



INVITATION TO BID

BIDS DUE:

Wednesday, July 8, 2020 at 1:00pm (EST)

VIRTUAL BID OPENING

Call-in Numbers: 1-719-359-9722 or 1-888-757-2790

Guest Passcode: 826748

Bids must be labeled:

Eastside Trail Capital Improvements Construction

Please click the link below to submit a bid through Vendor Registry:

[View ITB and Submit Bid Here in Vendor Registry](#)

Virtual Pre-Bid, Wednesday, June 17, 2020, 1:00 PM (EST)

Call-in Number: 1-646-558-8656

Meeting ID: 88636608118

Web Meeting Room URL: <https://us02web.zoom.us/j/88636608118>

Refer all questions in writing to:

[View ITB and Submit Questions Here in Vendor Registry](#)

Monday, June 22, 2020, by 3:00 p.m. (EST)

Late bids will not be accepted

Bids are only accepted through Vendor Registry

Date of ITB Release: Thursday, May 28, 2020

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ATLANTA BELTLINE'S VISION OF EQUITY AND INCLUSION

The Atlanta BeltLine's equity and inclusion vision is that: All legacy residents, new residents, and business owners – regardless of age, gender, gender identity or expression, sexual orientation, race and ethnicity, ability, income, or political ideology – benefit and prosper from the economic growth and activity associated with the Atlanta BeltLine.

This vision is consistent with the Atlanta BeltLine's overall vision and is guided by an understanding that inequities undermine the city's collective prosperity and threaten the region's ability to remain globally competitive. We must also acknowledge that everyone is situated differently and the relationship between place and race in Atlanta is glaring. The prosperity of the region and the success of the Atlanta BeltLine depends on every person having a fair chance to fulfill their human potential and thrive.

The Atlanta BeltLine is beginning its journey towards equity and inclusion. Our success depends on creating and preserving affordability; reducing residential, commercial and cultural displacement; reducing racial and economic disparities; promoting transit and connectivity; empowering BeltLine communities for the future; and ultimately improving the overall quality of life for all BeltLine residents.

1. PROJECT DEFINITIONS AND ABBREVIATIONS

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

Atlanta BeltLine, Inc. (ABI). A funding partner for the Project (as defined herein), the agent for the owner of the Atlanta BeltLine corridor property, technical lead for the Project, and the contracting entity. ABI is the Georgia nonprofit corporation created by The Atlanta Development Authority d/b/a Invest Atlanta to coordinate the administrative, development and redevelopment activities of the City of Atlanta's BeltLine Tax Allocation District (TAD) and implement the Atlanta BeltLine program.

Agreement or Contract. The document to be executed between ABI and the Apparent Successful Bidder.

Apparent Successful Bidder. The bidder that submits the bid that ABI, in its sole opinion, considers the low responsive and responsible bid in accordance with the procedures set forth in this procurement.

City of Atlanta (COA). A municipality of the State of Georgia, a major funding partner and the ultimate owner of project assets. The City of Atlanta may also be referenced herein as the "City."

Construction/Bid Documents. The documentation containing the information needed to properly construct the Project. Construction Documents consist of plans, specifications, Contracts and other supporting documentation.

Disadvantaged Business Enterprise (DBE). A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations. For the purposes of this solicitation, a DBE entity shall be certified through one of the programs listed in DBE section of this solicitation.

Design Documents. Designer-produced drawings, specifications, calculations, records, reports or other documents, including shop drawings and special process procedures, which may be used for advancing the design, implementation, testing, and examination of a project.

Evaluation Committee. The group of individuals appointed by ABI to assess the bids submitted in response to this procurement.

General Contractor (GC). A General Contractor, main contractor or prime contractor is responsible for the day-to-day oversight of a construction site, management of vendors and trades, and the communication of information to all involved parties throughout the course of a building project.

Joint Venture (JV). A legal association of two or more firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and who are responsible for a distinct, clearly defined portion of the contract scope of work/services. The parties' share in the capital contribution, control, management, risk, and profits of the joint venture are commensurate with their ownership interest.

Major Participant. Major Participant means:

- A. The designer and any related entities;
- B. A sub-contractor that completes a significant portion of the scope of work/services;
- C. A sub-consultant that completes a significant portion of the scope of work/services;
- D. Any person or entity intended to perform 20% or more of the work of the Contract and the lead designer, regardless of level of participation;
- E. Any person or entity providing more than the percentage specified in the Construction Documents of the value of the work and all related entities.

Notice to Proceed (NTP). “Notice to Proceed” means “Written Notice to Commence Work”.

Owner. The legal or record owner of the premises on which the Project is to be constructed. In this case, Atlanta BeltLine, Inc., the City of Atlanta and The Atlanta Development Authority d/b/a Invest Atlanta may be considered an Owner.

Plans. When the context so indicates, “Plans” mean applicable conceptual, planning, design and construction drawings including plan, profile, typical cross sections, working drawings, standard details, supplemental standard details, and supplemental drawings or exact reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the work.

Project. The project that is named as the purpose of this solicitation.

Project Manager. Unless otherwise stated, “Project Manager” (PM) means the person designated by the prime General Contractor as the Project Manager (or an analogous title) in its bid, or a replacement approved by ABI, who is responsible for the day to day management of the overall Contract effort.

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

- A. Plans
- B. Working drawings
- C. Specifications
- D. Design notes and computations
- E. Manufacturer’s recommendations
- F. Catalog cuts
- G. Schedules and schedule updates or revisions
- H. Quality control plans and related documentation
- I. Traffic control plans and log
- J. Memorandum
- K. Safety program and incident reports
- L. Reports
- M. Equal opportunity and affirmative action records
- N. Any notes pertaining to this project
- O. Construction documents
- P. Progress meeting records
- Q. Partnering records
- R. Correspondence
- S. E-mails
- T. Renderings
- U. Site Images
- V. DBE participation records
- W. Any other documents related to the work

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

Successful Offeror/Respondent/Bidder. A person or entity whose proposal/qualifications/bid is responsive and responsible to all requirements within a solicitation and is determined by the Evaluation Committee as providing a solution in the best interest of ABI.

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

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2. NOTICE OF INVITATION TO BID

Project: Eastside Trail Capital Improvements Construction

Atlanta BeltLine, Inc. (ABI) is soliciting competitive sealed bids from qualified firms to implement the construction of several capital improvements to the existing Eastside Trail running from the intersection of 10th Street and Monroe Drive to the intersection of the trail and Irwin Street, Atlanta.

Electronic Bid Submittal Requirement:

ABI implemented a new electronic solicitation posting and submittal process through Vendor Registry (VR). All bids shall be submitted online via Vendor Registry. In order to submit a bid online, please follow the steps below:

1. One-time, free registration:

IF YOU ARE NOT A REGISTERED VENDOR WITH VENDOR REGISTRY, A FREE, ONE TIME REGISTRATION IS REQUIRED TO SUBMIT A BID. The first step before submitting a bid is to ensure your firm is already registered in the VR database by clicking the link below. If your firm is not registered in the VR database, please register as a vendor by clicking on the link below. It is recommended to register as soon as possible before the bid submittal deadline listed on the first page of this ITB to allow sufficient time to upload the bid submittal.

Vendor Registration link –

<https://vrapp.vendorregistry.com/Vendor/Register/Index/atlanta-beltline-ga-vendor-registration>

2. Submit Bid:

As a registered vendor, please click the link below to submit a bid. All bids shall be completely submitted at the link below. Late bids will not be accepted. It is recommended to start the bid submittal process within a sufficient timeframe before the deadline.

Bid Submittal Link –

<https://vrapp.vendorregistry.com/Bids/View/BidsList?BuyerId=59cc52d9-0aa4-4703-87b8-f98a3a71f368>

If you have any questions or need assistance to register and/or to submit your bid, please do not contact ABI. Please contact the VR Support Team by email at cservice@vendorregistry.com or call toll-free at (844)802-9202.

Virtual Bid Opening:

Bids will be opened and read at 1:00 PM, EST on the same day of deadline submittal, real-time via virtual/conference call only. The bid opening /virtual conference line information is listed below:

Call-in Numbers: 1-719-359-9722 or 1-888-757-2790

Guest Passcode: 826748

All late bids received in VR after 1:00 PM (EST) will not be accepted. Bid submittals must be identified on the cover page with the Project Name, name of bidder, date and time of opening. **The second page of the bid submittal shall include the completed required Bid Form listed herein.**

Virtual Pre-Bid

A **Virtual Pre-Bid** will be held via virtual/conference call at 1:00 PM, (EST) on Wednesday, June 17, 2020 (EST), at <https://us02web.zoom.us/j/88636608118> or Call-in Number 1-646-558-8656, Meeting ID: 88636608118.

