

REQUEST FOR PROPOSALS
FOR
PROGRAM MANAGEMENT SERVICES

FC-8381



ATLANTA, GEORGIA

JO ANN J. MACRINA, P.E.
Commissioner
Department of Watershed Management

ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement

FC-8381, Program Management Services

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CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

September 28, 2015

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement (“DOP”), a proposal for FC-8381, Program Management Services. The City of Atlanta (the “City”) is soliciting proposals for a Department-wide Program Management Services Consulting firm to support and to enable successful implementation of Department of Watershed Management’s Capital Improvement Program (“CIP”) and asset investment in accord with strategic asset management principles.

A **Pre-Proposal Conference** will be held on **Thursday, October 8, at 2:00 P.M. EDT**, at Two City Plaza, 72 Marietta St., Second Floor Auditorium, Department of Watershed Management, City of Atlanta, Atlanta, GA 30303. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Watershed Management, Office of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are strongly encouraged to attend the Pre-Proposal Conference.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Tuesday, October 13, 2015, at 2:00 P.M. EDT**.

Your response to this Request for Proposals (“RFP”) must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EDT, Monday, October 26, 2015**.

****ABSOLUTELY NO PROPOSALS WILL BE ACCEPTED AFTER 2:00 P.M. EDT****

Proposals will be publicly opened and read at 2:01 P.M. EDT on the respective due date in Suite 1900 (1st Floor), 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.



This RFP is being made available by electronic means. If accepted by such means, then the proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number, email address, and the project number to LaVern F. Tate, Esq., Contracting Officer, at lfate@atlantaga.gov in order to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued and may deem you non-responsive.

This RFP may also be obtained from the Department of Procurement, Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of \$55.00 per package, beginning on Monday, September 28, 2015. All purchased solicitation documents include a solicitation package; scope of work booklet and full size drawings (if applicable).

If you have any questions regarding this project, please contact LaVern F. Tate, Esq., Contracting Officer, at (404) 865-8996 or by email at lfate@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at (404) 330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,



Adam L. Smith

PART 1

INFORMATION AND INSTRUCTIONS TO
PROPOSERS

Part 1; Information and Instructions to Proponents

- 1. Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (the “City”), on behalf of its Department of Watershed Management (“DWM”), is for a Department-wide Program Management Services Consulting firm to support and to enable successful implementation of DWM’s Capital Improvement Program (“CIP”) and asset investment in accord with strategic asset management principles.
- 2. Scope of Services:** A more detailed Scope of Services (“SOS”) sought in this procurement is set forth in Exhibit A– Scope of Services attached to the Services Agreement (“Services Agreement”); Contract No. **FC-8381; Program Management Services**, included in this RFP at Part 5.¹
- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
- 4. Minimum Qualification; Authority to Transact Business in Georgia:**
 - 4.1. A Joint Venture is required for this RFP.
 - 4.2. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
 - 4.3. Each Proponent must be able to demonstrate experience with a minimum of one (1) reference program involving United States Environmental Agency (USEPA) Consent Decree requirements.
 - 4.4. Each Proponent must demonstrate experience that occurred within the past seven (7) years (of the RFP date) on at least two (2) capital water/wastewater infrastructure programs with a value of at least Fifty Million Dollars (\$50,000,000.00). At least one of the JV member firms shall have been the lead entity in the delivery of the programs which they are identifying in their Proposal as relevant experience.
 - 4.5. Proponent joint venture team must include at least one JV team member certified by the City as a Minority or Female Business Enterprise.
- 4. No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

- 5. Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, **no later than 2:00 P.M. EDT** (as verified by the Bureau of National Standards) on **Monday, October 26, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.
- 6. Proposal Guarantee:**

 - 6.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of **One Hundred Thousand Dollars and Zero Cents (\$100,000.00)**. At the option of the Proponent, the Proposal Guaranty may be a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B Insurance and Bonding Requirements attached to the Services Agreement included in this RFP. The Proposal Guarantee should be provided by the Proponent Joint Venture members or entity(s) regardless of allocation of ownership between participating parties.
 - 6.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within the time specified within the Notice of Award, the City will retain the Proposal Guarantee as liquidated damages and not as a penalty.
- 7. Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Thursday, October 8, 2015 at 2:00 p.m. EDT**, in the Department of Procurement's Bid Room, Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly. Please note that this is in accordance with and in addition to any requirements as defined and available under the performance bond as enumerated in Paragraph 11 and Appendix B.
- 8. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, LaVern F. Tate, Esq., Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 589-5857 or e-mail lftate@atlantaga.gov **on or before Tuesday, October 13, 2015**. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/procurement> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having

to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

- 9. Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
- 10. Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]"
- 11. Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in Appendix B, Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
- 12. Applicable City OCC Programs:** The City's Office of Contract Compliance ("OCC") Programs applicable to this procurement are set forth in Appendix A, Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
- 13. Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3; Proponent Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2; Certification of Bonding Ability** indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.
- 14. Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the names and addresses of any proposed subcontractors that may be listed in the Proposal and to submit other material information relative to proposed

subcontractors. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

15. Examination of Proposal Documents:

15.1. Each Proponent is responsible for examining, with appropriate care, the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

15.2. Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

15.3. The City may, in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued addendum.

15.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4. A notarized JV members' authorized representative's signature should appear on Form 5 in the Non-corporate signature block.

16. Oral Presentations and Demonstrations: All responsive Proponents may be required to make an oral presentation of their Proposal to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the Scope of Services. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.

17. Cancellation of Solicitation: This solicitation may be cancelled in accordance with the City's Code of Ordinances.

18. Award of Agreement; Execution: If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

19. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**IIREA**" or "**the Act**"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration

with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (**Form 1**), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted on the top of Volume II of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (**Form 1**) on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (**Form 1**). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (**Form 1**) precedes the Affidavit. Each JV member entity or partner is required to execute Form 1, IIREA.

20. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the SOS in its entirety or by components. Multiple awards may be made on the total SOS or components of the SOS.

21. Conflict of Interest: The Parties agree that it shall be considered a conflict of interest for the Consultant to provide to the City design services, engineering services, construction management services and/or services similar to the Services described in this Agreement in connection with the Department of Watershed Management, pursuant to any agreement outside of this Agreement and during the term of this Agreement; provided, however, that Consultant shall not be precluded from participating (as a proponent, bidder, or proposed subconsultant) in a competitive procurement for design services, engineering services, construction management services similar to the Services described in this Agreement so long as the Consultant was not involved in the creation of the RFP or RFQ Agreement for such services occurring during the term of this Agreement and the Consultant does not enter into any agreement for such above described services prior to the termination or expiration of the Agreement. Additionally, the following shall apply:

- a. The Consultant, or any individual joint venture partner of a joint venture constituting the makeup of the Consultant under this Agreement, or any subconsultant performing Services under this Agreement shall not be permitted to provide services, as a Service Provider, joint venture partner, contractor/sub-contractor, consultant/subconsultant, for any Task Orders involving Services performed under any of the following contracts: FC-7383 Architectural, Design and Engineering Services, Contracts A, B, C, D, E, and F.

22. Other Solicitations: The City reserves the right to issue RFP's for other on-demand professional services, including generically-defined projects or groups of projects.

23. Joint Ventures: Proponents will be required to form a Joint Venture ("JV"). Each party to the JV will be required to fully complete each form in the required submittals except for the Insurance Ability and Bond Ability forms, Addenda Acknowledgement (Complete section entitled Non-Corporate), and Proponent Contact Directory. Forms completed to satisfy Appendix A, Office of Contract Compliance, requirements should be completed as instructed therein.

PART 2

CONTENTS OF PROPOSALS AND REQUIRED SUBMITTALS

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. Informational Proposal; and
 - 1.2. Cost Proposal - Proposal Fee Schedule (Form provided by City at Part 5; Draft Master Professional Services Agreement; Exhibit A.2). Exhibit A.2 will become part of the Master Professional Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement. The intent of Exhibit A.2 is to set forth the negotiated agreement between the successful Proponent, if any, and the City concerning the base employee classifications required to provide Services under the Master Professional Services Agreement and the fully burdened hourly billing rates applicable to Services provided by such employee.
2. **Informational Proposal:** An Informational Proposal is comprised of two (2) sources of information:
 - 2.1. Volume I, information drafted and provided by a Proponent; and
 - 2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

The Informational Proposals must be tabbed as indicated to reflect the sections listed in the below Outline.

3. **Information Required to Be Included in Informational Proposal:**
 - 3.1. Summary: The following is a summary of information required to be contained in an Informational Proposal:
 - 3.1.1. Information Drafted and Provided By a Proponent: This information should be included in **Volume I** of the Proposal:
 - 3.1.1.1. Executive Summary;
 - 3.1.1.2. Organizational Structure/JV Capacity and Organization Chart;
 - 3.1.1.3. Experience and Qualifications of Key Personnel;
 - 3.1.1.4. Overall Experience, Qualifications and Performance on previous similar projects by JV members and Subcontractor/Subconsultant Proponents;
 - 3.1.1.5. Management Plan;
 - 3.1.1.6. Quality Control Approach; and
 - 3.1.1.7. Document Controls.
 - 3.1.2. Information Provided by a Proponent on Forms Provided by the City: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1. Forms attached to this RFP at Part 4: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1.1. Form 1; Georgia Illegal Immigration Reform and Enforcement Act (IIREA) Form;
 - 3.1.2.1.2. Form 2; Contractor Disclosure Form and Questionnaire;
 - 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
 - 3.1.2.1.4. Form 4.1; Certification of Insurance Ability;

- 3.1.2.1.5. Form 4.2; Certification of Bonding Ability;
- 3.1.2.1.6. Form 5; Acknowledgment of Addenda;
- 3.1.2.1.7. Form 6; Respondent Contact Directory;
- 3.1.2.1.8. Form 7; Reference List;
- 3.1.2.1.9. Form 8; Proposal Bond;
- 3.1.2.1.10. Form 9; Required Submittal Checklist;
- 3.1.2.1.11. Appendix A; Office of Contract Compliance Submittals;
and
- 3.1.2.1.12. Authority to Transact Business in the State of Georgia.

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.1.2.2. Forms attached to Master Professional Services Agreement attached to this RFP at Part 5:

- 3.1.2.2.1. Exhibit A.2- Proposal Fee Schedule (**This should be included in a separate sealed envelope and labeled “ Proposal Fee Schedule”**);
- 3.1.2.2.2. Appendix A; City’s OCC Programs; Office of Contract Compliance Submittals;

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1. Executive Summary – 5 page maximum (Tab in Volume I)

3.2.1.1. Letter of Transmittal: The executive summary must include a letter with the Proponent’s name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into an Agreement with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent’s approach to providing the services solicited in this RFP including any initiatives you plan to implement to benefit Department of Watershed Management (DWM).

3.2.1.2. Detailed Executive Summary: The purpose of the Detailed Executive Summary is to provide an overview of the Proponent’s qualifications to accomplish the RFP. At a minimum, the Detailed Executive Summary must contain the following information:

- 3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
- 3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team related to the successful completion of Capital Improvement Projects or Capital Improvement Programs. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;
- 3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the roles and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm is aware of all requirements set forth in the RFP and concurs with the role and responsibility Proponent has described; and
- 3.2.1.2.4. Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent's team has an open dispute with the City or is involved in any litigation associated with work in progress or completed work in either the private or public sector during the past five (5) years.

