



REQUEST FOR QUALIFICATIONS (RFQ)

NORTHWEST TRAIL FEASIBILITY STUDY

STATEMENTS OF QUALIFICATIONS (SOQ) DUE DATE:

FRIDAY, APRIL 16, 2021 at 3:00pm (EST)

VIRTUAL PRE-SOQ SUBMITTAL MEETING

WEDNESDAY, MARCH 24, 2021, 10 a.m. EST (See Pg.2)

Electronic SOQ must be labeled:

Northwest Trail Feasibility Study

Please click the link below to submit a SOQ through
Vendor Registry (VR):

[View RFQ and UPLOAD SOQ submittal here in Vendor Registry](#)

by FRIDAY, APRIL 16, 2021, NO LATER THAN 3:00 p.m. (EST)

Late bids will not be accepted

Submittals are only accepted through Vendor Registry

RFP release date: March 8, 2021

Join Zoom Meeting

<https://us02web.zoom.us/j/84679589998?pwd=Sy9DRXY2NEtjSGx1RGc5ZEdHOWtDUT09>

Meeting ID: 846 7958 9998 Passcode: 494932

One tap mobile +16465588656,, 84679589998#,,,, *494932# US (New York)

+13017158592,, 84679589998#,,,, *494932# US (Washington DC)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

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Find your local number: <https://us02web.zoom.us/u/k7CScqfKI>

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EQUITY AND INCLUSION

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.

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SECTION 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, 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. The legal document to be executed between ABI and the consultant entitled "Northwest Trail Feasibility Services Agreement," several key terms and conditions of which are summarized in Section 7.

Apparent Successful Respondent. The respondent that submits the qualifications that ABI considers the best overall expertise and value in accordance with the procedures set forth in the RFQ. The apparent successful respondent will not be awarded the contract if:

- A. The respondent fails to comply with all applicable pre-award and pre-execution requirements of the RFQ and/or contract, or
- B. ABI chooses not to award a contract, or
- C. If ABI and the most qualified respondent cannot negotiate an agreed upon fee based on the requested scope of services (at which point, ABI will begin negotiations with the next most qualified respondent).

City of Atlanta (COA). A municipality of the State of Georgia, a major funding partner and the ultimate owner of Atlanta BeltLine program assets. The City of Atlanta may also be referenced herein as the "City." For the purposes of this RFQ, the City of Atlanta is MARTA's delivery partner for the project.

Disadvantaged Business Enterprise (DBE). A DBE is a for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations. For the purposes of this solicitation, a DBE meets certain standards set by the federal government, and commonly includes Minority Owned Businesses (MBE's), Female Owned Businesses (FBE's), Small Business Enterprises (SBE's), and Women Business Enterprise (WBE's).

Design Documents. Sample data obtained during investigations, engineer produced drawings,

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

Design Engineer. The qualified person or entity that enters into an Agreement with ABI to execute the negotiated scope generally. Also referred to as the consultant.

Design Manager. The person who, on behalf of the apparent successful respondent, will be responsible for the management and integration of all design components. The design manager shall be a professional engineer (PE) who is licensed in Georgia. The design manager shall act as the engineer of record, as appropriate, and is responsible for all aspects of the design including quality and sufficiency of the end product.

Georgia Department of Transportation (GDOT). GDOT plans, designs, constructs, maintains, and improves the state's roads and bridges, and interstate highways; and provides planning and financial support for other modes of transportation including rail, transit, general aviation, and bicycle and pedestrian programs.

The Georgia Environmental Policy Act of 1991 (GEPA). GEPA principally provides for the disclosure of the environmental effects of proposed state projects. It requires that state agencies assign an official to determine whether a proposed governmental action could adversely affect the quality of the environment. See O.C.G.A. §12-16-1.

Joint Venture. 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 is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risk, and profits of the joint venture are commensurate with its ownership interest.

Major Participant. Major Participant means:

- A. The Design Engineer and any related entities,
- B. A major sub-contractor,
- C. A major sub-consultant,
- D. Any firm intended to perform 20% or more of the work of the contract and the lead designer, regardless of level of participation,
- E. Any firm providing more than the percentage specified in the project documents of the value of the environmental work and all related entities.

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

Owner. The legal or record owner of the project to be constructed.

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

Project Manager (PM). Unless otherwise stated, “project manager” means the person designated by the consultant as the project manager (or an analogous title) in its Statement of Qualifications (SOQ), 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 consultant or its subcontractors, suppliers, or manufacturers that are related to the project. Project Records may include, but are not limited to:

- A. Plans
- B. Survey drawings
- C. Survey database (electronic)
- D. Geotechnical report and recommendations
- E. Schedules and schedule updates or revisions
- F. Quality control plans and related documentation
- G. Traffic control plans and log
- H. Safety program and incident reports
- I. Equal opportunity and affirmative action records
- J. Progress meeting records
- K. Partnering records
- L. Correspondence
- M. E-mails
- N. Any other documents related to the work

Respondent. The Joint Venture or entity that submits a response (SOQ) to this RFQ.

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

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

Trail Map. The Atlanta Belt Trail Map. The BeltLine vision is that of a transportation corridor that accommodates both rail transit and trail in the same corridor as much as possible. ABI has completed some sections of the trail while making accommodation for the rail transit (**Figure A-II**). This study will investigate the northwest alignment to complete both the transit and the trail loops.

SECTION 2

PROJECT AREA AND PROJECT OVERVIEW

Atlanta Beltline Corridor Overview

The Atlanta BeltLine Corridor is a 22-mile loop of mostly old and non-active rail corridors that form a loop around the inner core of the City of Atlanta. About 80% of the corridor, comprising approximately the northeast, southeast, and southwest quadrants of the loop, has been secured by ABI for the BeltLine infrastructure, with the remaining 20% comprised of active freight rail corridors in the northwest quadrant of the loop (the CSX corridor and the Norfolk Southern (NS) corridor). New developments around that part of the City and renewed interest from other planned regional transit projects in these rail corridors, have made it prudent to reassess the most feasible alignment to connect the BeltLine infrastructure through this quadrant. The Northwest project quadrant extends from approximately the MARTA Bankhead rail station in the west and ends at the near the MARTA Lindbergh rail station in the east.

Atlanta BeltLine Trail Northwest Corridor Feasibility Study

ABI will advance and procure two separate feasibility studies, one for trail and one for transit to determine a preferred corridor for transit and a preferred corridor for trail infrastructure through the northwest quadrant of the BeltLine loop. In some locations, the trail and transit corridors may join, and in others run separately. The CSX and Norfolk Southern corridors are under consideration for use, but while ABI continues coordination with the railroad companies, there is not yet a commitment from either. This study will provide ABI and the railroad companies with conceptual design data for use in their ongoing coordination efforts. If the rail corridors are not feasible for use, or ABI and the railroad companies are unable to reach agreement, it is imperative to investigate other possible alignments outside of the rail corridors for the BeltLine trail and transit. In consideration of safety for both trail users and rail operations, the BeltLine trail alignment investigation will likely be outside of the active freight rail corridors.

