



## **INVITATION TO BID**

**PI 0012586 FULTON:**  
**Ponce de Leon Avenue LCI Streetscape Construction**

**BIDS DUE:**  
**TUESDAY, MARCH 31, 2020, and will be opened and read at 1:00 PM at  
the Atlanta Beltline office (see address below)**

**Pre-bid Meeting and Site Visit (see Appendix H)**  
**Ponce City Market meeting room Wednesday, March 11, 2020,  
at 10:00 AM EST  
675 Ponce de Leon Avenue NE, Atlanta, GA 30308**

**Refer all questions in writing no later than**  
**MONDAY, MARCH 16, 2020, by 3:00 p.m. to:**  
Kim Nicholson, Procurement Officer  
[knicholson@atlbeltline.org](mailto:knicholson@atlbeltline.org)

Submit one printed original (sealed & identified package) and one electronic  
(flash drive) copy in a PDF format to: Atlanta BeltLine, Inc.

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

(Located in Georgia's Own bldg., *formerly* the Equitable bldg. downtown  
Atlanta)

driving, transit and parking directions:  
<https://beltline.org/contact/#driving-directions>

**Electronic (email) submittal of a bid is not permitted**  
**Late bids after 1:00 p.m. will not be accepted**

## NOTICE OF INVITATION TO BID

Project: PI 0012586 Ponce de Leon Avenue LCI Streetscape

Atlanta BeltLine, Inc. ("ABI") is seeking competitive sealed bids from qualified individuals or firms to provide construction services along Ponce de Leon Avenue, between Boulevard/Monroe Drive and Freedom Parkway. The scope of work consists of the installation of a new streetscape (sidewalk, ADA ramps, driveway aprons, street trees, lighting, etc.), utility installation and relocation (water meters, water lines, hydrants, storm water inlets, storm water pipes, etc.), traffic signal reconstruction, and a ramp structure to connect the Ponce de Leon Avenue sidewalk with the Atlanta BeltLine Eastside Trail.

The GDOT Standard Specifications, 2013 Edition, GDOT Supplemental Specifications Book, 2016 Edition, and applicable special provisions and supplemental specifications apply to this project. The applicable GDOT specifications govern over any conflicting requirements that may be found in the Agreement, Supplemental General Provisions, and General Conditions.

Sealed bids will be received by the Procurement Officer at 100 Peachtree Street NW, Suite 2300, Atlanta, GA 30303 (downtown in the Georgia's Own building), until **1:00 PM, Tuesday, March 31, 2020, and will be publicly opened and read at 1:00 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 are available for downloading from ABI's website: <https://beltline.org/procurement>.

All testing is to meet the requirements outlined in the GDOT Sampling, Testing, and Inspection Guide. The contractor shall use suppliers on the appropriate GDOT Qualified Products List.

The last date to submit written questions is **Monday, March 16, 2020, no later than 3:00 PM.** Questions must be submitted in writing by email to: [knicholson@atlbeltline.org](mailto:knicholson@atlbeltline.org)

Responses to questions will be provided via addendum. ABI reserves the right to issue addenda at any time during the procurement process up to (72) hours prior to the bid opening. It is the responsibility of the bidder to check the website regularly for posted addenda and any other information related to the project.

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 5% (per GDOT) 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 and submitted with your bid in order for your bid to be deemed responsive.**

**All subcontractors including DBE firms are to be GDOT registered subcontractors or prequalified contractors.** There will be a preconstruction conference with, at a minimum, Atlanta

BeltLine, Inc., contractor, selected DBE firms, GDOT Area Engineer, and the GDOT Project Manager.

If bidder is a business entity that was chartered outside the State of Georgia, the bid 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 (120) days after the actual date of the opening thereof.

Bidder agrees to complete the contract awarded within (540) calendar days from the date of the "Notice to Proceed." Bidder further agrees that the owner may retain from the monies which may become due based on GDOT Section 108.08 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 of 100% of the contract amount and payment bond of (110%) of the contract amount as provided by GDOT Section 103.05 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.

Bidders submitting bids over \$2,000,000.00 shall be prequalified with GDOT. Bidders submitting bids \$2,000,000.00 or less shall be prequalified or registered subcontractors with the GDOT.

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 or in the best interest of ABI, or if any or all bidders are considered non-responsive/non-responsible, or if funding for the project is not made available. The procurement process may be revised at any time during the solicitation, evaluation, selection and negotiation phases leading up to an executed contract. ABI will not be responsible for any cost of the bidder associated with the preparation of its bid.

Atlanta BeltLine, Inc. in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

# **INSTRUCTIONS TO BIDDERS**

Project: **PI 0012586 Ponce de Leon Avenue LCI Streetscape**

Bid Due Date: **TUESDAY, MARCH 31, 2020, at 1:00 PM EST**

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 – Front End Documents
    - a. Bid Documents which include:
      - i. Notice of Invitation to Bid
      - ii. Instructions to Bidders
      - iii. Project Description
      - iv. Scope of Services
      - v. ABI Terms and Conditions
      - vi. GDOT Required Contract Provisions and applicable Special Provisions
      - vii. Statement of Values Appendix “B”
    - b. Contract Documents which include:
      - i. Contract Agreement
      - ii. Performance Bond
      - iii. Payment Bond
      - iv. Acknowledgement of Contractor – Corporation
      - v. Acknowledgement of Contractor – Partnership
      - vi. Acknowledgement of Contractor – Individual
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# INSTRUCTIONS TO BIDDERS

## PI 0012586 Ponce de Leon Avenue LCI Streetscape

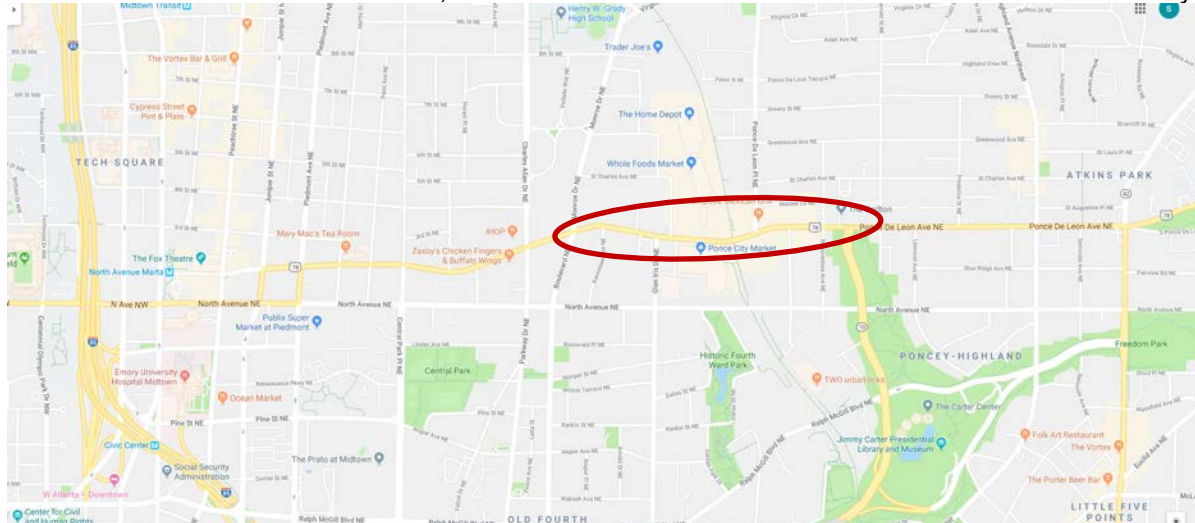
### 1. PROJECT DESCRIPTION

The scope of this project consists of constructing a streetscape along Ponce de Leon Avenue, between Boulevard/Monroe Drive and Freedom Parkway, and a structural ramp system to provide connection between the new sidewalk along Ponce de Leon Avenue and the Atlanta BeltLine Eastside Trail.

### 2. SCOPE OF WORK

The successful bidder selected as the General Contractor (GC) shall furnish all labor, insurance, supervision, equipment, materials and incidentals necessary for the construction of the proposed project described herein.

Location: Ponce de Leon Avenue, between Boulevard/Monroe Drive and Freedom Parkway



The project consists of, but is not necessarily limited to, the following:

- lighting and traffic signals
- sidewalk and ADA ramps
- landscaping
- utilities
- structural ramp system
- permanent soil stabilization in disturbed areas
- traffic control as required for the safety of the public and workers

### General Contractor (“GC”) Responsibilities

The responsibilities of the GC include, but are not limited to the following:

- The GC shall construct the proposed project as described in the construction documents.
- The selected GC shall work closely with ABI and the City of Atlanta to coordinate safety, security and traffic issues in and around the job site.
- 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 ABI'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 apply:
  - a. ABI 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 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;
  - 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 longer.
  - 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 details 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 in response to this ITB 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 one hundred twentieth (120<sup>th</sup>) 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.

### **3. SCHEDULE**

The GC shall complete the project within (540) calendar days of receiving a Notice to Proceed (“NTP”). Failure to meet this schedule may result in the assessment of liquidated damages in the amount of \$1,000/day. ABI will schedule weekly on-site meetings with the GC, sub-contractors, and other partners.

### **4. REQUIRED BID CONTENT**

In order to secure information in a form which will ensure that bids can be properly evaluated, bids should be submitted in the format listed below. Standard bid formats are acceptable provided the following information is included:

- All bid forms completely filled in.
- A proposed work plan and time schedule addressing completion of the scope of work.
- A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed schedule based on the work plan.
- Proof of the following experiences related to the scope of work described in this solicitation, either by the GC or any of its sub-contractors:
  - Evidence of completing a minimum of three (3) similarly sized jobs within the past ten (10) years
  - 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 ten (10) double-sided 8.5” x 11” pages.

Bids shall be submitted in sealed envelopes and clearly marked with “**Ponce de Leon Avenue LCI Streetscape.**” 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 remain in effect for (120) days.

**5. EVALUATION OF BIDS**

If the contract is awarded, it will be awarded to the lowest responsible and responsive bidder whose proposal shall have met all the prescribed requirements.

**6. PROTESTS**

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

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

*A written final determination on any protest will be rendered by ABI and shall be provided to the protester as soon as practicable.*

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## **ATLANTA BELTLINE, INC. TERMS & CONDITIONS**

ABI desires to develop a contract that appropriately places risk with the party most able to address the issue, to ensure that all parties to the contract are appropriately protected and to maintain its responsibility to serve as an effective steward of public funds while advancing the project.

### **1. SOLICITATION / NOT OFFER**

This solicitation does not constitute an offer by 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, 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, state 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 without any further action on your part. The acceptance of your offer by ABI will form an agreement, which is enforceable against you.

### **2. GENERAL TERMS AND CONDITIONS**

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

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

C. No bid shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, The Atlanta Development Authority d/b/a Invest Atlanta ("IA"), or the City of Atlanta ("the City"), under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the bidder or subcontractor shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

D. From the date a bid is received through the date a contract is awarded, no bidder may make substitutions, deletions, additions or other changes in the configuration of its bid.

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

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

G. Bidder shall defend, indemnify, and hold harmless ABI, IA, and the City of Atlanta against any and all claims, judgments or liabilities to which they may be subject because of any negligence or fault or default by the bidder, its consultants, or subconsultants.

H. Bidder shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the bidder and ABI, IA or the City.

### **3. ORGANIZATIONAL CONFLICTS OF INTEREST AND EXCLUDED PARTIES**

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

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

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

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

### **4. TERMINATION OF CONTRACT**

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

### **5. PAYMENT**

ABI shall make payment within (30) days upon receipt, inspection and acceptance of the work and all required documentation by ABI.

## **6. CODE OF ETHICS**

ABI's Code of Ethics, included as **Exhibit D**, applies to this solicitation.

## **7. BACKGROUND CHECKS AND DRUG TESTING**

The bidder may be required to implement a drug-free workplace program including pre-employment testing and background checks including social security number verification. Any employee assigned to the project may be subject to background screening through "Livescan" administered by the Georgia Bureau of Investigation.

## **8. FEDERAL WORK AUTHORIZATION**

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

## **9. PREVAILING WAGE** 1/4/2019 Davis Bacon wages; see required contract provisions section.

## **10. DEBARMENT AND SUSPENSION**

ABI shall not award a contract to a bidder that is debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549.

## **11. AUTHORITY TO DEBAR OR SUSPEND**

After reasonable notice to the vendor involved and reasonable opportunity for that person to respond, ABI's President and CEO shall have authority to suspend or debar a person or entity for cause from consideration for an award of a contract.

## **12. PROPRIETARY INFORMATION**

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

## **13. EX PARTE COMMUNICATION**

Please note that to ensure the proper and fair evaluation of a proposal or bid, ABI prohibits *ex parte* communication initiated by a bidder, respondent or offeror to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, citizen, City of Atlanta official (i.e. city council member, mayor, etc.), or any ABI affiliates, evaluating or considering the

proposal or bid prior to the time a selection has been made. Communication includes but is not limited to fax, phone call, email and in-person. Communication between a bidder, respondent, or offeror and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. *Ex parte* communication may be grounds for disqualifying the offending bidder, respondent, or offeror from consideration or award of a bid or proposal (or any solicitation), and repeat offenders may be disqualified from responding to solicitations for future projects. After this solicitation has been published and a contract fully executed, no bidder, respondent or offeror shall make direct contact with any member of ABI staff other than the persons listed on the first page of this solicitation.

#### **14. 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 details of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event and the steps taken by the party giving such notice to endeavor to remove or overcome such inability with all reasonable dispatch.