3.2.2. Organizational Structure/ JV Capacity and Organization Chart – 12 page maximum, 11x17 size paper allowed for charts (Tab in Volume I): The

Proponent's Organizational Structure Section of the Proposal should be in graphical and narrative format. Charts must contain the following information:

- 3.2.2.1. Proponents must provide an integrated structure with names of the proposed candidates to fill the functions anticipated to be needed at inception of Agreement.
- 3.2.2.2. Proponents must provide an organizational chart to include the JV organizational structure, including JV management team, Key Personnel, plus any "bench strength" that may be available for possible expansion of Services in the future.
- 3.2.2.3. Limit bench strength names and resumes to ten (10) or less, and restrict the services that they could perform to the Services being solicited in this agreement. Provide a narrative description of the role assigned to all proposed bench strength personnel and place this in the appendix.
- 3.2.2.4. Also provide a description of the Proponent's Management organization in narrative format. The narrative should provide a description of the Proponents' views on how it will provide the

Services, as well as describe the relationship of its Key Personnel to that of the Principal-in-Charge and other key members of the management team. Describe how this organization will facilitate managing the Services requested and how an efficient flow of information will be realized to ensure all services are fully coordinated within the organization.

- 3.2.2.5. Provide the percent availability and percent commitment of Key Personnel to Program Management Team Tasks.

3.2.3. Experience and Qualifications of Key Personnel– 3 page maximum (Tab in Volume I):

- 3.2.3.1. Identify and provide bios for the following Key Personnel positions, which are considered the leadership team and included in program delivery for the Proponent:
 - 3.2.3.1.1. Program and Management Team:
 - 3.2.3.1.1.1. PMS Program Manager;
 - 3.2.3.1.1.2. Program Director; and
 - 3.2.3.1.1.3. Project Controls/Financial Task Manager.
- 3.2.3.2. Provide experience matrix with qualifications, certifications and project or program experience for all Key Personnel that will be involved in the specific Scope of Services listed in the RFP. Key Personnel are anticipated to be the named staffers who will be involved in the delivery of specific tasks enumerated herein.
 - 3.2.3.2.1. Resumes for Key Personnel should be placed in an appendix.
- 3.2.3.3. Delineation of the roles assigned to the team members (Key Personnel, Subcontractor/Subconsultants, and bench strength) shall be clearly indicated on the Organization Chart and experience matrix. (11 x 17 allowed).
- 3.2.3.4. Provide bios in an appendix for additional services staff identified to accomplish tasks in the Scope of Services. The additional services positions will be requested and assigned through the Work Authorization process. Resumes related to these positions are not required for submission at this time. However, the resumes are a requirement of the Work Authorization process.
- 3.2.3.5. Resumes should be no more than three (3) pages and should be organized as follows:
 - 3.2.3.5.1. Name and Title;
 - 3.2.3.5.2. Professional Background;
 - 3.2.3.5.3. Current and Past Relevant Employment;
 - 3.2.3.5.4. Education;
 - 3.2.3.5.5. Licenses and Certifications;
 - 3.2.3.5.6. List of (3) Relevant projects, including:
 - 3.2.3.5.6.1. client name;
 - 3.2.3.5.6.2. project description;
 - 3.2.3.5.6.3. project value;
 - 3.2.3.5.6.4. role of the individual;

3.2.3.5.6.5. the original contract schedule to start and complete the project; and the actual start and completion dates of the project;

3.2.3.5.6.6. budget and actual completion cost; and

3.2.3.5.6.7. reference contact.

3.2.3.6. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Personnel during the course of the project, Proponent must describe its back-up personnel plan and have prior written approval for the said change.

3.2.4. Overall Experience, Qualifications and Performance on previous similar projects by JV members and Subcontractor/Subconsultant Proponents—14 page maximum (Tab in Volume I):

3.2.4.1. Describe the Proponent's (JV member firms and subconsultant/subcontractor Proponents) experience and qualifications in program management services as widely described in the Scope of Services. Proponent must provide a narrative description of three (3) projects demonstrating capability and qualifications in all areas identified below and each project should encompass a combination of several of the following areas of expertise listed in the below subsections and qualifications contemplated by the Scope of Services. The selected projects must demonstrate the proponent's experience and qualifications to oversee the implementation and management of both water and wastewater related projects with a value of \$50,000,000.00 or more as described in the Scope of Services.

3.2.4.1.1. Provide specific experience in Capital Improvement Programs at a municipal, county or state level involving water/wastewater infrastructure.

3.2.4.1.2. Proponent shall demonstrate experience that occurred within the past seven years (7) (of the RFP date) on at least two (2) capital water/wastewater infrastructure programs of a size, complexity and cost magnitude comparable the DWM program. At least one (1) of the Proponent's reference programs shall demonstrate experience with USEPA Consent Decree requirements. Proponent's experience must demonstrate a proven approach to regulatory compliance management allowing timely achievement of all requirements of the Consent Decree. At least one of the JV member firms shall have been the lead entity in the delivery of the programs which it is identifying in the Proposal as relevant experience.

3.2.4.1.3. Describe other experience that was performed by the Proponent on projects or programs of comparable scope and nature to the Scope of Services as defined herein.

- 3.2.4.1.4. List Proponent's experience working together and working in a blended, integrated team environment on projects of a similar size, scope and duration. Also provide Proponent's experience working with the City and DWM.
- 3.2.4.1.5. Submit an experience matrix for the Proponent-describe the work the team members (Key Personnel and Subcontractors/Subconsultants) [by firm] have performed on similar water and wastewater projects.
- 3.2.4.1.6. Demonstrate specialized experience and technical competence of the organization in connection with the type of service required.
- 3.2.4.1.7. Provide experience in Project Management.
- 3.2.4.1.8. Provide experience in Project Controls Services.
- 3.2.4.1.9. Provide experience in Estimating Services.
- 3.2.4.1.10. For project or program experience included in this Section 3.2.4., provide the following information, and other additional information deemed appropriate by the Proponent:
 - 3.2.4.1.10.1. The name of the program, the owner, and the program location.
 - 3.2.4.1.10.2. A description of the program (including, size, project/contract value, time and duration and a summary form any deviation from the original contract) and the work/roles performed by the various firms. Provide owner's reference for each program experience provided, including name, position, address, e-mail and telephone number.

3.2.5. **Management Plan – 10 page maximum (Tab in Volume I):** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following, demonstrating an understanding of the goals and objectives of the Department of Watershed within the context of the required services:

- 3.2.5.1. Proponent's approach to team leadership.
- 3.2.5.2. How the Proponent will develop and provide:
 - 3.2.5.2.1. a projected transition and implementation plan;
 - 3.2.5.2.2. innovative management tools/techniques, as applied to the scope of services and how the innovations will benefit DWM;
 - 3.2.5.2.3. ensure proper communications among pertinent project team members;
 - 3.2.5.2.4. assure the City that the Scope of Services will be kept within any established time and budget constraints;
 - 3.2.5.2.5. establish and maintain the necessary cooperative relationships;

- 3.2.5.2.6. coordinate all necessary program activities within that team relationship;
- 3.2.5.2.7. staffing integration and skills transfer; cross training of program and DWM staff among task activities; and transition planning and implementation;
- 3.2.5.2.8. Ability to quickly react to increasing/decreasing needs and depth/strengths to meet DWM's requirements; and
- 3.2.5.2.9. Proponent's proposed method to:
 - A. Identify and resolve issues during the project duration; and
 - B. Make critical decisions.

3.2.6. Quality Control Approach – 10 page maximum (Tab on Volume 1): Describe the Proponent's approach and program for ensuring quality control and communication within its own team structure, in consideration of the merging of companies for this assignment. Further describe how this internal quality control initiation will translate into quality control for Services provided to the City. Describe the means and methods that will be utilized to assure delivery of the Scope of Services within schedule and budget. Detail the Quality Assurance/Quality Control (QA/QC) process that will be used in the delivery of this largely labor services contract.

3.2.7. Document Controls – 5page maximum (Tab on Volume 1): Consultant services will include necessary resources for the establishment, maintenance and operation of a central Documents Control program. Consultant staff will ensure all documents processed include the Project number, any pertinent reference number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFI's), to and from parties or other control administration as needed. Consultant will ensure that Document Control is included on the distribution of all Program related documents. The Proponent should specify how documents are delivered and how timing of this delivery is accomplished as defined on a Work Authorization.

3.3. Proposal Labor Fee Schedule. Each Proponent must submit a list of billing rates in a separate sealed envelope using the form provided by the City at Part 5: Services Agreement: Exhibit A.2: Fee Schedule – Program Management Services, Key Personnel for the identified key persons. The Billing Rates must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Billing Rates shall serve as the baseline for final fee negotiation with the City and be based on the audited and verifiable field overhead/multiplier rates included in Exhibit A.2 below. Please note and keep in mind, that DWM is providing the office space, furnishings, land lines, email and data servers for all full-time staff. (Submit one (1) stamped "Original" and seven (7) copies in a separate envelope). The billing rate is not a factor in the selection criteria, and therefore, will not be used in evaluating the Proposals or determining the successful Proponent.

- 3.3.1. The labor cost proposal shall be based on the labor categories and qualifications established within Exhibit A.2 to this Scope of Services. Identify the suggested labor category from Exhibit A.2 for all full-time Key Personnel being proposed.
- 3.3.2. The Proponent shall identify hourly rates by labor category. Rates shall be fully burdened billing rates to include all overhead and profit, at the JV members and subcontractor/subconsultant Proponent levels and shall take into account that DWM is providing the office space, furnishings, land lines, email and data servers for all full-time staff. Separate markups for Subcontractor/Subconsultant Proponent labor will not be allowed.
- 3.3.3. Proponents are encouraged to offer creative ideas for performance and management of the task activities, including staffing levels and labor categories, within the Management plan section of the proposal where they can show savings on behalf of DWM.

4. **Submission of Proposals:**

- 4.1 A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8381, Program Management Services**, and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. All Proposals must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, Georgia 30303-0307

- 4.2 A Proponent is required to submit one (1) original, marked "Original" and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

In addition to the hard copy submission, each Proponent must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent's printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

4.3 A Proponent is required to submit, in a separate, sealed envelope, clearly marked “Cost Proposal”, one (1) original, marked “Original” and seven (7) copies of its Cost Proposal with its Information Proposal.

5. Responsiveness and responsibility for each Proponent can be observed as the following:

A. The responsiveness of a Proponent is determined by, but not limited to, the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
2. The completeness of all material, documents and/or information required by the City; and
3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

B. The responsibility of a Proponent is determined by, but not limited to, the following:

1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
4. The quality of performance of previous contracts or work;
5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
7. **The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and**
8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

6. **The City will carefully evaluate the responsiveness and responsibility of each Proponent.** The selection criteria shall include but not be limited to, those factors contained in subsection 2-1188(k) of the City of Atlanta Code of Ordinances; and the following (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances).

PART 3

EVALUATION OF PROPOSALS

Part 3; Evaluation of Proposals

All Proposals will be evaluated in accordance with the City’s Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

Program Management Services will be evaluated using the following Evaluation Form:

Relative Weight	GRADED ITEM	
	CATEGORIES	SCORE
5%	Executive Summary	
20%	Organizational Structure/JV Capacity and Organization Chart; and Experience and Qualifications of Key Personnel	
25%	Overall Experience, Qualifications and Performance on previous similar projects by JV Members and Subcontractor/Subconsultant Proponents	
10%	Management Plan/Quality Control Approach	
5%	Document Controls	
10%	Proposal Labor Fee Schedule	
15%	OCC Programs	
10%	Financial Capability	
	TOTAL SCORE	

PART 4

REQUIRED SUBMITTALS FORMS

PART 4: REQUIRED SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO PROPONENTS:

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Proposal prior to Proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a Proposal as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Proposal submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

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 the City of Atlanta 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 period and the undersigned contractor will contract for 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(b). 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: FC-8381, Program Management Services

Name of Public Employer: City of Atlanta

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

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

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: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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 (_____ (name of contractor)) on behalf of the City of Atlanta 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(b). 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 of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such 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: FC-8381, Program Management Services

Name of Public Employer: City of Atlanta

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

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

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: _____

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person or entity having a contract with the city.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	Any individual or entity that submits a proposal in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.

