

**REQUEST FOR PROPOSALS**  
for  
**FC-8627, Atlanta Streetcar Advertising**



**City of Atlanta**

**Richard Mendoza**  
**Commissioner**  
**Department of Public Works**

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,**  
**CIPC, CISCC, CIGPM**  
**Chief Procurement Officer**  
**Department of Procurement**



## CITY OF ATLANTA

Kasim Reed  
Mayor

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DEPARTMENT OF PROCUREMENT  
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Chief Procurement Officer  
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January 5, 2016

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a proposal for **FC-8627, Atlanta Streetcar Advertising**. The City of Atlanta (the "City") is soliciting proposals from qualified firms to maintain and develop the Department of Public Works Atlanta Streetcar Advertising Program through a directed sales effort to maximize revenue from national, regional and local clients.

A **Pre-proposal Conference** will be held on **Wednesday, January 13, 2016, at 11:00 A.M. EST**, at 55 Trinity Avenue, S.W., Suite 1900 (1<sup>st</sup> Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concern. There will be representatives from the Department of Public Works, Office of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. Proponents are **strongly urged** to attend the Pre-proposal Conference.

Proponents will be allowed to submit questions in writing and 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 **Friday, January 15, 2016, at 2:00 P.M. EST**.

A site visit is scheduled following the pre-proposal conference on **Wednesday, January 13, 2016 at 1:00 P.M. EST at Streetcar Vehicle Maintenance Facility located at 275 Auburn Ave NE Atlanta, GA 30303**.

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 (1<sup>st</sup> Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EST, Friday, January 29, 2016**.

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

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Proposals will be publicly opened and read at 2:01 P.M. EST on the respective due date in Suite 1900 (1<sup>st</sup> 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 your business name, contact person, address, phone number, fax number, email address, and the project number to Elvis G. Gibbs, Business and FTA Procurement Manager, at [eggibbs@atlantaga.gov](mailto:eggibbs@atlantaga.gov) 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 be obtained from the Department of Procurement Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1<sup>st</sup> Floor), City Hall South, Atlanta, Georgia 30303, at a cost of \$75.00 per package as of January 5, 2016 between the hours of 8:15 am. EST and 5:00 P.M. EST, Monday through Friday. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mr. Elvis G. Gibbs, Business and FTA Procurement Manager, at (404) 865-8751 or by email at [eggibbs@atlantaga.gov](mailto:eggibbs@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

ALS/egg

# **PART I**

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## **INSTRUCTIONS TO PROPONENTS**

## **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 Public Works (“DPW”), Atlanta Streetcar (“ASC”) seeks to procure the following services (“Services”): a qualified and experienced Out of Home advertising firm to maintain and develop the Department of Public Works Atlanta Streetcar Advertising Program through a directed sales effort to maximize revenue from national, regional, and local clients. The initial contract term will be for five (5) years.
- 2. Scope of Services:** A more detailed Scope of Services (“SOS”) sought in this procurement is set forth in Exhibit A1 – Scope of Services attached to the Services Agreement (“Services Agreement”); Contract No. **FC-8627, Atlanta Streetcar Advertising**, included in this RFP at Part 5.<sup>1</sup>
- 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. Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.
  - 4.2. Each Proponent must have successfully undertaken and completed in the past (5) five years at least (3) three other projects similar in nature.
- 5. 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.
- 6. 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., EST** (as verified by the Bureau of National Standards) on **Friday, January 29, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
- 7. Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for, **Wednesday, January 13, 2016 at 11:00 A.M. EST.**, in the

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<sup>1</sup> All capitalized terms contained in the Services Agreement are incorporated into this RFP.

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.

A site visit is scheduled following the pre-proposal conference on **Wednesday, January 13, 2016 at 1:00 P.M. EST at Streetcar Vehicle Maintenance Facility located at 275 Auburn Ave NE Atlanta, GA 30303.**

- 8. Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Mr. Elvis G. Gibbs, Business and Federal Transit Administration (FTA) Procurement Manager, Department of Procurement, 55 Trinity Avenue, SW, Suite 1790, Atlanta, Georgia 30303-0307 at e-mail [eggibbs@atlantaga.gov](mailto:eggibbs@atlantaga.gov) on or before **Friday, January 15, 2016 at 2:00 P.M. EST.** 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, 1<sup>st</sup> 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 addresses of any proposed subcontractors or equipment manufacturers 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.

**16. Oral Presentations and Demonstrations:** All responsive Proponents may be required to make an oral presentation of their proposed solution 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 capabilities of the proposed solution. 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.

**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.

# **PART II**

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## **CONTENTS OF PROPOSALS**

## **Part 2; Contents of Proposals**

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. Revenue Proposal (Form provided by City at Part 5; Services Agreement; **Exhibit A.2-Revenue Proposal**). **Exhibit A.2-Revenue Proposal** will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
  
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;
      - 3.1.1.3. Experience and Qualifications of Key Personnel;
      - 3.1.1.4. Overall Experience, Qualifications and Performance on Previous Similar Projects; and
      - 3.1.1.5. Project and Management Plan.
  
    - 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 (N/A);
        - 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 (N/A);
        - 3.1.2.1.10. Form 9; Required Submittal Checklist;
        - 3.1.2.1.11. Authority to Transact Business in the State of Georgia; and
        - 3.1.2.1.12. Required Federal Certifications (see Appendix C).

**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 Services Agreement attached to this RFP at Part 5:

3.1.2.2.1. Exhibit A.2-Revenue Proposal (**This should be included in a separate sealed envelope and labeled “Revenue Proposal”**);

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 (Tab in Volume I)**

3.2.1.1. Cover Letter: 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 a Contract 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.

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 project. 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. 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 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.
- 3.2.1.2.5. A brief history of the company including the number of years in business providing the services you are outlining in your proposal.

### **3.2.2. Organizational Structure (Tab in Volume I):**

The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

- 3.2.2.1. Clearly defining the composition and organization of the proponent's team to include identification of the prime firm, subconsultants, or joint venture partners, as applicable, and the proposed distribution of work; and
- 3.2.2.2. Providing an Organizational Chart showing the relationship of all firms and key personnel. Including the office location for each firm on the consultant team; and
- 3.2.2.3. Describing the technical capabilities and professional qualifications possessed by each firm on your consultant team and indicate experience in the transit environment and how it relates to the proposed work; and
- 3.2.2.4. If applicable, discuss previous relationships between the team member firms on other projects.

### **3.2.3. Experience and Qualifications of Key Personnel (Tab in Volume I):**

- 3.2.3.1. Identify and provide a resumes for the individuals that the Proponent will use to fill the following Key Personnel positions:
  - 3.2.3.1.1. Project Manager
  - 3.2.3.1.2. Program Safety Manager
  - 3.2.3.1.3. Project Controls Manager
  - 3.2.3.1.4. Contract Administrator
  - 3.2.3.1.5. Other key members of the project team.
- 3.2.3.2. Resumes should be organized as follows:
  - 3.2.3.2.1. Name and Title;
  - 3.2.3.2.2. Professional Background;
  - 3.2.3.2.3. Current and Past Relevant Employment;

- 3.2.3.2.4. Education;
- 3.2.3.2.5. Certifications;
- 3.2.3.2.6. List of (3) Relevant projects, including:
  - 3.2.3.2.6.1. client name;
  - 3.2.3.2.6.2. project description;
  - 3.2.3.2.6.3. project value;
  - 3.2.3.2.6.4. role of the individual;
  - 3.2.3.2.6.5. the original contract schedule to start and complete the project; and
  - 3.2.3.2.6.6. the actual start and completion dates of the project.

3.2.3.3. 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 team members during the course of the project, Proponent must describe its back-up personnel plan.

**3.2.4. Overall Experience, Qualifications and Performance on Pervious Similar Projects (Tab in Volume I):**

3.2.4.1. Proponents should detail their relevant experience, qualifications, performance, and capabilities for performing the services outlined in the Exhibit A; Statement of Work. Proponent's pervious relevant experience should be directly related to the transit environment.

3.2.4.2. Proponents should provide examples of advertising campaigns that they have designed, developed and provided for previous, similar services for advertising programs, as outlined in the Exhibit A; Statement of Work and directly related to the transit environment.

**3.2.5. Project Plan and Management Plan (Tab in Volume I):** Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

3.2.5.1. Describe your team's anticipated, internal project delivery process to include project definition, proposal preparation, project staffing, work execution (field and office), project communication, and preparation and review of deliverables.

3.2.5.2. Describe Quality Assurance Program and how it will be utilized for this project.

3.2.5.3. Describe the method(s) you plan to use to monitor and control the cost and schedule aspects of a project of this scope. State your history and that of your individual team members on similar projects using objective data as evidence. Discuss how you have prevented delays and cost overruns on past projects.

**3.3. Revenue Proposal.** Each Proponent must submit a Revenue Proposal using the form provided by the City at Part 5; Draft Services Agreement; **Exhibit A.2-Revenue Proposal.** The Revenue Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Revenue Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) original, marked "Original" and seven (7) copies in a separate envelope.**

#### **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-8627, Atlanta Streetcar Advertising**, 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 "Revenue Proposal", one (1) original, marked "Original" and seven (7) copies of its Revenue 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 III**

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## **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.

All Proposals will be evaluated using the following Evaluation Form:

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEM</b>	<b>SCORE</b>
<b>15%</b>	<b>Experience and Qualifications of Key Personnel</b>	
<b>20%</b>	<b>Overall Experience, Qualifications and Performance on Previous Similar Projects</b>	
<b>25%</b>	<b>Project and Management Plan</b>	
<b>15%</b>	<b>Revenue Proposal</b>	
<b>15%</b>	<b>OCC Programs</b>	
<b>10%</b>	<b>Financial Capability</b>	
<b>100%</b>	<b>TOTAL SCORE</b>	

# **PART IV**

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## **REQUIRED SUBMITTALS**

# 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: \_\_\_\_\_

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: \_\_\_\_\_

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 Form (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. <b>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.</b>

**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 Form (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.**

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.

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 Form (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**  
   

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**Required Submittal (FORM 2)**  
**Contractor Disclosure Form (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 offerors 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/Offeror."

**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 offerors 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 Form (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 Form (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 Form (Page 7 of 7)**

**Declaration**

Under penalty of perjury, I declare that I have examined this Disclosure Form 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: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)

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

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*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: \_\_\_\_\_

\_\_\_\_\_  
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:**

Offerors **MUST** submit a **completed copy of this form executed by their insurance company.**  
**Failure to submit completed form will result in the Offeror 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-\_\_\_\_: \_\_\_\_\_ (**"Project"**) and its corresponding **Appendix for Insurance Requirements;**
- (c) Insurer certifies that if, as of the date written above, \_\_\_\_\_ (**"Offeror"**) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix 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 Offeror 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 Offeror's security submitted with its offer and/or disqualify Offeror 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]

\_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

\_\_\_\_\_  
Notary of Public (Seal) \_\_\_\_\_ (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-\_\_\_\_\_**;  
\_\_\_\_\_:

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 Directory<sup>1</sup>**

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

\_\_\_\_\_

<sup>1</sup> 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 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:

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*(Use the Same Format to Provide the Additional References)*

## **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.

<b>Required Proposal Submittal Check Sheet</b>	
1	<p><b>Volume I – Informational Proposal:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Executive Summary</li> <li><input type="checkbox"/> Organizational Structure</li> <li><input type="checkbox"/> Experience and Qualifications of Key Personnel</li> <li><input type="checkbox"/> Overall Experience, Qualifications and Performance on Previous Similar Projects</li> <li><input type="checkbox"/> Management Plan</li> </ul>
2	<p><b>Volume II – 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).</b> Required Submittal include but are not limited to:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Form 1; Illegal Immigration Reform and enforcement Act Forms</li> <li><input type="checkbox"/> Form 2; Contractor Disclosure Form</li> <li><input type="checkbox"/> Form 3; Proponent Financial Disclosure</li> <li><input type="checkbox"/> Form 4.1; Certification of Insurance Ability</li> <li><input type="checkbox"/> Form 4.2; Certification of Bonding Ability <b>(N/A)</b></li> <li><input type="checkbox"/> Form 5; Acknowledgment of Addenda</li> <li><input type="checkbox"/> Form 6; Proponents Contact Directory</li> <li><input type="checkbox"/> Form 7; Reference List</li> <li><input type="checkbox"/> Form 8; Proposal Guarantee <b>(N/A)</b></li> <li><input type="checkbox"/> Form 9; Required Submittal Checklist</li> <li><input type="checkbox"/> Authority to Transact Business in the State of Georgia</li> <li><input type="checkbox"/> Appendix A – Office of Contract Compliance Forms 1 – 5</li> <li><input type="checkbox"/> Certification of Primary Participant</li> <li><input type="checkbox"/> Certification of Lower – Tier Participant Regarding</li> <li><input type="checkbox"/> Certification Regarding Lobbying</li> <li><input type="checkbox"/> Disclosure of Lobbying Activities</li> </ul>
3	<b>Exhibit A.2 – Revenue Proposal</b>
4	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Proponent’s Official Company Name:</b> _____</li> <li><input type="checkbox"/> <b>Company Physical Address:</b> _____</li> <li>_____</li> <li>_____</li> <li>_____</li> </ul>
5	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>President/Vice President/Owner Name:</b> _____</li> <li><input type="checkbox"/> <b>Title:</b> _____</li> <li><input type="checkbox"/> <b>Office Telephone Number:</b> _____</li> <li><input type="checkbox"/> <b>Direct Cell Telephone Number:</b> _____</li> <li><input type="checkbox"/> <b>Email Address:</b> _____</li> </ul>
6	<ul style="list-style-type: none"> <li><input type="checkbox"/> <b>Primary Point-of-Contact Concerning RFP:</b> _____</li> <li><input type="checkbox"/> <b>Title:</b> _____</li> <li><input type="checkbox"/> <b>Office Telephone Number:</b> _____</li> <li><input type="checkbox"/> <b>Direct Cell Telephone Number:</b> _____</li> <li><input type="checkbox"/> <b>Email Address:</b> _____</li> </ul>

**SERVICES AGREEMENT; CONTRACT NO. FC-8627**

This Services Agreement (“Agreement”) is entered into and effective as of \_\_\_\_\_ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Service Provider”) set forth below.

<b>Contract Name: Atlanta Streetcar Advertising</b>	<b>Contract No. FC-8627</b>
<b>Service Provider</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency: Department of Public Works / Atlanta Streetcar</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Authorized Representative:</b>	<b>Authorized Representative:</b>

**1. Background.**

1.1 City desires to obtain from Service Provider the services (“Services”) described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

**2. Term.**

2.1 Initial Term. The initial term of this Agreement will be five (5) years. This Agreement shall commence on the Effective Date and end on [\_\_\_\_\_]. 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 [five (5)] additional one-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;

**3.** If such legislation is enacted, within \_\_\_ days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider 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 Service Provider that its initial execution of

this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

#### **4. Interpretation.**

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

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

1. Agreement
2. Exhibit A – Services and Additional Requirements and Terms
3. Exhibit A1 – Scope of Services
4. Exhibit A2 – Revenue Proposal Form
5. Exhibit B - Definitions
6. Exhibit D - City Security Policies
7. Exhibit E - Dispute Resolution Procedures
8. Exhibit E1 – Advertising Review and Approval Process
9. Appendix A - Office of Contract Compliance Requirements
10. Appendix B - Insurance and Bonding Requirements
11. Appendix C - Additional Contract Documents
12. Appendix C1 - Federal Transit Administration Required Clauses
13. Appendix C2 - Federal Transit Administration Required Certifications
14. Appendix C3 – System Safety Program Plan
15. Appendix C4 – Atlanta Streetcar Advertisement Policy and Regulations
16. Appendix C5 – Potential Advertising Elements

**5. 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. Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider.

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

Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

### 5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).<sup>2</sup> 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 include, but are not limited to:

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

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

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

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

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider 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 Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

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<sup>2</sup> 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.).

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 Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider 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 Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider 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 Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, 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, Service Provider 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.

## **6. Service Provider's Obligations**

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

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (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, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider 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 to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

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

(a) \_\_\_\_\_;

(b) \_\_\_\_\_; and

(c) \_\_\_\_\_.

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

(a) \_\_\_\_\_;

(b) \_\_\_\_\_; and

(c) \_\_\_\_\_.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider 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.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider 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 Service or other document or item to be submitted or prepared by Service Provider 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 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 Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider 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 Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider 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 Service Provider's performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 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 on **Exhibit A**, 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.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider 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 Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 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.

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

**9. Service Provider Representations and Warranties.** As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider 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. Service Provider 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 Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and 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.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider 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.

## **10. Compliance with Laws.**

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

10.2 City's Socio-Economic Programs. Service Provider 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. Service Provider 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 Service Provider 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, Service Provider 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, Service Provider 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 Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider 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 derivate 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 Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider 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, Service Provider 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. Service Provider irrevocably designates City as Service Provider’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 Service Provider’s name, with the same force and effect as if performed by Service Provider.

## **13. Audit and Inspection Rights.**

### **13.1 General.**

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider 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 Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider 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 normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider 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 Service Provider, Service Provider shall promptly refund such overpayment and Service Provider 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 Service Provider.

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, Service Provider 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 Service Provider.**

14.1 General Indemnity. Service Provider 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) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider 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 Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider 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 Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; 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 Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider 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 materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider 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 materials or methodologies; (B) replace such materials or methodologies 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 materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

## 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 SERVICE PROVIDER"** 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; or (b) 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. Service Provider 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 Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider 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 Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider'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**", Service Provider 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 Service Provider if Service Provider: (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, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider’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 Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

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, Service Provider 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 Service Provider 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 is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

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.

## **20. General.**

20.1 Notices. Any notice 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 1790, 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. Service Provider 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 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 Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider 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. SERVICE PROVIDER 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. Service Provider 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, Service Provider is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Service Provider'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 Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Service Provider 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 Service Provider. Service Provider 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.

DRAFT

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

**City of Atlanta**

**[Service Provider]**

\_\_\_\_\_  
**Mayor**

\_\_\_\_\_  
**Municipal Clerk (Seal)**

**Approved:**

\_\_\_\_\_  
**Department of Public Works**

\_\_\_\_\_  
**Chief Procurement Officer**

**Approved as to form:**

\_\_\_\_\_  
**City Attorney**

**DRAFT**

**Signature Block Options for Service Provider:**

**Corporate signature:**

**[Insert Corporate Name]**

\_\_\_\_\_

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

**Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Corporate Secretary/Assistant  
Secretary (Seal)**

**Limited Liability Company:**

**[Insert LLC Name]**

\_\_\_\_\_

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

**Name:** \_\_\_\_\_

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

\_\_\_\_\_

**Notary Public (Seal)**

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

**EXHIBIT A**  
**SERVICES AND ADDITIONAL REQUIREMENT AND TERMS**

**EXHIBIT A1**  
**SCOPE OF SERVICES**

# STATEMENT OF WORK

## FC-8627, ATLANTA STREETCAR ADVERTISING

### OVERVIEW

The building of the modern Atlanta Streetcar represents the first step in the dawning of a new era for transit – one that will begin to transform how we get around in our community. The section that opened for use in December 2014 represents Phase One of a grand vision for the Atlanta Streetcar. In the coming years, additional lines are planned, and project developers intend to expand service to additional neighborhoods and other popular destinations around the city.

Ultimately, the Atlanta Streetcar is destined to become part of a whole new system of local and regional transportation. Phase One offers last mile connectivity to the Peachtree Center for Metropolitan Atlanta Rapid Transit Authority (MARTA), the Atlanta BeltLine and other transit options, and additional phases will expand that service even further. The Atlanta Streetcar makes access easier within the city, and it also functions as a metaphorical link between the city's rich history with rail transportation and its evolution into a robust centerpiece of the New South and 21st century connectivity.

The East-West route serves as Phase One of the Atlanta Streetcar project, connecting the Centennial Olympic Park area to the Martin Luther King Jr. National Historic Site.

- **Route:** The East-West route features 2.7 running track miles with 12 stops.
- **Vehicle:** A modern electric streetcar made by Siemens.
- **Operation:** The system utilizes an overhead power system (single trolley wire) that operates on-street in lanes shared with other traffic.
- **Frequency:** Streetcars run approximately every 10 to 15 minutes, depending on ridership demand and traffic conditions.
- **Hours:** Service operates 7 days a week; Monday through Thursday from 6:00 a.m. to 11:00 p.m., Fridays from 6:00 a.m. to 1:00 a.m., Saturdays from 8:30 a.m. to 1:00 a.m., and Sundays from 9:00 a.m. to 11:00 p.m.
- **Fares:** The Atlanta Streetcar currently uses the same Breeze smart-card technology as MARTA bus and rail service. In this Request for Proposals, the Atlanta Streetcar is seeking proposals for the development and maintenance of an advertising program.
- **Benefits:** The Atlanta Streetcar provides a more sustainable and viable alternative to buses with less noise and fewer emissions.
- **Operating Cost:** Operational costs will be covered by fare box revenue, advertising, Atlanta Downtown Improvement District (ADID), Atlanta car rental and hotel motel tax, and federal funds.

### GOALS & OBJECTIVES

The City of Atlanta requests the services of an experienced Out of Home advertising firm to maintain and develop the Department of Public Works Atlanta Streetcar advertising program through a directed sales effort to maximize revenue from national, regional, and local clients.

## STATEMENT OF WORK

### FC-8627, ATLANTA STREETCAR ADVERTISING

Maximizing revenue is the primary goal of this Request for Proposal (RFP) with the intent on utilizing high quality, state-of-the-art advertising techniques in order to increase the overall success on the advertising program; enhance the passenger experience; and promote the City of Atlanta and the Downtown Business community. The City will consider a term of five (5) years for the sale of advertising in and upon its stops, property, and rolling stock, which may include, but is not limited to:

- (1) Print advertising inside and upon its stops
- (2) Print advertising inside and upon its streetcars, (NOTE: Wraps may be considered if they are part of a larger campaign that delivers value for Streetcar riders)
- (3) Video displays inside its stops
- (4) Video displays inside its streetcars
- (5) Audio messaging in the streetcars and possibly on the platforms
- (6) Print advertising upon its utility and support vehicles
- (7) Branding on customer seating
- (8) Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property. Attached are photos of the physical spaces noted.
- (9) Advertising on the Streetcar Web Site
- (10) Advertising on Streetcar Maps and other printed material
- (11) Advertising on the Streetcar ticket and Information APP

All advertising will be required to comply with the Atlanta Streetcar Advertising Policy in this RFP, (see Appendix C4). Proponents are encouraged to use aggressive strategies to improve the value and revenue potential of the contract. Proponents are also advised that the City of Atlanta seeks creative programs for Transit Advertising that respects the aesthetic environment, diverse cultural population that is appropriate to enhance the perception of the City of Atlanta and Downtown Community.

### **Transit Advertising**

#### **Annual Payment Guarantee Proposals**

The Contractor shall propose a minimum guarantee with an annual escalator and percentage revenue split over and above the guarantee amount. Such revenue split or percentage should increase when the advertiser is brought to the Proponent by representatives from the City of Atlanta. Proponent has the right to approve the companies that the City of Atlanta may pursue on their behalf. Upon contract award, the Proponent's minimum guarantees and percentage revenues become absolute and binding contractual obligations.

## STATEMENT OF WORK

FC-8627, ATLANTA STREETCAR ADVERTISING

### **Approval of Advertising**

The Atlanta Streetcar Department reserves the right to approve all materials, devices, and locations of advertising to be placed on the Atlanta Streetcar system. Traditional King, Queen, and Rear ad panels will be allowed along with full or partial vehicle wraps, pending approval from the Mayor's office. The contractor may offer to develop other advertising spaces and devices. The Atlanta Streetcar may accept or reject these items after review. At a minimum, the contractor shall utilize the standard advertising spaces on all streetcars and station stops in order to maximize sales.

Any "wrap" designs and related value added programs must be approved in advance by the Atlanta Streetcar and the Mayor's Office. All advertising will be subject to the Atlanta Streetcar's advertising policy contained herein.

### **Vehicles Requested to Display Advertising**

When requested by the Contractor, the Atlanta Streetcar will attempt to make streetcars available for advertising clients to serve as a stationary promotional tool or for visual inspection. The Atlanta Streetcar will charge an hourly fee to cover direct operating costs when providing any streetcars for advertisements/promotions. The Contractor will be charged based upon Operator time to and from the event, time spent at the event, and any other directly assigned cost. Visual inspection of streetcars with advertising displays performed during revenue or non-revenue service hours will require a charge based on directly assigned cost.

### **Maintenance of Inventory and Advertising**

Due to the nature of Streetcar operations and the safety measures required, the Contractor is obligated to contact the Atlanta Streetcar prior to the installation of advertising materials and/or equipment on the City of Atlanta's right of way or facilities. Safety precaution manpower that may be required, such as flagging, shall be charged to the Contractor. Repair or construction work related to streetcar stations and street furniture also requires the contractor to contact the Atlanta Streetcar along with other affiliated entities. Atlanta Streetcar reserves the right to inspect all work done by the Contractor or its agents. The Atlanta Streetcar shall be fully reimbursed for all inspection personnel and other personnel such as flagmen required for the safe completion of the work. The Atlanta Streetcar shall invoice the Contractor for these and all other expenses associated with the construction of new advertising structures and equipment. Until invoices are paid in full, the Atlanta Streetcar will not accept the installation as being complete and allow for the sale of advertising on that structure or equipment.

## STATEMENT OF WORK

FC-8627, ATLANTA STREETCAR ADVERTISING

### **Contractor Responsibility**

Due to heightened concerns for safety and security, vehicle wraps will not be allowed to cover any portion of windows. All direct application vinyl material must be warranted against damage to vehicle paint and exteriors upon removal. Their removal of advertising displays is the sole responsibility of the Contractor. In addition, the Atlanta Streetcar will not be liable for any damage to advertising materials. It is the Contractor's responsibility to repair any vandalism, graffiti, and accidental damage to advertising.

All materials used will be subject to testing and approval by the Atlanta Streetcar's Safety and Security Director. Upon award of contract, an Operating Plan shall be established so the contractor, the Atlanta Streetcar's Operations Offices and the City of Atlanta's Marketing and Partnership Department can develop a daily procedure for requesting utility and support vehicles, streetcars, and access to stations.

### **Atlanta Streetcar Public Information and Station Maps**

The Atlanta Streetcar is requiring the transit advertising contractor to provide or reimburse the City of Atlanta for design, cartography, printing, and installation of Atlanta Streetcar map to include: the folded system map along with the streetcar station maps and public information, which are produced yearly. The contractor shall perform this process under the Atlanta Streetcar's supervision and approval or as a reimbursement to the Atlanta Streetcar upon completion. The contractor is encouraged to solicit advertising or sponsorships in association with the maps to offset the cost associated with this effort.

### **Asset Purchase at Agreement Termination**

Upon termination of the current agreement the Atlanta Streetcar has the option to purchase all advertising devices from the current contractor at actual cost including installation less depreciation. Upon commencement of the new agreement the contractor shall purchase at an equal (or depreciated) cost, all advertising devices if the Atlanta Streetcar had exercised its purchase option at the conclusion of the first term.

### **Media Bank Barter Agreements**

The Atlanta Streetcar is seeking advertising media support from the Transit Advertising Contractor in the form of radio, television, internet, outdoor billboards, magazines, and/or newspapers. The Atlanta Streetcar will use this advertising inventory to supplement its annual advertising budget for promoting Atlanta Streetcar services.

Proposals should include rate card value and the available media. For instance, a Proponent may choose to offer drive time radio on one or more stations on which it has available time.

## STATEMENT OF WORK

### FC-8627, ATLANTA STREETCAR ADVERTISING

In addition if the Proponent can cause its media partners to run PSA's that support the use of the Streetcar as part of a City Wide Green Initiative they should so state in the proposal. Any Media Bank Barter Agreement is separate and exclusive from the 20% promotional space requirements for the Atlanta Streetcar and the City of Atlanta – Mayor's Office and co-promotional messages on the transit system. The Proponent shall provide a proposal indicating the value and type of media that will be available to the Atlanta Streetcar and the City of Atlanta Mayor's Office each year. The Contractor shall provide a quarterly inventory of available media sources to the City of Atlanta's Director of Marketing Partnerships and /or the Atlanta Streetcar's designated executive, with a copy to the Advertising Contract Administrator. Each quarter, the Contractor shall provide a detailed list of barter and values used and remaining available barter along with affidavits for TV or radio, tear sheet for print, and documentation for all other types of media.

#### **Promotional Space**

The City of Atlanta and /or the Streetcar shall have the option to use up to 20% of the advertising space free of charge. This space will be used for the self-promotion of the Streetcar and/or City owned or supported events and the events sponsors. If provided artwork Contractor agrees to produce materials at their cost and the contractor shall place, maintain and remove the ads at their cost. The contractor will have the right to sell such space that is not used by the City of Atlanta or the Streetcar. Coordination of such activities will be through the City of Atlanta and/or the Streetcar.

#### **Advertising Material Maintenance**

The Contractor shall insure all advertising materials and units that hold the advertising are maintained and cleaned on a regular basis and agrees to submit bi-monthly photo-audits of all said materials and fixtures for Streetcar staff review. Violations of the contract will require the contractor to reimburse the Streetcar Department for the cost to perform the work necessary to cure the violation. Photographic evidence will be submitted to the contractor along with an invoice by the 10<sup>th</sup> workday of the following month. Payment by the contractor will be consistent with commission payments. Reimbursement cost will be based on the time and materials required and the labor rate will be based on the hourly rate of the staff required to perform the work.

