

REQUEST FOR PROPOSALS

FOR

**FC-8766, ANNUAL CONTRACT FOR DEWATERING
HAULING AND DISPOSAL SERVICES**



ATLANTA, GEORGIA

**JoAnn Macrina, PE
Commissioner
Department of Watershed Management**

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



CITY OF ATLANTA

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March 18, 2016

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the “City”), Department of Procurement (“DOP”), a proposal for **FC-8766 Annual Contract for Dewatering, Hauling and Disposal Services**. The City’s DOP, on behalf of the Department of Watershed Management (“DWM”), is seeking proposals from qualified firms to perform work involving pumping, dewatering, hauling and disposal of treatment waste solids by the City’s Water Treatment Plants and Water Reclamation Centers, to a landfill.

A **Pre-Proposal Conference** will be held on **Wednesday, March 30, 2016, at 10:00 a.m. EDT**, at the DOP’s Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the DWM, the Ethics Office, the Office of Contract Compliance and Risk Management available at the conference to discuss this project and to answer any questions. A site tour is scheduled immediately following the Pre-Proposal Conference on Wednesday, March 30, 2016, that will include a visit to three (3) of the facilities, and on Thursday March 31, 2016 starting at 10:00 a.m to include a visit to the remaining three (3) facilities. Proponents attending the tour will be required to sign a release form for the Site Visit (See Part 4 of the Request for Proposals). Further details regarding the Site Visit will be provided at the Pre-Proposal Conference. Attendance at the Pre-Proposal Conference and site visits is **strongly** encouraged for each Proponent desiring to submit a proposal.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre-Proposal Conference on March 30, 2016, are **not** authoritative. The last date to submit questions in writing is Monday, **April 4, 2016 by noon, EDT**. Questions may be sent via email to jnwebb@atlantaga.gov, or facsimile at 404-494-6893.

Your response to this Request For Proposal will be received by designated staff of the Department of Procurement at City Hall South, 55 Trinity Avenue, S.W., Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 p.m., EDT, Tuesday, April 19, 2016.**

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



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Proposals will be publicly opened and read at 2:01 p.m., EDT on the respective due date in the Department of Procurement, City Hall South, 55 Trinity Avenue, S.W., Suite 1900, 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 Proposal. In the event of conflict between a version of the Proposal in the Proponent's possession and the version maintained by DOP, the version maintained by the DOP shall govern.

The Proposal document may also be obtained from the Department of Procurement's Plan Room, City Hall South, 55 Trinity Avenue, S.W., Suite 1900, Atlanta, Georgia 30303, at a cost of **\$75.00** per package, beginning on March 18, 2016.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number and the project number to the DOP's Plan Room at dop@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the Plan Holder's list should be directed to the Plan Room at (404) 330-6204.

All questions and inquiries concerning this project should be directed in writing to Joyce Webb, Contracting Officer, Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303 or questions may be e-mailed to jnwebb@atlantaga.gov.

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 its best interest.

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

Sincerely,



Adam L. Smith

ALS/jnw



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PART 1

INFORMATION AND INSTRUCTIONS TO PROPOSERS

Part 1; Information and Instructions to Proponents

- 1. Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (the “City”), on behalf of its Department of Watershed Management (“DWM”), seeks to procure the following services (“Services”) for the following project: **Contract No. FC-8766; Annual Contract for Dewatering, Hauling and Disposal Services.**
- 2. Scope of Services:** The Project involves performing services involving pumping, dewatering, hauling and disposal of treatment waste solids by the Water Treatment Plants and Water Reclamation Centers, to a landfill. A more detailed Scope of Services (“SOS”) sought in this procurement is set forth in Exhibit A–Services attached to the Services Agreement (“Services Agreement”) included herein.
- 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 completed a minimum of three (3) projects of similar size and scope of this project.
 - 4.3.** Proponent shall not have been terminated for cause from any City contract in the preceding ten (10) years nor shall Proponent have any active litigation or claims pending against the City of Atlanta, Georgia.
- 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., EDT** (as verified by the Bureau of National Standards) on **Tuesday, April 19, 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, March 30, 2016 at 10:00 A.M.**, in the Department of Procurement's Bid Room, Suite 1900. The site tour will include six (6) sites, with three (3) Site Visits being held immediately following the conference at **11:30 A.M.** and the remaining three (3) Site Visits will be held on **Thursday March 31, 2016 starting at 10:00 A.M.** For a list and order of Site Visits, please see Part 4, "Site Visit Release Form" of this RFP. 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.