#### **15. ADDENDA AND INTERPRETATIONS**

All questions by prospective bidders as to the interpretation of the bid document must be submitted by email to [knicholson@atlbeltline.org](mailto: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 bid document. All addenda will be sent via e-mail to each person attending the pre-bid conference and will be posted on ABI's 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 ABI's 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 whomsoever made, that is not incorporated into an addendum to the bid document. No response shall be made to inquiries received later than the time and date specified in the Invitation to Bid.

#### **16. PRE-BID CONFERENCE/SITE VISIT – SEE APPENDIX H: Wednesday, March 11, 2020 at 10:00 AM.**

#### **17. 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 Tuesday, March 31, 2020, 1:00 PM**, and will be publicly opened and read at **1:00 PM**. **All bids received after 1:00 PM shall be deemed late and will not be accepted.** The envelope/package containing the bid must be marked on the outside with the project name, bidder's name, date and time of opening.

#### **18. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity and inclusion in the participation of companies engaged in the Atlanta BeltLine project. The DBE goal for this project has been set

at 5%; GDOT specifications apply. ABI is an Equal Opportunity Employer.

**19. 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 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 Form, 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 Form 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 Form documents may render the bidder as non-responsive and cause rejection of the bid at the sole discretion of ABI.

**20. HOW TO SUBMIT BIDS**

Submit one paper original with all other required bid documents, and one electronic copy (flash drive) in a PDF format. For the privacy of all bidders, ABI requires that the electronic copy not include the response forms that contain personal information such as driver's licenses. The bid and other required documents, as outlined in the Bid Submittal Check Sheet, may be photocopied for submission of bids.

The complete bid original document and electronic copy 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

## **21. EXECUTION OF BID**

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.

## **22. 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.

## **23. 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 action is taken).
- f. Determination that the bidder has a conflict of interest.
- g. Violation of Ex Parte Communication.

#### **24. 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.

#### **25. FAILURE TO PERFORM**

If the contractor fails to perform, the performance bonding company will be contacted in order to complete the project.

#### **26. 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 Form, the amount so entered shall be conclusive for 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 amounts relates. The award will be based on the total fixed unit cost for all items aggregated.

#### **27. 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 U.S. Treasury 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 one hundred twentieth (120<sup>th</sup>) 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 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 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.

**28. 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.

**29. AFFIDAVITS**

The all affidavits 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.

**30. EQUAL BUSINESS OPPORTUNITY**

The bidder shall complete the DBE goals form included in the bid documents.

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.

**31. 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 Georgia Secretary of State that the organization is in good standing and that the organization is authorized to transact business in Georgia. ABI reserves the right to request this evidence anytime during the procurement process.

**32. BID FORM**

The bidder must complete and execute the Bid Form section of the bid document.

**33. 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.

### **34. BID MODIFICATION AND WITHDRAWAL DUE TO ERRORS**

The bidder shall give notice in writing of its claim of right to withdraw a bid without penalty due to an error within two business days after the conclusion of the bid opening procedure. Bids may be withdrawn from consideration if the bid 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 the 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.

### **35. 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 Office of the Georgia Attorney General and the United States Department of Justice.

### **36. TERMINATION FOR CONVENIENCE**

ABI may terminate any agreement arising from this solicitation for its convenience at any time upon (30) days' written notice to the contractor. In the event of ABI's termination of this agreement for convenience, the contractor will be paid for those services actually performed through the date of termination. 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.

### **37. 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 at law.

### **38. BID EVALUATION**

- a. Each bid timely received by ABI 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 amount. 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 (120) 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 scope of work satisfactorily.
- c. All extensions of the unit prices shown, and the subsequent addition of extended amounts will 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 bid 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.

### **39. 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 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 an 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 GDOT;
  - 3) The completeness of all materials, 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 satisfactorily 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 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 or 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.

#### **40. SURETY BONDS**

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

- a. ABI and City of Atlanta shall be named as co-obligees on all bonding;

- b. 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;
- 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 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 details 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.

#### **41. 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.

#### **42. 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 described in this ITB. ABI and the City of Atlanta shall be named as additional insureds on all insurance policies.

#### **43. LAWS AND REGULATIONS**

All applicable federal and state laws, local 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 shall note 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 U.S. Environmental Protection Agency must be observed during work under this agreement.

#### **44. AGREEMENT TERM**

The term of this agreement shall be for a period of (540) calendar days from Notice to Proceed.

#### **45. LIQUIDATED DAMAGES**

The performance of the work under agreement within the specified time is essential to ABI's economic interests. Potential bidders shall pay special attention 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.

#### **46. 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 finalized in writing and executed by ABI and the GC before either party shall have any obligations. Please be aware that this "Sample Agreement" is a non-binding sample document that serves to provide an example to interested parties of the executed contract. The sample contract is not inclusive of all terms, conditions or requirements of the solicitation award or final executed contract.

Subsequent to the award and within (15) 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 (15) 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 subsequent bid is received by re-advertising, all bidders acknowledge that ABI shall have no liability to the defaulting bidder.

#### **47. 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.

#### **48. 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.

#### **49. COORDINATION OF CONTRACT, PLANS, AND SPECIFICATIONS**

The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, and cited standards for materials or testing; contract general provisions shall govern over plans and cited standards for materials or testing; plans shall govern over cited standards for materials or testing. If any paragraphs contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the contractor discovers any apparent discrepancy within standard test methods, the contractor shall immediately ask the engineer for an interpretation and decision, and such decision shall be final.

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: \_\_\_\_\_



## **EXHIBITS AND FORMS**

### **PI 0012586, Ponce de Leon Avenue LCI Streetscape**

EXHIBIT "A"	CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
EXHIBIT "B"	S.A.V.E. PROGRAM AFFIDAVIT UNDER O.C.G.A. §50-36-1(e)(2)
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"	INSURANCE & BONDING REQUIREMENTS
EXHIBIT "K"	INSURANCE COVERAGE & BONDING CAPACITY
EXHIBIT "L"	BID BOND
EXHIBIT "M"	BID FORM
EXHIBIT "N"	GA 190247 GEORGIA DEPARTMENT OF LABOR - DAVIS BACON WAGE RATES
EXHIBIT "O"	BID SUBMITTAL CHECKLIST
APPENDIX "A"	SPECIAL PROVISIONS (SPECIFICATIONS)
APPENDIX "B"	PLANS
APPENDIX "C"	STATEMENT OF VALUES (SOV)
APPENDIX "D"	BFI REPORT
APPENDIX "E"	STANDARD FEDERAL-AID CONTRACT PACKAGE
APPENDIX "F"	FIRST SOURCE AGREEMENT
APPENDIX "G"	SAMPLE AGREEMENT
APPENDIX "H"	PRE-BID MEETING/SITE VISIT LOCATION

**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 ITB.

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 ITB. Bidder shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the ITB, 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.

Signature \_\_\_\_\_

Name \_\_\_\_\_  
(type or print)

Title \_\_\_\_\_

Company Name \_\_\_\_\_

Date \_\_\_\_\_, 202\_\_

**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 & General Counsel**  
**Atlanta BeltLine, Inc.**

\_\_\_\_\_  
**Date**

**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 or Construction 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 \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_[NOTARY SEAL]

**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: \_\_\_\_\_ [NOTARY SEAL]

## EXHIBIT “D”

### 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:

- 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 CFO.

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 \_\_\_\_\_ (company/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 materially 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 \_\_\_\_\_, 202\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

[NOTARY SEAL]

**EXHIBIT "F"**

**AFFIDAVIT OF NON-COLLUSION**

Project: **PI 0012586, Ponce de Leon Avenue LCI Streetscape**

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 \_\_\_\_\_ 2020.

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(Notary Public in and for)

---

(County)

My Commission expires \_\_\_\_\_, 202\_\_

(SEAL)

**EXHIBIT "G"**  
**BIDDER'S AFFIDAVIT**

Project: **PI 0012586, Ponce de Leon Avenue LCI Streetscape**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

---

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

---

that they are the

---

(Title)

---

(Name of Bidder)

who signed the above bid form, that he/she 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/her knowledge and belief.

---

(Affiant)

Subscribed and Sworn to before me this \_\_\_\_\_ Day of \_\_\_\_\_ 2020

---

(Notary Public in and for)

---

(County)

My Commission expires \_\_\_\_\_, 202\_\_

(SEAL)

**EXHIBIT "H"**

**GEORGIA UTILITY CONTRACTOR'S  
LICENSE CERTIFICATION**

Project: **PI 0012586, Ponce de Leon Avenue LCI Streetscape**

**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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**EXHIBIT "I"**

**BIDDER/CONTRACTOR'S DISCLOSURE AND QUESTIONNAIRE FORM**

1. Please provide the names and business addresses of each of the bidder/contractor's officers, directors, affiliates and other employees, agents or representatives of this firm, for the project –**PI 0012586, Ponce de Leon Avenue LCI Streetscape**

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 of 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.

See next page for signature



On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

(Legal Name of Bidder/Contractor)

---

(Signature of Authorized Representative)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

**Sworn to and subscribed before me,**

This \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_

\_\_\_\_\_  
(Notary Public) (Seal)

Commission Expires \_\_\_\_\_ (Date)

## EXHIBIT "J"

### INSURANCE & BONDING REQUIREMENTS

**Project:** PI 0012586, Ponce de Leon Avenue LCI Streetscape

**Insurance.** In conjunction with the execution of this agreement, contractor shall provide evidence of worker's compensation, general liability, and automobile liability insurance to ABI to cover the acts and omissions of contractors, principals, employees and agents, and any sub-contractor in rendering the services within the scope of and in compliance with this agreement. Contractor shall at all times during the term of this agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

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

b) Commercial General Liability Insurance

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

The following additional coverage must apply:

- A. 2013 or later ISO Commercial General Liability Form.
- B. Dedicated Limits per Project Site or Location (CG 25 3 or CG 25 04).
- C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13
- D. Blanket Contractual Liability (included in 1986 or later forms).
- E. Broad Form Property Damage (included in 1986 or later forms).
- F. Severability of Interest (included in 1986 or later forms).
- G. Underground, explosion, and collapse coverage (included in 1986 or later form).
- H. Personal Injury (deleting both contractual and employee exclusions).
- I. Incidental Medical Malpractice.
- J. Sudden and Accidental Pollution Coverage
- K. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
- L. Primary and Non-Contributory wording

c) Automobile Liability Insurance

- i. \$1,000,000 combined single limit of liability per accident for bodily injury and property damage;
- ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles;
- iii. Additional Insured Endorsement.
- iv. Waiver of Subrogation Endorsement.

- d) Environmental Liability with limits of \$1,000,000 per claim.
- e) Contractual Liability, Subject to Policy Term, Conditions and Exclusions.
- f) Insurance company must be authorized to do business in the State of Georgia.
- h) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and The Atlanta Development Authority d/b/a Invest Atlanta.
- i) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
- j) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractors' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
- k) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- l) Contractor shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Contractor will be primary over any insurance program carried by ABI.
- m) Contractor shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Contractor and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate contractors, and subcontractors.
- n) Contractor waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Contractor.
- o) Contractor shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors.)

## A. Preamble

The following requirements apply to all work under the agreement that may result from an award. Compliance is required by all bidders/contractors. To the extent permitted by applicable law, 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 submits 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, the Engineer, 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 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 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 \$1,000,000 each accident  
Bodily Injury by Accident/Disease \$1,000,000 each employee  
Bodily Injury by Accident/Disease \$1,000,000 policy limit

**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:

- Contractual Liability
- Broad Form Property Damage
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Premises Operations
- Independent Contractors/Subcontractors
- Products – Completed Operations
- 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 **\$1,000,000 Bodily Injury and Property Damaged combined single limit.** The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Additional Insured Endorsement (written on primary, non-contributing basis)
- 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. Environmental Liability**

Bidder/Contractor shall procure and maintain Environmental 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:

- Additional Insured Endorsement (written on primary, non-contributing basis)
- 60-day notice of cancellation to ABI
- Coverage for bodily injury and property damage sustained on site or offsite
- Broadened Coverage for Covered Autos
- 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 (110%) 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: \_\_\_\_\_

**Exhibit "K"**

**INSURANCE COVERAGE AND BONDING CAPACITY**

Project: **PI 0012586, Ponce de Leon Avenue LCI Streetscape**

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: \_\_\_\_\_

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
President/Vice President

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
Secretary/Assistant Secretary  
(affix corporate seal here, if corporation)



**EXHIBIT "L"**

**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.  
100 Peachtree Street NW, Suite 2300  
Atlanta, GA 30303

City of Atlanta  
55 Trinity Avenue  
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

**PI 0012586, Ponce de Leon Avenue LCI Streetscape**

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 in 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 \_\_\_\_\_, 202\_\_\_\_.

**Please see next page for signature**

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**EXHIBIT "L" cont.**

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
(Principal)

\_\_\_\_\_  
(Principal Secretary)

(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Witness to Principal)

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety)

By: \_\_\_\_\_  
(Attorney-in-Fact)

\_\_\_\_\_  
(Resident Agent)

\_\_\_\_\_  
(Address)

(SEAL)

\_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

**EXHIBIT "M"**

**BID FORM**

Project: **PI 0012586, Ponce de Leon Avenue LCI Streetscape**

To: Atlanta BeltLine, Inc. Submitted Date: \_\_\_\_\_,  
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 _____

- 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 in 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.
- h. Bidder cannot withdraw bid within 120 days of opening.
- i. Bidder submits the following bid prices:

Bidder acknowledges and agrees that the work is set out in the bid documents and will be administered following GDOT section 109. Unforeseen unit prices shall not be binding on the bidder if no contract is awarded for the base bid work.

