and provided, further, that ABI may assign this Agreement without Design Consultant’s consent to the City or to any entity then charged with the implementation of the Atlanta BeltLine program or the Project, or to any person ABI controls, is controlled by or is in common control with or (upon notice to Design Consultant) 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. Notwithstanding anything contained in Section11(d) or this Section 16(c), Design Consultant shall be entitled to delegate its duties for engineering, design, and/or construction to its engineers and general contractor as identified in its response to ABI’s RFQ.

(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) “including” and any other words or phrases of inclusion will not be construed as terms of limitation, so that references to “included” matters will be regarded as non-exclusive, non-characterizing illustrations; (ii) “will” has the same meaning as “shall” and thus means an obligation and an imperative and not a futurity; (iii) “Section,” “Subsection,” “Exhibit” or “Appendix” refers to such item of or to this Agreement; (iv) 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; (v) whenever the context requires, the singular includes the plural and the plural includes the singular, and the gender of any pronoun includes the other genders; (vi) 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 (vii) 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
(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 the party against whom the change is being asserted. The failure of any party at any time or times to require the performance of any provisions 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 Consultant 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. The parties mutually agree that a similar dispute resolution clause shall be contained in all other contracts and all subcontracts executed by Design Consultant. 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.

(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 Consultant with regard to the design and 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, and the City, and Design Consultant and no other party is benefited hereby. This Agreement creates contractual rights only between ABI and Design Consultant, and Design Consultant 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) **Time of Essence; Prompt Responses.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation, the day certain so stated enters into and becomes a part of the consideration for this Agreement. The parties recognize and agree that the time limits and time periods provided herein are of the essence of this Agreement. The parties mutually agree to exercise their mutual and separate good faith, reasonable efforts to consider and respond promptly and as expeditiously as is reasonably possible notwithstanding any time period provided in this Agreement.

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

(q) **Community Engagement.** Design Consultant 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 Consultant hereby agrees to attend an informative meeting with the Director of Planning and Community Engagement for ABI to develop a process for engaging the community in this Project, if needed.

(r) **First Jobs Source Policy.** Design Consultant acknowledges that as a material part of this Agreement and obligations associated with funding for the Project that Design Consultant’s construction subcontractor must agree to abide by the City’s First Source Policy and execute a copy of the Atlanta BeltLine’s First Source Employment Agreement. A copy of the Agreement is attached hereto as Appendix A.

(s) **Independent Contractor/Consultant.** Design Consultant shall employ and direct all persons performing any portion of the Scope of Services hereunder, and they shall remain the sole employees or subcontractors of Design Consultant, and not employees or agents of ABI. It is the intention of the parties that Design Consultant shall be an independent contractor and nothing herein shall be construed as inconsistent with that status.

(t) **Ownership and Use of Documents.** All Drawings, Specifications, documents, and other tangible things (including but not limited to estimates, schedules, plans, designs, calculations, sketches, models, reports, computer assisted design documents, results of programs, computer discs, diskettes or tapes, charts, photographs, and other data compilations from which information can be obtained or
translated), and copies thereof, furnished by or on behalf of ABI, are and shall remain ABI’s property. They are to be used by Design Consultant only with respect to this Project and are not to be used on any other project. With the exception of the signed contract sets, such documents are to be promptly returned or suitably accounted for to ABI on request. Submission or distribution of these documents to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any common law copyright or other reserved rights of ABI.

(u) **Equal Opportunity.** Design Consultant and all subcontractors and subconsultants shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, gender, national origin, disability, age, or any other protected characteristic. Design Consultant shall take affirmative action to ensure that employees are treated during employment without regard to their race, religion, color, sex, gender, national origin, disability, age, or any other protected characteristic. Design Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination. Design Consultant and all subcontractors and subconsultants shall, in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, gender, national origin, disability, age, or any other characteristic protected by law.

(v) **Termination.** ABI shall have the right to terminate this Agreement without cause upon thirty (30) calendar days’ written notice to the Design Consultant. In the event of such termination for convenience, the Design Consultant’s recovery against ABI shall be limited to the amount due as of the date of termination and the Design Consultant shall not be entitled to any other or further recovery against ABI, including, but not limited to, damages or any anticipated profit on portions of the work not performed. In the event of termination, Design Consultant shall cooperate with ABI in the retrieval of all information and documentation to be taken into ABI’s possession within thirty (30) calendar days from notice of termination.