#### **Multiple Awards**

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

## STATEMENT OF WORK

FC-8627, ATLANTA STREETCAR ADVERTISING

### **Audience Data**

The Atlanta Streetcar will endeavor to provide as much ridership (current and projected) as possible as well as data on the number of pedestrians and vehicles that will pass by the stations and cars during the immediate forthcoming 12 month period.

### **Advertising Placement**

Contractor will be responsible for all costs associated with the contract, including but not limited to installation and removal of all advertising materials.

**EXHIBIT A2**  
**REVENUE PROPOSAL FORM**

# Revenue Proposal

## Atlanta Streetcar Advertising

### Base YR 1

BASE YEAR No. 1					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1A	Print advertising inside and upon its stops	Month	12	\$	\$
2A	Print advertising inside and upon its streetcars	Month	12	\$	\$
3A	Video displays inside its stops	Month	12	\$	\$
4A	Video displays inside its streetcars	Month	12	\$	\$
5A	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6A	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7A	Branding on customer seating	Month	12	\$	\$
8A	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9A	Advertising on the Streetcar Web Site	Month	12	\$	\$
10A	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11A	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Base Year 1 (Lines 1A through 11A)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Base YR 2

BASE YEAR No. 2					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1B	Print advertising inside and upon its stops	Month	12	\$	\$
2B	Print advertising inside and upon its streetcars	Month	12	\$	\$
3B	Video displays inside its stops	Month	12	\$	\$
4B	Video displays inside its streetcars	Month	12	\$	\$
5B	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6B	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7B	Branding on customer seating	Month	12	\$	\$
8B	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9B	Advertising on the Streetcar Web Site	Month	12	\$	\$
10B	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11B	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Base Year 2 (Lines 1B through 11B)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Base YR 3

BASE YEAR No. 3					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1C	Print advertising inside and upon its stops	Month	12	\$	\$
2C	Print advertising inside and upon its streetcars	Month	12	\$	\$
3C	Video displays inside its stops	Month	12	\$	\$
4C	Video displays inside its streetcars	Month	12	\$	\$
5C	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6C	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7C	Branding on customer seating	Month	12	\$	\$
8C	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9C	Advertising on the Streetcar Web Site	Month	12	\$	\$
10C	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11C	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Base Year 3 (Lines 1C through 11C)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Base YR 4

BASE YEAR No. 4					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1D	Print advertising inside and upon its stops	Month	12	\$	\$
2D	Print advertising inside and upon its streetcars	Month	12	\$	\$
3D	Video displays inside its stops	Month	12	\$	\$
4D	Video displays inside its streetcars	Month	12	\$	\$
5D	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6D	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7D	Branding on customer seating	Month	12	\$	\$
8D	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9D	Advertising on the Streetcar Web Site	Month	12	\$	\$
10D	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11D	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Base Year 4 (Lines 1D through 11D)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Base YR 5

BASE YEAR No. 5					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1E	Print advertising inside and upon its stops	Month	12	\$	\$
2E	Print advertising inside and upon its streetcars	Month	12	\$	\$
3E	Video displays inside its stops	Month	12	\$	\$
4E	Video displays inside its streetcars	Month	12	\$	\$
5E	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6E	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7E	Branding on customer seating	Month	12	\$	\$
8E	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9E	Advertising on the Streetcar Web Site	Month	12	\$	\$
10E	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11E	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Base Year 5 (Lines 1E through 11E)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Option YR 1

OPTION YEAR No. 1					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1F	Print advertising inside and upon its stops	Month	12	\$	\$
2F	Print advertising inside and upon its streetcars	Month	12	\$	\$
3F	Video displays inside its stops	Month	12	\$	\$
4F	Video displays inside its streetcars	Month	12	\$	\$
5F	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6F	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7F	Branding on customer seating	Month	12	\$	\$
8F	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9F	Advertising on the Streetcar Web Site	Month	12	\$	\$
10F	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11F	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Option Year 5 (Lines 1F through 11F)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Option YR 2

OPTION YEAR No. 2					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1G	Print advertising inside and upon its stops	Month	12	\$	\$
2G	Print advertising inside and upon its streetcars	Month	12	\$	\$
3G	Video displays inside its stops	Month	12	\$	\$
4G	Video displays inside its streetcars	Month	12	\$	\$
5G	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6G	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7G	Branding on customer seating	Month	12	\$	\$
8G	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9G	Advertising on the Streetcar Web Site	Month	12	\$	\$
10G	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11G	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Option Year 5 (Lines 1G through 11G)</b>					<b>\$</b>

**Revenue Proposal**  
**Atlanta Streetcar Advertising**  
**Option YR 3**

OPTION YEAR No. 3					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1H	Print advertising inside and upon its stops	Month	12	\$	\$
2H	Print advertising inside and upon its streetcars	Month	12	\$	\$
3H	Video displays inside its stops	Month	12	\$	\$
4H	Video displays inside its streetcars	Month	12	\$	\$
5H	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6H	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7H	Branding on customer seating	Month	12	\$	\$
8H	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9H	Advertising on the Streetcar Web Site	Month	12	\$	\$
10H	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11H	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Option Year 5 (Lines 1H through 11H)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Option YR 4

OPTION YEAR No. 4					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1i	Print advertising inside and upon its stops	Month	12	\$	\$
2i	Print advertising inside and upon its streetcars	Month	12	\$	\$
3i	Video displays inside its stops	Month	12	\$	\$
4i	Video displays inside its streetcars	Month	12	\$	\$
5i	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6i	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7i	Branding on customer seating	Month	12	\$	\$
8i	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9i	Advertising on the Streetcar Web Site	Month	12	\$	\$
10i	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11i	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Option Year 5 (Lines 1i through 11i)</b>					<b>\$</b>

# Revenue Proposal

## Atlanta Streetcar Advertising

### Option YR 5

OPTION YEAR No. 5					
TASK ITEM	DESCRIPTION	UNIT	ESTIMATED UNIT QUANTITY	UNIT REVENUE	EXTENDED REVENUE
1J	Print advertising inside and upon its stops	Month	12	\$	\$
2J	Print advertising inside and upon its streetcars	Month	12	\$	\$
3J	Video displays inside its stops	Month	12	\$	\$
4J	Video displays inside its streetcars	Month	12	\$	\$
5J	Audio messaging in the streetcars and possibly on the platforms	Month	12	\$	\$
6J	Print advertising upon its utility and support vehicles	Month	12	\$	\$
7J	Branding on customer seating	Month	12	\$	\$
8J	Print advertising, banners, video displays or similar devices displayed upon its facilities, structures, and property.	Month	12	\$	\$
9J	Advertising on the Streetcar Web Site	Month	12	\$	\$
10J	Advertising on Streetcar Maps and other printed material	Month	12	\$	\$
11J	Advertising on the Streetcar ticket and Information APP	Month	12	\$	\$
<b>Total Revenue, Option Year 5 (Lines 1J through 11J)</b>					<b>\$</b>

# Revenue Proposal Atlanta Streetcar Advertising Proposal Summary

## 5-YEAR BASE TERM SUMMARY

BASE YEAR 1 TOTAL	\$
BASE YEAR 2 TOTAL	\$
BASE YEAR 3 TOTAL	\$
BASE YEAR 4 TOTAL	\$
BASE YEAR 5 TOTAL	\$
<b>5-YEAR BASE TOTAL</b>	<b>\$</b>

## FIVE 1-YEAR OPTIONS SUMMARY

OPTION YEAR 1 TOTAL	\$
OPTION YEAR 2 TOTAL	\$
OPTION YEAR 3 TOTAL	\$
OPTION YEAR 4 TOTAL	\$
OPTION YEAR 5 TOTAL	\$
<b>FIVE 1-YEAR OPTIONS TOTAL</b>	<b>\$</b>

**TOTAL REVENUE PROPOSAL (5-YEAR BASE PLUS FIVE (5) 1-YEAR OPTIONS)**

**\$**

**EXHIBIT B**  
**DEFINITIONS**

## **EXHIBIT B** **DEFINITIONS**

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

“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 Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

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

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

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider 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.

“Party” or “Parties” means City and/or Service Provider.

“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.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

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

**EXHIBIT C**  
**AUTHORIZING LEGISLATION**

If applicable, legislation will be generated once an award is made.

**EXHIBIT D**  
**CITY SECURITY POLICIES**

As applicable

## **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

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**

## **DISPUTE RESOLUTION PROCEDURES**

- 1.** If Service Provider 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, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider 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 Service Provider's written notice to City is required under this subsection, Service Provider 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, Service Provider 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 Service Provider 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 Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

**EXHIBIT E1**  
**ADVERTISING APPROVAL AND REVIEW PROCESS**

**Approval and Review Process**

Atlanta Streetcar, and/or its agent (“**Agent**”), may sell Advertising opportunities on Streetcar Property consistent with the Atlanta Streetcar Advertising Policy and Regulations, (See Appendix C4). All Advertising must comply with the Policy. The City reserves the right to remove any Advertising from Streetcar Property upon determining that the Advertising does not comply with the Policy.

If Atlanta Streetcar or its Agent rejects the proposed Advertising for failure to comply with the Policy, then the prospective advertiser (“**Prospective**”) may appeal such decision to the Mayor’s Chief of Staff (“**Chief of Staff**”). The request for such appeal must be made in writing and delivered by registered or certified U.S. Mail or personal delivery to:

City of Atlanta  
Attn: Mayor’s Chief of Staff  
55 Trinity Avenue, S.W.  
2<sup>nd</sup> Floor Executive Offices  
Atlanta, Georgia 30303

The appeal request must be mailed or hand-delivered within five (5) business days after the Prospective’s receipt of the decision rejecting the Advertising. The Chief of Staff shall provide a written appeal decision to the Prospective within thirty (30) days after the appeal is received. The written decision of the Chief of Staff shall be the final decision of the City.

**APPENDIX A**  
**OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
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ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Larry Scott  
Director  
[Lscott@atlantaga.gov](mailto:Lscott@atlantaga.gov)

**December 18, 2015**

**RE: Project No.: FC- 8627, Atlanta Streetcar Advertising (RFP)**

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 demonstrate compliance with the 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 and afford all firms, including Small Business Enterprises (SBE) 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 SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 54- Advertising Agencies" from the browse-able drop down field.

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**  
**SMALL BUSINESS ENTERPRISE**  
**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 size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

### **Implementation of SBE Policy**

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation 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 SBE or other acceptable 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 SBE or other acceptable certification number, and supplier id number

### **Determination of Good Faith Efforts 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 requirement of section 2-1372 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 SBE1.
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 SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during 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, 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 SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the Bid.

## OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach 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 SBEs, 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 SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

### **Small Business Enterprise Program Bid/RFP Submittals**

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

### **Monitoring Of SBE Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation 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 information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

### **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 2000 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**

**Small Business Enterprise Goals for this Project**

**Project No.: FC-8627, Atlanta Streetcar Advertising (RFP)**

The Small Business Enterprise goals for the trade categories listed in this project are:

**35.00% SBE**

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 good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

## Small Business Enterprise Program Reminders

1. Subcontractor Certification. It is the prime contractor's responsibility to verify that SBEs included on their SBE Project Participation Plans are certified with the City of Atlanta's Office of Contract Compliance by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.
2. Reporting. The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. 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.
4. SBE Ordinance. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 - 1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
6. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!". Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: [www.atlantaga.gov/contractcompliance](http://www.atlantaga.gov/contractcompliance) and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

**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 a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-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





**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR AND SUPPLIER UTILIZATION**

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Total SBE% \_\_\_\_\_

(\*\*Note... EBO or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors current certification)

Proponent's Co. Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent's Contact Number: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
(Please Print)

**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: \_\_\_\_\_

FORM 4

## 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 REQUIREMENTS**  
Streetcar Ad Sales

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 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 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 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 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 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 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 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 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 Acord 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 Acor 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 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.

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

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
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- 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. Fidelity Bond or a Crime Policy

The Contractor shall procure and maintain a Fidelity Bond covering all persons receiving or disbursing funds under this contract. The Bond shall be in an amount not less than 100% of the total value of the contract and shall be specifically endorsed to cover loss under this contract and shall name the City of Atlanta as Loss Payee.

**APPENDIX C**  
**ADDITIONAL CONTRACT DOCUMENTS**

**APPENDIX C1**  
**FEDERAL TRANSIT ADMINISTRATION REQUIRED CLAUSES**

**Required Federal Transit Administration Clauses (FTA)**

**FC-8627**

**Atlanta Streetcar Advertising**

**DRUG AND ALCOHOL POLICY:**

The Federal Transit Administration (FTA) of the U.S. Department of Transportation has published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988," which required the establishment of drug-free workplace policies and the reporting of certain drug-related offences to the FTA.

The CITY OF ATLANTA maintains compliance with this Act and all personnel conducting business on CITY OF ATLANTA property are subject to CITY OF ATLANTA's drug-free workplace policy guidelines.

**NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES**

(1) The Contractor acknowledges and agrees that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the City, the Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

**FALSE STATEMENTS OR CLAIMS – CIVIL AND CRIMINAL FRAUD**

(1) Civil Fraud. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq., and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of each statement it has made, it makes, or it may make, or causes to be made, pertaining the underlying Contract or the FTA assigned project for which this Contract work is being performed. In addition to other penalties that may apply, the Contractor furthers acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose penalties of the Program Fraud Civil Remedies Act of 1986, as amended, on the Contractor to the extent the Federal Government deems appropriate.

## **Required Federal Transit Administration Clauses (FTA)**

**FC-8627**

### **Atlanta Streetcar Advertising**

(2) Criminal Fraud. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the City under 49 U.S.C. Chapter 53 or any other Federal law, the Federal Government reserves the right to impose the penalties of 49 U.S.C. § 5323(l), 18 U.S.C. § 1001, or other applicable Federal law on the Contractor to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

### **SUSPENSION AND DEBARMENT**

(1) This Contract is a covered transaction for purposes of Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note, and U.S. DOT regulations, "Non-procurement Suspension and Debarment," 2 C.F.R. Part 1200, which adopts and supplements the provisions of U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," 2 C.F.R. Part 180. As such, the Contractor agrees to provide a debarment and suspension certification containing information about the debarment and suspension status of itself and its principals. The Contractor agrees that it shall refrain from entering into any contract of any amount to a debarred or suspended subcontractor, and to obtain a similar certification from any subcontractors, seeking a contract exceeding \$25,000. Contractor agrees to and assures its subcontractors, and other participant at any tier of the underlying Contract will review the "Excluded Parties Listing System" at <http://epls.gov/> before entering into any agreement or other arrangement in connection with the underlying Contract.

(2) The certification is a material representation of fact upon which reliance will be placed when this transaction is entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the City may pursue available remedies, including suspension and/or debarment. The Contractor shall provide immediate written notice to the City if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

**Required Federal Transit Administration Clauses (FTA)**

**FC-8627**

**Atlanta Streetcar Advertising**

(3) The Contractor also agrees to include these requirements in each subcontract exceeding \$25,000 financed in whole or in part with Federal assistance provided by FTA.

**ENERGY CONSERVATION**

The Contractor agrees to comply with applicable mandatory energy efficiency standards and policies of applicable state energy conservation plans issued in accordance with the Energy Policy and Conservation Act, as amended, 42 U.S.C. §§ 6321 et seq., except to the extent that the Federal Government determines otherwise in writing. To the extent applicable, the Contractor agrees to perform an energy assessment for any maintenance facility constructed, reconstructed, or modified with FTA assistance, as provided in FTA regulations, "Requirements for Energy Assessments," 49 C.F.R. Part 622, Subpart C.

**LOBBYING**

The Contractor agrees to comply with the requirements of 31 U.S.C. § 1352(a), the Byrd Anti Lobbying Amendment, which prohibits the use of Federal assistance to pay the costs of influencing any officer or employee of a Federal agency, Member of Congress, officer of Congress or employee of a member of Congress, in connection with making or extending the Grant Agreement or Cooperative Agreement. The Contractor shall file the certification required by U.S. DOT regulations, "New Restrictions on Lobbying," 49 C.F.R. Part 20, modified as necessary by 31 U.S.C. § 1352. Each tier certifies to the tier above that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any public agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U. S. C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U. S. C. 1352. Such disclosures are forwarded from tier to tier up to the CITY OF ATLANTA.

**Required Federal Transit Administration Clauses (FTA)**

**FC-8627**

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**SUSPENSION OF WORK DURING ALERTS ISSUED BY HOMELAND SECURITY ADVISORY SYSTEM**

- A. When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service (NTAS), whether such alert is issued publically or otherwise, the CITY OF ATLANTA shall have the right to suspend or delay completion of work under this Contract and take additional action as the CITY OF ATLANTA deems necessary to secure the CITY OF ATLANTA's facilities as follows:
- B.
1. Elevated Threat Alert:  
the CITY OF ATLANTA shall have the right to delay or suspend work, as determined in its sole discretion, monitor all work areas and Supplier's personnel and equipment entering work areas until such alert expires.
  2. Imminent Threat Alert:  
the CITY OF ATLANTA shall have the right to suspend all work, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires.
- C. The CITY OF ATLANTA shall provide notice to the Supplier, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the work of the Supplier.

To facilitate the provision of such notice, the Supplier is required to provide the Program Manager with emergency contact information in the form of cell phone numbers, facsimile numbers and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to the Supplier that work shall be delayed or suspended in accordance with this paragraph.

Any delay or suspension of work required under this paragraph shall not entitle the Supplier to any claims for additional compensation under this contract.

- D. Should the Federal Transit Administration (FTA) or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the CITY OF ATLANTA for the suspension of work which differ from those set forth herein, this Contract shall be modified by written agreement of the parties to reflect such changes.

**Required Federal Transit Administration Clauses (FTA)**

**FC-8627**

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**TERMINATION FOR CONVENIENCE:**

In the event that the CITY OF ATLANTA determines that this Contract is no longer in its best interest for any reason, including but not limited to the withdrawal or otherwise unavailability of financial assistance expected to be provided by the FTA (U.S. DOT), The CITY OF ATLANTA may terminate this Contract, in whole or in part, without any liability whatsoever upon the CITY OF ATLANTA, by giving fourteen (14) days written notice of its election to do so.

If the Contract is terminated by the CITY OF ATLANTA, As Contractor'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 Contractor in its business within the thirty (30) days following termination. If requested, Contractor shall substantiate such costs with proof satisfactory to City.

**ACCESS TO THIRD PARTY CONTRACT RECORDS**

(1) The Contractor agrees to maintain all book, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract. In the event of litigation or settlement of claims arising from the performance of this Contract, the Contractor agrees to maintain such records until the City, the FTA Administrator, the Comptroller General, or any of the duly authorized representatives have disposed of all such litigation, appeals, claims or exceptions related thereto. During the course of this Contract and for three (3) years thereafter from the date of transmission of the final expenditure report, the Contractor agrees to maintain intact and readily accessible all data, documents, reports, records, subagreements, leases, third party contracts, and supporting materials related to the this Contract as the Federal Government may require, and;

(2) the Contractor agrees to permit the U.S. Secretary of Transportation, the Comptroller General of the United States, and, to the extent appropriate, the State, or their authorized representatives, upon their request to inspect all work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to this Contract, as required by 49 U.S.C. § 5325(g).

## **Required Federal Transit Administration Clauses (FTA)**

**FC-8627**

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#### **CHANGES TO FEDERAL REQUIREMENTS**

The Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and FTA, as they may be amended or promulgated from time to time during the term of this Contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

#### **INCORPORATION OF FTA TERMS**

All contractual provisions required by U. S. DOT or FTA, as set forth in FTA Circular 4220.1F, "Third Party Contracting Guidance," November 1, 2008, and any later revision thereto, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the City's requests, which would cause the City to be in violation of the FTA terms and conditions.

#### **CIVIL RIGHTS**

The following requirements apply to the underlying Contract:

(1) Nondiscrimination - In accordance with Title **VI** of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., U.S. DOT regulations, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant because of race, color, creed, national origin, sex, age, or disability.

In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing regulations FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

(a) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL.) regulations "Office of Federal Contract

**Required Federal Transit Administration Clauses (FTA)**

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Compliance Programs, Equal Employment Opportunity, Department of Labor," 41C.F.R. Parts 60 et seq., (which implement Executive Order- No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract.

The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with Section 1 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission (US. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may Issue.

(c) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. §12112, the Contractor agrees that it will comply with the requirements U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include the requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

**Required Federal Transit Administration Clauses (FTA)**

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**FLY AMERICA**

To the extent applicable, the Contractor agrees to comply with Section 5 of the international Air Transportation Fair- Competitive Practices Act of 1974, as amended, 49 U.S.C. § 40118, and U.S. GSA regulations, "Use of United States Flag Air Carriers," 41 C.F.R. §§ 301-10.131 through 301-10.143, which provide that recipients and subrecipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S-Government-financed international air travel and transportation of their personal effects and, to the extent such service is available, unless travel by Foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S, flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. Further, the Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

**DISPUTES, BREACHES, DEFAULTS, OR OTHER LITIGATION**

The City of Atlanta agrees that FTA has a vested interest in the settlement of any dispute, breach, default, or litigation involving the Project. Accordingly, it agrees that:

a. Notification to FTA. City of Atlanta will notify the FTA Chief Counsel or Regional Counsel immediately of any current or prospective legal matter:

(1) Such as:

- (a) A major dispute,
- (b) A breach,
- (c) A default,
- (d) Litigation, or
- (e) Naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason,

(2) That may affect the Federal Government's:

- (a) Interests in the Project, or
- (b) Administration or enforcement of Federal laws or regulations.

b. Federal Interest in Recovery.

(1) General. The Federal Government retains the right to a proportionate share of any proceeds recovered from any third party, based on the percentage of the Federal share for the Project.

**Required Federal Transit Administration Clauses (FTA)**

**FC-8627**

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(2) Liquidated Damages. However, the City of Atlanta may return all liquidated damages it receives to **its** Project Account rather than return the Federal share of those liquidated damages to the Federal Government.

c. Enforcement. The City of Atlanta will pursue its legal rights and remedies available under any third party agreement or available under Federal, State, or local laws or regulations.

d. FTA Concurrence. FTA reserves the right to concur in any compromise or settlement of any claim involving the Project and the City of Atlanta.

e. Alternative Dispute Resolution. FTA encourages the City of Atlanta to use alternative dispute resolution procedures, as may be appropriate.

**AIR QUALITY**

The Contractor will, comply with the Clean Air Act, as amended, 42 U.S.C. §§ 7401 - 7671q, and implementing Federal regulations, as provided in Federal directives, except as the Federal Government determines otherwise in writing. Among its responsibilities, the Contractor agrees that:

**(1)** Public Transportation Operators. It will comply with:

(a) U.S. EPA regulations, "Control of Air Pollution from Mobile Sources," 40 C.F.R. Part 85,

(b) U.S. EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 C.F.R. Part 86, and

(c) U.S. EPA regulations "Fuel Economy OF Motor Vehicles," 40 C.F.R. Part 600, and any revisions to these regulations.

**(2)** State Implementation Plans. It will support State Implementation Plans (SIP) by:

(a) Implementing each air quality mitigation or control measure incorporated in the documents accompanying the approval of the Project,

(b) Assuring that any Project identified as a Transportation Control Measure in its State's SIP will be wholly consistent with the design concept and scope of the Project described in the SIP,

**Required Federal Transit Administration Clauses (FTA)**

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(c) Complying with:

1 Subsection 176(c) of the Clean Air Act, 42 U.S.C. § 7506(c), 2 U.S. EPA regulations, "Determining Conformity of Federal Actions to State or Federal Implementation Plans" 40 C.F.R. Part 93, Subpart A, and 3 Other Federal conformity regulations that may be promulgated at a later date.

**(3) Violating Facilities. It will:**

(a) Comply with the notice of violating facility provisions of section 306 in the Clean Air Act, as amended, 42 U.S.C. 4 7414, and

(b) Facilitate compliance with Executive Order No. 1 1738, "Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans," 42 U.S.C. § 7606 note.

**APPENDIX C2**  
**FEDERAL TRANSIT ADMINISTRATION REQUIRED CERTIFICATIONS**

**CERTIFICATION OF PRIMARY PARTICIPANT**  
**REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The Primary Participant (potential consultant for a major third party contract), \_\_\_\_\_  
\_\_\_\_\_, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or Local) terminated for cause or default.

(If the primary participant is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.)

THE PRIMARY PARTICIPANT, (POTENTIAL CONSULTANT FOR A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION OF LOWER-TIER PARTICIPANT**  
**REGARDING DEBARMENT, SUSPENSION, AND OTHER INELIGIBILITY AND**  
**VOLUNTARY EXCLUSION**

The Lower-Tier Participant (potential subconsultant under a major third party contract), \_\_\_\_\_, certifies by submission of this proposal that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower-Tier participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this proposal.)

THE LOWER-TIER PARTICIPANT (POTENTIAL SUBCONSULTANT UNDER A MAJOR THIRD PARTY CONTRACT) \_\_\_\_\_, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

\_\_\_\_\_  
Signature and Title of Authorized Official

\_\_\_\_\_  
Date

**CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, or the amendment or modification of any Federal contract.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Contract, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award of all subcontracts anticipated to be of a value of \$100,000 or more and that all subcontractors shall certify and disclose accordingly.

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

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

Title: \_\_\_\_\_ Telephone No.: \_\_\_\_\_

Firm or Corporate Name: \_\_\_\_\_

Address: \_\_\_\_\_

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<b>1. Type of Federal Action:</b> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>2. Status of Federal Action:</b> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>3. Report Type:</b> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year _____ quarter _____ Date of last report _____
<b>4. Name and Address of Reporting Entity:</b>  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee tier _____, if known:  Congressional District, if known _____	<b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b>  Congressional District, if known _____	
<b>5. Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number if applicable: _____	
<b>8. Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>	
<b>10. a. Name and address of Lobbying Entity</b> (if individual, last name, first name, MI):  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	<b>b. Individuals Performing Services (including address if different from No. 10a)</b>  (Attach Continuation Sheet(s) SF-LLL-A, if necessary)	
<b>11. Amount of Payment (check all that apply):</b>  \$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned	<b>13. Type of Payment (check all that apply):</b>  <input type="checkbox"/> a. retainer <input type="checkbox"/> b. one-time fee <input type="checkbox"/> c. commission <input type="checkbox"/> d. contingent fee <input type="checkbox"/> e. deferred <input type="checkbox"/> f. other, specify: _____	
<b>12. Form of Payment (check all that apply):</b> <input type="checkbox"/> a. cash <input type="checkbox"/> b. in-kind; specify: nature _____ value _____		
<b>14. Brief Description of Services Performed or to be Performed and Date(s) of service, including officer(s), employee(s), or Members contacted, for Payment Indicated in Item 11:</b>  * _____  <p style="text-align: center;">(attach Continuation Sheet(s) SF-LLL-A, if necessary)</p>		
<b>15. Continuation Sheet(s) SF-LLL-A attached:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No		
<b>16. Information requested through this form is authorized by Title 31 U.S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</b>	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		<b>Authorized for Local Reproduction Standard Form-LLL</b>

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## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal Action, or a material change to a previous filing, pursuant to the fide 31 U. S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

---

1. Identify the type of covered Federal action for which lobbying activity is an/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, suite and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks \*Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation., United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loan, and loan commitments.
8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item I (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulated amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es) that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services tendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying officer shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

**DISCLOSURE OF LOBBYING ACTIVITIES  
CONTINUATION SHEET**

Approved by OMB  
0348-0046

Page \_\_\_\_\_ of \_\_\_\_\_

Reporting  
Entity: \_\_\_\_\_

**APPENDIX C3**  
**SYSTEMS SAFETY PROGRAM PLAN**

Title:	System Safety Program Plan
SCSC Approval Date:	2014-12-19
Page:	Page 1 of 95

# ATLANTA STREETCAR™

## System Safety Program Plan

December 19, 2014



Approved by:

*Reginald A. Mason*

AGM, Safety and Quality Assurance, MARTA

12/22/2014

Date

*Ally Nichols*

Director of Safety, Security and Training, COA

12/22/2014

Date

*Timothy Bevel*

Executive Director of Atlanta Streetcar, COA

12/22/2014

Date

This document has been reviewed and approved by the Atlanta Streetcar Safety Certification and Security Committee.

Title:	Atlanta Streetcar System Safety Program Plan
SCSC Approval Date:	2014-12-19
Page:	Page <b>2</b> of <b>95</b>

Document Revisions		
Revision Number	Effective Date	Changes
Original	November 2013	Initial DRAFT to GDOT State Safety Oversight
Version 2	May 2014	Program Update – COA to assume Operations and Maintenance of Atlanta Streetcar. Roles and Responsibilities Identified.
Version 3	October 2014	Revisions throughout per GDOT comments
Version 4	November 21, 2014	Revisions per work session of 11/18/14.
Version 5	December 1, 2014	Revisions per work session of 11/18/14, 11/20/14 and FTA Meeting 12/1/14 discussion regarding the 4.2.1 SSPP Update Process.
Version 6	December 19, 2014	Revisions per the GDOT Comment Matrix dated 12/17/14.

Title:	Atlanta Streetcar System Safety Program Plan
SCSC Approval Date:	2014-12-19
Page:	Page <b>3</b> of <b>95</b>

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# 1 Executive Approval (Policy Statement)

## CITY OF ATLANTA STREETCAR POLICY STATEMENT

The primary mission of the Atlanta Streetcar (the Streetcar) is to provide residents and visitors to the City of Atlanta with safe, reliable, and customer friendly public transportation service. Ensuring the highest practical level of safety for both passengers and employees shall be the primary consideration in every stage of all Streetcar activities, including planning, design, construction, testing, operations, and maintenance. The Streetcar shall comply with appropriate local, state, and Federal safety requirements for its transportation infrastructure and related facilities, and will work closely with the Georgia Department of Transportation (GDOT) – designated as the relevant State Safety Oversight (SSO) Agency – to ensure continuous compliance.

