INVITATION TO BID

EASTSIDE TRAIL EXTENSION CONSTRUCTION PHASE II

BIDS DUE:
THURSDAY, JANUARY 18, 2018, 1:00 PM

Envelope(s) shall be sealed and marked:
Eastside Trail Extension Phase II

Submit one (1) printed original, (5) complete copies, and one (1) electronic (CD or flash drive) in PDF format to:

Atlanta BeltLine, Inc.
Attn: Kim Nicholson, Procurement Officer
100 Peachtree Street NW, Suite 2300
Atlanta, GA 30303

MANDATORY Pre-Bid Conference and Site Visit
Tuesday, December 12, 2017, at 1:00 PM at the office of Atlanta BeltLine Inc., 100 Peachtree Street NW, Suite 2300, Atlanta, GA 30303.

Refer all questions in writing no later than Tuesday, December 19, 2017, by 3:00 p.m. to:

Kim Nicholson, Procurement Officer
knicholson@atlbeltline.org

Electronic submittal of a bid is not permitted
Late bids will not be accepted
NOTICE OF INVITATION TO BID

Project: **Eastside Trail Extension Phase II**

Atlanta Beltline Inc. (ABI) is soliciting competitive sealed bids from qualified firms to construct a multi-use path inclusive of but not limited to grading, bridge demolition and construction, grading, erosion control, stormwater system(s), electrical and CCTV from Irwin Street to DeKalb Avenue, through the Krog Street Tunnel, along Wylie Street with a Bid Alternative from South of Kirkwood Avenue to Memorial Drive as shown on the construction documents.

Sealed bids will be received by the Procurement Officer at 100 Peachtree Street NW, Suite 2300, Atlanta, GA 30303, until 1:00 PM on Thursday, January 18, 2018, and will be publicly opened and read at 1:05 PM on the same day. All late bids received after 1:00 PM will not be accepted. Bid packages must be identified on the exterior with the Project Name, name of bidder, date and time of opening.

Construction Drawings and Specifications will be available for downloading from our web site, www.atlbeltline.org.

A **MANDATORY Pre-Bid Conference and Site Visit** will be held on Tuesday, December 12, 2017, at 1:00 PM at the office of Atlanta BeltLine Inc., 100 Peachtree Street NW, Suite 2300, Atlanta, GA 30303. After a brief overview of the project, we will proceed to a site walk starting at Memorial Drive.

The purpose of the mandatory Pre-Bid Conference is to provide bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from ABI and the Design Team at the conference to discuss this project. Bidders are required to attend the Pre-Bid Conference and the site visit. Subcontractors are encouraged to attend.

Bidders will be allowed to ask questions during the Pre-bid conference. However, please note that oral answers to questions during the Pre-bid conference are not authoritative unless answered by written addenda to the contract documents. The last date to submit your questions in writing is **Tuesday, December 19, 2017, no later than 3:00 PM**. Questions must be submitted in writing by email to:

Kim Nicholson, Procurement Officer
knicholson@atlbeltline.org

Questions will be responded to via addendum on **Thursday, January 4, 2018 by 3:00 pm**. ABI reserves the right to issue addenda at any time during the procurement process. Please check the website regularly.

Equal Business Opportunity: ABI encourages all bidders to promote opportunities for diverse businesses, including Disadvantaged Business Enterprises (DBEs), to compete for business as subcontractors and/or suppliers. To support equal business opportunity, ABI has a DBE participation goal of 30% of the overall project amount be awarded to DBE subcontractors/suppliers by the Bidder. **Please confirm that all required documents regarding DBE Participation are complete in order for your bid to be responsive.**

Bids in the case of organizations not chartered in Georgia, must be accompanied by proper certification stating that said organization is authorized to do business in the State of Georgia.
No bidder may withdraw a bid within one hundred twenty (120) days after the actual date of the opening thereof.

Bidder agrees to complete the Contract awarded within the “allowable calendar days for completion” from the date of the “Notice to Proceed.” Bidder further agrees that the Owner may retain from the monies which may become due in the amount of $1,000 dollars/day (past final completion) for each and every day that the completion of the work may be delayed.

All bidders are required to submit a Bid Bond or certified check made payable to Atlanta Beltline Inc. in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid. The successful bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents.

The bidder’s Bonding Company must be licensed to do business in Georgia by the Georgia Secretary of State and the Georgia Insurance Department, and be listed in the Department of Treasury’s Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-1 or higher.

All bonds must be submitted on forms provided by ABI. Agencies providing bonds and insurance must provide proof that they meet the criteria outlined in the bid and contract documents.

ABI reserves the right to cancel any and all solicitations and to accept or reject, in whole or part, any and all bids when it is for good cause and in the best interest of ABI. ABI will not be responsible for any cost of the bidder associated with the preparation of its bid.

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INSTRUCTIONS TO BIDDERS

Project: Eastside Trail Extension Phase II

Bid Due Date: Thursday, January 18, 2018

The complete Bid Document Package will include the NOTICE TO BID; Plans and Specifications (including General and Special Conditions) Bid Documents and Contract Documents as outlined below:

A. No Cost Items: The following items are available to all interested parties at no cost.

1) Invitation to Bid

2) Plans

3) Volume 1 of 2 – Front End Documents
   a. Bid Documents which include:
      i. Notice of Invitation to Bid
      ii. Instructions to Bidders
      iii. Project Description and Background
      iv. Scope of Services
      v. ABI Terms and Conditions
      vi. Statement of Values Appendix “C”
   b. Contract Documents which include (will be issued by addendum):
      i. Contract Agreement
      ii. Performance Bond
      iii. Payment Bond
      iv. Acknowledgement of Contractor – Corporation
      v. Acknowledgement of Contractor – Partnership
      vi. Acknowledgement of Contractor – Individual
      vii. Acknowledgement of Principal – Corporation
      viii. Acknowledgement of Principal – Partnership
      ix. Acknowledgement of Principal – Individual
      x. Acknowledgement of Surety Company

4) Volume 2 of 2 – Appendix “B” Specifications (including Special and General Conditions)
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INSTRUCTIONS TO BIDDERS

Eastside Trail Extension Phase II

Project Description and Background
The existing and highly used Eastside Trail running from 10th Street and Monroe Drive to its present terminus at Irwin Street was opened in the fall of 2012. Based on user counts, there are over 800,000 people/year utilizing this trail via any of several modes: walking, biking, jogging, etc. Eastside Trail Extension Phase I was completed in 2017 south from Irwin Street rerouting users temporarily from Edgewood Bridge ramp/stair to the Krog Street and DeKalb Avenue Intersection before going east along Wylie Street and terminating at Kirkwood Avenue.

Phase II of the Eastside Trail Extension will continue the trail from its temporary terminus just north of Kirkwood Avenue to the intersection of Memorial Drive and Bill Kennedy Way. The project will include the removal and reconstruction of a bridge with ramp and stair connection at Mauldin Street, streetscape improvements along Mauldin Street/Fulton Terrace and pedestrian intersection improvements at Memorial Drive and Bill Kennedy Way.

SCOPE OF SERVICES
The selected General Contractor (GC) shall furnish all labor, insurance, supervision, equipment, materials and incidentals necessary for the construction of the proposed improvements described herein. All improvements must meet or exceed existing Americans with Disabilities Act Accessibility Guidelines (“ADAAG”), City of Atlanta, and any other applicable standards. All plans will be available at the ABI office upon request.

Part 1: Base Bid Scope of Services:
Begin from Station 54 + 00 North of Kirkwood Avenue and continue to Station 68 +00 at the Memorial Drive intersection.

The improvements consist of but are not necessarily limited to the following:

- Site demolition as required
- Grading and construction of stormwater conveyance system per permitted plans
- Construction of a multi-use path
- Site Lighting
- Construction of a vehicular speed table at Kirkwood Avenue
- Demolition of the existing rail bridge at Mauldin and Fulton Terrace streets
- Construction of new bridge abutments and a pedestrian walkway in the same location
- Construction of stairs and a ramp adjacent to the new bridge
- A new sidewalk along Fulton Terrace from Chester Street to Holtzclaw Street
- Work within the Memorial Drive/ Bill Kennedy Way intersection
- Installation and two year maintenance of groundcover and plantings. No Tree planting should be included in the bid pricing; all trees are to be planted as a separate contract with Trees Atlanta and ABI.
Part 2: Base Bid for Trail Construction from Edgewood to DeKalb Avenue
The second Base Bid includes the construction of the multi-use path, duct bank, lighting/camera installation, relocation of existing camera fiber and sod shoulder installation between the Edgewood Bridge (STA 14 +00) and DeKalb Avenue (STA 20 +00).

Additional Alternate Scope of Services:
Bid Alternate 1 includes the design and build of the Mauldin Bridge with smaller scale abutments.

Bid Alternate 2 consists of the removal of an existing train signal light near the intersection of DeKalb Avenue and Airline Street. The signal will be moved to a storage location at 1050 Murphy Avenue.

GC Responsibilities
The responsibilities of the GC include, but are not limited to the following:
- The GC shall construct the proposed grading, stormwater conveyance plans and associated appurtenances as described in the construction documents.
- The selected GC shall work closely with the Atlanta BeltLine and the City of Atlanta to coordinate safety, security and traffic issues in and around the job site. The Atlanta BeltLine and City of Atlanta shall have the final authority on all security and traffic related recommendations.
- The GC shall, at its expense, maintain the project site in a clean, orderly and safe condition and employ sufficient personnel to comply with these obligations.
- The GC shall, during the term of the agreement, be solvent and fully able to meet its obligations hereunder described and when they become due;
- GC shall adhere to all applicable labor and employment laws, hazardous materials regulations, safety standards, and regulations pertaining to employees in a public facility;
- The GC shall work with Atlanta BeltLine’s Community Engagement staff as required to ensure that the surrounding neighbors are adequately informed of the job’s progress.
- Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:
  a. ABI, Invest Atlanta and the City of Atlanta shall be named as Co-obligees on all bonding;
  b. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to ABI, Invest Atlanta, and the City of Atlanta, and be authorized to act as such in the State of Georgia;
  c. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
  d. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.
  e. The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control.
Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

f. Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of ABI or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails to execute the Agreement and to furnish the other documents required within fifteen (15) days, ABI will retain the Bid Guarantee as liquidated damages and not as a penalty.

g. Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

SCHEDULE
The GC shall complete the project within 240 days of receiving a Notice to Proceed. Failure to meet this schedule may result in the assessment of liquidated damages in the amount of $1,000/day. ABI will schedule weekly meetings with the GC, sub-contractors, and other partners. Said meetings will be held in the Project trailer.