Instructions: Provide the following information for the entity or individual completing this Statement (the “Individual/Entity”).

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

No

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 2 of 7)

C. Questionnaire

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

 START HERE 

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business [Use a separate sheet, if necessary].

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

(a) Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**

(b) Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**

(c) Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 3 of 7)

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:
- (a) directly or indirectly, had a business relationship with the City? **YES** **NO**
- (b) directly or indirectly, received revenues from the City? **YES** **NO**
- (c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES** **NO**
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** **NO**
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES** **NO**
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** **NO**
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES** **NO**
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** **NO**
13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below [*Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided*]:
- (a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES** **NO**
- (b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: **YES** **NO**

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 4 of 7)

D. REPRESENTATIONS

Anti-Lobbying Provision. All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

Certification of Independent Price Determination/Non-Collusion. Collusion and other anticompetitive practices among Proponents are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

“I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.”

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

Confidentiality . Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders or Proponents will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

- a. The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 5 of 7)

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

- b. The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c. The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- d. The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- e. The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.
- f. The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 6 of 7)

- g. The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.
- h. A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Prohibition on Kickbacks or Gratuities/Non-Gratuity. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- b. It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.
- c. It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

Required Submittal (FORM 2)
Contractor Disclosure Affidavit (Page 7 of 7)

Declaration

Under penalty of perjury, I declare that I have examined this Disclosure Affidavit and Questionnaire and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name) this** ____ **day of** _____, 20__.

Notary Public of _____ (state)
My commission expires: _____

Sign here if you are an authorized representative of a responding entity or partnership:

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name), as the**
_____ **(title) of** _____ **(entity or partnership name)**
this ____ **day of** _____, 20__.

Notary Public of _____ (state)
My commission expires: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or Proposal in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

Name of individual, entity or
partnership completing this Form: _____

Relationship of individual, entity
or partnership completing this Form
to the Proponent: _____

Contact information of individual,
entity or partnership completing
this Form: _____

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
 - (iv) Two (2) banks or other institutional lenders’ references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	<u>Year: 2012</u> (Thousands)	<u>Year: 2013</u> (Thousands)	<u>Year: 2014</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding entity:

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20____

Subscribed and sworn to or affirmed by _____ (name), as the _____ (title) of _____ (entity name) this _____ day of _____, 20____.

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Proponents **MUST** submit a **completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Proponent being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20____ [*insert date*]:

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8381, Program Management Services** _____ : (“**Project**”) and its corresponding **Appendix B for Insurance and Bonding Requirements**;
- (c) Insurer certifies that if, as of the date written above, _____ (“**Proponent**”) was selected as the successful Proponent for the Project, Insurer would provide insurance to Proponent for this Project in accordance with the terms set forth in the corresponding **Appendix B for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Proponent is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Proponent’s security submitted with its offer and/or disqualify Proponent from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

Authorized Signatory

By: _____

Print Name: _____

Title: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Proponents **MUST** submit a **completed copy of this form executed by their surety**. Failure to submit completed form will result in the Proponent being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Surety**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20____ [*insert date*]:

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-8381 Program Management Services** _____: (“Project”) and its corresponding **Appendix B for Insurance and Bonding Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ (“**Proponent**”) was selected as the successful Proponent for the Project, Surety would provide bonding to Proponent for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and
- (d) **Surety only:** The Surety states that Proponent’s uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____(U.S.). Surety’s statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Proponent or that Proponent will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Proponent is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Proponent’s security submitted with its offer and/or disqualify Proponent from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

By: _____

Print Name: _____

Title: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8381, Program Management Services**_____;

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

1. At least two (2) individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this RFP; and
2. Proponent Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this RFP at Part 5.

Required Submittal (FORM 7)

Reference List

Each Proponent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____

Direct Telephone: _____

Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal “Unless a Proponent Elects to Submit an Alternative Form of Payment”
(FORM 8)

Proposal Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia (OBLIGEE), in the penal sum of either: [i] One Hundred Thousand _____ Dollars and Cents (\$ 100,000.00 _____); or [ii] 5% _____ of PRINCIPAL’S ~~Proposal amount~~ for **PROJECT NUMBER FC-8381, Program Management Services**, good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the OBLIGEE, for **PROJECT NUMBER FC-8381, Program Management Services**, a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified Proponent’s check otherwise required to accompany this Proposal;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the OBLIGEE, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including attorney’s fees to be fixed by the Court.

PLEASE NOTE: If this Form 8 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Authority evidencing such authority in addition to correctly completing this Form 8.

Required Submittal "Unless a Proponent Elects to Submit an Alternative Form of Payment"
(FORM 8)

Proposal Bond (Page 2 of 2)

This Proposal Bond is for the Penal Sum of:

[i] One Hundred Thousand Dollars and Cents (\$ 100,000.00), being in the amount of 5% of the CONTRACT Sum; or
~~[ii] 5% of PRINCIPAL'S Proposal amount for~~ **PROJECT NUMBER FC-8381, Program Management Services**. The money payable on this Bond shall be paid to the OBLIGEE, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____ 20__.

Corporate Proponent:
[Insert Corporate Name]

Signature: _____
Print Name: _____
Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

Signature: _____
Print Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

SURETY:

Signature: _____
Attorney-in-Fact: _____
Print Name: _____

Required Submittal (FORM 9)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below **“Required Proposal Submittal Check Sheet.”** Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* It is each Proponents sole responsibility to ensure that their proposal to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.

Submit one (1) Original Proposal, signed and dated, and seven (7) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal Submission in Adobe Portable Document Format (“PDF”) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Proponent’s printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

	Required Proposal Submittal Check Sheet	Check (√)
1	Part I – Instruction to Proponents (Proposal Guarantee Included)	()
2	Appendix A - Office of Contract Compliance (Required Submittals Included)	()
3	<p>Part I, Section 2 – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). Required Submittals include but are not limited to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability <input type="checkbox"/> Form 5; Acknowledgement of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Proposal Bond <input type="checkbox"/> Form 9; Required Submittal Checklist 	()
4	<p>Proponent’s Official Company Name: Company Physical Address:</p>	
5	<p>President/Vice President/Owner Name:</p> <p>Title:</p> <p>Office Telephone Number:</p> <p>Direct Cell Telephone Number:</p> <p>Email Address:</p>	
6	<p>Primary Point-of-Contact Concerning RFP:</p> <p>Title:</p> <p>Office Telephone Number:</p> <p>Direct Cell Telephone Number:</p> <p>Email Address:</p>	

PART 5

DRAFT MASTER PROFESSIONAL SERVICES
AGREEMENT

MASTER PROFESSIONAL SERVICES AGREEMENT; CONTRACT NO. FC-8381

This Master Professional Services Agreement (“Agreement”) is entered into and effective as of _____ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Consultant” or “PMS”) set forth below.

Contract Name:	Contract No. FC-8381
Consultant	City of Atlanta
Name:	Using Agency: Department of Watershed Management
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative:

1. Background.

1.1 City desires to obtain from Consultant the services (“Services”) described generally on **Exhibit A** attached and further described on task orders (individually, a “Task Order” and, collectively, the “Task Orders”) that may be executed and attached collectively as **Exhibit A.3** from time to time. Consultant shall not provide any services except as specifically provided in a Task Order.

1.2 The total amount of payments by City under this Agreement shall not exceed \$ _____ during the first year in which this Agreement is effective. For each subsequent year that this Agreement is effective, City shall provide written notice to Consultant of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the “Annual Maximum Payment Amount”). In addition, each Task Order shall specify a maximum payment amount (the “Task Order Maximum Payment Amount”) applicable to the Services to be performed under such Task Order.

1.3 Task Orders under this Agreement may be issued by City without further legislative approval under Code Section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Task Order may be executed by City’s Chief Procurement Officer, head of the affected Using Agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Task Orders for services for which charges are established in this Agreement. Consultant shall promptly proceed with the services set forth in any such Task Order. If City solicits a proposal from Consultant for a Task Order, Consultant shall submit its proposal with a Task Order containing all the necessary terms and executed by Consultant. Task Orders may be executed or issued during the Term of this Agreement that contain a Service performance period that extends beyond the Term. No Task Order may be executed or issued under this Agreement subsequent to the expiration or termination of the Term.

1.4 City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Agreement. Any quantity of Services or amount of Charges set forth in this Agreement are estimates only.

2. **Term.**

2.1 **Initial Term.** The initial term of this Agreement will be four (4) years. This Agreement shall commence on the Effective Date and end four (4) years from the effective date. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 **Renewal Terms.** City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within five (5) days of such enactment, City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Agreement
2. Exhibit A - General Scope of Services
3. Exhibit A.1 – Compensation
4. Exhibit A.2 -Fee Schedule
5. Exhibit A.3 – Task Orders
5. Exhibit B - Definitions
6. Exhibit D - City Security Policies
7. Exhibit E - Dispute Resolution Procedures
8. Appendix A - Office of Contract Compliance Requirements

¹ For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

9. Appendix B - Insurance and Bonding Requirements
10. Additional Contract Documents

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C.**

5. **Services.**

5.1 **Description of Services.** Consultant agrees to provide to City the Services per this Agreement and each Task Order. Each Task Order will include the following: (a) a reference to this Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Consultant and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Consultant Personnel required for the proper performance of Services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

5.3 **Change Documents.**

5.3.1 This section will govern changes to the Agreement or any Work Authorization issued under the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement or any Work Authorization issued under this Agreement include, but are not limited to:

- (a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Consultant which may or may not require legislative approval under Code Section 2-1292;

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

(b) Change Documents to the Agreement or any Task Order issued under the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount executed between City and Consultant pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement or any Task Order issued under the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms of amounts of compensation under the Maximum Payment Amount or any Task Order Maximum Payment Amount.

Change Documents that do not involve an increase in the Annual Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Consultant describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Consultant shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Consultant.

5.3.4 Consultant may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement or any Task Order issued under the Agreement.

5.3.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Consultant and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Consultant with comments regarding a Proposed Change Document, and Consultant shall respond to such comments, if any. A Proposed Change Document from Consultant will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Annual Maximum Payment Amount, and Consultant shall, in good faith, evaluate such proposed Change Request. If City and Consultant are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Consultant concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Consultant, pursuant to Code Section 2-1292(d), and City and Consultant agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Consultant shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Consultant, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Consultant must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

5.5 Transition of Services During Agreement Term. Consultant acknowledges that many of the Services described in Exhibit "A" are intended to be items that will be transitioned to the City staff and/or discontinued during the term of the Agreement, which upon such transition, such Services will no longer be needed from Consultant. To the extent that the City determines that any portion of the Services provided in Exhibit "A" should be transitioned from Consultant, the City shall provide Consultant with thirty (30) days prior written notice, describing the specific Services the City intends to transition, the time frame for the transition of such Services and the effective date for the final transition, as set forth in a written transition plan. The City may confer with Consultant to create a transition plan for winding down transitioned Services and determination of a final transition date, which may be amended as the City deems necessary and appropriate. Consultant agrees to commit full resources and fully cooperate with the City with any and all activities related to the transition of any Services. A transition plan shall be signed by the Commissioner of the Department of Watershed Management or the Commissioner's designated Authorized Representative. Consultant shall have no further obligation or responsibility to perform transitioned Services, nor receive any further compensation for transitioned Services after the effective date of the transition, noted in the transition plan. Consultant agrees that upon the effective date of the transition, it will immediately discontinue the transitioned Services on the date and to the extent specified in the transition plan and place no further purchase orders and cause the performance of all transitioned Services to cease. Consultant shall further turn over to the City all data, information, documentation and records associated with the transitioned Services; and shall comply with other reasonable requests from the City as may be necessary and appropriate to fully transition Services, as requested. Consultant shall continue to perform all Services under the Agreement and any approved Task Orders that are not subject to a transition plan. Upon the end of the term or earlier termination of this Agreement, Consultant shall comply with the Exit Strategy as set forth in Section 8.0 of Exhibit "A".