The purpose of the mandatory virtual pre-bid will provide bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from ABI to discuss this project. Bidders are required to join in the virtual pre-bid site visit.

Bidders will be allowed to ask questions during the virtual pre-bid. However, please note that oral answers to questions during the virtual pre-bid are not authoritative unless answered by written addenda to the solicitation documents. Submit written questions as instructed within Vendor Registry **no later than 3:00 PM (EST), Monday, June 22, 2020.**

Responses to questions will be provided via addendum within Vendor Registry. ABI reserves the right to issue addenda at any time during the procurement process. Please check the Vendor Registry link on the front page of this ITB regularly for posted addenda and any other information related to the project.

Equal Business Opportunity

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 in the participation of companies engaged in the Atlanta BeltLine program. ABI strongly encourages participation by Female Business Enterprises ("FBE"), Minority Business Enterprises ("MBE"), Small Disadvantaged Businesses ("SDB"), and Small Business Enterprises ("SBE") and Women Business Enterprises (WBE) in all contracts issued by ABI. These enterprises shall be collectively referred to in herein as DBEs. It is anticipated that as a part of a responsive submittal, DBE participation will be included. This Project has a DBE goal, which has been set at 30%. Please see **Exhibit N** for the Disadvantaged Business Enterprise Participation in its entirety.

In accordance with ABI's DBE participation policy, all bidders shall complete and submit the Good Faith Effort Affidavit attached hereto as **Exhibit Q**.

ABI is an Equal Opportunity Employer.

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

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 bid opening.

Bidder agrees to complete the contract awarded within the “allowable calendar days for completion” from the date of the “Notice to Proceed.” Bidder further agrees that the Owner may retain from the monies which may become due in the amount of **\$1,000.00/day** for each and every day that the completion of the work may be delayed.

Bid Bond Requirements

All bidders are required to submit a bid bond or certified check made payable to Atlanta BeltLine, Inc., in the amount of five percent of the total amount bid. The successful bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents.

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

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

ABI reserves the right to cancel any and all solicitations and to accept or reject, in whole or part, any and all bids when it is for good cause and/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.

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3. INSTRUCTIONS TO BIDDERS

Project: **Eastside Trail Capital Improvements Construction**

Bid Due Date: **Wednesday, July 8, 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 and Background
 - iv. Scope of Services
 - v. ABI Terms and Conditions
 - b. Contract Documents which include:
 - i. Sample Agreement
 - ii. Performance Bond
 - iii. Payment Bond
 - iv. Acknowledgement of Contractor – Corporation
 - v. Acknowledgement of Contractor – Partnership
 - vi. Acknowledgement of Contractor – Individual
 - vii. Acknowledgement of Principal – Corporation
 - viii. Acknowledgement of Principal – Partnership
 - ix. Acknowledgement of Principal – Individual
 - x. Acknowledgement of Surety Company
 - c. Appendices which include:
 - i. Scope of Work Supplemental Documents
 - ii. Sample Agreement

4. PROJECT DESCRIPTION AND BACKGROUND

The Eastside Trail opened in 2013 and spans two miles from the intersection of 10th Street and Monroe Drive to Irwin Street. Design and construction of the trail segment was funded by a combination of public and private philanthropic sources. More than two million users per year visit the 14-foot wide multi-use trail, which connects Inman Park, Historic Fourth Ward, and Atlanta's Midtown neighborhoods.

Due to the high volumes of users over the past six years, the trail and its surroundings need improvements to the stormwater conveyance system as well as additions to the hardscape and landscape. A large portion of these improvements will be to the current 2-foot soft shoulder that parallels most of the trail. To provide additional space for users and to help prevent further undermining of the trail surface, Flexi-Pave has been specified for installation along both sides of the trail to help mitigate both user volume and stormwater issues. Installation of a new piped conveyance drainage system at Drewry Street will require trail closures and detours. All required work is outlined in the Scope of Work and Bid Form in this ITB.

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5. 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 improvements described herein.

Part 1- Base Bid Scope of Services

1. Installation of Drainage Structure at Drewry Street

There is an existing headwall on the east side of the trail at Drewry Street NE where water outfalls and overtops the trail during rain events. The GC shall install an additional drainage structure at this location in order to alleviate drainage and erosion issues.

The Midtown BeltLine Drainage Civil Construction Drawings (Appendix A) shows the plans, notes, and details for construction of this structure. Bidders shall factor in pedestrian and bike traffic control alternatives in their pricing. The trail must remain open at all times between the operating hours of 6 am – 11pm and an alternative gravel or mulched route needs to be provided in the instance of any disruption to the trail use.

2. Two Foot Shoulder – Flexi Pave:

General Contractor shall provide cost per Lineal Foot (LF) at 2' width of specified material as shown in Flexi Pave HD2000 Specifications (Appendix A) in Granite (Natural) color and factor in the ground preparation as specified in Flexi Pave Diagram (Appendix A). The total LF of shoulder will be field verified with ABI prior to work starting. A licensed installer of Flexi Pave must be used for the installation of the material specified.

Shoulder Length = Approximately 16,650 LF at 2' width

Part 2 - Unforeseen Scope of Work and Specifications

1) Rock Removal

See specifications provided in section 31 23 18 Rock Removal Document (Appendix A).

2) Hazardous Soil Removal and Transportation to Class D Landfill

All excess soil shall be transported to the nearest class D landfill. Copies of manifests need to be provided to ABI at close out.

General Contractor (GC) Responsibilities

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

- The GC shall construct the proposed drainage structure at Drewry Street and shoulder installation as described in the construction documents and specifications. All planted areas are to be installed as described in Section 32 92 00 Turf and Grasses Document (Appendix A) and will need to be maintained by the G C for a period of one year to ensure that they are properly established. The 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 planning and engagement staff as required to ensure that the surrounding neighbors and businesses are adequately informed of the progress of the Project.
- Regarding submission of surety bonds prior to or subsequent to the bid submission, the following requirements are applicable:
 - a. ABI, IA, 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, IA, 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 ensure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful bidder as required by the Agreement documents. The bid guarantee of the bidders submitting the five lowest total bid amounts for the Agreement will be retained either until the successful bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the bid opening date, whichever is sooner. Other bid guarantees will be returned within ten (10) calendar days after the bid opening date. Bid guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each bidder agrees that if it is awarded the Agreement and fails to execute the Agreement and to furnish the other documents required within fifteen (15) days, ABI will retain the bid guarantee as liquidated damages and not as a penalty.
 - g. Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

SCHEDULE

The GC shall complete the project within 152 calendar days of receiving a Notice to Proceed. Failure to meet this schedule may result in the assessment of liquidated damages in the amount of \$1,000/day. ABI will schedule weekly on-site meetings with the GC, sub-contractors, and other partners.

6. REQUIRED BID CONTENT

In order to secure information in a form which will ensure that bids can be properly evaluated, please submit your bid as required on the first page of this ITB in the format listed below. Please utilize the checklist within this ITB to ensure the required bid content is included within the bid submittal. **Do not include the entire ITB document.** Only include the required bid content listed below in the order listed. By signing the Bid Form and the Bidder's Acknowledgment, indicates that the entire ITB has been read and accepted in its entirety. Please adhere to the following required bid contents:

- **Page 1:** Title page should include the bid subject, the Bidder's name, address, phone and fax numbers, email address, contact person, and due date of the bid. (not to be confused as page #4)
- **Page 2:** Completed and Signed Bid Form.
- **Page 3:** Table of Contents with page numbers listed.
- **Page 4:** A cover letter briefly stating the understanding of the work to be done, the commitment to perform the work within the schedule, a statement why the bidder believes it is the best qualified to perform the scope of work along with a statement that the bid is an irrevocable offer for a stated period of time (minimum 120 days).
- **Page 5:** Information about the bidder.
- **Page 6:** A description of bidder's understanding of the Project objectives and outcomes and how these will be achieved.
- **Page 7:** Team composition—a complete listing of all key personnel who will be assigned to this Project, their background, experience, qualifications, roles and responsibilities, and availability.
- **Page 9:** A proposed work plan and time schedule addressing the scope of work.
- **Page 10:** A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed billing schedule based on the work plan.
- **Page 11:** Outline the level of support bidder will require of ABI staff. ABI staff will run the public community engagement process. However, the GC will be required to attend public meetings to answer questions.
- **Page 12 – 13:** Proof of the following experiences related to the execution of the scope of work described in this ITB 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 bidder.