To meet the goals of System Safety, three objectives have been established:

1. To avoid loss of life, injury of persons, damage or loss of property,
2. To instill a commitment of safety in all Streetcar employees and contractor personnel,
3. To provide for the identification and elimination or mitigation of safety hazards, the study of safety requirements, the design and fabrication of safe equipment, and the systematic approach to the analysis and surveillance of operational safety for facilities and equipment.

This *System Safety Program Plan* (SSPP) shall be the governing document to implement the Streetcar’s safety program objectives. Designed to organize all safety activities into a coordinated and integrated effort, its execution will result in the elimination or mitigation of safety hazards and the reduction of accident rates.

The SSPP shall ensure that safety standards are established and appropriate reviews are carried out for all facets of Streetcar operations. It is the purpose of the Director of Safety, Security and Training to ensure that the activities described in this document are carried out as efficiently and effectively as possible. However, responsibility for safety rests with every Streetcar employee and contractor, and ultimate accountability resides with the Atlanta Streetcar (ASC) Executive Director to produce supplemental system safety policies, in concert with this published SSPP, that provide necessary guidance and direction.

System safety policies published by the ASC Executive Director will define the appropriate levels of authority and responsibility for all employees to ensure they are able to meet the safety requirements of their respective positions. The SSPP shall identify the activities and the responsibilities of all participants who are involved with the design, construction, testing, operation, and maintenance of the transit system.

The ASC Executive Director is the individual entrusted by the City of Atlanta with overall safety management and the development and implementation of the SSPP. The Executive Director performs this duty in concert with the Safety Certification and Security Committee (SCSC) and per the Intergovernmental Agreement for the Operation and Maintenance of the Atlanta Streetcar of September 19, 2014 (hereinafter IGA).

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Tim Borchers  
ASC Executive Director

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Michael Geisler  
Interim Chair, Atlanta Streetcar Management Committee

Concurrence By:

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Hon. Kasim Reed  
Mayor, City of Atlanta

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Keith Parker  
General Manager and CEO, MARTA

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Richard Krisak  
Chief Operating Officer, MARTA

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Reginald Mason  
AGM of Safety, MARTA

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## 1.1 Safety Mission Statement

The primary mission of the Atlanta Streetcar is to provide safe, reliable, and customer friendly public transportation service to the residents and visitors of the City of Atlanta.

## 1.2 Authority to Establish Supplemental Safety Policies

In concert with the SSPP, any manager of the Streetcar organization may propose supplemental safety policies. These policies will be reviewed and approved by the SCSC.

## 1.3 Relationship to Applicable Law

The Georgia Department of Transportation (GDOT) is the designated agency overseeing the safety of the Atlanta Streetcar and fulfilling Federal Transit Administration (FTA) requirements for state safety oversight. GDOT has promulgated a *Program Standard for Rail Safety and Security Oversight* (Program Standard) containing procedures the Streetcar must follow to develop and implement the rail transit safety activities detailed in this SSPP. In addition to the *Program Standard*, this document also relies upon FTA regulations and guidance contained in 49 CFR Part 659 – Rail Fixed Guideway Systems State Safety Oversight Final Rule – requiring states to execute a rail transit safety oversight program encompassing twenty-one (21) constituent System Safety Elements.

Likewise, as further implementing regulations for the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21) are promulgated, the Streetcar will adjust its plans, procedures, and operations to ensure on-going compliance.

# 2 Purpose, Goals, and Objectives

## 2.1 Purpose

The SSPP establishes a systemic process to maximize passenger, employee, and public safety. To ensure fidelity with applicable state and federal regulatory requirements, it defines the authority, responsibility, and processes for implementing the Streetcar’s prevention, compliance, and loss control initiatives. By utilizing best practices and documenting system safety activities performed by employees across the Streetcar organization – particularly those based in operations and maintenance departments – it identifies:

- The functional structure of the safety management organization;
- Implementation of established safety criteria;
- Mechanisms for identifying and assessing safety hazards;
- Methods to eliminate, minimize or control identified unacceptable hazards;
- Methods for conducting investigations of accidents, incidents or unsafe acts;
- Oversight of employee safety training programs;

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- Development and implementation of hazardous material and environmental safety programs;
- Dissemination of the SSPP to all relevant departments; and
- The safety-related activities of all departments affecting the delivery of transportation services

The SSPP is monitored and verified under the direction by the Director of Safety, Security and Training through the Internal Safety and Security Audit Program, while primary responsibility for ensuring achievement of the following goals and objectives rests with the ASC Executive Director. This is done in concert with the SCSC and per the provisions of the IGA.

## **2.2 Goals**

The goals of the SSPP include, but are not limited to:

- Ensuring the continual improvement of the Streetcar’s safety culture by emphasizing the role of all departments and personnel in developing and deploying a comprehensive safety process;
- Preventing and eliminating fatalities;
- Reducing accidents, particularly those related to Streetcar operations and maintenance;
- Minimizing the number of employee and passenger injuries and associated claims;
- Complying with federal, state, and local safety, health, environmental, fire, and life safety regulations;
- Exceeding industry guidelines for establishing and maintaining safety documentation and record maintenance procedures.

## **2.3 Objectives**

Objectives are the specific activities carried out by the Atlanta Streetcar in concert with the SCSC and per the IGA, to ensure the stated safety goals are achieved. These include, but are not limited to:

- Perform safety audits to assess compliance with rules, procedures and safety processes, requirements and standards;
- Perform facility and infrastructure inspections;
- Perform vehicle and equipment inspections;
- Development and proper deployment of safety training sessions;
- Establish and implement committees to monitor safety performance and address safety issues as they arise;
- Establish and implement committees to develop and review safety rules and operating rulebooks;
- Investigate accidents to determine probable and contributory cause and identify appropriate remedial action; and

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- Coordinate safety, hazard management, emergency management, and environmental efforts among all departments.

### **3 System and Management Structure**

This section describes the physical and operational components of the Atlanta Streetcar system, as well as the organizational structure agreed to and put in place by the various Project Partners.

#### **3.1 Overview**

Connecting the eastern and western sides of downtown Atlanta, otherwise divided by the I-75/85 corridor, the 2.7-mile long first phase of the Atlanta Streetcar will carry an estimated 2,600 passengers per weekday when it begins revenue service. Alongside the Metropolitan Atlanta Rapid Transit Authority (MARTA), the Streetcar will be one of only two rail fixed guideway transit systems operating in the State of Georgia.

#### **3.2 History of the Atlanta Streetcar**

A joint project of the City of Atlanta, MARTA, and the Atlanta Downtown Improvement District, the Atlanta Streetcar’s value was recognized in 2010 with receipt of a \$47.7 million TIGER II Grant from the U.S. Department of Transportation. Since that time, a wide range of planning, procurement, and construction efforts have been underway to bring the first phase of the system to reality. Additional phases, designed to connect downtown with the Buckhead neighborhood and the Atlanta Beltline park system, will be undertaken as resources become available.

#### **3.3 Scope of Transit Services**

##### **3.3.1 Safety-Critical Rail System Alignment, Assets, and Services**

The Atlanta Streetcar System consists of four Siemens S-70 light rail vehicles, twelve (12) stations, and 2.7 miles of track comprised solely of at-grade rail sections. The Streetcars are double-articulated, six-axle, partial low floor vehicles with four passenger entry doors per side and low floor entry. The vehicles are double-ended, allowing for operations from either end of the Streetcar. The Streetcar’s ROW will be located in the center of the street, at times sharing space with automotive and pedestrian traffic. It is composed of 115RE-section rail embedded in concrete, and receives daily and weekly inspections for hazardous conditions or defects. Powered by an overhead catenary system, Streetcar vehicles will operate at speeds of up to 35 miles per hour on standard fifteen-minute headways. Additional service may also be provided in response to special private or public event services. The City of Atlanta is the sole owner of all stations and right-of way on which the Streetcar operates, and does not share track with any other passenger or freight rail system.

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Each of the twelve stations consists of a raised platform located in the median. Each platform is sheltered, handicapped accessible, and contains other amenities such as operating schedules, fare media and security lighting.

Bar signals are used to regulate streetcar movement through certain intersections. The City of Atlanta will be responsible for maintenance and inspection all Streetcar traffic signal systems.

Atlanta Streetcar incorporates the Vecom train to wayside communication system. At the wayside and throughout the system there are Vetag / Vecom stations. The Vetag / Vecom wayside station is an electronic unit, located in a housing unit along the wayside, which is connected to a loop antenna between the rails. The loop antenna electromagnetically interrogates the transponder of passing vehicles. The transponder is an electronic devise mounted below the vehicle cab that transmits and receives data when interrogated. For traffic signal interpretation the rail car employs carborne train detection equipment sends a dry-contact type signal to City of Atlanta equipment, which then activates and drives the appropriate City signals and equipment.

Any failure of train detection systems on the Atlanta Streetcar will be repaired by Maintenance Technicians, while the remainder of the signal system is maintained and repaired by City personnel. To the extent that additional, non-highway traffic signals are used to provide train rear-end protection (i.e., to determine track occupancy), the current MARTA standards for testing will be utilized as applicable to the equipment.

Streetcar traction power equipment includes overhead power distribution (overhead contact wire), and three traction power substations. Traction power equipment is inspected, tested, and maintained by Atlanta Streetcar Maintenance Technician. Maintainers will use established substation testing and inspection protocols with adjustments based on OEM recommendations and APTA guidelines.

Atlanta Streetcar Maintenance Technicians will also conduct visual and hands-on inspections of the overhead contact system (OCS) based on OEM manufacturer standards and APTA guidelines.

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Figure 1: Atlanta Streetcar System Map

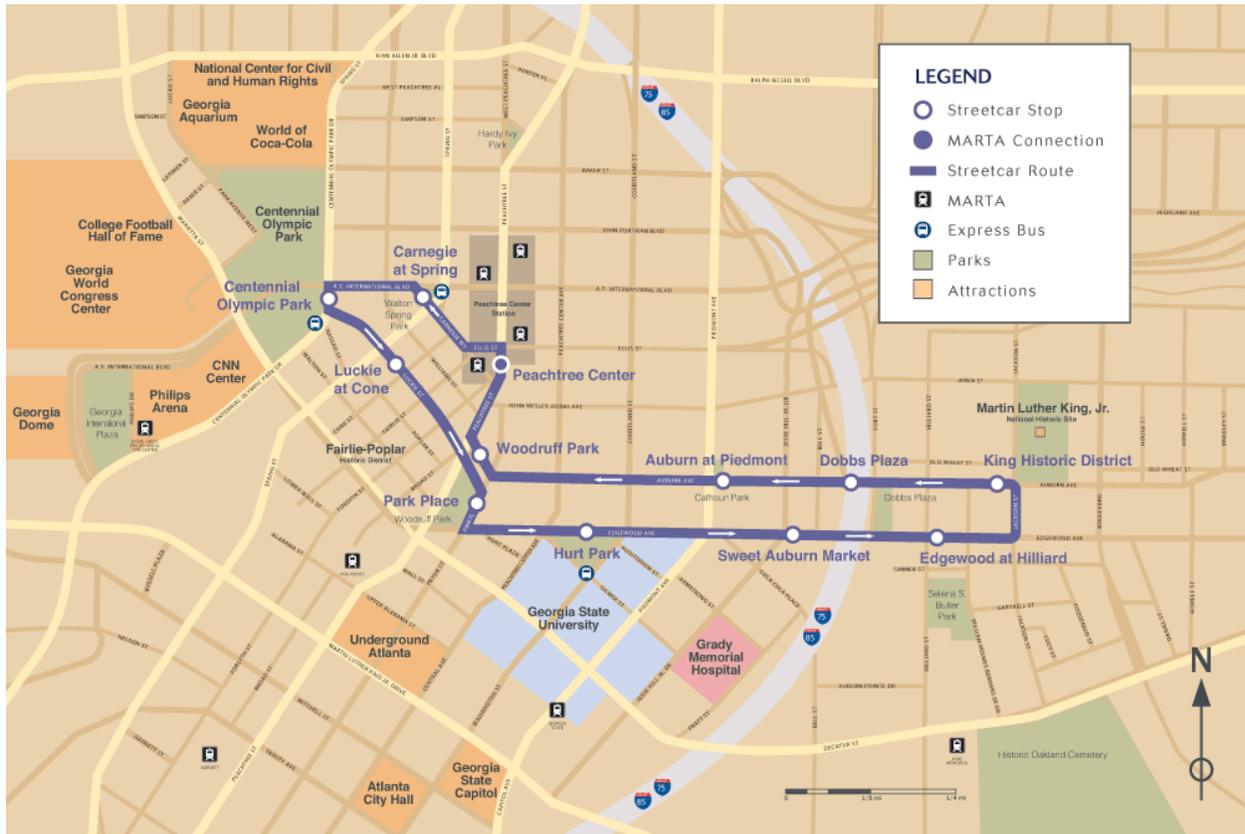


Figure 2: Streetcar System Schedule

Days	Operating Hours	Train Intervals
Monday-Friday	6 a.m. to 11 p.m.	15 minutes
Saturday	6 a.m. to 1 a.m.	15 minutes
Sunday	8:30 a.m. to 1 a.m.	15 minutes
Holidays	9 a.m. to 11 p.m.	15 minutes

### 3.4 Vehicle Maintenance Facility

The Atlanta Streetcar’s Vehicle Maintenance Facility (VMF) will be located on Auburn Avenue under the I-75/85 overpass. From this location, the City of Atlanta will store all four streetcars. The VMF will support streetcar periodic safety inspection and routine and heavy maintenance and repair service.

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### **3.5 Police/Public Safety**

The City of Atlanta Police Department will be responsible for enforcement of all public safety and security ordinances, statutes, and regulations related to the Atlanta Streetcar, as well as scene security in the aftermath of an accident or incident. Officers will respond to calls for service from City of Atlanta Emergency Services Department Dispatch Center, and will have 24/7 telephone and radio contact with the Streetcar Supervisor on duty in the event that mechanical or other technical support is required.

### **3.6 Integration of Safety Function**

Safety is the responsibility of all Streetcar personnel. Management of safety programs resides with each director and manager, with oversight from the SCSC, the Executive Director and the Director of Safety, Security and Training, who also provides subject matter expertise, monitors compliance with regulatory requirements, and oversees program development and enhancement. The Organization Chart on Page 16 below provides a graphic representation of the authority and oversight relative to safety at the Streetcar.

Specific reporting relationships for Atlanta Streetcar staff are also described in Table 1 of Section 3.8 of this SSPP. With respect to outside contractors, any system safety or security implications of their work is reviewed for concurrence by the Safety Certification & Security Committee (SCSC) for compliance with this SSPP, Atlanta Streetcar operating rules and SOPs, the IGA, and other relevant guidelines and regulations. The SCSC will provide specific direction and oversight for Atlanta Streetcar contractor personnel in implementing compliance wherever required by the IGA. The SCSC is also fully responsible to ensure the safety function is integrated into the organization through its review and approval activities for all Streetcar operations and documentation.

The SCSC may also designate a specific SCSC-approved supervisor or manager to provide safety oversight of contractors working on the property on a long-term basis. This may include periodic reporting requirements, or including contractor staff as part of rules compliance or other safety-related field checks.

### **3.7 Lines of Authority for Safety**

The IGA and the Atlanta Streetcar System Safety Policy (hereinafter System Safety Policy) laid out in Section 1 of this SSPP defines the lines of authority for safety. This policy supports the Streetcar’s System Safety Policy Statement authorizing the Executive Director’s authority, and the role of the Director of Safety, Security and Training to develop and maintain this SSPP and any necessary supplemental system safety policies or procedures in concert with the Safety Certification and Security Committee and per the IGA.

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### 3.8 Atlanta Streetcar Leadership

The Organizational Chart for the Atlanta Streetcar, contained on Appendix A attached hereto, is compliant with the IGA, and identifies lines of authority across the three primary functions of Executive Management, Management of Operations, and Service Delivery.

The following table briefly describes the safety-related responsibilities of each function set out in the organizational chart, and identified lines of authority for each corresponding position. Further detail on the system safety responsibilities of primary COA personnel and contractors can be found in Section 5.2 of this SSPP.

**Table 1**

	Safety-Related Tasks	Reports To:	
Infrastructure Cleaners	<ul style="list-style-type: none"> <li>Minimize hazards related to public use of Streetcar facilities</li> </ul>	Streetcar Supervisor (COA)	
Streetcar Drivers	<ul style="list-style-type: none"> <li>Conduct safe operations</li> <li>First line of sight for hazards on the alignment</li> <li>Compliance with ASC rules</li> <li>Initial incident response and reporting</li> </ul>		
Streetcar Technicians	<ul style="list-style-type: none"> <li>Address reported hazards on the vehicles or alignment</li> <li>Compliance with ASC rules</li> <li>Secondary incident response and reporting</li> </ul>		
Streetcar Supervisor (COA)	<ul style="list-style-type: none"> <li>Ensure safe day-to-day O&amp;M activities through rule compliance checks, hazard assessments, and personnel management</li> <li>Supervisors fulfill roles in both operations and maintenance, are cross-trained and report to the appropriate superintendent per the supervisors' assigned duties.</li> </ul>	Superintendent of Operations (COA)	Superintendent of Maintenance (COA)
Superintendent of Operations (COA)	<ul style="list-style-type: none"> <li>Planning, organizing, and overseeing safe operational functions</li> <li>Management of rule compliance and hazard management activities</li> <li>Crosstrained to also perform the duties of the Superintendent of Maintenance.</li> </ul>	Manager of Streetcar Services (COA)	

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	Safety-Related Tasks	Reports To:
Superintendent of Maintenance (COA)	<ul style="list-style-type: none"> <li>Ensure all system assets, including vehicles, the alignment, and all facilities are maintained safely and kept in a state of good repair</li> <li>Work with contractor maintenance personnel to ensure safety standards and practices are upheld</li> <li>Crosstrained to also perform the duties of the Superintendent of Operations</li> </ul>	
Manager of Streetcar Services (COA)	<ul style="list-style-type: none"> <li>Ensures safe and timely operation of the system</li> <li>Responsible for all plans, procedures, and checklists</li> <li>Coordinates training for all employees</li> <li>Oversees efforts of other City of Atlanta Support Services and any 3<sup>rd</sup> Party maintenance contractors</li> </ul>	Director of Streetcar Services (MARTA)
Director of Safety, Security & Training (COA)	<ul style="list-style-type: none"> <li>Ensures compliance with the SSPP and overall safety and security of the streetcar system</li> </ul>	ASC Executive Director  Safety Certification & Security Committee (51% MARTA) & MARTA COO), specifically to allow for the exchange of safety, security and training information between the SCSC, COO and Director of Safety, Security & Training.
Deputy Director of Streetcar Services  Director of Streetcar Services  T&C Oversight Manager  Technical Support  Chief Operating Officer	<ul style="list-style-type: none"> <li>Final approval and oversight of compliance with all safety standards and activities carried out by COA service delivery personnel</li> </ul>	Safety Certification & Security Committee (51% MARTA)
Safety Certification & Security Committee	<ul style="list-style-type: none"> <li>Monitors, addresses, resolves and decides all issues related to safety and security, including certifications.</li> </ul>	Atlanta Streetcar Management Committee  Atlanta Streetcar Executive Director (COA) – Indirect

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	Safety-Related Tasks	Reports To:
ASC Executive Director	<ul style="list-style-type: none"> <li>Responsible for overseeing all daily operations and maintenance activities and ensuring compliance with all safety standards, guidelines, and regulations</li> </ul>	Atlanta Streetcar Management Committee
Atlanta Streetcar Management Committee	<ul style="list-style-type: none"> <li>Provides overall policy and strategic direction for ensuring safe operations and maintenance of the Atlanta Streetcar</li> </ul>	Comprised of: COA, MARTA, and ADID (non-voting)

### 3.9 Safety Committees

Initial Safety Committees include, but are not limited to:

#### **Safety Certification & Security Committee (SCSC)**

The Safety Certification & Security Committee shall be responsible for addressing, deciding and resolving all issues related to safety, security and all certification requirements, including but not limited to:

- (a) Determining the performance measures to be used in reporting and tracking safety and security data
- (b) Setting the standard for and determining the adequacy of training for all personnel subject to the IGA
- (c) Determining corrective action measures necessary for safety and security violations
- (d) Determining that all necessary safety and security certifications have been attained and are maintained

The SCSC will achieve its duties and responsibilities by conducting regular reviews of documentation, providing oversight of the application of the SSMP through all phases of the ASC development and acting as a conduit informing and assuring the Management Committee of safety and security issues.

SCSC meetings will incorporate all system safety, system security, safety and security certifications, systems integrated tests, risk/hazards, fire/life and operational hazard analyses into one meeting.

The SCSC will address safety and security issues which may arise as a result of the policy, financial or strategic decision of the Management Committee. While the Management/ Executive Committee will determine overall police objectives, the SCSC will vote on and exercise final decision-making authority over policy, strategic or financial decisions which it, or the MARTA COO, find may affect the safety and security of the system.

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Should the SCSC veto any Management Committee decisions, the Executive Director shall inform the latter and, along with the DSST, seek to implement mitigation measures to satisfy the SCSC. If according to the SCSC such mitigation measures are not achievable due to safety reasons, the Management Committee must conform their decision to meet the approval of the SCSC, or the decision will not be implemented or employed. ASC safety and security management and leadership is provided by the SCSC for all project phases including, planning, conceptual, Preliminary Engineering, Final Engineering, installation and construction, testing and integration, pre-revenue operations and final commissioning and certification. The SCSC will work closely with the Atlanta Streetcar Corrective Action Plan (CAP) Team to ensure the prompt, effective resolution of hazards or other deficiencies identified during the course of any internal or external audit, review, or investigation of the system.

As described in the SCSC’s founding Charter, its membership shall be apportioned as follows:

- A. MARTA shall appoint four of the voting members.
- B. The City shall appoint the remaining voting members (no less than 3).
- C. ADID shall appoint a non-voting member.
- D. The Chairperson of the Committee shall be the MARTA AGM of Safety (or his/her designee) for the first year of operations, and until the City assumes full responsibility for the operation and maintenance of the Atlanta Streetcar, as set forth in Section 4.3 of the Atlanta Streetcar O&M IGA.

The City will acquire the right to appoint the Chairperson when it takes on such additional responsibility. If any voting member cannot participate in a meeting of the SCSC, such member must appoint a designee from that member’s respective entity to attend that meeting.

Without regard to the number of individuals on the SCSC, MARTA shall have at least 51% of the voting rights on the committee for the first year of operations of the Atlanta Streetcar; provided, however, that MARTA’s voting power shall not be reduced until the City assumes all operating and maintenance duties from MARTA, as set forth in Section 4.3 of the Atlanta Streetcar O&M IGA. MARTA’s voting interest shall be at least 50% in the first year of operations under full City control. For subsequent years up to at least five (5) years of operation, MARTA’s voting interest shall be at least 30%.

The SCSC shall be re-named the Executive Safety Committee (ESC) following the transition to revenue service. However, for the purposes of this initial SSPP, only the SCSC title will be used.

Committee members include:

City of Atlanta	MARTA	ADID
Manager of Streetcar Services	Assistant General Manager of Safety	Vice President (advisory only)
Compliance Manager	Director of Streetcar Services	

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Director of Safety, Security & Training	Chief Operating Officer	
Atlanta Police Department (advisory only)	Senior Director of Operations	
Atlanta Fire Rescue Department (advisory only)	Chief of Police (advisory only)	

### **Atlanta Streetcar Management Committee**

The Atlanta Streetcar Management Committee functions as the Board for the Atlanta Streetcar, providing overall policy, strategic direction, and financial planning. Financial partners of the Streetcar project have voting rights, while non-financial partners have advisory rights.

Committee composition is:

City of Atlanta	MARTA	ADID
Chief Operating Officer	One optional, advisory representative	Two representatives appointed by the President
Commissioner of the Department of Public Works		

## **4 Plan Review and Modification**

This section describes the System Safety Program Plan review and update process.

### **4.1 SSPP Review Schedule**

The Atlanta Streetcar will annually review and, if necessary, update this System Safety Program Plan. The Director of Safety, Security and Training initiates and leads this process to begin on September 30<sup>th</sup> of each year and focus on:

- Reflecting any system modifications or significant changes to the Streetcar’s management organization structure;
- Ensuring compliance with the latest revision of the *Program Standard* promulgated by GDOT;
- Ensuring compliance with the latest revision of the FTA final rule contained in 49 CFR 659;
- Striving for alignment with APTA Standards for Rail and Bus Transit Operations, where applicable.

The SCSC is responsible for reviewing and approving all proposed changes resulting from this process. If a proposed change is rejected, the SCSC will also identify any modifications or adjustments required to meet applicable standards.

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## 4.2 SSPP Control and Update Procedures

Responsibility for SSPP document control, updating, and publication resides with the Director of Safety, Security and Training who solicits input and ideas from:

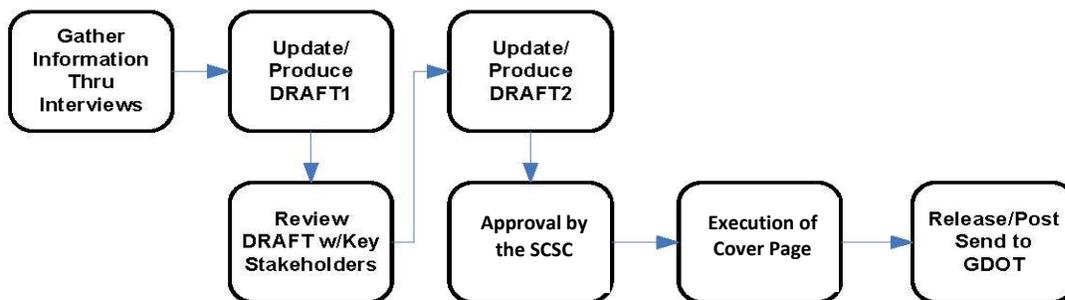
- The SCSC
- All ASC Departments
- ASC consultants as appropriate and necessary
- Other Project Partner offices, agencies, or departments, such as operations, vehicle maintenance and infrastructure systems maintenance.
- GDOT
- MARTA
- Industry safety peers, and
- Other oversight and regulatory agencies.

The current controlled version of the SSPP is posted electronically per ASC’s Configuration Management and Document Control Procedures. Persons needing to access the document are informed of the control parameters by the following disclaimer:

“The information contained in this document may change without notice, and may have been altered or changed if you have received it from a source other than the ASC Director of Safety, Security and Training. Any printed copy is obsolete unless verified against the controlled copy provided by the Director of Safety, Security and Training and posted on the COA Network.

### 4.2.1 SSPP Update Process

The Director of Safety, Security and Training uses the following process to develop revisions of the SSPP:



Process Task	Description
Content Gathering	The Director of Safety, Security and Training will perform data mining for existing policies, procedures, bulletins and presentations. The Director of Safety, Security and Training will meet with stakeholders and subject matter experts, to review the current version of the SSPP and gather any necessary materials.

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Process Task	Description
Create First Draft	Based on the information provided during the Content Gathering phase, a revised Draft 1 of the SSPP will be created.
Review First Draft with Content Providers	The Director of Safety, Security and Training will provide portable document files (PDF) to identified reviewers. The Draft1 review serves two (2) purposes. 1. To allow staff to note specific changes on the PDF file, using the commenting features of Acrobat. 2. To identify specific areas requiring interviews and/or drafting of new provisions.
Conduct Interviews	The Director of Safety, Security and Training will meet with ASC stakeholders (at the former's discretion) to conduct interviews, document identified topics and review Draft1.
Create Second Draft	Based on Draft1's review changes and interviews, the Director of Safety, Security and Training will produce Draft2.
Conduct Reviews	The Director of Safety, Security and Training, Manager of Streetcar Services and SCSC will conduct a page-by-page element-specific review of Draft2. All changes and will be documented and action items assigned as needed.
Create Final Draft	The Director of Safety, Security and Training will resolve all issues from the inspections and reviews to date, and edit the document a final time.
Conduct Acceptance Review	The SCSC will review and vote upon the final document. The appropriate parties (at the discretion of the SCSC) will execute the final SSPP, to verify its approval by the SCSC and the ASC Executive Director.
Final Changes and Delivery	The Director of Safety, Security and Training will deliver a final hardcopy to Streetcar safety and management staff, and an electronic copy to GDOT/SSO as required.

Once the internal SSPP review is complete the Director of Safety, Security and Training, Manager of Streetcar Services and SCSC will submit the updated SSPP for review and approval to the ASC Executive Director. At the completion of the review, a signature page will cover the updated SSPP, with signatures of the (Deputy) Director of Streetcar Services, Director of Safety, Security and Training and ASC Executive Director.

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### 4.3 SSPP Review and Approval by GDOT State Safety Oversight

#### Annual Submission:

Following the initiation of revenue service, the Atlanta Streetcar will conduct the annual review of its SSPP per the requirements herein.

In the event that Atlanta Streetcar conducts its annual SSPP review and determines that an update is not necessary for the year, it must prepare and submit by January 1 formal correspondence notifying the GDOT State Safety Oversight (SSO) point-of-contact of this determination.

In the event that Atlanta Streetcar conducts its annual SSPP review and determines that an update is necessary for the year, it will submit a revised SSPP to the GDOT SSO Manager by January 31. As appropriate, referenced materials affected by the revision(s) must also be submitted with the SSPP.