REQUIRED BID CONTENT
In order to secure information in a form which will ensure that bids can be properly evaluated, you are asked to submit your bid in the format listed below. Standard bid formats are acceptable provided the following information is included:

• Title page should include the bid subject, the firm’s name, address, phone and fax numbers, email address, and contact person, and due date of the bid.

• Table of Contents with page numbers.

• A transmittal letter briefly stating the understanding of the work to be done, the commitment to perform the work within the schedule, a statement why the firm believes is the best qualified to perform the engagement and that the bid is an irrevocable offer for a stated period of time (minimum 120 days).

• Information about the firm.

• A description of your understanding of the project objectives and outcomes and how these will be achieved.

• Team composition—a complete listing of all key personnel who will be assigned to this project, their background, experience, qualifications, roles and responsibilities, and availability.
• All bid forms completely filled in.
• A proposed work plan and time schedule addressing the scope of work.
• A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan.
• Outline the level of support your firm will require of ABI staff. ABI staff will run the public community engagement process. However, the GC will be required to attend public meetings to answer questions.
• Proof of the following experiences related to the execution of this contract either by the GC or any of its sub-contractors:
  o Evidence of completing a minimum of three (3) similarly sized jobs within the past ten (10) years
  o Evidence of the demolition of one or more large concrete structures within proximity of existing underground utilities
  o Evidence of new bridge construction of a similar size and complexity
  o Evidence that this project represents no more than 50% of the total bonding capacity of the firm

ABI retains the right to request any additional information pertaining to the GC’s ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work. ABI reserves the right to reject any and all Bids and to waive any informality in the solicitation process.

Every effort should be made to make bids as concise as possible using a minimum font size of 12 point. The body of the submittal is limited to a maximum of fifteen (15) double-sided pages.

Bids shall be submitted in sealed envelopes and clearly marked with “Eastside Trail Extension Bid”. The bids will be reviewed to ensure that they are responsive and responsible. Bids that are deemed to be non-responsive and/or non-responsible will be disqualified from further consideration. The basis of award of a contract is to the low, responsive and responsible bidder.

ABI assumes no obligation of any kind for expenses incurred in responding to this ITB. ABI reserves the right to reject all bids at its sole discretion. Bids, including costs, shall be honored for a period not to exceed 120 days.

**EVALUATION OF BIDS**

Bids must meet certain mandatory criteria in order to qualify for further evaluation. Any “no” answer to the first two questions will disqualify the bid.

1. Is the GC properly licensed?
2. Has disciplinary action been taken or is pending against the GC?

Bids will be reviewed using the following technical criteria. Bids shall address each question.

• Does the bid fully respond to the needs of ABI?
• What is the timeframe the GC will be able to complete the services requested?
• Is the quality of the GC’s professional personnel to be assigned to the engagement and quality of the GC’s management support personnel available for technical consultation adequate?
• Has the GC constructed similar projects in scope and cost?
Does the bid adequately describe in a clear, concise, and understandable manner the procedures to be used?

SITE LOCATION MAP

Part 1 - Base Bid
Part 2 Base Bid – Construction from Edgewood Avenue to DeKalb Avenue

Bid Alternate 2
ATLANTA BELTLINE TERMS & CONDITIONS

1. SOLICITATION/NOT OFFER

This solicitation does not constitute an offer by Atlanta Beltline Inc. (ABI) to enter into an agreement and is not an offer that can be accepted by the bidder to form an agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into agreement with ABI. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an agreement with ABI.

This solicitation is an invitation for the bidder to make an offer to ABI in the form of a bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind ABI to any contractual Agreement until such time as the Agreement has first been awarded by ABI to the most responsible and responsive bidder whose bid meets the material requirements and criteria set forth in the solicitation and the same is accepted and fully executed and sealed by agents of ABI designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN FOR 120 DAYS.

Your response to this solicitation is a firm offer, which ABI may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by ABI will form an Agreement, which is enforceable against you.

2. RECEIPT AND OPENING OF BIDS

Sealed bids for the Eastside Trail Extension Phase II will be received by the Procurement Officer at 100 Peachtree Street NW, Suite 2300, Atlanta, Georgia 30303, no later than 1:00 PM, Thursday, January 18, 2018. All bids received by the time and date established above will be opened and publicly read at 1:05 PM (the “Bid Opening”).

ABSOLUTELY NO BID WILL BE ACCEPTED AFTER 1 PM.

3. PREPARATION OF BIDS

All bids must be submitted on bid document forms supplied by ABI and shall be subject to all requirements of the Agreement Documents (as hereinafter described). All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the bidder.

Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any bid item for which a fixed amount predetermined by ABI has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all bidders as the price for such item, and shall not be revised unless ABI directs a change in the Scope of Work affecting the item to which such amount relates.

ABI may consider as irregular any conditional bid or any bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.
Erasures or other changes in the bids must be explained or noted over the signature of the bidder. Failure
to do so shall render the bidder as non-responsive and cause rejection of the bid.

Failure to execute the Bid Schedule/Bid Form documents may render the bidder as non-responsive and
cause rejection of the bid at the sole discretion of ABI.

4. **HOW TO SUBMIT BIDS**

Submit the original and five (5) copies of the bid and all other required documents. The bid and other
required documents, as outlined in the Bid Submittal Check Sheet, may be photocopied for submission of
bids.

The complete bid document shall be enclosed in a sealed package which shall be clearly labeled with the
project name, name of bidder, and date and time of the bid opening.

Bids must be addressed to:

   Kim Nicholson, Procurement Officer
   Atlanta Beltline Inc.
   100 Peachtree Street NW, Suite 2300
   Atlanta, GA 30303

5. **EXECUTION OF BIDDING DOCUMENTS**

Bidders shall submit their bids, together with the Bid Guarantee and all forms which the bidder is required
to sign, executed in the appropriate manner as set forth below:

   a. If the bidder is a corporation, all required documents shall be signed by the president or
      vice-president of the corporation, whose signature shall be attested by the secretary or assistant
      secretary of the corporation and the corporate seal affixed.

   b. If the bidder is an individual, the bidder shall sign all required documents and his or her
      signature shall be notarized by a notary public.

   c. If the bidder is an individual doing business under a trade name, all required documents
      shall be signed by the bidder whose signature shall be followed by either, "doing business as," or
      "trading as," followed by the trade name of the bidder's business, and notarized by a notary public.

   d. If the bidder is a partnership, all required documents shall be executed by placing the name
      of the partnership followed by "By: (the name of the partner executing)" followed by the word
      "Partner," and notarized by a notary public.

   e. If the bidder is a limited liability company, all required documents shall be signed by the
      sole or managing member or manager, as the case may be.

   f. If the bidder is a joint venture, each party to the joint venture shall execute the Bid
      Documents in the manner set forth in items a, b, c, d or e of this article of the Instructions to
      Bidders as appropriate for this type of organization.

If the bidder is a Joint Venture, all other documents in the Bid Documents shall be executed by one of the
parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

6. **EX PARTE COMMUNICATION**

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

7. **FORCE MAJEURE**

Neither party shall be held to be in breach of the Contract resulting from this ITB because of any failure to perform any of its obligations hereunder if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

8. **ERRORS IN BIDS**

Bidders and their authorized representatives are required to fully familiarize themselves with the conditions, requirements, addenda and specifications before submitting a bid. Failure to do so will be at the bidder's own risk. In case of error in extension or prices in the bid, the unit prices(s) shall govern.

9. **DISQUALIFICATION OF BIDDERS**

Any of the following may be considered as sufficient justification for disqualification of a bidder and the rejection of the bid:

a. Submission of more than one bid for the same work by an individual, firm, partnership, corporation or any other organization under the same or different name(s);

b. Evidence of collusion among bidders;

c. Previous participation in collusive bidding on work for ABI;

d. Submission of an unbalanced bid, in which the prices quoted for same items are out of proportion to the prices for other items;

e. Lack of competency of bidder (the Agreement will be awarded only to a bidder(s) rated as capable of performing the Work; ABI may declare any bidder ineligible at any time during the process of receiving bids or awarding the Agreement where developments arise which, in the opinion of ABI adversely affect the bidder's responsibility. However, in such cases, the bidder will be given an opportunity by ABI to present additional evidence before final
f. Determination that the bidder has a conflict of interest.

10. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, additions not called for, conditions limitations, unauthorized alternate bids or other irregularities of any kind. ABI reserves the right to waive any informalities or irregularities of bids.

11. FAILURE TO PERFORM

If for any reason the successful bidder fails to perform any of the work required by the Specifications, or if the work performed is not as specified, ABI reserves the absolute right to have such work performed by other persons and deduct the cost thereof from the bid price in the agreement of the non-performing bidder.

12. PRICING SHEET

Prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any bid item for which a fixed amount predetermined by ABI has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all bidders as the price for such item, and shall not be revised unless ABI directs a change in the Scope of the Work affecting the item to which such amounts relates. The award will be based on the total fixed unit cost for all items aggregated.

13. BID GUARANTEE

Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total bid amount. At the option of the bidder, the guaranty may be a certified check payable to the order of ABI or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No bid shall be considered unless it is accompanied by the required guaranty. The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful bidder as required by the Agreement Documents. The Bid Guarantee of the bidders submitting the five lowest total bid amounts for the Agreement will be retained either until the successful bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth calendar day after the Bid Opening date, whichever is sooner. Other Bid Guarantees will be returned within ten calendar days after the Bid Opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten calendar days thereafter. Each bidder agrees that if it is awarded the Agreement and fails to execute the Agreement and to furnish the other documents required within fifteen days, ABI will retain the Bid Guarantee as liquidated damages for the bidder’s failure to fulfill its bid and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

14. STATEMENT OF BIDDER’S QUALIFICATIONS

The Statement of Bidder's Qualifications must be filled out completely, signed by the bidder, and
notarized.