- **Appendices:** All bid exhibits and forms completely filled in, signed, and notarized as applicable. The ITB Checklist completed. Any and all addenda signed. Any required licenses and or certifications as required within this ITB.

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 Agreement 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 11 point. The **body of the submittal is limited to a maximum of fifteen (15) double-sided pages**. Required submittal forms are not included in the maximum number of pages. However, the completed required forms shall be included with the bid submittal.

The bids will be reviewed to ensure that they are responsive and responsible. Bids that are deemed to be non-responsive and/or non-responsible will be disqualified from further consideration. The basis of award of a contract is to the low, responsive and responsible bidder.

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

7. EVALUATION OF BIDS

Bids must meet certain mandatory criteria in order to qualify for further evaluation. A "no" answer to the question (1) or a "yes" answer to question (2) will disqualify the bid.

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

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

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

8. PROTESTS

Any protest of the procurement solicitation documents or process shall be submitted within five business days of the Contract award for resolution to the ABI Procurement Officer, knicholson@atlbelpline.org

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.

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

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

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

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

2. 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 incorporated herein. The Agreement with the successful 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, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta, or 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 without ABI's express written consent.

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

F. 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 all claims, judgments or liabilities to which they may be subject because of any negligence, intentional act, omission, or fault or default by the bidder, its consultants, or sub-consultants.

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 60-75 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 Respondents in addition to the S.A.V.E. Program Affidavit required by O.C.G.A. §50-36-1 (e) (2). See **Exhibit B**.

9. **Prevailing Wage** Not applicable.

10. **Debarment and Suspension** ABI shall not award a contract to bidders that are 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 or entity to respond, ABI's President and CEO shall have authority to debar or suspend a person or entity for cause from consideration for award of contracts.

12. **Proprietary Information** ABI recognizes that material in its possession or in the possession of IA or the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70, *et seq.* (the "Act"). Bidder **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 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 and the COA 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 and the contract between the awardee and ABI is executed. 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 up until the time a contract is 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. Furthermore, no person shall attempt to communicate with any ABI employee, director, or officer, excluding the ABI Procurement Manager or the ABI Procurement Officer, regarding this ITB during its pendency.

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 obligation of the party giving such notice shall 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 within Vendor Registry and must be received no later than the time and date specified on the first page of this ITB. Every interpretation made to a bidder will be in the form of an addendum to the bid document. All addenda will be accessible at the Vendor Registry link listed within this ITB. The Vendor Registry link is listed on the first page of this ITB. 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 Vendor Registry to ensure that you have all documents that have been issued prior to submitting your bid.

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

16. Preparation of Bids All bids must be submitted in accordance with the bid submittal requirements listed within this ITB and as listed on the first page of this ITB. Bid document forms are supplied by ABI and shall be subject to all requirements of the agreement as hereinafter described). All bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the bid by the bidder.

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

ABI may consider as irregular any conditional bid or any bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the bids must be explained or noted over the signature of the bidder. Failure to do so shall render the bidder as non-responsive and cause rejection of the bid.

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

17. 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 and notarized 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.

18. 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.

19. 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.

20. 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.

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

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

relates. The award will be based on the total fixed unit cost for all items aggregated.

23. Bid Guarantee Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total bid amount. At the option of the bidder, the guaranty may be a certified check payable to the order of ABI or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No bid shall be considered unless it is accompanied by the required guaranty. The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful bidder as required by the agreement documents. The Bid Guarantee of the bidders submitting the five lowest total bid amounts for the 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 ninetieth (90th) calendar day after the Bid Opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid Opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each bidder agrees that if it is awarded the Agreement and fails to execute the Agreement and to furnish the other documents required within fifteen (15) days, ABI will retain the Bid Guarantee as liquidated damages 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.

24. 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.

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

26. Equal Business Opportunity The bidder shall complete the DBE Utilization Plan (**Exhibit O**) and the Sub-Contractor/Sub-Consultant Utilization and DBE Participation Certification form (**Exhibit P**).

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.

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

28. Bid Form The bidder must complete all sections of the bid document and shall execute the Bid Form.

29. 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 GC, 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 the GC should have known as a result thereof.

30. 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 forty-eight (48) hours 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 Manager 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.

31. 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. See **Exhibit G**.

32. Termination for Convenience ABI may terminate any Agreement arising from this solicitation for its convenience at any time upon thirty (30) days written notice to the GC. In the event of ABI's termination of any Agreement for convenience, the GC will be paid for those services actually performed through the date of termination. Partially completed performance of the Scope of Work will be compensated based upon a signed statement of completion to be submitted by the General Contractor, which shall itemize each element of performance, and shall be subject to review and approval by ABI.

33. Termination for Cause ABI may terminate any Agreement arising from this solicitation for cause upon ten days prior written notice to the GC of the GC'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.

34. **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 one hundred twenty (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 may be verified by ABI. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the total bid, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed on the bid, and to submit other material information relative to proposed subcontractors or equipment manufacturers. ABI reserves the right to reject any proposed subcontractor or equipment manufacturers whose technical or financial ability or resources or experience are deemed inadequate or with whom ABI, IA 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. A bid with 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 ITB 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.

35. Award Criteria

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

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

- a. The responsiveness of a bidder is determined by the following:
 - 1) A timely and effective delivery of all services, materials, documents, and/or other information required by ABI;
 - 2) Compliance by the bidder with DBE participation requirements of ABI;
 - 3) The completeness of all material, documents and/or information required by ABI; and
 - 4) The notification of ABI of methods, services, supplies and/or equipment that could reduce cost or increase quality.

- b. The responsibility of a bidder is determined by the following:
 - 1) The ability, capacity and skill of the bidder to perform the Agreement or provide the work required;
 - 2) The capability of the bidder to perform the Agreement or provide the work promptly or within the time specified without delay or interference;
 - 3) The quality of performance of previous contracts or work for ABI or the City including, but is not limited to the quantity and cost of change orders due to the bidder's inadequate interpretation or misinterpretation of the scope of work and/or specifications; timeliness of completion of specific milestones or the agreed upon schedule, and failure to communicate construction issues with ABI staff clearly and immediately.
 - 4) The previous 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.

36. Surety Bonds

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

- a. ABI, IA 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, IA 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, additional work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

37. 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.

38. Insurance Requirements

The GC shall procure and maintain during the life of any Agreement between ABI and GC: workers' compensation, general liability, property damage, automobile liability insurance and any other insurance necessary to satisfy the requirements of the Bid Documents. ABI, IA and the City of Atlanta shall be named as additional insureds on all insurance policies.

39. Laws and Regulations

The bidder's attention is directed to the fact that 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's attention is directed to the following laws and regulations:

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

- b. Applicable regulations and ordinances of the City of Atlanta must be observed during work under this Agreement;
- c. E-verify and S.A.V.E. obligations as required by law;
- d. Applicable regulations of the Georgia Environmental Protection Division and the U.S. Environmental Protection Agency must be observed during work under this Agreement.

40. Agreement Term

The term of this Agreement shall be for a period of approximately 152 consecutive calendar days from Notice to Proceed.

41. Liquidated Damages

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

42. 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 agreement. The sample contract agreement is not inclusive of all terms, conditions or requirements of the solicitation, bid award or final executed contract.

Subsequent to the award and within fifteen days after the prescribed forms are presented for signature, the Apparent 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 Apparent Successful Bidder to execute ABI-Contractor Agreement and to supply the required bonds within fifteen (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 more favorable bid is received by re-advertising, the defaulting bidder shall have no claim against ABI.

43. Pre-Construction Conference

A required pre-construction conference shall be held with the Apparent Successful Bidder and all known subcontractors at a time and place set by ABI after contract execution.