6. Consultant's Obligations.

6.1 Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Consultant Authorized Representative. Consultant designates the Consultant Authorized Representative named on page 1 of this Agreement ("Consultant Authorized Representative") and, such Person shall: (a) be a project executive and employee within Consultant's organization, with the information, authority and resources available to properly coordinate Consultant's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Consultant; (c) have day-to-

day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Consultant will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Consultant Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Consultant's receipt of notice from City that the continued assignment to the City Contract of any Consultant Personnel is not in the best interests of City, Consultant shall remove such Consultant Personnel from City's Contract. Consultant will not be required to terminate the employment of such individual. Consultant will assume all costs associated with the replacement of any Consultant Personnel. In addition, Consultant agrees to remove from City's Contract any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Consultant becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement or an applicable Task Order, Consultant will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Consultant subcontracts any of the Services, Consultant shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6 Key Consultant Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Consultant as Key Consultant Personnel under this Agreement:

- (a) PMS Program Manager;
- (b) Program Director; and
- (c) Project Controls/Financial Task Manager
- (d) Key Personnel listed on Exhibit A.2.

6.6.2 The following Persons are identified by Consultant as Key Subcontractors under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

6.6.3 Consultant shall not transfer, reassign or replace any Consultant Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation,

involuntary termination for cause in Consultant's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Consultant shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.7.1 The Parties agree that it shall be considered a conflict of interest for the Consultant to provide to the City design services, engineering services, construction management services and/or services similar to the Services described in this Agreement in connection with the Department of Watershed Management, pursuant to any agreement outside of this Agreement and during the term of this Agreement; provided, however, that Consultant shall not be precluded from participating (as a proponent, bidder, or proposed subconsultant) in a competitive procurement for design services, engineering services, construction management services similar to the Services described in this Agreement so long as the Consultant was not involved in the creation of the RFP or RFQ Agreement for such services occurring during the term of this Agreement and the Consultant does not enter into any agreement for such above described services prior to the termination or expiration of the Agreement. Additionally, the following shall apply:

- a) The Consultant, or any individual joint venture partner of a joint venture constituting the makeup of the Consultant under this Agreement, or any subconsultant performing Services under this Agreement shall not be permitted to provide services, as a Service Provider, joint venture partner, contractor/sub-contractor, consultant/subconsultant, for any Task Orders involving Services performed under any of the following contracts: FC-7383 Architectural, Design and Engineering Services, Contracts A, B, C, D, E, and F.

6.8 Commercial Activities. Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Consultant hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may

disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Consultant shall revise the items until they meet the approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Consultant any amount in addition to the Charges set forth in an applicable Task Order for Consultant's provision of the Services. Consultant Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement and issued Task Orders are set forth on **Exhibit A.1 Compensation.**

8.2 Invoices. Consultant shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Consultant shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with Consultant's performance of the Services. Consultant is responsible for payment of such Taxes to the appropriate governmental authority. If Consultant is refunded any Tax payments made relating to the Services, Consultant shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under all Task Orders, nor shall City be obligated to pay any amount in excess of a Task Order Maximum Payment Amount.

8.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Task Order, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Consultant in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.

8.7 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.8 Payment of Other Persons. Prior to the issuance of final payment from City, Consultant shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

9. Consultant Representations and Warranties. As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Consultant warrants to City that:

9.1 Authority. Consultant is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Consultant has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Agreement or the provision of Services by Consultant is pending or threatened.

9.2 Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents, including the relevant Task Order,.

9.4 Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

10. Compliance with Laws.

10.1 General. Consultant and its subcontractors will perform the Services in compliance with all Applicable Laws

10.2 City's Socio-Economic Programs. Consultant shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Consultant will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Consultant will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

11.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party shall provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone

or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Consultant assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Consultant has any rights to the Work Product that cannot be assigned to City, Consultant unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

12.3 City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Consultant Personnel may not originally vest in City by operation of Applicable Law, Consultant shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Consultant Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Consultant irrevocably designates City as Consultant's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in Consultant's name, with the same force and effect as if performed by Consultant.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Consultant will provide to City, and any Person designated by City, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Consultant's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Consultant shall provide full cooperation to City

and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours).

13.1.3 Consultant shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Consultant, Consultant shall promptly refund such overpayment and Consultant shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Consultant.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Consultant will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Consultant.

14.1 General Indemnity. Consultant shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Consultant's or Consultant Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subcontractor, claiming an employment or other relationship with Consultant or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Consultant Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant; and ,

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Consultant or any Person acting for, in the name of, at the direction or supervision of or on behalf of Consultant.

14.2 Intellectual Property Indemnification by Consultant. Consultant shall indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by Consultant (or any Consultant agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Consultant hereunder is held to constitute, or in Consultant's reasonable judgment is likely to constitute, an infringement or misappropriation, Consultant will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Services; or (D) create a feasible workaround that would not have any adverse impact on City.

14.3 Indemnification by Consultant for Consent Decree or Regulatory Violation. Consultant acknowledges and agrees that the City, by and through the Department of Watershed Management's operation of its water, sewer system and storm water management systems, is obligated to comply with certain federal, state and local regulatory requirements, pursuant to federal and state permits and two federal consent decrees, specifically the Combined Sewer Overflow (CSO) Consent Decree and the First amended Consent Decree (collectively referred to as the "Consent Decrees"), which imposes, in some instances stipulated penalties. Consultant's Services include essential services to ensure compliance with such permits and Consent Decrees. As such, Consultant's failure to perform Services in accordance with this Agreement in a manner that detrimentally impacts the City's obligations under its permits and/or Consent Decrees shall be deemed a material breach of this Agreement. Further, Consultant shall be responsible reimbursing the City for any damages, penalties or fines assessed against the City for a permit or Consent Decree violation due to or resulting from Consultant's failure to perform the Services in accordance with this Agreement or any Task Order, which shall specifically include without limitation the following:

(a) Unexcused failure to meet required dates for the submittal of required deliverables, which are within the direct control of Consultant;

(b) Failure to notify the City in a timely manner of a Consent Decree milestone or deadline that is behind schedule and in danger of being missed based upon the Consent Decree requirements. "Timely" shall mean that notification is received in time to allow the City to reasonably make take any necessary action to maintain schedule compliance.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY CONSULTANT" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section entitled "Confidential Information"; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Consultant shall comply with the insurance and bonding requirements set forth on **Appendix B.**

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Consultant, terminate this Agreement or any Work Authorization:

- (a) for a material breach of the Contract Documents by Consultant that is not cured by Consultant within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Consultant that is not reasonably curable within seven (7) days;
- (c) immediately upon written notice for numerous breaches of the Contract Documents by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant's performance; or
- (d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection** entitled "**Termination by City for Cause**", Consultant will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section** entitled "**Termination by City for Convenience**".

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Consultant if Consultant: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement or any issued Task Order, City may terminate this Agreement or the Task Order for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Consultant waives any claims for damages, including loss of anticipated profits. As Consultant's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be

used by Consultant in its business within the thirty (30) days following termination. If requested, Consultant shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized; provided, however, that Task Orders funded out of a previously legislatively authorized Annual Maximum Payment Amount may continue beyond such termination date.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Consultant shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and Exhibit E. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Consultant.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts, and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such court.

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not

be an adequate remedy at law for a breach of the Section titled “Confidential Information”, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

20. General.

20.1 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City’s Department of Procurement at 55 Trinity Avenue, Suite 1900, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Consultant shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

20.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

20.8 Survival. Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

20.9 Independent Consultant. Consultant is an independent consultant of City and nothing in this Agreement shall be deemed to constitute Consultant and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

20.10 Third Party Beneficiaries. This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

20.11 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

20.12 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

20.14 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content

of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

20.15 Fraud and misrepresentations. Any written or oral information provided by Design-Builder directly or indirectly related to the performance of the Work required by this Agreement constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal rules and regulations. Design-Builder agrees to immediately notify the City of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Design-Builder further agrees to immediately notify the City of any actions or information that it believes would constitute fraud or intentional misrepresentations to the City in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the **Integrity Line 1-800-884-0911**. Design-Builder agrees to place signage provided by the City regarding the Integrity Line at the location to which Design-Builder's employees report to perform the Work required by this Agreement. Design-Builder acknowledges and agrees that a finding of fraud or other impropriety on the part of the Design-Builder or any of its subcontractors may result in suspension or debarment; and the City may pursue any other actions or remedies that the City may deem appropriate. Design-Builder agrees to include this clause in its subcontracts and contracts with its Design Consultants and take appropriate measures to ensure compliance with this provision.

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

City of Atlanta

[JV MEMBER]

Mayor

By: _____

Printed Name: _____

Title: _____

Attest:

[Consultant Firm]

Municipal Clerk (Seal)

By: _____

Printed Name: _____

Title: _____

Recommended:

**Commissioner, Department of
Watershed Management**

Notary Public (Seal)

My Commission expires: _____

[Consultant Firm]

Chief Procurement Officer

By: _____

Printed Name: _____

Title: _____

Approved as to form:

Notary Public (Seal)

City Attorney

My Commission expires: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A
SCOPE OF SERVICES

1.0 BACKGROUND

The City proposes to engage a Program Management Services firm (“PMS”) to provide, on an as-needed basis, professional program and construction management services for various Department of Watershed Management (“DWM”) projects as broadly described in 2.0 Program Summary below.

DWM through the PMS is seeking to provide our customers with reliable high quality water services in a safe, respectful, responsive and environmentally responsible manner. The PMS is expected to perform in keeping with the DWM mission and our values: Customer Satisfaction, Integrity and Accountability, Efficiency and Effectiveness, Environmental Stewardship, Employee Stewardship and Teamwork.

2.0 PROGRAM SUMMARY

The City continues to implement a comprehensive Program for the Clean Water Atlanta Initiative and water related projects approved by City voters on March 17, 2015 through its DWM.

Since 2001, a program management team has supported the DWM to deliver projects in compliance with two (2) Consent Decrees as well as to provide other specialized technical and industry knowledge and best practices to support DWM in achieving its strategic initiatives while developing "world class" management processes and tools.

The DWM intends to continue using a PMS to provide program management, as well as focused technical and business process support. The goal of the DWM is to develop and sustain "best in class" capability through the 21st century for citywide projects that include and affect the following water systems:

- Water Supply
- Wastewater System
- Watershed Protection

DWM is seeking a PMS to support implementation of programs and services as defined in this Agreement as well as other capital programs as identified by the DWM.

The scope of work provided herein is intended to include a broad range of services and activities that may be performed during the term of the proposed contract at DWM's discretion in order to meet Consent Decree requirements and other DWM strategic objectives. DWM will determine the work to be performed. The following tasks are included in the Scope of Services but should not be deemed all inclusive:

- Task 1 - Strategic Planning
- Task 2 - CIP Program Management and Administration
- Task 3 - Asset Management/ Risk Based Planning
- Task 4 - Consent Decree and Sewer Rehab Program Management
- Task 5 – Maintenance Management Systems Support – Linear & Vertical

- Task 6 – Financial/Investment Analysis and Support
- Task 7 – Information Systems Management
- Task 8 – GIS Applications and Support
- Task 9 – Program Delivery Technological Support
- Task 10 – Project Controls and Delivery Support
- Task 11 – Hydraulic Modeling Support
- Task 12 – Peer Reviews of A/E Designs and Consulting
- Task 13 – Technology/Workforce/Competency Model Development
- Task 14 – Sustainability and Conservation Programs Management
- Task 15–Watershed Protection and Reporting Database Management and Support
- Task 16 – Program Publicity and Communications Support
- Task 17 – Program Management & Department Program Support

A detailed summary of Tasks for each of the above Tasks is detailed in Section 5.0 for each Task includes:

- Objective
- Scope of Services as defined (Task Activities)

3.0 STANDARDS OF PERFORMANCE; APPLICABLE TO SERVICE

Standards of Performance applicable to services performed under this agreement are established in Part 5, Master Professional Services Agreement, Section 9.2.