ABI shall have the right to require such additional information, as it deems necessary to evaluate the ability of the bidder to successfully perform the work.

ABI reserves the right to reject any bidder who does not satisfy ABI as to its ability to successfully perform the work, previous pre-qualification notwithstanding.

15. AFFIDAVITS

The affidavit must be filled in completely, signed by the bidder, and notarized. Violation of the statements set forth in the affidavit may be grounds for rejection of bid, or termination of Agreement by ABI, as appropriate, as well as other appropriate remedies as provided by local, state, and federal statutes.

16. EQUAL BUSINESS OPPORTUNITY

The bidder shall complete the Sub-Contractor/Sub-Consultant Utilization and DBE Participation Certification form included in the bid documents and the DBE Utilization Plan and allocate work consistent with said forms.

A determination by ABI that misstatements have been made by the bidder in this document shall be cause for rejection of bid or termination of Agreement, as appropriate.

17. AUTHORIZATION TO TRANSACT BUSINESS

If the successful bidder is an organization or organizations combined to form a joint venture, before the Agreement is executed, the organization or the members of the Joint Venture team must submit documentary evidence from the Secretary of State that the organization is in good standing and that the organization is authorized to transact business in the State of Georgia. ABI reserves the right to request this evidence anytime during the procurement process.

18. BID FORM

The bidder must complete and execute these sections of the Bidding Documents.

19. PRE-BID INSPECTION

Prior to submission of a bid, the bidder shall have made a thorough examination of the Work Site. The bidder shall become informed as to the nature of the proposed construction, the kind of facilities required to carry out the construction, labor conditions, and all other matters that may affect the cost and time of completion of the work upon which it bids.

The bidder shall make itself familiar with all of the Agreement Documents and other instructions before submitting its bid, in order that no misunderstanding shall exist in regard to the nature and character of the work to be done. No allowance shall be made for any claims that the bid is based on incomplete information as to the nature and character of the site or the work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing, and ABI shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.
20. **ADDENDA AND INTERPRETATIONS**

All questions by prospective bidders as to the interpretations of the Bidding Documents must be submitted by email to knicholson@atlbeltline.org and must be received no later than the time and date specified in the Invitation to Bid.

Every interpretation made to a bidder will be in the form of an addendum to the Bidding Documents, and when it was issued. In addition, all addenda will be sent via e-mail to each person attending the Pre-Bid Conference and will be posted on the website with other Bid information. It is the bidder’s responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Agreement and all bidders shall be bound by such addenda, whether or not received by the bidders. Please double check the website to ensure that you have all documents that have been issued prior to submitting your bid.

ABI shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whosoever made, that is not incorporated into an addendum to the Bidding Documents. No response shall be made to inquiries received later than the time and date specified in the Invitation to Bid.

21. **MANDATORY PRE-BID CONFERENCE and MANDATORY SITE VISIT**

A MANDATORY Pre-Bid Conference and site visit will be held at the office of Atlanta BeltLine, Inc., located in the Equitable Building at 100 Peachtree Street NW, Suite 2300, Atlanta, GA 30303, on Tuesday, December 12, 2017, at 1:00 PM.

General requirements of the work will be discussed at the Pre-Bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. Oral answers to questions during the Pre-bid Conference will not be authoritative.

The written bid documents supersede any verbal or written communications disseminated held prior to the release of the official Invitation to Bid.

It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

22. **TIME FOR RECEIVING BIDS**

Sealed bids will be received by the Procurement Officer at 100 Peachtree Street NW, Suite 2300, Atlanta, GA 30303, no later than 1:00PM, Thursday, January 18, 2018, and will be publicly opened and read at 1:05 PM. All bids received after 1:00 PM shall be deemed late and will not be accepted. Bid envelope must be marked on the outside with the Project Name, name of bidder, date and time of opening.

23. **BID MODIFICATION AND WITHDRAWAL DUE TO ERRORS**

The bidder shall give notice in writing of his claim of right to withdraw a bid without penalty due to an error within two (2) business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the price was substantially lower than the other bids due solely to a mistake therein, provided the bid was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the bid, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from
inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The bidder’s original work papers shall be the sole acceptable evidence of error and mistake if the bidder elects to withdraw a bid. If a bid is withdrawn under the authority of this provision, the lowest remaining responsive bid shall be deemed to be low bid.

No bidder who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted. A bidder has up to 48 hours to notify the Procurement Officer of an obvious clerical error made in calculation of a bid in order to withdraw a bid after the bid opening. A request to withdraw a bid for this reason must be submitted in writing within the 48 hour period. Bidders who fail to request withdrawal of a bid by the required 48 hours shall automatically forfeit the bid bond. A bid may not be withdrawn otherwise.

24. **NON-COLLUSION**
Bidder declares that the bid is not made in connection with any other bidder submitting a bid for the same commodity or commodities, and that the bid is bona fide and is in all respects fair and without collusion or fraud. An affidavit of non-collusion shall be executed by each bidder. Collusion and fraud in bid preparation shall be reported to the State of Georgia Attorney General and the United States Justice Department.

25. **TERMINATION FOR CONVENIENCE**
ABI may terminate this agreement for its convenience at any time upon 30 days written notice to the contractor. In the event of the ABI’s termination of this agreement for convenience, the contractor will be paid for those services actually performed. Partially completed performance of the agreement will be compensated based upon a signed statement of completion to be submitted by the contractor, which shall itemize each element of performance.

26. **TERMINATION FOR CAUSE**
ABI may terminate this agreement for cause upon ten days prior written notice to the contractor of the contractor’s default in the performance of any term of this agreement. Such termination shall be without prejudice to any of ABI’s rights or remedies by law.

27. **BID EVALUATION**

a. Each bid timely received and in ABI’s hands by the date and time set forth for the Bid Opening shall constitute an offer to perform the work on the terms and conditions of the Agreement Documents and all other requirements, all for the total bid. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a bid, each bidder promises and agrees that its bid shall be irrevocable for a period of one hundred twenty calendar days after the Bid Opening and will not be withdrawn or modified during that time. ABI may accept any bid by giving the bidder written notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between ABI and the bidder or bidders concerned.

b. After the bids have been opened and before any award is made, ABI will evaluate the bid process, the total bid, the supplements to the Bid Form, bidder’s experience, financial data, proposed subcontractors and DBE participation, and other data relating to bidders’ responsibility and qualifications to perform the Agreement satisfactorily.
c. All extensions of the unit prices shown and the subsequent addition of extended amounts may be verified by ABI. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the total bid, the sum of the extended amounts shall govern.

d. Bidder may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed on the bid, and to submit other material information relative to proposed subcontractors or equipment manufacturers. ABI reserves the right to reject any proposed subcontractor or equipment manufacturers whose technical or financial ability or resources or experience are deemed inadequate or with whom ABI or the City have had a negative experience.

e. ABI reserves the right to reject any bid when the prices of which appear to be unbalanced, and to reject any or all bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of ABI. An unsigned Bid Form will not be considered.

f. Where only a single responsible and responsive bid is received, ABI may in its sole discretion, elect to conduct a price or cost analysis of the bid. Such bidder shall cooperate with such analysis and provide supplemental information as may be required. The determination whether to enter into an Agreement with a single bidder shall be solely within ABI’s discretion.

f. Bids will be evaluated on the basis of determining the lowest total bid of a bidder, not including alternates, whose bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any bid may be rejected if it is determined by ABI to be non-responsive. However, ABI reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the project.

g. A Pre-award Conference may be conducted with the apparent low responsive and responsible bidder(s) to review general requirements of the Bidding Documents.

28. **AWARD CRITERIA**

An award will be made after evaluating the responsiveness, responsibility, and the total bid of each bidder. ABI intends to award the Agreement at the earliest practicable date to the lowest responsive and responsible bidder(s). ABI reserves the right to negotiate terms, conditions and pricing with the lowest responsive, responsible Bidder at its discretion. ABI reserves the right to award the Agreement to one or multiple bidders. ABI may make such investigations as it deems necessary to determine the ability of the bidder to perform, and the bidder shall furnish to ABI all such information and data for this purpose as requested. ABI reserves the right to reject any bid if the evidence submitted by, or investigation of such bidder, fails to satisfy ABI that such bidder is properly qualified to carry out the obligations of the contract.

ABI reserves the right to make an award as deemed in its best interest, which may include awarding a bid to a single bidder or multiple bidders; or to award the whole bid, only part of the bid, or none of the bid to single or multiple bidders, based on its sole discretion of its best interest.

a. The **responsiveness** of a bidder is determined by the following:
1) A timely and effective delivery of all services, materials, documents, and/or other information required by ABI;

2) Compliance by the bidder with DBE Participation requirements of ABI;

3) The completeness of all material, documents and/or information required by ABI; and

4) The notification of ABI of methods, services, supplies and/or equipment that could reduce cost or increase quality.

b. The responsibility of a bidder is determined by the following:

1) The ability, capacity and skill of the bidder to perform the Agreement or provide the Work required;

2) The capability of the bidder to perform the Agreement or provide the Work promptly or within the time specified without delay or interference;

3) The quality of performance of previous contracts or work for ABI or the City including, but is not limited to the quantity and cost of change orders due to the bidder’s inadequate interpretation or misinterpretation of the scope of work and/or specifications; timeliness of completion of specific milestones or the agreed upon schedule, and failure to communicate construction issues with ABI staff clearly and immediately.

4) The previous existing compliance by the bidder with laws and ordinances relating to the Agreement or work;

5) The previous experience as it relates to compliance with OSHA regulations and demonstration of an acceptable safety culture;

6) The sufficiency of the financial and labor resources and ability of the bidder to perform the services required under the Agreement or provide the work; and

7) The quality, availability and adaptability of the supplies or contractual work to the particular use required.