Each revised SSPP submitted to GDOT SSO will include a textual or tabular summary that identifies and explains proposed changes and includes a time frame for completion of the associated activities.

If GDOT SSO requires any additional changes or clarifications to the SSPP, the GDOT SSO point-of-contact will notify the Director of Safety, Security and Training in writing of these items within **thirty (30) calendar days of its receipt**. Upon receiving this written notification, the Atlanta Streetcar will submit an SSPP revised to address GDOT's changes or clarifications to the GDOT SSO point-of-contact within **thirty (30) calendar days**. This process may continue for as long as required to address all GDOT SSO concerns.

#### Periodic Submission

At any given time, additional reviews of the ASC SSPP may be required to address specific issues based on implementation and compliance to MAP-21, Section 5329, and / or the GDOT SSO program standard or procedures review, document review or other safety related project information. When ASC initiates updates to their existing SSPP, ASC will submit the modified SSPP and any subsequently modified procedures to GDOT for review and approval within **thirty (30) calendar days** of the effective date of the change.

Upon receipt of a written notification from GDOT for SSPP modifications, ASC will submit a revised SSPP to GDOT within **thirty (30) calendar days**. GDOT will review and approve the revised SSPP, providing a formal approval letter and a completed SSPP review checklist within **thirty (30) calendar days** of receipt of the revised SSPP. If GDOT determines that the SSPP is not acceptable, GDOT will provide a completed SSPP checklist explaining the deficiencies along with a proposed schedule for re-submittal and re-review.

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## **5 SSPP Implementation – Tasks and Activities**

### **5.1. Overview**

This section describes the tasks and activities performed and/or supported by all ASC personnel, under the direction of the Executive Director and the SCSC, with the support of the Director of Safety, Security and Training in conjunction with other departments that serve to implement the SSPP, such as inspections, audits, design reviews, observations, investigations, corrective action monitoring, and technical assistance.

### **5.2. System Safety Function**

The ASC Executive Director works closely with the Director of Safety, Security and Training under the guidance of the SCSC to develop, implement, and maintain the SSPP in accordance with applicable federal and state regulations and guidelines. Through these collaboration policies, procedures, and plans are developed to enable ASC to implement the SSPP.

Atlanta Streetcar Employees, Managers and Contractors have the responsibility and authority to direct corrective action when unsafe conditions or practices exist, up to and including the stoppage of work until appropriate corrective measures are taken. This action could include the interruption of revenue service if conditions warrant.

The City of Atlanta and MARTA are staffed with a wide range of specialists as identified by the organizational chart attached in Section 3.8, Atlanta Streetcar leadership. These individuals interact with various ASC departments at all levels of the organization.

#### **5.2.1 Methodology Used by the Director of Safety, Security and Training**

The Director of Safety, Security and Training verifies implementation of the SSPP throughout the Atlanta Streetcar organization using the following methods:

- Internal Safety and Security Audit Process
- Accident/Incident Investigations
- Hazard Management activities
- Safety and Security Certification Process (for extensions, major modifications and new projects as described in the Atlanta Streetcar Safety and Security Certification Program Plan )
- Safety Inspections
- Rules/Procedures Reviews
- Safety Data Acquisition and Analysis
- Safety Committee participation
- Training review and oversight

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In addition, the Director of Safety, Security and Training is also responsible for ensuring all system safety compliance reporting requirements contained in this SSPP are met, as well as corresponding security reporting requirements contained in the Security and Emergency Preparedness Plan (SEPP).

In the Director of Safety, Security and Training’s absence, these roles and responsibilities will be fulfilled by a designee, determined at the discretion of the Executive Director. .

### 5.2.2 Other Management Roles and Responsibilities

The operation and maintenance of the Atlanta Streetcar requires continual safety activity throughout its operational life cycle, including procurement of new systems, and modification and/or rehabilitation of safety-critical equipment and facilities. This section identifies related responsibilities held by individual members of the Streetcar organization.

#### ***Responsibilities of the Chief Operating Officer (COO)***

The COO – with such support from MARTA and the other project partners as he/she deems appropriate – is responsible for providing final technical approval for the testing and commissioning of the Atlanta Streetcar system.

In the operational phase, the COO will provide management on operations, with technical support from MARTA experts, the Executive Director, the Director of Streetcar Services, the Deputy Director of Streetcar Services and the Director of Safety, Security and Training. The COO has final decision making authority regarding actual operation and maintenance of the Atlanta Streetcar System, including the ability to reduce or cease service.

#### ***Responsibilities of the Director and Deputy Director of Streetcar Services***

The Director and Deputy Director of Streetcar Services will provide active management of the City’s Manager of Streetcar Services with respect to staff hired, and/or contractors procured, and all matters that are necessary to fulfill the required daily O&M functions and service delivery. They will coordinate with the City of Atlanta support services such as:

- Traffic Signal System maintenance and repair
- Transit station cleaning and repair
- Human Resources support
- Procurement
- Policing and Security
- Fare Inspection
- Financial management
- Grant management
- Capital asset replacement

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The Director and Deputy Director of Streetcar Services will provide active management of the Manager of Streetcar Services, who shall supervise day to day operations and maintenance of the Atlanta Streetcar, including System Maintenance Contractors, and the City of Atlanta management for:

- Vehicle maintenance
- Infrastructure maintenance, including track, power, signals and facilities
- Janitorial
- Contracted Security services

***Responsibilities of the Manager of Streetcar Services***

Under the Director and Deputy Director of Streetcar Services, the primary safety tasks and responsibilities of the Manager of Streetcar Services include the following:

- Establish and implement procedures for the safe operation of the streetcar, and ensure safety in all aspects of the system.
- Comply with applicable federal, state and local regulations, industry standards, and manufacturer's recommendations.
- Conduct, report on, and otherwise assist in the investigation of accidents, incidents, and injuries as required by relevant SOPs.
- Support, assist and participate in the internal safety audit process and external safety audits.
- Ensure the development of appropriate corrective action as required by internal safety audits, external safety audits, the hazard identification process, and accident/incident investigations.
- Verify that all employees receive training in safety-critical aspects of their expected work performance, including technical and emergency preparedness training.
- Properly implement and maintain change control and document control for their areas of responsibility.
- Verify that all staff adhere to established standard operating procedures, general orders, bulletins, and rules.
- Ensure the provision and maintenance of proper tools and equipment for the support of quality assurance activities.
- Ensure the establishment and maintenance of proper documentation in support of quality assurance and operations support inspection and audit activities.
- Verify proper quality control practices are incorporated in day-to-day maintenance operations.
- Participate in emergency drills and exercises.
- Provide necessary mechanisms for reporting defects and hazardous conditions.
- Coordinate with other departments on system safety requirements and safety certification.
- Monitor procurement practices to verify that safety and quality are not compromised in replacing parts.

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- Participate in the development of technical equipment specifications and procedures that address the system safety requirements and s certification.
- Provide requested data for statistical and trend analysis.
- Participate in the system modification review process
- Ensure contractors working with and for the streetcar system provide safe, reliable service in compliance with this SSPP and all other ASC Safety and security requirements
- Manage day to day implementation of the Drug and Alcohol Program and Procedure

### ***Responsibilities of the Superintendent of Operations***

The Superintendent of Operations is responsible for:

- Overseeing the day-to-day operations of the Streetcar, including management of the Streetcar Supervisors and contractors working in operational capacities and oversight of their safety-critical responsibilities
- Ensuring proper enforcement of ASC rules and regulations, and implementing disciplinary measures as appropriate
- Developing schedules and ensuring the completion of proper training by front-line operations employees
- Performing rules compliance checks and other safety-related evaluations and inspections

### ***Responsibilities of the Superintendent of Maintenance***

The Superintendent of Maintenance is responsible for:

- Day-to-day oversight and coordination with all contractors hired by ASC to maintain any element of the Streetcar system
- Managing the Streetcar Supervisors with respect to maintenance-related activities and responsibilities
- Developing schedules and ensuring the completion of proper training by front-line maintenance employees
- Performing rules compliance checks and other safety-related evaluations and inspections

### ***Responsibilities of Contractors***

The Atlanta Streetcar may retain the services of outside contractors to assist with various aspects of the system's operations and maintenance. All such contractors are subject to the requirements of this SSPP and may be required by the SCSC to develop their own Safety Program Plans documenting their processes for compliance with all applicable requirements. These Contractor Safety Program Plans must be reviewed and approved by the SCSC and the Director of Safety, Security and Training. The Director of Safety, Security and Training also conducts periodic reviews of contractor work practices to ensure compliance with their Safety Program Plans and this SSPP.

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Contractors are required to conform to and abide by all requirements of this SSPP at all times. Contractors are also required to work solely under the authority and direction of the City of Atlanta and Director of Streetcar Services. Contractors will be monitored and inspected under the authority and direction of the City of Atlanta and Director of Streetcar Services, and their designees as deemed appropriate, through the SCSC and pursuant to the provisions of the IGA.

The Atlanta Streetcar will require each contractor to assign safety and quality assurance functions to its personnel working on the property. Based upon the scope of the project, the SCSC may also require the assignment of a dedicated contract employee to carry out these tasks. Contractor personnel will work in cooperation with the SCSC, the Executive Director, the Director and Deputy Director of Streetcar service, the Manager of Streetcar Services and the Director of Safety, Security and Training and conduct a variety of activities in support of this plan, including:

- Review of supplier or OEM submittals and specifications;
- Developing a safety training program for their contractor personnel;
- Maintaining compliance with occupational safety standards and guidelines; and
- Establishing local safety committees for personnel within a given maintenance function.
- Reporting on any and all activities as required by the SCSC or ASC personnel
- Conduct of any required safety or security activity deemed necessary by the SCSC or ASC personnel

Figure 3. See Appendix B for the Atlanta Streetcar Task Responsibilities Oversight Matrix

### **5.3 Additional Safety Responsibilities**

#### Streetcar Operations Supervisors

- Ensure the safe transportation of passengers
- Ensure equipment safety and safe work practices
- When required, implement emergency procedures safely
- Conduct operational rule and procedures compliance reviews
- Participate in interdepartmental safety committees
- Document and ensure all employees' operational certification requirements to safely operate streetcar equipment
- Develop safety reports and perform related data-gathering efforts
- Document and investigate any hazards identified or reported

#### COA Traction Power, Track, and Vehicle Maintenance Managers (and Contractors, if used)

- Perform infrastructure and vehicle preventive maintenance and inspections.
- Ensure equipment safety and safety work practices are employed in maintenance facilities.

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- Implement corrective action based on incident investigation findings.
- Ensure facility is clean and hazardous materials are handled, managed and disposed of according industry standards.
- Conduct operational rule and practices compliance audits to ensure safety initiatives.
- Participate in interdepartmental safety committees.
- Enforce proper industrial hygiene and personal protective equipment compliance.
- Develop maintenance reports and perform related data-gathering efforts
- Report any hazards he/she has identified or has been made aware of

COA Department of Public Works: performs the following support functions in line with its own internal SOPs specifically designed to coordinate with the Streetcar’s operating needs.

- Traffic signal maintenance
- Right of way clearing and cleaning

#### **5.4. City of Atlanta Police Department and Atlanta Fire Rescue Department**

The primary safety tasks and responsibilities of the City of Atlanta’s Police Department and Fire Rescue Department are to:

- Respond to all accidents and incidents involving the Atlanta Streetcar.
- Plan, organize, and coordinate emergency management related exercises and training.
- Coordinate with other internal partners to assist in the development of emergency response plans.
- Verify that police officers and firefighters receive appropriate safety training related to Streetcar response.
- Develop and update the Atlanta Streetcar Security and Emergency Preparedness Plan (SEPP) in coordination with the Director of Safety, Security and Training.
  - Ensure that the provisions of the SEPP complement and are fully integrated with those of this SSPP.

## **6 Hazard Management Process**

### **6.1 Overview**

Hazard management is designed to eliminate or mitigate the risk of mishaps through a systematic approach of hazard identification, hazard analysis, risk assessment, and risk management. In connection with this SSPP, the Atlanta Streetcar *Hazard Management Plan* demonstrates the efforts undertaken to comply with FTA and GDOT/SSO standards for hazard management and tracking. All hazard management activities are undertaken with the full participation of the SCSC, pursuant to the requirements of the IGA.

The Hazard Management Plan defines activities performed throughout the life-cycle of any system, upgrade, modification, resolution of deficiencies, or technology development. When properly carried out, these activities ensure the identification and understanding of all hazards

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and their associated risks. As a result, mishap risk can be eliminated or reduced to acceptable levels.

The effective and timely resolution of hazards is critical to achieving an optimum level of safety. The hazard identification and risk assessment process, contained in the *Hazard Management Plan*, is based on principles set forth in *MIL-STD-882 Department of Defense Standard Practice for System Safety* (hereinafter “MIL Standard”), and adapted to the Atlanta Streetcar configuration and operating environment.

### 6.1.1 Definition of Hazard

A hazard is defined as any real or potential condition that can cause injury, illness, or death to personnel, patrons, or the general public; damage to or loss of a system, equipment or property; or damage to the environment. Definitions of other key terms are included below:

Term	Definition
Barrier/Control	Any design or administrative method that prevents a hazard from causing damage or injury.
Hazard	Any real or potential condition that can cause: <ul style="list-style-type: none"> <li>• injury, illness or death; and/or</li> <li>• damage to or loss of a system, equipment, or property; and/or</li> <li>• damage to the environment.</li> </ul>
Hazard Analysis	A formal process for reviewing and documenting hazards for the purpose of their elimination or control.
Hazard Identification	The formal recognition that a hazard exists and the definition of its characteristics.
Mishap	An unexpected, unforeseen, or unintended event that causes death or injury to persons, or loss or damage to equipment, the environment, or personal property.
Risk	The probability that a mishap will occur as a result of a given hazard.
Risk Assessment	The process of using available information to estimate the likely impact of a hazard on individuals, groups, or the environment and evaluating the need for mitigation.
Unacceptable Hazard	Any hazard involving any combination of fatalities, injuries, or property damage to which Streetcar Director of Safety, Security and Training has assigned an Initial Risk Assessment index of 1A, 1B, 1C, 2A, or 2B.

## 6.2 Hazard Management Process – Activities and Methodologies

The hazard management process is accessible to personnel at all levels of the organization. Identified hazards must be reported by any employee directly to his or her supervisor or to the Director of Safety, Security and Training using the “Report of Unsafe or Hazardous Conditions”

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form included in the Atlanta Streetcar Hazard Identification and Reporting Standard Operating Procedure.

Hazard Identification and Risk Assessment (HIRA) is Atlanta Streetcar’s formal process of identifying, evaluating, eliminating or mitigating, and tracking hazards associated with Streetcar operations, including all maintenance activities.

1. **Identify the hazard:** if left unattended, would this situation lead to fatality, injury, illness, lost time, or damage to property or the environment? If so, it qualifies as a hazard and should be noted as such.
2. **Provide a brief but complete description of the hazard** (i.e., what would cause the hazard and the likely results if the hazard remained as-is without being addressed?)
3. **Rank the potential severity of the hazard to estimate the consequence of a mishap caused by the hazard.** The following scale is used:

**Table 2: Definition of Severity**

SEVERITY CATEGORIES		
Description	Severity Category	Mishap Result Criteria
Catastrophic	1	Could result in one or more of the following: death, permanent total disability, irreversible significant environmental impact, or monetary loss equal to or exceeding \$10M.
Critical	2	Could result in one or more of the following: permanent partial disability, injuries or occupational illness that may result in hospitalization of at least three personnel, reversible significant environmental impact, or monetary loss equal to or exceeding \$1M but less than \$10M.
Marginal	3	Could result in one or more of the following: injury or occupational illness resulting in one or more lost work day(s), reversible moderate environmental impact, or monetary loss equal to or exceeding \$100K but less than \$1M.
Negligible	4	Could result in one or more of the following: injury or occupational illness not resulting in a lost work day, minimal environmental impact, or monetary loss less than \$100K.

Next, rank the potential level of exposure to the hazard to estimate the probability of a mishap occurring due to the hazard. The following scale is used:

**Table 3: Definition of Exposure**

PROBABILITY LEVELS			
Description	Level	Specific Individual Item	Fleet or Inventory
Frequent	A	Likely to occur often in the life of an item.	Continuously experienced.
Probable	B	Will occur several times in the life of an item.	Will occur frequently.
Occasional	C	Likely to occur sometime in the life of an item.	Will occur several times.

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<b>Remote</b>	<b>D</b>	Unlikely, but possible to occur in the life of an item.	Unlikely, but can reasonably be expected to occur.
<b>Improbable</b>	<b>E</b>	So unlikely, it can be assumed occurrence may not be experienced in the life of an item.	Unlikely to occur, but possible.
<b>Eliminated</b>	<b>F</b>	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.	Incapable of occurrence. This level is used when potential hazards are identified and later eliminated.

Calculate a “risk assessment value” by multiplying the potential severity and exposure (e.g. 1B, 2A, 3D, 4C, etc.). This allows for an initial screening or ranking of priorities.

**Table 4: Risk Assessment Value**

<b>RISK ASSESSMENT MATRIX</b>				
<b>SEVERITY</b>	<b>Catastrophic (1)</b>	<b>Critical (2)</b>	<b>Marginal (3)</b>	<b>Negligible (4)</b>
<b>PROBABILITY</b>				
<b>Frequent (A)</b>	<b>High</b>	<b>High</b>	<b>Serious</b>	<b>Medium</b>
<b>Probable (B)</b>	<b>High</b>	<b>High</b>	<b>Serious</b>	<b>Medium</b>
<b>Occasional (C)</b>	<b>High</b>	<b>Serious</b>	<b>Medium</b>	<b>Low</b>
<b>Remote (D)</b>	<b>Serious</b>	<b>Medium</b>	<b>Medium</b>	<b>Low</b>
<b>Improbable (E)</b>	<b>Medium</b>	<b>Medium</b>	<b>Medium</b>	<b>Low</b>
<b>Eliminated (F)</b>	<b>Eliminated</b>			

The determined risk assessment value in turn implicates several levels of decision-making authority, as follows:

- High (Unacceptable) – Risk must be reduced and controlled by design. No one at Atlanta Streetcar is authorized to accept risks in this category.
- Serious – Risk should be reduced or controlled by design or, if not practical, must be reduced by procedures or the use of safety/warning devices. Risks in this category must be referred to the SCSC for final decision, with input and recommendations by the Director of Safety, Security and Training.
- Medium – The Manager of Streetcar Services must periodically and systematically review the effectiveness of safety barriers, including safety/warning devices, procedures, and training. Design solutions are still preferred but not required. Risks in this category

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are acceptable provided they are reviewed by the Director of Safety, Security and Training.

- Low – No action is required as long as existing controls are maintained and effective. Risks in this category are acceptable without review.

Other hazard information comes from operations and maintenance reporting, including performance and operation status, incidents and accidents, maintenance status, internal audits, and inspections. GDOT SSO is aware that Atlanta Streetcar operations and maintenance functions are and will be managed through various information management systems. As necessary, to provide timely review of potential hazards, GDOT requires Atlanta Streetcar to provide access to the specific management information systems that provide information, including, but not limited to, the following (where applicable):

- Infrastructure,
- Vehicles,
- Signals / Communications,
- Passenger safety and security,
- Maintenance planning and reporting, and
- Configuration management.

Access to Atlanta Streetcar operations and maintenance information systems will allow GDOT the ability to monitor safety performance and hazard identification, as well as verify the development and implementation of corrective actions.

Additional sources of hazard information include:

- Inspections
- Internal Audits
- Accident/Incident Investigations
- Customer Complaints
- SSO Audits
- Police Reports
- Equipment Failures
- Safety Committee Meetings

### 6.2.1 Responsibilities for Hazard Management

Under the direction of the Executive Director and with the full participation of the SCSC, the Director of Safety, Security and Training oversees and advises the various hazard management activities of the departments and offices across the Atlanta Streetcar, as well as contractors and suppliers as applicable.

As part of these combined hazard management efforts, the Director of Safety, Security and Training shall:

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- Review, evaluate and approve submitted hazard identification and risk assessments;
- Maintain an active inventory of completed assessments;
- Maintain a comprehensive hazard tracking log submitted periodically to GDOT;
- Monitor and evaluate the implementation of barriers and controls;
- Assist other departments with investigation and analysis of hazards;
- Participate in the review of hazard analysis at all levels;
- Review the analysis process and results for new designs, and modification to existing infrastructure and rolling stock.
  - New designs and modifications to existing infrastructure and rolling stock shall have provisions included in the authorizing document [e.g., contracts, Change Control Procedures/ Configuration Management Procedures SOP (CMSOP), etc.] specifying that Failure Modes Effects Critical Analyses be performed.
- Ensure a robust hazard identification and risk assessment element in all training programs;
- Communicate any unacceptable hazard, as defined in the matrix contained in the *Hazard Management Plan*, to required external agencies as soon as possible; and
- Provide investigation status reports to required external agencies according to SSPP reporting requirements.

#### 6.2.2 Accident/Incident Investigations and Hazard Management

Hazard assessment will be performed in the course of all accidents and incidents as Atlanta Streetcar in accordance with the principles set forth in the *Atlanta Streetcar Hazard Management Plan*. The Director of Safety, Security and Training will ensure that all personnel who perform investigations are properly trained to identify and resolve hazards and will ensure any such hazards identified are documented in the Hazard Tracking Log. As required, any unacceptable hazards will be reported to GDOT following the procedures in the *Atlanta Streetcar Hazard Management Plan*.

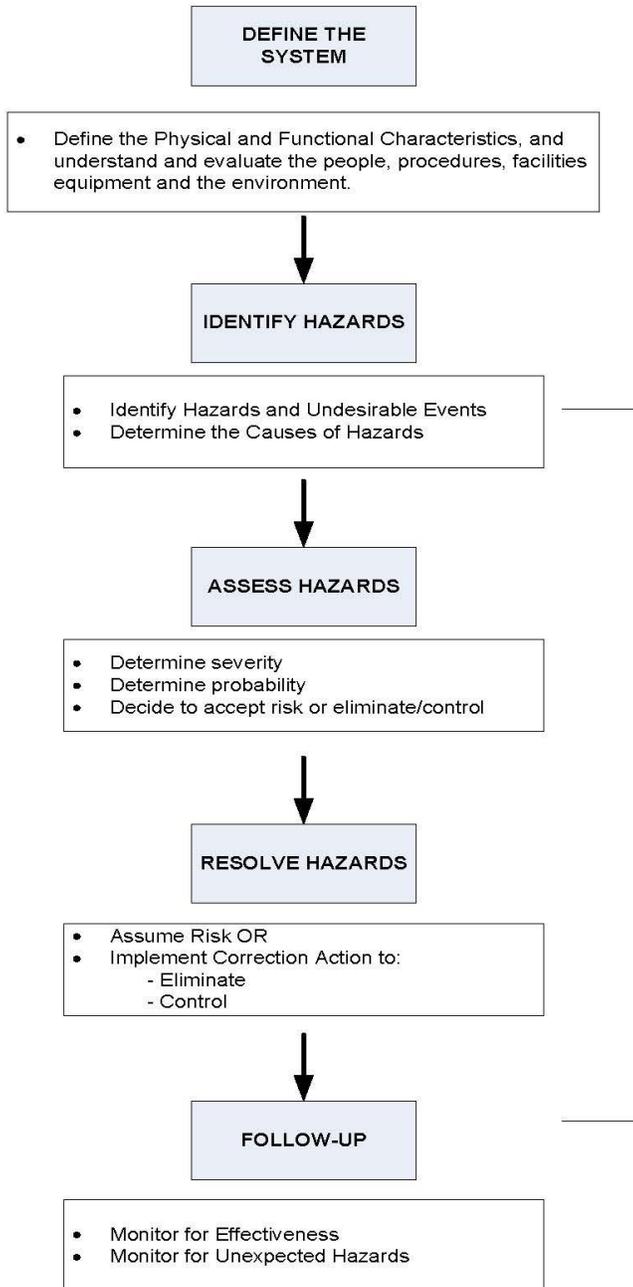
Accident/Incident reports shall be provided to the Director of Safety, Security and Training.

#### 6.2.3 Safety Inspections and Hazard Management

The Manager of Streetcar Services, the Superintendent of Maintenance and the Superintendent of Operations shall conduct periodic system safety inspections of facilities and equipment to identify hazards on a proactive basis. Incident reports, injury and illness reports and workers' compensation databases are reviewed by the Director of Safety, Security and Training as part of hazard identification.

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Figure 4: Hazard Identification and Resolution Process



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### 6.3 Coordinating with GDOT SSO and Related Bodies

To ensure GDOT has an ongoing role in the oversight of the Streetcar’s hazard management process, the Director of Safety, Security and Training will report hazards as required by the GDOT *Program Standard* and ensure the hazard tracking log is available to GDOT as required. GDOT may review the log at any time and direct relevant questions to the Director of Safety, Security and Training in writing, but may not remove any materials from the property. In addition to facilitating on-site review, the Director of Safety, Security and Training will submit the hazard tracking log and other corresponding materials to GDOT quarterly, as specified in the *Atlanta Streetcar Hazard Management Plan*.

As part of the general hazard management process, GDOT will coordinate a proposed date and location for a quarterly meeting and a proposed agenda with Atlanta Streetcar. GDOT will develop and issue the agenda, making any modifications as appropriate, and schedule the quarterly meeting with Atlanta Streetcar. GDOT will prepare meeting minutes from each quarterly meeting, being sure to document any identified action items or required activities.

To the extent possible, GDOT requires Atlanta Streetcar safety and security points-of-contact to identify all regularly occurring safety and security-related meetings where the attendance of the GDOT SSO Program Manager is requested or required. The GDOT SSO Program Manager will work together with Atlanta Streetcar’s safety and security points-of-contact to develop an annual meeting calendar and solidify the meeting dates for the following year by December 1 of each year.

The Annual Calendar will be regularly updated and maintained between the GDOT SSO Program Manager and the Atlanta Streetcar and distributed to the safety and security points-of-contact in order to avoid scheduling conflicts for the SSO program.

Additionally, GDOT has the right to request a full briefing at any time on the known circumstances of an investigation, including corrective actions and resulting compliance. GDOT reserves the right to conduct independent investigations of identified unacceptable hazards. A description of the investigation process is provided in *Section 6.6.2 of the 2013 GDOT Program Standard*. Upon determination to conduct an independent investigation, GDOT will inform the Streetcar in writing of its intention to conduct an investigation of a reported hazard no later than **seven (7) calendar days** following receipt of the Streetcar’s initial report. GDOT will advise the Streetcar of the following:

- Investigation processes;
- The identity of individual(s) conducting the investigation; and
- A tentative schedule of investigation elements.

The Director of Safety, Security and Training will provide the required information and resources necessary for conducting the investigation. GDOT or its contractor will complete an investigation report that includes a description of activities, findings, identified causal factors, and a corrective action plan (if required). The report will be finished within **thirty (30) calendar**

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**days** after completion of the investigation, and will be delivered to the Director of Safety, Security and Training for review. The Streetcar will have **fifteen (15) days** to prepare a corrective action plan if required, and submit it to the GDOT point-of-contact.

### 6.3.1 Investigation and Notification of Unacceptable Hazards

Every hazard deemed to be “unacceptable” in accordance with the provisions specified by the SSPP and the *Atlanta Streetcar Hazard Management Plan* must be fully investigated. The Director of Safety, Security and Training shall maintain documentation pertaining to the investigation and elimination of unacceptable hazards, and make these files available to GDOT for review and evaluation.

GDOT must also be notified through its point-of-contact of “unacceptable” hazardous conditions, defined using the criteria and assessment process described in the *Atlanta Streetcar Hazard Management Plan*, as soon as practicable but no later than 5:00 p.m. of the next regular business day. Notification is required even if the “unacceptable” condition has since been corrected. This notification shall be transmitted via e-mail or fax utilizing appropriately completed documentation of the hazard management process in action.

Relevant thresholds for notification are:

- 1) The hazard is classified as unacceptable pursuant to the risk assessment matrix found in the *Atlanta Streetcar Hazard Management Plan*; and
- 2) The hazard involves any one or a combination of the following effects: fatality, injury (excluding employee injuries relating to industrial safety), or property damage.

### 6.3.2 Reporting Mechanisms

To meet its reporting requirements for unacceptable hazards under section 5.6.3 of the *2013 GDOT Program Standard*, the Streetcar will develop and issue the following documents:

- 1) Initial Report
- 2) Status Reports
- 3) Final Report

#### 6.3.2.1 Initial Report

An initial report is due to GDOT within **seven (7) calendar days** of hazard notification. The report may be transmitted via e-mail or hard copy.

Initial reports will contain findings of fact including:

- The investigative procedures to be used;

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- A recommendation as to whether convening an ad hoc investigative committee is needed; and
- Plans for conducting interviews, inspections, examinations, or tests to determine the cause of the unacceptable hazard.

#### 6.3.2.2 Status Reports

**Monthly** status reports shall be provided to GDOT’s point-of contact until the investigation is completed. These reports may be transmitted electronically via e-mail or hard copy.

#### 6.3.2.3 Final Report

Upon completing the investigation, the Director of Safety, Security and Training shall submit a final written report for GDOT’s review and approval that includes a description of activities, findings, identified causal or contributing factors, and a corrective action plan and corresponding status update. The report may be transmitted electronically via e-mail or hard copy.

Within **thirty (30) calendar** days of receiving a report designated as final, GDOT will review the document and issue a written decision to the Streetcar either approving or disapproving the findings contained within.

In the event that GDOT does not accept the final report, it will communicate any area(s) of disagreement or concern to the Streetcar in writing. The report will not be considered final until all conditions are met and the report is approved by GDOT.