This solicitation seeks to procure a team to complete a feasibility study for trail alignment in the Northwest corridor, and specifically developing alignment options and recommendations for a preferred trail alignment. The transit alignment work for the Northwest corridor will be advertised in a separate RFQ solicitation.

The Northwest Corridor Trail Feasibility Study will be funded utilizing local TAD funding.

SECTION 3**SCOPE OF WORK/PROJECT DESCRIPTION**

ABI is seeking an engineering consultant to conduct a feasibility study for the BeltLine trail alignments through the northwest quadrant of the BeltLine loop. The firm will investigate alignment alternatives adjacent to the CSX and Norfolk Southern corridors, as well as separate alignments not running adjacent to the corridors.

ABI is currently undertaking design of the BeltLine Northeast trail. The recommended northwest trail alignment must tie in with the final designed alignment of the Northeast trail and the Westside Trail. Similarly, connections to other existing or planned regional trail infrastructure such as the BeltLine Northside (Tanyard Creek) Trail, PATH 400 and Silver Comet Connector Trail shall be preserved.

DATABASE DEVELOPMENT

Conduct literature reviews, collect Baseline Data, including but not limited to:

- Any available railroad corridor information and data from the railroad companies
- Atlanta BeltLine Tier I EIS
- Established Atlanta BeltLine Typologies
- Adopted Atlanta BeltLine Subarea Master Plans
- Atlanta BeltLine Unified Plan
- Atlanta's Transportation Plan
- Adjacent trail plans, e.g., the PATH Foundation Program
- Adjacent transit plans, e.g., MARTA Clifton Corridor and GDOT Atlanta – Charlotte Passenger Rail Tier I DEIS

Conduct GIS/CAD Mapping

- Aerial photography
- Topographic mapping
- Parcel mapping
- Utility mapping
- Environmentally sensitive areas
- Programmed Capital Projects
- Private Development
- Other information as appropriate

ALIGNMENT ALTERNATIVES DEVELOPMENT AND ANALYSIS

BeltLine Northwest Corridor Trail Alignment

Develop and conduct analyses for BeltLine trail alignment alternatives for three or more scenarios comprising (final number of scenarios will be determined during contract negotiations):

- Alignment running adjacent to the CSX and Norfolk Southern corridors, and
- Alignments that do not run adjacent to the railroad corridors.

Develop and quantify performance metrics for each trail alignment alternative to address:

- Preclusions
- Access and safety
- Railroad impacts
- Property acquisitions
- Utility impacts
- Environmental impacts
- Constructability
- Operations and maintenance impacts and constraints
- Cost estimates
- Connectivity to destinations: housing, businesses, and other transit and trail systems,
- Other metrics as appropriate.

Based on the established performance matrix and input from communities and the public, the consultant will make recommendations of the preferred alignment for the BeltLine trail. For the selected preferred alignments for trail an advanced topographic, geotechnical, and an appropriate level subsurface utility exploration (SUE) survey will be advanced to address areas of constraints or design challenges.

With the refined baseline data, the team will prepare cost estimates for the trail project based on typical elements and characteristics. The team will also develop recommendations to subdivide the larger Northwest corridor project into segments, or project components, that are manageable to implement when considering logical termini, cost, schedule, and logistics.

ABI Work

ABI will assign a project manager to oversee the consultant's work and provide support as needed. Specific requirements will be determined during contract negotiations. In addition, ABI will provide community engagement coordination for public meetings as described in **Exhibit B**. The consultant will support the community engagement efforts with technical documents, presentations, staff time, and other needed items to be determined during negotiations.

Deliverables

Deliverables shall be similar to those listed in the sections above and considered to be those tangible work products to be delivered to ABI and other materials identified during final contract

negotiations. All products and deliverables resulting from this contract will become the property of ABI.

Term of Contract

ABI anticipates having the consultant begin work in May 2021. The Scope of Work shall be completed in 12 months from NTP.

Coordination with other ABI Consultant Service Agreements

Concurrent with the BeltLine Northwest Trail Feasibility Study, ABI has ongoing projects with other consultants related to design of the Atlanta BeltLine Northeast trail alignment, and an upcoming consultant solicitation for the Northwest Transit Feasibility Study. ABI expects that the awarded team or teams for this effort will collaborate with all other efforts on related trail and transit alignments.

Also, MARTA is completing the Clifton Corridor Light Rail DEIS that will share the CSX corridor from the Armour Yard area to Emory University in the east. This study will investigate impacts of that project on the BeltLine Northwest transit.

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SECTION 4

PROJECT TEAM QUALIFICATIONS AND REQUIREMENTS

In order to be considered responsive, respondents must meet and demonstrate the following requirements:

1. Must have been in business a minimum of three years (applies to the lead firm and all major subcontractors or joint venture partners).
2. Demonstrate experience in leading an engineering design team responsible for advancing multi-use trails, through areas with significant constraints such as topography, railroads and utilities, waterways, and other public and private infrastructure.
3. Demonstrate experience in managing interfaces with governmental agencies with project oversight, such as the Georgia Department of Transportation, City of Atlanta, US Army Corps of Engineers, State Historic Preservation Officer (SHPO), etc. and between jurisdictional authorities and contractors/consultants/ subconsultants.
4. Demonstrate experience supporting public engagement of trail related projects including positively mitigating negative impacts on businesses along a trail corridor, and proactively addressing stakeholder concerns.
5. Demonstrate experience performing special studies and identifying potential effects in the context of environmental analyses.
6. Demonstrate experience meeting or exceeding Disadvantaged Business Enterprise (DBE) participation through meaningful involvement and mentoring of firms (or other activities designed to facilitate the development and success of DBE firms) on prior projects.
7. Demonstrate the successful design of trail projects in a dense urban environment.
8. Proof of licensure and/or registration to perform survey and engineering services in the State of Georgia.
9. Responsiveness to all information requested in this RFQ.
10. Must not require exclusive relationships of subconsultants, except where a firm is a joint venture partner (this requirement may not be circumvented by selecting a different contractual instrument such as a purchase order in lieu of a contract).

**SECTION 5
RESPONSE SUBMITTAL REQUIREMENTS****PROCUREMENT
PROCESS**

Issuance of this RFQ is intended to produce a short-list of respondents best qualified to participate in a pre-selection interview. Only those respondents who respond to the RFQ and meet or exceed the requirements of the RFQ will be eligible.

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

DBE REQUIREMENTS

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with subcontractors with a desire to reflect diversity, equity, and inclusion in the participation of companies engaged in the Atlanta BeltLine effort. ABI strongly encourages participation by DBE Female Business Enterprise (FBE), Minority Business Enterprise (MBE) and Small Business Enterprise (SBE) in all contracts issued by ABI. ABI anticipates that as a part of a responsive response, DBE participation will be included. All Respondents shall include specific information on the role of DBEs on their team. Minority and Female Owned Business Enterprises must be certified by Georgia Department of Transportation, the City of Atlanta, the Georgia Minority Supplier Development Council, MARTA, the federal government, or the Women's Business Enterprise Network Council. SBE participants must be certified by the Small Business Administration or the City of Atlanta. Applicants must submit copies of DBE certifications for themselves or their sub-contractors with their qualifications.