**Total – Base Bid Price \$** \_\_\_\_\_

**Total – 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 Appendix B Schedule of Values (SOV) for all line itemed units and all costs related to installing those items.

**Consecutive Calendar Days for Final Completion: 540 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.

- 4. 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.
- 5. 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.
- 6. 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:

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7. Undersigned bidder states the names and address of persons interested as principals in this bid as are follows: (write first name in full)

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8. Bidder shall state on the line below, if a corporation, the name of State in which incorporated and the date of said incorporation:

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9. 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)

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10. 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.

11. 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.
12. The bidder agrees to complete the contract awarded within (540) calendar days from the date of "Notice to Proceed." Bidder further agrees that the owner may retain from the monies based on GDOT section 108.08 determined based on contract amount.

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: \_\_\_\_\_

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**EXHIBIT "N"**

**GA 190247 GEORGIA DEPARTMENT OF LABOR - DAVIS BACON WAGE RATES**

**General Decision Number: GA190247 01/04/2019 GA247**

**Superseded General Decision Number: GA20180259**

**State: Georgia**

**Construction Type: Highway**

**County: Fulton County in Georgia.**

**HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

**Modification Number      Publication Date**

**0                              01/04/2019**

**SUGA2014-081 10/03/2016**

	<b>Rates</b>	<b>Fringes</b>
<b>CARPENTER, Includes Form Work</b>	<b>\$ 15.74</b>	<b>0.00</b>
<b>CEMENT MASON/CONCRETE FINISHER</b>	<b>\$ 15.33</b>	<b>0.00</b>
<b>FENCE ERECTOR</b>	<b>\$ 16.54</b>	<b>0.00</b>
<b>HIGHWAY/PARKING LOT STRIPING:</b>		
<b>Operator (Striping Machine)</b>	<b>\$ 13.25</b>	<b>2.69</b>
<b>INSTALLER – GUARDRAIL</b>	<b>\$ 14.95</b>	<b>0.00</b>
<b>INSTALLER – SIGN</b>	<b>\$ 13.03</b>	<b>0.00</b>



	<b>Rates</b>	<b>Fringes</b>
<b>IRONWORKER, REINFORCING</b>	<b>\$ 14.64</b>	<b>0.00</b>
<b>IRONWORKER, STRUCTURAL</b>	<b>\$ 15.12</b>	<b>0.00</b>
<b>LABORER: Concrete Paving</b>		
<b>Joint Sealer</b>	<b>\$ 17.66</b>	<b>0.00</b>
<b>LABORER: Grade Checker</b>	<b>\$ 11.45</b>	<b>0.00</b>
<b>LABORER: Mason Tender – Brick</b>	<b>\$ 11.61</b>	<b>0.00</b>
<b>LABORER: Mason Tender - Cement/Concrete</b>	<b>\$ 12.32</b>	<b>0.00</b>
<b>LABORER: Pipelayer</b>	<b>\$ 12.34</b>	<b>0.00</b>
<b>LABORER: Asphalt (Includes Distributor,</b>		
<b>Raker, Screed, Shoveler, and Spreader)</b>	<b>\$13.87</b>	<b>0.00</b>
<b>LABORER: Common or General,</b>		
<b>Includes Erosion Control</b>	<b>\$ 11.21</b>	<b>0.00</b>
<b>OPERATOR: Backhoe/Excavator/Trackhoe</b>	<b>\$ 17.52</b>	<b>2.70</b>
<b>OPERATOR: Bobcat/Skid Steer/Skid Loader</b>	<b>\$ 13.38</b>	<b>0.00</b>
<b>OPERATOR: Broom/Sweeper</b>	<b>\$ 14.83</b>	<b>1.38</b>
<b>OPERATOR: Bulldozer</b>	<b>\$ 15.68</b>	<b>1.25</b>
<b>OPERATOR: Compactor</b>	<b>\$ 14.64</b>	<b>0.00</b>
<b>OPERATOR: Concrete Saw</b>	<b>\$ 18.94</b>	<b>0.00</b>
<b>OPERATOR: Crane</b>	<b>\$ 21.08</b>	<b>0.00</b>
<b>OPERATOR: Distributor</b>	<b>\$ 16.69</b>	<b>1.01</b>
<b>OPERATOR: Grader/Blade</b>	<b>\$ 18.48</b>	<b>0.00</b>
<b>OPERATOR: Hydroseeder</b>	<b>\$ 15.20</b>	<b>0.00</b>
<b>OPERATOR: Loader</b>	<b>\$ 13.64</b>	<b>0.94</b>
<b>OPERATOR: Mechanic</b>	<b>\$ 19.01</b>	<b>0.00</b>
<b>OPERATOR: Milling Machine Groundsman</b>	<b>\$ 13.43</b>	<b>1.24</b>
<b>OPERATOR: Milling Machine</b>	<b>\$ 17.02</b>	<b>2.39</b>
<b>OPERATOR: Paver (Asphalt, Aggregate, Concrete)</b>	<b>\$ 17.03</b>	<b>0.00</b>
<b>OPERATOR: Piledriver</b>	<b>\$ 16.70</b>	<b>0.00</b>
<b>OPERATOR: Roller</b>	<b>\$ 13.32</b>	<b>0.84</b>
<b>OPERATOR: Scraper</b>	<b>\$ 12.64</b>	<b>0.00</b>
<b>OPERATOR: Screed</b>	<b>\$ 15.18</b>	<b>1.66</b>

OPERATOR: Shuttle Buggy	\$ 14.06	1.98
PAINTER: Spray	\$ 23.30	0.00
TRAFFIC CONTROL: Flagger	\$ 11.95	0.00
TRAFFIC CONTROL: Laborer-Cones/Barricades/ Barrels - Setter/Mover/Sweeper	\$ 12.66	0.00
TRAFFIC SIGNALIZATION: Laborer	\$ 14.00	1.08
TRAFFIC SIGNALIZATION: Electrician	\$ 24.72	5.26
TRUCK DRIVER: Dump Truck	\$ 16.41	0.00
TRUCK DRIVER: Flatbed Truck	\$ 14.91	1.07
TRUCK DRIVER: Hydroseeder Truck	\$ 16.74	0.00
TRUCK DRIVER: Lowboy Truck	\$ 18.98	0.00
TRUCK DRIVER: Off the Road Truck	\$ 12.38	0.00
TRUCK DRIVER: Pickup Truck	\$ 13.29	0.00
TRUCK DRIVER: Water Truck	\$ 13.23	0.00
TRUCK DRIVER: Semi/Trailer Truck	\$ 16.26	0.00

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**WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.**

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**Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).**

**Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).**

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**The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by**

the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### **Union Rate Identifiers**

A four- letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### **Survey Rate Identifiers**

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### **Union Average Rate Identifiers**

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH, indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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**WAGE DETERMINATION APPEALS PROCESS**

**1.) Has there been an initial decision in the matter? This can be:**

- \* an existing published wage determination**
- \* a survey underlying a wage determination**
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter**
- \* a conformance (additional classification and rate) ruling**

**On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.**

**With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:**

**Branch of Construction Wage Determinations Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W., Washington, DC 20210**

**2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:**

**Wage and Hour Administrator U.S. Department of Labor  
200 Constitution Avenue, N.W., Washington, DC 20210**

**The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.**

**3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:**

**Administrative Review Board U.S. Department of Labor  
200 Constitution Avenue, N.W., Washington, DC 20210**

**4.) All decisions by the Administrative Review Board are final.**

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**EXHIBIT “O”  
Bid Submittal Check List**

Project: **PI 0012586, Ponce de Leon Avenue LCI Streetscape**

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 is a guide and may not be inclusive of all forms. It is the bidder’s responsibility to submit a responsive and responsible bid.

Submit one paper original with all other required bid documents, and one electronic copy (flash drive) in a PDF format. For the privacy of all bidders, ABI requires that the electronic copy not include the response forms that contain personal information such as driver’s licenses. The bid and other required documents, as outlined in the Bid Submittal Check Sheet, may be photocopied for submission of bids.

Item Number	Required Items	Check (√)
1	Invitation to Bid	
2	Instructions to Bidders	
3	Authorization to Transact Business	
4	GDOT DBE Goals Form	
5	Federal-Aid Certification	
6	Georgia Security and Immigration Compliance Act Affidavit	
	<b>EXHIBITS</b>	
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 (not assessment)	
T	Bid Form	
U	Bid Submittal Checklist	

**Please see next page for signature:**

Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Email address: \_\_\_\_\_

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**APPENDIX "A"**

**SPECIAL PROVISIONS (SPECIFICATIONS)**

**GDOT REQUIRED CONTRACT PROVISIONS**

**APPENDIX "B"**  
**PLANS**



**APPENDIX "C"**  
**Insert link\*\***  
**STATEMENT OF VALUES**  
**0012586 – Ponce de Leon Avenue LCI Streetscape**

ITEM NUMBER	ITEM DESCRIPTION	UNIT PRICE	UNITS	QUANTITY	BID AMOUNT
	<b>GRADING/DEMOLITION</b>				
150-1000	Traffic Control- 0012586		LS		LUMP
210-0100	Grading Complete- 0012586		LS		LUMP
	<b>SURFACING</b>				
310-1101	GR AGGR BASE CRS. INCL MATL		TN		177
318-3000	AGGR SURF CRS		TN		1200
402-1802	RECYCL AC PATCHING, INCL MATL		TN		100
402-3130	RECYCL AC 12.5 MM SP, GP 2, BM&HL		TN		334
402-3190	RECYCL AC 19 MM SP, GP 1 OR 2, INCL BM&HL		TN		26
413-0750	TACK COAT		GL		267
432-0206	MILL ASPH CONC PVMT, 1.50 DEPTH		SY		2815
437-1571	ST GRANITE CURB, 5 X 17, TP A		LF		5536
437-2571	CI GRANITE CURB, 5 X 17, TP A		LF		1989
441-0018	DRIVEWAY CONC, 8 IN TK		SY		1330
441-0104	CONC SIDEWALK, 4 IN		SY		5803
441-0108	CONC SIDEWALK, 8 IN		SY		631
441-0204	PLAIN CONC DITCH PAVING, 4 IN		SY		50
441-0748	CONC MEDIAN, 6 IN		SY		534
441-4030	CONC VALLEY GUTTER, 8 IN		SY		1021
441-5001	CONC HEADER CURB, 4, TP 1		LF		124
441-5002	CONC HEADER CURB, 6, TP 2		LF		356
441-6012	CONC CURB AND GUTTER, 6X24 TP 2		LF		492
446-1100	PVMT REF FAB STRIPS, TP 2, 18 INCH WIDTH		LF		5312
500-9999	CL B CONC, BASE OR PVMT WIDEN		CY		304
900-0100	GRANITE PAVERS		SF		107
	<b>STORM DRAINAGE</b>				
550-1180	STM DR PIPE 18, H 1-10		LF		282
611-3000	RECONSTR CATCH BASIN, GROUP 1		EA		11
611-3010	RECONSTR DROP INLET, GROUP 1		EA		1
611-3030	REC STORM SEW MANHOLE, TYPE 1		EA		2
611-8000	ADJUST CATCH BASIN TO GRADE		EA		1
611-8040	ADJUST DROP INLET TO GRADE		EA		3
668-1100	CATCH BASIN, GP 1		EA		3
668-2100	DROP INLET, GP 1		EA		1
	<b>LIGHTING</b>				
681-3600	LIGHTING STD. SPCL DESIGN		EA		74
682-1406	CABLE, TP XHHW, AWG NO 6		LF		22500
682-1413	CABLE, TP XHHW, AWG NO 1/0		LF		600
682-6222	CONDUIT, NONMETL, TP 2, 2 IN		LF		7500
682-6225	CONDUIT, NONMETL, TP 2, 2 1/2 IN		LF		200
682-9010	SVC POLE RISER		EA		1
682-9020	ELEC JCT BOX		EA		74
	<b>SIGNING/MARKING/SIGNALS</b>				
636-1033	HWY SIGNS, TP 1 MAT, REFL SH TP 9		SF		227
636-1036	HWY SIGN, TP 1 MATL, REFL SH TP 11		SF		265
636-1045	HWY SIGN, TP 2, REFL SH TP 11 TP 2 MATL, REFL SHEETING TP 11		SF		182
636-2070	GALV STEEL POSTS, TP 7		LF		248
636-2080	GALV STEEL POSTS, TP 8		LF		480
639-3004	STEEL STRAIN POLE, TP IV W/ 25' MAST ARM		EA		1
639-3004	STEEL STRAIN POLE, TP IV W/ 40' MAST ARM		EA		1
639-3004	STEEL STRAIN POLE, TP IV W/ 45' MAST ARM		EA		3
639-3004	STEEL STRAIN POLE, TP IV W/ 50' MAST ARM		EA		3
639-3004	STEEL STRAIN POLE, TP IV W/ 55' MAST ARM		EA		1
639-3004	STEEL STRAIN POLE, TP IV W/ 60' & 65' MAST ARMS		EA		1
639-4014	STR POLE, TP 4, INCL LUMIN. ARM W/ 30' MAST ARM		EA		1
639-4014	STR POLE, TP 4, INCL LUMIN. ARM W/ 50' MAST ARM		EA		1
639-4014	STR POLE, TP 4, INCL LUMIN. ARM W/ 55' & 65' MAST ARMS		EA		1
647-1000	TRAF SIGNAL INSTALLATION NO. 1- MONROE DR/BOULEVARD		LS		LUMP
647-1000	TRAF SIGNAL INSTALLATION NO. 2- GLEN IRIS		LS		LUMP
647-1000	TRAF SIGNAL INSTALLATION NO. 3- MIDTOWN PLACE SHOPPING CENTER		LS		LUMP
647-1000	TRAF SIGNAL INSTALLATION NO. 4- PONCE DE LEON PLACE		LS		LUMP
647-2150	PULL BOX, PB-5		EA		4
652-9000	TRAFFIC STRIPE, GREEN		SY		468
653-0110	THERM PVMT MARK, ARROW, TP 1		EA		36
653-0120	THERM PVMT MARK, ARROW, TP 2		EA		2
653-0320	THERM PVMT MKG, SWM, TP 4		EA		28
653-1501	THERMO SOLID TRAF ST 5 IN, WHITE		LF		1518
653-1502	THERMO SOLID TRAF ST 5 IN, YELLOW		LF		2104
653-1704	THERM SOLID TRAF STRIPE, 24 IN, WHITE		LF		650
653-1804	THERM SOLID TRAF STRIPE, 8 IN, WHITE		LF		6794
653-3501	THERMO SKIP TRAF ST, 5 IN, WHITE		GLF		4616
653-6004	THERM TRAF STRIPE, WHITE		SY		590
653-6006	THERM TRAF STRIPE, YELLOW		SY		23