#### 6.3.3 Corrective Action Plans

Corrective Action Plans (CAPs) are developed when reported hazards are identified by internal safety and security audits, accident/incident investigations, GDOT-led reviews and audits, or otherwise required by statute or system documentation. CAPs identify causal or contributing factors and outline solutions and responsibilities that will minimize, control, or correct the issues in a manner that reduces the chance of re-occurrence (reactive) or before an issue manifests as a reportable event (proactive). All Corrective Actions are developed and implemented with the full participation of the SCSC and in conformance with the IGA.

A Corrective Action tracking log and procedure are in place for following the progress of CAPs. To indicate that a CAP has been closed since the last submittal, the log must specify when and how implementation of any recommended actions was verified. Verification may include documentary evidence as well as observations and inspections of corrections. Responsibility for populating, maintaining, and ensuring GDOT receipt of the CAP log rests with the Director of Safety, Security and Training.

All corrective action plans submitted to GDOT will identify:

- 1) The reported hazard, deficiency or concern;

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- 2) Any agreed-upon action items;
- 3) The implementation schedule; and
- 4) The individual stakeholders and department responsible for implementation

The CAP log will be transmitted electronically, by fax, or by postal mail to an established GDOT point-of-contact on a **quarterly** basis. As corrective action plans are closed out, verification must be submitted that the corrective action(s) described in the plan or a proposed alternative has been implemented. This verification must be submitted with the no less than **quarterly** Corrective Action Plan Tracking Log in electronic or hard copy format. In the log, the rail transit agency must also inform GDOT concerning any alternative actions for implementing a corrective action plan.

GDOT will notify the Director of Safety, Security and Training of its approval or rejection of a corrective action plan within **ten (10) calendar days** of receiving the corrective action plan. In the event GDOT rejects a corrective action, GDOT will state its reasons in writing and recommend revisions. The Director of Safety, Security and Training will submit a revised corrective action plan to GDOT no later than **thirty (30) calendar days** following the rejection.

## 7 Safety Certification

### 7.1 Overview

Safety and Security Certification demonstrates the efforts undertaken to comply with FTA and GDOT compliance standards for Safety Certification, including the FTA's *Handbook for Transit Safety and Security Certification*.

### 7.2 Purpose

The purpose of the Safety and Security Certification is to verify that:

- Hazards and security vulnerabilities are identified in the design of a new start or modification/renewal project, and are evaluated and properly controlled or mitigated prior to the commencement of passenger use and service;
- All critical system elements are evaluated for compliance with identified safety and security requirements during the design, construction/installation, testing, and verification phases of a project;
- The Streetcar system is operationally safe and secure for customers, employees, and emergency personnel, both before and after entering revenue service.

Safety and Security Certification establishes a process for contractors and cross-functional project team(s) to perform evaluations, analyzes designs and specifications, and verifies that ongoing inspections and documentation occur over the lifecycle of a project. These activities began with the development of a *System Safety Certification Plan* in the preliminary design phase and culminate in the issuance of a *Safety Certification Verification Report*, prior to placing the new or modified assets into revenue operation.

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This document describes the Streetcar’s processes for safety certification of capital projects meeting the following criteria:

- receive federal or state funding of any kind; or
- are identified as having a potential safety or security risks to passengers, employees, emergency responders, and/or the general public

Additionally, the SCSC, the Executive Director, the Director of Streetcar Services and the Director of Safety, Security and Training evaluate relevant projects and determine if the Safety and Security Certification process is appropriate depending on the project’s impact on system safety.

### **7.3 Applicability**

Safety and Security Certification is applicable to new or modified relevant systems, facilities, equipment, and operational elements that may pose a hazard or security concern to passengers, Streetcar employees, and emergency response personnel. The scope encompasses processes and procedures involving, but not limited to, procurement or development of the following:

#### **Facilities:**

- Operations and Maintenance facilities
- Stations
- Right-of-Way
- Traction power system
- Signal and communications systems

#### **System Elements:**

- Vehicles
- Voice and data communications
- Traction power substations
- Intrusion detection systems
- Fare vending machines
- Signal and communications system
- AC power distribution system
- Mechanical equipment

#### **7.3.1 Director of Safety, Security and Training**

The role of the Director of Safety, Security and Training in Safety and Security Certification is to participate in:

- Determination of safety, quality, and certifiable items as required in conjunction with Streetcar contractors;

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- Oversight of sub-contractor activities in safety and security certification activities in compliance with designated standards;
- Oversight of inspections to determine if facilities and equipment have been constructed, manufactured, inspected, installed, and tested, in accordance with safety and security requirements in the design criteria and contract specifications;
- Oversight of reviews to determine that Operations and Maintenance procedures and rules have been developed and implemented to ensure safe and secure operations;
- Oversight of reviews of required Training documents developed for the training of operating personnel, and emergency response personnel;
- Oversight of the process by which Transportation and Maintenance personnel have been trained and qualified/certified;
- Oversight of activities for Emergency response agency personnel to be prepared to respond to emergency situations in or along the right-of-way;
- Oversight of conduct of Safety and security-related system integration tests; and
- Oversight of Security provisions for segments in operation, as well as for yard and shop facilities.

### 7.3.2 Director of Streetcar Services

The role of the Director of Streetcar Services is to:

- Initiate the project safety analysis in conjunction with the MARTA Office of Rail Systems Engineering's (hereinafter Engineering) Design Process, or with contracted engineering support following the conclusion of MARTA's direct technical involvement with the Streetcar project.
- Create the Certifiable Elements and Certifiable Items Lists;
- Review design & compliance documents provided by Engineering;
- Identify potential hazards related to the project and engages the Hazard Management process for management and resolution.
- Issue temporary safety permits for the project contingent upon progress and inspections.

### 7.3.3 Safety Certification & Security Committee

In addition to the Director of Streetcar Services' responsibilities above, the Safety Certification and Security Committee advises on, monitors, inspects, ensure the completion of and evaluates certification activities, as well as issues the final certificates. Activities can include:

- Identifying and defining the certifiable elements, items, and safety and security requirements;
- Developing the compliance checklists;
- Reviewing verification documentation for each certifiable element to ensure compliance with the identified safety and security requirements;
- Ensuring that safety and security requirements and safety certification checklists are developed, reviewed, and approved for the design and construction of capital projects;

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- Resolving any safety and security issues;
- Ensuring that processes exist to facilitate interdepartmental coordination and concurrence with modifications to equipment, policies, plans, rules, and procedures;
- Tracking, mitigating and/or resolving hazards identified during the Safety and Security Certification Process;
- Determining the hazard severity, probability, and hazard risk index of identified hazards, as applicable.
- Establishing a hazard/threat log to track all identified safety hazards and security vulnerabilities to resolution.
- Providing a final *Safety and Security Certification Report* for each project.
- Issuance of Certificates of Compliance for each certifiable element and the system as a whole.

#### 7.3.3.1 Role of the Executive Director

While the SCSC issues a final safety and security report, the Executive Director has been designated as the person responsible for signing off on the Final Verification Report.

#### 7.3.4 Operational Readiness Review

The Executive Director, with the approval of the SCSC and the input of the Director of Safety, Security and Training will be responsible to verify the operational readiness of new equipment, system expansions, and design reviews on behalf of the Atlanta Streetcar. This process is verified through performing the safety certification activities described above under the direction of the SCSC. GDOT may conduct additional, external verification subject to its current procedures.

#### 7.3.5 Documentation Responsibilities

##### 7.3.5.1 Procurement Documents

The Director of Streetcar Services will review the procurement documents issued from the contractor's plant sites and facilities or other divisions or subsidiaries of the contractor prior to their release. Certification for safety and security is not commensurate with contractual acceptance, and further contractual acceptance likewise does not constitute achievement of safety and security certification.

##### 7.3.5.2 Reporting Responsibilities

Reporting is a key element of the safety certification process. The Director of Streetcar Services gathers reports from key stakeholders throughout the project, and updates the status of the Certifiable Elements List and any identified hazards.

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### 7.3.5.3 Periodic Reports

Periodic reports are prepared and issued by the Director of Streetcar Services. The frequency of the reports is dependent on certification activity levels, but will be quarterly at a minimum. The reports may include the following:

- Safety and Security Certification Program progress,
- Changes to Project Certifiable Items Lists, if any,
- Significant obstacles encountered in the certification effort,
- Safety and Security Certificates of Compliance completed during the reporting period,
- Safety and Security Certificates expected to be issued in the next reporting period, and
- Certification Program audit findings and recommendations for improvement.

The Director of Streetcar Services will also prepare project certification progress reports for the SCSC, GDOT and FTA, as required.

### 7.3.6 Process Overview

Safety and Security Certification is closely aligned with the *Atlanta Streetcar Hazard Management Plan*, ensuring that proper analysis, evaluation, and satisfactory resolution of any potential safety hazards or security vulnerabilities are addressed. Identified hazards are monitored throughout the lifecycle of the project and resolved or noted as part of the final certification documents prior to acceptance of the project for revenue service operation.

The Director of Streetcar Services completes the following tasks under the guidance and direction of the SCSC in the implementation of the safety certification program:

- Develops a certifiable items list,
- Identifies safety and security requirements for each certifiable element;
- Verifies related compliance requirements,
- Prepares Certificates of Compliance for each certifiable element, and
- Prepares Safety and Security Certificates.

Since project aspects vary, a project-specific Safety Certification Plan is required for every certifiable project.

### 7.3.7 Certificates Issued for Safety Compliance

Each critical certifiable system element receives a written safety and security certificate of conformance. When all required certifiable system elements are certified, a system safety certification statement is issued along with a *Safety Certification Verification Report*. These documents verify the readiness for revenue service for each operational phase of the system in regards to the safety and security requirements of the system.

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The following safety certificates are developed as part of the Director of Streetcar Services' responsibilities:

- Design Criteria Compliance
- Specification and Operations Readiness Compliance
- Construction Compliance
- Training and Exercises Compliance
- Risk Resolution Compliance
- Rules & Procedures Compliance
- Test Inspection Compliance

### 7.3.8 Design Criteria Certification

Project requirements are taken from Design Criteria and Contract Documents for Capital Projects, the SSPP, and existing Streetcar Rules and Standard Operating Procedures. Further, all applicable Federal, State, and Local safety and security codes and regulations, standards, and industry practices must be identified and included in the design.

### 7.3.9 Development of Safety and Security Design Criteria

The Director of Streetcar Services is responsible for the managing design, construction / installation, testing and final acceptance process, including all specification and as-built documents. The Director of Streetcar Services performs the following activities:

- Project analysis
- Creates a safety certification plan, based on project-specific requirements
- Reviews the design and compliance documents for safety elements
- Develops the Certifiable Elements List
- Identifies hazards and performs risk assessments
- May issue temporary use permits

### 7.3.10 Prerevenue Service

With respect to pre-revenue service activities, the SCSC has a number of sub-committees with specific safety responsibilities. These include the Fire Life Safety and Security Committee (FLSSC) and the Startup and Commissioning Committee (SCC). The FLSSC has the same composition as the SCSC, and serves as a liaison between the ASC, the SCSC and the external emergency response agencies. The SCSC will review issues through the FLSSC conduit that are critical to fire and life safety and security, operating plans and procedures, results of after-action reviews following major emergency response incidents or exercises, and training programs for content appropriateness and effectiveness. The FLSSC reviews, analyzes, and directs activities related to the fire/life safety and security aspects of the project which include material selection, egress and access, lighting, signage, vehicles, communications, protective devices, fire detection and suppression. The FLSSC additionally identifies the emergency response needs (such as

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training, drills, etc.) that are required to adequately respond to accidents/incidents that may occur during each phase of the project including operations and maintenance. The FLSSC focuses on systemic, high-level, fire/life safety and security issues, including local and state codes or requirements.

The SCC coordinates planning and process development efforts for the operational testing of the system and eventual startup of revenue service. The SCC will be multidisciplinary in scope and will be established during the latter stages of the Construction Phase. The SCC will coordinate the development of an integrated testing program. The SCC will plan for the effective and efficient testing of subsystems, and then the overall system, including ensuring that as testing progresses mitigations are taken to ensure the safety of the tests. The maturity of the various subsystems will be taken into account prior to full development and assurance that the systems are proven safe.

#### 7.3.11 Temporary Use Permits

If certification of the required elements for the test is not complete, under the direction of the SCSC the Director of Streetcar Services may issue a Temporary Use Permit. The permit is forwarded to each engineer responsible for each element. Examples of items placed under a Temporary Use Permit include light rail vehicles for dynamic testing, powered switches, track, and communication equipment. These permits expire upon completion of safety/security certification of the elements involved.

### 7.4 Certification Preparation and Recommendations

When an element is ready for certification, the SCSC, the Director of Streetcar Services and the Director of Safety, Security and Training will evaluate any evidence, documentation, or restrictions and recommendations received. Once approved, a Certificate of Conformance package is then prepared.

For each certifiable element, a final written certificate is issued and signed by the Chair of the SCSC prior to revenue service. Finally, the ASC Executive Director attests that a project element is in accordance with specified system safety and security requirements.

#### 7.4.1 Failure to Comply

If the Director of Streetcar Services and/or the Director of Safety, Security and Training determine that these requirements have not been met, it is the ASC Executive Directors responsibility and authority to cease operation of the system until the issue is resolved.

#### 7.4.2 Documentation of Records

The Project Safety and Security Certification file contains the following:

- Plan Updates and Corrections

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- Certifiable Elements and Items Lists
- A summary sheet showing the certification status for the design, construction, testing, and pre-revenue phases of the project
- Original copies of the completed checklists for each certifiable element
- Supporting documentation that may not be contained within project files, including but not limited to:
  - Visual Inspection Reports
  - Copies of test reports for safety critical systems
  - Copies of integration test reports
  - Originals of the Temporary Use Notices
  - Originals of the Integration Test Permits
  - Originals of the Certificates of Compliance for each certifiable element
  - Originals of the System Safety and Security Certificates for the project

#### 7.4.3 Final Hazard Report

The Director of Streetcar Services will review and approve applicable work, documents, and subsequent changes to determine the adequacy of controls invoked to minimize potential hazards and/or risks. Hazard documentation is critical to the success of the Safety and Security Certification Program.

#### 7.4.4 Final Certification

The Director of Streetcar Services verifies and documents that the highest practical level of operational safety has been achieved for the project. The final safety certification package includes the following items:

- A Certificate of Safety Certification signed by the Director of Streetcar Services and the Director of Streetcar Safety, Security, and Training stating that all hazards identified in the Project's Hazard Analysis have been resolved or being tracked to closure. The certificate documentation will identify all Certifiable Elements and verify that all identified hazards have been mitigated or controlled to an acceptable level.
- Certification that all system, subsystem, and interface testing have been completed satisfactorily
- A final Open Items List identifying all items opened during the life cycle of the project and their current closure status.

#### 7.4.5 Final Verification Report

A final *Safety Certification Verification Report* will be prepared by the Director of Streetcar Services and submitted to the Director of Streetcar Safety and Security for concurrence.

## 8 Managing Safety in System Modifications

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## **8.1 Overview**

This section describes the processes and procedures used for maintenance and construction activities that do not require formal safety certification, as defined in Section 7 of this document, but that do require safety inspections and sign-offs prior to placement into the system.

## **8.2 Identification of Hazards Associated with System Modifications**

The Director of Safety, Security and Training will facilitate the identification, tracking and resolution of hazards as defined in the *Atlanta Streetcar Hazard Identification and Hazard Reporting SOP and the Hazard Management Plan*.

## **8.3 System Modification Review and Approval Process**

System modifications not subject to the Safety Certification Process are reviewed for safety-related issues and approved through a standard process which verifies compliance with individual specifications. This is accomplished through coordinated reviews of contractual documentation and system safety design reviews.

The design verification process also includes technical oversight and direction; development, maintenance and enforcement of system design criteria; and management of design work by manufacturers, contractors, and design professionals.

### **8.3.1 Change Control Procedures/ Configuration Management Procedures SOP (ECPs)**

The Director of Streetcar Services is responsible for ensuring adherence to configuration control and other appropriate management procedures required pursuant to the Change Control Procedures/ Configuration Management Procedures SOP (ECPs).

Other affected departments are included in this review process as appropriate.

### **8.3.2 Quality Assurance**

The Director of Streetcar Services will ensure that quality-related goals and objectives are met and properly administered by confirming that products are designed, engineered, manufactured, installed, and tested in accordance with specified contractual, industry and governmental requirements. This is achieved through contract and operations monitoring, assessments, audits, evaluations, statistical analysis, cross-functional education, process establishment, testing and measures, and best practice implementation.

The Director of Streetcar Services will provide technical assistance to other departments to ensure that facility construction projects, assigned equipment/material procurement contracts, installation contracts, supplies, and other work performed on the transit system are tested and in full compliance with system criteria, contractual requirements, approved drawings, and related codes/standards.

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## **9 Safety Data Acquisition**

This section describes the processes used to collect and analyze safety data to support improvements in safety performance and monitor compliance with safety goals and objectives. Sources include daily logs, operator and supervisor reports, maintenance data, vehicle and personnel records, accident/incident reports, and risk management information. Also, as part of the Hazard Management Process, hazard data is used to determine trends and patterns in system operation and employee training.

### **9.1 Data Acquisition Process**

The Director of Safety, Security and Training requests, receives, and analyzes a variety of information from reports and notifications from across the Atlanta Streetcar organization and front – line employees.

Employee injury statistics are also collected. Additionally, ASC staff maintain detailed records of inspections and other safety activities performed in the VMF and on the alignment. Weekly, monthly, and quarterly reports on these items are compiled and approved by the Director of Safety, Security and Training.

For comparative purposes, the Streetcar also uses data from external sources, including:

- National Transit Database
- National Safety Council
- Department of Labor
- National Fire Protection Association

#### **9.1.1 Safety Data Distribution**

Streetcar safety data is distributed to internal and external stakeholders. Incident reports (collision, injury, etc.) are distributed to the Director of Safety, Security and Training, the Executive Director and the Director of Streetcar Services, and the SCSC if requested. The Director of Safety, Security and Training reviews these and enters appropriate information into an electronic system developed for this purpose. If the Director of Safety, Security and Training has any findings of concern, they are reported to the SCSC, the Executive Director, the Director of Streetcar Services and the Manager of Streetcar Services to support implementation of a comprehensive safety program.

Additionally, reports meeting National Transit Database (NTD) criteria are submitted via the NTD online reporting system on a monthly basis per ASC SOPs, as required by the FTA.

### **9.2. Access to Data**

#### **9.2.1 Accident/Incident Data**

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As defined on the *Atlanta Streetcar Accident / Incident Investigation Plan and Procedure*, all Atlanta Streetcar personnel are required to document and report accident/incident information to their supervisor who will document the incident and distribute reports to the Director of Safety, Security and Training on a daily basis.

### 9.2.2 Hazard Data

Atlanta Streetcar has established a systematic approach recognizing and identifying hazards throughout the Streetcar system to recognize and identify real or potential hazards before they lead to accidents, injury or an interrupted chain of events that could lead an incident.

In order to implement preventative mitigation and safety measures to avoid injury or accident, the Director of Safety, Security and Training must continuously gather hazard data and information to build and maintain a comprehensive database which can be used to a performance baseline, objectives, and to assess trends based on activity and environmental conditions.

To prevent unauthorized or improper changes to the database, access will be controlled by the Director of Safety, Security and Training or designee.

## 10 Investigation Procedures

This section describes the Atlanta Streetcar’s policies and procedures for responding to accidents and incidents that occur on its property and/or involve its assets.

### 10.1 Overview

The Streetcar’s *Accident/Incident Investigation Plan (A/I Plan)* contains policies for reporting, investigating, and documenting all accidents, incidents, near misses, managing all resulting corrective actions; and preventing recurrences. It encompasses any event, series of events, or condition that results in death, injury, occupational illness, damage to or loss of equipment or property, or damage to the environment.

With respect to notifying relevant external agencies of accidents and incidents – such as GDOT, the Georgia Department of Labor, the FTA, and the NTSB – a corresponding Accident/Incident SOP has been developed that is fully compliant with all requirements set forth in 49 CFR 659, the *Program Standard*, and 49 CFR Part 840 – Rules Pertaining to Notification of Railroad Accidents.

### 10.2 Accident/Incident Reporting Criteria

The Director of Safety, Security and Training or designee shall notify GDOT within **two (2) hours** of any accident or incident involving a rail transit vehicle or any incident taking place on Streetcar-controlled property where one or more of the following occurs:

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- A fatality at the scene, or where an individual is confirmed dead within **thirty (30) calendar days** as the result of a transit-related incident;
- Injuries requiring immediate medical attention away from the scene for two or more individuals;
- Property damage equal to or exceeding \$25,000 to rail transit vehicles, non-rail transit vehicles, other Streetcar property or facilities, and non-Streetcar property;
- An evacuation for life-safety reasons;
- A collision at a grade crossing (street intersection);
- A main-line derailment;
- A collision with an individual on rail right-of-way; or collision between two rail transit vehicles or between one rail transit vehicle and a non-revenue vehicle.
- Any evacuation of passengers to the wayside (i.e., other than a complete and proper train berthing at a rail station).

#### 10.2.1 Accident/Incident Investigation Criteria

Accidents and incidents requiring investigation include, but are not limited to:

- All GDOT- and NTSB-reportable accidents, including those defined above;
- All collisions involving Atlanta Streetcar vehicles, whether with other vehicles, equipment, people, obstacles, or facilities;
- Rail vehicle equipment derailments, split switches, and other similar events whether on the main line, in the yard, or in the shop;
- All thermal events involving Streetcar vehicles or facilities, including fires, explosions, fumes or smoke conditions;
- Any emergency evacuation of passengers or employees from Streetcar vehicles, stations, or other facilities;
- Employee casualties and occupational injuries, incurred on the job, involving Streetcar vehicles or property;
- Passenger, trespasser, or passer-by casualties involving Streetcar vehicles or property;
- Other unusual occurrences, incidents, malfunctions, etc., which may impact the safety of Streetcar property, systems, or equipment; i.e., floods, catastrophic equipment failures.

Accidents and incidents excluded from this procedure include assaults, robberies, or other crimes, which are investigated in accordance with City of Atlanta Police Department procedures.

### 10.3 Investigation Procedure

The A/I Plan documents the process used by the Atlanta Streetcar to investigate accidents and incidents. Primary responsibility to ensure appropriate investigations are conducted lies with the Director of Safety, Security, and Training. The primary investigation for most accidents will be performed under the direction of the Director of Safety, Security and Training, and will be conducted by the Operations and Maintenance Supervisors. If supervisors are unavailable, the Superintendent of Operations, or Superintendent of Maintenance may be called upon to perform

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investigations. Reportable accidents and incidents will be investigated directly by the Director of Safety, Security and Training, or designee.

In all cases, the Director of Safety, Security and Training will decide what type of investigation will be conducted and by whom to ensure a full and complete accounting of the root causes and contributory factors of any accident or incident so that appropriate and effective corrective action may be implemented. In the absence of the Director of Safety, Security and Training, the Manager of Streetcar Services will make the decision for accident/incident investigation.

The Executive Director, the Director of Safety, Security and Training and the Safety Certification and Security Committee may decide separately or together to request the assistance of a 3rd party contractor to support investigations. ASC will define the duties of that contractor upon retention of such contractor, and will provide duties to GDOT as requested by GDOT.

Prompt notification, thorough investigation, and comprehensive reporting are necessary to:

- Identify the factors which caused or contributed to the accident, incident or hazardous condition, while minimizing disruptions to service;
- Determine appropriate corrective action(s) to prevent the accident/incident from recurring and/or control the unacceptable hazardous condition;
- Comply with state and federal regulations governing required agency notification.

#### **10.4 Internal Notification Procedure**

Employees having direct knowledge of an accident or incident must notify their direct Supervisor. Notification procedures and contact information are detailed in the A/I Plan.

The Director of Safety, Security and Training will ensure the issuance of a written report as required by the A/I Plan. For Level II accidents, the Director of Safety, Security and Training will oversee the investigation and issue a report to the ASC Executive Director, the SCSC, the Chief Operating Officer and the Director of Streetcar Services.

#### **10.5 External Notification Procedure**

The Director of Safety, Security and Training or designee will provide initial notification to the cell phone of the GDOT/SSO point-of-contact within **two (2) hours** of a reportable event leaving a detailed message providing as much of the following information as possible:

- Name and job title of person reporting
- Name of the rail transit agency
- Event type (fatality, injuries, property damage, evacuation, derailment or other,)
- Location, date and time of event, and
- Initial assessment of the extent of fatalities or injuries

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Within **six (6) hours** of a reportable event, or as soon thereafter as practicable, the Director of Safety, Security and Training will provide via fax to the GDOT/SSO point-of-contact confirmations or updated information of the event and more detail including the following:

- Name and job title of person reporting
- Name of rail transit agency
- Event type (fatality, injuries, property damage, evacuation, derailment or other)
- Location, date and time of event
- Fatalities
- Injuries
- Rail transit vehicle(s) involved (type, number)
- Other vehicles involved (describe)
- Preliminary estimate of property damage
- Whether the event is NTSB reportable and will NTSB investigate
- Rail transit agency primary person (i.e. Chief Investigator) conducting the investigation (name, title, cell, office and fax numbers, e-mail address)
- Description of event
- Implemented and/or planned corrective actions

The Director of Safety, Security and Training or designee will notify the FTA Office of Safety and Security of major accidents, and service disruptions in accordance with its requirements. Current requirements include telephone notification 202-366-2896 (during office hours) or 1-800-424-0201 National Response Center (after normal office hours)] followed by a FAX (202-366-7951) and/or e-mail notification.

The Director of Safety, Security and Training or designee will notify the NTSB (1-800-424-0201, National Response Center) at the earliest practical time following any one of the following accidents:

- No later than **two (2) hours** after an accident that results in:
  - A passenger or employee fatality or injury to two or more crew members or passengers requiring admission to a hospital
  - The evacuation of a passenger train
  - A fatality at a grade crossing
- No later than **four (4) hours** after an accident which does not involve any of the circumstances enumerate in bullet one above, but which results in:
  - Damage (based upon a preliminary gross estimate) of \$150,000 or more for repairs, or the current replacement cost, to railroad and non-railroad property
  - Damage of \$25,000 or more to a passenger train and railroad and non-railroad property.

## **10.6 Accident/Incident Reporting and Documentation**

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For each such accident/incident, the Director of Safety, Security and Training shall ensure the development of reports as defined in greater detail by the A/I SOP, which will then be sent to the Executive Director and the SCSC for review and approval.

### **10.7 Corrective Action Resulting from Accident Investigation**

GDOT requires that Atlanta Streetcar develop a corrective action plan (CAP) with the intent of addressing hazards and deficiencies identified as a result of an internal investigation or investigation conducted by GDOT or NTSB. Atlanta Streetcar will notify GDOT that a CAP will be developed and the date when the CAP will be submitted to GDOT within **thirty (30) calendar days** after the need for the CAP has been identified. Depending on the complexity of the issue requiring corrective action, and at GDOT discretion, additional time may be granted to prepare the CAP.

The CAP will include a discussion of the initiated CAPs that will be implemented. The CAP will be submitted to GDOT for review and approval, and GDOT will notify of acceptance or rejection within **fifteen (15) calendar days** of receiving CAP. In the event that GDOT and the Atlanta Streetcar dispute the need, findings, or enforcement of a CAP, GDOT will allow Atlanta Streetcar **thirty (30) calendar days** to submit its case. GDOT SSO will then issue final direction to Atlanta Streetcar regarding the CAP.

The Director of Safety, Security and Training will manage the overall CAP process. When the need for a CAP has been identified, the Director of Safety, Security and Training will identify and assemble responsible parties for briefing and participation as necessary. The Director of Safety, Security and Training will monitor the status of each CAP, and inform the Executive Director and SCSC of issues or discrepancies requiring their involvement or additional support. The Director of Safety, Security and Training will provide support and assistance as necessary to the Operations and Maintenance Superintendents assigned to implement corrective actions to ensure proper implementation and closing out of the CAP.

### **10.8 Coordination with GDOT SSO**

In its Program Standard, GDOT SSO has formally authorized the Atlanta Streetcar to investigate every reportable event on behalf of the state of Georgia. GDOT SSO's authorization for Atlanta Streetcar to investigate reportable hazards and incidents on its behalf is contingent upon GDOT SSO's review and approval of Atlanta Streetcar's Accident/Incident Investigation Plan and procedures. GDOT SSO nonetheless reserves the right to participate in any Atlanta Streetcar investigation of a reportable event and acknowledges that Atlanta Streetcar has the right to request GDOT SSO to participate in any such investigation.

If GDOT SSO intends to participate in the investigation, it will formally notify Atlanta Streetcar in writing via an email submitted to the Atlanta Streetcar safety point-of-contact. For all investigations conducted by Atlanta Streetcar on behalf of GDOT Atlanta Streetcar must use

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investigation procedures that have been approved by GDOT. Subsequent updates and revisions to these procedures must be submitted to GDOT as they are completed and implemented by Atlanta Streetcar, or with the annual update of the SSPP.

In the event that authorization is conferred upon Atlanta Streetcar to conduct the investigation, GDOT may still participate in the investigation process. The terms of participation are specified in the Atlanta Streetcar’s SSPP and Investigation Procedures. If the state decides to participate in the investigation, GDOT point-of-contact will notify Atlanta Streetcar’s safety or security point-of-contact by telephone or email, and follow up with written notice.