The DBE goal for the project has been set at 30%. Respondents are encouraged to involve DBE firms in all aspects of the work, not just in the community engagement or outreach areas. The Respondent shall be aggressive in their outreach to DBE firms in order to ensure the established goal is met. Respondents shall be proactive in their outreach to DBE firms to ensure the established goal is met and shall submit a summary of their "good-faith" effort.

PRE-PROPOSAL

A mandatory pre-proposal virtual meeting will be held. The respondent or a project team member that will be included in the project from either the

project team lead organization, or a major subcontractor must attend this meeting for ABI to consider a consultant’s SOQ submittal.

QUESTIONS

Questions and requests for clarification regarding this RFQ must be submitted in Vendor Registry. The deadline for submitting such questions/clarifications is **March 31, 2021, by 3:00 pm EST**. An addendum will be issued in Vendor Registry if a substantive clarification is in order. All responses of a material nature will be shared with all registered firms/teams.

RESPONSE

By submitting a response, the respondent is accepting the general instructions and General Terms and Conditions found in this RFQ.

RESPONSE DUE DATE AND TIME

Responses must be received no later than the date and time and at the location specified on the cover of this solicitation. Responses received after time or date listed herein shall not be accepted or considered.

PROCUREMENT SCHEDULE

Pre-RFQ Meeting	March 24, 2021, at 10:00 a.m.
Submit Questions in VR by	March 31, 2021, by 3:00 p.m.
Submit SOQ in VR no later than	April 16, 2021 by 3:00 p.m.
Short List Interviews	TBD May 2021

SUBMITTAL REQUIREMENTS

Responses must be clear, succinct, and **not exceed 15 letter-sized pages**. Each page shall be numbered from page 1 to page 15. Cover pages, tabs, Response Forms and Attachment materials will not count toward the page limit. Respondents who submit more than the pages indicated may not have the additional pages of the response read or considered. Supplemental materials such as resumes do not apply to the maximum page count, however, please consider a minimal amount.

All submittals will be evaluated on the completeness and quality of the content. Only those respondents providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

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

- of a response.
- 1. COVER LETTER** The cover letter must include the following:
- Project title,
 - Name(s) of the person(s) authorized to represent the respondent in any negotiations,
 - Name(s) of the person(s) authorized to sign any contract that may result,
 - Contact person's name, mailing or street addresses, phone and fax numbers and email address.
- A legal representative of the respondent authorized to bind the firm in contractual matters must sign the cover letter.
- 2. FIRM DESCRIPTION** Respondent shall describe the legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the respondent's qualifications. Describe the internal procedures and/or policies associated or related to work quality and cost control. Describe the resources available to perform the work for the duration of the project. Provide the official business address and the address of the office that will manage the project, if applicable.
- 3. EXPERIENCE** Describe other projects executed by the respondent that demonstrate relevant experience and that best characterize respondent's capabilities, work quality and cost control. Also, list all public sector clients for whom you have performed similar work in the past five years. For each project mentioned, include the name, email address and phone number of a person who can be contacted regarding your performance on the project.
- When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.
- Please remember that any extensive descriptions of vaguely related projects are discouraged and could negatively impact the overall outcome of the evaluation.
- 4. PROJECT TEAM** Provide a professional resume for the key personnel, including key personnel of any major sub-consultants proposed to be assigned to the project. Resumes shall be included in the Attachments – Supporting Materials section of the response. Describe their unique qualifications and relevant experience on similar or related projects. Describe key personnel's proposed roles and responsibilities on this project.

Responses must identify a proposed project manager (PM) who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Please also list the technical lead(s) including lead project engineer, lead landscape architect, and lead environmental planner, who would be responsible for the technical quality of the project deliverables. Describe the PM's experience with managing and leading interdisciplinary teams. List other projects to which the proposed PM is currently assigned. Similarly, provide technically relevant experience for the technical lead(s) that demonstrates similar experience and expertise.

5. RESPONSE FORMS The following forms found in **Exhibit F** must be completed and submitted with the response:

- Statement of Qualifications Submission Form
- Disadvantaged Business Enterprise Utilization Plan
- Good Faith Effort Affidavit
- Certificate of Ineligible Contractors
- Form of Business
- Lobbying Certificate
- Receipt of Addenda
- Affidavit of Non-Collusion
- Contractors Affidavit
- S.A.V.E. Affidavit
- Certification of No Organizational Conflict of Interest

6. SUPPORTING MATERIAL Supporting material may include resumes and other information pertinent to the project. These pages do not apply to the response page limit but should be kept to a minimal amount if possible.

**SECTION 6
EVALUATION CRITERIA**

EVALUATION CRITERIA Each response shall be evaluated on the following criteria, weighting and maximum points as follows:

Cover Letter	15 Points
Description of Firm	25 Points
Overall Firm Experience	30 Points
Project Team Experience	<u>30 Points</u>
SOQ Submittal Maximum	100 Points

ABI will review all responsive and responsible qualifications submittals and develop a short-list of teams deemed most qualified. Only the teams short-listed will be asked to prepare a technical proposal and participate in an interview. Additional information and scoring criteria for the technical proposal and interview portion of this procurement process will be provided at the time the short-listed teams are notified. It is envisioned that interviews would be scheduled to occur within 2-3 weeks of notice.

PROTESTS

Any protest of the RFQ solicitation documents or process shall be submitted for resolution to ABI's Procurement Officer at knicholson@atlbeltline.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 prior to submission of response, shall be submitted so that it is received by ABI no later than five calendar 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. FTA Circular 4220.1F, Chapter 7.

SECTION 7**GENERAL TERMS AND CONDITIONS**

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

GENERAL TERMS AND CONDITIONS

- A. All applicable State of Georgia and federal laws, City of Atlanta and county ordinances, rules, and regulations of all agencies having jurisdiction shall apply to the Respondent and the project throughout and are incorporated herein by this reference. The Agreement with the selected Offeror, 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 proposal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under

debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA, or the City of Atlanta. If requested, the Respondent or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

- D. From the date a Respondent's submittal and proposal are received through the date a Contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions, or other changes in the configuration of its submittal and proposal without ABI's express written consent.
- E. This procurement may be canceled or any or all bids, SOQs or proposals may be rejected in whole or in part when it is in the best interest of ABI, or when funding is not available for completion of the services requested under this document. In the event that this procurement is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this procurement.
- F. Respondent's status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA, or the City.
- G. Respondent shall defend, indemnify, and hold harmless ABI, IA, and the City of Atlanta against any and all claims, judgments, or liabilities to which they may be subject because of any negligence or fault or default by the Respondent, its consultants, or sub-consultants.