657-1110	PRF PL SD PVMT MKG, 11, B/W, TPPB	LF	1771
657-1244	PRF PL SD PVMT MKG, 24, WH, TPPB	LF	186
657-4998	PREF PLAS PVMT MKG, B/W, TPPB	SY	5
657-4999	PREF PLAS PVMT MKG, B/Y, TPPB	SY	10
657-6085	PRF PL SD PVMT MKG, 8, B/Y, TPPB	LF	139
682-9950	DIRECTIONAL BORE - 3 IN	LF	1595
682-9950	DIRECTIONAL BORE - 5 IN	LF	740
682-9950	DIRECTIONAL BORE - 7 IN	LF	380
937-6000	MICROWAVE RADAR DETECTION ASSEMBLY	EA	6
	ITS		
647-2120	PULL BOX, TYPE 2	EA	2
682-6120	CONDUIT, RIGID, 2 IN, WITH WEATHERHEAD	LF	120
682-6222	CONDUIT, NONMETAL, TP 2, 2"	LF	80
935-1512	OSP FIBER OPTIC CABLE, DROP, SINGLE MODE, 32 FIBER	LF	870
935-4010	FIBER OPTIC SPLICE, FUSION	EA	16
	<b>SPECIAL DESIGN WALLS AND RAMP CONNECTION</b>		
211-0200	BR EXCAV, GRADE SEPARATION	CY	174
500-3002	CL AA CONCRETE	CY	50
500-3107	CL A CONC, RET WALL	CY	8
500-3201	CL B CONC, RET WALL	CY	10
500-3800	CL A CONC, INCL REINF STEEL	CY	20
501-3001	STR STEEL, BR NO -1 (ELEVATED WALKWAY (74910 LBS)	LS	LUMP
501-3001	STR STEEL, BR NO-2 STAIRS (8140 LBS)	LS	LUMP
511-1000	BAR REINF STEEL	LB	13077
520-5000	PILOT HOLES	LF	960
617-0510	PERMANENTLY ANCHORED WALL NO 2.	LS	LUMP
617-0510	PERMANENTLY ANCHORED WALL NO 3.	LS	LUMP
617-0510	PERMANENTLY ANCHORED WALL NO 4.	LS	LUMP
617-0510	PERMANENTLY ANCHORED WALL NO 5.	LS	LUMP
999-9500	GRANITE FACING	SF	3838
	<b>EROSION CONTROL</b>		
163-0232	TEMPORARY GRASSING	AC	3
163-0240	MULCH	TN	85
163-0529	CNST/REM TEMP SED BAR OR BLD STRW CK DM	LF	9
163-0550	CONS & REM INLET SEDIMENT TRAP	EA	31
165-0030	MAINT OF TEMP SILT FENCE, TP C	LF	1875
165-0041	MAINT OF CHECK DAMS - ALL TYPES	LF	9
165-0105	MAINT OF INLET SEDIMENT TRAP	EA	31
167-1000	WATER QUALITY MONITORING AND SAMPLING	EA	12
167-1500	WATER QUALITY INSPECTIONS	MO	12
171-0030	TEMPORARY SILT FENCE, TYPE C	LF	3750
603-0006	STONE BLANKET PROTECTION, 6 IN	SY	5
603-2012	STN DUMPED RIP RAP, TP 1, 12	SY	5
603-2181	STN DUMPED RIP RAP, TP 3, 18	SY	3648
603-7000	PLASTIC FILTER FABRIC	SY	3653
643-8200	BARRIER FENCE (ORANGE), 4 FT	LF	3923
700-6910	PERMANENT GRASSING	AC	3
700-7000	AGRICULTURAL LIME	TN	2
700-8000	FERTILIZER MIXED GRADE	TN	1
700-8100	FERTILIZER NITROGEN CONTENT	LB	50
713-3001	WOOD FIBER BLANKET, TP 1, SLOPES	SY	120
	<b>LANDSCAPING ITEMS</b>		
702-0678	MULLENBERGIA CAPILLARIS- 'AUTUMN GLOW' TM	EA	55
702-0724	PENNISETUM SP-ALOPECUROIDES 'LITTLE BUNNY'	EA	120
700-9400	AC NATIVE RESTORATION AND RIPARIAN SEEDING	AC	1
702-0246	DIYOPTERIS SP- CARTHUSIANA	EA	556
702-0265	ERAGROSTIS SPECTABILIS - WILD DANCER	EA	19
702-0285	GELSENIUM SEMPERVIRENS - JESSAMINE	EA	19
702-0471	HILEX VOMITORIA- STOKES DWARF	EA	348
702-0479	ITEA VIRGINICA - HENRY'S GARNET	EA	6
702-0500	JUNIPERUS CONFERTA - BLUE PACIFIC	EA	52
702-0529	LAGERSTROEMIA FAUREI - SARA'S FAVORITE	EA	2
702-0542	LAGERSTROEMIA INDICA- SIOLM	EA	5
702-0542	LAGERSTROEMIA INDICA- MIAMI	EA	13
702-0727	PIHOX SUBULATA - MCDANIELS CUSHON	EA	69
702-0795	PITTOSPORIUM TOBIRA - WHEELERS DWARF	EA	193
702-0905	QUERCUS PHELLOS- HIGHTOWER	EA	8
702-0940	RHODODENDRON SP - MINUS	EA	8
702-0960	RHLIS AROMATICA - GRO LOW	EA	23
702-0977	RHAPHIOLEPIS INDICA - GEORGIA PETITE	EA	386
702-0981	ROSA SP - MEIGALPIO PLANT PATENT #17,877	EA	256
702-1040	SCHIZACHYRIUM SCOPARIUM- LITTLE BLUESTEM GRASS	EA	836
702-1048	SISYRINCHIUM ANGLUSTIFOLIUM- NARROWLEAF BLUE-EYED GRASS	EA	3684
702-1081	ULMUS AMERICANA - PRINCETON	EA	13
702-1082	ULMUS PARVIFOLIA - EMER II	EA	19
702-9300	SOD	SY	525
	<b>MISCELLANEOUS ITEMS</b>		
156-0100	GPS DATA COLLECTION & SUBMITTAL	LS	LUMP
515-2050	HANDRAIL SPECIAL DESIGN	LF	743
515-2105	42" METAL SAFETY RAIL	LF	875

634-1200	RIGHT OF WAY MARKERS		EA	105
754-6000	BICYCLE RACK		EA	17
900-0526	BOLLARDS FLEXIBLE DELINEATOR POSTS		EA	71
900-0526	BOLLARDS		EA	11
	UTILITY ADJUSTMENTS			
500-3200	CLASS B CONCRETE (FOR THRUST RESTRAINTS)		CY	1.8
610-7010	REMOVE WATER METER		EA	2
611-8010	ADJUST HYDRANT TO GRADE		EA	1
611-8120	ADJUST WATER METER BOX TO GRADE		EA	43
611-8140	ADJUST WATER VALVE BOX TO GRADE		EA	16
611-9995	ADJUST WATER METER VAULT TO GRADE		EA	1
670-1060	WATER MAIN, 6 IN		LF	150
670-1080	8 IN WATER MAIN REALIGNMENT		LF	20
670-0800	WATER METER		EA	2
670-2060	GATE VALVE, 6 IN		EA	9
670-2700	ABANDONMENT OF WATER VALVES		EA	9
670-4000	FIRE HYDRANT		EA	9
670-5620	WATER SERVICE LINE, 3/4 IN		LF	420
670-9730	RELOCATE EXISTING WATER METER, INCL BOX		EA	11
670-9920	REMOVE EXISTING FIRE HYDRANT		EA	9
611-8050	ADJUST MANHOLE TO GRADE		EA	3
611-8055	ADJUST MINOR STRUCTURE TO GRADE (SANITARY SEWER CLEANOUT)		EA	5

TOTAL BID AMOUNT

**APPENDIX "D"**

**BFI REPORT**

**APPENDIX "E"**

**STANDARD FEDERAL-AID CONTRACT PACKAGE**

**APPENDIX "F"**

**ATLANTA BELTLINE, INC. FIRST SOURCE AGREEMENT – CONSTRUCTION CONTRACTORS**

**THIS ATLANTA BELTLINE, INC. FIRST SOURCE EMPLOYMENT AGREEMENT** (the "Agreement"), dated as of this the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the "Effective Date") between **ATLANTA BELTLINE, INC.**, a Georgia nonprofit corporation ("**ABI**") and \_\_\_\_\_ [name of entity], a \_\_\_\_\_ [type of entity] (the "Construction Contractor").

**WITNESSETH:**

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

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

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

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

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

**WHEREAS**, a Community Benefits Jobs Policy was adopted by the Board of Directors of ABI on June 16, 2009, for the purpose of providing employment opportunities for the unemployed and the economically disadvantaged (the "Community Benefits Jobs Policy"), which Community Benefits Jobs Policy will be administered on behalf of ABI by the Atlanta Workforce Development Agency ("AWDA"), now known as WorkSource Atlanta ("WSA"), and monitored by ABI; and

**WHEREAS**, ABI and AWDA entered into that certain Memorandum of Understanding, dated September 1, 2009 (the “AWDA MOU”) setting forth the parameters for providing recruitment, referral and placement services through the Atlanta BeltLine First Source Register to the Construction Contractor; and

**WHEREAS**, the Contractor has entered into an **Agreement Regarding Construction Services for** \_\_\_\_\_, dated as of the \_\_\_ day of \_\_\_\_\_, 202\_\_, (“the Effective Date”) with ABI (the “Agreement”), whereby ABI desires for the Contractor to perform all work required for the construction services and improvements to the “project name” (the “Project”); and

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

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

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

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

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

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

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

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

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

**Section 2. General.**

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

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

**Section 3. Responsibilities of the Contractor.** Contractor and Contractor's Subcontractors are encouraged to:

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

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

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

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

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

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

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

H. Provide letters of assent to the terms of this Agreement to WSA from Construction Contractors, including Subcontractors, prior to any Construction Contractor performing any work on the Project



I. Evaluate and interview all candidates provided by WSA from the Atlanta BeltLine First Source Register and provide WSA with the Post-Interview Evaluation Form, attached hereto as First Source Exhibit B, within ten (10) days of the evaluation and interview.

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

- (i) a copy of all completed Employer's Projection of Positions Forms, in the form attached hereto as First Source Exhibit A, which have been completed since the last requisition submitted;
- (ii) a copy of all completed Post-Interview Evaluation Forms, in the form attached hereto as First Source Exhibit B, which have been completed since the last requisition submitted; and
- (iii) the completed and certified Requisition Progress Report, in the form attached hereto as First Source Exhibit C, pursuant to the Project, certifying compliance with this Agreement and detailing individuals who were hired, their address, neighborhood, start and end employment dates and hours worked during that month.

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

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

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

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

- A. Withhold progress payments of up to 10% of the Contract Amount;
- B. Terminate the Agreement; or
- C. Declare the Construction Contractor ineligible for participation in future contracts with ABI for a period of three (3) years from the date of termination of the Agreement.