EXHIBITS AND FORMS

EASTSIDE TRAIL CAPITAL IMPROVEMENTS CONSTRUCTION

EXHIBIT "A"	CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
EXHIBIT "B"	S.A.V.E. AFFIDAVIT UNDER O.C.G.A. §50-36-1(e)(2)
EXHIBIT "C"	CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91
EXHIBIT "D"	SUBCONTRACTOR AFFIDAVIT
EXHIBIT "E"	SUB-SUBCONTRACTOR AFFIDAVIT
EXHIBIT "F"	BIDDER CERTIFICATION FORM
EXHIBIT "G"	AFFIDAVIT OF NON-COLLUSION
EXHIBIT "H"	BIDDER'S AFIDAVIT
EXHIBIT "I"	GEORGIA UTILITY CONTRACTOR'S LICENSE CERTIFICATION
EXHIBIT "J"	BIDDER/CONTRACTOR'S DISCLOSURE AND QUESTIONNAIRE FORM
EXHIBIT "K"	STATEMENT OF BIDDER'S QUALIFICATIONS
EXHIBIT "L"	INSURANCE AND BONDING REQUIREMENTS
EXHIBIT "M"	INSURANCE COVERAGE AND BONDING CAPACITY
EXHIBIT "N"	BID BOND
EXHIBIT "O"	DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION
EXHIBIT "P"	DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
EXHIBIT "Q"	SUB-CONTRACTOR/SUB-CONSULTANT UTILIZATION AND DBE PARTICIPATION CERTIFICATION
EXHIBIT "R"	GOOD FAITH EFFORT AFFIDAVIT
EXHIBIT "S"	GOOD FAITH EFFORT ASSESSMENT
EXHIBIT "T"	BID FORM
EXHIBIT "U"	GA 190247 GEORGIA DEPARTMENT OF LABOR - DAVIS BACON WAGE RATES

EXHIBIT "V"	ATLANTA BELTLINE, INC. CODE OF ETHICS
EXHIBIT "W"	BIDDER'S ACKNOWLEDGEMENT
EXHIBIT "X"	BID SUBMITTAL CHECKLIST
EXHIBIT "Y"	RECEIPT OF ADDENDA
EXHIBIT ' V'	ABI SAMPLE AGREEMENT (INCLUDES FIRST SOURCE EMPLOYMENT AGREEMENT)

APPENDIX

APPENDIX "A" SCOPE OF WORK REFERENCE DOCUMENTS:
ABI SPECIFICATIONS, PLANS, NOTES AND DETAILS

APPENDIX "B" SAMPLE CONTRACT

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, employee, and City of Atlanta elected or appointed official, officer or employee, or any ABI board member, if bidder is awarded the Contract. Bidder shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Bidder shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or sub-consultant) 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 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"

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "E"

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

NOTARY PUBLIC
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT "F"

BIDDER CERTIFICATION FORM

I, _____ (name of Bidder), being duly sworn, state _____ that I am _____ (title) of _____ (business entity) 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 and agree that all of the information contained in the response to the ITB is submitted for the express purpose of inducing ABI to award a contract.

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

Printed Name

Signature

Sworn to and subscribed before me

this ___ day of __, 202__.

Notary Public

My commission expires: _____

[NOTARY SEAL]

EXHIBIT "G"

AFFIDAVIT OF NON-COLLUSION

Project: **Eastside Trail Capital Improvements Construction**

STATE OF _____

COUNTY OF _____

_____ being first duly sworn, deposes and says that he/she 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 _____ 202_

(Notary Public in and for)

(County)

My Commission expires _____, 202_

[NOTARY SEAL]

EXHIBIT "H"
BIDDER'S AFFIDAVIT

Project Name:

STATE OF _____

COUNTY OF _____

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

that he/she is the

(Title)

(Name of Bidder)

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

(Affiant)

Subscribed and Sworn to before me this _____ Day of _____ 202_

(Notary Public in and for)

(County)

My Commission expires _____, 202_

[NOTARY SEAL]

EXHIBIT "I"

**GEORGIA UTILITY CONTRACTOR'S
LICENSE CERTIFICATION**

Eastside Trail Capital Improvements Construction

NOTE: The Utility Contractor's License Number is required

Contractor's Name: _____

Utility Contractor's License Number: _____

Expiration Date of License: _____

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EXHIBIT "J"

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 the business entity responding to this ITB – **Eastside Trail Capital Improvements Construction**

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, or IA (ii) directly or indirectly received revenues from the City, IA or ABI or (iii) directly or indirectly receives revenues from the result of conduction business on City property or pursuant to any contract with the City, IA 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, IA or ABI employee, and fully describe such business relationship.

6. Please provide most current audited financial reports and latest interim "unaudited" financial statement for evaluation of financial capability.

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

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

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

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

On this _____ day of _____, 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 "K"

STATEMENT OF BIDDER'S QUALIFICATIONS

Eastside Trail Capital Improvements Construction

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

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

1. NAME OF BIDDER: _____

2. BUSINESS ADDRESS: _____

3. TELEPHONE NUMBER: _____

4. OFFICIAL REPRESENTATIVE AND TITLE: _____

5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this Project which were competed or assigned to your business entity or joint venture, including name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (if a joint venture or subcontractor that will be awarded a portion of the work exceeding 10% of the total bid amount, list separately for each joint venture partner or subcontractor.)

a. Bidders must have successfully completed at least two contracts involving construction of utility systems which include major storm sewer construction, utility relocations/connection to active sewer systems, pavement/concrete demolition, and grading.

b. Bidders must have successfully completed at least one contract involving construction of passive park components which include numerous retaining walls with architectural finishes, concrete pavement with architectural finishes, landscaping, water features including multiple fountains and recirculation systems, installation of mechanical equipment, and electrical equipment.

6. Using the forms provided in this Section, provide information for key project personnel, project manager, project superintendent, estimator, project engineer, safety engineer and QA/QC manager.

7. The bidder must have an established safety program that as a minimum includes those items as listed on the attachment entitled "CONTRACTOR SAFETY PROGRAM."

8. The bidder's workers' crating (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years.

9. The bidder's OSHA Incidence Rates must not exceed the industry standard published by the US Department of Labor.
- a. Bidder's Recordable Incidence Rates: _____
 - b. Bidder's Lost Time Incidence Rates: _____
10. If there have been any fatalities during the last five (5) years on any projects performed by the contractor or on any work performed under the direct supervision of a proposed Project Manager and the contractor or proposed Project Manager was cited by OSHA for "Willful" Violation, in performing the work in which the fatality occurred, the Contractor will be disqualified based on the Atlanta Beltline Inc.'s review. The contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan.
- a. Fatalities during the last five (5) years where contractor was cited by OSHA for "Willful" Violation: _____
 - b. Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for "Willful" Violation: _____
11. If there have been any repeat OSHA (state and federal) violations during the last five (5) years on any projects performed by the contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager, the Contractor may be disqualified based on ABI's review.
12. If there have been incidents during the last five (5) years on any projects performed by the contractor or on any work performed under the direct supervision of a proposed Project Manager that resulted in the wastewater or water treatment facility failing to meet NPDES Discharge Permit Requirements due to the actions of the contractor or Project Manager or failure of the contractor or Project Manager to perform work on schedule, then the contractor will be disqualified based on ABI's review.