4.0 PROJECT TEAM

4.1 The City believes that one of the essential characteristics of a PMS is its ability to work with the DWM and others as a team. The City's Infrastructure is the skeleton of the City – the water systems (Water Supply, Facilities) Wastewater System (Facilities and Collections), Watershed Protection, and (Combined Sewer Overflow (CSO Control Facilities) everything that makes the City's water system function. In that context, the PMS must demonstrate its commitment to the team approach to effect completion of the various projects and assigned tasks within specific time frames, quality and safety standards, and budget requirements.

4.2 DWM has the responsibility for the implementation, management and successful completion of programs as described herein. DWM is supplemented by a variety of design consulting firms who assist in managing projects through the planning, design, and construction administration phases. During the term of the Contract, the PMS will report directly to the City's designated Program Manager and members of the City's management team as needed. Additionally the PMS will interact with a variety of other City consultants such as architects, engineers, planners, and contractors as needed.

5.0 SERVICES

5.1 Program Management Team Tasks

1. Strategic Planning

The strategic planning task shall consist of the identification of City issues, evaluation of alternatives, prioritization of recommended solutions, and coordination with the Capital Improvement Program (“CIP”) development. The use of triple bottom line analysis, life cycle costs, and Envision approaches will be utilized for the planning efforts. Design concepts will be developed for recommended alternatives. The planning efforts will look for stakeholder involvement, solutions that make the community better. The strategic planning task will help to structure the approach and to incorporate best available technology into the overall process.

2. CIP Program Management and Administration

The CIP Management and Administration task may involve providing business, finance or technical professionals to evolve models used to sort and continuously rank projects in the integrated utility plan which combines and correlates the needs, risks, deadlines, schedules, spending and total costs for the full preparation and delivery of all types of DWM infrastructure projects. The work under this task will coordinate with the Financial/Investment Analysis & Support, Asset Management & Risk-Based Planning, and Project Controls & Delivery Support tasks so as to continuously support DWM executive management with current data on available and budgeted funds.

3. Asset Management & Risk-Based Planning

The Asset Management and Risk-Based Planning task may include support to the Office of Engineering Services Strategic Asset Management Division to advance the development of the DWM’s vertical and linear programs by providing benchmarking suggestions, case-study comparisons, peer reviews, Computerized Maintenance Management Systems (“CMMS”) technology insights, staff augmentation, operations training, upgrade recommendations or assistance, coordination of CMMS databases with GIS. The task will coordinate with the continual updates to the CIP and encumbrance reporting that occurs in those tasks by ensuring that life-cycle costs and risk parameters are continually updated in the Division’s asset management models. Water utility industry practitioners should be experienced at deploying and restoring asset management programs that implement realistic and achievable program goals given the optimal match of available technology and approaches with the organizational capacity of a changing workforce demographic.

4. Regulatory Compliance and Consent Decree

Provide program level support to DWM for regulatory compliance and consent decree requirements, including sewer system rehabilitation, contract management, data management, reporting, scheduling, cost estimates, and development of sewer rehabilitation construction contracts that provide for new and emerging technologies. The regulatory support must provide a structure for

maintaining compliance with requirements of the Consent Decrees and all NPDES Permits. The task includes detailed QA/QC of data submitted by contractors, including record drawings or as-builts, complete transfer of appropriate data to GIS, CMMS, ECMS and other relevant systems.

Support the transition of Sewer System Evaluation Survey (SSES) process to operations within the Office of Linear Infrastructure (OLIO). Provide program support for implementation of large sewer and combined sewer cleanings and inspection program. Based on results of completed sewer rehabilitation construction, develop summary of sewer capacity credits achieved and forward periodic reports to the DWM Capacity Certification Team.

5. Maintenance Management Systems Support

The CMMS Support task shall provide high-level technical experts and working level technicians for vertical and linear CMMS (Maximo and Infor EAM) to support DWM Operational offices in the further development and implementation of recent upgrades to these systems.

In conjunction with the OES staff, this task may include further analysis of business processes (including the development of business process maps and data flow diagrams), preparing recommendations for appropriate asset hierarchy for various asset classes, preparing or administering appropriate training programs and staff development suggestions, performing best-in-class benchmarking and audits, as well as operational analyses. This task may also include staff support for the development and testing of techniques for optimizing CMMS functions including planning, scheduling, and maintenance management.

6. Strategic Financial & Investment Analysis and Support

Support of The Strategic Financial Planning & Investment Analysis task may include working with the Office of Financial Administration to assist the DWM's strategic financial initiatives. Provide analysis and support of DWM annual budget process and implementation of 5-year budget process, and supporting strategic financial planning model structure. Support DWM analysis of customer billing and billing system records. The PMS may be required to provide financial and investment analysis in support of DWM evaluation and implementation of water conservation programs, including analysis of unaccounted water losses.

Conduct evaluations of alternative DWM resource investment options including benefit/cost analysis and calculation of net present values and pay-back periods of projected cash flows. Provide capital project management analysis to support development and implementation of standard CIP prioritization and scheduling processes, including documentation of CIP project performance evaluation, scoring and ranking processes and associated regulatory reporting. The PMS may also provide support to the implementation of working capital project information management system to facilitate accurate, timely and complete reporting on financial management of capital project spending.

7. Information Systems Management

Support the process of storage, collection, manipulation, distribution, and utilization of all Program Management support staff shall provide guidance and recommendations to DWM on the best program management information systems (“PMIS”) that would facilitate seamless and timely flow of project and program information amongst all stakeholders. The selected system(s) must facilitate effective program team collaboration, real-time tracking of information flow, real-time tracking of assigned tasks and the ball-in-court status, one-stop accessibility to program data and reports via web access, daily reporting of construction progress and prompt processing of payment applications, and be supportive of an effective document control and retention system.

In support of potential integration of multiple enterprise systems and PMIS, the PMS may conceptualize, develop, and implement management dashboards; draft RFP’s; assist with review; coordinate implementation and roll out of PMIS; provide administrative support for PMIS; and coordinate PMIS Staff Training. The PMS will update DIT application registry and identify which systems based on the information they maintain should be integrated with other applications and enterprise systems. This will include compacting and expiring of obsolete applications, and collecting and storing historical or infrequently utilized data.

8. GIS Applications and Support

To assist with updating, and maintaining critical GIS applications which support key DWM business functions, services, and enterprise systems. Support staff must possess technical knowledge of all phases of complex GIS and Mapping application systems that enable achievement of business objectives. The PMS may provide business and technical support personnel as needed to further advance GIS and mobile mapping applications. The PMS may help with identification of inadequate or inefficient systems and/or processes and workflows: recommends alternatives or process enhancements that reduce cost or increase operational efficiencies. These applications include the DWM ATLAS, Rehab Design Tool, Easement Record Search, City Traffic Impact, Online Spills Website, Various Mobile Applications, Hansen CMMS, enQuesta etc.

9. Program Delivery Technological Support

Support project and program delivery with advance cutting edge technology recommendations or staffing resulting in increased efficiency and effectiveness with fewer resources. The PMS will provide consideration for trends in consumer support services for public utilities. Guidance will be provided to DWM on the best program delivery technologies and methodologies that would facilitate coordinated CIP projects planning, implementation, budget analysis, schedule and cost management, risk management, substantive document control and record retention process, stakeholders reporting and public information dissemination.

Best practices will be established for operational efficiencies, competitive positioning, and strategies utilizing technology to support the DWM. Electronic and support strategies, including mobility to utilize and leverage current and

existing applications and hardware Preventive and proactive maintenance and support to maintain technology. Analysis in support of DWM business processes and functionality to achieve technology advancements to support program delivery.

10. Project Controls and Delivery Support

Program Management support staff shall provide guidance on the establishment of a Project Controls and Delivery Support team dedicated to monitoring and controlling the overall costs and schedules for the CIP. The task would include providing assistance in the selection and procurement of the best software tools for project cost and schedule control, evaluation of the current standard operating procedures for cost and schedule reviews and its enhancement, preparation documentation of business processes, training and development of DWM project controls team (including A/Es).

11. Hydraulic Modeling Support

This task is required to improve efficiencies in support of hydrologic and hydraulic modeling development in the analysis and planning for: sewer capacity relief, combined sewer pipe peak flow management, storm sewers, new construction and development, water treatment improvements, water reclamation center improvements, and water loss audit reporting. Support hydraulic modeling to incorporate all existing and ongoing sewer rehabilitation work to support A/E designs. Support an update of entire wastewater collection and transmission hydraulic Innowyze Integrated Catchment Model (ICM) to remain in compliance with all existing consent decree requirements, and install/update of Infowater modeling software. Hydraulic modeling will help to confirm or revise large diameter trunk sewers requiring capacity relief for future CIP in a prioritized manner consistent with consent decree requirements and development needs, and the Office of Engineering Services' Asset Management Criticality Models.

Support the development of a real time modeling approach for maintenance of new green infrastructure, permeable pavers detention ponds, street catch basins, bio retention basins, storage vaults, and cisterns. Support the development of a model for real time operations of new raw water tunnels and the Bellwood Quarry.

12. Peer Reviews of A/E Designs and Consulting

Provide engineering and technical review of any vertical or linear asset designs for new, repaired or rehabilitated infrastructure. Provide support for reviews of A/E designs, cost estimates and schedules for design-bid-build at 30%, 60%, and 90% design completion. Provide support for technical reviews and cost estimates of A/E 30% design/build packages. Technical review support for design projects may include electrical, instrumentation and controls, structural, geotechnical, and other specialized technical expertise, including associated detailed calculations, and technical specifications.

Provide recommended reviews for A/E proposed sequencing and mobilization plans for large City projects including wastewater reclamation facility upgrades, water treatment plant improvements, pump station replacements, and other structures. Provide technical assistance and consulting support will be provided for data population and wastewater flow volumes and loading projections based on recent data and trends, reviews of current water and wastewater infrastructure inventory, condition assessments, criticality, and compliance information and identification of current gaps in the planned CIP.

13. Technology/Workforce/Competency Model Development

Maintaining an educated, efficient, agile, skilled, resourceful and motivated workforce is essential to the overall Department's success. Consequently, the PMS support staff would assist in evaluating and developing Standard Operating Procedures (SOPs) and programs that would facilitate optimal work performance through employee training and development, timely implementation of communication and productivity enhancing processes and technology, evaluation of staffing levels, enhanced performance evaluation with timely feedback, effective succession planning and controlled attrition, implementation of effective cross-training and mentoring, and employee recognition.

There is recognition that a DWM Competency Model is needed to identify skills, knowledge and abilities of the workforce. The Program Management support staff may provide guidance on the development of the model and its application. The work may include assessment of Information Technology ("IT") requirements, an IT equipment condition assessment matrix, guidelines for IT equipment procurement, condition assessment of current technology; development of future technology needs matrix, staff succession planning, and a staff resource management matrix.

14. Sustainability and Conservation Program Management

Program direction and support for continuation of sustainable water management plan that includes application of green infrastructure BMP's. This work may include efforts to manage, develop, prepare or administer master plans that provide for integration of community concerns, incorporation of trails, and linkages with parks and green spaces. Provide recommendations based on the Envision Rating tool and triple bottom line analysis where feasible in all plan and design reviews. Provide program support for the maintenance of new green infrastructure, permeable pavers, bio retention basins, and rain gardens.