8. **Proposal Guarantee:**

8.1 Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the Lump Sum Amount. At the option of the Proponent, the Proposal Guarantee may also be cash, a certified check payable to the order of City or a Proposal Bond as provided on Form 8 included in Part 4 herein. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Agreement included in this RFP.

8.2 No Proposal shall be considered unless it is accompanied by the required guarantee. The Proposal Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Proponent as required by the Agreement Documents.

8.3 Each Proponent agrees that, if it is awarded the Agreement and fails to execute provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

8.4 Attorneys-in-fact who sign Proposal Bonds must file with the bond a certified and effectively dated copy of their power of attorney.

9. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Joyce Webb, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303, by fax (404) 979 - 7459 or e-mail jnwebb@atlantaga.gov **on or before Monday, April 4, 2016 at 12:00 P.M. EDT.** Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at <http://www.atlantaga.gov/procurement> and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having

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

- 10. 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.
- 11. Georgia Utility Contractor's License:** The proponent shall provide its Georgia Utility Contractor's License Number and a copy of the license with the documentation submitted in Part 4 of this RFP. A utility Contractor's license number held by a Subcontractor or issued by another state does **NOT** fulfill this requirement in lieu of the Proponent's Georgia Utility Contractor's License.
- 12. 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.]"
- 13. How to Submit Proposals:** The 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-8766; Annual Contract for Dewatering, Hauling and Disposal Services and, the name and address of the Proponent. All proposals must be submitted to:

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

- 13.1** A Proponent is required to submit one (1) original and six (6) 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.
- 13.2** 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 your hard copy Proposal. Please

refer to the Georgia Open Records Acts (O.C.G.A. Section 50-18-72) for those items of documents that can be redacted.

13.3 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.

13.4 A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) original, marked "Original" and six (6) copies of its Cost Proposal with its Informational Proposal.

14. Execution of Proposal Documents: Proponents shall submit their Proposals, together with the Proposal Guarantee and all forms which the Proponent is required to sign, executed in the appropriate manner as set forth below:

14.1 If the Proponent is a corporation, all documents requiring execution by the Proponent shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.

14.2 If the Proponent is an individual, he or she shall sign the documents and his or her signature shall be notarized by a notary public.

14.3 If the Proponent is an individual doing business under a trade name, all documents shall be signed by the Proponent whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Proponent's business, and notarized by a notary public.

14.4 If the Proponent is a partnership, all forms shall be executed by placing the name of the partnership followed by "By: (the signature of the partner executing)" followed by the word "Partner," and notarized by a notary public.

14.5 If the Proponent is a joint venture, each party to the joint venture shall execute the Proposal Documents in the manner set forth in this article as appropriate for this type of organization.

15. 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.

16. 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.

17. 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**. A Proponent may include with that form and **Form 4.1; Certification of Insurance Ability**, (a) notarized letter(s) from its proposed insurer(s) and surety(ies) 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.

18. 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.

19. Examination of Proposal Documents:

19.1. 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.

19.2. 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.

19.3. 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.

19.4. 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.

20. 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.

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

22. 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.

23. Surety Bonds: Regarding submission of surety bonds prior to or subsequent to the Proposal submission, the following requirements pertain:

23.1 Any surety bond submitted in accordance with the Proposal or Agreement requirements must be issued by a corporate surety company satisfactory to the City and authorized to act as such in the State of Georgia;

23.2 Such bonds shall conform to the forms provided with the RFP and be completed in accordance with the instructions thereon; and

23.3 In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Proponent, each in an amount not less than the total amount payable under the Agreement.

23.3.1 The performance bond shall remain in effect for two (2) years after final acceptance of the Work or the guaranty period under the Agreement, whichever is the longer.

23.3.2 The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

24. 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.

25. 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.

26. Joint Ventures: Proponents will be required to form a Joint Venture (“JV”). Each party to the JV will be required to fully complete and submit the required submittal forms in accordance with the instructions on the forms in Part 4.