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

Date: _____

Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me

this ____ day of _____, 202__

Notary Public

My commission expires: _____
[NOTARY SEAL]

STATEMENT OF BIDDER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT KEY STAFF EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT SUPERINTENDENT'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT MANAGER'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

CONTRACTOR SAFETY PROGRAM

- A. *Do you have a written Safety Program?* Yes No
(If yes, attach outline; if no, attach explanation)
- B. *Which of the following does your Safety Program Contain?* Yes No
- 1. Health and safety training of its subcontractors? Yes No
 - 2. Documentation of Health and safety training required? Yes No
 - 3. Hazard communication Program? Yes No
(29 CFR 1910.1200, CCR Title 8 Section 5194)
 - 4. Confined Space Entry and Rescue Program? Yes No
(29 CFR 1910.146, CCR Title 8 Section 5156-5159)
(If yes, attach explanation)
 - 5. "Hot Work" permit program? Yes No
(29 CFR 1910.146, CCR Title 8 Section 5156-5159)
(If yes, attach explanation)
 - 6. Lock-Out/Tag-Out program? Yes No
(29 CFR 1910.417)
(If yes, attach explanation)
- C. *Equipment Maintenance Program for the following:* Yes No
- 1. Miscellaneous construction tools and equipment Yes No
 - 2. Ladders Yes No
 - 3. Scaffolds Yes No
 - 4. Heavy Equipment Yes No
 - 5. Vehicles Yes No
- D. *Do you have a new employee safety orientation program?* Yes No
- If yes, does it include the following:
- 1. Company Safety Policy Yes No
 - 2. Company Safety Rules Yes No
 - 3. Safety Meeting Attendance Yes No
 - 4. Company Safety Record Yes No
 - 5. Hazard Recognition Yes No
 - 6. Hazard Reporting Yes No
 - 7. Injury Reporting Yes No
 - 8. Non-Injury Accident Reporting Yes No
 - 9. Personal Protective Equipment Yes No
 - 10. Respiratory Protection Yes No
 - 11. Fire Protection Yes No
 - 12. Housekeeping Yes No
 - 13. Toxic Substance Yes No
 - 14. Electrical Safety Yes No
 - 15. Fall Protection Yes No
 - 16. First Aid/CPR Yes No
 - 17. Driving Safety Yes No
 - 18. Hearing conservation Yes No
 - 19. Lock-out/Tag-out Yes No
 - 20. Blood-borne Pathogens Yes No

- 20. Asbestos Yes No
- 21. Confined Spaces Yes No
- 22. Hazard communication Yes No

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

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

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

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

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

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

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

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

EXHIBIT "L"

INSURANCE & BONDING REQUIREMENTS

Eastside Trail Capital Improvements Construction

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 Atlanta Development Authority d/b/a Invest Atlanta, and the City of 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 and the City, and their officers, officials, employees, consultants, separate contractors, and subcontractors.
- n) Contractor waives all rights of recovery against ABI, IA and 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 and 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. Compliance is required by all bidder/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 provided 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.

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.

3. 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: Vice President & General Counsel
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.

4. Certificate Holder

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

Atlanta BeltLine, Inc.
Vice President & General Counsel
100 Peachtree Street NW, Suite 2300
Atlanta, Georgia 30303

5. Additional Insured Endorsements

ABI, IA and the City of Atlanta must be covered as additional insured under all insurance (except worker's compensation) 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 an additional insured endorsement evidencing the rights of ABI, IA, and the COA as an additional insured for each policy of insurance under which it is required to be an additional insured pursuant to this section. ABI, IA and the City of Atlanta shall not have liability for any premiums charged for such coverage.

A. 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

B. 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)
- Sudden and accidental pollution coverage

C. 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.

D. 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

E. Performance and Payment Bond

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

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

BIDDER'S ACKNOWLEDGEMENT

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

Signature: _____ Date: _____
(President, Vice President or Corporate Officer)

Printed Name: _____ Title: _____

Attested by: _____ Date: _____
(Secretary of Corporation)

Printed Name _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email: _____

Exhibit "M"

INSURANCE COVERAGE AND BONDING CAPACITY

Eastside Trail Capital Improvements Construction

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 "N"

BID BOND

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

Atlanta BeltLine, Inc.	City of Atlanta	Invest Atlanta
100 Peachtree Street NW, Ste 230	55 Trinity Avenue	133 Peachtree Street NE, Ste2900
Atlanta, GA 30303	Atlanta, GA 30303	Atlanta, GA 30303

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

WHEREAS, the Principal has submitted to Atlanta BeltLine, Inc. (Owner) a Bid Proposal to provide materials, labor and equipment for

Eastside Trail Capital Improvements Construction

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 , 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 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 Managers, on this _____ day of _____, 202____.

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 "O"

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine program. ABI strongly encourages participation by Female Business Enterprises ("FBE"), Minority Business Enterprises ("MBE"), Small Disadvantaged Businesses ("SDB"), Women's Business Enterprise (WBE) and Small Business Enterprises ("SBE") in all contracts issued by ABI. These enterprises shall be collectively referred to in herein as DBEs. It is anticipated that as a part of a responsive submittal, DBE participation will be included. This Project has a DBE goal, which has been set at 30%.

However, nothing herein should indicate that an FBE, MBE, SDB WBE, or SBE may not apply and be selected independently, as FBEs, MBEs, SDBs, WBE, and SBEs that meet the qualifications of this ITB are encouraged to submit their qualifications for consideration. In order to participate as an FBE, MBE, SDB, WBE or SBE on the contract, said FBE, MBE, SDB, WBE or SBE must be certified as an FBE, MBE, SDB, WBE or DBE through GDOT, MARTA, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, the City of Atlanta, or the Women's Business Enterprise National Council. SBEs must be registered with the City of Atlanta and are defined in Section 2-1357 of Division 9 of the City of Atlanta Code of Ordinances, as amended. ABI maintains data on the utilization of DBE entities for all contracts with the utilization of ABI's Subcontractor/Sub-consultant Utilization and DBE Participation Certification form.

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

Persons or firms interested in obtaining applications for certification should contact one or more of the following organizations:

- **City of Atlanta** – Office of Contract Compliance (FBE/MBE/SBE Certification): 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: (404) 330-6010, Fax: (404) 658-7359.
- **U.S. Small Business Administration** (SDB certification) acceptable provided certification reflects minority or women-owned status. Requirements are found at www.sba.gov.

- **Georgia Department of Transportation** (DBE Certification): One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.
- **MARTA** (DBE Certification): 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270 Fax: (404) 848-4302. Web link: itsmarta.com/dbe-program.aspx. Email contact: Antoine Smith, Manager, Supplier Diversity (asmith1@itsmarta.com)
- **Georgia Minority Supplier Development Council, Inc.** (MBE Certification): 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.
- **U.S. Department of Transportation** (DBE and ACDBE Certifications): The DBE and Airport Concessions Disadvantaged Business Enterprise (ACDBE) Programs require that all U.S. DOT recipients of federal assistance participate in a statewide Uniform Certification Application (UCP). The UCP is a one-stop certification program that eliminates the need to obtain certification from multiple agencies within the State of Georgia. For more information, go to the USDOT website: <https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform-certification-application-english>.
- **Women's Business Enterprise National Council** (WBENC Certification for Women's Business Enterprises): Go to <https://www.wbenc.org/certification-process>

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

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

ABI is an Equal Opportunity Employer.

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EXHIBIT "P"
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

BID PERCENTAGE % _____

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

DBE Firm	Description of Work	Value	% Of Project
TOTAL			

Name of Firm: _____

Include DBE Certificates of DBE Firms

EXHIBIT "Q"

**SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND
DBE PARTICIPATION CERTIFICATION**

Contract: _____

Date: _____

Contract Date: _____

Total Contract Amount: _____

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

Contractor/Consultant: _____

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

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

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

Subcontractor/Sub-consultant Name:

Address _____

Phone _____ Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/SDB/WBE Certification from

(name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

***Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Female Business Enterprise (FBE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Small Business Enterprise (SBE); Women’s Business Enterprise (WBE); Small Disadvantaged Business; as certified by the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council, the U.S. Small Business Administration, Women’s Business Enterprise or MARTA.**

Subcontractor/Sub-consultant Name: _____

Address _____

Phone _____

Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/SDB/WBE Certification from

(name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Subcontractor/Sub-consultant Name: _____

Address _____

Phone _____

Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/SDB/WBE Certification from

(name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Subcontractor/Sub-consultant Name: _____

Address _____

Phone _____

Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/SDB/WBE Certification from

(name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Subcontractor/Sub-consultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/SDB Certification from (name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Total Amount of All DBE Subcontractor/Sub-consultant Agreements \$ _____

Percentage Value of Total Contract _____

If the contract is completed, please indicate the total amount paid to the above Subcontractors or Sub-consultants. \$ _____

Total Amount of FBE Subcontractor/Sub-consultant Agreements \$ _____

Total Amount of MBE Subcontractor/Sub-consultant Agreements \$ _____

Total Amount of SBE Subcontractor/Sub-consultant Agreements \$ _____

Total Amount of WBE Subcontractor/Sub-consultant Agreements \$ _____

Total Amount of SDB Subcontractor/Sub-consultant Agreements \$ _____

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

Contractor/Consultant Name: _____

Signature: _____

Title: _____

Address: _____

Contact Person for Contract: _____

Telephone No.: _____

Email Address: _____

EXHIBIT "R"
GOOD FAITH EFFORT AFFIDAVIT

DBE Participation Policy

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

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

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

Procurement title: _____

Date _____

Name of Company _____

Printed Name of Certifying Official of Company

Title

EXHIBIT "S"
GOOD FAITH EFFORT ASSESSMENT
(To be completed immediately following Notice of Award)

Contractor Name: _____

Date: _____

Contractor Address: _____

Contract Name: _____

<i>Criteria to be used to determine contractor's good faith effort in achieving the Agency's DBE goals.</i>	<i>Meets Criteria please circle</i>	
1. Attended any pre-solicitation or pre-bid meetings.	Yes	No

Comments:

2. Advertised contracting opportunities.	Yes	No
--	-----	----

Comments:

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

Comments:

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

Comments:

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

Comments:

6. Provided adequate information about requirements.	Yes	No
--	-----	----

Comments:

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

Comments:

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

Comments:

Contractor's Authorized Signature and Date

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

Signature and Date:

DBE Policy Manager

Signature and Date:

Procurement Officer

EXHIBIT "T"

BID FORM

Project: **Eastside Trail Capital Improvement Construction**

To: Atlanta BeltLine, Inc. Submission 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 on the Bid Document Package with respect to existing underground facilities at or contiguous to the site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by bidder

in order to perform and furnish work at contract price, within contract term 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.