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

Organizational Conflicts of Interest and Excluded Parties. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the 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 respondent shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFQ shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of **Exhibit F**, and submit it as part of its response to this RFQ. A response 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 respondent may be considered eligible to participate in this procurement.

TERMINATION OF CONTRACT

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

PAYMENT

ABI shall make payment within (60) to (75) days upon receipt, inspection and acceptance of the work and all required documentation by ABI. This term shall not be subject to modification.

INSURANCE

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

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

b) Commercial General Liability Insurance

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

The following additional coverage must apply:

- A. 2013 or later ISO Commercial General Liability Form.
- B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)

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

c) Automobile Liability Insurance

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

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

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

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

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

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

j) Insurance company, except worker's compensation carrier, must have an A.M. Best rating of A- VII or higher. Certain worker's comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided

that the Consultants' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance company must be authorized to do business by the Georgia Department of Insurance.

- k) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- l) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The general liability and auto liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.
- m) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.
- n) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.
- o) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

Code of Ethics. The ABI Code of Ethics applies to this solicitation. The Code of Ethics is included as **Exhibit D**.

Change of Team Members or Key Personnel. Inasmuch as respondents and/or teams will be judged based on their response to the RFQ, any subsequent changes to the organization that was rated by the evaluation committee may result in a different ranking of the respondent and/or may result in their failing to be determined to be qualified to perform the work. In order for a respondent to remain qualified to submit a proposal, the consultant or a joint venture team identified in the response to the RFQ must remain on the team for the duration of the procurement process and any subsequent contract award. Any changes to key personnel must be approved by ABI prior to assigning the key personnel to perform any work.

ADDENDA AND INTERPRETATIONS

Questions by prospective Respondents as to the interpretation of the RFP document must be submitted [in Vendor Registry](#) and must be received no later than the time and date specified in the RFQ.

Every interpretation made to a Respondent will be in the form of an addendum to the RFQ document. All addenda will be posted on Vendor Registry. It is the Respondent's responsibility to find out what addenda have been issued. All such addenda shall become part of the Agreement, and all Respondents shall be bound by such addenda, whether or not received by the Respondent. Please double check Vendor Registry to ensure that you have all documents that have been issued prior to submitting your response to this RFQ.

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 RFQ. No response shall be made to inquiries received later than the time and date specified in the RFQ.

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 apparent successful respondent 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 until a contract is fully executed or the procurement is canceled or withdrawn, no bidder, respondent or offeror shall make direct contact with any member of ABI staff other than the person(s) 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 and the ABI Procurement Officer, regarding this RFQ during its pendency.

DBE PARTICIPATION

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

proposal, DBE participation will be included.

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

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

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

- **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.
- **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>.

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

ABI is an Equal Opportunity Employer.

Buy America. This solicitation is subject to the Buy America provisions of the applicable federal regulations. The consultant awarded a contract may be required to complete Buy America certifications as a part of the contract.

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

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

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

FORCE MAJEURE

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

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SECTION 8**EXHIBITS AND FORMS**

- A. PROJECT MAPS
 - I. ATLANTA BELTLINE TRAIL MAP
 - II. ATLANTA BELTLINE NW CORRIDOR FEASIBILITY STUDY AREA

- B. COMMUNITY ENGAGEMENT STRATEGY (read only)

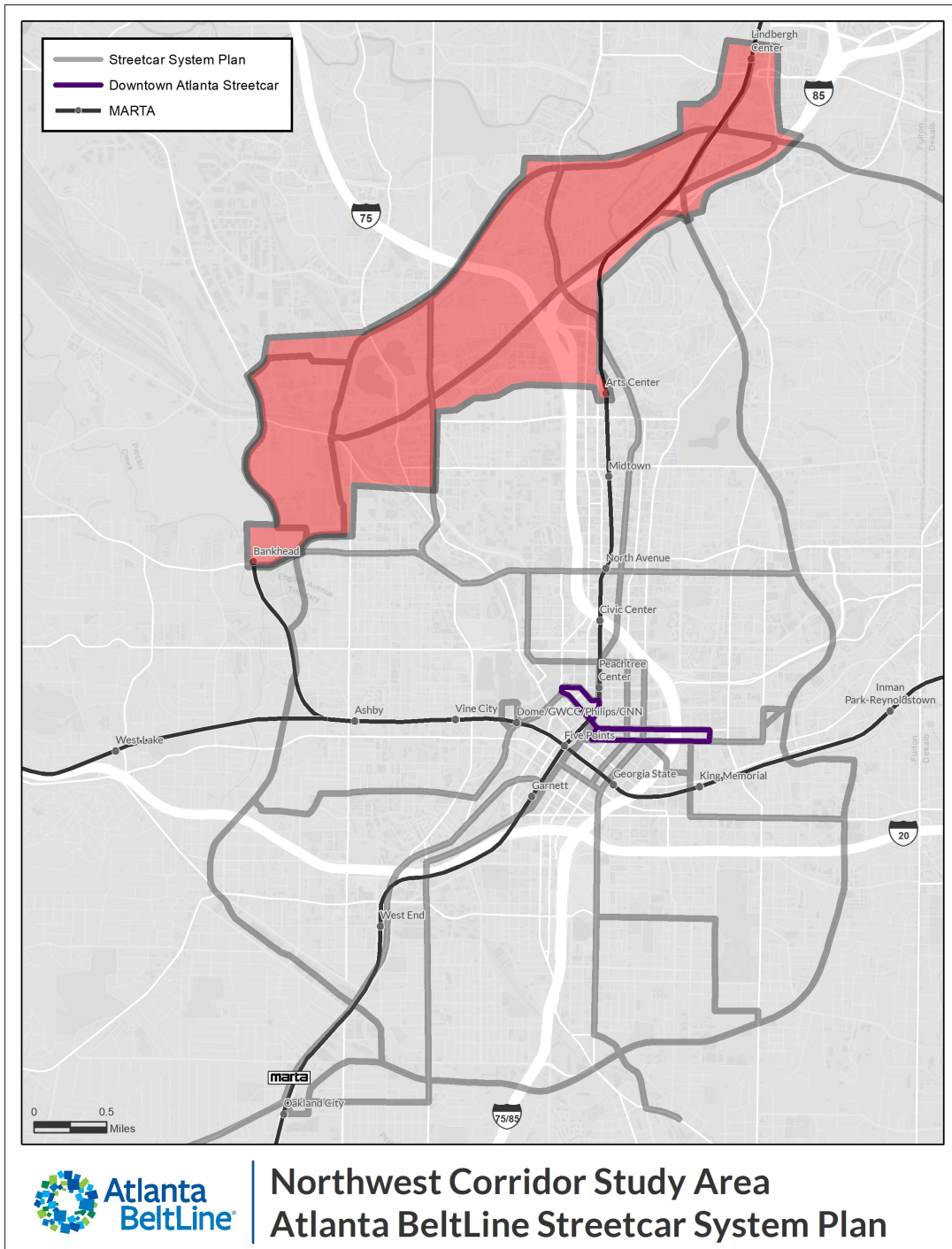
- C. ATLANTA BELTLINE INC. CODE OF ETHICS (read only)