PART 2

CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. Informational Proposal; and
 - 1.2. Cost Proposal (Form provided by City at Part V; Services Agreement; Exhibit A.1 - Cost Proposal).
2. **Informational Proposal:** An Informational Proposal is comprised of 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 Outline below.

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;
 - 3.1.1.5. Management Plan; and
 - 3.1.1.6. Quality Assurance
 - 3.1.2. Information Provided by a Proponent on Forms Provided by the City (“Required Submittals”): This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1. Form 1; Georgia Illegal Immigration Reform and Enforcement Act (IIREA);
 - 3.1.2.2. Form 2; Contractor Disclosure Affidavit and Questionnaire;
 - 3.1.2.3. Form 3; Proponent Financial Disclosure;
 - 3.1.2.4. Form 4.1; Certificate of Insurance Ability;
 - 3.1.2.5. Form 4.2; Certification of Bonding Ability;

- 3.1.2.6. Form 5; Acknowledgment of Addenda;
- 3.1.2.7. Form 6; Proponent Contact Directory;
- 3.1.2.8. Form 7; Reference List;
- 3.1.2.9. Form 8; Proposal Bond;
- 3.1.2.10. Form 9; Required Submittal Checklist;
- 3.1.2.11 Statement of Qualifications;
- 3.1.2.12 Safety Record Form;
- 3.1.1.13. Authority to Transact Business in the State of Georgia;
- 3.1.1.14 Georgia Class 3 Water License;
- 3.1.1.15. Georgia Utility Contractor's License;
- 3.1.1.16 Joint Venture Agreement; and
- 3.1.1.17. Appendix A; City's OCC Programs; Office of Contract Compliance Requirement forms and submittals, including Joint Venture agreement, if applicable.

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.

3.2. 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/ sub consultants 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/sub consultant 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 The Executive Summary. The Executive Summary will be evaluated based on completeness of the information requested in a concise, easily understood form.

3.2.2. Organizational Structure (Tab in Volume I): The organization will be evaluated based on completeness of the information requested in a concise, easily understood form. The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent's team by:

- 3.2.2.1. Providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team;

- 3.2.2.2 Providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the Organizational structure; and
- 3.2.2.3. Providing the names of proposed candidates for each function on the chart;

3.2.3. Key Personnel/Resumes:

3.2.3.1. Identify and provide an organizational chart and resumes for the individuals that the Proponent will use as Key Personnel. The resumes should detail the minimum qualifications as listed with respect to the position identified. Key Personnel will include but is not limited to the following:

- 3.2.3.1.1. Project Manager - Minimum of five (5) years of experience
- 3.2.3.1.2. Project Superintendent(s) for Dewatering Operations - Minimum of five (5) years of experience
- 3.2.3.1.3. Project Superintendent(s) for Hauling Operations – minimum of five (5) years of experience;
- 3.2.3.1.4. Billing Specialist – minimum of three (3) years of experience

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 (4) Relevant projects, including:
 - Client name;
 - Project description;
 - Project value;
 - Role of the individual;
 - The original contract schedule to start and complete the project; and
 - 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 Previous 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; Scope of Work. Proponents should also include: Work product examples from similar projects.
- 3.2.4.2 A detailed history for Proponent's and subcontractor or sub consultant's work performing the services outlined in Exhibit A.
- 3.2.4.3. Four (4) letters of reference (on the reference's letterhead) where the Proponent implemented similar projects. Include a contact name, address, phone number, email address and project value.

3.2.5. Management Plan and Project Approach (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. Proponent's approach to team leadership;
- 3.2.5.2. How the Proponent will:
 - 3.2.5.2.1. Ensure proper communications among pertinent project team members;
 - 3.2.5.2.2. Assure the City that the Scope of Services will be kept within any established time and budget constraints;
 - 3.2.5.2.3. Establish and maintain the necessary cooperative relationships;
 - 3.2.5.2.4. Coordinate all necessary project activities within that team relationship;
 - 3.2.5.2.5. The tools that are intended to be used to manage these project elements; and
 - 3.2.5.2.6. Proponent's proposed method to:
 - A. Identify and resolve issues during the project duration;
 - B. Detail how emergencies will be handled; including response times for emergencies (include a map of Proponent's local office in relation to the City's center.);
 - C. Make critical decisions.
 - 3.2.5.2.7. Describe the management process the Proponent will implement to ensure all work and services performed are to the highest quality. The approach should include a description of the Proponent's process as it pertains to equipment, methods, techniques and procedures used to ensure accurate and comprehensive set of deliverable products. Describe the proponent corrective action plan. Describe how the Proponent's organization structure supports this plan and clearly identify responsible and accountable parties.
 - 3.2.5.2.8. Proponent must provide a description of the approach to the Scope of Work. All proposals must be comprehensive