4. Bidder submits the following Bid Prices:

Bidder acknowledges and agrees that the required Scope of Work as listed in Section 5 of this ITB is set out in Part 1 and Part 2 of Items listed below:

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Part 1 - Scope of Services Base Bid

- Item Number 1 denotes Installation of the Drainage Structure at Drewry Street as referenced in the Section 5, Scope of Work within this ITB. The Base Bid is a lump sum agreement. The lump sum costs for each individual portion of the work as set out herein shall be inclusive of all costs for each and as denoted in Section 5, Scope of Work.
- Item Number 2 denotes the Two Foot Shoulder – Flexi Pave as referenced in Section 5, Scope of Work within this ITB. The linear feet specified in Section 5, Scope of Work is an approximation only and will be field verified with ABI prior to construction. The Base Bid Unit cost shall be binding for 120 days after the Bid is received.

Item No.	Item Description	Unit	Quantity	Unit Cost	<u>Total Cost</u>
1.	Installation of Drainage Structure at Drewry Street	LS (Lump Sum)	1	\$ _____	\$ _____
2.	Two Foot Shoulder – Flexi Pave	LF (Linear Feet)	16,650	\$ _____	\$ _____
<u>Total Cost:</u> Base Bid Price for each Item No.					
				<u>Overall Total Cost: Base Bid Price (in dollars)</u>	
				\$ _____	
				<u>Overall Total Cost: Base Bid Price (in printed words):</u>	
				\$ _____	
<u>Overall Total Cost :</u> Item No. 1 Total Cost + Item No. 2 Total Cost					

Overall Total Cost – 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.

Part 2 - Unforeseen Unit Prices

- Unforeseen Unit Prices (per cubic yard) shall not be binding on the bidder if no contract is awarded for the Base Bid work.

1.	Rock Removal	Per cubic yard	\$ _____
2.	Hazardous Soil Removal and Transportation to Class D Landfill	Per cubic yard	\$ _____

Consecutive Calendar Days for Final Completion: 152 Consecutive Calendar Days

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

5. Bidder agrees this Bid shall be good and may not be withdrawn for a period of 60 calendar days after scheduled closing time for receiving bids.
6. This is enclosed herewith a certified or cashier's check or a Bid Bond to the order of Atlanta BeltLine, Inc. in the sum of _____ Dollars. Check or Bid Bond shall be equal to, not less than, the amount stipulated in the NOTICE TO BID and it is understood and agreed that said check or Bid Bond shall be subject to the terms and conditions stipulated in Bid Document Package.
7. Undersigned bidder hereby agrees to each and every stipulation in the Bid Document Package pertaining to the submission of bids and further, if awarded the Contract, bidder duly agrees to execute and secure the required agreement documents and Bid Document Package within fifteen (15) days from service of notice of award and deliver a surety bond or bonds as required by general conditions. The name and business address of bidder to which all formal notices shall be sent:

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

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

10. Undersigned bidder states (he/she/they) (is/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (give full names and addresses)

11. Undersigned bidder submitting this bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with a bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other bidder, or to secure an advantage against ABI or any other person interested in the proposed contract; and that all statements contained in said bid are true, and further, that such bidder has not directly or indirectly submitted this bid, or contents thereof, or divulged information or data thereof; and, that no member or Owner or other officers or employees of said Owner is interested directly or indirectly in the bid or in any portion of the bid nor the contract or any part of the contract which may be awarded the undersigned bidder on the basis of such bid.

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

13. The bidder agrees to complete the Scope of Work described in the Contract within **152 consecutive calendar days (final completion)** for completion from the date of "Notice to Proceed." bidder further agrees that the Owner may retain from the monies which may

become due the amount of **\$1,000 dollars/day** for each and every day that the completion of the work may be delayed.

Signature: _____ Date: _____
(President, Vice President or Corporate Officer)

Printed Name: _____ Title: _____

Attested by: _____ Date: _____
(Secretary of Corporation)

Printed Name: _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email: _____

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EXHIBIT "U"
GA 190247 GEORGIA DEPARTMENT OF LABOR - DAVIS BACON WAGE RATES

N/A

EXHIBIT “V”

ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the (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 "W"

Bidder's Acknowledgement

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

Signature: _____ Date: _____
(President, Vice President or Corporate Officer)

Printed Name: _____ Title: _____

Attested by: _____ Date: _____
(Secretary of Corporation)

Printed Name _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

Email: _____

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

Project: **Eastside Trail Capital Improvement Construction**

The following submittals shall be viewed, completed and submitted with each bid as indicated in the checklist below. Documents required for submittal shall be completed fully, signed and/or notarized 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 in accordance with all requirements as it pertains to this Project.

Item Number	Items Not Required for Submittal	Check (√)
1	Invitation to Bid (View only. Do not submit with bid)	
2	Instructions to Bidders (View only. Do not submit with bid)	
3	Terms and Conditions Section (view, agree and acknowledge. Do not submit with bid)	
4	APPENDIX “A” – Scope of Work Reference Documents (view only.)	
5	APPENDIX “B” - Sample Agreement (view, agree, and acknowledge. Do not submit with bid)	
6	Federal-Aid Certification (View and agree. Do not submit with bid)	
9	Code of Ethics (view and agree. Do not submit with bid)	
	Documents Required for Submittal	
	Required Bid Contents (Reference Section 6 of ITB)	
	Completed Bid Form submit as page 2 within bid document	
	Authorization to Transact Business in State of Georgia (i.e, valid business license, valid Secretary of State, and other valid State of Georgia required license)	
	Financial Statements – Prime Contractor’s most current Financial Statement, and latest interim “un-audited financial statement	
Exhibit A	Certification of No Organizational Conflict of Interest	
Exhibit B	S.A.V.E. Affidavit	
Exhibit C	Contractor’s Affidavit	
Exhibit D	Subcontractor Affidavit	
Exhibit E	Sub-Subcontractor Affidavit	
Exhibit F	Bidder ‘s Certification Form	
Exhibit G	Non-Collusion Affidavit	
Exhibit H	Bidder Affidavit	
Exhibit I	Utility Contractors License Number	
Exhibit J	Bidder/Contractor’s Disclosure	
Exhibit K	Statement of Bidder’s Qualifications – Sub-Contractors	
Exhibit L	Insurance and Bonding Requirements	
Exhibit M	Insurance and Bonding Capacity	
Exhibit N	Bid Bond	

Exhibit O	Disadvantaged Business Participation	
Exhibit P	Disadvantaged Business Utilization Plan	
Exhibit Q	Sub-Contractor/Sub-Consultant Utilization and DBE Participation Certification	
Exhibit R	Good Faith Effort Affidavit (not assessment)	
Exhibit S	Good Faith Assessment	
Exhibit T	Bid Form	
Exhibit U	(Review only) Davis Bacon Act (N/A for this project)	
Exhibit V	(Review only) Code of Ethics	
Exhibit W	Bidder's Acknowledgement	
Exhibit X	Bid Submittal Checklist	
Exhibit Y	Receipt of Addenda	
Licenses	Include evidence of all required licenses as referenced in ITB	

Date: _____

Firm Name: _____

By: _____

Title: _____

Telephone Number: _____

FAX number: _____

Email address: _____

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EXHIBIT "Y"