- D. LINKS TO SUPPORTING DOCUMENTATION

- E. SUBMITTAL FORMS
 - STATEMENT OF QUALIFICATIONS SUBMISSION FORM
 - DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
 - DBE GOOD FAITH EFFORT AFFIDAVIT
 - CERTIFICATION FORM
 - FORM OF BUSINESS
 - LOBBYING CERTIFICATE
 - RECEIPT OF ADDENDA
 - CONTRACTOR'S AFFIDAVIT FOR O.C.G.A. § 13-10-91(b)(1)
 - AFFIDAVIT OF NON-COLLUSION
 - O.C.G.A. § 50-36-1(e) (2) S.A.V.E. AFFIDAVIT
 - CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

APPENDIX A: SAMPLE FORM OF AGREEMENT

Figure A-I: Atlanta BeltLine Northwest Trail Feasibility Study Area



Map created by ABI GIS • November 4, 2019 • Task ID 323 • Data Sources: Base Map - ESRI

Figure A-II: Atlanta BeltLine Trail Map

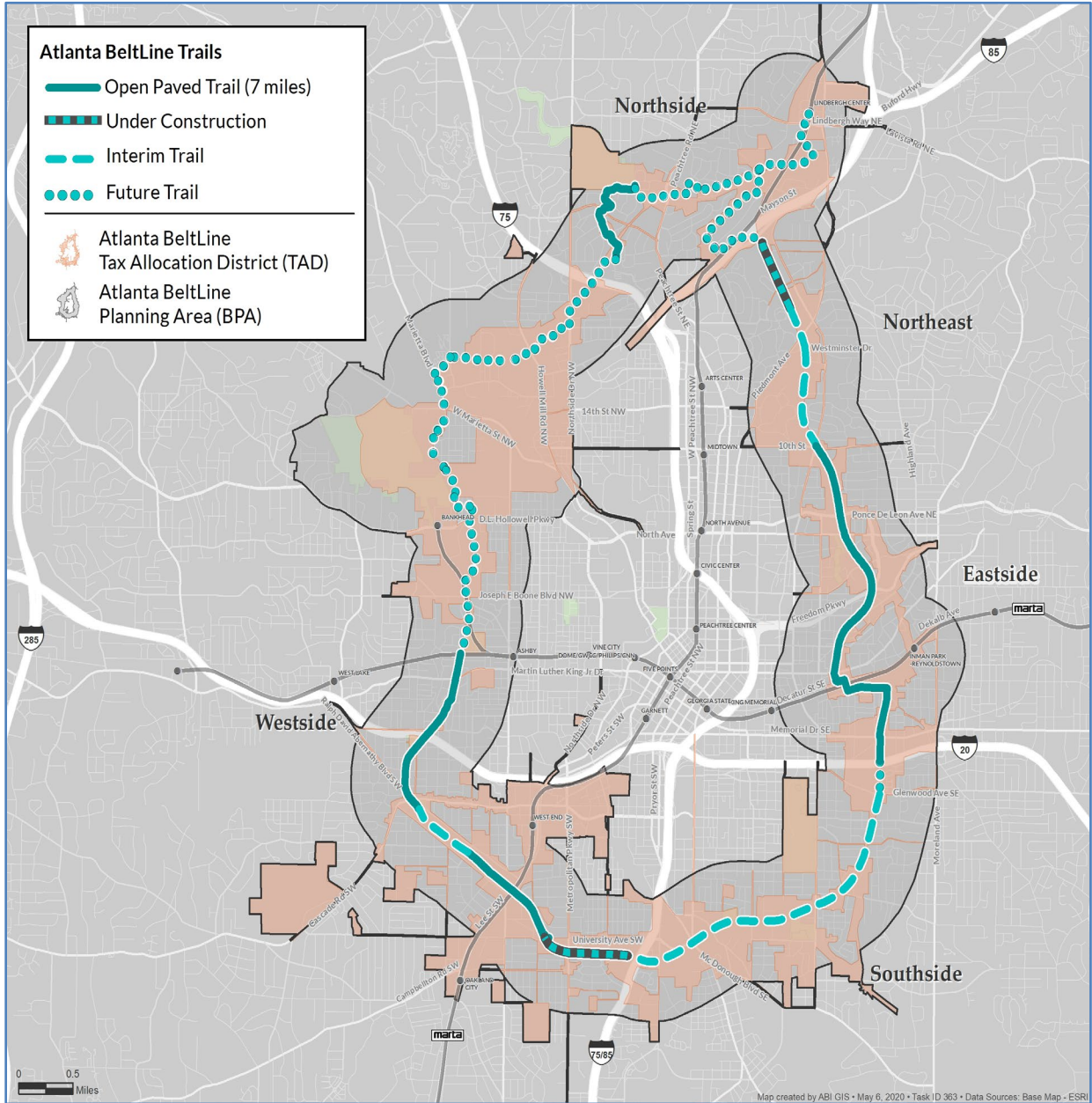


EXHIBIT B
COMMUNITY ENGAGEMENT**ATLANTA BELTLINE, INC. COMMUNITY ENGAGEMENT FRAMEWORK POLICIES**

The respondent will collaborate with the ABI community planning and engagement team and follow the ABI Community Engagement Framework and policies (will be provided to the apparent successful respondent). Collaboration includes but is not limited to assisting with content development for public meetings, meeting organization, attending public meetings, meeting summaries, public notification via email or direct mail, etc.

The respondent's approach to community engagement shall be compatible with ABI Study Group and Citywide Conversation meeting approach as outlined in the Community Engagement Framework document.

Please note that all media outreach, and social media for public meetings is handled by ABI's Office of Communications working in conjunction with the Mayor's Office and MARTA.

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EXHIBIT C
ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the Code of Ethics (the “Code”) to which employees of Atlanta BeltLine, Inc. (“ABI”) are held accountable. The Code is not intended to serve as a comprehensive rulebook but, rather, as a guide to help an individual make the ethical choice. Each employee should use good business judgment in his or her actions to prevent ethical issues.

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

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

Definitions

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

General

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

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

Fiduciary Duty

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

Conflicting Interest

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

Participation in ABI Programs

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

Participation in Celebrations

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

Requirement to Disclose

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

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

Improper Influence

No Covered Person shall attempt to use his or her position to influence any ABI

decision or action relating to an organization, entity, or activity in which he or she knows or has reason to know that he or she or a Family Member has a personal or financial interest.

Corporate Opportunity

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

Confidential Information

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

Anti-Discrimination Policy

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

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

Employee-Related Matters*Business Gifts*

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

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

Discounts

Discounts on any tickets for admission or other right of entry to any

entertainment event shall only be permitted if the discounts are made available to all employees.