29. **SURETY BONDS**

Regarding submission of surety bonds prior to or subsequent to the bid submission, the following requirements are pertinent:

h. ABI, Invest Atlanta and City of Atlanta shall be named as Co-Obligees on all bonding;

i. Any surety bonds submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to ABI and the City of Atlanta, and be authorized to act as such in the State of Georgia;

j. Such bonds shall conform to the forms provided with the Bid Documents and be completed in
accordance with the instructions thereon; and

k. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one year after final acceptance of the work or the guaranty period under the Agreement, whichever is longer.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, Georgia law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

30. **POWER OF ATTORNEY**

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

31. **INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain during the life of this Agreement; Workers Compensation, General Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Bid Documents. ABI, Invest Atlanta and the City of Atlanta shall be named as additional insureds on all insurance policies.

32. **LAWS AND REGULATIONS**

The bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

a. Applicable provisions of the Occupational Safety and Health Act ("OSHA") must be observed during Work under this Agreement;

b. Applicable regulations and ordinances of the City of Atlanta must be observed during work under this agreement;

c. E-verify and S.A.V.E. obligations as required by law;

d. Applicable regulations of the Georgia Environmental Protection Division and the US Environmental Protection Agency must be observed during work under this agreement.

33. **AGREEMENT TERM**

The term of this Agreement shall be for a period of 180 days from Notice to Proceed.
34. **LIQUIDATED DAMAGES**

The performance of the Work under Agreement within the specified time is essential to ABI's economic interests. The attention of potential bidders is directed to the provisions of the Agreement Documents, which establish the basis for liquidated damages to be paid to ABI in the event that the Work is not completed on schedule.

35. **SAMPLE AGREEMENT and EXECUTION OF AGREEMENT**

Upon receipt of a bid package containing an ABI “Sample Agreement” as part of the requirements, it is understood that the bidder has reviewed the documents with the understanding that ABI requires that all agreements between the parties must be entered into via the final contract document.

Subsequent to the award and within fifteen days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to ABI four copies of the ABI Contractor Agreement as included in the Agreement Documents and provide performance and payment bonds and insurance certificates. The failure of the successful bidder to execute ABI-Contractor Agreement and to supply the required bonds within fifteen days after the prescribed forms are presented for signature, or within such extended period as ABI may grant, shall constitute a default, and the bidder shall forfeit the Bid Guarantee and ABI may either award the Agreement to the next lowest responsive and responsible bidder or re-advertise for bids, and may proceed against the bid bond of the defaulted bidder. If a more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against ABI for a refund.

36. **PRE-CONSTRUCTION CONFERENCE**

A required pre-construction conference shall be held with the successful bidder and all known Subcontractors at a time and place set by ABI.

37. **BIDDER'S ACKNOWLEDGEMENT**

The undersigned bidder acknowledges all requirements outlined in the above “Instructions to Bidder’s Package” and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

Signature: ______________________________________Date:________________  
(President, Vice President or Corporate Officer)

Printed Name: ________________________________Title: __________________

Attested by: ________________________________Date: __________________  
(Secretary of Corporation)

Printed Name ________________________________Title: __________________

SEAL

(Corporate Seal required if Bidder is Corporation)
EXHIBITS AND FORMS

EASTSIDE TRAIL EXTENSION PHASE II

EXHIBIT “A” CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

EXHIBIT “B” S.A.V.E. PROGRAM AFFIDAVIT

EXHIBIT “C” CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)

EXHIBIT “D” ATLANTA BELTLINE, INC. CODE OF ETHICS

EXHIBIT “E” BIDDER CERTIFICATION FORM

EXHIBIT “F” AFFIDAVIT OF NON-COLLUSION

EXHIBIT “G” BIDDER’S AFFIDAVIT

EXHIBIT “H” GEORGIA UTILITY CONTRACTOR’S LICENSE CERTIFICATION

EXHIBIT “I” BIDDER/CONTRACTOR’S DISCLOSURE & QUESTIONNAIRE FORM

EXHIBIT “J” STATEMENT OF BIDDER’S QUALIFICATIONS

EXHIBIT “K” INSURANCE & BONDING REQUIREMENTS

EXHIBIT “L” INSURANCE COVERAGE & BONDING CAPACITY

EXHIBIT “M” BID BOND

EXHIBIT “N” DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

EXHIBIT “O” DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

EXHIBIT “P” SUBCONTRACTOR/SUBCONSULTANT UTILIZATION & DBE PARTICIPATION CERTIFICATION

EXHIBIT “Q” GOOD FAITH EFFORT AFFIDAVIT

EXHIBIT “R” GOOD FAITH EFFORT ASSESSMENT

EXHIBIT “S” DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

EXHIBIT “T” BID FORM

EXHIBIT “U” BID SUBMITTAL CHECKLIST

APPENDIX “A” FIRST SOURCE EMPLOYMENT AGREEMENT
**EXHIBIT “A”**

**CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST**

Bidder's Name: ("Bidder")

Bidder's attention is directed to provisions of the Invitation to Bid (ITB) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Bidders are advised that certain firms will not be allowed to participate on any Bidder'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 ITB 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 Bidder's team (including the Bidder, 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 Request for Proposal (RFP).
   Bidder 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 Bidder is awarded the Contract. Bidder 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 RFP. Bidder shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Bidder or a member of Bidder's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

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

3. **Certification**
   The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Certification of No Organizational Conflict of Interest, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my Bid 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 Bid is subject to disqualification and/or my contract is subject to termination.
FOR OFFICIAL ABI USE ONLY:
Upon review of the response Bidder 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 “B”
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: ________________

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
EXHIBIT “C”

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: ______________
ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the Code of Ethics (the “Code”) to which employees of the 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 the 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 the Atlanta BeltLine, Inc.
- Family Member - refers to a Covered Person’s spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner or a person living in a stable family relationship with any employee. It also includes members of a Covered Person’s household, whether or not they are related to the Covered Person.
- State - refers to the State of Georgia.

General

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

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

Fiduciary Duty:

As a fiduciary of ABI, every Covered Person shall exercise good faith when acting on behalf of ABI. Covered Persons owe a duty to ABI to advance ABI’s legitimate interests when the opportunity to do so arises. Covered Persons should avoid situations that influence their ability to act solely in the best interests of ABI or interfere with their objectivity.
Conflicting Interest:
A Covered Person is deemed to have a conflicting interest in a decision or action if he or she or a Family Member has a personal or financial interest in that decision or action. A personal interest is any interest arising from relationships with Family, business, partnership, or corporate associations. A financial interest is one which shall yield, directly or indirectly, a monetary or other benefit to the Covered Person or Family Member.

Participation in ABI Programs
Covered Persons and Family Members are prohibited from participating in any program of ABI for which the Covered Person has a direct responsibility, oversight, audit or decision-making authority. To the extent a Covered Person is permitted to participate in a program of ABI, 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.
Non-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 unless it:
  • Is not a cash gift;
  • Is consistent with customary business practice;
  • Is ordinary and reasonable; and
  • Does not otherwise violate any federal, state, or local law.

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.

Nepotism
ABI may employ Family Members as long as such employment does not create a conflict of interest. ABI will not employ a Family Member if his or her work responsibilities, hours, salary, benefits, or other terms of employment could be influenced by the Covered Person that he or she is related to.

If two employees marry while employed or become part of the same household, then they will be treated in accordance with this section. Any conflict will be dealt with by ABI and may result in termination of employment for one or both employees based solely on the decision by ABI’s President and CEO.

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:

33
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 Senior Executive Team, which shall include the Vice President and General Counsel, COO, and the Director of Finance.

If the Senior 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 Senior 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 Senior Executive Team’s decision shall be governed by the preponderance of the evidence standard. The decision of the Senior 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 or a recommendation for removal of a member of the Board of Directors.

In the event that the President and CEO recommends termination of an employee or removal of a member of the Board of Directors for violation of the Ethics Policy and/or other ABI policies and procedures, the employee or board member may appeal said action to the full 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. If the matter involves a member of the Board of Directors, the board member who is subject of the complaint shall not have a vote in the decision regarding the appeal of a disciplinary sanction against him or her. The decision of the Board of Directors shall be final.
EXHIBIT “E”

BIDDER CERTIFICATION FORM

I, ______(name of Bidder), 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 Invitation to Bid (ITB) and any enclosure and exhibits thereto.

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

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

I acknowledge, agree and authorize and certify that the Bidder acknowledges, agrees and authorizes, that ABI may,
by means that it deems appropriate, determine the accuracy and truth of the information provided by the Bidder
and that ABI may contact any individual or entity named in the response to the ITB 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 ITB is submitted for the
express purpose of inducing ABI to award a contract.

A material false statement or omission made in conjunction with this bid 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.

_______________________________
Printed Name

_______________________________
Signature

Sworn to and subscribed before me

this___day of___, 20___.

_______________________________
Notary Public

(NOTARY SEAL)
My commission expires:

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EXHIBIT “F”

AFFIDAVIT OF NON-COLLUSION

Project: Eastside Trail Extension Phase II

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)
Project Name: **Eastside Trail Extension Phase II**

STATE OF ____________
COUNTY OF ____________

being first duly sworn, deposes and says that he resides at

that he is the

(Title)

(Name of Bidder)

who signed the above Bid form, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant)

Subscribed and Sworn to before me this _____Day of _________ 2017

(Notary Public in and for)

(My Commission expires _____________, 201_)

(SEAL)
EXHIBIT “H”

GEORGIA UTILITY CONTRACTOR’S
LICENSE CERTIFICATION

Eastside Trail Extension Phase II

NOTE: The Utility Contractor’s License Number is also required on the Bid Envelope

Contractor’s Name: __________________________________________

Utility Contractor’s License Number: ________________________________

Expiration Date of License: _____________________________________

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1. Please provide the names and business addresses of each of the Bidder/Contractor’s officers, director’s, affiliates and other employees, agents or representatives of this firm, for the project – **Eastside Trail Extension Phase II**.

For purposes of this form, the term “affiliate” of any Bidder/Contractor shall mean any person or entity which directly or indirectly controls or is controlled by, or is under common control with such Bidder/Contractor. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Bidder/Contractor, including their ownership interests and their anticipated role in the management and operations of said Bidder/Contractor.

2. Please describe the general development of said Bidder/Contractor’s business during the past five (5) years, or such shorter period of time that said Bidder/Contractor has been in business.