RECEIPT OF ADDENDA

ADDENDA RECEIVED:

Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____
Addendum No. _____	Date Received _____

If no addendum was received, write None Received:

Date: _____

Signature: _____

Name: _____
(Print)

Title: _____

APPENDIX “A”

SCOPE OF WORK REFERENCE DOCUMENTS

- EASTSIDE TRAIL DRAINAGE CONSTRUCTION PLANS
- FLEXI-PAVE SPECIFICATION
- FLEXI-PAVE GROUND PREPARATION DETAIL
- ROCK REMOVAL SPECIFICATION
- TURF AND GRASSES SPECIFICATION

To view the Scope of Work reference documents listed above, please click on the link below:

[Eastside Trail Capital Improvements Scope of Work Reference Documents](#)

APPENDIX "B"

SAMPLE FORM OF AGREEMENT

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

AGREEMENT REGARDING ATLANTA BELTLINE (PROJECT NAME HERE)

THIS AGREEMENT REGARDING ATLANTA BELTLINE (PROJECT NAME HERE)(herein called this “Agreement”) is made and entered into as of the ____ day of _____, 2020 (the “Effective Date”) between **ATLANTA BELTLINE, INC.**, a Georgia nonprofit corporation (“ABI”) and _____ [name of business entity], a _____ [type of entity] (the “Contractor”). ABI and Contractor shall be referred to herein collectively as the “Parties” and individually as a “Party.”

WITNESSETH:

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 licensed construction company to implement the construction of capital improvements to the Atlanta BeltLine Eastside Trail in Atlanta, Georgia, running from Tenth Street and Monroe Drive to the intersection of the trail and Irwin Street (the “Project”); and

WHEREAS, ABI desires to engage the Contractor to implement the construction of the specific capital improvements as described in Exhibit “A” (“Scope of Services”), which is attached hereto and incorporated herein by this reference; and

WHEREAS, Contractor agrees to provide certain installation services 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 with regard to 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 And Term

ABI hereby engages Contractor to perform, and Contractor agrees to perform for ABI, all work required by the Contract Documents relative to the Project as described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by this reference (the “Work”). 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.

Contractor shall commence the Work immediately after receipt of a Notice to Proceed and shall achieve Substantial Completion of all work within ___ days after the issuance of a Notice to Proceed. Notwithstanding the foregoing, the term of this Agreement shall begin on the Effective Date and end on _____, 20__ (the “Term”).

Article 2. Contract Documents

The Contract Documents consist of this Agreement, the solicitation package, Conditions of the Contract (General, Supplementary 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 3.

Article 3. Agreement Documents

The Agreement Documents relative to this Agreement consist of:

- The ABI-Contractor Agreement;
- First Source Employment Agreement;
- General Conditions;
- Special Conditions;
- Statement of Bidder’s Qualifications and associated forms;
- Bid Proposal and any Bid Schedule or Bid Data;
- Exhibits

These collectively form the Agreement, and are incorporated as a part of this Agreement by reference.

Article 4. Contract Sum

ABI shall pay the Contractor the Contract Sum for the Contractor's performance of the Contract. The Contract Sum shall be a lump sum which shall in no event exceed _____ (\$X) subject to additions and deductions as provided in the Contract Documents. 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, in addition to the retained percentages, 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.

4.01 Documentation Required for Payment. In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta BeltLine program, ABI requires 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. 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. In accordance with this commitment, when applying for payment, Contractor shall submit the Subcontractor/Subconsultant Utilization and DBE Participation Certification form attached hereto as Exhibit "B" and incorporated herein by this reference.

4.02 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 and in compliance with applicable statutes of the State of Georgia: (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 Plan submitted at the time of the bid response, which is incorporated herein by reference; the amount requested for any subconsultant/subcontractor in the invoice, and the amount to be paid to the subconsultant/subcontractor from such invoice (see Exhibit "B"); (ii) A DBE Invoice Summary to accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary attached hereto as Exhibit "C" and incorporated herein by this reference); (iii) Documentation required by the First Source Jobs Policy Agreement (Appendix "A"), if applicable; (iv) Such other information, documentation, certificates and materials as ABI may reasonably require.

4.1 Progress Payments

4.1.1 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.

4.1.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

4.1.3 Provided that an application for payment is received by ABI no later than the 10th day of a month, ABI shall make payment to the Contractor not later than the 60th day following the receipt 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 seventy-five (75) days after ABI receives a completed application for payment and all related support documentation.

4.1.4 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.

4.1.5 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.

4.1.5 In addition to other required items, each application for payment shall be accompanied by the following, all in form and substance satisfactory to ABI and in compliance with applicable statutes of the State of Georgia:

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/NON-DBE Vendor Participation Invoice Summary.
2. Commencing with the second (2nd) 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 Section 5.1.5.
3. Documentation required by the First Source Jobs Policy Agreement.
4. Such other information, documentation, certificates and materials as ABI may require.

4.1.6 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, less retainage of ten percent (10%). 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, if applicable;
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), less retainage of ten percent (10%);

3. Subtract the aggregate of previous payments made by ABI; and
4. Subtract amounts, if any, for which the ABI has withheld or nullified a certificate for payment as provided in the General Conditions, if applicable.

4.1.7 The progress payment amount determined in accordance with Section 5.1.6 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 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, if applicable.

4.1.8 Except as hereinafter provided, ABI shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion hereof, however, shall not be a waiver of (i) any of ABI's rights to retainage in connection with other payments to the Contractor or (ii) any other right or remedy that ABI has under the Contract Documents, at law or in equity.

Except as otherwise permitted in writing by ABI, the Contractor shall require that each subcontract provide for the retention of payments on account of progress payments equal to ten percent (10%) of the total subcontract price (the "Subcontractor Retainage"). Such amount shall be withheld from progress payments to the subcontractors until the Contractor has satisfied all conditions for Final Completion of the Work. The Contractor may request that ABI provide for an earlier release of Retainage solely for the purpose of ABI releasing and paying such Subcontractor Retainage. Such requests shall be limited to portions of the Work that have been completed in its entirety by such subcontractor in accordance with the respective subcontract agreement and this Agreement and payment on account of all such Work has been so certified by ABI.

ABI's election to provide early release of retainage for payment of Subcontractor Retainage amounts shall be determined by ABI in its absolute reasonable discretion, it being understood that the "completion of Work" performed by any such subcontractor that is the subject of such request shall not be the sole determining factor, and that ABI shall take into account, among other things, the entirety of the Work to be performed for completion of the Project, amounts which ABI may have the right to withhold pursuant to this Agreement, Contractor's obligations under the Agreement as a whole, and the aggregate of all Retainage held by ABI pursuant to the Retainage provisions above relative to unperformed Work and unresolved or potential claims that ABI may have.

4.1.9 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.

4.2 Final Payment

4.2.1 “Final Completion” of the Work shall be achieved when ABI 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 (including the release of any retainage) 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) Final releases of lien and affidavits from all subcontractors in forms reasonably satisfactory to ABI;
- (c) Final releases of lien and a final affidavit from Contractor in forms reasonably satisfactory to ABI;
- (d) Any written certifications required from Contractor and subcontractors with respect to hazardous substances, reasonably satisfactory to ABI;
- (e) 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;
- (f) 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
- (g) If required by ABI or the City, 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.

4.2.1.1 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 payable

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

4.2.1.2 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 sixty (60) 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 sixty (60) day period shall not begin to run until the last date that any such documents, materials, or data are received by ABI.

4.2.1.3 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.

4.2.1.4 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;

4.2.1.5 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

4.2.1.6 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 5. Confidentiality and Media

5.1 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.

5.2 In the event of receipt of a Georgia Open Records Act request by the Contractor, the Contractor shall immediately inform the ABI Project Manager, who shall advise the Contractor as to whether ABI will seek to prevent the dissemination of the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, the Contractor agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such

events, ABI shall bear the sole reasonable cost and expense of the Contractor in connection with any legal proceedings (excepting costs and expenses resulting from the Contractor's negligence or willful misconduct). For the purposes of this Agreement, the ABI Project Manager shall be Kristen Mansfield, Senior Landscape Architect.