(w) **Contractor/Consultant and Subcontractor/Sub-consultant Evidence of Compliance; Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the contractor, its subconsultants(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Consultant certifies that it has complied and will continue to comply throughout the Agreement Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit “F” and incorporated herein by this reference. Consultant agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Consultant will secure from each subcontractor an affidavit that certifies the subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit “G” and incorporated herein by this reference. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor’s current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit “H” and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Consultant is required to sign the SAVE affidavit attached hereto as Exhibit “I” and incorporated herein by this reference.

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered as of the Effective Date.
ATLANTA BELTLINE, INC.
a Georgia nonprofit corporation

By: Clyde Higgs
President and CEO

ATTEST:

By: Aasia Mustakeem, Assistant Secretary

CORPORATE SEAL

Approved as to form:

By: Michelle L. Thomas
Assistant General Counsel

Funding Source: 2016 Bonds

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTINUE ON NEXT PAGE.)
DESIGN CONSULTANT

[NAME OF ENTITY HERE]

By: __________________________
Signature

_________________________
Name (Typed or Printed)

_________________________
Title

CORPORATE SEAL

ATTEST:

By: __________________________
Signature

_________________________
Name (Typed or Printed)

_________________________
Title
EXHIBIT “A”

SCOPE OF SERVICES

Project Description:

Design Scope:

Construction Scope:
EXHIBIT “B”
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); Minority Business Enterprise (MBE); as
certified by either the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council or MARTA.

| 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**: ____

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| 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**: ____

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| 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**: ____

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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______%

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: ____________________________
EXHIBIT “C”
DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

(ON NEXT PAGE)
<table>
<thead>
<tr>
<th>Date</th>
<th>Invoice #</th>
<th>Contract Amount</th>
<th>Amendment Amount</th>
<th>Original DBE Due</th>
<th>DBE Due</th>
<th>Amount Paid to Date</th>
<th>% Total Payments Paid</th>
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**DBE/Non-DBE Vendor Participation Invoice Summary**

**Requested by:** [Name]

**Approved by:** [Name]

**Finance Dept.:** [Name]
EXHIBIT “D”

INSURANCE REQUIREMENTS

Design Consultant 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;

2. 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. Broad Form Property Damage (included in 1986 or later forms)
   E. Severability of Interest (included in 1986 or later forms)
   F. Underground, explosion, and collapse coverage (included in 1986 or later form)
   G. Personal Injury (deleting both contractual and employee exclusions)
   H. Incidental Medical Malpractice
   I. Sudden and Accidental Pollution Coverage
   J. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
   K. 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) Insurance company must be authorized to do business in the State of Georgia.

f) 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.

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

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

j) Design Consultant 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 Consultant will be primary over any insurance program carried by ABI.

k) Design Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Design Consultant 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.

l) Design Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Design Consultant 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 Consultant.

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

List of Design Consultant’s Personnel

The following individuals are authorized to provide work and services described in this Agreement pursuant to Section 14 herein:
EXHIBIT “F”
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 the _____ day of ________________, 20__.

____________________________________________  
NOTARY PUBLIC

My Commission Expires: ______________

(NOTARY SEAL)
EXHIBIT “G”

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)
EXHIBIT “H”

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 _____________, 20__.

_____________________________________

NOTARY PUBLIC

My Commission Expires: _____________

(NOTARY SEAL)
EXHIBIT “I”

S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2) ATLANTA BELTLINE, INC. AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

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 in __________________ (city), __________________ (state).

_________________________________________  ____________________________
Signature of Applicant                  Date:

______________________________
Printed Name of Applicant

Sworn to and subscribed before me
This ____ day of ________________, 201__

_________________________________________  ____________________________
Notary Public      My commission expires:__________________________

(NOTARY SEAL)
APPENDIX A

ATLANTA BELTLINE FIRST SOURCE EMPLOYMENT AGREEMENT
CONSTRUCTION CONTRACTORS

THIS ATLANTA BELTLINE, INC. FIRST SOURCE EMPLOYMENT AGREEMENT (the “Agreement”), dated as of this the ___ day of __________, 2020 (the “Effective Date”) between ATLANTA BELTLINE, INC., a Georgia nonprofit corporation (“ABI”) and ______________ [name of entity], a ____________ [type of entity] (the “Construction Contractor”).