3. Please state whether any of the following events have occurred in the last five (5) years with respect to said Bidder/Contractor. If any answer is yes, explain fully the following:

   (a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Bidder/Contractor, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Bidder/Contractor:

   (b) Whether Bidder/Contractor was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Bidder/Contractor from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

   (c) Whether said Bidder/Contractor’s business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Bidder/Contractor which directly arose from activities conducted by business unit or corporate division of said Bidder/Contractor which submitted a bid or proposal for the subject project, if so please explain.

4. Please state whether any employee, agent or representative of said Bidder/Contractor who is or will be directly involved in the subject project has or had within the last five (5) years; (i) directly or indirectly had a business relationship with the City of Atlanta (City), ABI, (ii) directly or indirectly received revenues from the City or ABI or (iii) directly or indirectly receives revenues from the result of conduction business on City property or pursuant to any contract with the City or ABI. Please describe any such relationship.

5. Please state whether any employee, agent or representative of said Bidder/Contractor who is or will be directly involved in the subject project has or had within the last five (5) years a direct or indirect business relationship (to the best of your knowledge and belief) with any elected or appointed City official or with any City or ABI employee, and fully describe such business relationship.
6. Please provide most current audited financial reports and latest interim “unaudited” financial statement for evaluation of financial capability.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Bidder/Contractor’s most recent filings with the Securities and Exchange Commission (SEC) may be provided if they are responsive to certain items within the questionnaire). However, for purposes of clarity, Bidder/Contractor should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by ABI. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Bidder/Contractors, joint venture partners and first-tier Sub-Contractors and/or Sub-consultants.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by ABI can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty or perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this __________ day of __________________________ , 201___

(Legal Name of Bidder/Contractor)

______________________________________________
(Signature of Authorized Representative)

______________________________________________
(Name)

______________________________________________
(Title)

______________________________________________
(Date)

Sworn to and subscribed before me,

This __________ day of __________________________ , 201___

______________________________________________
(Notary Public) (Seal)
EXHIBIT “J”

STATEMENT OF BIDDER’S QUALIFICATIONS

Eastside Trail Extension Phase II

This Statement is to accompany bids submitted for the project identified above.

Bidders must meet the minimum qualification criteria set forth under items 5, 7, 8, 9, 10 and 11 of this section, must provide the organization chart as set forth under item 6 of this section and must complete the project experience forms for qualifying projects to be deemed a “Responsive and Responsible Bidder.”

1. NAME OF BIDDER:___________________________________________
2. BUSINESS ADDRESS: _____________________________________
3. TELEPHONE NUMBER: _____________________________________
4. OFFICIAL REPRESENTATIVE AND TITLE: _____________________
5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were competed or assigned to your firm or joint venture, including Name of project, location of project, owner’s name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (If a joint venture or subcontractor that will be awarded a portion of the work exceeding 10% of the total bid amount, list separately for each joint venture partner or subcontractor.) Limit to 5.
   a. Contractors must have successfully completed at least two contracts involving construction of utility systems which include major storm sewer construction, utility relocations/connection to active sewer systems, pavement/concrete demolition, and grading.
   b. Contractors must have successfully completed at least one contract involving construction of passive park components which include numerous retaining walls with architectural finishes, concrete pavement with architectural finishes, landscaping, water features including multiple fountains and recirculation systems, installation of mechanical equipment, and electrical equipment.
6. Using the forms provided in this Section, provide information for key project personnel, Project Manager, Project Superintendent, Estimator, Project Engineer, Safety Engineer and QA/QC Manager.
7. The Contractor must have an established Safety Program that as a minimum includes those items as listed on the attachment entitled “CONTRACTOR SAFETY PROGRAM.”
8. The Contractor’s Workman’s Compensation Rating (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years.

9. The Contractor’s OSHA Incidence Rates must not exceed the Industry Standard published by the US Department of Labor (2006) (i.e. Recordable Incidence Rates of 5.3 and Loss Time Incidence Rates of 2.0 per OSHA definition and calculation for the last three (3) years.

   a. Contractor’s Recordable Incidence Rates: ____________________
   b. Contractor’s Lost Time Incidence Rates: ____________________

10. If there have been any fatalities during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager was cited by OSHA for “Willful” Violation, in performing the work in which the fatality occurred, the Contractor will be disqualified based on the Atlanta Beltline Inc.’s review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan.

   a. Fatalities during the last five (5) years where Contractor was cited by OSHA for “Willful” Violation: ____________________
   b. Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for “Willful” Violation: ____________________

11. If there have been any repeat OSHA (state and federal) violations during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager, the Contractor may be disqualified based on the Atlanta Beltline Inc.’s review.

12. If there have been incidents during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager that resulted in the wastewater or water treatment facility failing to meet NPDES Discharge Permit Requirements due to the actions of the Contractor or Project Manager or failure of the Contractor or Project Manager to perform work on schedule, then the contractor will be disqualified based on Atlanta Beltline Inc.’s review.

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

Date: ____________________

Firm Name: _____________________________________________________

By: ___________________________________________________________

Title: ___________________________________________________________

Sworn to and subscribed before me

this ____ day of ____________, 201__
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# STATEMENT OF BIDDER'S QUALIFICATIONS

## COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

<table>
<thead>
<tr>
<th>Project Name</th>
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<tbody>
<tr>
<td>Project Location</td>
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<tr>
<td>Contractor's Project Manager</td>
<td></td>
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<tr>
<td>Contractor's Project Superintendent</td>
<td></td>
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<tr>
<td>Owners Representative &amp; Phone Number</td>
<td></td>
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<tr>
<td>Design Engineer Representative Name &amp; Phone Number</td>
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<tr>
<td>Initial Contract Amount</td>
<td>$</td>
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<tr>
<td>Final Contract Amount</td>
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<tr>
<td>Project Duration</td>
<td>Date Started: Date Completed: Time Extensions:</td>
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<tr>
<td>Was Project Completed on Time?</td>
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<tr>
<td>Description of major Project Components</td>
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</table>
**STATEMENT OF BIDDER'S QUALIFICATIONS**

**PROJECT KEY STAFF EXPERIENCE**
(Complete Form Only For Projects That Meet Minimum Criteria)

<table>
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## STATEMENT OF BIDDER'S QUALIFICATIONS

### PROJECT SUPERINTENDENT'S EXPERIENCE
(Complete Form Only For Projects That Meet Minimum Criteria)

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<tr>
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**STATEMENT OF BIDDER'S QUALIFICATIONS**

**PROJECT MANAGERS EXPERIENCE**
(Complete Form Only For Projects That Meet Minimum Criteria)

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</table>
CONTRACTOR SAFETY PROGRAM

A. Do you have a written Safety Program? (If yes, attach outline; if no, attach explanation)
□ Yes □ No

B. Which of the following does your Safety Program Contain?
□ Yes □ No
- 1. Health and safety training of its subcontractors?
□ Yes □ No
- 2. Documentation of Health and safety training required?
□ Yes □ No
- 3. Hazard communication Program?
□ Yes □ No
  (29 CFR 1910.1200, CCR Title 8 Section 5194)
- 4. Confined Space Entry and Rescue Program?
□ Yes □ No
  (29 CFR1910.146, CCR Title 8 Section 5156-5159)
  (If yes, attach explanation)
- 5. “Hot Work” permit program?
□ Yes □ No
  (29 CFR 1910.146, CCR Title 8 Section 5156-5159)
  (If yes, attach explanation)
- 6. Lock-Out/Tag-Out program?
□ Yes □ No
  (29 CFR 1910.417)
  (If yes, attach explanation)

C. Equipment Maintenance Program for the following:
□ Yes □ No
- 1. Miscellaneous construction tools and equipment
□ Yes □ No
- 2. Ladders
□ Yes □ No
- 3. Scaffolds
□ Yes □ No
- 4. Heavy Equipment
□ Yes □ No
- 5. Vehicles
□ Yes □ No

D. Do you have a new employee safety orientation program?
□ Yes □ No
- If yes, does it include the following:
- 1. Company Safety Policy
□ Yes □ No
- 2. Company Safety Rules
□ Yes □ No
- 3. Safety Meeting Attendance
□ Yes □ No
- 4. Company Safety Record
□ Yes □ No
- 5. Hazard Recognition
□ Yes □ No
- 6. Hazard Reporting
□ Yes □ No
- 7. Injury Reporting
□ Yes □ No
- 8. Non-Injury Accident Reporting
□ Yes □ No
- 9. Personal Protective Equipment
□ Yes □ No
- 10. Respiratory Protection
□ Yes □ No
- 11. Fire Protection
□ Yes □ No
- 12. Housekeeping
□ Yes □ No
- 13. Toxic Substance
□ Yes □ No
- 14. Electrical Safety
□ Yes □ No
- 15. Fall Protection
□ Yes □ No
- 16. First Aid/CPR
□ Yes □ No
- 17. Driving Safety
□ Yes □ No
- 18. Hearing conservation
□ Yes □ No
19. Lock-out/Tag-out □ Yes □ No
- 20. Blood-borne Pathogens □ Yes □ No
- 20. Asbestos □ Yes □ No
- 21. Confined Spaces □ Yes □ No
- 22. Hazard communication □ Yes □ No

E. Do you conduct Safety Meetings for your employees? □ Yes □ No
- If yes, how often:
  - Daily ___ Weekly ___ Bi-Weekly ___ Monthly ___ As needed ___

F. Do you conduct health and safety audits of work in progress? □ Yes □ No
- If yes, who conducts audits?
  - ________________________________________________________________
  - How often are the audits conducted?
  - ________________________________________________________________

G. Do you notify all employees of accidents and precautions related to accidents and near misses? □ Yes □ No
- If yes, how is this notification accomplished?
  - 1. Safety Meetings □ Yes □ No
  - 2. Post notification in office □ Yes □ No
  - 3. Post notification at the site where incident occurred □ Yes □ No
  - 4. Other ________________________________ □ Yes □ No

H. Is Safety a criteria in evaluating the performance of:
- 1. Employees □ Yes □ No
- 2. Supervisors □ Yes □ No
- 3. Management □ Yes □ No

I. Does your firm hold “tailgate” safety meetings? □ Yes □ No
- If yes, how often:
  - Daily ___ Weekly ___ Bi-Weekly ___ Monthly ___ As needed ___

J. Does your company have a drug and alcohol testing policy? □ Yes □ No

K. Does your company require that subcontractors participate in a drug surveillance/testing program? □ Yes □ No

L. Does your company have a method of disseminating safety information? □ Yes □ No
- If yes, how is information disseminated to employees?
  - 1. Safety Meetings □ Yes □ No
  - 2. Post notification in office □ Yes □ No
  - 3. Post notification at the site where incident occurred □ Yes □ No
  - 4. Other ________________________________ □ Yes □ No

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EXHIBIT “K”

INSURANCE & BONDING REQUIREMENTS

Eastside Trail Extension Phase II

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all Bidder/Contractors. To the extent permitted by applicable law, Atlanta Beltline Inc. (ABI) reserves the right to adjust or waive any insurance or bonding requirements contained in this section and applicable to the agreement.