5.3 The confidentiality provision contained in this Article 5 does not restrict the Contractor from disclosing the information if the information is in the public domain, if disclosure is required by law, or if disclosure is reasonably necessary for the Party to defend itself from any suit or claim. In any situation in which Contractor determines that disclosure of documents shall be made, Contractor shall first provide five (5) business days' advance written notice to the ABI personnel identified in Section 9.4. The notice shall contain a copy of the documents to be disclosed, the reason for the disclosure, and the date upon which such disclosure shall be made.

5.4 Contractor hereby advises that the personnel listed on Exhibit "D" are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated employees listed on Exhibit "D". This designated list of personnel may be amended only upon notice to and the written approval of ABI.

5.5 In order to protect and limit the dissemination of confidential information provided herein, Contractor agrees to abide by the terms contained in this Article 5 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

Article 6. Changes In Scope Of Services

ABI may, from time to time, request changes in the Scope of Service 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.

Article 7. Insurance Requirements

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").

7.1 Insurance Requirements:

- g) Statutory Worker's Compensation Insurance including waiver of subrogation in favor of Atlanta BeltLine, Inc.
- h) Commercial General Liability Insurance
 - i) \$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:

- II. 2013 or later ISO Commercial General Liability Form.
- III. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
- IV. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13
- V. Blanket Contractual Liability (included in 1986 or later forms).
- VI. Broad Form Property Damage (included in 1986 or later forms).
- VII. Severability of Interest (included in 1986 or later forms).
- VIII. Underground, explosion, and collapse coverage (included in 1986 or later form).
- IX. Personal Injury (deleting both contractual and employee exclusions).
- X. Incidental Medical Malpractice.
- XI. Sudden and Accidental Pollution Coverage
- XII. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
- XIII. Primary and Non-Contributory wording

i) 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.

j) Environmental Liability with limits of \$1,000,000 per claim.

k) Contractual Liability, subject to policy term, conditions, and exclusions.

l) 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 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.

- 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).

Article 8. Indemnification

8.1 Contractor shall, and Contractor does hereby agree to, indemnify ABI, IA and the City against, and hold, and save 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 are caused by Contractor's negligence or willful misconduct. This 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, and/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.

8.2 In any and all claims against ABI, IA or the City of Atlanta, 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 Requirements required by this Agreement 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 9. Miscellaneous

9.1 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.

9.2 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.

9.3 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 upon 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.

9.4 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, postage prepaid to the following addresses:

If to ABI: Atlanta BeltLine, Inc.
 100 Peachtree Street, NW, Suite 2300
 Atlanta, GA 30303
 Phone: (404) 477-3639
 Attn: Senior Landscape Architect

Email: kmansfield@atlbeltline.org

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

If to Contractor: _____ [Contractor Business Entity Name]
_____ [Address Line 1]
_____ [Address Line 2]
Phone: (XXX) XXX-XXXX
Attn: _____ [Name of Contractor Point of Contact]
Email: _____

9.5 ABI's Actions. Notwithstanding any other provision of this Agreement, neither ABI nor any of its employees, agents or representatives shall assume the responsibilities of Contractor nor shall Contractor presume that ABI or 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.

9.6 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.

9.7 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, age or any other protected characteristic. 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, age, or any other protected characteristic. 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, age, or any other characteristic protected by law.

9.8 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 revenue 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 one hundred twenty (120) 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.

9.9 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, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, legal challenges and governmental actions.

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.

9.10 Contractor's Personnel.

9.10.1 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 Exhibit "D" attached hereto and incorporated herein by this reference.

9.10.2 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.

9.10.3 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.

9.10.4 The Contractor shall not replace any of the personnel listed in the Contractor's submittal without the prior written approval of ABI. Due to 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.

9.10.5 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.

9.10.6 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.

9.11 First Jobs Source Policy. Contractor acknowledges that as a material part of this Agreement and obligations associated with funding for the Project that Contractor must agree to abide by the City's First Source Policy and execute a copy of the Atlanta BeltLine's First Source Employment Agreement. A copy of the Agreement is attached hereto as Appendix A.

9.12 Assignment. Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the Parties hereto, or their respective successors, assigns, and personal representatives. Notwithstanding the foregoing, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Contractor, to any entity formed or designated by ABI as its "agent" for purposes of implementing all or a portion of its responsibilities with respect to the BeltLine TAD. In such instances, ABI shall promptly advise Contractor of any such assignment and provide Contractor with the name of any replacement contact person.

9.13 Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

9.14 Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, and the other Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

9.15 Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

9.16 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

9.17 Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court of other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

9.18 Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.

9.19 Time. Time is of the essence of this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

9.20 Ethics. Contractor acknowledges that ABI's employees, directors, and officers are bound by The Atlanta BeltLine, Inc. Code of Ethics (the "ABI Ethics Code"); that Contractor has read and understood the ABI Ethics Code; and that Contractor will govern itself accordingly in all interactions with ABI's employees, directors, and officers.

9.21 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 Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit "E". 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 "F". 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 "G". Additionally, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit "H", in accordance with O.C.G.A. §50-36-1.

**(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:

CORPORATE SEAL

By: _____
Aasia Mustakeem, Assistant Secretary

APPROVED AS TO FORM:

By: _____
Michelle L. Thomas
Assistant General Counsel

Funding Source Code: _____

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

CONTRACTOR

_____ **[Name of Entity]**

By: _____
Signature

Name (Typed or Printed)

Title

CORPORATE SEAL

ATTEST:

By: _____
Signature

Name (Typed or Printed)

Title

Exhibit "A"
Scope of Services

Under the direction of the ABI Project Manager, the General Contractor (GC) will furnish all labor, insurance, supervision, equipment, materials and incidentals necessary for the construction of the proposed improvements described for the locations listed below and herein.

EXHIBIT "B"

**SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION
CERTIFICATION**

Contract: _____

Date: _____

Contract Date: _____

Total Contract Amount: _____

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

Contractor/Consultant: _____

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

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

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

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/WBE

Certification from (name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____ % Percent of Scope of Services _____ %

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

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/WBE

Certification from (name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

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

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/WBE

Certification from (name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

Ethnic Group* _____ FBE/MBE/SBE/WBE

Certification from (name of agency) _____

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

Percent of Total Contract Amount _____% Percent of Scope of Services _____%

Total Amount of All DBE Subcontractor/Subconsultant Agreements \$

Percentage Value of Total Contract _____

If the contract is completed, please indicate the total amount paid to the above Subcontractors or Subconsultants. \$ _____

Total Amount of FBE Subcontractor/Subconsultant Agreements \$

Total Amount of MBE Subcontractor/Subconsultant Agreements \$

Total Amount of SBE Subcontractor/Subconsultant Agreements \$

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

Contractor/Consultant Name:

Signature: _____ **Title:** _____

Address:

Contact Person for Contract:

Telephone No.: _____ **Email Address:** _____

EXHIBIT "C"
DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

(ON NEXT PAGE)

EXHIBIT “D”

LIST OF CONTRACTOR’S PERSONNEL

The following individuals are authorized by Contractor to work on the Scope of Services and have access to information as limited by Article 5 of this Agreement:

Exhibit "E"

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 "F"

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ____.

NOTARY PUBLIC

My Commission Expires: _____

[NOTARY SEAL]

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Sub-subcontractor

Name of Project

Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the _____ day of _____, 20 ____.

Notary Public

My commission expires: _____

[NOTARY SEAL]

APPENDIX "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c)), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:

If to Contractor: _____

Telephone: (XXX) XXX-XXXX
Attn: _____
Email: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

ATLANTA BELTLINE, INC.
a Georgia nonprofit corporation

By: _____
Clyde Higgs, President and CEO

CONTRACTOR

By: _____
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

Names/ Positions	Names/ Positions	Names/Positions
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 ¹ Hired	[]
	Total Entry Level ² New Demolition/Construction Positions ¹ Hired	[]
	Total New Demolition/Construction Positions ¹ Hired from ABT's First Source Register	[]
	Total Entry Level ² New Demolition/Construction Positions ¹ Hired from ABT's First Source Reg.	[]
Total to Date	Total New Demolition/Construction Positions ¹ Hired	[]
	Total Entry Level ² New Demolition/Construction Positions ¹ Hired	[]
	Total New Demolition/Construction Positions ¹ Hired from ABT's First Source Register	[]
	Total Entry Level ² New Demolition/Construction Positions ¹ Hired from ABT'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 Level² New Demolition/Construction Positions¹ and 20% of all New Construction¹ 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			
TOTAL			