GDOT requires a preliminary and a final report from Atlanta Streetcar for every investigation of a reportable event. In addition, for investigations that take more than 30 calendar days to complete, GDOT requires monthly status reports. All reports may be transmitted to GDOT by email, fax, or regular mail.

#### Preliminary Report

Within forty-eight (48) hours of a reportable event, Atlanta Streetcar must report initial findings of fact; its investigation plans; NTSB involvement in the investigation; and whether an ad hoc investigation committee will be convened.

#### Status Report

Until the investigation is completed, Atlanta Streetcar will prepare and submit monthly status investigation reports. The status investigation reports at a minimum will include:

- minutes of any meeting held by a rail transit agency’s ad hoc reportable event investigation committee or contractor;
- disclosure of any immediate actions the rail transit agency has taken, planned or completed;
- principal issues or items currently being evaluated; and
- overall progress and status of the investigation.

At its discretion, Atlanta Streetcar may submit a summary report of all ongoing investigation status reports to GDOT in lieu of several individual status reports.

At any time during an investigation, Atlanta Streetcar will be prepared to provide a full briefing on the known circumstances of the event, status of the Atlanta Streetcar or NTSB investigation, and investigation activities.

#### Final Report

Each Atlanta Streetcar investigation conducted on behalf of GDOT must be documented in a final report that includes a description of investigation activities, findings, identified causal factors, and a corrective action plan (if required). As specified in its Investigation Procedures and as recommended by GDOT, Atlanta Streetcar separates its final investigation report in two parts:

- 1) description of investigation activities, investigation findings, and determination of the most probable cause and additional contributing causes; and

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2) recommendations to prevent recurrence and a corrective action plan, if required.

Atlanta Streetcar may utilize investigations from its safety department or from front line departments such as operations and maintenance; however, identification of cause must be made and report content requirements listed in this Section must be met.

Upon receipt of Atlanta Streetcar’s Accident / Incident Investigation Final Report, GDOT SSO will review it in accordance with its Checklist for Reviewing Rail Transit Agency Accident / Incident Investigation Final Reports. In the event that GDOT SSO does not agree with the description of the investigation, the identification of primary and contributing causes, or the findings of the Final Report, GDOT SSO will communicate in writing to the Atlanta Streetcar’s safety point-of-contact the area(s) of disagreement or concern.

GDOT SSO will work with Atlanta Streetcar to address these issues in its Final Report. In the event that an agreement cannot be reached on these issues, GDOT SSO will issue its own investigation report, which may be no more than Atlanta Streetcar’s Final Report and GDOT SSO’s dissent. GDOT SSO will review the Final Report within 30 calendar days of receipt. If the review will take longer than 30 calendar days, GDOT will notify Atlanta Streetcar in writing on or before day 30 and provide a revised date for the completion of the review checklist.

To reduce the potential for conflict, GDOT SSO has encouraged Atlanta Streetcar to submit a draft version of the Final Report to the GDOT SSO point-of-contact so that agreement may be obtained on the most probable cause, additional contributing causes, corrective action plan (if required), and an implementation schedule before the Final Report is finalized and formally issued by Atlanta Streetcar.

Reports and records of accident investigations submitted to GDOT SSO by Atlanta Streetcar, as well as related reports and records produced by both GDOT SSO and Atlanta Streetcar, will be treated as confidential information, and will not be released without concurrence by both GDOT SSO and Atlanta Streetcar. With the exception of Atlanta Streetcar’s Accident / Incident Investigation Final Report, all investigation materials provided to the GDOT SSO for review purposes will be considered Atlanta Streetcar property, and will returned to the safety or security point of contact. GDOT SSO will not maintain copies of this material.

### **Accident/Incident Tracking Log**

The Accident / Incident Investigation Program Plan will include the Accident / Incident Tracking Log used by Atlanta Streetcar once the project initiates revenue service. GDOT SSO has required Atlanta Streetcar to establish an Accident / Incident Tracking Log which reflects the consolidation of information in the Investigation Procedures. The Accident / Incident Tracking Log must contain all hazards identified through the various methods applied by Atlanta Streetcar. The Accident / Incident Tracking Log may be organized by the accident number assigned by Atlanta Streetcar, or by type of accident, the source from which it was identified, or the element of Atlanta Streetcar’s operation affected by the accident (i.e., facilities, vehicles, track and signal, communications, personnel training and procedures, etc.). The Accident / Incident Tracking Log

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is maintained in the Accident/Incident Investigation Program Plan.

In accordance with Section 6.7 of the Program Standard, the Accident/Incident Tracking log will be submitted no less than quarterly to the GDOT SSO point-of-contact in electronic copy via e-mail or in hard copy via mail or fax. The submittal requirements for the Accident Tracking Log are as follows:

Element	Description
<b>ID Number</b>	Refers to the number assigned to the incident
<b>Date of Incident</b>	Refers to the date the incident occurred
<b>Time of Incident</b>	Refers to the time the incident occurred
<b>Time of SSO Notification</b>	Refers to the time the GDOT was notified of the incident
<b>Type of Incident</b>	Refers to the category of reportable incident: <ol style="list-style-type: none"> <li>1. Collision (Non-Rail Grade Crossing)</li> <li>2. Rail Grade Crossing Collision</li> <li>3. Derailments</li> <li>4. Fires</li> <li>5. Service Interruption</li> <li>6. Other</li> </ol>
<b>Details of Collision</b>	If reportable incident is a collision or rail grade crossing collision, refers to details of what the transit vehicle collided with: <ol style="list-style-type: none"> <li>1. Person</li> <li>2. Automobile (Road Vehicle)</li> <li>3. Object</li> <li>4. Transit Vehicle</li> </ol>
<b>Location of Incident</b>	Refers to location where incident occurred: <ol style="list-style-type: none"> <li>1. Trackway</li> <li>2. Revenue Facility</li> <li>3. Non-Revenue Facility</li> <li>4. Yard</li> <li>5. Other</li> </ol>
<b>Fatalities</b>	Refers to persons involved in incidents that are categorized as follows: <ol style="list-style-type: none"> <li>1. Passenger</li> <li>2. Patron</li> <li>3. Public</li> <li>4. Worker</li> </ol>
<b>Injuries</b>	Refers to persons involved in incidents that are categorized as follows: <ol style="list-style-type: none"> <li>1. Passenger</li> <li>2. Patron</li> <li>3. Public</li> <li>4. Worker</li> </ol>
<b>Estimated Property Damage</b>	Refers to whether or not the incident resulted in property damage greater than or equal to \$25,000 in estimated damages.
<b>Name of Investigator</b>	Refers to name of individual responsible for the investigation.
<b>Description of Incident</b>	Refers to a brief narrative summary of the incident – what it is; where it is located; what elements it is comprised of element of system operation affected by the incident (i.e., facilities, vehicles, track and signal, personnel training and procedures, etc.).

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<b>Probable Cause</b>	Refers to requirements for each final investigation report to identify causal and contributing factors, including following 11 categories: <ol style="list-style-type: none"> <li>1. Equipment Failure</li> <li>2. Poor Maintenance</li> <li>3. Operating Rule Violation / Human Factor</li> <li>4. Slips and Falls</li> <li>5. Imprudent Customer Actions</li> <li>6. Medically Related</li> <li>7. Action of Motorist</li> <li>8. Pedestrian Actions</li> <li>9. Trespasser</li> <li>10. Suicide</li> <li>11. Other</li> </ol>
<b>Corrective Action Plan</b>	Refers to whether or not a corrective action plan was developed to address the findings of the final investigation report.
<b>Status</b>	Refers to the status of the investigation. Status may be designed as pending, open, in progress, or closed.

## 11 Emergency Response Planning/Coordination/Training

Together, this SSPP and applicable parts of the Streetcar Security & Emergency Preparedness Plan (SEPP) comprise the Atlanta Streetcar’s Emergency Response Plans.

The SEPP contains the Streetcar’s policies and procedures with respect to emergency response planning, coordination, and training, as well as security sensitive information (SSI) related to incident command and other specific duties and function to be carried out during emergencies. For the Atlanta Streetcar, the SEPP constitutes and stands as the Fire Life Safety Plan. These policies and procedures are revised and distributed in accordance with the provisions of the Atlanta Streetcar’s Configuration Management Standard Operating Procedure (SOP).

In coordination with the plans and resources of local, state, and federal mutual aid emergency response agencies, the SEPP is designed to prepare the Streetcar to respond to and recover from natural or man-made emergencies which occur on Streetcar property or in any way impact the use of Streetcar equipment or facilities.

As the SEPP contains SSI, access to the document is controlled by the Director of Safety, Security and Training in accordance with the standards of 49 CFR Part 1520.

### 11.1 Responsibilities for Emergency Preparedness

All Streetcar departments currently employ emergency procedures and/or plans for natural, man-made and terrorist incidents defined as an all-hazards approach in the SEPP. Each department revises, updates and distributes these procedures to its personnel, and ensures their understanding of any included tasks or responsibilities.

The Atlanta Streetcar utilizes the National Incident Management System and its corresponding Incident Command System (ICS) component as an integral tool for the command, control, and

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coordination of emergency responses. The ICS structure encapsulates best practices and a system-wide approach to incident management applicable to both Streetcar and local emergency responders. For every incident, the Atlanta Police shall have primary responsibility upon arrival as Incident Commander (IC) unless Unified Command is established to include the Streetcar Safety department and other entities. The IC directs and manages the incident. Command can be transferred among emergency responders as the incident unfolds and priorities change. Unified Command is commonly used to manage incidents on Streetcar properties to verify all responsible agencies are coordinating response efforts. Details on specific job responsibilities under the Streetcar’s ICS can be found in the SEPP.

***Atlanta Streetcar Supervisor Responsibilities in an Emergency Response***

In an emergency, the Streetcar Supervisors are responsible for responding to, evaluating, monitoring, and assessing hazardous and unsafe situations and developing measures to assure personal safety.

Atlanta Streetcar Supervisor Responsibilities shall include, but are not limited to:

- Serving as Atlanta Streetcar Management Representative to the Incident Commander as necessary.
- Monitoring safety-related incident practices and procedures.
- Maintaining awareness of active and developing situations.
- Assisting with evacuations as directed.
- Ensuring first responder awareness of safety issues or concerns
- Performing the required investigation and resolution processes and documentation as defined in the A/I SOP.

**11.2 Coordinated Schedule**

The Atlanta Streetcar System Director of Safety, Security and Training or his/her designee, will develop a Training Schedule to ensure the safe operation of the Atlanta Streetcar and safe response of personnel and organizations needed to stabilize an incident involving the streetcar during an exercise or a drill.

The current drill and exercise schedule is provided below. In the event of a change or on request, the Atlanta Streetcar will provide an updated version to GDOT SSO.

<b>Type</b>	<b>Year Conducted</b>	<b>Description of Exercise</b>
TTX	June 2014	Operation Ride- The exercise focused on the responses of the public safety partners to a specific, multi-faceted scenario requiring significant coordination across their areas of expertise.
Full-scale drill	November 2014	Operation Response & Recovery-The exercise took local public safety, City of Atlanta, and Atlanta Streetcar personnel through

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		an active shooter scenario and the ultimate return to normal operations.
TTX	June 2015	TBD
Full-scale drill	November 2015	TBD
TTX	June 2016	TBD
Full-scale drill	November 2016	TBD

### 11.3 Emergency Drills and Exercises

#### 11.3.1 Emergency Simulation Testing

The City of Atlanta, which provides fire and emergency protection to the Streetcar, participates in an annual rail emergency simulation. Other emergency preparedness and response exercises occur throughout the year for the purpose of reviewing and testing compliance with current emergency response plans.

Emergency exercises and evaluations for the Atlanta Streetcar shall fall under Homeland Security Exercise and Evaluation Program (HSEEP) standards and must be NIMS compliant.

The Homeland Security Exercise and Evaluation Program (HSEEP) doctrine consists of fundamental principles that frame a common approach to exercises. Applying these principles to both the management of an exercise program and the execution of individual exercises is critical to the effective examination of capabilities.

1. Guided by elected and appointed officials
2. Capability-based, objective driven
3. Progressive planning approach
4. Whole community integration
5. Informed by risk
6. Common methodology

The HSEEP Exercise Cycle follows a continuous model as illustrated below:

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The Atlanta Streetcar System will conduct a Table-top exercise and Full-scale drill annually. The following schedule identified the TTX and Full-scale training that was completed in 2014. The Atlanta Streetcar System Director of Safety, Security and Training will ensure that the training is conducted yearly will all relevant emergency responders and stakeholders.

#### **11.4 Emergency Procedures**

In addition to the responsibilities set forth in this SSPP, the Director of Safety, Security and Training is responsible for coordinating and overseeing the deployment and implementation of precautionary and response-based procedures set forth in other emergency management plans. In this role, they work with other Streetcar departments and external safety and security agencies to provide appropriate support in the event of an emergency. Examples of these plans, along with a brief description of The Director of Safety, Security and Training’s role, are set forth below:

#### **11.5 Familiarization/Emergency Training**

In addition to training directly related to drills and exercises, which is planned and coordinated by the APD, the Director of Safety, Security and Training ensures the provision of on-going familiarization and emergency preparedness training to other internal departments and ensures public awareness of important homeland security messages (i.e. Transit Watch). These training programs are fully compliant with Homeland Security Exercise and Evaluation Program (HSEEP) standards to meet certain FTA and Transportation Security Administration (TSA) requirements, and are further described in the SEPP.

The Director of Safety, Security and Training also works closely with APD to coordinate as-needed training to outside first responder partners. More information on this program can be found in the SEPP.

Other departments have also developed emergency procedures for natural and man-made disasters.

#### **11.6 Safety Training for Emergency Management**

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The Director of Safety, Security and Training is responsible for ensuring employees are trained in certain aspects of fire/life safety and emergency response. This training includes:

- Fire and evacuation drills required by City of Atlanta, State of Georgia, or FTA regulations;
- Spill drills for environmental awareness and incident management;
- Accident/Incident Investigations;
- Industrial safety issues, including Respiratory Fit testing and training, as well as asbestos and hazardous materials awareness.

### **11.7 Affiliations**

The Director of Safety, Security and Training, through cooperation with the Atlanta Police Department and Atlanta Fire Rescue Department, participates in meetings with:

- Emergency Management Area Group (EMAG) Area 7;
- Urban Area Security Initiative (UASI);
- Joint Terrorism Task Force (JTTF);
- All Hazards Council for Emergency Management;
- Regional Transit Security Work Group (RTSWG);
- DeKalb and Atlanta Local Emergency Planning Committee (LEPC);
- Atlanta-Fulton County Emergency Management Agency (AFCEMA); and
- Georgia Emergency Management Agency (GEMA)/Office of Homeland Security.

### **11.8 Emergency Response Sensitive Security Information (SSI)**

To carry out its oversight and compliance activities, GDOT may access Emergency Response-related SSI on-location in the office of the Director of Safety, Security and Training.

## **12 Internal Safety Audit Process**

### **12.1 Overview**

The Director of Safety, Security and Training will utilize Internal Safety and Security Audits (ISSAs) to monitor and evaluate the effectiveness of the SSPP and SEPP. A comprehensive program of ISSAs compels effective compliance with statutory and regulatory requirements set forth by GDOT and the FTA, serves as a primary source of hazard identification, and presents opportunities for management to institute system safety improvements.

The internal safety and security audit process is governed by the following documents:

- The Atlanta Streetcar SSPP and SEPP;
- Atlanta Streetcar Internal Audit Program Plan
- GDOT's *Program Standard*;

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- 49 CFR Part 659;

## 12.2 Scope of Activities

Under the direction of the Executive Director, and in coordination with the SCSC, the Director of Safety, Security and Training will complete internal audits per the audit schedule as found in the Atlanta Streetcar Internal Audit Program Plan, unless the functions/departments fall under the DSST's purview. In that case, the ED or his/her designee (an independent department, MARTA, or a contractor) will audit that department. The SCSC will make determinations as to the suitability of the Executive Director's designee.

The audit process is governed by a standard operating procedure which is compliant with the *Program Standard* and all of its requirements, as well as 49 CFR Part 659.

### Internal Safety Audits:

- Policy Statement and Executive Approval
- Purpose, Goals and Objectives
- Management Structure
- Plan Review and Update
- System Safety Tasks and SSPP Implementation
- Hazard Management Process
- System Modifications
- Safety Certification
- Safety Data
- Accidents/Incidents
- Emergency Response
- Rules Compliance/Procedures Review
- Internal Audit Process
- Facilities and Equipment Inspections
- Maintenance Program Audits/Inspection
- Training and Certification
- Configuration Management
- Compliance with Local, State and Federal Safety Requirements
- Hazardous Materials
- Drug and Alcohol Abuse Program
- Procurement

## 12.3 Audit Process

Internal audits will be planned and scheduled, at a minimum, **thirty (30) days** in advance. The exceptions will be ad hoc audits that are not part of the scheduled regimen. The Director of Safety, Security and Training will likewise notify GDOT in writing **thirty (30) days** in advance

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of all audits that are required by the *Program Standard*. The advance notice will indicate the audit's start date, areas, functional units, departments, or offices. The required elements to be audited will be denoted in a checklist provided with the thirty-day advance notification.

### 12.3.1 Integrity of Audit Process

The Director of Safety, Security and Training will seek the support of Streetcar managers to conduct the internal safety audit process, Auditors conducting an internal audit must be independent, and cannot conduct a review in the direct or functional area to which he or she is assigned, or in his or her manager's area of responsibility.

Any manager may directly participate in an audit or designate a facilitator and escort from the department being audited to act on his or her behalf. The highest-ranking employee of the audited department shall be at the exit meeting to be briefed, to review the results of the preliminary findings (if any), and to receive a preliminary verbal report.

### 12.3.2 Internal Audit Cycle/Schedule

In addition to the SSPP, the current Atlanta Streetcar Internal Audit Cycle is presented in Attachment A of the IAPP, and contains all audits scheduled for the period of 2015-2017 as follows:

Element	Year	Quarter
1. Policy Statement and Executive Approval	2017	2 <sup>nd</sup>
2. Purpose, Goals and Objectives	2016	2 <sup>nd</sup>
3. Management Structure	2016	1 <sup>st</sup>
4. Plan Review and Update	2017	1 <sup>st</sup>
5. System Safety Tasks and SSPP Implementation	2016	2 <sup>nd</sup>
6. Hazard Management Process	2015	2 <sup>nd</sup>
7. System Modifications	2015	4 <sup>th</sup>
8. Safety Certification	2016	1 <sup>st</sup>

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Element	Year	Quarter
9. Safety Data	2016	4 <sup>th</sup>
10. Accidents/Incidents	2015	3 <sup>rd</sup>
11. Emergency Management	2017	2 <sup>nd</sup>
12. Internal Safety and Security Audits	2017	1 <sup>st</sup>
13. Rules Compliance/Procedures Review	2016	1 <sup>st</sup>
14. Facilities and Equipment Inspections	2016	4 <sup>th</sup>
15. Maintenance Program Audits/Inspection	2015	4 <sup>th</sup>
16. Certification and Training	2015	3 <sup>rd</sup>
17. Configuration Management	2017	3 <sup>rd</sup>
18. Compliance with Local, State and Federal Safety Requirements	2016	2 <sup>nd</sup>
19. Hazardous Materials	2016	2 <sup>nd</sup>
20. Drug and Alcohol Abuse Program	2016	3 <sup>rd</sup>
21. Procurement	2016	3 <sup>rd</sup>
22. Transit Asset Management	2017	2 <sup>nd</sup>

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Element	Year	Quarter
23. Policies, goals, and objectives for the security program endorsed by the agency's chief executive	2017	4 <sup>th</sup>
24. Process for managing threats and vulnerabilities during operations, and for major projects, extensions, new vehicles and equipment, including integration with the safety certification process	2017	4 <sup>th</sup>
25. Controls in place that address the personal security of passengers and employees	2017	4 <sup>th</sup>
26. Process for conducting internal security reviews to evaluate compliance and measure the effectiveness of the system security plan	2017	4 <sup>th</sup>
27. Process for making its system security plan and accompanying procedures available to the oversight agency for review and approval.	2017	4 <sup>th</sup>

### 12.3.3 Internal Audit Checklists and Procedures

It is incumbent on all Atlanta Streetcar Managers formally document all required plans, programs, processes, protocols, methodologies and procedures of their organizational responsibilities in order that the documentation can be reviewed for this critical requirement of the internal safety and security audit process and for compliance with the SSPP and SEPP.

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A checklist will be developed to ensure Streetcar Department Managers know their responsibilities to the SSPP and SEPP and if all audited elements are performing as intended. Checklists will be developed with sufficient criteria, for each audit, to verify compliance to the requirements of the SSPP and all relevant internal Streetcar plans, policies and procedures.

The Director of Safety, Security and Training will submit the checklist to GDOT for review **thirty (30) days** prior to the start of each audit. The pre-audit checklist is preliminary, and subject to modification as the audit evolves. In addition to the Streetcar approved SSPP and SEPP, the auditor may use internal departmental Standard Operating Procedures and other pertinent process documents as a basis for preparing a checklist before beginning the on-site audit.

Some typical examples of these procedures and other pertinent documents are listed below:

- System operation and maintenance rulebooks, bulletins, notices and procedures
- Maintenance manuals and procedures for vehicles, track and signals, preventative maintenance inspection records, employee training records, environmental compliance procedures, and any other documents found to have significant importance in regard to system safety,
- Previous internal and external audit reports,
- Corrective action plans for accidents and unacceptable hazardous conditions reported to GDOT and,
- NTSB investigation reports and other agency peer review reports.

Utilizing the above listed materials, the auditor shall prepare an audit checklist. The checklist should site the sources that compel compliance to the checklist question. The applicable reference documents that establish the acceptance criteria should be sited in the checklist, when possible.

Checklist audit questions have the following evaluation responses:

- 1 – Meets Plan Requirement
- 2 – Meets Plan with Comments
- 3 – Needs Improvement/Finding
- 4 – Unable to Audit
- 5 – Not Applicable (N/A)

#### 12.3.4 Audit Reporting

The Director of Safety, Security and Training and the supporting management auditor will send a final draft report to the responsible department manager and discuss suggested changes. After processing changes, the auditor will issue a final report to the Director of Safety, Security and Training and SCSC for final review and approval. *All final reports will contain an executive*

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*summary which summarizes primary observations, management responses, the auditor's conclusion and recommendation for corrective action.*

Once the final report has been reviewed and approved, it will be provided to the Chief Operating Officer, department manager and other management staff as appropriate.

The Director of Safety, Security and Training will create and manage an Internal Safety and Security Audit Findings Tracking Log to track to all findings, recommendations, and corrective actions developed as a result of the internal safety and security audit process. Should the Director of Safety, Security and Training require a corrective action plan, the Director will follow the guidelines in the *Atlanta Streetcar Corrective Action Plan Program*.

**Corrective action plans** will be developed when findings of non-compliance or partial compliance from internal safety audit final reports. A description of each CAP will identify:

- Identified hazard or deficiency
- Planned activities or actions to resolve deficiency or hazard
- The department and personnel responsible for implementing corrective action
- Schedule of completion for implementation.

In the event of any dispute arising from the internal audit process, such as whether or not a CAP is required, whether its proposed content is sufficient to address the underlying issue, or whether the CAP has been satisfactorily completed, the disputing party shall present its respective arguments in writing to the SCSC within ten (10) working days. The SCSC may request further presentation of supporting materials or argument, including from those who conducted the audit, as it sees fit. In either case, the SCSC will render a binding decision on the dispute within ten (10) working days after receiving the last materials submitted at its request.

While conducting its review, GDOT staff may request additional information, clarifications or revisions from the Director of Safety, Security and Training. A meeting or teleconference may also be conducted to address any issues identified by GDOT during its review of the annual report. Any additional requirements will be conveyed to the Director of Safety, Security and Training by GDOT point-of-contact.

#### Audit Findings Log

The Director of Safety, Security and Training will prepare an Internal Safety Audit Findings Log to track all findings and recommendations developed as a result of the internal safety audit process. This log will detail areas noted for improvement, as well as those areas where additional follow up is required. The Internal Audit Tracking Log will reflect the consolidation of information in the internal audit process. The Internal Audit Findings Tracking Log will contain all audits conducted by Atlanta Streetcar for each calendar year. The Audit Findings Tracking Log will consist of:

1. Audit Identification Number

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2. Audit Date
3. SSPP Element
4. Description of Audit Finding
5. Description of Corrective Action Plan
6. Corrective Action Plan Status
7. Department and Manager responsible for CAP Implementation
8. Estimated CAP Completion
9. Current Status

The Internal Safety Audit Findings Tracking Log must be submitted by the Director of Safety, Security and Training no less than **quarterly** to GDOT's point of contact in electronic copy via email or in hard copy via mail or fax. GDOT will review the internal Safety Audit Findings Tracking Log and forward any questions or request for information to the Director of Safety, Security and Training. The tracking log can be found in the *Atlanta Streetcar Internal Audit Program Plan*.

#### 12.3.5 Annual Audit Report

##### GDOT Safety and Security Audit Annual Reports

By **February 1** of each year, GDOT requires the Director of Safety, Security and Training to submit an annual report to the GDOT point-of-contact documenting the internal audits conducted during the previous year. This report may be submitted in electronic copy via email or in hard copy via mail or fax. This annual report must include:

- a. a listing of the internal safety and security audits conducted for that year;
- b. a discussion of where Streetcar Safety and Security is in meeting its three-year internal audit schedule, including the identification of any obstacles in meeting the schedule and any proposed mitigation measures;
- c. an updated schedule for next year's audits;
- d. the status of all findings, recommendations and corrective actions resulting from the audits conducted that year;
- e. any challenges or issues experienced by the Director of Safety, Security and Training function in obtaining action from and/or compliance; and
- f. findings, recommendations and corrective actions during that year.

In addition to the annual report, also by **February 1**, GDOT requires that the Director of Safety, Security and Training submit a formal letter of certification, signed by the ASC Executive Director stating that, based on the evaluation performed during the internal safety and security audit process during the previous year, the Atlanta Streetcar is in compliance with its System Safety Program Plan

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If the Director of Safety, Security and Training determines that findings from its internal safety and security audits indicate that Atlanta Streetcar is not in compliance with its SSPP, the ASC Executive Director must then identify the activities that the Atlanta Streetcar will take to achieve compliance using the procedures specified in the *Atlanta Streetcar Corrective Action Plan Program*.

Arrangements will be made with GDOT for on-site review of any security-sensitive materials. GDOT will review and approve – or provide comments to secure approval – within 30 days, or by March 1.

## 13 Rules Compliance/Procedures Review

The Atlanta Streetcar’s policies, procedures, protocols, processes, standards, plans, and guidelines are fully documented, enforced by the Director of Streetcar Services, the Deputy Director of Streetcar Services, and the Manager of Streetcar Services and available to all employees. As documents are updated, a new revision section or other approved document control methodology is added to define its particular revision cycle. All departments are required to review their posted procedures and update as needed to comply with FTA configuration management and document control standards.

Safety-critical rules and procedures include, but are not limited to:

- SSPP
  - HMP
  - IAPP
  - CAPP
  - AIP
- SEPP
- Rulebooks
- Manuals
- Operations and Maintenance SOPs
- Drug and Alcohol Program Plan
- Procurement
- Support Function Plans and Procedures including those associated with the Department of Public Works’ Atlanta Streetcar-related tasks

As appropriate, Operations and Maintenance Superintendents develop documentation and provide substantive changes as required to all such documents with input from the Executive Director, the Director of Safety, Security and Training, and other appropriate stakeholders as warranted by the underlying content (such as outside subject matter experts or vendors). In compliance with the Atlanta Streetcar’s Configuration Management SOP, the SCSC provides final review and approval.

### 13.1 Process for Ensuring Rules Compliance

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## Responsibilities

- ASC Employees and Contractors have a duty to follow established Atlanta Streetcar rules, policies, plans and procedures to ensure their safety. ASC Managers and Supervisors have a duty to keep their employees safe by following established Atlanta Streetcar policies, plans and procedures and shall ensure compliance by employees at all times.
- General Orders may be issued on an as-needed basis to facilitate the revision process. Consisting of temporary rules or instructions designed to bridge the gap between a needed revision and its formal approval and issuance, General Orders must be approved by the Director of Safety, Security and Training to ensure compliance with the SSPP and all other applicable safety requirements.
- Operations employees are tested on their knowledge of the operating or maintenance rules during initial training and refresher training.
- Maintenance Employees and Contractor Managers will have daily discussion of rules and procedures during “Tool Box” meetings. Applicable rules and procedures are also discussed when work is assigned.
- Streetcar Supervisors and Superintendents will ensure compliance through:
  - Conducting Compliance Checks of operators and maintainers to identify the activities and associated rules to be monitored for compliance
  - Ensuring sufficient frequency of compliance monitoring, with increased frequency for rule violations and dangerous activities;
  - Documenting the conduct of the compliance checks; making observations of employees performing their duties;
  - Identifying and evaluating non-compliances that pose greatest risk of injury, service disruption or customer dissatisfaction.
  - Monitoring activities during the same time work is conducted, to include nights, weekends and holidays (locations and times should be varied); and
  - Conducting evaluations safely, without putting evaluators, employees, contractors, customers, or equipment at risk.

### **13.2 Compliance Techniques: New Employees and Front-Line Personnel**

All new employees must participate in right-of-way safety training as part of the New Employee Orientation Program. Employees who fail either the examination or practical are reassigned to

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duties that do not require work on the right-of-way, until the employee attains a passing score on the examination and/or practical, respectively.

ASC Supervisors are required to ensure that new employees and front-line personnel perform their assigned duties in compliance with procedures and instructions. As a key part of this process, each Supervisor is required to complete a minimum of two (2) ride checks and/or on-the-job observations per month. Disciplinary procedures consistent with union contracts are used to enforce compliance with established rules and procedures.