Provide program support for cost effective means to continue to incorporate water conservation practices, to improve water use efficiencies and comply with appropriate regulatory and 2016 Metropolitan North Georgia Water Planning District (MNGWMD) requirements. Provide expertise to help demonstrate that the City of Atlanta has reasonable water consumption with respect to Apalachicola-Chattahoochee-Flint (ACF) issues. Provide assistance to DWM in complying with baseline water use profile, annual water use reporting and efficiency progress reporting required of Georgia Environmental Protection Division ("EPD").

15. Watershed Protection and Reporting Database Management and Support

Prepare a database of water quality data that is gathered from various groups and integrate with GIS. This will need to be developed in a manner that it can be used for trend monitoring. The PMS will investigate a process of organizing, storing, retrieving and maintaining the water quality data and information collected within DWM. Provide a method for data storage, management, and a retrieval system will be provided to establish a monitoring which complies with United States Environmental Protection Agency (“USEPA”)/EPD guidelines.

Evaluate and assess data for water quality condition and prioritize monitoring efforts with within DWM. Provide analysis in support of DWM. Develop a revised spill management and response plan for implementation. Provide list of data gaps for water quality. Provide GIS integration of water quality database which allows for data retrieval and map creation.

16. Program Publicity and Communication Support

Support DWM customer service and stakeholder engagement with program publicity and communication activities and includes: assistance in development of presentations and poster boards to support public meetings, neighborhood planning unit (NPU) meetings, City Utility Council (CUC) presentations and other important events. Provide consultation, coordination and permitting interaction in support of DWM communications with USEPA, EPD, Army Corps of Engineers (ACOE), Georgia Department of Transportation (GDOT), railroad corporations, other cities and counties, and other permitting agencies.

Assist DWM in the ongoing implementation of public information and outreach program for impacted neighborhoods during all phases of CIP Work and other DWM infrastructure improvements to include: developing, designing; producing and distributing printed materials, creating displays and presentations, scheduling public forums and special events, participating in briefing sessions, and maintaining computerized files documenting all public outreach efforts. Assist in responding to inquiries from the general public, community groups, elected and appointed officials and other City departments and agencies maintain a file of all correspondence, and support maintenance of information on the City’s internet and intranet websites.

17. Program Management & Support

The Program Management effort shall consist of managing the various consultants on the Program to review City needs and requirements such as, proposing optimal staff, preparing Work Authorizations, securing approvals, managing consultants/sub consultants/JV partner staff, administering the ODC and expense limitations of the contract, preparing monthly billings and gathering approvals, ensuring prompt delivery, and verifying client needs are being met on all assignments/authorizations on a regular basis. The work includes planning and

may also involve proactively anticipating future client needs and proposing options for meeting them.

The Department program support effort shall consist of the identification of City of Atlanta issues, evaluation of alternatives, prioritization of recommended solutions, and coordination with the CIP development. The use of triple bottom line analysis, life cycle costs, and Envision approaches will be utilized for the planning efforts. Design concepts will be developed for recommended alternatives. The planning efforts will look for stakeholder involvement, solutions that make the community better. The task will help to structure the approach and to incorporate best available technology into the overall process.

5.2 **Program Management Services (PMS) Additional Services**

DWM may request the Proponent to perform additional services not specifically defined above that may be identified over the term of the contract to include Consent Decrees or any future development of DWM strategic objectives. The Proponent will be expected to provide staffing with the necessary expertise, experience (either directly related to or corresponding to the requirements) as well as other resources as necessary to perform such additional services in keeping with the assigned Work Authorization for DWM for prior approval for the commencement of work. Such future services will be identified as part of the annual funding renewals inherent to this Agreement. In the event that the proponent does not have the required expertise, the Proponent should advise DWM in order that the two parties agree to a course of action by the Proponent to secure the required expertise. Work Authorizations will be issued for other services if any, as required by DWM.

5.2.1 **Estimating Services.** PMS may provide estimating services in support of the Program as a whole. The estimating services shall include, but not be limited to:

5.2.1.1 Prepare conceptual and detailed construction estimates based on information provided by others.

5.2.1.2 Reviewing Program construction budgets to provide a confidence ranking for that Projects construction budget.

5.2.1.3 Review consultant and design consultant cost proposals (change order proposals and add services) and provide an opinion as to the merit (entitlement and value) of the cost proposal.

5.2.1.4 Assist in negotiations with consultant and design consultants.

5.2.2 **Program Scheduling** – PMS may work with Project Managers to update project schedules on a bi-weekly basis. PMS shall indicate project schedule status as “On-schedule”, “Behind schedule” or “At

Risk for Delay” based on interaction with the Project Manager. Project schedules will be compatible with Primavera, P6, e-builder and Microsoft Project.

5.2.3 **Quality Control/Quality Assurance Program** may include, but is not limited to:

5.2.3.1 PMS will develop tools for and to manage the Program, project consultant and contractor performance for the best final project outcome.

5.2.3.2 Periodic Quality Assurance reviews for a representative sampling of projects, mostly during the construction phase.

5.2.3.3 Continuous Quality Control throughout the development of every project.

5.2.3.4 Conversely, a few projects will receive a Quality Assurance review while still in the project development phase. This will occur only for those projects considered to be “high profile” or “high risk.” This type of project is yet to be defined.

6.0 CITY’S RESPONSIBILITY

6.1 The City shall provide information, as available, regarding requirements for the Program, which shall set forth the City’s design objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability, special equipment and systems and site requirements. **Notwithstanding anything contained in the Agreement, the City reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with consultants other than Consultant and any of its Subcontractors named in the Agreement. There is no guarantee of any work under the Agreement.** The City’s designee will promptly render any decision necessary for the orderly progress of the work. The City will furnish to the PMS any information or materials in its possession which relate to a specific project as expeditiously as possible. The City reserves the right to remove from the Program, any personnel employed by the PMS who is assigned to perform services for the City’s Projects.

6.2 The PMS Key staff, (and other staff members as required) shall be assigned to the project on a full time basis and work out of the DWM offices located at 72 Marietta Street (Two City Plaza), Atlanta, GA 30303. The PMS Manager will report directly to the DWM Program manager or their delegate Representative.

7.0 Program Management Services (PMS) Responsibilities

7.1 **Database Implementation.** PMS shall perform database implementation services (“Database Implementation Services”), which shall include data capture, access, and reporting related to all DWM projects, assets etc., for loading, records verification and ongoing maintenance of those records.

- 7.2 **Data Capture.** PMS shall capture mutually agreed upon data elements regarding each referred project and or asset to enable DWM online research and reporting requirements. Data shall include but is not limited to, project description, Asset address where applicable, Asset/property type, project dates, budgets, projections, financial dates performed, budgets broken down by funding type, actual expenses etc., and all other data elements and attributes as defined by DWM.
- 7.3 **Availability.** PMS shall make data available via an online portal twenty-four (24) hours per day, seven (7) days per week, and fifty-two (52) weeks per year, excluding any scheduled maintenance periods.
- 7.4 **Reporting Requirements.** PMS shall provide DWM with an electronic copy of each report on a monthly basis/Quarterly or as required at a project level as well as at a portfolio level. All such reports shall be provided to DWM as part of the Services, and additional reports may be furnished as requested, as set forth herein.
- 7.5 **Access.** PMS hereby agrees to grant DWM access to PMS's best practices with respect to the Services.
- 7.6 At any time following 180 days from the execution date of this Agreement, and then thereafter, at least quarterly, or more frequently if DWM reasonably requires and reasonably scheduled by the DWM, the parties will carry out a review of the Services then being performed by PMS.

8.0 Exit Strategy Upon Expiration

- 8.1 PMS shall provide Transfer Assistance Services to DWM to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of Services to DWM or its designee upon the expiration or termination of this Agreement for any reason.
- 8.2 Commencing upon the expiration or termination of the Agreement for any reason and continuing for up to one hundred eighty (180) days following such expiration, PMS will provide DWM with the assistance requested to allow the Services to continue without interruption or adverse effect and to facilitate the orderly transfer of the Services to DWM as such assistance is further described below ("Transfer Assistance Services").
- 8.3 At DWM's request, PMS also will provide Transfer Assistance Services to any designated City agency. PMS shall be paid for such Transfer Assistance Services through the reimbursement in keeping with the fee schedule herein and as assigned by Work Authorization for any new or continuing or additional Services being provided by PMS during the transition period.

- 8.4 PMS will provide Transfer Assistance Services regardless of the reason for the expiration or termination. At DWM's request, the Termination Assistance Services will include, at minimum, the following:
- 8.4.1 PMS will provide documentation of all activities of PMS performed hereunder and a listing of all files and artifacts both in hard copy as well as electronically that have been generated by PMS hereunder.
 - 8.4.2 PMS will provide all information and assistance necessary to ensure the smooth transition to DWM. At the termination of this Agreement, or upon DWM's request, PMS will provide a complete accounting of, and surrender to DWM, all DWM data and confidential information, property, materials, equipment, keys and other items either provided by DWM to PMS or for which PMS was reimbursed during the term, or that is otherwise owned by DWM but in PMS's possession.
- 8.5 Notwithstanding anything to the contrary contained in this Agreement, PMS will provide, at DWM's request, any or all of the Services being performed by PMS prior to the expiration or termination date for up to twelve (12) months following such date. To the extent DWM requests such Services, they will be provided subject to and in accordance with the terms and conditions of this Agreement.
- 8.6 PMS will perform the Transfer Assistance Services with at least the same degree of accuracy, quality, completeness, timeliness, responsiveness and resource efficiency as it provided and was required to provide the same or similar Services during the Term of this Agreement. The quality and level of performance of the Services provided by PMS following the expiration or termination of all or part of the Services or PMS's receipt of a notice of termination or non-renewal will continue to meet or exceed the Service Levels/Key Performance Indicators and will not be degraded or deficient in any respect. All Service Levels/Key Performance Indicators and associated Performance Guarantees will still apply during this disengagement period.

EXHIBIT A.1
COMPENSATION

EXHIBIT A.1
COMPENSATION

1. Compensation

1.1. **General Compensation Terms:** Consultant will be compensated for Services pursuant to the terms of this Services Agreement and the specific Work Authorization associated with such Services.

1.2. **Potential Compensation Structure of Work Authorizations:** City may issue Work Authorizations to Consultant based upon any compensation arrangement allowed by Applicable Law including, but not limited to, the following:

1.2.1. **Work Authorization Maximum Payment Amount; Not to Exceed Amount:** A Project under a Work Authorization may involve payment of compensation up to a specific not to exceed amount.

1.3. **Consumer Price Index (CPI):** For compensation purposes under this Services Agreement no salary or amount shall exceed the negotiated salary or amount received by said personnel or negotiated rate for a principal as of the effective date of this Services Agreement unless the DWM Program Management Officer, or his designated representative, has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase. The DWM reserves the right to approve all personnel, amounts and salaries of said personnel performing services under this Services Agreement. For adjustments submitted after the effective date of this Services Agreement, the Consultant must demonstrate that increases in salary, or the principal's rate are in accordance with the U.S. Consumer Price Index and the rate set forth in Exhibit A.2, which shall not to exceed four (4%) percent per year. Such requested increases shall be subject to audit by the City.

2. Reimbursable Expenses: Reimbursable expenses include:

2.1. Expenses of large format reproductions and handling of drawings, specifications and other deliverables and documents, excluding reproductions for the office use of Consultant and for its sub consultants.

2.2. Expenses of renderings, models and mock-ups requested by the City.

2.3. Out-of-Town Travel, accommodations and subsistence charges for personnel; provided, however that they must be requested by and approved in writing in advance by the DWM Program Management Officer, as the case may be, or his/her designee. Consultant must provide estimate of travel cost.