WITNESSETH:

WHEREAS, ABI has been formed by The Atlanta Development Authority (the “Authority”) to perform certain of the Authority’s redevelopment responsibilities for the City of Atlanta (the “City”) with respect to the City of Atlanta Tax Allocation District Number Six – BeltLine (the “BeltLine TAD”) and the BeltLine Redevelopment Plan (the “Redevelopment Plan”) approved and adopted pursuant to Ordinance 05-O-1733 (the “BeltLine Ordinance”) duly adopted by the City Council of the City on November 7, 2005, as approved by the Mayor of the City on November 9, 2005;

WHEREAS, the City Council of the City, by Ordinance 06-O-1568, adopted on July 17, 2006, and approved by the Mayor of the City on July 18, 2006, approved certain projects or phases of projects to implement the Redevelopment Plan (the “Five-Year Work Plan”); and

WHEREAS, the U.S. Census Bureau shows the City with twenty-eight neighborhoods where forty percent (40%) or more of the residents are living below the federal poverty level, many of which are located within the BeltLine TAD; and

WHEREAS, ABI and the City desire to address the issues of unemployment and underemployment by providing meaningful employment opportunities to residents located within the Atlanta BeltLine neighborhoods; and

WHEREAS, in order to address these issues, Section 19 of the BeltLine Ordinance provides that “[T]he capital projects that receive funding from TAD bond proceeds shall reflect, through the Agreements or funding agreements that accompany such projects, certain community benefit principles, including, but not limited to: prevailing wages for workers; a “first source” hiring system to target job opportunities for residents of impacted low income Atlanta BeltLine neighborhoods; and establishment and usage of apprenticeship and pre-apprenticeship programs for workers of impacted Atlanta BeltLine neighborhoods”; and

WHEREAS, a Community Benefits Jobs Policy was adopted by the Board of Directors of ABI on June 16, 2009, for the purpose of providing employment opportunities for the unemployed and the economically disadvantaged (the “Community Benefits Jobs Policy”), which Community Benefits Jobs Policy will be administered on behalf of ABI by the Atlanta Workforce Development Agency (“AWDA”), now known as WorkSource Atlanta (“WSA”), and monitored by ABI; and
WHEREAS, ABI and AWDA entered into that certain Memorandum of Understanding, dated September 1, 2009 (the “AWDA MOU”) setting forth the parameters for providing recruitment, referral and placement services through the Atlanta BeltLine First Source Register to the Construction Contractor; and

WHEREAS, the Contractor has entered into an Agreement Regarding Design and Construction Services for the Reynoldstown Community Space, dated as of the ___ day of ___________, 2020 __, (“the Effective Date”) with ABI (the “Agreement”), whereby ABI desires for the Contractor to perform all work required for the construction services and improvements to the “project name” (the “Project”); and

WHEREAS, in order to induce and further facilitate the successful accomplishment of Section 19 of the BeltLine Ordinance, the Redevelopment Plan and the Community Benefits Jobs Policy, ABI and the Contractor desire to enter into this Agreement to set forth the respective responsibilities and obligations of each party during the Project.

NOW, THEREFORE, in consideration of the mutual covenant herein contained, ABI and the Contractor hereby agree as follows:

Section 1. Definitions. The following capitalized terms shall have the following meanings. All definitions include both the singular and plural forms.

“Atlanta BeltLine First Source Register” shall mean the register provided by WSA providing the Contractor and its Subcontractors with Targeted Residents and residents of the City of Atlanta from which to fill Entry-level construction positions.

“Construction Contract” shall mean any contract or subcontract of any tier between the Contractor and the Subcontractor that is for the performance of construction on the Project.

“Entry-level” shall mean any non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. This definition includes, but is not limited to apprentices.

“Subcontractor” shall mean any contractor performing construction work either directly or indirectly for the Contractor, pursuant to any Construction Contract, including any lower-tier subcontractors.

“New Construction Positions” shall mean any non-executive, non-professional engineering, non-office, or non-clerical jobs, or any jobs not filled by full-time employees on the Contractor’s payroll for at least three months prior to the notice to proceed for the Project.