**Section 6. Notices.** All notices, consents, approvals and other communications which may be or are required to be given by ABI, WSA or the Contractor under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return

receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), (d) by email to the email address listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the methods listed in this Section 6(a), (b) or (c)) or (e) by facsimile to the facsimile number listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c)), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:

If to Contractor: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (XXX) XXX-XXXX  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

If to ABI:  
Atlanta BeltLine, Inc.  
100 Peachtree Street, NW, Suite 2300  
Atlanta, GA 30303  
Telephone: (404) 477-3545  
Attn: Assistant General Counsel  
Email: [mthomas@atbeltline.org](mailto:mthomas@atbeltline.org)

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

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

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

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

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

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

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

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

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

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES  
CONTAINED ON NEXT PAGE.)**

**IN WITNESS WHEREOF**, this Agreement is executed by ABI, WSA and the Contractor as of the date first written above.

**ATLANTA BELTLINE, INC.**  
a Georgia nonprofit corporation

By: \_\_\_\_\_  
Clyde Higgs, President and CEO

**CONTRACTOR**

By: \_\_\_\_\_  
Name [add]  
Title [add]

## **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 POSITIONS**

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

*Continued on Next Page*

**SECTION 2**  
**CURRENT CONSTRUCTION PROJECT EMPLOYEES**

<b>Names/ Positions</b>	<b>Names/ Positions</b>	<b>Names/Positions</b>
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

# First Source Exhibit B to Appendix A POST INTERVIEW EVALUATION FORM

## Instructions

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

*Name of the candidate:* \_\_\_\_\_

*Date interviewed:* \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

*Was the candidate hired? (Y/N):* \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

# First Source Exhibit C to Appendix A Requisition Progress Report

## EXHIBIT C REQUISITION PROGRESS REPORT

**Instructions**

Pursuant to the Atlanta BeltLine First Source Employment Agreement ("FSEA"), please complete Sections 1, 2, and 3 of this form and submit it with each requisition for payment. The purpose of this form is for the primary contractor to confirm that the contract is in compliance with the FSEA and to track progress towards meeting "good faith efforts" goals of hiring residents from the Atlanta BeltLine First Source Register. One form should be submitted representing the collective information of the primary contractor and all of their direct subcontractors

**Section 1: Summary**

This Period	Total New Demolition/Construction Positions <sup>1</sup> Hired	
	Total Entry Level <sup>2</sup> New Demolition/Construction Positions <sup>1</sup> Hired	
	Total New Demolition/Construction Positions <sup>1</sup> Hired from ABI's First Source Register	
	Total Entry Level <sup>2</sup> New Demolition/Construction Positions <sup>1</sup> Hired from ABI's First Source Reg.	
Total to Date	Total New Demolition/Construction Positions <sup>1</sup> Hired	
	Total Entry Level <sup>2</sup> New Demolition/Construction Positions <sup>1</sup> Hired	
	Total New Demolition/Construction Positions <sup>1</sup> Hired from ABI's First Source Register	
	Total Entry Level <sup>2</sup> New Demolition/Construction Positions <sup>1</sup> Hired from ABI's First Source Reg.	

**\*Definitions**  
 1) *New Demolition/Construction Position*: any non-executive, professional engineering, office, or clerical jobs, or any jobs filled by full-time employees on the Construction Contractor's payroll for at least three months prior to the notice to proceed for the Project.  
 2) *Entry Level*: any non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two years of training or specific preparation. This definition includes, but is not limited to apprentices.

**Section 2: Opportunities and Challenges**

Please describe opportunities and challenges in achieving the good faith efforts goal of filling 50% of Entry Level<sup>2</sup> New Demolition/Construction Positions<sup>1</sup> and 20% of all New Construction<sup>1</sup> Positions with residents from the BeltLine First Source Register.

**Section 2: Certification**

I hereby certify that the undersigned party is in compliance with the Atlanta BeltLine First Source Agreement dated [Date] and that the information in this form is accurate.

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Continued on Next Page*





## 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.

	Type of Position	Number of Positions	Entry Level / Non-Entry Level
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
<b>TOTAL</b>			

**APPENDIX "G"**

**"PI 0012586, Ponce de Leon Avenue LCI Streetscape"**

**SAMPLE FORM OF CONTRACT AGREEMENT**

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

**SAMPLE AGREEMENT REGARDING CONSTRUCTION SERVICES**

**INVITATION TO BID – PI 0012586, Ponce de Leon Avenue LCI Streetscape**

**THIS AGREEMENT REGARDING CONSTRUCTION SERVICES FOR THE Ponce de Leon Avenue LCI Streetscape** (herein called the “**Agreement**”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 202\_\_ (the “**Effective Date**”) between **ATLANTA BELTLINE, INC.**, a Georgia nonprofit corporation (“**ABI**”) and \_\_\_\_\_, a \_\_\_\_\_ (describe entity type) (the “**Contractor**”).

**WHEREAS**, Atlanta BeltLine, Inc. (“**ABI**”) has been formed by The Atlanta Development Authority to perform certain of The Atlanta Development Authority d/b/a Invest Atlanta (“**IA**”) 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; and

**WHEREAS**, in performing its redevelopment responsibilities, **ABI** has identified the need to engage a construction firm to perform construction services and improvements along Ponce de Leon Avenue in Atlanta, Georgia (the “**Project**”); and

**WHEREAS**, **ABI** desires to engage the Contractor to perform the scope of construction services and improvements required for the “Ponce de Leon Avenue LCI Streetscape” as described in the Scope of Services attached hereto as Exhibit “**A**” and incorporated herein by reference. Said services are also referred to herein as “**Work**”; and

**WHEREAS**, Contractor agrees to provide certain construction services and improvements related thereto as described in the Scope of Services; and

**WHEREAS**, **ABI** and Contractor desire to execute and enter into this Agreement for the purpose of setting forth their agreement regarding the foregoing.

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

**Article 1.     Services to Be Provided**

- (a) **ABI** hereby engages Contractor to perform, and Contractor agrees to perform for **ABI**, all **Work** required by the Construction Documents relative to the Project. The Contractor shall fully execute the **Work** described in the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

- 1) Contractor shall provide the services described as “The Base Scope of Services” on Exhibit A attached hereto and incorporated herein (collectively, the “Work”) in accordance with the terms and conditions of this Agreement.
- 2) Contractor shall be responsible for managing all matters pertaining to the construction of the Project and performance of the Work, including, without limitation; the quality, integrity and freedom from defects of the workmanship and materials incorporated into any work according to the standards of professional care normally used by professional licensed contractors in this area.
- 3) During construction of the Project, Contractor shall manage and perform the construction services comprising the Work, and in connection therewith shall, without limiting the generality of the foregoing, perform all of the following duties:
  - i. Contractor, at its sole cost, expense, and risk, shall furnish on the job site all labor, materials, tools, equipment, vehicles, appliances, power, fuel, supplies, and all other things necessary for or required by Contractor’s performance of the Work and the construction covered hereby.
  - ii. Contractor shall provide all manpower, equipment, materials consumable supplies, taxes and other things, items, or services required in order to fully and timely perform the Work as defined in Exhibit A in a good and workmanlike manner, so as to avoid the risk of bodily injury or loss or damage to property, by taking reasonable steps to observe conditions of the work place and the equipment to protect: (1) the public from the Contractor’s work; (2) Contractor’s employees and other persons at the jobsite; (3) materials and equipment stored at the jobsite or at off-site locations; and (4) all property and structures located at the jobsite, whether or not involved in the Work.
  - iii. Contractor shall be aware of and comply fully with all laws, orders, citations, rules, regulations, administrative rulings, standards and statutes with respect to occupational safety and health, accident prevention, safety equipment and practices. Contractor shall conduct inspections to determine the safety of working conditions and equipment and accept sole responsibility for providing a safe place to work for its employees.
  - iv. Contractor shall continuously and diligently inspect all stages in the Work to discover any conditions which might result in the work not meeting the specifications, drawings and/or Project plans, or pose a safety risk, involve such risks and shall be solely responsible for discovery and correction of any such conditions.

- v. Contractor shall, at all times during the progress of the Work, except as authorized by ABI, designate who shall receive and execute on the part of Contractor such notices, directions, and instructions as ABI may give. Contractor shall notify ABI of such foreman's or representative's identity in writing prior to the commencement of the Work. Said representative shall not be changed without the consent of ABI, but said representative shall immediately be changed upon direction of ABI with any related costs being to Contractor's account;
- vi. Contractor shall appoint management and support staff and provide personnel to inspect the manner and progress of the construction, all of which personnel shall be subject to the reasonable approval of ABI;
- vii. Contractor shall notify ABI of any defects or deficiencies in the work or departure from the applicable drawings, specifications and plans, and then correct any and all defects in the Project at its own costs;
- viii. Contractor shall cause the Project to be constructed in accordance with the specifications, drawings and plans for the Project and cause all Work contemplated by this Agreement, including grading and all other on and off-site improvements, to be made and completed with materials meeting or exceeding project specifications and in a good, substantial and workmanlike manner, and to continually prosecute the construction of the Project;
- ix. Contractor shall obtain and deliver to ABI executed lien waivers, in form and substance sufficient as a matter of law to waive all liens or claims of lien from all work performed by Contractor and by all architects, engineers, contractors, subcontractors and other parties providing services pertaining to the Project and performance of the Work;
- x. Contractor shall prepare and submit applications for, and obtain, all certificates, permits and licenses from Governmental Authorities (as defined herein) including without limitation the City of Atlanta, required in connection with performance of the Work, and then promptly deliver copies of such certificates, permits and licenses to ABI once they are obtained, except that approval and issuance of the Land Disturbance Permit (LDP) shall be the responsibility of ABI, with Contractor bearing the responsibility for retrieving the LDP and the erosion control bond;
- xi. Contractor shall perform such other additional construction and/or management functions to accomplish the orderly and proper construction of the Project in accordance with the Project Plans and performance of the Work;

- xii. Contractor shall coordinate safety, security and traffic issues in and around the Property. ABI shall have the final approval on all security and traffic related recommendations and procedures;
  - xiii. Contractor shall at its sole expense, maintain the project site in a clean, orderly and safe condition;
  - xiv. Contractor shall adhere to all applicable labor and employment laws, hazardous materials regulations, safety standards and regulations pertaining to employees in a public facility;
  - xv. Contractor shall work with ABI's community engagement staff as required by ABI to ensure that the surrounding neighbors are provided advance notice of the commencement of construction and are adequately kept abreast of the progress of the Work;
  - xvi. Contractor shall perform all work relating to the Project and the performance of the Work that requires Contractor or its agents to enter upon privately owned property in accordance with the terms and conditions of the Easements granted by the property owner(s) to ABI and/or the City; and
  - xvii. Contractor shall advise ABI immediately and in writing if Contractor receives any written notice from any contractor, laborer, subcontractor or materialman to the effect that said contractor, laborer, subcontractor or materialman has not been paid when due or has not been paid the proper amount for any work performed or labor or materials furnished in connection with the construction of the Project or otherwise in connection with the performance of the Work.
  - xviii. Contractor shall, during the term of this agreement be solvent and fully able to meet its obligations hereunder described herein when they become due.
- 4) Should the proper and accurate performance of Contractor's Work depend upon work being performed by ABI (or ABI's other Contractors) not included in this Agreement, Contractor shall use all necessary means to discover any defects in such other work in advance of performing its work and shall as soon as possible notify ABI as required herein. If Contractor fails to provide notice to ABI of defects in the Work of other Contractors in advance of performing its Work, Contractor thereby waives any and all claims for extra compensation or additional time for performing remediation and/or the Work, and assumes all risks in connection with any such defect or deficiency.
- 5) Contractor shall perform all Work at its risk and if the Work or any portion thereof shall be damaged in any way before the final completion and acceptance of the Work, Contractor shall promptly repair or replace such damage without expense to the City or ABI, as the owner. Contractor shall be

responsible for any loss or damage to equipment or other articles used or held for use in connection with the Work and shall maintain insurance to cover said liability. Contractor may perform the Work in sections, as directed by ABI through the issuance of Work Orders, and request that ABI review and accept the Work.

## **Article 2. Timeframe For Project Completion**

- (a) Contractor acknowledges that time is of the essence in the performance of this Project. In addition, Contractor understands that due to the sequential nature of the Work, time is also of the essence as to each intermediate milestone set forth in the schedule for the Work (“Contractor Schedule”). Contractor agrees to prepare a critical path schedule to establish controlling times of the Work and to monitor the progress of the Work for approval by ABI. Contractor agrees to perform the Work in a timely manner in order to accomplish timely completion, with all costs related to same being to Contractor’s account.
- (1) Contractor shall complete the work described in the Scope of Services as set forth in Exhibit A, in phases and pursuant to the schedule determined by ABI through the issuance of Work Orders, which shall describe the specific work to be completed, and shall be in writing.
  - (2) Individual Notices to Proceed shall be issued by the ABI project manager and/or program manager in accordance with ABI budgetary requirements. Contractor shall be responsible for completing the work described in each Notice to Proceed issued by ABI for the duration of the term of this Agreement, and in accordance with the schedule established by ABI.
  - (3) In case of any conflict between the Scope of Services and any Notice to Proceed issued by ABI, the Notice to Proceed shall govern.
- (b) Contractor shall commence actual Work on the job site within ten (10) calendar days after receiving notice from ABI to commence the work or at such time as ABI may include in any notice to proceed. Contractor shall perform the Work or at such time as ABI may indicate in any notice to proceed. Contractor shall perform the Work described in the Base Scope of Services and complete the Project no later than 540 days from the date that the initial Notice to Proceed is issued. For purposes hereof “Complete” means that all elements of the Project have been completed and installed in accordance with the plans and specifications approved by ABI and all Governmental Requirements of all Governmental Authorities having jurisdiction with respect thereto. For the purposes of this Agreement, “Governmental Authority” means the United States, the State of Georgia, and any county, city or political subdivision thereof, and any board, bureau, council, commission, department, agency, court, legislative body or other instrumentality of the United States or the State of Georgia, or any county,



city or political subdivision thereof ; and “Governmental Requirement” means any constitution, law, statute, code, ordinance, resolution, rule, regulation, requirement, directive, judgment, writ, injunction, order, decree or demand of any Governmental Authority.