Honoraria for Speeches & Articles

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

Contractual Matters

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

Code of Violations

Ethics Officer

The General Counsel of ABI shall serve as the Ethics Officer. Any violation of this Code must be reported immediately to the General Counsel. The duties of the Ethics Officer shall include:

- Review alleged violations of the Code, ABI policies, or any other law or regulation,
- Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically,
- Advise Covered Persons regarding ethics questions and concerns and,
- Propose updates to the Code, as necessary.

Reporting Violations

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

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

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



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

Investigations and Hearings

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

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

The Executive Team's decision shall be governed by the preponderance of the evidence standard.

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

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

**EXHIBIT D
LINKS TO SUPPORTING DOCUMENTATION**

Connect Atlanta Plan

<http://web.atlantaga.gov/connectatlanta/index.html>

Eastside TAD Redevelopment Plan:

http://investatlanta.com/ada_website_qa/buildDev/documents/EastsideRedevelopmentPlan.pdf

Westside TAD Redevelopment Plan:

<http://investatlanta.com/documents/WestsideRedevelopmentPlan.pdf>

AB Masterplan Subarea 4, 5 and 6 documents

<http://beltline.org/progress/planning/master-planning/>

EXHIBIT E**SUBMITTAL FORMS**

- E.1 STATEMENT OF QUALIFICATIONS SUBMISSION FORM
- E.2 DBE UTILIZATION
- E.3 GOOD FAITH EFFORT AFFIDAVIT
- E.4 CERTIFICATION FORM
- E.5 FORM OF BUSINESS
- E.6 LOBBYING CERTIFICATE
- E.7 RECEIPT OF ADDENDA
- E.8 CONTRACTOR'S AFFIDAVIT
- E.9 AFFIDAVIT OF NON-COLLUSION
- E.10 O.C.G.A. § 50-36-1(e) (2) S.A.V.E. AFFIDAVIT
- E.11 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

EXHIBIT E.1**STATEMENT OF QUALIFICATIONS SUBMISSION FORM****Atlanta BeltLine Northwest Corridor Feasibility Study**

(Name of Respondent)

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

(Instructions: Specifically list all items submitted with the SOQ, including number of narrative pages, etc. Attach or incorporate additional pages as necessary. Refer to the Project Requirements for additional instructions regarding SOQ submission.)

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

1. The respondent has received and considered complete copies of amendments numbered ___ through ____ .
2. The respondent has reviewed and considered all materials and items supplied by ABI.
3. The environmental consultant, other major participants and key personnel indicated by the respondent in its SOQ will be used on this project in the same manner and to the same extent as so indicated.
4. All of the statements, representations, covenants and/or certifications set forth in the respondent's SOQ are still complete and accurate as of the date hereof.
5. All representations and/or certifications required of the respondent by the RFQ and contract are complete and accurate.
6. This SOQ is responsive.
7. The person signing below is legally authorized to do so.



[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any: __.]

RESPONDENT

Date

[Sign in Ink]

By: _____
[Name and Title Printed]



EXHIBIT E.2

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

PROPOSAL PERCENTAGE: % _____ MBE _____ FBE _____ SBE

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

DBE Firm	Description of Work
	TOTAL

EXHIBIT E.3**GOOD FAITH EFFORT AFFIDAVIT****DBE Participation Policy**

The ABI DBE Participation Policy establishes subcontracting goals for all prospective Bidders (ITB), Offerors (RFP), and Respondents (RFQ) to 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 apparent successful Respondent shall agree to meet the established goals or must demonstrate and document a “good faith effort” to include DBEs in subcontracting opportunities. The apparent successful Respondent who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from DBEs may be denied award of the contract by ABI based on the contractor’s failure to be a “responsive” Respondent.

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 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.

Request for Qualifications: BeltLine Northwest Corridor Feasibility Study

Date _____

Name of Company _____

Printed Name of Certifying Official of Company_____
Title

EXHIBIT E.4**CERTIFICATION FORM**

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

I further certify that to the best of my knowledge the information given in response to the Request for Proposals (RFP) is full, complete, and truthful.

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

I further certify that the Offeror has not, in the immediately preceding five (5) years, been debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, nor has the Offeror been suspended, debarred, or otherwise excluded from or deemed ineligible for participation in any state or local government procurement opportunity, or from any non-governmental procurement, nor has the Offeror been notified that suspension, debarment, exclusion or ineligibility is pending.

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

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

A materially false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal 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 proposal 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



Request for Qualifications
BeltLine Northwest Corridor Feasibility Study

Subscribed and Sworn before me on this the ___ day of __, 20___.

NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT E.5**FORM OF BUSINESS**

Name of respondent: _____

Principal Business Address: _____

Phone: _____

Fax: _____

Website: _____

1. What form of business is your organization? (Check One)

 Sole Proprietorship Partnership Limited General) Corporation

2. If a corporation, when and where was your organization incorporated?

3. If a limited partnership, when and where is your organization certified?

4. If not certified or incorporated in Georgia, is your organization authorized to do business in Georgia?

EXHIBIT E.6**LOBBYING CERTIFICATE**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of **ANY** Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress with **THIS** Federal Contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: _____

Signature: _____

Name: _____

(Print)

Title: _____



EXHIBIT E.7

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: _____



EXHIBIT E.8

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

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation has submitted its qualifications to be considered for engagement 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 Consultant will continue to use the federal work authorization program throughout the Contract Term and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with Subconsultants who present an affidavit to the Consultant with the information required by O.C.G.A. §13-10-91. Consultant 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 Consultant

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: _____



EXHIBIT E.9

AFFIDAVIT OF NON-COLLUSION

Project: **Atlanta BeltLine Northwest Trail Feasibility Study**

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 SOQ; that such SOQ is genuine and not collusive or sham; that said respondent has not colluded, conspired, connived, or agreed, directly or indirectly, with a respondent or person, to put in a sham SOQ, or that such other person shall refrain from responding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the response of affiant or any other respondent, or to fix any overhead, profit, or cost element of said potential offer, or of that of any other respondent, or to secure an advantage against ABI or any other person interested in the proposed contract; and that all statements contained in said SOQ are true.

(Affiant)

Subscribed and Sworn to before me this _____ Day of _____ 2021

(Notary Public in and for)

(County)

My Commission expires _____, 20__ (SEAL)



EXHIBIT E.10

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

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

- 1) _____ I am a United States Citizen.
- 2) _____ I am a legal permanent resident 18 years of age or older.
- 3) _____ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

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

Executed in _____ (city), _____ (state).

Signature of Applicant

Date:

Printed Name of Applicant:

Sworn to and subscribed before me
This ____ day of _____, 2021

Notary Public

My commission expires: _____[NOTARY SEAL]

EXHIBIT E.11**CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST****Offeror's Name:** ("Offeror")

Offeror's attention is directed to provisions of this procurement regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Offerors are advised that certain firms will not be allowed to participate on any Offeror'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 Statement of Qualifications 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 Offeror's team (including the Offeror, 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 procurement.