and include a detailed pilot project timeline and complete project timeline to go along with their narrative.

3.2.6 **Quality Assurance (Tab in Volume I):** Proponent shall describe how they will establish good quality management system and the assessment of its adequacy specifically addressing:

- How they will ensure the analytical data and invoicing requirements of the contract are met.

4. **Cost Proposal.** Each Proponent must submit a Cost Proposal using the form provided by the City at Part 5; Services Agreement; Exhibit A.1- Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) original, marked "Original" and six (6) copies in a separate envelope.**

5. **Submission of Proposals:** See Part 1, Paragraph 13.0, "How to Submit Proposals" of this RFP.

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

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

6.1.1 A timely and effective delivery of all services, materials, documents, and/or other information;

6.1.2 The completeness of all material, documents, and/or information required by the City; and

6.1.3 The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

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

6.2.1 The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;

6.2.2 The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;

6.2.3 The character, integrity, reputation, judgment, experience and efficiency of the Proponent;

6.2.4 The quality of performance of previous contracts or work;

6.2.6 The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;

- 6.2.7 The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
- 6.2.8 The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
- 6.2.9 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.

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

PART 3

EVALUATION OF PROPOSALS

Part 3; Evaluation of Proposals

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

All Proposals will be evaluated using the following Evaluation Form:

RELATIVE WEIGHT	GRADED ITEM	SCORE
10	Executive Summary/ Organization, Key Personnel, Overall Experience	
40	Management Plan, Qualifications and Performance on Previous Similar Projects	
10	Financial Capability	
25	Cost Proposal	
15	OCC Programs	
100%	TOTAL SCORE	

PART 4

REQUIRED SUBMITAL FORMS

PART 4: REQUIRED SUBMITTAL

FORMS

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

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

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

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

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

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

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

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

Required Submittal (FORM 1)

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

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: _____

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 Affidavit (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

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

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

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

4. Name and title of Contact Person for the Individual/Entity:

5. Is the individual/Entity authorized to transact business in the state of Georgia?

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

No

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

C. Questionnaire

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

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.
[PLEASE COMPLETE]

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 N/A**

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

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

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

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

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

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

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

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City?

YES **NO**

(b) directly or indirectly, received revenues from the City?

YES **NO**

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?

YES **NO**

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?

YES **NO**

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

YES **NO**

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?

YES **NO**

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

YES **NO**

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

YES **NO**

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below [*Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided*]:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES **NO**

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official, or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

YES **NO**

D. REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20____

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

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

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

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

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

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

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

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

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires: _____

Sign here if you are an authorized representative of a responding

entity or partnership: **Printed Name of Entity or Partnership:** _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires:

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

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

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

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

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

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

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

Authorized Signatory

By: _____

Print Name: _____

Title: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

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

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

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

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

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

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

By: _____

Print Name: _____

Title: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 5)

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-____**;
_____:

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

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

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

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

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

Required Submittal (FORM 7)

Reference List

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

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

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

Proposal Bond (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____

hereinafter called the PRINCIPAL, and _____

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

WHEREAS the PRINCIPAL has submitted to the OBLIGEE, for **PROJECT NUMBER FC-___**; _____, a Proposal;

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

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

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

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

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

Proposal Bond (Page 2 of 2)

This Proposal Bond is for the Penal Sum of:

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

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

Corporate Proponent:
[Insert Corporate Name]

Signature: _____
Print Name: _____
Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

Signature: _____
Print Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

SURETY:

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

Required Submittal
(FORM 9)

Required Submittal
Checklist

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

Submit one (1) Original Proposal, signed and dated, and six (6) 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.