- (c) ABI reserves the right to issue Directives as to the time when the Work of Contractor shall begin and the manner in which it shall be progressed and completed in order to coordinate the Contractor’s work with other work deemed by ABI to be necessary or appropriate, which Directives shall be complied with fully and promptly at Contractor’s cost. Such overall supervision and control shall not in any way limit the obligations of Contractor to directly supervise and control the Work and retain liability for all aspects of the same.
- (d) After the Work is so commenced, Contractor shall prosecute the Work diligently and without unnecessary delay or interruption to completion; provided that, in so doing, Contractor shall stage and schedule its performance hereunder so as to fit in with the Work and construction activities of ABI and of other Contractors. Contractor recognizes that the Work to be performed on this project shall be performed in a sequential nature and that there may be times at which it has to reorder the time of its performance, but that all costs associated therewith are included in the Contract Price and shall not entitle Contractor to any additional compensation.
- (e) If at any time, ABI determines that Contractor is not performing the Work in a timely enough fashion so as to meet the project schedule and the completion deadline, Contractor shall take such efforts as are necessary to recover the lost schedule time and complete the project by the time frame provided herein. All such recovery efforts shall be to Contractor’s account, unless and except to the extent that a change order is issued pursuant to the terms of this Agreement in advance of these recovery activities.
- (f) Contractor recognizes that timely completion of the Work can be best assured through orderly and planned performance as required by the contract with ABI and Contractor’s Schedule. Compliance with each of the detailed Work segment milestones, personnel and resource allocations and other aspects of the Work plans and schedules is of the essence of this Agreement. ABI shall have the right to rely on Contractor providing such orderly performance and compliance. Contractor recognizes and acknowledges that ABI shall be secure in such expectation and reliance and that such security shall not be impaired by Contractor’s failure to perform as required by this Agreement. If reasonable grounds for insecurity do arise with respect to the performance of Contractor, ABI may, in writing, demand adequate assurance of due performance.
  - i. The type of assurance required may be specified by ABI and may include Contractor’s written commitment, to take steps which are reasonable under the circumstances, including, but not limited to, posting of bonds or security, acceleration, increase in work force or hours, and replacement and/or supplement of personnel, supervision or equipment, all of which shall be at Contractor’s cost. The adequacy of Contractor’s assurance shall be determined solely by ABI.

- ii. If Contractor fails to provide adequate assurance of due performance within the time period specified by ABI, or as is adequate under the circumstances of the particular case, such failure shall constitute a repudiation of this Agreement whereupon ABI may terminate the Agreement without further liability to Contractor and without prejudice to any other rights of ABI, and such termination shall not affect the covenants of the parties set forth herein with respect to services which have been performed prior to the effective date of termination.

**Article 3. Warranties.**

- (a) Contractor warrants title to all goods and materials (including in particular any specially fabricated goods) to be furnished and/or installed in the project by, through or under Contractor. Title to the same shall be immediately vested in ABI upon the earlier of Contractor's placement of the order therefor or their segregation or identification as materials specifically designated to be used on the Project, whichever occurs first, free and clear of all liens, claims, security interests and encumbrances in favor of any third party; provided, however, that Contractor shall continue to bear the risk of loss or damage to all such goods, the responsibility for their care and protection, and the restoration of any damaged Work, until ABI's final written acceptance of the entire completed Project following the delivery and installation thereof. Nothing herein shall be construed to alter or accelerate the timing by which Contractor may receive payment for the materials. Once delivered, material, equipment, and items shall not be removed from the project or place of storage without the ABI's written consent, except for use on the project.
- (b) Contractor shall make available to ABI all guarantees of manufacturers and suppliers, which shall be cumulative of, and not in lieu of, the Contractor's warranty obligations hereunder.
- (c) Contractor warrants that the completed Work and all portions thereof shall operate and perform satisfactorily as specified in this Agreement and shall remain free of any weakness, deficiency, defect, failure, break down, or deterioration during testing, startup, and commissioning and during the warranty period.
- (d) The warranties provided herein shall be in addition to and not in limitation of any other warranty or remedy provided or required by law or by the Agreement Documents. Neither the ABI's nor any third party's inspection or failure to inspect shall relieve the Contractor of any obligation hereunder. No acceptance or payment by the ABI for the Work shall constitute a waiver of ABI's right to insist upon strict compliance with the Agreement requirements, and nothing herein shall exclude or limit any warranties implied by law.
- (e) Contractor further agrees to execute written certificates to evidence any special guaranties or warranties as are required by the terms of the Agreement Documents prior to final payment.

- (f) The warranty contained in this Article 3 is intended to cover only the construction work performed by Contractor. Nothing herein shall be construed as providing a warranty for items of routine maintenance, ordinary wear and tear, damage caused by others, or other matters over which Contractor has no control.

**Article 4. Limitation on Expenditures**

Except for expenditures approved in advance in writing by ABI, Contractor shall not have the power or authority to make any expenditure or incur any expense or obligation on behalf of ABI in connection with the Project. Contractor shall bear all costs in connection with the performance of the Work.

**Article 5. Agreement Documents**

The Agreement Documents consist of this Agreement, the Invitation to Bid (ITB) package, Conditions of the Contract (General, Supplementary, Special, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement; these form the Contract, and are incorporated herein by reference as a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 7.

**Article 6. Liquidated Damages**

GDOT section 108.08 applies.

**Article 7. Contract Documents**

The Contract Documents relative to this Agreement consist of:

- The ABI-Contractor Agreement;
- General Conditions
- Special Conditions;
- The Performance Bond;
- Payment Bond;
- Bid Guarantee;
- Statement of Bidder's Qualifications and associated forms;
- Affidavits;
- Subcontractor Utilization and associated forms;
- Bid Form and any Bid Schedule or Bid Data;
- Technical Specifications;
- Exhibits;
- Contractor's Georgia Utility License Certificate, if required; and
- Any Addenda.

- Required subcontract certifications – EEO and Drug Free Workplace
- Certification of Subcontractor Residency
- GDOT Specification 109.H – no retainage
- FHWA-1273, Required Contract Provisions Federal-Aid Construction Contracts, Revised May 1, 2012
- Special Provision, Required Contract Provisions, Federal-Aid Highway Program, Cargo Preference Act Requirements, Effective 2-15-2016
- Special Provision, Required Contract Provisions Federal-Aid Construction Contracts, First Use October 18, 2013
- Appendix A, Notice to Contractors, Compliance with Title VI of the Civil Rights Act of 1964 for Federal-Aid Contracts 12-15-2008
- Standard Federal Equal Employment Opportunity Construction Contract Specifications October 3, 1980 43 FR 14895
- Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity October 3, 1980 43 FR 14895
- GDOT Disadvantaged Business Enterprise Program, Criteria for Acceptability, Revised July 09, 2018
- Special Provision, Prompt Payment, Updated July 01, 2018
- Required Contract Provisions, Buy America, First Use November 1, 2013, and Convict Produced Materials, First Use November 1, 2013
- Georgia Security and Immigration Compliance Act Affidavit, Revised 11/01/2015
- Applicable Davis Bacon wage rate determination

These collectively form the Agreement, and are to be physically attached to the Agreement.

**Article 8. Contract Sum**

**8.01** For services rendered in connection with the completion of the Project Improvements and performance of the Work pursuant to this Agreement, Contractor shall be paid the Contract Sum in an amount not to exceed \_\_\_\_\_ and Dollars (\$XXXX). Payment for the work is to be made based on in-place quantities as provided for in GDOT Section 109 Measurement and Payment. Before issuance of the Certificate of Payment, if the Contractor shall not have submitted evidence satisfactory to ABI that all payrolls, materials bills, and other indebtedness connected with the Work have been paid, ABI may withhold such amount or amounts as may be necessary to pay just claims for labor and services rendered and materials in and about the work, and such amount or amounts withheld or retained may be applied by ABI to the payment of such just claims. The Contract Sum is Contractor's full and complete compensation for the performance of duties, services, efforts or activities in connection with the development of the Project Improvements and performance of the Work whether or not enumerated in this Agreement. Contractor shall not be entitled to payment for or reimbursement of any costs or expense incurred in the performance of the services under this Agreement or otherwise in connection with the completion of the Project, except as expressly herein provided.

**8.02** Contractor acknowledges that the Bid submitted in response to the Invitation to Bid (ITB) for this Project Bid is included as part of the Scope of Services attached hereto as Exhibit A. Contractor further acknowledges and agrees that strict adherence to the Bid Documents submitted in response to this Invitation to Bid is a condition precedent to entering into this contract. Any increase in price or schedule extension must be pursuant to the contract terms and conditions contained herein.

**8.03** In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta BeltLine Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI at a minimum level of five percent (5%) of the contract sum. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or consultant for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.

**8.04** Additional Documentation Required for Payment. In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to ABI : (i) A statement from the Contractor setting forth the list of all subconsultants/subcontractors with whom the Contractor has subcontracted; the amount of each such subcontract, the DBE status and anticipated participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Form submitted at the time of the bid response which is incorporated herein by reference and attached hereto as Exhibit “B”; the amount requested for any subconsultant/subcontractor in the invoice, and the amount to be paid to the subconsultant/subcontractor from such invoice; (ii) A DBE Invoice Summary to accompany each invoice which provides the actual DBE participation (incorporated herein by reference and attached hereto as Exhibit “C”); (iii) Documentation required by the First Source Jobs Policy Agreement (Appendix “A”); (iv) Such other information, documentation, certificates and materials as ABI may reasonably require.

## **8.1 Progress Payments**

**8.1.1** Based upon Applications for Payment, including all supporting documentation, submitted to ABI by the Contractor and Certificates for Payment issued by ABI, ABI will make progress payments on the Contract Sum to the Contractor as provided herein.

**8.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

**8.1.3** Provided that an Application for Payment is received by ABI no later than the 10<sup>th</sup> day of a month, ABI shall make payment to the Contractor not later than the 30<sup>th</sup> day following approval of the Application for Payment and all related support documentation. If an Application for Payment is received by ABI after the date fixed above, payment shall be made by ABI no later than **forty-five (45)** days after ABI approves a completed Application for Payment and all related support documentation.

**8.1.4** Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as ABI may require. This schedule, unless objected to by ABI, shall be used as a basis for reviewing the Contractor's Applications for Payment.

**8.1.5** Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

**8.1.6** In addition to other required items, each Application for Payment shall be accompanied by the following, all in form and substance satisfactory to ABI:

1. A current sworn statement from the Contractor setting forth the list of all subcontractors and any material suppliers with whom the Contractor has subcontracted, the amount of each such subcontract, the DBE status, if any, and participation percentage, the amount requested for any subcontractor or material supplier in the Application for Payment, and the amount to be paid to the Contractor from such progress payment, together with a current, duly executed waiver of mechanics' and material suppliers' liens from the Contractor establishing receipt of payment or satisfaction of the payment requested by the Contractor in the current Application for Payment. Invoices for payment must be accompanied with a completed DBE Invoice Summary.
2. Commencing with the fourth (4<sup>th</sup>) Application for Payment submitted by the Contractor, duly executed so-called "after-the-fact" waivers of mechanics' and material suppliers liens from all subcontractors, material suppliers, and, where appropriate, lower tier subcontractors, establishing receipt of payment or satisfaction of payment of all amounts requested on behalf of such entities and disbursed prior to submittal by the Contractor of the current Application for Payment, plus sworn statements from all subcontractors, material suppliers and, where appropriate, lower tier subcontractors, covering all amounts described in this clause (ii) of Subparagraph 8.1.5.
3. Such other information, documentation, certificates and materials as ABI may require.

**8.1.7** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

1. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values. Pending final determination of cost to ABI of changes in the Work, amounts not in dispute shall be included as provided in the General Conditions;

2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by ABI, suitably stored off the site at a location agreed upon in writing),
3. Subtract the aggregate of previous payments made by ABI; and
4. Subtract amounts, if any, for which ABI has withheld or nullified a Certificate for Payment as provided in the General Conditions.

**8.1.8** The progress payment amount determined in accordance with Section 8.1.6 shall be further modified under the following circumstances:

1. Add, upon Final Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the ABI shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
2. Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with the General Conditions.

**8.1.9** Intentionally left blank.

**8.1.10** Except with ABI's prior written approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## **8.2 Final Payment**

**8.2.1 "Final Completion"** of the Work shall be achieved when ABI or its Authorized Representative notifies Contractor in writing that all items required for the Work have been fully completed and corrected to ABI's satisfaction and the Work has been fully performed in accordance with the Contract Documents. Upon ABI's determination, in writing, of Final Completion of the Work, a final payment consisting of all amounts due and unpaid to Contractor under this Agreement less any withholdings, offsets or deductions from such amounts, as permitted by this Agreement (the "**Final Payment**") shall be made only after Contractor has submitted to ABI a final Application for Payment, substantiated in accordance with the requirements of this Agreement, along with the following:

- (a) Final certificates and all other required approvals from all authorities having jurisdiction, certifying to the proper removal and disposal of all waste materials and substances in accordance with all applicable laws, statutes, orders, rules, regulations, and ordinances;

- (b) Certificates of Completion and any other certificates, permits, or other documents necessary or required for permanent occupancy and full use of the Project;
- (c) Final releases of liens and affidavits from all subcontractors in forms reasonably satisfactory to ABI;
- (d) Final releases of liens and a final affidavit from Contractor in forms reasonably satisfactory to ABI;
- (e) Any written certifications required from Contractor and subcontractors with respect to Hazardous Substances, reasonably satisfactory to ABI;
- (f) Consent of Surety(ies) to final payment;
- (g) As-completed drawings and surveys of record, provided on the latest version of AutoCAD and in PDF, and all Work Product relating to the Project<sup>1</sup>;
- (h) A complete listing of all subcontractors and vendors, with business address (telephone, facsimile and contact information also included), and items supplied, or Work performed, by such subcontractors and vendors and the dollar amount due to and paid to each such subcontractor;
- (i) Copies of all test data taken;
- (j) All other submissions, certifications, information, materials, or documents required by the Contract Documents including, but not limited to those required pursuant to First Source Jobs Policy;
- (k) All maintenance and operating manuals, parts lists, guarantees, warranties (including, but not limited to, manufacturer's warranties), copies of service agreements, and all other written material necessary or desirable to operate and maintain the Project, all of which shall be bound in a volume format acceptable to ABI; and
- (l) If required by ABI, any other data establishing payment or satisfaction of all claims or obligations, including, without limitation, receipts and additional releases, to the extent and in such form as may be designated by ABI.