1. Evidence of Insurance Required Before Work Begins

No work under this Agreement may be commenced until all insurance and bonding requirements contained in this section, or required by applicable law, have been complied with and evidence of such compliance satisfactory to ABI as to form and content has been filed with ABI. Bidder/Contractor must provide ABI with a Certificate of Insurance that clearly and unconditionally indicates that Bidder/Contractor has complied with all insurance and bonding requirements set forth in this section and applicable to the Agreement. In accordance with the solicitation documents applicable to the agreement at the time Bidder/Contractor submits to ABI its executed Agreement, Bidder/Contractor must satisfy all insurance and bonding requirements required by this section and applicable law and provide the required written documentation to ABI evidencing such compliance. In the event that Bidder/Contractor does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, ABI may, in addition to any other rights ABI may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any bid security provided by Bidder/Contractor.

2. Minimum Financial Security Requirements

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

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

i. Best’s Rating not less than A-1;
ii. Best’s Financial Size Category not less than Class IX;
iii. Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
iv. All bid, performance and payment bonds must be underwritten by U.S. Treasury Circular 570 listed company.

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

Bidder/Contractor’s failure to comply with all insurance and bonding requirements set forth in this section and applicable to the Agreement will not relieve Bidder/Contractor’s obligations to comply with all insurance and bonding requirements set forth in this section and applicable to the Agreement will not be construed to conflict with or limit Bidder/Contractor’s indemnification obligations under the agreement.

3. **Insurance Required for Duration of Contract**

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

4. **Notices of Cancellation & Renewal**

Bidder/Contractor must submit, within 2 business days of receipt, forward to ABI, at the address listed below by mail, hand-delivery or facsimile transmission, all notices received from all insurance carriers providing insurance coverage under this Agreement and section that concern the proposed cancellation, or termination of coverage of any insurance policies. All notices under this provision shall be sent to:

Atlanta BeltLine, Inc.
Attention: Legal Department
100 Peachtree Street NW, Suite 2300
Atlanta, Georgia 30303

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

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

5. **Certificate Holder**

**Atlanta Beltline, Inc.** must be named as certificate holder. All notices may be mailed to the attention of:

Atlanta BeltLine Inc.
Legal Department
100 Peachtree Street NW, Suite 2300
Atlanta, Georgia 30303

6. **Additional Insured Endorsements**

ABI, Invest Atlanta, and the City of Atlanta must be covered as Additional Insured under all insurance (except worker’s compensation and professional liability) required by this section and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any Certificate of Insurance provided by Bidder/Contractor as evidence of its compliance with this section.
Bidder/Contractor must also submit to ABI, Invest Atlanta, and the City of Atlanta an Additional Insured Endorsement evidencing their rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this section. ABI, Invest Atlanta, and the City of Atlanta shall not have liability for any premiums charged for such coverage.

B. Workers’ Compensation and Employer’s Liability Insurance

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

**Worker’s Compensation/Employer’s Liability **…………Statutory
- Bodily Injury by Accident/Disease $100,000 each accident
- Bodily Injury by Accident/Disease $100,000 each employee
- Bodily Injury by Accident/Disease $500,000 policy limit

C. Commercial General Liability Insurance

Bidder/Contractor must procure and maintain Commercial General Liability Insurance in an amount not less than $1,000,000 per occurrence subject to a $2,000,000 general aggregate per project. The following indicated extensions of coverage must be provided:

- [X] Contractual Liability
- [X] Broad Form Property Damage
- [X] Personal Injury
- [X] Advertising Injury
- [X] Fire Legal Liability
- [X] Medical Expense
- [X] Premises Operations
- [X] Independent Contractors/Subcontractors
- [X] Products – Completed Operations
- [X] Additional Insured Endorsement (written on primary, non-contributing basis)

D. Commercial Automobile Liability Insurance

Bidder/Contractor must procure and maintain Automobile Liability Insurance in an amount not less than $500,000. **Bodily Injury and Property Damaged combined single limit.** The following indicated extensions of coverage must be provided:

- [X] Owned, Non-owned & Hired Vehicles
- [X] Additional Insured Endorsement (written on primary, non-contributing basis)
- [X] Waiver of Subrogation in favor of ABI

If Bidder/Contractor does not own any automobiles in the corporate name, hired and non-owned vehicles coverage will apply and must be endorsed on either Bidder/Contractor’s personal automobile policy or the Commercial General Liability coverage required under this section.

E. Pollution Liability
Bidder/Contractor shall procure and maintain Pollution Liability Insurance in an amount not less than $1,000,000 each occurrence/aggregate. Self Insured Retention will be borne by the Bidder/Contractor. Complete operations coverage shall remain in effect for no less than three (3) years after final completion. The following extensions of coverage must be provided:

[X] Additional Insured Endorsement (written on primary, non-contributing basis)
[X] 60-day notice of cancellation to ABI
[X] Coverage for bodily injury and property damage sustained on site or offsite
[X] Broadened Coverage for Covered Autos
[X] Extension included for waste or other material deposited at non-owned disposal sites

F. Performance and Payment Bond

The Bidder/Contractor shall furnish a Payment Bond and Performance Bond to ABI in an amount equal to 100 percent of the contract amount.

The person executing the Bonds on behalf of the surety shall file with the bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

BIDDER’S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the above “Insurance & Bonding Requirements” and all documents referred to therein. This signed form must accompany the completed Bid Form submitted at the time of bid.

Signature: ____________________________________________ Date: ________________
(President, Vice President or Corporate Officer)

Printed Name: ____________________________________________ Title: ________________

Attested by: ____________________________________________ Date: ________________
(Secretary of Corporation)

Printed Name ____________________________________________ Title: ________________

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: ____________________________________________

Address: __________________________________________________

City: ___________________________ State: ___________________ Zip: ________________
Telephone Number:________________________________________________

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
The Bidder shall provide Atlanta Beltline Inc. with satisfactory evidence of the Bidder’s ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to Atlanta Beltline Inc and licensed by the Insurance Commissioners of the State of Georgia to transact Surety business in the State of Georgia. Bidder shall submit this form with Bid.

SURETY:

Company Name: __________________________________________
Company Address:  __________________________________________
Contact Name and Phone:  _____________________________________
Bonding Capacity is: __________________________________________
Available (uncommitted) Bonding Capacity is: __________________________

INSURER:

Company Name: ________________________________________________
Company Address: ________________________________________________
Contact Name and Phone:___________________________________________

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

________________________________
Secretary/Assistant Secretary
(affix corporate seal here, if corporation)
EXHIBIT “M”

BID BOND

STATE OF __________

COUNTY OF __________

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a ________________________________
(corporation, partnership or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of __________ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Atlanta Beltline Inc.    City of Atlanta
100 Peachtree Street NW, Suite 2300  55 Trinity Avenue
Atlanta, GA 30303    Atlanta, GA 30303

Thereinafter referred to as Co-Obligees in the penal sum of ____________ Dollars ($______________________________) in lawful money of the United states, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to Atlanta Beltline Inc a Bid Proposal to provide materials, labor and equipment for

Eastside Trail Extension Phase II

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder’s check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid Proposal be accepted, the Principal shall, within ten days after receipt of conformed Agreement Documents, execute an Agreement in accordance with the Bid Proposal upon the terms, conditions and prices set forth therein, and in the form and manner required by the
Agreement  Documents and executed sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Owner, then this amount of five percent (5%) of the total bid amount in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain if full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any and all of the foregoing requirements with the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provision of O.C.G.A Section 13-10-1 and 36-82-101 et. Seq. and all of the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _______ day of ______________, 201__.

ATTEST:  
________________________________________
(Principal)
________________________________________
(Principal Secretary)
(ADDRESS)
________________________________________
(Witness to Principal)
________________________________________
(ADDRESS)

ATTEST:  
________________________________________
(Surety)
________________________________________
(Attorney-in-Fact)
________________________________________
(Resident Agent)
________________________________________
(SEAL)
EXHIBIT “N”

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by Female Business Enterprises (“FBE”), Minority Business Enterprises (“MBE”), Small Disadvantaged Businesses (“SDB”), and Small Business Enterprises (“SBE”) in all contracts issued by ABI. These enterprises shall be collectively referred to in herein as DBEs. It is anticipated that as a part of a responsive submittal, 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 an FBE, MBE, SDB or SBE may not apply and be selected independently, as FBEs, MBEs, SDBs, and SBEs that meet the qualifications of this ITB are encouraged to submit their qualifications for consideration. In order to participate as an FBE, MBE, SDB, or SBE on the contract, said FBE, MBE, SDB, or SBE must be certified as an FBE, MBE, SDB or DBE through GDOT, MARTA, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, 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 for all contracts with the utilization of ABI’s Subcontractor/Subconsultant Utilization and DBE Participation Certification.

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

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,
A firm selected by the Bidder 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 Bid. A Bidder 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 bid is submitted. Applicants must include copies of MBE, FBE, SDB, SBE, and/or DBE certifications for the contractors and subcontractors listed in their submittal packages, if any.

In accordance with ABI’s DBE participation policy, all Bidders shall complete and submit the Good Faith Effort Affidavit attached hereto as Exhibit I.

ABI is an Equal Opportunity Employer.