Item Number	Required Proposal Submittal Check Sheet	Check <input type="checkbox"/>
1	Volume I – Informational Proposal: <input type="checkbox"/> Executive Summary <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Resumes of Key Personnel <input type="checkbox"/> Overall Experience, Qualifications and Performance on Previous Similar Projects <input type="checkbox"/> Management Plan <input type="checkbox"/> Quality Assurance	
2	Volume II - Office of Contract Compliance (Appendix A Required Submittals Forms 1-5)	
3	Volume II – All Required Procurement Documents (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive). <u>Required Submittals include but are not limited to:</u> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability <input type="checkbox"/> Form 5; Acknowledgement of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Proposal Bond <input type="checkbox"/> Form 9; Required Submittal Checklist <input type="checkbox"/> Statement of Qualifications <input type="checkbox"/> Safety Record Form <input type="checkbox"/> Authority to Transact Business in the State of Georgia <input type="checkbox"/> Georgia Class 3 Water License <input type="checkbox"/> Georgia Utility Contractor’s License <input type="checkbox"/> Joint Venture Agreement <input type="checkbox"/> Site Visit Release Form	
3A	Separate Sealed Envelope <input type="checkbox"/> Cost Proposal	
4	Proponent’s Official Company Name: Company Physical Address:	
5	President/Vice President/Owner Name: Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	
6	Primary Point-of-Contact Concerning RFP: _____ Title: _____ Office Telephone Number: _____ Direct Cell Telephone Number: _____ Email Address: _____	

STATEMENT OF PROPONENT'S QUALIFICATIONS

This Statement is to accompany proposals submitted for the following project: **FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services. Proponents must meet the minimum qualification criteria set forth under items 5, 7, 8, 9 10, 11 and 12 of this section and must provide the organization chart as set forth under item 6 of this section to be deemed a "Responsible and Responsive Proponent".**

1. NAME OF PROPONENT: _____

2. BUSINESS ADDRESS: _____

3. TELEPHONE NUMBER: _____

4. OFFICIAL REPRESENTATIVE AND TITLE: _____

5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were completed or assigned to your firm or joint venture, including: Name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (If a joint venture, list separately for each joint venture partner.) Limit to 5.

a. Proponent shall have successfully completed dewatering and hauling of treatment waste solids services within the last five years, with at least three (3) projects or contracts of a similar nature.

6. Provide the following information for the organization proposed for this project:

a. Organizational chart.

b. Indicate the participation by the various members in the organization, as shown on the organizational chart; in the management; and in the division of work (If a joint venture, indicate percent of man hours and percent of project cost to be performed by each joint venture member).

7. Using the forms provided in this Section, provide information for key project personnel: Project Manager, Project Superintendent(s) for Dewatering Operations, Project Superintendent(s) for Hauling Operations and, Billing Specialist.
 - a. Project Manager must have a minimum of five (5) years' experience in dewatering and/or managing similar hauling operations. Preference will be given to proposed staff that have directly worked on projects used for project references in Part 4, Submittal Forms.
 - b. Project Superintendent(s) for Dewatering Operations must have a minimum of five (5) years' experience in dewatering and/or managing similar hauling operations. Preference will be given to proposed staff that have directly worked on projects used for project references in Part 4, Submittal Forms.
 - c. Project Superintendent(s) for Hauling Operations must have a minimum of five (5) years' experience in dewatering and/or managing similar hauling operations. Preference will be given to proposed staff that have directly worked on projects used for project references in Part 4, Submittal Forms.
 - d. Billing Specialist must have a minimum of three (3) years' experience in collecting, posting and managing account payments. Two (2) references from current similar project clients or projects completed within the last 2 years are to be provided. Preference will be given to proposed staff that have directly worked on projects used for project references in Part 4, Submittal Forms.
8. The Proponent must have an established Safety Program that as a minimum includes those items as listed on the attachment entitled "*SAFETY RECORD FORM*," Section IV Safety Program Information where applicable to this type of work.
9. The Proponent's Workman's Compensation Ratings (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years (provided for each team member).