“Targeted Resident” shall mean a resident of the City, who is living in identified census tracts within the BeltLine TAD.
Section 2. General.

A. Contractor shall and shall cause the Contractor’s Subcontractors to use WSA as its first source for the recruitment, referral and placement of New Construction Positions through the Atlanta BeltLine First Source Register subject to the terms of this Agreement.

B. Pursuant to the AWDA MOU, WSA will provide recruitment, referral and placement services through the Atlanta BeltLine First Source Register to the Contractor and its Subcontractors subject to the limitations set forth in the MOU.

Section 3. Responsibilities of the Contractor. The Contractor shall, and shall cause its Subcontractors to:

A. Make a good faith effort, or cause a good faith effort to be made, to employ persons from the Atlanta BeltLine First Source Register to work at least fifty percent (50%) of the total jobs for all Entry-level New Construction Positions for the Project and to work at least twenty percent (20%) of the total jobs for all New Construction Positions for the Project.

B. Utilize the Atlanta BeltLine First Source Register as the initial source for procuring candidates for all New Construction Positions for the Project.

C. At least ten (10) days prior to hiring for any Construction position at the Project, provide WSA with a list of all New Construction Positions for which the Contractor is hiring for the Project, as well as the job qualifications for those positions.

D. If the Contractor contracts with a Subcontractor, the Contractor shall require the Subcontractor to complete the Employer’s Projection of Positions Form, a copy of which is attached hereto as First Source Exhibit A and submit the original of the same and a copy to WSA’s First Source Officer prior to executing a Construction Contract with the Subcontractor and prior to the Subcontractor hiring for any positions for the Project.

E. Include provisions in all Construction Contracts entered into with Subcontractors requiring such Subcontractors to represent and warrant that they shall adhere to the terms of this Agreement.

F. Prior to or upon execution of the Construction Contract between the Contractor and the Subcontractor, or between a Subcontractor and any lower-tier contractor, provide training to the Subcontractor in order to provide the Subcontractor with all necessary information and materials in order for the Contractor to comply with this Agreement.

G. Along with the execution of the construction contract, submit First Source Exhibit D, a plan for new hires generated by the construction project.

H. Provide letters of assent to the terms of this Agreement to WSA from Construction Contractors, including Subcontractors, prior to any Construction Contractor performing any work on the Project.
I. Evaluate and interview all candidates provided by WSA from the Atlanta BeltLine First Source Register and provide WSA with the Post-Interview Evaluation Form, attached hereto as First Source Exhibit B, within ten (10) days of the evaluation and interview.

J. With the submittal of each payment application for the Project, provide to ABI the following documentation documenting the Contractor's as well as the Subcontractor's efforts to comply with this Agreement:

   (i) a copy of all completed Employer’s Projection of Positions Forms, in the form attached hereto as First Source Exhibit A, which have been completed since the last requisition submitted;

   (ii) a copy of all completed Post-Interview Evaluation Forms, in the form attached hereto as First Source Exhibit B, which have been completed since the last requisition submitted; and

   (iii) the completed and certified Requisition Progress Report, in the form attached hereto as First Source Exhibit C, pursuant to the Project, certifying compliance with this Agreement and detailing individuals who were hired, their address, neighborhood, start and end employment dates and hours worked during that month.

K. Concurrently provide the completed and certified Requisition Progress Report in the form attached hereto as First Source Exhibit C to WSA.

L. Maintain daily sign-in sheet logs, payroll and residency records for all of its employees and make said payroll and residency records available to WSA upon written request. WSA shall not use such records for any purpose other than monitoring of compliance with this Agreement.

Section 4. Nondiscrimination. No party to this Agreement shall discriminate against Targeted Residents in any terms and conditions of employment, including retention, promotions, job duties, shift assignments and training opportunities.

Section 5. Events of Default. If ABI determines through WSA that the Contractor has not complied with the terms of this Agreement, ABI may take any or all of the following actions:

   A. Withhold progress payments of up to 10% of the Contract Amount;

   B. Terminate the Agreement; or

   C. Declare the Construction Contractor ineligible for participation in future contracts with ABI for a period of three (3) years from the date of termination of the Agreement.