**8.2.1.1** At the completion of the Work and prior to release of Final Payment, ABI shall have the right to review the accounting records of Contractor to insure that accounts

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<sup>1</sup> See General Conditions, Section 7.2(l).



payable are current and to confirm that there are no financial liabilities related to the Project except those due in connection with Final Payment.

**8.2.1.2** Upon receipt of all documents, materials and other data required under this Agreement above and upon confirmation of the financial status of the Project as set forth above, ABI shall make final payment to Contractor within thirty (30) days of ABI's receipt from Contractor of all of the documents, materials, and other data required under this Agreement. In the event that all of the documents, materials, and other data are not submitted by Contractor on the same date, said thirty (30) day period shall not begin to run until the last date that any such documents, materials, or data are received by ABI.

**8.2.1.3** The acceptance of Final Payment by Contractor shall constitute a satisfaction and waiver of all claims of Contractor against ABI and any other indemnified parties.

**Article 9. Representations by Contractor**

Contractor represents that it has, or will secure at its own expense, all personnel required to perform all Work to be completed under this Agreement;

All the Work required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Work by Contractor shall be fully licensed and qualified and shall be authorized or permitted under applicable State and local law to perform such Work; and

None of the Work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of ABI.

**Article 10. Confidentiality and Media**

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

**Article 11. Changes in Scope of Services**

ABI may, from time to time, request changes in the Scope of Services to be performed by Contractor hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between ABI and the Contractor, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto. A written amendment or change order shall be required for any increase or decrease in the amount of compensation or in the Scope of Services described in Exhibit A in any amount that exceeds Contractor's Bid. Contractor shall be required to seek ABI's written authorization for any amounts described as "General Allowance" in the Scope of Services. Such authorization, if granted, shall be contained in a Notice to Proceed.

**Article 12. Insurance and Payment/Performance Bonds**

Contractor shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "**Insurance Requirements**").

**12.01 Insurance:**

- (a) Throughout the term of this Agreement, Contractor shall carry and maintain in force, or cause to be carried and maintained in force, the insurance described in this Article.
- (b) Contractor shall, upon ABI's request, furnish ABI with appropriate certificates evidencing the insurance required to be maintained by Contractor hereunder. If Contractor for any reason fails to obtain and/or maintain in force any of the insurance required hereunder, then Contractor shall, and Contractor does hereby agree to, indemnify ABI, IA, and the City against, and hold, save, and defend each of ABI, IA and the City harmless from, any claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA or the City may suffer or incur, or which may be asserted against ABI, IA or the City, whether meritorious or not, against which ABI, IA and the City would or should have been insured under any required insurance which Contractor does not for any reason obtain or maintain in force.
- (c) Each insurance policy maintained by Contractor pursuant to this Agreement shall contain a waiver of subrogation clause so that no insurer shall have any claim over or against ABI, IA or the City, as the case may be, by way of subrogation or otherwise, with respect to any claims which are insured under any such policy.
- (d) Contractor shall incorporate a copy of the insurance requirements under this Agreement into each and every subcontract with each and every subcontractor performing services in connection with the Work, and shall require each and every

subcontractor of any tier to comply with all such requirements. Contractor agrees that if for any reason any subcontractor performing services in connection with the Work fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense.

- (e) Neither the Contractor, nor any subcontractor performing services in connection with the Work, shall commence any work of any kind under this Agreement until all insurance requirements hereunder have been complied with and until evidence of such compliance satisfactory to ABI as to form and content has been provided to ABI.
- (f) Within five (5) business days after written request by ABI, Contractor shall make available, through its records or the records of its insurance carrier, all requested information regarding a specific insurance claim.
- (g) Contractor shall cooperate with ABI in obtaining the benefits of any insurance or other proceeds lawfully or equitably payable to ABI in connection with the transactions contemplated hereby.

#### **12.02 Payment and Performance Bonds:**

- (a) Within fourteen (14) days of contract award, and in all cases prior to mobilizing and commencing work, the Contractor shall provide signed, valid, and enforceable Performance and Payment Bonds in a form agreeable to ABI. If Contractor fails to provide the Payment and/or the Performance Bonds in compliance with the terms hereunder, it shall constitute a material default of this Agreement and entitle ABI to revoke the contract award and hold Contractor liable for all resulting delays and re-procurement costs.
- (b) The Performance and Payment Bonds shall be issued by a company organized and operating in the United States, licensed or approved to do business the State of Georgia, and shall be listed on the latest Federal Department of the Treasury listing for "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies." The surety must be acceptable to ABI, and Contractor shall obtain ABI's approval of the issuing surety in writing in advance.
- (c) The bonds shall each be in the full Contract Price, payable to ABI and on forms acceptable to ABI in ABI's sole discretion. By issuing a bond, the Surety agrees to be bound by all terms of the Agreement, including those related to payment, time of performance, quality, warranties, and ABI's self-help remedies and default provisions, to the same extent as if all terms of the Agreement are contained in the bond(s).
- (d) In the event a claim is made on either the Payment and/or Performance Bond(s), the Surety shall, no later than sixty (60) days after receiving written notice of such claim, pay such claim in full, provide a written notice with a full detailed explanation of all basis upon which it is denying or contesting payment. Failure of the Surety to provide such notice within the sixty (60) day period shall constitute Surety's

waiver of any right to deny or contest payment of such claim and the Surety's acknowledgment that the claim is valid and undisputed.

- (e) If at any time the Surety becomes financially insolvent or stops operating in the United States, The Contractor shall file new bonds complying with this Section within ten (10) days, and the failure to do so shall constitute a material default under this Agreement.

## **12.1 Insurance Requirements:**

1. **Statutory Worker's Compensation Insurance** – Worker's Compensation insurance covering all employees of Contractor employed in connection with the work described in the Scope of Services in order to provide statutory benefits as required by the laws of the State of Georgia, including a waiver of subrogation in favor of Atlanta BeltLine, Inc.

### **2. Commercial General Liability Insurance**

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage and \$2,000,000 in the aggregate
- (b) The following additional coverage must apply:
  - (i) 2013 (or later) ISO Commercial General Liability Form
  - (ii) Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
  - (iii) Additional Insured Endorsement (Form CG2010 04 14 and CG 2037 04 13)
  - (iv) Blanket Contractual Liability (included in 1986 or later forms)
  - (v) Broad Form Property Damage (included in 1986 or later forms)
  - (vi) Severability of Interest (included in 1986 or later forms)
  - (vii) Underground, explosion, and collapse coverage (included in 1986 or later form)
  - (viii) Personal Injury (deleting both contractual and employee exclusions)
  - (ix) Incidental Medical Malpractice
  - (x) Sudden and Accidental Pollution Coverage
  - (xi) Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
  - (xii) Primary and Non-Contributory wording

### **3. Auto Liability Insurance**

- (a) \$1,000,000 combined single limit of liability per accident for bodily injury and property damage
- (b) Commercial form covering owned, non-owned, leased, hired and borrowed vehicles
- (c) Additional Insured Endorsement
- (d) Waiver of Subrogation Endorsement

4. Environmental Liability with limits of \$1,000,000.00 per claim.
5. Contractual Liability, Subject to Policy Term, Conditions and Exclusions.
6. Insurance company must be authorized to do business in the State of Georgia.
7. Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc. and The Atlanta Development Authority d/b/a Invest Atlanta.
8. The cancellation provision should provide 30 days notice of cancellation (10 days' notice for cancellation due to non-payment of premium).
9. Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A-VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
10. Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
11. The Contractor shall agree to provide complete certified copies of current insurance policy(ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by the Contractor will be primary over any insurance program carried by ABI, or IA or the City of Atlanta.
12. Contractor shall require all policies of insurance that are in any way related to the Work and that are secured and maintained by Contractor and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI and IA, their respective officers, officials, employees, Contractors, separate Contractors, and subcontractors.
13. Contractor waives all rights of recovery against ABI, and IA, and their respective officers, officials, employees, separate Contractors, and all subcontractors which Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the Work and that are secured and maintained by Contractor.

14. Contractor shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against ABI, and IA, and their respective officers, officials, employee and volunteers, Contractor, separate contractors, and other subcontractors (including subcontractors of separate contractors).

**Article 13. Indemnification**

Contractor shall, and Contractor does hereby agree to, indemnify ABI, IA, and the City against, and hold, save and defend ABI, IA, and the City harmless from, all claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA, or the City may suffer or incur, or which may be asserted against ABI, IA, and the City whether meritorious or not, and which arise from Contractor's negligent performance or willful misconduct in the performance of the Work, or any of them, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination. Provided, however, that in no event shall the indemnity provided under this Section extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by any default, negligence or willful misconduct of ABI, IA or the City. In no event shall the indemnification in this section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any party may be entitled under any insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

In any and all claims against ABI, IA, or the City, or any of their agents or employees or by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in the Insurance and Bonding Requirements shall not be limited in any way, including, but not limited by, the limits of the liability insurance required under this Agreement and the Agreement documents, and not limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workers' or workmen's' compensations acts, disability benefit acts or other employee benefit acts.

**Article 14. Default by Contractor, Remedies and Termination**

- (a) Contractor shall be in default of this Agreement for failure to comply with any provision of this Agreement. By way of example and not limitation, the following shall each constitute a material breach of this Agreement if Contractor fails to commence to cure the same within forty-eight (48) hours after receiving notice thereof:
  - 1) failure to supply sufficient and properly skilled personnel;
  - 2) failure to provide sufficient materials necessary for carrying on the Work;
  - 3) failure to repair or replace defective Work;

- 4) failure to maintain the Agreement Schedule;
  - 5) failure to maintain the insurance required by this Agreement;
  - 6) failure to promptly pay laborers, Contractors, or suppliers;
  - 7) failure to stay within the limits of construction depicted on the Construction Drawings.
  - 8) failure to comply with any laws, ordinances, rules, regulations or orders or administrative rulings of any public authority pertaining to the Work;
  - 9) breach of any provision of this Agreement or failure to comply with any of the Agreement Documents; or
  - 10) bankruptcy or insolvency of Contractor (or any entity or entities that own a controlling interest in the Contractor) or the occurrence of other reasonable grounds for insecurity with respect to Contractor's ability to perform the Work; or
  - 11) failure to provide adequate assurance satisfactory to ABI of Contractor's present and future ability to perform its obligations under this Agreement and the Project documents within five (5) business days after ABI's written request therefor (whereupon no further notice shall be required and Contractor shall be deemed to be in material breach of this Agreement). Contractor agrees that ABI's determination that Contractor has failed to provide adequate assurance shall not be subject to the dispute resolution procedures of this Agreement and be final and conclusively binding.
- (b) Notwithstanding any provision to the contrary, if Contractor has been given written notice that it is in material breach of this Agreement, ABI may withhold payments to Contractor until Contractor cures such default or deficiency or may apply such withheld payment to the satisfaction of Contractor's obligations hereunder.
- (c) If Contractor, upon receiving such written notice, fails to promptly commence to cure such default within the applicable cure period, or if Contractor fails to timely provide adequate assurance of its ability to perform within the five (5) days required hereunder, ABI shall have the right, but not the obligation, to exercise any one or more the following remedies:
- 1) supply such number of workers and quantity of materials, equipment and other facilities as ABI deems necessary for the satisfactory correction of such default or to continue the progress of the Work, which the Contractor has failed to complete or perform after the aforesaid notice, and charge the costs thereof to the Contractor, who shall be liable for the payment of same, including reasonable overhead, profit, and attorneys' fees;

- 2) contract with one or more additional subconsultants to perform such part of the Work as ABI shall determine will provide the most expeditious correction of the default and charge the cost thereof to the Contractor;
  - 3) without further notice take exclusive possession, control, and use of all of Contractor's equipment, tools, computers, appliances, materials, supplies, files and documents, or other things Contractor may have used or stored on the job site, as necessary, to complete the performance of Contractor's Work hereunder;
  - 4) withhold payment of any monies due the Contractor hereunder to pay any damages for which Contractor may become liable;
  - 5) terminate this Agreement (in lieu of or in addition to the remedies set forth above); and/or
  - 6) any other remedy available to ABI at law or in equity.
- (d) Contractor agrees that if it should fail, at any time during the performance hereof, to fulfill its warranty obligations hereunder, or should breach this Agreement in whole or in part in any respect, or fail to use due diligence in the performance thereof, or fails to perform this Agreement in the manner herein provided, ABI may at its election, after giving Contractor forty-eight (48) hours written notice of its intention so to do, take over the Work and prosecute same to completion, by contract or otherwise.
- (e) If the unpaid balance of the Contract Price shall exceed the cost and expense to ABI of completing, or causing to be completed, said Work and construction, including the cost of additional managerial, administrative and legal services, such excess shall be paid to Contractor. If the cost and expense to ABI, mentioned in the last preceding sentence hereof, should exceed said unpaid balance of the Contract Price, Contractor shall pay immediately upon demand the difference to ABI.
- (f) ABI shall have the right to terminate this Agreement. In the case of a termination for convenience, Contractor's exclusive and sole remedy shall be for ABI to pay Contractor the reasonable value of the Work completed by Contractor as of the date of the termination plus those additional costs that it necessarily and reasonably incurs in order to effectuate an orderly demobilization and cessation of the Work, to preserve and protect the completed Work, and for any materials stockpiled for the Project. All such costs to be subject to audit and confirmation by ABI. In such case, Contractor shall not be entitled to recover any profit or fee for the Work performed after the termination.
- (g) In the event ABI terminates this Agreement for cause and this termination for cause is determined to be wrongful or unjustified, Contractor agrees that such termination for cause shall be deemed a termination for convenience under this article.