Offeror shall disclose (a) any current contractual relationships with ABI or the City of Atlanta (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI board member, officer or employee, and City elected or appointed official, officer or employee, or any ABI board member, if Offeror is awarded the Contract. Offeror 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 submittal for this procurement. Offeror shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the submittal for this procurement, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or sub consultant) to Offeror or a member of Offeror'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 Offeror 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 Conflict of Interest Disclosure Statement, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my response to this solicitation 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 response is subject to disqualification and/or my contract is subject to termination.



Signature: _____

Printed Name: _____

Title: _____

Offeror Name: _____

Date: _____

APPENDIX A.**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 offerors of the executed contract agreement. The sample agreement is not inclusive of all terms, conditions or requirements of the solicitation, successful award, or final executed contract.

This **CONSULTING SERVICES AGREEMENT** (this “Agreement”) is made and entered into as of this ____ day of _____, 2020 (the “Effective Date”), by and between **Atlanta BeltLine, Inc.**, a Georgia nonprofit corporation (“ABI”), and _____ [name of consultant], a _____ [describe type of entity] duly authorized to transact business in Georgia (“Consultant”). Individually, ABI and Consultant may be referred to in this Agreement as a “**Party**” and collectively as the “**Parties.**”

WITNESSETH:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta (“IA”) has been designated by the City of Atlanta (the “City”) as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City’s BeltLine tax allocation district (the “BeltLine TAD”); and

WHEREAS, ABI has been formed by IA to coordinate the administrative, development and redevelopment activities of the BeltLine TAD; and

WHEREAS, in performing its responsibilities in coordinating the redevelopment activities of the BeltLine TAD, ABI desires to engage the services of Consultant to _____ [explain services to be provided by Consultant]; and

WHEREAS, Consultant possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which Consultant will be engaged under this Agreement; and

WHEREAS, Consultant has agreed to perform said services and ABI has agreed to accept said services.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants, representations, warranties and agreements set forth herein, ABI and Consultant hereby agree as follows:

1. Services to be Provided. The functions and services to be provided under this Agreement (the “Services”) are as described in Exhibit “A” - Scope of Services, which is attached hereto and incorporated herein by this reference. In connection with the Services, ABI and Consultant acknowledge and agree that ABI has engaged Consultant as an independent contractor, and not as an employee of ABI. Consultant is not

an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. Consultant shall be responsible for proper administration and payment of all taxes attributable to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs.

2. **Additional Services.** Professional services that are above and beyond the Services may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, Consultant agrees to provide ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying Consultant any fees or compensation for any additional services Consultant performs without the prior written consent of ABI.

3. **Compensation.** ABI shall pay Consultant a fee not to exceed _____ [SPELL AMOUNT] (\$XX,XXX.XX) [numerical amount] as full compensation for all services furnished and performed pursuant to this Agreement by Consultant, including its employees, subcontractors, and anyone working at its direction. This fee shall represent total compensation regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The fee shall be paid in periodic installments during the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date.

a) **DBE Utilization and Participation.** In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta BeltLine Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI. 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.

b) **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 the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

(i) A statement from Consultant setting forth the list of all sub-consultants/subcontractors with whom Consultant has subcontracted; the amount of each such subcontract, the DBE status and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Plan (Subcontractor/Sub-consultant Utilization and DBE Participation Form attached hereto as Exhibit "B" and incorporated herein by this reference) submitted at the time of the response to the procurement/solicitation, which is incorporated herein by reference; the amount requested for any sub-consultant/subcontractor in the invoice, and the amount to be paid to the sub-consultant/subcontractor from such invoice;

(ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Offeror Participation Invoice Summary attached hereto as Exhibit “ ” and incorporated herein by this reference),

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

If, at any time during the Contract Term, Consultant alters or decreases the level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Consultant **thirty (30)** days’ written notice.

Provided that a request for payment is received by ABI no later than the 10th day of a month, ABI shall make payment to Consultant not later than **sixty (60)** days following the receipt of the payment request and all related support documentation. If a request 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 complete request for payment and all related supporting documentation.

4. **Term.** The term of this Agreement shall begin on the Effective Date and end on _____ (the “Contract Term”), unless sooner terminated by either Party as provided herein. The Parties shall agree to a reasonable extension of the Contract Term in the event of unavoidable delays not due to the negligence or willful misconduct of the Party seeking the extension. An agreement by the Parties to extend the Contract Term in order to complete the Services prescribed in this Agreement shall not obligate ABI to make any additional payments to Consultant unless specifically agreed to in writing by both Parties.

a) Consultant shall begin the work described in the Scope of Services within five (5) days of receipt of a Notice to Proceed.

b) Consultant shall complete the work described in the Scope of Services as set forth in Exhibit “A”.

5. **Termination.** Either Party shall have the right to terminate this Agreement upon **thirty (30)** days’ written notice, with or without cause. Notwithstanding the foregoing, if Consultant fails to maintain any professional license or other certification, including licensure by the State of Georgia, ABI shall have the right to terminate this Agreement with five (5) days’ written notice. If Consultant’s services are terminated by ABI, the termination will not affect any rights or remedies of ABI then existing or which may thereafter accrue against Consultant or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Consultant will be paid only for the portion of the work satisfactorily performed through the effective date of termination as determined by ABI. Neither Party shall be entitled to recover lost revenue, special, consequential, or punitive damages, attorney’s fees or costs from the other Party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right, except as stated in Section 9(a). The Parties’ obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.

6. **Ownership of Documents.** All documents, plans, reports or other written materials of any kind prepared by Consultant in connection with this Agreement (the “Documents”) shall become the sole property

of ABI free and clear of any claims by Consultant of any kind or character whatsoever, and ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI's sole discretion, in connection with this and any other project of ABI.

7. Confidentiality.

a) Subject to any provisions in O.C.G.A Section 50-18-70, *et seq.* (the "Georgia Open Records Act") or other applicable provisions of Georgia law, it is hereby agreed by ABI and Consultant that all work and materials prepared in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by the person or persons ABI designates as its project manager in connection with the Services provided under this Agreement (the "ABI Project Manager"). The confidential information shall be used by Consultant solely in connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of Consultant (other than to personnel that have been specifically designated by Consultant, or as required by law) without ABI's prior written consent. Consultant shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by Consultant, Consultant shall immediately inform the ABI Project Manager, who shall advise Consultant 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, Consultant 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 Consultant in connection with any legal proceedings (excepting costs and expenses resulting from Consultant's negligence or willful misconduct). ABI's Project Manager for this Agreement shall be _____ [name and title of PM].

b) Consultant hereby advises that the personnel listed on Exhibit "D", attached hereto and incorporated herein by this reference, 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 consent and approval of ABI.

c) In order to protect and limit the dissemination of confidential information provided herein, Consultant agrees to abide by the terms contained in this Section 7 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

8. Insurance. In conjunction with the execution of this Agreement, Consultant shall provide evidence of worker's compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Consultant and Consultant's principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Consultant 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;
 2. The following additional coverage must apply:
 - A. 2013 or later ISO Commercial General Liability Form.
 - B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
 - C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
 - D. 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. Personal Injury (deleting both contractual and employee exclusions).
 - H. Incidental Medical Malpractice.
 - I. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
 - J. Primary and Non-Contributory wording.
- c) Automobile Liability Insurance
1. \$1,000,000 combined single limit of liability per accident for bodily injury and property damage.
 2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
 3. Additional Insured Endorsement
 4. Waiver of Subrogation Endorsement
- d) Contractual Liability, subject to Policy Term, Conditions and Exclusions.
- e) Insurance company must be authorized to do business in the State of Georgia.
- f) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta BeltLine, Inc., the City of Atlanta, and Invest Atlanta.
- g) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).