### **13.3 Compliance Techniques: Supervisory Personnel**

ASC Supervisors will conduct a minimum of two (2) performance-based operational ride checks of Operators each month. All acquired data can be verified for hazard trends and allows the Director of Safety, Security and Training to review data for purposes of hazard identification. Identified hazards are then entered into the Hazard Management Process.

The ASC Maintenance Superintendent and Contract Managers will evaluate vehicle maintenance and system infrastructure to ensure maintenance employees are following established safety rules for proper tool and equipment utilization. They will review maintenance of way and vehicle maintenance processes to ensure work is conducted as according to manufacture recommendations and industry based occupational and industry standards. They will review work records to ensure employees are qualified to do the work they have been assigned.

ASC Superintendents will also be responsible for ensuring that Supervisors are carrying out their assigned rule compliance checks and completing all required documentation. Superintendents will review supervisor compliance monthly.

### **13.4 Compliance Techniques - Director of Safety, Security and Training**

The Director of Safety, Security and Training will institute and oversee an audit-level rules compliance program to evaluate operations and maintenance compliance with established standards and procedures.

### **13.5 Documentation of Rule Compliance**

The Manager of Streetcar Services and the Superintendents of Operations and Maintenance will maintain rules and procedures compliance check records. Records shall be kept both on observations and on action taken to correct observed deficiencies.

The Director of Streetcar Services will establish a tracking system (i.e., forms, electronic applications) for Supervisors and Contract Managers to document and control compliance checks and corrective action activity.

The Director of Safety, Security and Training will review the tracking system, establish any needed corrective action and forward appropriate information to responsible departments to

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support the implementation of corrective action to mitigate discrepancies and ensure future compliance. The Director of Safety, Security and Training will track corrective actions to completion.

The tracking system shall provide status of the activity (e.g., open, closed, in-progress). Observers shall be trained in the method of collection and proper documentation of the observation. Hazards identified during these rule compliance inspections will be entered into the Hazard Management Process by the Supervisor who performed the inspection.

## **14 Facilities and Equipment Inspections**

This section provides information about Facilities and Equipment Inspections. The Director of Streetcar Services, Manager of Streetcar Services, the Maintenance Superintendent and Contractor Maintenance Managers are responsible for the Streetcar facility and equipment inspections. This section includes descriptions of how safety-related equipment and facilities are regularly maintained, inspected and tested.

### **14.1 Facilities and Equipment Subject to Inspection**

Facilities and Equipment subject to inspection include, but are not limited to:

- The Vehicle Maintenance Facility (VMF), inclusive of tools and related equipment as described in the Streetcar O&M Plan;
- Operations Facilities, including stations; and
- Other Operating, Support and Administrative facilities, including the VMF

#### **14.1.1 Governing Standards and Regulations**

Inspection requirements are based on standards and regulations promulgated by the following entities or included in the following documents, as applicable to the Atlanta Streetcar operation:

- GDOT
- National Electrical Code
- Underwriters Laboratory (UL)
- National Fire Protection Association (NFPA)
- American National Standards Institute (ANSI)
- American Conference of Governmental Industrial Hygienists (ACGIH)
- APTA
- Specific equipment manufacturers' operating standards

These standards and regulations are incorporated into written checklists which are used to guide the inspection process.

### **14.2 Regular Inspection and Testing**

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Atlanta Streetcar facilities depend on preventive maintenance (PM) as the backbone of an effective maintenance management and hazard recognition system. PM reduces the likelihood of failure and provides for safe and efficient operations. All operations and maintenance areas regularly perform inspection and testing of their safety-related tools and equipment as described in the Atlanta Streetcar’s Maintenance Plan.

#### 14.2.1 Industrial Safety Inspections

The Director of Safety, Security and Training and/or their properly qualified designee conducts a variety of industrial safety inspections designed to verify that industrial safety procedures and best practices are being followed properly and consistently at maintenance facilities. These include both regular audits and visual inspections during shop and facilities use, pre-inspection of tools and equipment before each use, and regularly-scheduled inspections and preventive maintenance as outlined in the Streetcar Maintenance Plan.

#### 14.2.2 Fire Safety Inspections

All fire safety-related equipment requires regular inspection, maintenance, and testing in accordance with applicable state and local code requirements. Some equipment, such as certain fire detection/suppression equipment, boilers, and certain paint equipment, requires municipal permitting. In addition to visual and functional inspections, fire system equipment inspections include documentation review and monitoring, to verify that all fire safety systems – or systems which could affect fire safety – are properly inspected and permitted. Atlanta Streetcar, City, and contractor insurers may also require insurance carrier or third party fire safety inspections. As these inspections are completed, they will be integrated into the Streetcar’s ongoing facilities maintenance and inspection processes. Further details may be found in the Atlanta Streetcar Fire Safety Plan.

#### 14.2.3 Construction Safety Inspections

The Director of Safety, Security and Training and/or their properly qualified designee conduct construction safety inspections to ensure contractor, passengers and employee safety at various construction projects throughout the system through; project design review, participation by safety personnel in project progress and safety meetings, job site inspections, and review and approval of contractor submittals.

### **14.3 Coordination with Hazard Management Process**

The results of facilities and equipment inspections and audits are analyzed after each audit or inspection to determine if any significant hazards or trends in hazards have developed since the last audit or inspection. The Director of Safety, Security and Training (as well as other Atlanta Streetcar and Contractor managers and supervisors with direct safety responsibility) receive these analyses and reports, and examines them for any significant results or emergent hazards. If negative trends arise, it may decide that tracking and remediation through the official hazard

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management process are merited, and the hazard handled according to the Streetcar's *Hazard Management* section of this SSPP.

## **15 Maintenance Audits and Inspections**

This section describes the roles, responsibilities, and tasks associated with Atlanta Streetcar system maintenance program audits and inspections. The Manager of Streetcar Services has overall day-to-day oversight for the Atlanta Streetcar's maintenance function, including both in-house and contractor-provided services. As designated by the SCSC, the Manager of Streetcar Services may have other specific project- or contractor-based safety responsibilities.

The streetcar system has plans and procedures in place for ensuring that safety-critical defects are promptly addressed, and that no equipment and vehicles do not re-enter revenue service until they are safe to do so. The Operations and Maintenance Plan and the Atlanta Streetcar Vehicle Maintenance and Inspection Plan as well as operations and maintenance SOPs provide these safeguards.

The Manager of Streetcar Services will be responsible for ensuring that no safety-critical defect goes unaddressed, nor any equipment or vehicle reenters service until safe to do so. The Manager has the authority to take special action, including removing equipment from service, identifying necessary repairs before returning equipment to use, or limiting service until safety-critical defects can be sufficiently addressed, identified through the maintenance inspection or hazard management processes as described below.

The Superintendent of Maintenance is responsible for day-to-day implementation of maintenance programs policies, procedures, processes and tasks by internal Atlanta Streetcar personnel.

Other positions identified in the sub-sections below may have specific responsibilities tied to distinct aspects or elements of the maintenance program.

### **15.1 Systems and Facilities Subject to Maintenance Program**

The Atlanta Streetcar relies on preventive maintenance and inspection processes to proactively keep its assets in safe and working order. Scheduled preventive maintenance and inspection, as described in the Atlanta Streetcar System Maintenance Plan, includes the following elements:

- Vehicles
- Track
- OCS
- Traction Power
- Stations
- Traffic Signals

#### **15.1.1 Vehicle Maintenance**

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This section outlines the maintenance programs and inspection procedures for streetcar vehicles and related equipment. Maintenance and inspections occur in accordance with relevant provisions of the *Atlanta Streetcar Vehicle Maintenance and Inspection Plan*.

The following activities are performed in support of vehicle audits and inspections:

- Establish and implement procedures to assure that the fleet is properly maintained and available in safe operating condition.
- Establish and implement appropriate maintenance inspections and repair programs.
- Ensure that appropriate technical training and certification is provided to all maintenance mechanics and electronic technicians.
- Provide and maintain proper tools and equipment for the support of maintenance activities.
- Establish and maintain proper maintenance documentation support of maintenance inspection activities.
- Ensure that proper safety and quality control practices are incorporated in day-to-day maintenance operations.
- Ensure that any safety and quality audit findings of the day-to-day maintenance operations are properly addressed and their appropriate corrective actions are implemented in a timely manner.
- Ensure that any safety accident investigations or incidents are properly investigated and appropriate corrective actions plans are developed implemented.
- Monitor the collection and disposal of waste (e.g., gearbox oils, parts washer solvents) to effect safe handling and minimize employee and environmental exposure to potentially hazardous materials.

Any identified defects or areas of concern shall be tracked and monitored through the Streetcar’s maintenance information system, and as appropriate, through the hazard management process.

#### 15.1.1.1 Periodic Maintenance and Inspections

Periodic maintenance and inspections occur on rail vehicles as specified by applicable maintenance manuals and industry standards, as detailed in the Atlanta Streetcar Vehicle Maintenance Plan. Maintenance personnel carry out preventive maintenance and inspections (PMI) utilizing a defined procedures and checklist based upon specified time, mileage intervals or based on individual subsystems and components.

The Manager of Streetcar Services and the Superintendent of Maintenance are responsible to ensure that all identified safety-critical discrepancies are corrected before vehicles are permitted to return to revenue service. Additionally, regular safety meetings provide information to front-line employees regarding general shop safety, ad hoc training, and incident debriefing. These include both pre-shift or toolbox-style meetings and more formal, scheduled meetings.

#### 15.1.1.2 Service Requests

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Requests for vehicle service outside of regularly scheduled inspections shall be handled through the process described in the *Atlanta Streetcar Vehicle Maintenance and Inspection Plan*. Such service requests may originate from several sources, including reports from Operators, maintenance employees, passengers or other streetcar stakeholders. They may also come from incident or accident reports or other unusual occurrences.

#### 15.1.1.3 Additional Inspections

Other regular inspections made in accordance with industry-accepted procedures and standards are:

- Return-to-service/outbound shop inspections;
- Pre-trip inspections by operators;
- Quality Control inspections by supervisors; and
- Quality Assurance audits.

#### 15.1.2 Track Infrastructure Inspections

The Atlanta Streetcar Track Maintenance and Inspection Plan and Standard Operating Procedures identify periodic inspection, maintenance, and testing of the Atlanta Streetcar track, including switches. This includes periodic physical and mechanical inspection of components that affect safe operation. In-house Streetcar Technicians perform regular visual inspections of the track and right-of-way to identify any hazards or other safety-related issues.

Track maintenance personnel identify and classify defects as using the track standards described in the Atlanta Streetcar Track Inspection and Maintenance Procedure and SOP's. Atlanta Streetcar will procure a qualified contractor to conduct inspections and maintenance for Streetcar track infrastructure. Track maintenance contractor personnel will address minor repairs to track and/or street structure. For larger or more complicated repairs, such as rail replacement, welding, switch replacement, and other large-scale track renewal, the Director of Streetcar **Services** may procure additional support from industry contractors or other resources. Any identified defects or areas of concern shall be tracked and monitored through the Streetcar's maintenance information system, and as appropriate, through the hazard management process.

#### 15.1.3 Stations and Right of Way Inspections

Streetcar supervisors and maintenance personnel conduct regular visual inspections of the system's passenger stations and the right of way, as described in the Atlanta Streetcar System Maintenance Plan. All deficiencies are reported to the Manager of Streetcar Services who will dispatch maintenance personnel from the City Of Atlanta to repair any deficiencies. .

#### 15.1.4 Traction Power

The Traction Power System is comprised of two functional subsystems: the Traction Power Substations (TPSS) and the Overhead Contact System (OCS). The TPSS contain all of the

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necessary equipment to receive electric power from utilities and deliver it in usable form to the OCS. The major elements of the TPSS include high-voltage AC switchgear, transformers, rectifiers, DC switchgear, and DC feeders and auxiliary equipment.

The OCS contains all of the elements required for the delivery of power from the TPSS to the vehicles along the alignment. These major elements include the messenger and trolley wires, hangers, jumpers, all in-span components, supporting structures, poles, and grounding system.

ASC’s traction power distribution system uses various protective devices to ensure high level of reliability, and includes many safeguards and controls to ensure that operations and maintenance employees can work safely and confidently in its vicinity. All service, inspection, and maintenance activities can be found in the Atlanta Streetcar Traction Power Maintenance Preventive Maintenance Plan and Standard Operating Procedures.

Atlanta Streetcar will procure a qualified contractor to conduct inspections and maintenance for traction power distribution and overhead contact system (OCS).

Any identified defects or areas of concern shall be tracked and monitored through the Streetcar’s maintenance information system, and as appropriate, through the hazard management process.

**15.1.5 Traffic Signal System Inspection and Maintenance**

The responsibility for the Traffic Signal System along the alignment lies with the City of Atlanta’s Department of Public Works. All deficiencies along the alignment reported by Atlanta Streetcar employees or contract personnel are reported to the Manager of Streetcar Services who will dispatch maintenance personnel from the City Of Atlanta to repair any deficiencies.

**15.2 Resolution of Audit/Inspection Findings**

Findings are identified at the departmental level during scheduled audits or inspections, or by audits conducted by the Director of Safety, Security and Training. For normal or routine maintenance issues, repairs and resolution are part of the ongoing maintenance information tracking system, and part of the maintenance management process. More involved or systemic issues are subjected to the Streetcar hazard management process, and to the formal corrective action process as needed. In any case, both the Manager of Streetcar Services and the Director of Safety, Security and Training are responsible for monitoring, identifying and vetting potential safety trends, and processing them appropriately, as noted below.

**15.3 Checklists, Maintenance Records and Documentation**

Checklists, including both paper and electronic forms, are used across the Streetcar organization to ensure quality of service and compliance with regulation, policies, and procedures. A departmentally-approved checklist must be used for each individual maintenance audit or inspection conducted.

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The Manager of Streetcar Services has overall responsibility for structuring and overseeing the use and tracking of records of completed inspections, as well as maintenance logs and histories, and interface with the hazard management process.

#### **15.4 Coordination with Hazard Management Process**

The results of maintenance audits and inspections are analyzed after each audit or inspection by maintenance supervisors to determine if any significant hazards or trends in hazards have developed since the last audit or inspection. The supervisor/manager then reports any trends or results to the Superintendent and the Director of Safety, Security and Training. If negative trends arise, it may decide that tracking and remediation through the official hazard management process is warranted.

## **16 Training and Certification**

### **16.1 Overview**

This section describes the Atlanta Streetcar’s employee and contractor training and certification requirements (or programs). The Director of Safety, Security and Training has the responsibility to ensure that all Atlanta Streetcar employees are trained and certified to operate or to maintain the system in accordance with the requirements of this SSPP.

Training may consist of a combination of classroom and on-the-job education. It is the responsibility of the Operations and Maintenance Superintendents, respectively, to ensure that on-the-job training is performed properly by designated, appropriately credentialed instructors.

#### **System Operations Training**

No employee or person will operate any Atlanta Streetcar rail equipment without having been qualified and certified. Employees will be trained in the operation of a Streetcar including the rules, regulations and procedures for safety operation. All employees operating a Streetcar will require a Commercial Driver’s License, Streetcar Operating Card and Medical Certificates as required by Atlanta Streetcar Executive Director of Streetcar Operations.

#### **System Maintenance Training**

Managers, supervisors, employees and contractors will be pre-trained and certified by the maintenance contractor for the position they have been assigned. They will also be trained in and familiar with the safety-related work practices, safety and emergency procedures, and other safety hazards that pertain to their respective assigned position.

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### **Accident / Incident Investigation Training**

The quality of an accident or incident investigation depends on the capability of the investigation team and the guidance and support it has to carry out the investigation. Atlanta Streetcar Managers and Supervisors are trained based on industry best practice so that the investigation can be conducted comprehensively and consistently for all accident and incidents.

### **Qualified Maintenance Personnel**

All personnel who maintain any traction power, vehicle, or other ASC asset utilizing the OCS system will receive training and be competent in:

- The skills and techniques necessary to distinguish exposed live parts from other parts of electrical equipment.
- The skills and techniques necessary to determine the nominal voltage of exposed live parts.
- The skills and techniques necessary to determine the minimum approach distances corresponding to the voltages to which they are exposed.
- The proper use of the special precautionary techniques, personal protective equipment, insulating and shielding materials, and insulated tools for working on or near exposed energized parts of electrical equipment.
- Understand the physical properties of mechanical and electro-mechanical equipment and reference proper documentation for to ensure safe operation.

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## **16.2 Contractor Safety Plan**

Any Contractor conducting work on the Atlanta Streetcar right-of-way, vehicles or infrastructure must undergo a Roadway Worker Protection safety training program.

Contractors are required to prepare a Safety Plan which complies with the SSPP. Contractors must place special emphasis on describing how their organization assures the identification, elimination, and/or control of potential hazards, which can lead to injury, loss of personnel and/or damage or loss of revenue hardware and continue to support equipment throughout the complete cycle of the program. The project-specific Safety Plan describes the relationships of all safety activities. Existing documents may be referenced and submitted as part of the Safety Plan. The contractor's Industrial Safety/Occupational Health and Safety Plan must be incorporated or attached to the Safety Plan. The Safety Plan should be provided in a matrix form, or some equivalent format, the clear/concise title of the entire specific task to be covered by the plan.

## **16.3 Record Keeping**

Training records are maintained electronically by the Director of Safety, Security and Training.

## **16.4 Compliance with Training Requirements**

Under the direction of the Executive Director, and with the guidance of the SCSC, the Director of Safety, Security and Training will be responsible for monitoring overall employee compliance with safety-related training and certification requirements stipulated by job descriptions and responsibilities. In the event that an employee falls out of compliance or is otherwise identified as requiring re-training, his or her Supervisor will work with the Director of Safety, Security and Training to maintain compliance.

The Director of Safety, Security and Training, under the guidance of the Executive Director, works closely with all departments and contractors to oversee the development of course content. Final sign-off on course syllabi and outlines rests with the SCSC. Current training outlines reviewed and approved by the SCSC are included for reference as Appendix A.

### **16.4.1 Training Requirements**

Current positional training requirements are outlined in the following matrix:

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Figure 5: Certification/Re-training/Re-certification Matrix

**ATLANTA STREETCAR  
Employee Training**

**Training Programs by Position with Recurring Training**

	<b>Operator</b>	<b>Supervisors</b>	<b>Maintenance</b>	<b>Maint. Sup.</b>	<b>Security</b>
<b>Streetcar Operator Training</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	
<b>Streetcar Technician Training</b>			<b>X</b>	<b>X</b>	
<b>Supervisor Training</b>		<b>X</b>	<b>X</b>	<b>X</b>	
<b>Maintenance Inspection Training</b>			<b>X</b>	<b>X</b>	
<b>OCS Training</b>			<b>X</b>	<b>X</b>	
<b>Substation Training</b>			<b>X</b>	<b>X</b>	
<b>Track Training</b>			<b>X</b>	<b>X</b>	
<b>Post-Accident (Unscheduled) Retraining</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	
<b>Operator Extended Absence Training</b>	<b>X</b>				
<b>Communications/Dispatch Training</b>		<b>X</b>			
<b>Rulebook, Standard &amp; Emergency Operating Procedures (SOP/EOP) Training</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Right of Way Safety (Annual) Employees/Contractor</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Jo Specific Safety Training</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Drug &amp; Alcohol</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>
<b>Reasonable Suspicion</b>		<b>X</b>		<b>X</b>	
<b>CPR/First Aid (2 Years)</b>			<b>X*</b>	<b>X*</b>	
<b>Bloodborne Pathogens (Annual)</b>	<b>X</b>	<b>X</b>	<b>X</b>	<b>X</b>	

\*Power Technicians/Supervisors X

<b>Operator Status</b>	<b>Training Requirement</b>
New Operator Training	120 Hours of training
Operator Extended Absence (30 days)	May receive 8 hours retraining (at discretion of the instructor or Director of Safety, Security and Training)
Post-Accident (Unscheduled) Retraining	4 hours of instruction tailored to corrective actions

<b>Maintenance Function</b>	<b>Requirement(s)</b>
Vehicle Maintenance	Required to attend an intensive training program conducted by vendors or in-house staff. Training documentation is maintained and training activities are reviewed and monitored by Maintenance Managers and Supervisors.

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Heavy Equipment Maintainer-Operator	Must successfully complete 6 month to 2 year hands-on apprentice training program with experienced individuals, and have appropriate certifications.
Maintenance Inspection Training	Instruction to ensure that the individual performing the inspection has been properly trained.
Streetcar Maintenance/Mainline Special Training	Special training for experienced maintenance personnel who are required to test cars on the main line in a designated area.
Facilities, Grounds	All facilities and grounds employees received equipment training from ASC instructors.
Electrical, Signal, and Substation Maintainers	All electrical, signal, and substation groups receive formal training from vendors or in-house staff, as well as on-the-job training. All training is fully documented by Maintenance Management.

Course	Requirement(s)
Service Supervisor	Required to attend an intensive training program designed specifically for new Service Supervisors before assuming responsibilities for handling incidents and emergencies in field. Accident investigations training will ensure they are thoroughly familiar and capable of implementing Streetcar accident / incident plans and procedures.
Maintenance Supervisors (Track, Vehicle, Power, Facilities)	Must have passed the appropriate aptitude tests and successfully completed an apprentice training program for the position (at the discretion of the Director of Maintenance).

Job Specific Safety & Security Training may consist of the following, depending on the employee's duties and responsibilities:

- System Safety/Hazard Management
- ICS - 100/200
- ICS - 300/400-700/800 (Management)
- Maintenance – Accident Prevention & Moving Equipment Safety
- Maintenance – Hidden Workplace Hazards
- Maintenance – Identifying Shop Hazards & Shop Fire/Life Safety Inspections
- Safety Data Sheets/ Hazard Communication/Hazardous Materials
- Bloodborne Pathogens (annual)
- Roadway Worker Protection-Right of Way Safety (Contractors & Employees)
- General Workplace Safety – housekeeping, ventilation, access, evacuation, spills, storage, slips-trips & falls
- TSI – Effectively Managing Transit Emergencies
- TSI – Rail Incident Investigation
- TSI – Transit Rail System Safety
- TSI – Transit Rail System Safety and Security Audit Course
- TSI – Transit System Security
- TSI – Transit Rail Safety & Security Auditing

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#### 16.4.2 Unscheduled Retraining

Unscheduled retraining will be required of operations and maintenance personnel under the following circumstances:

- Long term absence greater than thirty (30) days, prior to returning to duty;
- Resulting from a management-identified knowledge/skill deficiency in an employee;
- Resulting from an accident investigation, safety violation, or other work practice violation.

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### 16.4.3 Grading Methods

Knowledge and skill testing is conducted for all certification and qualification programs. Testing is performed through a combination of written and field-based testing. Passing score standards for written tests vary based on the course content and knowledge retention requirements, and field-based tests are graded based on established necessary skills and the test-taker's mastery of these skills. Grading criteria for each course is modified as necessary based on changes to equipment, industry standards, traffic laws, and best practices.

## 17 Configuration Management

### 17.1 Overview

This section describes the roles, responsibilities and processes identifying Configuration Management best practices throughout the Atlanta Streetcar organization. Configuration Management requires that changes to the physical and functional characteristics of an asset be approved by the originating department and engineering personnel. The Director of Safety, Security and Training is responsible for the evaluation of safety critical configuration changes, and provides recommendations to the Safety Certification and Security Committee, which has the authority to approve or reject configuration changes or request re-evaluation by the concerned parties.

#### 17.1.1 Definition of Configuration Management

From a lifecycle perspective of an asset, Configuration Management (CM) can be defined as a process for establishing and maintaining consistency of an asset's performance, functional and physical attributes with its requirements, design and operational environment throughout its life.

CM begins with controlling the design, implementation, manufacturing, and installation of an asset. Once in operation, changes to the asset that impact its form, interface, and/or function are managed via a formal management process to ensure changes are needed, validated, tested, and implemented, and that all supporting documentation is updated to reflect the asset's true and current characteristics. CM impacts training as well as parts inventory. Documentation control standards are used to maintain, revise, distribute and control documents used in support of CM.

Under the direction of the Manager of Streetcar Services, the Atlanta Streetcar's Rail Engineering Consultant (REC) will implement all CM requirements, to be reviewed as appropriate with the Executive Director, Director of Safety, Security and Training, and the SCSC in compliance with Atlanta Streetcar SOPs and the Safety and Security Certification Program Plan.

### 17.2 Process for Change

#### 17.2.1 Types of Change

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Configuration change control is the process of controlling and managing change to any given system asset and thereby ensuring system integrity. The process consists of identifying and classifying a change, evaluating specific component(s) to be changed, and implementing the change on approval. Configuration changes shall be classified as either Class I or Class II. The originating department of the change shall make an initial determination of the class of a proposed change; however, this classification may be amended if deemed necessary.

#### Class I Changes:

Class I changes are defined as those that directly affect the form, fit or function of an asset, including, but not limited to:

- System performance
- Performance outside of stated tolerances
- System reliability and maintainability
- Physical or functional interchangeability
- Interface characteristics
- Weight or balance (when a factor)
- Volume
- Safety
- Electromagnetic characteristics
- Operational, test, or maintenance computer programs
- Compatibility with support or training equipment
- Previously approved training operation, maintenance, or overhaul manuals or test procedures
- Pre-set adjustments or schedules affecting operating limits to such an extent as to require a new identification
- Sources of repairable items
- Schedules or deliveries
- Spares
- Environment
- Items directly affecting the safety of the transit system
- Items directly affecting the acquisition or support costs of an asset or future spare parts
- Items directly affecting the warranty provisions of the asset

Class I changes are developed as an Engineering Change Proposal (ECP) or other accepted process for each proposed change. The ECP or classification form shall provide sufficient information to support formal change approval.

#### Class II Changes:

Class II changes are all changes that are not listed as Class I. Generally, Class II changes are those required to amend, update, or add clarification to documents and drawings. All Class II

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changes are to be submitted individually on a standardized ECP and/or other accepted change control processes of the Authority form for the description of the proposed change.

#### Other Types of Change:

Deviations are formal requests, made prior to the manufacture of an item, to depart from a particular design configuration for a specified number of units or for a specified period of time. A deviation differs from an ECP in that an approved ECP requires a corresponding revision of the documentation defining the asset, whereas a deviation does not.

A waiver is a formal request, made during manufacture or installation, to accept an item found to depart from the approved configuration, but which exhibits acceptable form, fit, and function characteristics, as required by approved configuration.

All approved modifications; deviations, waivers, and ECPs must be recorded and used as the basis for documenting changes to a system or facilities. Configuration status reporting shall be a continuous activity. In accordance with the provisions of this document, each ECP or other accepted change control processes shall be submitted by the originating department, then reviewed and approved by the Director of Safety, Security and Training before going to the SCSC for final approval.

#### 17.2.2 Configuration Management of Non-Engineering Documents

Each department is responsible for originating and revising its internal procedures including, but not limited to, Standard Operating Procedures and General Orders. The authority to make changes to these procedures resides within each department, provided they are carried out in accordance with the processes described in the documents listed below. The Director of the department in question is responsible for notifying all relevant personnel of changes to SOPs, General Orders and other internal guidelines, especially those that have safety or security implications. All document approvals must have the concurrence of the Director of Streetcar Services and Director of Safety, Security and Training prior to review and final approval by the SCSC.

### 17.3 Authority for Change

The Director of Streetcar Services and the Manager of Streetcar are responsible for the Configuration Management control process with authority to approve configuration changes through established processes and procedures. The SCSC has review and approval authority.

The baseline for all infrastructure changes, and particularly for the items listed below, will be the as-built and approved contractor/vendor conformed drawings, specifications, latest revision of drawings for existing infrastructure, and Operations and Maintenance manuals.

- System modifications
- Rehabilitation projects (State of Good Repair)

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- Stations
- Facilities
- Infrastructure
- Systems Upgrades

### 17.3.2 Current Roles and Responsibilities

The following lists the current roles and responsibilities of other departments performed in relation to Configuration Management activities:

The Manager of Streetcar Services will work with the REC in the configuration management process. The Manager of Streetcar Services will have the responsibility to manage controlled storage of records, change control and document control and distribution of the configuration management process. This includes as-builts, specifications, plans, manuals, and procedures. The SCSC will provide final review of all such activities to confirm that the Atlanta Streetcar remains in compliance with its Configuration Management SOP as well as the provisions of this section of the SSPP.

The Director of Streetcar Services will create a database for the configuration management process that will be managed by the Manager of Streetcar Services and the Director of Safety, Security and Training. In conjunction with the REC, the Manager will also assist in the design, installation and testing of or review any recommended changes in the Streetcar System.

The Director of Streetcar Services will be responsible for disseminating approved changes to affected departments and confirming their receipt. Depending on the level of the change, this may also include auditing implementation if so requested by the SCSC.

## **18 Compliance with Local, State and Federal Requirements**

This section describes the programs employed by the Atlanta Streetcar to meet local, state, and federal safety compliance requirements.

The objective of the ASC Construction Safety Program is to:

- Eliminate potential hazards by providing appropriate safeguards, personal protective equipment and safe work tasks.
- Provide necessary personal protective equipment and enforce its use and care.
- Provide effective training, which is required by the "standards," as a minimum for the employees.
- Comply with applicable OSHA standards (29 CFR 1910, General Industry, and 1926, Construction) and make copies of medical records as well as all safety and health programs.
- Review, approve, and execute appropriate action on safety policies developed by safety

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committees or safety director.

- Conduct safety performance compliance and hold project management staff accountable. Assign a competent person the authority for the implementation of the safety program at each worksite.