- (h) ABI may, at any time, by written notice to Contractor, suspend all or part of the Work hereunder for up to ninety (90) days. Upon receiving a Stop-Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to avoid incurring any additional costs allocable to such Work. Within ninety (90) days after the effective date of the Stop-Work order, ABI shall (i) cancel the Stop-Work order; (ii) terminate all or a portion of the affected Work, or (iii) continue the Stop-Work order. ABI agrees to make a good faith effort to negotiate an equitable adjustment in the delivery schedule and/or price hereunder if the Stop-Work order results in an increase in time or cost for performance. Contractor must assert a claim for equitable adjustment within fifteen (15) days after the end of the Work stoppage. Contractor's failure to assert a claim within the time period specified shall result in Contractor's waiver of any and all rights to recovery for such equitable adjustment.

**Article 15. Defective Work, Offset and Claims**

- (a) The term "defect" as used in this Agreement shall mean any aspect of the Work that fails in any way to satisfy the Contractor's warranties stated herein because it:
- 1) does not conform to the requirements of this Agreement and/or the Agreement Documents;
  - 2) is inconsistent with applicable industry standards or applicable federal, state, and local laws, regulations, rules, codes, and ordinances, including any legal requirement relating to the environment or the handling of hazardous materials; and/or
  - 3) materially and adversely affects or threatens to affect either (a) the mechanical, electrical or structural integrity of the project or any system therein; or (b) the safe operation of the project or any system therein.
- (b) The Work shall be free from any defects. Contractor shall, at its expense, perform such inspections and tests as ABI may reasonably require to demonstrate the Work is without defects and complies with this Agreement. Specifically, Contractor shall provide and maintain an inspection system covering the Work, including material and services, to be furnished under this Agreement. Records of such system shall be maintained and available to ABI. ABI shall have the right, but not the duty, to inspect any Work furnished by Contractor and may reject and/or require re-performance of any Work not performed in strict accordance with the requirements set forth herein. If any Work or portion thereof is determined to be unsuitable, defective, or in violation of any law, rule or regulation, including any legal requirement relating to the environment or the handling of hazardous materials, Contractor shall bear and pay all expenses incidental to the correction of unsuitability and/or correction of such Work, including without limitation any fines or penalties. While ABI has the right to inspect the Work, any such inspection shall not in any way limit or lower Contractor's sole responsibility to inspect the Work and to perform the Work in strict compliance with the requirements set out in this Agreement.

- (c) Contractor shall, without cost to ABI, and upon receiving notice of a defect, promptly remove, replace, correct and/or repair, at ABI's election, any portion of the Work that ABI determines is defective or is otherwise not in strict compliance with the Agreement Documents. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or other work which may be damaged due to the Contractor's breach hereof or as a result of the replacement or repairs of any defect in the Work. The cost of investigating, gaining access to and uncovering defects are the responsibility of Contractor. Contractor shall bear the expense of making good all other property destroyed or damaged by its defects or its performance of Work. If ABI determines it to be necessary to avoid or minimize any delay in connection with, or impact to the intended operation of, the project, Contractor shall conduct such warranty Work on an overtime schedule basis at its own cost. This obligation to repair and replace any defective Work applies both during performance of the Work and during the warranty period.
- (d) If Contractor fails to replace or correct any defective Work after reasonable notice, but in no event after three days following receipt by Contractor of such notice from ABI, ABI may, at its sole option, cause such Work to be replaced or corrected and all costs and expenses incurred in connection therewith shall be borne by Contractor; provided, however, that if the deficiency in the Work poses an immediate health and safety risk to ABI or others, then Contractor shall have the right to direct re-performance and correction of the substandard Work by the most immediate means available, and reasonable costs thereof shall be borne by Contractor. The failure to correct deficient work as called for herein shall constitute a material breach by Contractor.

## **Article 16. Miscellaneous**

**16.1 Licenses.** Contractor hereby represents that it and its employees, subcontractors, and others providing Work are, to the extent required by law to perform the Work, duly licensed under the laws of the State of Georgia.

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

**16.3 Ownership and Use of Documents.** All Drawings, Specifications, documents, and other tangible things (including but not limited to estimates, schedules, plans, designs, calculations, sketches, models, reports, computer assisted design documents, results of programs, computer discs, diskettes or tapes, charts, photographs, and other data compilations from which information can be obtained or translated), and copies thereof, furnished by or on behalf of ABI, are and shall remain ABI's property. They are to be used by Contractor only with respect to this Project and are not to be used on any other project. With the exception of the signed contract sets, such documents are to be promptly returned or suitably accounted for to ABI on request. Submission or distribution of these documents to

meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of any common law copyright or other reserved rights of ABI.

**16.4 Notices and Written Communications.** All offers, notices, elections and acceptances, required to be made under the Contract Documents shall be in writing signed by an officer of the party making or giving the same or by an agent previously nominated and authorized in writing to act for said party and shall be delivered personally to or sent by a nationally registered overnight delivery service or certified mail, return receipt requested, to the person intended to be notified postpaid to the following addresses:

If to ABI: Atlanta BeltLine, Inc.  
100 Peachtree Street, NW  
Suite 2300  
Atlanta, GA 30303  
Telephone: (404) 477-3653  
Attn: Nancy Newell, Civil Engineer  
Email: [nnewell@atlbeltline.org](mailto:nnewell@atlbeltline.org)

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

If to Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: (XXX) XXX-XXXX  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

**16.5 ABI's Actions.** Notwithstanding any other provision of this Agreement, ABI nor any of its employees, agents or representatives shall assume the responsibilities of Contractor, nor shall Contractor presume that ABI, any of its employees, agents or representatives have any knowledge or expertise in the area of the Work. Neither any action nor inaction by ABI or any of its employees, agents or representatives with respect to the Work or otherwise shall relieve Contractor of its responsibilities under this Agreement.

**16.6 Contractor Under No Restriction.** Contractor represents that it is under no obligation or restriction, nor will it assume any such obligation or restriction, which would in

any way interfere or be inconsistent with, or present a conflict of interest concerning, the Work to be furnished by it under this Agreement.

**16.7 Equal Opportunity.** Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability or age. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability or age. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination.

Contractor and all subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability or age.

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

ABI shall have the right to suspend all or any portion of the Work upon giving the Contractor ten (10) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, the Contractor's sole and exclusive remedy shall be to obtain an extension to the agreed upon time of completion of the Project (or the applicable portions of the Work previously authorized). In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds ninety (90) calendar days, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension. In the event of a suspension that exceeds thirty (30) days, an extension shall be automatic, but shall be confirmed in writing by Contractor within five (5) business days after the thirtieth day of the suspension.

**16.9 Uncontrollable Forces/Acts Of God.** Neither ABI nor the Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under the Agreement and which is beyond the reasonable control of the non-performing party. It includes, but is not limited to fire, earthquakes, epidemics, war, riot, civil disturbance, sabotage, legal challenges and governmental actions. **Uncontrollable forces shall not include weather-related occurrences, which should be factored into the Construction Work Schedule.**

However, neither party shall be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable nor which the non-performing party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The non-performing party shall within a reasonable time of being prevented or delayed from performance by an Uncontrollable Force, give written notice to the other party describing the circumstances and Uncontrollable Forces preventing continued performance of the obligations of this Agreement.

**16.10 Contractor's Personnel.** ABI's selection of the Contractor for the performance of the Work for this Project is based in part upon a careful consideration of the qualifications and experience of Contractor's personnel, including subcontractors, and the Contractor's DBE percentage for those entities who will participate in the Work. The names of these personnel and their areas of participation under this Agreement are set forth in the Contractor's submittal.

The Contractor shall be responsible for the performance of all of the Work and shall utilize the specialized expertise and experience of the personnel listed in the Contractor's submittal based upon the DBE participation which was certified to by the Contractor.

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

The Contractor shall not replace any of the personnel listed in the Contractor's submittal without the prior written approval of ABI. In the event that the Contractor replaces any of the personnel listed in the Contractor's submittal without first obtaining the prior written approval of ABI, ABI shall have the right to renegotiate the terms of this Agreement, or terminate the Agreement as of the date ABI receives notice of Contractor's failure to comply with this provision. In the event this Agreement is terminated in accordance with this Section 16.10, the Contractor's recovery against ABI shall be limited to the amount due as of the date of termination and the Contractor shall not be entitled to any other or further recovery against ABI, including, but not limited to, damages or any anticipated profit on portions of the Work not performed. Due the unique nature of this Project, ABI reserves the right to have the final approval on any subcontractors listed as a part of the original team and any substitute members. Contractor shall not remove or replace any DBE subcontractor member of its team without prior ABI approval.

In the event the Contractor, through circumstances beyond its control, is unable to provide the services of the personnel listed in the Contractor's submittal, the Contractor shall be responsible for providing other personnel for the performance of the particular items of Work involved, whose expertise and experience, in the opinion of ABI are equivalent to that which would have been provided by the originally listed person.

The Contractor shall be responsible for any additional costs caused by the substitution of personnel for those listed in the Contractor's submittal. In no event shall any substitution of personnel result in an increase in compensation to be paid by ABI.

**16.12 Community Engagement.** Contractor hereby acknowledges that a critical portion of the Atlanta BeltLine Project's success lies with its commitment to community engagement. In support of this process, Contractor hereby agrees to the following:

1. Attend an informative meeting with the Community Engagement Officer for ABI prior to any construction efforts or groundbreaking plans.
2. Contractor agrees to work with the Project Manager assigned by ABI to identify and contact via letter the impacted community members adjacent to construction site. Contractor agrees to serve as a point of contact along with the Community Engagement staff assigned by ABI in the letter to impacted community members in order to address any potential concerns from the impacted community members on construction related matters.
3. Contractor agrees to provide the Project Manager assigned by ABI periodic updates on the status of the construction and make a representative available to attend Community Engagement meetings as needed to present information on the status of the construction project.

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

**16.14 Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

**16.15 Assignment.** Contractor may not assign its rights nor delegate its duties hereunder without the prior written consent of ABI.

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

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

**16.18 Entireties, Beneficiaries.** This Agreement represents the entire Agreement between ABI and Contractor with regard to the construction of the Project and performance of the Work and all prior agreements are superseded hereby. This Agreement is for the benefit of ABI, IA, the City, and Contractor, and no other party is benefited hereby. This Agreement creates contractual rights only between ABI and Contractor, and Contractor has no lien rights in or to the Property.

**16.19 Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

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

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

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

**16.23 Time of Essence; Prompt Responses.** Time is of the essence of this Agreement. Anywhere a day certain is stated for payment or for performance of any obligation; the day certain so stated enters into and becomes a part of the consideration for

this Agreement. The parties recognize and agree that the time limits and time periods provided herein are of the essence of this Agreement. The parties mutually agree to exercise their mutual and separate good faith, reasonable efforts to consider and respond promptly and as expeditiously as is reasonably possible notwithstanding any time period provided in this Agreement.

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

**(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES  
CONTAINED ON NEXT PAGE.)**



**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have caused this Agreement to be signed, sealed and delivered as of the Effective Date.

**ATLANTA BELTLINE, INC.**  
A Georgia non-profit corporation

By: \_\_\_\_\_  
Clyde Higgs  
President and CEO

ATTEST:

\_\_\_\_\_  
Aasia Mustakeem, Assistant Secretary

CORPORATE SEAL

Approved as to form:

By: \_\_\_\_\_  
Michelle Thomas  
Assistant General Counsel

Funding Source Code: \_\_\_\_\_

**(SIGNATURES CONTINUE ON THE NEXT PAGE)**

**CONTRACTOR**

By: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**CORPORATE SEAL**

**ATTEST:**

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Typed or Printed)

\_\_\_\_\_  
Title

**EXHIBIT "A"**

**SCOPE OF SERVICES**

**Final Scope will appear here**

**Exhibit "D"**

**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 \_\_\_\_\_, 202\_ 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 \_\_\_\_\_, 202 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
(NOTARY SEAL)

**EXHIBIT "E"**  
**Subcontractor Affidavit under O.C.G.A. § 13-10-91**

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

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 202\_\_ 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 \_\_\_\_\_, 202\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

(NOTARY SEAL)

**EXHIBIT "F"**  
**Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91**

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of Contractor) on behalf of ATLANTA BELTLINE, INC. has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of Subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Sub-subcontractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

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

Executed on \_\_\_\_\_, 202\_ 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 \_\_\_\_\_, 202\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
(NOTARY SEAL)