2.4. Travel to Atlanta as needed by the DWM. Prior request and approval by the DWM Program Management Officer as the case may be, or his/her designee for travel by the Consultant and any sub consultants/contractors is required. Consultant must provide estimate of travel cost.

2.5. Additional Reimbursable Expenses may be added on a Work Authorization by Work Authorization basis when approved by the DWM Program Management Officer as the case may be, or his/her designee.

3. Non-Reimbursable Expenses. Non-reimbursable expenses include, but are not limited to:

3.1. Overtime expenses unless pre-approved by the DWM Program Management Officer, as the case may be, or his/her designee.

3.2. Local in-town travel.

3.3. Cell phones and cell phone charges.

3.4. If an expense is not explicitly included in this Services Agreement as a reimbursable expense, it is a non-reimbursable expense.

3.5. Any none project related postage and shipping (including overnight express) charges.

3.6. Non project related parking charges.

3.7. Relocation expenses for personnel unless approved by the DWM

4. Additional Provisions Concerning Reimbursable Expenses.

4.1 Reimbursable expenses are to be included as part of the Not-To-Exceed fee for each Work Authorization, and shall not be invoiced separately.

4.2 All reimbursable expenses will be paid at cost. Pay request submitted by Consultant for reimbursable expenses must be accompanied by invoices and receipts and will be paid to Consultant upon approval by the City. City reserves the right to disapprove any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances required under this Services Agreement.

4.3 An amount equal to the premium payments for overtime work or night work, actually paid to partners, principals, architects, engineers, planners and other professional and technical employees for time actually spent by them in the performance of Services when such overtime or other premium payments have

been demonstrated to be in accordance with Consultant's normal business practice and have been authorized in writing in advance by the DWM Program Management Officer, as the case may be, or his/her designated representative may also be reimbursed under this Services Agreement in writing. Premium time shall not accrue prior to the completion of 40 hours per week of work by any given individual. Such premium payments to supervisory employees, who do not receive such payments in Consultant's normal business practice, shall not be given under this Services Agreement.

4.4 Consultant will be reimbursed for Consultant payments made to sub consultants for work at an amount equal to the amounts actually paid to the sub consultant. The City does not allow Consultant to receive a markup on sub consultant payments as the management and administration of a sub consultant is contained in Consultant multiplier and resources allocated in an executed Work Authorization. Billing Rates and Classifications for Sub consultants are established in **Exhibit A.2**.

4.5 Consultant shall keep, and shall cause any sub consultants to keep, daily records of the time spent in the performance of Services by all persons providing Services under this Services Agreement, as well as records of the amounts of such rates and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures. Failure to do so shall be a conclusive waiver of Consultant's right to compensation for such services or expenses. City has the right to audit all such records.

5. **Submittal of Invoices.** Consultant must prepare and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Work Authorization. Consultant must submit all invoices in original & three (3) copies to:

City of Atlanta
Department of Watershed Management
Capital Projects Group
72 Marietta Street NW – 6th Floor
Atlanta, GA 30303
Attention: Ray Wilke, DWM Program Management Officer
Reference: Services Agreement No. 8381

6. **Format of Invoices.** The Invoice shall be submitted in written and electronic format on a monthly basis representing charges for the work completed during the previous month. Other invoice format will be set forth in the applicable Work Authorization.

7. **Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices.
8. **City's Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Consultant when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.
9. **Releases of all Claims.** City may, as a condition precedent to any payment, require Consultant to submit for itself, its sub consultants, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Consultant must, in addition, furnish acceptable evidence that all claims have been satisfied.
10. **Acceptance of Payments by Consultant; Release.** The acceptance by Consultant of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Consultant for everything done or furnished for or relating to the Services for which payment was accepted, unless Consultant, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.
11. **Claims against Consultant.** If there are claims filed against Consultant in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Consultant after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Consultant. If the amount of any withheld payment or other monies due Consultant under this Services Agreement is insufficient to meet any of those costs, or if any claim against Consultant is discharged by City after final payment under this Services Agreement is made, Consultant must promptly pay City all reasonable costs incurred by City concerning the claim after Consultant's receipt of written notice from City.

EXHIBIT A.2
FEE SCHEDULE

FEE SCHEDULE

Exhibit A.2

Program Management Services

Key Personnel:

Labor Category	Hourly Billable Rates
Program Director	
Program Manager	
Professional 8	
Professional 7	
Professional 6	
Professional 5	
Professional 4	
Professional 3	
Construction Mgr	
Cost Estimator	
Designer 4	
Designer 3	
Designer 2	
Designer 1	
Office Manager	
Please provide the following detail break out	
Multiplier Rates Used	
Administrative markup used (%)	

FEE SCHEDULE

Exhibit A.2

PMS LABOR CATEGORIES AND QUALIFICATIONS

Labor Category	Education	Minimum Experience (Yrs)	Professional Requirements	Supervisory Role
Program Director	BS Engineering or appropriate field	20 yrs related professional experience. Managed at least 2 programs for water or wastewater assets with value greater than or equal to \$25M per year.	Licensed P.E.	Oversight and responsibility for entire program. Ultimate contact/advisor to DWM Commissioner.
Program Mgr	BS Engineering or appropriate field	20 yrs related professional experience. Managed at least 4 programs and or projects for water or wastewater assets with value greater than or equal to \$10M per year.	Licensed P.E.	Supervises Deputy PM's and Task Managers. Serves in advisory role to senior DWM Management.
Professional 8	BS Engineering or appropriate field	15 yrs related professional experience.	Licensed P.E.	Deputy Program Manager or provides unique experience critical to program task.
Professional7	BS Engineering or appropriate field	10 yrs professional experience.	Licensed P.E. if performing engineering function	Task Mgr supervising team of > 5 persons; or provides critical experience.
Professional6	BS Engineering or appropriate field	8 yrs professional experience.	Licensed P.E. if performing engineering function	Task Mgr supervising team of < 5 persons; or provides critical experience.
Professional 5	BS Engineering or appropriate field	5 yrs professional experience.	Licensed P.E. if performing engineering function	Supervise specific activities but with no permanent staff.
Professional 4	BS Engineering or appropriate field	3-4 yrs professional experience.	Licensed P.E. not required	Non-supervisory role.
Professional 3	BS Engineering or appropriate field	0-3 yrs professional experience.	Licensed P.E. not required	Non-supervisory role.
Construction Mgr	BS Engineering or appropriate field	8 yrs professional experience.	Licensed P.E	Manages construction project or small teams.
Cost Estimator	BS Engineering or appropriate field	8-10 yrs experience.	CCP – Certified Cost Professional Designation	Nonsupervisory role.

FEE SCHEDULE

Exhibit A.2

Labor Category	Education	Minimum Experience (Yrs)	Professional Requirements	Supervisory Role
Designer 4	Associate degree or high school graduate with relevant experience	12 yrs experience with Associate degree; 15 yrs experience without Associate degree.	Experienced user of technical software (GIS, CADD, Scheduling, Modeling) and or graphics software	Non-supervisory role- coordinates technical activities for projects.
Designer 3	Associate degree or high school graduate with relevant experience	6 yrs experience with Associate degree; 8 yrs experience without Associate degree.	Experienced user of Microsoft Office software or other relevant software applications	Non-supervisory role – performs with minimum supervision.
Designer 2	High school graduate	6 yrs experience.	None defined	Non-supervisory role - performs with general supervision.
Designer 1	High school graduate or equivalent	0-6 yrs of clerical, drafting or relevant experience.	None defined	Non-supervisory role - performs with general supervision.
Office Manager	High school graduate or equivalent	8 yrs of relevant administration experience.	Experienced user of Microsoft Office software	Supervises the activities of clerical and other support staff.

EXHIBIT A.3

SAMPLE WORK AUTHORIZATION FORM

SAMPLE
WORK AUTHORIZATION
 Contract No.

Title:			
Purpose:			
Resource(s) Required			
Requested Date:		Effective Date:	
Completion Date:		Rev. Completion Date:	
Scope of Work:			
Budget Information:	Labor Classification		
	Billing Rate/Hour:		
	Labor Budget (Hours):		
	Estimated Labor Budget:		
	Estimated ODC Budget:		
	Estimated Budget:		
Bill Charges to Task:			
Coordinating Instructions:			

Approval of this Change Request does not change the term or amount of Contract No.

REQUESTED BY DWM REPRESENTATIVE		PROGRAM REPRESENTATIVE	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	
AUTHORIZED BY DWM REPRESENTATIVE		ACCEPTED BY PROGRAM MANAGER	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

EXHIBIT B
DEFINITIONS

EXHIBIT B DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

"Architect/Engineer" ("A/E") means those Consultants and subconsultants providing professional architectural, engineering, design and consulting services, pursuant to a separate agreement with the City, specifically including FC-4906 Architectural and Engineering Services, Contracts A, B, C, D and E; and FC- 7383 Architectural and Engineering Services, Contracts A, B, C, D, E and F.

"Applicable Law(s)" means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Consultant or Consultant's subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement or any Work Authorization.

"Charges" means the amounts payable by City to Consultant under this Agreement and any applicable Work Authorization.

"City Security Policies" means the policies set-forth in **Exhibit D**.

"Confidential Information" means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party's past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by

confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party

"Code" means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

"Consent Decree" means the City entered into agreement with USEPA and Georgia EPD to a schedule of activities to bring the City into compliance with the Clean Water Act.

"Consultant Personnel" means and refers to Consultant employees or subcontractors hired and maintained to perform Services hereunder.

"Contract Documents" include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

"Construction Contractor" means those contractors or sub-contractors providing construction services to the City, pursuant to a separate Agreement with the City.

"DWM" means Department of Watershed Management.

"EPD" or "Georgia EPD" means the Georgia Environmental Protection Division of the Georgia Department of Natural Resources.

"Evision" means an infrastructure rating tool and project evaluation process that is offered by the Institute for Sustainable Infrastructure ("ISI").

"Facility" or "Facilities" means the physical premises, locations and operations owned or leased by a Party and from or through which Consultant will provide any Services.

"Force Majeure Event(s)" means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

"NPDES" means the City of Atlanta National Pollutant Discharge Elimination System.

"Party" or "Parties" means City and/or Consultant.

"Person" means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

"Program" means the total combined Services needed to satisfy the oversight and management of capital improvement projects, regulatory and Consent Decree compliance and other Services as may be identified by DWM under this Agreement.

"PMS" means Program Management Services.

"Program Management Team" means the PMS, the City and City representatives assigned to the Program.

"SSES" means Sewer System Evaluation Survey.

"Task Manager" means a DWM Manager responsible for the management of a specific task (or project) underneath the Program.

“Work Authorization Commencement Date” means the date set forth in each Work Authorization on which the Services under such Work Authorization shall begin.

“Third Party” means a Person other than the Parties.

“USEPA” means United States Environmental Protection Agency.

“Work Product” means any work product, creation, material, item or deliverable, documentation or other item created by Consultant or Consultant Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

DRAFT

EXHIBIT C
AUTHORIZING LEGISLATION

EXHIBIT D
CITY SECURITY POLICIES

EXHIBIT D

CITY SECURITY POLICIES

SECTION 00001

PART 1 – GENERAL

SCOPE

- A. The Contractor shall be responsible for conducting all work in a safe manner and shall take reasonable precautions to ensure the safety and protection of workers, property and the general public.
- B. All Construction shall be conducted in accordance with the latest applicable requirements for part 1926 of the Occupational Safety and Health Regulations for Construction, as well as any other local, state or federal safety codes and regulations.
- C. The Contractor shall designate a trained and qualified employee who is to be responsible for ensuring that the work is performed safely and in conformance with all applicable regulations.
- D. The Contractor shall determine the safety hazards involved in prosecuting the work and the precautions necessary to conduct the work safely. If the Contractor is unsure as to any special hazards which may be unique to the various processes and facilities at the treatment plant or jobsite, it shall be the Contractor's responsibility to determine such information prior to beginning the work.