- h) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Consultants' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.
- i) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.
- j) Consultant shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Consultant will be primary over any insurance program carried by ABI.
- k) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate Contractors, and subcontractors.
- l) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Consultant.
- m) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

9. Miscellaneous Provisions.

a) Indemnification. Consultant shall, and Consultant does hereby agree to save, hold harmless from, and indemnify ABI, IA, and the City against any and 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, and which arise in connection with the services provided and Consultant's performance of the Scope of Services, or any of them, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by any default, negligence or willful misconduct of ABI, IA or the City. In no event shall the indemnification in this section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any

insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

b) 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 Consultant, 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 Consultant of any such assignment and provide Consultant with the name of any replacement contact person.

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

d) 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.

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

f) 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.

g) 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.

h) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, addressed as follows:



If to ABI:

Atlanta BeltLine, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attn: _____
Phone: (404) 477-XXXX
Fax: (404) 477-3006
Email: xxxxxxxx@atlbelpline.org

With a copy to:

Atlanta BeltLine, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attn: Michelle L. Thomas, Assistant General Counsel
Phone: (404) 477-3690
Fax: (404) 477-3006
Email: MThomas@atlbelpline.org

If to Consultant:

_____ [Name of Consultant/Entity]
_____ [Address Line 1]
_____ [Address Line 2]
Attn: _____ [Contact person's name & title]
Phone: (XXX) XXX-XXXX
Email: _____

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or Consultant to any one of the others shall also be given to all of the others. ABI or Consultant may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

- i) Changes in Key Personnel. If at any time during the Contract Term, Consultant changes the composition of any firm, team, or personnel identified in its response to the RFP that served as the precursor to this Agreement without the express written consent of ABI, ABI shall have the right to terminate this Agreement by giving Consultant thirty (30) days' written notice. In the event that ABI receives a request from Consultant to change its Key Personnel, and the request is granted, ABI shall have the right to select the person or firm that will complete the work described in the Scope of Services.

j) 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.

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

l) 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.

m) Contractor/Consultant and Subcontractor/Sub-consultant Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its 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" and incorporated herein by this reference. 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" and incorporated herein by this reference. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit "G" and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit "H" and incorporated herein by this reference.

10. Media. Consultant shall not communicate any information related to this engagement and the work in connection herewith to any public officials, governmental bodies, press, media or any other public or private news medium, without the written consent of the ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI Project Manager. If approved, ABI will coordinate with Consultant in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, Consultant shall not communicate any information related to the Atlanta BeltLine to government officials, the press, publications and other media, or press releases.

11. Conflicts. ABI and Consultant recognize that given the business of Consultant and the scope of the Atlanta BeltLine Program there may be other clients or potential clients of Consultant related to the Atlanta BeltLine Program. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, Consultant shall fully disclose to ABI any of its existing clients in connection with the Atlanta BeltLine Program and on an ongoing basis disclose and keep ABI advised of any

clients or potential conflict issues that may arise in connection with any Atlanta BeltLine Program related engagement. Upon being advised of a potential conflict from Consultant, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with Consultant to resolve any conflicts.

12. Consent to Jurisdiction, Waiver of Jury Trial. Consultant hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of Georgia, for any proceeding or dispute arising out of this Agreement. All service of process will be delivered to Consultant's authorized agent for service of process, or at such other address as Consultant may have designated in writing to ABI, and service so made shall be deemed to be completed in accordance with the applicable laws of the State of Georgia. To the extent permitted by law, Consultant voluntarily and knowingly waives trial by jury and waives any objection which it may have based on lack of jurisdiction or improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or Consultant, and Consultant consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

13. Authorization. Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.

14. Equal Opportunity. Consultant 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. Consultant 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination. Consultant and all subcontractors and subconsultants shall, in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or any other characteristic protected by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATLANTA BELTLINE, INC.
a Georgia nonprofit 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: _____

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

CONSULTANT:

[name of consultant]

By:

Signature

Name (Typed or Printed)

Title

(CORPORATE SEAL)

ATTEST

By:

Signature

Name (Typed or Printed)

Title

EXHIBIT “A”**SCOPE OF SERVICES**

Consultant shall perform the following services as directed by ABI and in accordance with the schedule set by ABI:



EXHIBIT "B"
**SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION
CERTIFICATION**

Contract: _____
Contract Date: _____
Total Contract Amount: _____

Date: as of _____

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

Contractor/Consultant: _____

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

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

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

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

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

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

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



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

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

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

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

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

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

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

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

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

Subcontractor/Subconsultant Name: _____

Address _____

Phone _____ Contact Person _____

Email address: _____

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

Work to be Performed _____

Amount awarded \$ _____ Amount received \$ _____

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

Subcontractor/Subconsultant Name: _____

Address _____



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 _____ %

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 OFFEROR PARTICIPATION INVOICE SUMMARY**

(ON NEXT PAGE)



DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

ABI/INTERNAL ROUTING

Project Manager _____
 Legal _____
 Accounting _____

Date _____
 Invoice # _____
 Contract Name _____
 Contract Amount _____
 Amendment Amount _____

Project _____
 Prime Contractor _____
 Address _____

VENDOR	CURRENT INVOICE		ACTUAL DBE/NON-DBE Participation on this Inv		ORIGINAL DBE/Non-DBE Contract/Amendment		% TOTAL PAYMENTS (Paid)	AMOUNT PAID TODATE
	AMOUNT	STATUS	%	AMOUNT	%	AMOUNT		
	\$0					\$0.00	\$0.00	\$0.00

REQUESTED BY _____
 APPROVED BY _____
 FINANCE DEPT _____

DATE _____
 DATE _____
 DATE _____

EXHIBIT “D”**LIST OF CONSULTANT’S PERSONNEL**

The following individuals are authorized by Consultant to work on this engagement and have access to information as limited by Section 7 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 _____, 202__.

NOTARY PUBLIC



My Commission Expires: _____ [NOTARY SEAL]

**EXHIBIT “H”
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]