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EXHIBIT “O”
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

BID PERCENTAGE %________________ ______________ ____________

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

<table>
<thead>
<tr>
<th>DBE Firm</th>
<th>Description of Work</th>
<th>Value</th>
<th>% Of Project</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

TOTAL
EXHIBIT “P”

SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION CERTIFICATION

Contract: ____________________________ Date: ____________________________

Contract Date: ____________________________

Total Contract Amount: ____________________________

Atlanta BeltLine, Inc. (ABI) strongly encourages participation by Female Business Enterprise (FBE), Minority Business Enterprise (MBE), Small Disadvantaged Business (SDB), 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, SDB, and SBE entities on all contracts. Each contractor or consultant for ABI shall list any and all Female, Minority, Small Disadvantaged, or Small Business Enterprises (FBE, MBE, SDB, 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, SDB, 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, Small Disadvantaged, 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/SDB 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); Small Disadvantaged Business; as certified by the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council, the U.S. Small Business Administration, or MARTA.

Subcontractor/Subconsultant Name: ___________________________________________

Address ___________________________________________________________________

___________________________________________________________________

Phone ____________________________

Contact Person ____________________

Email address: ____________________

Ethnic Group* _______ FBE/MBE/SBE/SDB 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/SDB 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/SDB 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/SDB 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 $ ________________________

Total Amount of SDB Subcontractor/Subconsultant Agreements $ _________________________

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

Contractor/Consultant Name: __________________________________________________________

Signature: _____________________________________

Title: ________________________________

Address:  ________________________________________________________________________

Contact Person for Contract: ___________________________________________________________

Telephone No.: _________________________________

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

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

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

Procurement title: _______________________________________________________________

Date _____________________________

Name of Company _______________________________________________________________

__________________________________________       _________________________________
Printed Name of Certifying Official of Company                 Title
EXHIBIT “R”
GOOD FAITH EFFORT ASSESSMENT
(To be completed immediately following Notice of Award)

Contractor Name: ____________________________________________

Date: __________________________

Contractor Address: __________________________________________

Contract Name: ______________________________________________

<table>
<thead>
<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>
</tr>
</thead>
<tbody>
<tr>
<td>1. Attended any pre-solicitation or pre-bid meetings.</td>
<td>Yes</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>2. Advertised contracting opportunities.</td>
<td>Yes</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>3. Written notice to a reasonable number of specific DBEs.</td>
<td>Yes</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>4. Followed up with interested firms.</td>
<td>Yes</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>5. Selected portions of work to be done by DBEs.</td>
<td>Yes</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>6. Provided adequate information about requirements.</td>
<td>Yes</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
<tr>
<td>7. Negotiated in good faith with interested DBEs.</td>
<td>Yes</td>
</tr>
<tr>
<td>Comments:</td>
<td></td>
</tr>
</tbody>
</table>
8. Used the services of available organizations with knowledge of DBE firms. | Yes | No

Comments:

____________________________________________________________________________
Contractor’s Authorized Signature and Date

The foregoing assessment from __________________________________________________ contractor/supplier has made/not made (please circle) a good faith effort for this contract.

Signature and Date:

____________________________________________________________________________
DBE Policy Manager

Signature and Date:

____________________________________________________________________________
Procurement Officer
EXHIBIT “S”

DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

(ON NEXT PAGE)

REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK
DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Current Invoice Amount</th>
<th>Actual DBE/NON-DBE Participation %</th>
<th>Original DBE/Non-DBE Contract/Amendment %</th>
<th>% Total Payments (Paid)</th>
<th>Amount Paid To Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>0</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
<td>0.00</td>
</tr>
</tbody>
</table>

Requested By
Approved By
Finance Dept

Date
Date
Date
EXHIBIT “T”

BID FORM

Project: Eastside Trail Extension Phase II

To: Atlanta Beltline Inc. Submitted Date: __________, 2017
Atlanta, Georgia

By:______________________________________________________________
(Bidder’s Name)

1. Undersigned Bidder offers and agrees to enter into Agreement with ABI, in accordance with the instructions, requirements and forms included in Bid Document Package (including the NOTICE OF BID, Instructions to Bidders Package), and to complete all Work for the Bid Price and within required calendar days, all in accordance with the Bid Document Package.

2. Bidder accepts terms and conditions contained in Bid Document Package including without limitation those dealing with ABI’s time for accepting Bid and disposition of Bid Security.

3. In submitting this Bid, Bidder makes representations required by Instructions to Bidders and further warrants and represents:

   a. Bidder has examined Bid Document Package, including NOTICE of BID and Instructions to Bidders, and following Addenda:

      No._______ Dated________ No._______ Dated________
      No._______ Dated________ No._______ Dated________
      No._______ Dated________ No._______ Dated________
      No._______ Dated________ No._______ Dated________
      No._______ Dated________ No._______ Dated________

   b. Bidder has examined the site and locality where the Work is to be performed and legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting Work cost, difficulty, progress or performance and has made independent investigations as Bidder deems necessary.

   c. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawings depicting physical conditions as identified in the Contract Documents and accepts the determinations concerning technical data contained in reports and drawings on which Bidder is entitled to rely.

   d. Bidder has reviewed and checked Plans and data shown or indicated on the Bid Document Package with respect to existing underground facilities at or contiguous to the site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning
underground facilities are or will be required by Bidder in order to perform and furnish Work at Contract Price, within Contract Time and in accordance with terms and conditions contained in the Bid Document Package.

e. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in the Bid Document Package.

f. Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in the Bid Document Package and written resolution by Owner is acceptable to Bidder.

g. The Bid is genuine and not made in the interest of, or for any undisclosed person, firm or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

REMAINDER OF PAGE IS INTENTIONALLY BLANK
4. Bidder submits the following Bid Prices:

Bidder acknowledges and agrees that the Work is set out in the Bid Documents as a Lump Sum Agreement. The LUMP SUM costs for each individual portion of the Work as set out herein shall be inclusive of all costs for each. Unforeseen Unit Prices shall not be binding on the Bidder if no Contract is awarded for the Base Bid Work.

**Part 1 – Base Bid**

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Total Price in Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Station 54+00 North of Kirkwood Avenue to Station 68+00 Memorial Drive (including street improvements on Mauldin Street and Fulton Terrace) - Excluding All tree procurement, installation and maintenance.</td>
<td>LS</td>
<td>$________________</td>
</tr>
<tr>
<td>B.</td>
<td>Landscaping Plan: All groundcover from Station 54 +00 South of Kirkwood Avenue to Station 68+00 Memorial Drive.</td>
<td>LS</td>
<td>$________________</td>
</tr>
<tr>
<td></td>
<td>*All Tree procurement, maintenance and planting to be completed by Trees Atlanta.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>C.</td>
<td>General Allowance</td>
<td>LS</td>
<td>$800,000.00</td>
</tr>
</tbody>
</table>

**Total – Part 1 Base Bid Price $________________________**

**Total – Part 1 Base Bid Price (in words)________________________**

Amount – Base Bid – shall be shown in both figures and words. In case of a discrepancy, the amount shown in words shall govern. In the event of a discrepancy between the sum of the extended amounts and the total Bid, the sum of the extended amounts shall govern.

Bidder shall subsequently fill out the attached Schedule of Values for all line itemed units. This Schedule of values does not include all materials within the provided plans but will allow ABI to track costs of materials and labor throughout the course of the project.
### Part 2 – Base Bid for Trail Construction between Edgewood Ave. and DeKalb Avenue

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item Description</th>
<th>Estimated Quantity</th>
<th>Total Price in Figures</th>
</tr>
</thead>
<tbody>
<tr>
<td>A.</td>
<td>Station 14+00 at Edgewood Bridge to Station 20+00 on DeKalb Avenue Inclusive of the Grading, Duct Bank installation, Trail Pouring, Lighting/ Camera Installation (moving existing fiber into the new duct bank from DeKalb), and Sod Shoulder installation.</td>
<td>LS</td>
<td>$____________________</td>
</tr>
</tbody>
</table>
Bid Alternate 2: Removal of DeKalb Avenue Crossing Signal

<table>
<thead>
<tr>
<th>A.</th>
<th>LS</th>
<th>$___________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Removal of crossing signal at DeKalb Avenue and Airline Street to storage location at 1050 Murphy Avenue</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Consecutive Calendar Days for Final Completion: 240 Calendar Days

Prices include all labor, materials, bailing, shoring, removal, overhead (direct and indirect), profit, insurance, bonds, and other costs, to cover all finished Work.

5. Bidder agrees this Bid shall be good and may not be withdrawn for a period of 120 calendar days after scheduled closing time for receiving bids.

6. This is enclosed herewith a certified or cashier’s check or a Bid Bond to the order of Atlanta Beltline Inc. in the sum of __________________________ Dollars. Check or Bid Bond shall be equal to, not less than, the amount stipulated in the NOTICE TO BID and it is understood and agreed that said check or Bid Bond shall be subject to the terms and conditions stipulated in Bid Document Package.

7. Undersigned Bidder hereby agrees to each and every stipulation in the Bid Document Package pertaining to the submission of Bids and further, if awarded the Contract, Bidder duly agrees to execute and secure the required agreement documents and Bid Document Package within fifteen (15) days from service of Notice of Award and deliver a surety bond or bonds as required by General Conditions. The name and business address of Bidder to which all formal Notices shall be sent:

8. Undersigned Bidder states the names and address of persons interested as principals in this Bid as follows: (write first name in full)

9. Bidder shall state on line below, if a corporation, the name of State in which incorporated and the date of said incorporation:
10. Undersigned Bidder states (he/she/they) (is/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (give full names and addresses)

11. Undersigned Bidder submitting this Bid certifies and affirms that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with a 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, and further, that such Bidder has not directly or indirectly submitted this Bid, or contents thereof, or divulged information or data thereof; and, that no member or Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.

12. The undersigned bidder acknowledges the requirements of the Plans and Specifications for the subject project. It is further understood that the above quantities are approximate, are solely for the purpose of comparing proposals, and are not represented by the Owner as an accurate statement for the actual work to be performed.

13. The Bidder agrees to complete the Contract awarded within 240 consecutive calendar days (final completion) for completion from the date of “Notice to Proceed.” Bidder further agrees that the Owner may retain from the monies which may become due the amount of $1,000 dollars/day (past final) for each and every day that the completion of the work may be delayed.