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction. All barricades must the Manual of Uniform Traffic Control Devices (MUTCD) Standards.
- B. The Contractor will be held responsible for all damage to the work due to failure of barricades, signs and lights and whenever evidence is found of such damage. The Contractor shall immediately remove the damaged portion and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs and lights shall no cease until the project has been accepted by the owner.

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

The work under this section includes, but is not necessarily limited to the furnishing of all labor, tools and materials necessary to properly store and protect all materials, equipment, products and the like, as necessary for the proper and complete performance of the work.

1.02 STORAGE AND PROTECTION

A. STORAGE

1. Maintain ample way for foot traffic at all times, except as otherwise approved by the city representative.
2. All property damaged by reason of storing of material shall be properly replaced at no additional cost to the city.
3. Packaged material shall be delivered in original unopened containers and so stored until ready for use.
4. All material shall meet the requirements of these specifications at the time that they are used in the work.
5. Store products in accordance with manufacturer's instructions.

B. PROTECTION

1. Use all means necessary to protect the materials, equipment and products of every section before, during and after installation and to protect the installed foreign material and damage by water, breakage, vandalism or other causes.
2. Substantially constructed weather tight storage sheds, with raised floors, shall be provided and maintained as may be required to adequately protect those materials and products stored on the site which may require protection from damage by the elements.
3. Replacements: In the event of damage, immediately make all repairs and replacements necessary for the approval of the city representative and at no additional cost to the owner.

4. Equipment and products stored outdoors shall be supported above the ground on suitable wooden blocks or braces arranged to prevent excessive deflection or bending shall be stored with one end elevated to facilitate drainage.
5. Tarps and other coverings shall be supported above the stored equipment or materials on wooden strips to provide ventilation under the cover and minimize condensation. Tarps and covers shall be arranged to prevent ponding of water.

1.03 EXTENDED STORAGE

In the event that certain items of major equipment such as air compressors, pumps, e.g., have to be stored for an extended period of time, the Contractor shall provide satisfactory long-term storage facilities which are acceptable to the Owner.

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

- A. The Contractor shall be responsible for taking all measures required to minimize all types of pollution associated with the undertaking of the proposed work, and shall abide by the requirements of all governmental agencies having jurisdiction over the work or Contractor's project operations.
- B. The Contractor shall protect all work including but not limited to excavation and trenches, from rain water, surface water and back-up of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures and equipment necessary to protect and keep the work free of water. Completed work and stored products shall be suitably protected during unseasonable weather to allow work to proceed in a timely fashion. Work planned, or in progress, should be performed to minimize impact of adverse weather conditions.
- C. Any area used or involved in the project that is disturbed by the Contractor, shall be restored to the original or better condition, even though such area is outside the limits of that specified for grading, grassing or landscaping.

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY’S SECURITY REQUIREMENTS

- A. Contractor must comply with City’s security requirements for all job sites and City facilities. The City shall provide copies to the Contractor.
- B. Contractor must cooperate with City on all security matters and must promptly comply with any project security arrangements established by the City.
- C. It is the Contractor’s obligations to comply with all applicable governmental requirements and regulations and to undertake reasonable actions to establish and maintain secure conditions at any jobsite.

1.02 SECURITY PROGRAM

- A. The Contractor shall comply with the site security program at all times on City facilities.
- B. The Contractor shall maintain the security program throughout the Contract duration.
- C. The Contractor and his subcontractors are wholly responsible for the security of their employees, work areas, and for all their material, equipment and tools at all times.
- D. The Contractor shall provide the owner with a list of 24-hour emergency phone numbers including chain of command.

1.03 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and employees and vehicles onto the Project site.
- B. The Contractor shall allow entry only to authorized persons with proper City-approved identification.

All Contractors/Subcontractors will be required to have their personnel working at these facilities photographed for an I.D. badge before they start work.

- C. The Contractor shall maintain a current Employee Log of employees performing work on site and a Visitor Log and make the log available to the City upon request. This log shall be available to the Owner upon request and submitted to the Owner as necessary.
- D. The Contractor shall require all employees performing activities on site to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All employees, subcontractor employees and lower tier contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- E. The City has the right to refuse access to the site or request that a person or vehicle be removed from the site if found violating any of the safety, security, or conduct rules as outlined.

1.04 BARRICADES, LIGHTS AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, danger signals and other precautionary measures for the protection of persons or property and of the work as necessary.
- B. The Contractor will be held responsible for all damage to the work and any negligence resulting in injuries due to his failure of erecting adequate barricades, signs, lights and safety provisions as required. Whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion and replace it at the Contractor's cost and expense.
- C. The Contractor's responsibility for the maintenance of barricades, signs and lights shall not cease until the City has been accepted in writing the Project.

1.05 RESTRICTIONS

The Contractor shall not allow cameras on site or photographs taken except with approval of the City.

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

- A. Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.
 - 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those

contractor employees with CDL. Proof of citizenship or work status will be provided for each contract employee.

2. Security Education and Awareness training applicable to the job.
 3. SOPs for safeguarding City equipment, supplies and property.
 4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
 5. Established process for identification of employees PFD including location. Emergency notification procedures.
 6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.
 7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
 8. Emergency evacuation procedures including accounting for employees at a safe haven.
 9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or City project manager.
 10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.
- B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:
1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
 2. Generally address safe work procedures for the activities within the Contractor's scope of work.
 3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
 4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.

5. Include provisions to protect all of the Contractor's employees, other persons and organizations that may be affected by the work from injury, damage or loss.
 6. Comply with current Fed/OSHA, Safety/Health and Security Plan, facility safety program (when applicable), and locally accepted safety codes, regulations and practices.
 7. Include a site-specific emergency action and evacuation plan.
 8. Include Hazard Communication/Right To Know Program.
 9. Include security procedures for the Contractor's work, tools, and equipment.
 10. Include the capability of providing the Engineer with documentation to show compliance with their plan, plus accidents and investigation reports.
 11. Address any other contract specific requirement, including the requirements of Section 01011, Unique Requirements of these specifications.
- C. Provide a Job Safety Analysis (JSA) for the scope of work, prior to the start of work.
- D. Review of the Contractor's Safety Plan by the City shall not impose any duty or responsibility upon the City for the Contractor's performance of the work in a safe manner.
- E. The Contractor shall be fully responsible for the safety and health of its employees, its subcontractors and lower tier contractors during performance of its work.
- F. The Contractor shall provide the City with all safety reports, training records, competent person list, and accident reports prepared in compliance with Fed/OSHA and the Project Safety/Health and Security Plan as requested.

1.07 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's and Engineer's employees, the City's personnel and all other personnel at the site of the work caused by their operations.

- B. If applicable, the Contractor shall have a Project Safety Coordinator, as required under GC-18, Paragraph F.
- C. The Project Safety Coordinator shall ensure compliance with all applicable health and safety requirements of all governing legislation.

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

- A. It is the responsibility of the Contractor to ensure that all articles of possible personal or monetary value found by Contractor's employees are turned in to the appropriate Facilities Manager.
- B. The Contractor shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary.
- C. Should the Contractor dismiss employees who have been given access to City facilities while the contract is in force, the Contractor will advise the City Security office.
- D. The City may request the Contractor to immediately remove from the premises and/or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 1. Neglect of duty, absenteeism, security or safety problems and sleeping on the job.
 - 2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
 - 3. Theft, vandalism, immoral conduct of any other criminal action.
 - 4. Selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances, which produce similar effects while on duty.
 - 5. Vehicle accident while on City property or driving City equipment. No employee, Contractor, or Subcontractor will be extended privileges to drive City equipment on City property if driving privileges have been withdrawn by the State of residence.
- E. All employees shall be required to sign in and out on a designated log sheet. All employees shall be required to sign in and out on a designated log sheet.
- F. All employees shall be required to wear at all times in an observable location, above the waist, on outer clothing, appropriate photo I. D. badges to be furnished

by the Contractor and approved by the City.

- G. Prior to the beginning of each workday, the Contractor shall file with the Department Security representative a list of all employees to be used at the work site. Employee names will be checked using this list and a State or Contractor issued photo I. D. card at the entry gates. Employees not named on the list or without appropriate identification will not be allowed entry.
- H. No one under age sixteen is permitted on the premises after normal working hours. Contractor's employees are allowed on premises only during the specified hours and only when working on this contract. No Contractor employee will be allowed on the premises when not specifically working on this contract at predetermined times and dates.

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

- A. All employees and agents of the Contractor must adhere to and abide by the contract documents and project rules.
- B. By Signing this Employee Log, I acknowledge that I understand and agree to abide by the project rules outlined below.

I further acknowledge that I have been briefed on specific hazards, hazardous substances that are on-site and the site emergency action procedure.

C. **PROHIBITED ACTIVITIES:**

1. Unauthorized removal or theft of CITY property
2. Violation of safety or security rules or procedures
3. Possession of firearms or lethal weapons on jobsite
4. Acts of sabotage
5. Destruction or defacing CITY property
6. Failure to use sanitary facilities
7. Failure to report accidents or job related injuries
8. Being under the apparent influence of drugs, alcohol or other intoxicants or in possession of drugs, alcohol or other intoxicants on the property
9. Wearing shorts or tennis shoes on the jobsite
10. Failure to wear a hardhat/safety glasses as required by law.
11. Gambling at any time on the project
12. Fighting, threatening behavior, or engaging in horseplay on the project
13. Smoking in unauthorized areas on the project
14. Open fire cooking or making unauthorized fires on project property
15. Selling items or raffles without authorization
16. Use of unauthorized cameras on the project

17. Use of radio or television in the construction area
18. Failure to park personal vehicle in authorized parking area
19. Failure to wear designated identification [Site Specific]
20. Failure to use designated gates
21. Use or storage of unauthorized chemicals or substances on site.

I have read, understand and agree to abide by the PROJECT SITE RULES. Furthermore, I understand failure to abide by these rules is grounds for being denied access to the project site. I have received a personal copy for my use and reference.

(END OF SECTION)

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A
OFFICE OF CONTRACT COMPLIANCE
REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

OFFICE OF
CONTRACT COMPLIANCE
Larry Scott
Director
Lscott@atlantaga.gov

August 10, 2015

RE: Project No.: FC 8381, Program Management Services

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) **Receipt of Complaint of Discrimination in the Bid Process**

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) **Determination of Violation of EBO Process**

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) **Office of Contract Compliance Determination of Non-Compliance**

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the

reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: FC 8381, Program Management Services

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **Program Management Services** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

18.1% AABE, APABE, and HABE

and

8.3% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.
3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
4. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

On this ____ day of _____, 20____, before me appeared _____, the person who signed the above covenant in my presence.

Notary Public

Seal

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This _____ day of _____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

Contractor

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC8381, Program Management Services

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

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

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

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

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

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

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

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

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by

the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease **\$1,000,000 each accident**
Bodily Injury by Accident/Disease **\$1,000,000 each employee**
Bodily Injury by Accident/Disease **\$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Pesticide or Herbicide Applicator Coverage
- Explosion, Collapse and Underground (XCU) Liability
- Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$10,000,000 per occurrence**.

- Coverage must follow form with primary policy
- May be used to achieve minimum liability limits
- Coverage must be as broad as primary policy

F. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The following indicated extensions of coverage must be provided:

- All Risk Coverage
- Operational Testing Coverage included
- Loss Payee Endorsement

G. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$5,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

H. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than **\$1,000,000** each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

I. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an **annual amount equal to 100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

APPENDIX C
GENERAL CONDITIONS

NOT APPLICABLE

APPENDIX D
SPECIAL CONDITIONS

NOT APPLICABLE

APPENDIX E
ADDITIONAL REQUIRED SUBMITTALS

NOT APPLICABLE