Proponent's Workman's Compensation Ratings (EMR-Experience Modification Rate) _____

10. The Proponent's Team Members OSHA Incidence Rates must not exceed the most current Industry Standard published by the U.S. Department of Labor (2013) for the last three (3) years for heavy civil construction – water and sewer utilities, NAICS code 23711 (i.e. total recordable case rate must not exceed 3.6; Injuries and Illness with Lost Work Days must not exceed 1.3; and, Injuries and Illness with Job Transfer or Restricted Work Days must not exceed 0.9). The following will be provided by the Proponent for each member of the Team:
 - a. Total Recordable Case Rates,
 - b. Injuries and Illness with Lost Work Days,

c. Injuries and Illness with Job Transfer or Restricted Work Days.

11. "If there have been any fatalities during the last five (5) years on any projects performed by the Proponent or on any work performed under the direct supervision of a proposed Project Manager and the Proponent or proposed Project Manager was cited by OSHA for "Willful", in performing the work in which the fatality occurred, the Proponent will be disqualified based on the City's review. The Proponent may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan."

a. Fatalities during the last five (5) years where Proponent was cited by OSHA for "Willful" or "Serious" Violation _____

b. Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for "Willful" or "Serious" Violation. _____

12. If there have been any incidents during the last five (5) years on any wastewater or water treatment facility projects performed by the Proponent or on any work performed under the direct supervision of a proposed Project Manager that resulted the wastewater or water treatment facility failing to meet NPDES Discharge Permit requirements due to the actions of the Proponent or Project Manager or failure of the Proponent or Project Manager to perform work on schedule, the Proponent will be disqualified based on the City's review.

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

Date: _____

Proponent's Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me

This ____ day of _____, 2016

Notary Public

STATEMENT OF BIDDER'S QUALIFICATIONS

PROPONENT PROJECT EXPERIENCE FORM

NAME: _____

Project No. _____

Project Name	
Project Location	
Contractor	
Total Contract Amount	
Contractor's Project Manager	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Reason for Cost Increase, if any	
Project Duration	Date Started: Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components	

Attach supporting resumes in addition to completing all requirements in form.

STATEMENT OF BIDDER'S QUALIFICATIONS

KEY PERSONNEL EXPERIENCE

NAME: _____

TITLE: _____

Project No. _____

Project Name	
Project Location	
Contractor	
Total Contract Amount	
Contractor's Project Manager	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Reason for Cost Increase, if any	
Project Duration	Date Started: Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components	

SAFETY RECORD FORM

I. General Information

Name of Firm:	
Business Address:	
Telephone:	Fax:
Prepared by/Title:	Date prepared:

II. Experience Modification Rates

A. List your firm's Workers Compensation Experience Modification Rates (EMR) for the last three years.

Year	Experience Modification Rate (EMR)

III. OSHA Incidence Rates

A. List your firm's Occupational Safety Health Administration (OSHA) total recordable incidence rates for the last three years.

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*

* Use your OSHA Form No. 200 and the formula:

$$(\text{Total Incidents} \times 200,000 \text{ hours}) \div (\text{Number of hours worked}) = \text{Incidence Rate}$$

III. OSHA Incidence Rates (cont'd)

B. Provide your incidence rates over the last three years for the following categories:

Category	Incidence Rate by Year*		
	Year _____	Year _____	Year _____
Injuries and Illness with Lost Work Days			
Injuries and Illness with Job Transfer or Restricted Work Days			

* Use your OSHA Form No. 200 and the formula:

$$(\text{Total Incidents} \times 200,000 \text{ hours}) \div (\text{Number of hours worked}) = \text{Incidence Rate}$$

C. Provide your incidences of fatality over the last five years:

Category	Fatalities by Year				
	Year _____	Year _____	Year _____	Year _____	Year _____
Number of Fatalities					

D. Does your firm have any upheld OSHA citations in the past five years?

Yes No (If yes, attach explanation)

IV. Safety Program Information

A. Do you have a written safety program?

Yes No (If yes, attach outline)

B. Which of the following does your safety program contain:

1. Does your company require health and safety training of its subcontractors?

Yes No

2. Is documentation of health and safety training required?

Yes No

3. Do you have a Hazard Communication Program (29 CFR 1910.1200, CCR Title 8 Section 5194)?

Yes No

4. Do you have a Confined Space Entry and Rescue Program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)?

SAFETY RECORD FORM

Yes No (If yes, attach explanation)