Signature:____________________________________Date:________________
(President, Vice President or Corporate Officer)

Printed Name:___________________________________Title:________________

Attested by:_____________________________________Date:________________
(Secretary of Corporation)
Printed
Name____________________________________Title:________________

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name:__________________________________________________________________

Address:_______________________________________________________________________

City:________________________State:_________________Zip:________________________

Telephone Number:______________________________

REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK
EXHIBIT “U”
Bid Submittal Check List

Project: Eastside Trail Extension Phase II

The following submittals shall be completed and submitted with each bid. Please verify that these submittals are in the envelope before it is sealed. Each document shall be completed and/or executed as appropriate. The checklist may not be inclusive of all forms. It is the bidder’s responsibility to submit a responsive and responsible bid.

Submit one (1) Original Bid, signed and dated, and five (5) complete copies of the Original Bid including all required submittals.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>Required Items</th>
<th>Check (√)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Invitation To Bid</td>
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</tr>
<tr>
<td>2</td>
<td>Instructions To Bidders pages 1-13; please sign page 13</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Authorization to Transact Business</td>
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</tr>
<tr>
<td>4</td>
<td>Financial Statements – Prime Contractor’s most current Audited Financial Statement, and latest interim “un-audited” financial statement Certification of No Organizational Conflict of Interest Form</td>
<td></td>
</tr>
</tbody>
</table>

EXHIBITS

A  Certification of No Organizational Conflict of Interest
B  S.A.V.E. Affidavit
C  Contractor’s Affidavit
E  Bidder Certification Form
F  Non-Collusion Affidavit
G  Bidder Affidavit
H  Utility Contractors License Number
I  Bidder/Contractor’s Disclosure
J  Statement of Bidder’s Qualifications – Sub-Contractors projected to perform 10% or greater of the overall contract
K  Insurance & Bonding Requirements
L  Insurance and Bonding Capacity
M  Bid Bond
O  Disadvantaged Business Utilization Plan
P  Sub-Contractor Utilization
Q  Good Faith Effort Affidavit
T  Bid Form
U  Bid Submittal Checklist

Date: _____________________
Firm Name: _____________________________________________________
By: ___________________________________________________________
APPENDIX “A”

ATLANTA BELTLINE FIRST SOURCE EMPLOYMENT AGREEMENT
CONSTRUCTION CONTRACTORS

THIS ATLANTA BELTLINE FIRST SOURCE EMPLOYMENT AGREEMENT (the “Agreement”), dated as of _____________, ____ , 20___ (the "Effective Date"), is entered into between Atlanta BeltLine, Inc., a Georgia nonprofit corporation, located at100 Peachtree Street, Suite 2300, Atlanta, Georgia 30303 ("ABI"), and ___________ a _________________ company located at ________________________ (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");

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.

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;

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";

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") 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;

WHEREAS, the Contractor has entered into an Agreement, dated ____________, 20____, with ABI (the "Agreement"), whereby ABI desires for the Contractor to perform all work required for the construction of the Atlanta BeltLine Eastside Trail Extension Phase II (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 AWDA 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 AWDA 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, AWDA 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 AWDA 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 AWDA’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 ADWA from Construction Contractors, including Subcontractors, prior to any Construction Contractor performing any work on the Project

I. evaluate and interview all candidates provided by AWDA from the Atlanta BeltLine First Source Register and provide AWDA 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 AWDA.

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 AWDA upon written request. AWDA 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 AWDA 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 and/or 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, AWDA 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:

If to ABI:

Atlanta BeltLine, Inc.
100 Peachtree Street NW, Suite 2300
Atlanta, Georgia 30303
Attention: General Counsel

If to AWDA:

Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315-1523
Attention: 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 AWDA.
IN WITNESS WHEREOF, this Agreement is executed by ABI, AWDA and the Contractor as of the date first written above.

ATLANTA BELTLINE, INC.
a Georgia non-profit corporation

By:____________________________________
   Brian P. McGowan, President and CEO

CONTRACTOR

By:____________________________________
   Name
   Title
First Source Exhibit A to Appendix A
EMPLOYER PROJECTION OF POSITIONS

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 POSITONS

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. AWDA 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.
## CURRENT CONSTRUCTION PROJECT EMPLOYEES

<table>
<thead>
<tr>
<th>Names/ Positions</th>
<th>Names/ Positions</th>
<th>Names/Positions</th>
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</tbody>
</table>
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 the Atlanta Workforce Development Agency ("AWDA") 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.

<table>
<thead>
<tr>
<th>Type of Position</th>
<th>Number of Positions</th>
<th>Entry Level / Non Entry Level</th>
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</thead>
<tbody>
<tr>
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<td><strong>TOTAL</strong></td>
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APPENDIX “C”
STATEMENT OF VALUES

See next two pages
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<th>ITEM NO.</th>
<th>DESCRIPTION OF WORK</th>
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<th>UNIT PRICE</th>
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<td>Per Hour</td>
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<td>40</td>
<td>Rough &amp; Finish Grading</td>
<td>LS</td>
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<td>45</td>
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<td><strong>SURFACING</strong></td>
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<td>Gr Aggr Base Crs, 12 Inch Incl Mat</td>
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<td>190</td>
<td>Manhole Cover</td>
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<td><strong>LIGHTING/ ELECTRICAL</strong></td>
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<td>200</td>
<td>Luminaire - Type &quot;FA&quot;</td>
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<td>210</td>
<td>Security Camera</td>
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<td>220</td>
<td>Lighting Standard Pole - 14 FT</td>
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<td>230</td>
<td>Electrical Junction Box, Conc Ground Mounted</td>
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<td>240</td>
<td>Power Service Cabinet</td>
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<td>250</td>
<td>Electric Vault/Box</td>
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<td><strong>SIGNING/MARKING</strong></td>
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<tr>
<td>260</td>
<td>Thermoplastic Skip Traf Stripe, 5 In, White</td>
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<td>270</td>
<td>Thermoplastic Solid Traf Stripe, 5 In, Yellow</td>
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<td>Thermoplastic Solid Traf Stripe, 24 In, White</td>
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<td>300</td>
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<td>310</td>
<td>Thermoplastic Type 2 Arrow</td>
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<td>320</td>
<td>Thermoplastic Sharrow</td>
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<td>330</td>
<td>Skipdash and Green Bike Lane - Transpo Ind.</td>
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<td>340</td>
<td>Rapid Flashing Beacon</td>
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<td><strong>Mauldin Bridge - Conformed Set</strong></td>
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<tr>
<td>350</td>
<td>Bridge Demolition (including abutments)</td>
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<td>360</td>
<td>42&quot; Metal Safety Rail</td>
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<td>Code</td>
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<tr>
<td>370</td>
<td>54&quot; Metal Safety Rail</td>
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<tr>
<td>380</td>
<td>Granite Facing &amp; Coping</td>
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<tr>
<td>390</td>
<td>Abutment Construction - As shown in Drawing Set</td>
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<tr>
<td>410</td>
<td>Ramp Construction</td>
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<td>420</td>
<td>Stair Construction</td>
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**EROSION CONTROL**

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<th>Code</th>
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<tbody>
<tr>
<td>430</td>
<td>Temp Grassing</td>
<td>AC</td>
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<tr>
<td>440</td>
<td>Mulch</td>
<td>TN</td>
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<tr>
<td>450</td>
<td>Construction Exit</td>
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<td>460</td>
<td>Constr and REM Stone Filter Ring</td>
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<tr>
<td>470</td>
<td>Maint. of Temp. Silt Fence, Type C</td>
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<tr>
<td>480</td>
<td>Maint. of Construction Exit</td>
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<td>490</td>
<td>Water Quality Monitoring Sampling</td>
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<td>500</td>
<td>Water Quality Inspections</td>
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<td>510</td>
<td>Temp. Silt Fence, Type C</td>
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<tr>
<td>520</td>
<td>Barrier Fence (Orange), 4 ft</td>
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<tr>
<td>530</td>
<td>Permanent Grassing</td>
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<tr>
<td>540</td>
<td>Construct and Remove Inlet Sediment Trap</td>
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<td>550</td>
<td>Maint. of Check Dams - All Types</td>
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<tr>
<td>560</td>
<td>Maint. Of Curb Inlet</td>
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**MISCELLANEOUS ITEMS**

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<tr>
<td>570</td>
<td>Bollards</td>
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<td>580</td>
<td>Removable Bollards</td>
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<tr>
<td>590</td>
<td>Eco Trail Counter Incl. Installation</td>
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<td>600</td>
<td>Abandonment of Monitoring Well</td>
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<tr>
<td>610</td>
<td>Vinyl Coated Chain Link Fencing - Blk.</td>
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**STORM DRAINAGE**

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<tr>
<td>620</td>
<td>Concrete Check Dam</td>
<td>EA</td>
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<tr>
<td>630</td>
<td>15&quot; RCP</td>
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<td>640</td>
<td>18&quot; RCP</td>
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<td>650</td>
<td>4&quot; Perforated Pipe - PVC</td>
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<tr>
<td>660</td>
<td>4&quot; PVC Pipe</td>
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<tr>
<td>670</td>
<td>Bio swale - Grading</td>
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<tr>
<td>680</td>
<td>Bio swale - Bio Soil</td>
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<tr>
<td>690</td>
<td>Drop Inlet - COA Std.</td>
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<tr>
<td>700</td>
<td>Precast Manhole - COA Std.</td>
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<td>710</td>
<td>Precast Catch Basin - GDOT Std.</td>
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<td>720</td>
<td>9&quot; Square Catch Basin - NDS</td>
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<td>Manhole Over Ext. Sewer - COA Std.</td>
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<td>740</td>
<td>Precast Drop inlet</td>
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<td>750</td>
<td>Drop Inlet Yard Inlet - COA Std.</td>
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**LANDSCAPING**

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<tr>
<td>760</td>
<td>Compost</td>
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<td>770</td>
<td>Sod - Turfway 419</td>
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<td>780</td>
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<tr>
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<td>Plugs - SWALE Mix</td>
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<tr>
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<td>Plugs - KIRK Mix</td>
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<td>810</td>
<td>Liriope Spicata</td>
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