## **18.1 Safety Committees**

The Streetcar’s Safety Certification and Security Committee is a key component of its overall Employee Safety Program and has final responsibility for development and implementation of the program. The Committee’s membership is identified in Section 3.9 of this SSPP.

## **18.2 Working On or Near Transit-Controlled Property**

Safety requirements that employees and contractors must follow when working on, or in close proximity to, the Atlanta Streetcar right-of-way are described in Atlanta Streetcar Right-of-Way Safety Training Manual. All employees and contractors that work on the Streetcar right-of-way are required to have initial wayside access training and annual recertification.

## **18.3 Compliance with Required Safety Programs**

All contractor work on the Streetcar system will be performed in compliance with the following federal and state laws:

- Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-506)
- Occupational Safety and Health Regulations (OSHA) 29 CFR 1910 and 29 CFR 1926
- American National Standards Institute (ANSI) Z117.1-2003, Safety Requirements for Confined Spaces, Z89.1-2003 Industrial Head Protection, Z87.1-1968, Practice for Occupational and Educational Eye and Face Protection
- Official Code of Georgia Annotated (OCGA)
- Federal Transit Administration (FTA) 49 CFR 655, Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations
- Manual of Uniform Traffic Control Devices (MUTCD)
- ANSI/ISEA 107-2004 High Visibility Safety Apparel

### **18.3.1 Construction Site Inspections and Reporting**

ASC will require contractors to provide an occupational safety and health program compliant with all regulatory requirements, containing a prevention plan to nullify work related injuries and occupational illnesses, assurance that employees are properly trained and understand all known hazards presented in their work environment and appropriate response to unplanned hazards.

The Director of Safety, Security and Training will ensure regular audits/inspections of all contract construction sites, and documentation of all violations of applicable local, state, and federal regulations and, if applicable, the requirements listed in the Project Safety Specifications.

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Any findings are communicated to the Director of Safety, Security and Training, who will notify both the contractor and the Contract Administrator and oversee the Contractor’s immediate rectification of violations. Contractor non-compliance shall result in an immediate corrective action plan, including possible suspension of work and/or replacement of the safety supervisor/manager by the Director of Safety, Security and Training based upon the severity of the issue(s).

## **19 Hazardous Materials**

### **19.1 Hazardous Materials Program**

Under the direction of the Executive Director, and with the guidance of the SCSC, the Director of Safety, Security and Training is responsible for ensuring that programs which effectively manage hazardous materials are in place to provide for employee and patron safety, and to protect the environment.

Procedures and policies are in place to protect employees, the general public and Streetcar infrastructure and vehicles. All Streetcar Managers and Superintendents must ensure that the facility and/or equipment under their direction comply with applicable environmental regulations.

#### **19.1.1 Inspection Programs**

Management of hazardous and special wastes occurs through standardized programs and inspections. Generated wastes are evaluated to identify those subject to environmental regulatory requirements. At a minimum, facility assessments occur annually to monitor compliance with all applicable industrial wastewater, storm water, and/or air pollution regulations.

The Director of Safety, Security and Training will ensure the performance of these hazardous material and special waste inspections to confirm compliance.

#### **19.1.2 Off-Site Waste Management**

All potential reclamation/disposal facilities that manage Atlanta Streetcar generated wastes are evaluated to verify substantive compliance with federal, state, and local environmental requirements. To minimize the liability associated with materials generated and managed at landfills or recycling facilities, potential reclamation/disposal facilities are required to complete a technical questionnaire that is reviewed to verify substantive compliance with applicable federal, state, and local environmental laws and regulations.

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## **19.2 Documentation**

The Director of Safety, Security and Training is responsible to ensure environmental compliance, and will monitor and enforce Streetcar written plans, procedures and policies for facilities subject to specific environmental regulations. Examples of environmental compliance plans include:

- Environmental Compliance documentation
- Hazardous Waste Management Plan

## **19.3 Responsibility**

The Director of Safety, Security and Training ensures the Atlanta Streetcar meets all requirements for Environmental Safety for employee safety and regulatory compliance. The Director will also ensure all appropriate Streetcar employees and contractors receive training regarding specific occupational safety concerning hazardous materials and environmental regulatory compliance.

# **20 Drug and Alcohol Abuse**

This section outlines the Atlanta Streetcar’s Drug and Alcohol Abuse Program. The Streetcar is a certified drug free workplace and complies with all provisions of 49 CFR Part 655, which mandates urine drug testing and breath alcohol testing for individuals (both employees and contractors) in safety-sensitive positions and prohibits performance of safety-sensitive functions when there is a positive test result.

## **20.1 Responsibility**

The City of Atlanta, Office of Human Resources, will oversee the administrative portion of the Atlanta Streetcar Drug and Alcohol Program and Procedure approved by the SCSC. The Streetcar organization will manage implementation of the program, a copy of which will be provided to the GDOT point-of-contact.

## **20.2 Program Requirements and Testing**

The Streetcar requires a drug and alcohol-free workplace, and assists employees with personal or related problems that could affect job performance through the Employee Assistance Program.

Drug and alcohol testing for employees and contractors is required under the following circumstances:

- Pre-Employment, or placement of an existing employee in a safety sensitive position;
- A reasonable suspicion on the part of supervisory staff that an employee is using or has recently used a prohibited drug or misused alcohol;

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- Following certain types of accidents;
- When an employee is selected for random testing;
- When an employee returns to duty following an absence of ninety (90) days or more.

### **20.3 Policy Requirements**

Under FTA rules, laboratory tests on urine specimens will be conducted for the following drugs or their metabolites, per 49 CFR 655 Part 40, as amended. These drugs include:

- Marijuana
- Cocaine
- Opiates (e.g., heroin, morphine, codeine)
- Phencyclidine (PCP)
- Amphetamines (e.g., racemic amphetamine, dextroamphetamine, and methamphetamine); and methylenedioxymethamphetamine (MDMA)

### **20.4 Testing Violations**

The penalty for a verified positive test – or refusal to submit to a test – is job termination or, in the case of a contractor, grounds for termination of the contract. This policy applies to all employees and contractors on Streetcar property, or when performing any transit-related business. This policy applies to off-site lunch periods or breaks when an employee is scheduled to return to work. Visitors, vendors, and contract employees are governed by this policy while on Streetcar premises and will not be permitted to conduct related business if found in violation.

### **20.5 Training**

All employees and contract employees are required to attend statutory training sessions on the Atlanta Streetcar Drug and Alcohol Policy and testing requirements.

## **21 Procurement**

This section describes the measures, controls, and assurances put in place to verify that safety principles, requirements, and input are included in the Streetcar’s procurement process.

### **21.1 Roles and Responsibilities**

As facilitated by the Manager of Streetcar Services, a City of Atlanta Procurement Officer works closely with the Director of Streetcar Services under the guidance of the SCSC to act as the Atlanta Streetcar’s central procurement arm. The functions carried out by these positions include responsibility for contract development, contract administration, procurement, and related administrative functions, all in accordance with applicable federal and state requirements.

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## **21.2 Acquisition and Disposition of Goods and Services for the Streetcar**

Primary departmental roles and responsibilities in the procurement process are as follows:

The Director of Streetcar Services will:

- Ensure the participation of ASC Executive Director, Chief Operating Officer, Manager of Streetcar Services and the Director of Safety, Security and Training participate in the contract development, bid, and review process for bus, rail and infrastructure projects;
- Ensure the participation of the City of Atlanta Police Department and The Director of Safety, Security and Training in pre-planning meetings, so they can determine if the procurement documents are security-clear;
- Ensure that Asset Engineers (currently the City of Atlanta and MARTA) are included in technical specifications, design criteria, and guide specifications and design reviews; and
- Develop and maintain procurement practices to verify compatibility with safety features and standards, designs, and procedures of existing Streetcar Operations and Maintenance procedures.
- Verify that assemblies, structures, systems of vehicles, equipment and facilities are manufactured, installed, and tested in accordance with specified contractual requirements;
- Perform receiving inspections; and
- Reduce the occurrence of non-conformances in materials receiving.

## **21.3 Procurement Data Provision**

In consultation with the REC, the Manager of Streetcar Services provides safety data related to the contract development, bid, and review process for vehicle and infrastructure projects to the Safety Certification and Security Committee on an as-needed or requested basis.

# **22 Transit Asset Management**

In accordance with the requirements of the Moving Ahead for Progress in the 21<sup>st</sup> Century Act (MAP-21), the Atlanta Streetcar is developing a Transit Asset Management Plan (TAMP) that will be compliant with all related final FTA regulations and guidelines. The TAMP will address the Atlanta Streetcar’s capital asset inventory, asset condition assessment, decision support tools, and investment prioritization. It will also outline the internal processes and procedures which ensure asset sustainability and replacement planning, and is intended to be an evolving, dynamic and flexible strategy over time. Finally, the TAMP will provide for reporting mechanisms designed to provide regular updates on the condition of the Atlanta Streetcar system, including explicit references to changes that have occurred since the last report.

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Pending further instruction from FTA, the Atlanta Streetcar currently defines State of Good Repair (SGR) as:

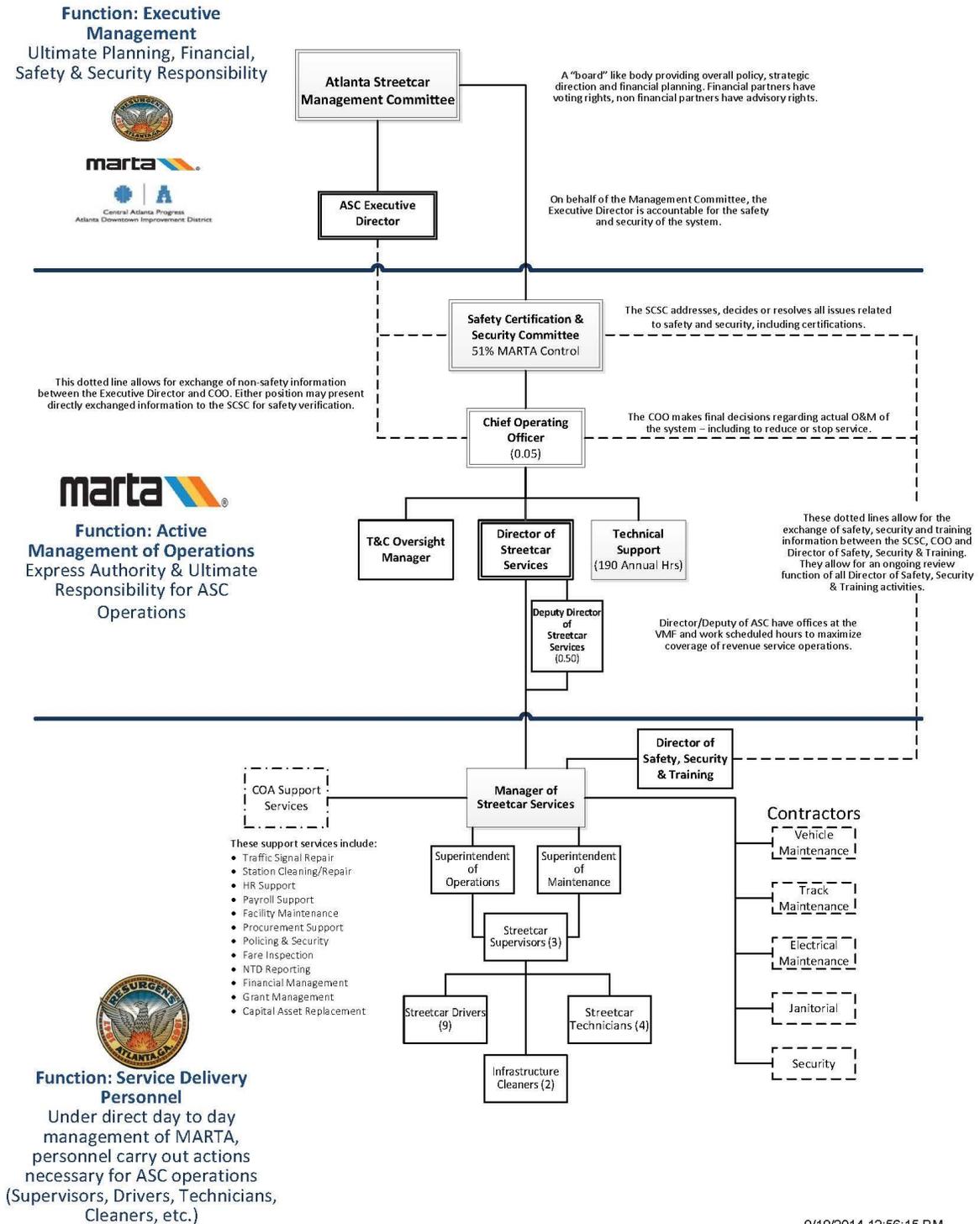
“The condition of an asset where the asset, at a minimum, is capable of delivering the required performance safely and reliably for a predetermined period of time.”

SGR may include short or long-term replacement/rehabilitation depending on the needs of the Atlanta Streetcar. It does not necessarily constitute complete replacement/rehabilitation of an asset.

In conjunction with the technical expertise of the project partners, procurement and implementation processes for a decision support tool in support of these objectives are currently underway.

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## APPENDIX A



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## APPENDIX B

### Atlanta Streetcar Task Responsibilities Oversight Matrix

SAFETY TASKS	SCSC	Director of Streetcar Services	Manager of Streetcar Services	Operations Superintendent	Maintenance Superintendent	Executive Director	Management Committee	MARTA COO	MARTA Technical Support	Operators	Supervisors	City of Atlanta Support Services
Internal Safety Audit Process	RA	S	S	S	S	P	S	S	S	S	S	S
Accident/Incident Investigation	RA	S	S	S	S	P	S	S	S	S	S	S
Hazard Management	RA	A	A	S	S	P	S	S	S	S	S	S
Facility Inspections	RA	S	A	A	A	P	S	S	S	S	S	S
Maintenance Program Audits/ Inspections	RA	A	A	S	P	S	S	S	S	S	S	S
Rules/Procedures Review Process	RA	P	S	S	S	P	S	S	S	S	S	S
Training and Certification	RA	RA	S	S	S	P	S	S	S	S	S	S
Configuration Management	RA	P	S	S	S	S	S	S	S	S	S	S
Employee Safety Program	RA	S	S	S	S	P	S	S	S	S	S	S
Safety Data Acquisition and Analysis	RA	S	S	S	S	P	S	S	S	S	S	S
Hazardous Materials Programs	RA	S	S	S	S	P	S	S	S	S	S	S
Contractor Safety Coordination	RA	S	S	S	S	P	S	S	S	S	S	S
Procurement	RA	S	S	S	S	P	S	S	S	S	S	S
Drug and Alcohol Program	RA	S	P	S	S	A	S	S	S	S	S	S
SSPP Update & Review Process	RA	S	S	S	S	P	S	S	S	S	S	S
Emergency Response	RA	S	S	S	S	P	S	S	S		S	S
System Modification	RA	P	S	S	S	S	S	S	S	S	S	S
Policy							P	S				S
General Engineering							S	S	S			S

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**Key:** **P** = Primary Responsibility, **S** = Secondary or Support Responsibility  
**RA** = Review/Approval, **A** = Audit Responsibility

**APPENDIX C4**  
**ATLANTA STREETCAR ADVERTISEMENT POLICY AND REGULATIONS**

**Note: City of Atlanta reserves, at its sole discretion, to amend the afore-mentioned Atlanta Streetcar Advertisement Policy and Regulations, at any time throughout the duration of this Contract.**

**APPENDIX C4**  
**THE ATLANTA STREETCAR**  
**ADVERTISING POLICY AND REGULATIONS**



The City of Atlanta (“**City**”), by and through the Atlanta Streetcar (“**Atlanta Streetcar**”) and/or its agent, may sell advertising opportunities in and upon the real and personal property of the Atlanta Streetcar, including without limitation its streetcars, stops, support vehicles, structures and facilities (collectively, “**Streetcar Property**”). This “Advertising Policy and Regulations” (“**Policy**”) shall apply to all forms of advertising in and upon Streetcar Property (“**Advertising**”), and may include, but is not limited to, print advertising, banners and electronic displays. For purposes of this Policy, “Streetcar Property” shall not include the exterior of a streetcar. This Policy does not authorize advertising on a streetcar’s exterior; any such advertising will be authorized and regulated by a separate set of rules.

The City may reserve certain potential Advertising locations in and upon Streetcar Property for City use, and said use shall not be deemed “Advertising” as defined in this Policy. The City may utilize these locations to communicate its own messages which shall constitute government speech.

The sole purpose of the Atlanta Streetcar's Advertising program (“**Program**”) is to raise revenues for Atlanta Streetcar's operations, supplementary to revenue from fares, tax proceeds and other sources. The Program, including the display of Advertising, is not intended to and does not create a public forum for purposes of speech and expression. The City, including the Atlanta Streetcar, does not endorse, imply endorsement, express an opinion or make representations about the products, services, entertainment or any other content contained in the Advertising.

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The Program is being implemented by the City in its proprietary capacity. In order to realize the maximum benefit from the Program, the Program must be managed in a manner that will procure as much revenue as practicable, while ensuring that the Advertising:

- a) Is suitable for riders of all ages;
- b) Does not discourage the use of the Atlanta Streetcar;
- c) Does not diminish the Atlanta Streetcar's reputation in the community it serves or the good will of its patrons;
- d) Does not deceive or mislead riders or other consumers;
- e) Is consistent with the non-discrimination provision of the City's Bill of Rights set forth in the City Charter; and
- f) Is consistent with the Atlanta Streetcar's primary purpose of providing safe and efficient public transportation.

To attain these objectives, the City has established the following policies regulating Advertising:

1. All Advertising shall be commercial ("**Commercial**"). For purposes of this Policy, an Advertisement is Commercial when its sole purpose is to propose or promote an actual or potential consumer transaction, including but not limited to, the sale, purchase, lease or rental of goods, products, services, property whether real or personal, dining and entertainment.
2. The following kinds of Advertising shall not be displayed in or upon Streetcar Property:
  - a. Advertising for products, services or entertainment related to human reproduction and/or "sexual conduct" as defined by O.C.G.A. § 36-6-52(a)(3);
  - b. Advertising for products, services or entertainment concerning and/or referring to "adult businesses" as defined by City Code of Ordinances § 16-29.001(3);
  - c. Advertising that contains language, photographs or other graphic representations that are "obscene" as defined by O.C.G.A. § 16-12-80;
  - d. Advertising that includes "nudity" as defined by O.C.G.A. § 32-6-52(a)(1);
  - e. Advertising of alcoholic beverages; provided, however, that alcohol Advertising may be located at stationary outdoor locations and Streetcar stops (even if not entirely outdoors) if it complies with applicable local, state and federal laws and regulations; and
  - f. Advertising of tobacco products, non-tobacco smoking products and electronic smoking products.

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3. Advertising shall not express an opinion about the City of Atlanta government, including without limitation its operations, its operational departments, the Atlanta Streetcar, the Atlanta City Council, and individual elected officials and employees in their official capacities.
4. Advertising shall not contain the City of Atlanta and/or Atlanta Streetcar name, logo, slogans, or other intellectual property owned by the City of Atlanta, without advance written approval by the Mayor or his/her designee.
5. Advertising shall not be fraudulent, false, deceptive or inherently likely to deceive.
6. Consistent with the City of Atlanta Bill of Rights, Advertising shall not include language, photographs or other graphic representations expressing an opinion about the topic of, or any individual and/or group because of their: race; color; creed; religion; sex; gender identity; age; disability status; domestic relationship status; parental status; familial status; sexual orientation; national origin; or political affiliation.
7. Advertising shall not include language, photographs or other graphic representations of any individual without the individual's advance written approval.
8. Advertising shall not include any product, service or conduct that is prohibited by applicable local, state and/or federal law or regulation.
9. Advertising shall not contain political content ("**Political Content**"). For purposes of this Policy, Political Content is defined as one or more of the following:
  - a. Content regarding the election of a candidate or group of candidates to any federal, state or local government office or other elected position;
  - b. Content regarding any current federal, state or local law or regulation; and
  - c. Content regarding any pending or proposed federal, state or local law or regulation.
10. Any purchaser of Advertising must sign an indemnification agreement that indemnifies the City of Atlanta, including Atlanta Streetcar, against any action or damages arising from the Advertising, including without limitation actions and damages pertaining to intellectual property violations.
11. All Advertising opportunities shall be sold pursuant to a fee structure that is available to the public upon request and applied uniformly by Atlanta Streetcar or its agent.

**APPENDIX C4**  
**THE ATLANTA STREETCAR**  
**ADVERTISING POLICY AND REGULATIONS**

**Approval and Review Process**

Atlanta Streetcar, and/or its agent (“**Agent**”), may sell Advertising opportunities on Streetcar Property consistent with the foregoing Policy. All Advertising must comply with the Policy. The City reserves the right to remove any Advertising from Streetcar Property upon determining that the Advertising does not comply with the Policy.

If Atlanta Streetcar or its Agent rejects the proposed Advertising for failure to comply with the Policy, then the prospective advertiser (“**Prospective**”) may appeal such decision to the Mayor’s Chief of Staff (“**Chief of Staff**”). The request for such appeal must be made in writing and delivered by registered or certified U.S. Mail or personal delivery to:

City of Atlanta  
Attn: Mayor’s Chief of Staff  
55 Trinity Avenue, S.W.  
2<sup>nd</sup> Floor Executive Offices  
Atlanta, Georgia 30303

The appeal request must be mailed or hand-delivered within five (5) business days after the Prospective’s receipt of the decision rejecting the Advertising. The Chief of Staff shall provide a written appeal decision to the Prospective within thirty (30) days after the appeal is received. The written decision of the Chief of Staff shall be the final decision of the City.

**APPENDIX C5**  
**POTENTIAL ADVERTISING ELEMENTS**

# Atlanta Streetcar Potential Advertising Elements

Mayor's Office of Marketing & Partnerships

# Stations

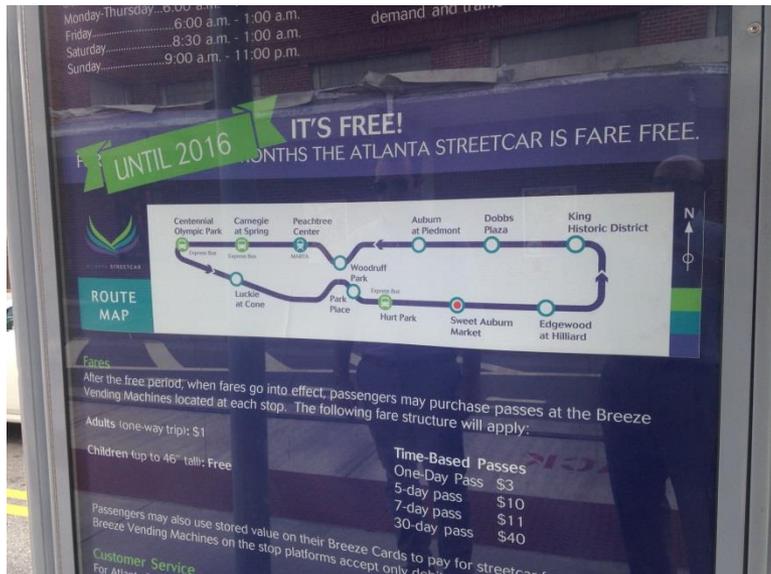


“Watch Your Step”-  
sponsored by \_\_\_\_



Banners on railings- BIGBELLY to  
replace standard trash receptacles

# Stations



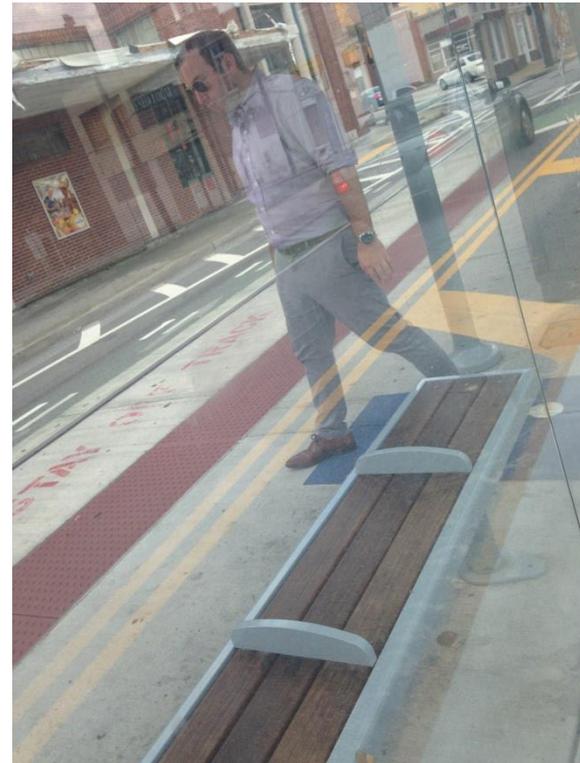
“Y” flags on poles, Repeating ID on facing of curb

Banner ad above or below or on the sides of the information

# Stations



Large take-overs on back glass or 2-3 large posters



Seat Sponsors

# Stations



Large take-overs on inside back glass or large posters and posters on inside and outside of the end glass (R on this photo). Repeating advertising on curb facing.  
Station “title/naming”.



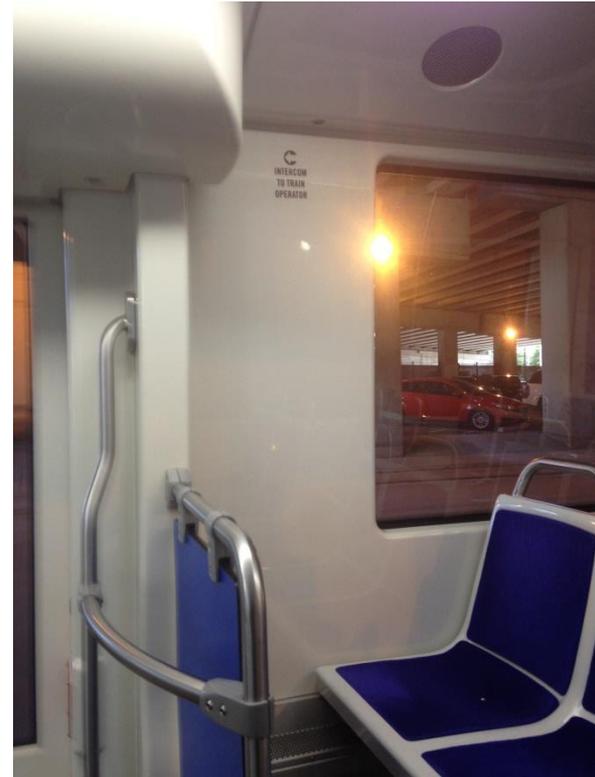
Sides of Ticket Dispensers



# Streetcar Interiors



Digital Display/No Sound/  
Advertising & Information



Flat side near window/static

# Streetcar Interiors



Rectangle area above window/static



Sponsor of handicap/senior seating

# Streetcar Interiors

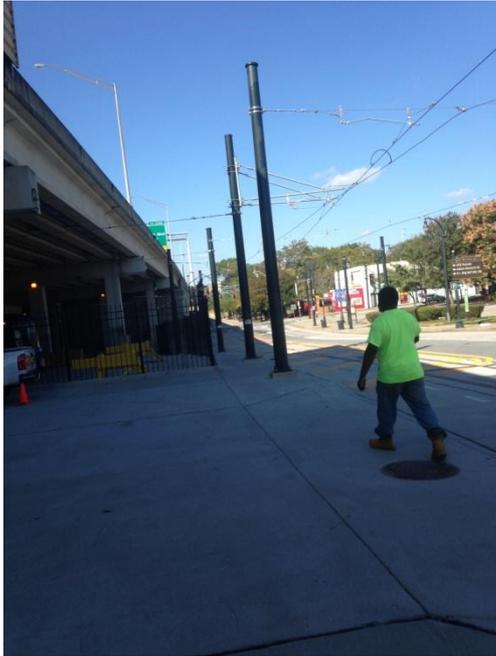


Vertical Spaces



Ceiling

# Streetcar HQ Building Exterior



Banners on Poles



Permanent Sign with Sponsor Logos

# Streetcar HQ Building Exterior

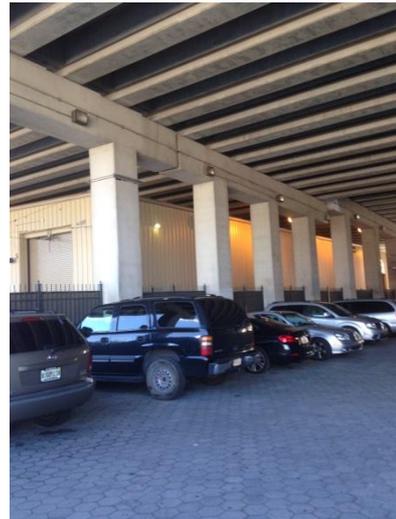
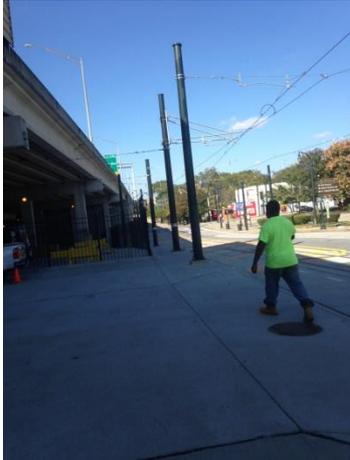


Vertical Banners on Poles



Large Logos on Doors

# Streetcar Exteriors



Vertical Spaces