Section 6. Notices. All notices, consents, approvals and other communications which may be or are required to be given by ABI, WSA or the Contractor under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return
receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), (d) by email to the email address listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the methods listed in this Section 6(a), (b) or (c)) or (e) by facsimile to the facsimile number listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c)), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:

If to Contractor:

____________________________
____________________________
Telephone: (XXX) XXX-XXXX
Attn: ________________________
Email: ________________________

If to ABI:
Atlanta BeltLine, Inc.
100 Peachtree Street, NW, Suite 2300
Atlanta, GA 30303
Telephone: (404) 477-3636
Attn: Art & Culture Manager
Email: mkyle@atlbeltline.org

Atlanta BeltLine, Inc.
100 Peachtree Street, NW, Suite 2300
Atlanta, GA 30303
Telephone: (404) 477-3545
Attn: Assistant General Counsel
Email: mthomas@atlbeltline.org

If to WSA:
WorkSource Atlanta
818 Pollard Boulevard
Atlanta, GA 30315-1523
Attn: First Source Officer

Each party may change its address by written notice in accordance with this Section (effective five (5) days after the delivery of written notice thereof). Any communication addressed and mailed in accordance with this Section will be deemed to be given when received, unless rejected or returned by the recipient, in which case when mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for, or actually received, by the party identified above.

Section 7. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any
party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 8. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Construction Contractor may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of ABI, which consent may be withheld or conditioned in the sole discretion of ABI; provided, however, that ABI will not unreasonably withhold its consent to an assignment by the Construction Contractor of all or any of its rights under this Agreement.

Section 10. Exhibits; Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the Agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 11. Applicable Law. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of Georgia.

Section 12. Entire Agreement. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 13. Termination of Agreement. Without cause, ABI may terminate this agreement at any time upon thirty (30) days' written notice to the Contractor and WSA.

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTAINED ON NEXT PAGE.)
IN WITNESS WHEREOF, this Agreement is executed by ABI, WSA and the Contractor as of the date first written above.

ATLANTA BELTLINE, INC.
a Georgia nonprofit corporation

By: ________________________________
    Clyde Higgs, President and CEO

CONTRACTOR

By: ________________________________
    Signature

______________________________
Name (Typed or Printed)

______________________________
Title
INSTRUCTIONS

Pursuant to the Atlanta BeltLine First Source Employment Agreement, all contractors must provide: a.) a letter of assent to the terms of the Atlanta BeltLine First Source Employment Agreement, and b.) a list of any non-New Construction Position workers that may be on the construction site during the life of the project immediately upon execution of any contractor or subcontractor contract.

Please complete Sections 1 and 2 of this form.

SECTION 1. CONTRACTOR ASSENT

I have read the Atlanta BeltLine First Source Employment Agreement and assent to the terms therein.

___________________________________________
Contractor

___________________________________________
Date

SECTION 2. NON-NEW CONSTRUCTION POSITIONS

Please list all of the full-time construction workers that may work on the site during the life of the project. Indicate the category of work for which they will be utilized. This list shall be deemed exempted positions. WSA will not need to be notified 10 days prior to their hiring or arrival on the project site as long as their names are reflected on this list. A non-New Construction Position is any executive, professional engineering, office, or clerical jobs, or any jobs filled by full-time salaried employees on the Construction Contractor’s payroll for at least three months prior to the notice to proceed for the project.

Continued on Next Page
## SECTION 2
CURRENT CONSTRUCTION PROJECT EMPLOYEES

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First Source Exhibit B to Appendix A
POST INTERVIEW EVALUATION FORM

Instructions

Pursuant to the Atlanta BeltLine First Source Employment Agreement, the Contractor and any Subcontractors must complete and submit this form to WorkSource Atlanta (“WSA”) within ten (10) days of interview with a potential employee.

Name of the candidate:________________________________________

Date interviewed:______________________

Did this person meet the qualifications for the position? Why or Why not?

__________________________________________________________________

Was the candidate hired? (Y/N):____________

If not, why was the candidate not hired for this position?

__________________________________________________________________

How could the candidate improve his or her employability for this position?

__________________________________________________________________
First Source Exhibit C to Appendix A
Requisition Progress Report
First Source Exhibit D – Hiring Plan to Appendix A

Part of the Atlanta BeltLine project is connecting new employment opportunities with residents in the City of Atlanta that surround the BeltLine. Please list the positions for which new hires will be needed outside of pre-existing employees.

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