5. Do you have a "Hot Work" permit program (29 CFR 1910.146, CCR Title 8 5156-5159)?

Yes No (If yes, attach explanation)

6. Do you have a "Lock-Out/Tag-Out" program (29 CFR 1910.417)?

Yes No (If yes, attach explanation)

C. Do you have an Equipment Maintenance Program for the following:

- | | | |
|--|------------------------------|-----------------------------|
| 1. Miscellaneous construction tools and equipment? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. Ladders? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. Scaffolds? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Heavy Equipment? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 5. Vehicles? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

D. Do you have a new employee safety orientation program?

Yes No

1. If yes, does it include instruction in the following:

- | | | |
|-----------------------------------|------------------------------|-----------------------------|
| (a) Company Safety Policy | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (b) Company Safety Rules | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (c) Safety Meeting Attendance | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (d) Company Safety Record | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (e) Hazard Recognition | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (f) Hazard Reporting | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (g) Injury Reporting | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (h) Non-Injury Accident Reporting | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (i) Personal Protective Equipment | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (j) Respiratory Protection | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (k) Fire Protection | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (l) Housekeeping | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (m) Toxic Substance | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (n) Electrical Safety | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (o) Fall Protection | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (p) First-Aid/CPR | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (q) Driving Safety | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (r) Hearing Conservation | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (s) Lock-Out/Tag-Out | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (t) Bloodborne Pathogens | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (u) Asbestos | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (v) Confined Spaces | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| (w) Hazard Communication | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

IV. Safety Program Information (cont'd)

E. Do you conduct safety meetings for your employees? Yes No

1. If yes, how often:

Daily Weekly Bi-weekly Monthly As Needed

F. Do you conduct health and safety audits of work in progress?

Yes No

1. If yes, who conducts the audits?

2. How often are the audits conducted?

G. Do you notify all employees of accidents and precautions related to accidents and near misses?

Yes No

1. If yes, how is this notification accomplished?

(a) Safety meetings	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(b) Post notification in office	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(c) Post notification at the site where the incident occurred	Yes <input type="checkbox"/>	No <input type="checkbox"/>
(d) Other _____		

H. Is safety a criteria in evaluating the performance of:

1. Employees	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. Supervisors	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Management	Yes <input type="checkbox"/>	No <input type="checkbox"/>

I. Does your firm hold "tailgate" safety meetings? Yes No

1. If yes, how often:

Daily Weekly Bi-weekly Monthly As Needed

J. Does your company have a drug and alcohol testing policy?

Yes No

K. Does your company require that subcontractors participate in a drug surveillance/testing program?

Yes No

L. Does your company have a method of disseminating safety information?

Yes No

Required Submittal

AUTHORITY TO TRANSACT BUSINESS IN GEORGIA

FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services

Copy of authorization must be included in Proposal

Required Submittal

GEORGIA CLASS 3 WATER LICENSE

FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services

Contractor's Name: _____

Class 3 Water License Number: _____

Expiration Date of License: _____

FC Number and Project Name: **FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services**

Copy of License must be included in Proposal

Required Submittal

**GEORGIA UTILITY CONTRACTOR'S
LICENSE CERTIFICATION**

FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services

Contractor's Name: _____

Utility Contractor's License Number: _____

Expiration Date of License: _____

FC Number and Project Name: **FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services**

Copy of License must be included in Proposal

Required Submittal

JOINT VENTURE AGREEMENT

FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services

Copy of Joint Venture Agreement must be included in Proposal

Site Tour Release Form
FC-8766, ANNUAL CONTRACT FOR
DEWATERING, HAULING AND DISPOSAL SERVICES (Solicitation)

Permission; Release: As part of the above referenced Solicitation, the City of Atlanta and its agents, employees and consultants (“City”) grants the undersigned, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below (collectively, “Bidder”) access to the **Utoy Creek WRC, RM Clayton WRC and Chattahoochee Water Plant** (name of water treatment facility) premises (“Facility”), for the purpose of assessing the work Site, as may be reasonably necessary for the purposes of developing a response to the Solicitation (“Facilities”); such access may include taking samples at the Facility. The Bidder’s access is expressly conditioned upon Bidder’s execution and agreement to this “Site Tour Release Form”, as follows:

Bidder, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below acknowledges that the Facilities are owned and operated by the City as a Wastewater Reclamation/Treatment Center/Plant, which has inherent risks, dangers and hazardous conditions located on the premises as part of the day-to-day operations of the WRC/WTP. Bidder further acknowledges and agrees that any of Bidder’s actions or efforts related to taking any sampling of substances present inherent dangers and risks to Bidder, for which the Bidder is solely responsible and liable, including without limitation, providing any and all personnel, equipment safety measures and exercising the appropriate degree of safety and control as may be necessary and appropriate for such efforts. The City makes no representations or warranties of any kind as to the degree of safety, fitness or suitability of the Facilities for the purpose of entering the Facilities for any sampling, testing or inspection of the Facilities. Bidder agrees to accept and assume all risks arising directly or indirectly out of the any site visit, entry, inspection, sampling or testing by Bidder to or of the Facilities. Bidder agrees that the City shall have no duty of care to keep the Facilities safe for entry or use. Bidder agrees that the City does not grant its permission, assume responsibility or incur liability for any injury, death, loss or damage to any person or property arising out of the activities of Bidder on the Facilities, and Bidder hereby releases the City and its employees, consultants and other agents from any and all actions, causes of action, suits, claims, liabilities, losses, damages, judgments and executions of any kind arising after the date hereof that Bidder, or its employees, representatives, affiliates and/or agents may have by reason of, arising out of, related to, or resulting from any visit, entry, inspection, study, test or other action by Bidder.

Indemnity and Hold Harmless: Notwithstanding any general liability or other insurance that may be maintained by Bidder, Bidder shall defend, indemnify and hold the City harmless (using counsel reasonably satisfactory to the City) from any and all actions, causes of action, suits, claims, liens, demands, liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys’ fees) and damages of any kind or nature that the City sustains or incurs by reason of or in connection with any visit, entry, inspection, study, test or other actions by Bidder; provided, however, that the indemnity obligations of Bidder shall not apply to any liability of damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the City and its agents or employees.

Confidential Information: Bidder recognizes that their employee and/or agent may be exposed to Confidential Information and that the City desires to prevent unauthorized disclosure of such information. Except as required by law or by a court of competent jurisdiction, each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

Site Tour Release Form
FC-8766, Annual Contract for Dewatering, Hauling and Disposal
Page 2

Acknowledged and agreed this ___ day of _____, 2016.

Bidder and Bidder's Authorized Representatives

Name: _____
Title: _____
Company: _____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Name: _____
Title: _____
Company: _____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Name: _____
Title: _____
Company: _____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Name: _____
Title: _____
Company: _____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Site Tour Release Form
FC-8766, ANNUAL CONTRACT FOR
DEWATERING, HAULING AND DISPOSAL SERVICES (Solicitation)

Permission; Release: As part of the above referenced Solicitation, the City of Atlanta and its agents, employees and consultants ("City") grants the undersigned, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below (collectively, "Bidder") access to the **Hemp Hill Water Plant, Intrenchment Creek and South River WRC** (name of water treatment facility) premises ("Facility"), for the purpose of assessing the work Site, as may be reasonably necessary for the purposes of developing a response to the Solicitation ("Facilities"); such access may include taking samples at the Facility. The Bidder's access is expressly conditioned upon Bidder's execution and agreement to this "Site Tour Release Form", as follows:

Bidder, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below acknowledges that the Facilities are owned and operated by the City as a Wastewater Reclamation/Treatment Center/Plant, which has inherent risks, dangers and hazardous conditions located on the premises as part of the day-to-day operations of the WRC/WTP. Bidder further acknowledges and agrees that any of Bidder's actions or efforts related to taking any sampling of substances present inherent dangers and risks to Bidder, for which the Bidder is solely responsible and liable, including without limitation, providing any and all personnel, equipment safety measures and exercising the appropriate degree of safety and control as may be necessary and appropriate for such efforts. The City makes no representations or warranties of any kind as to the degree of safety, fitness or suitability of the Facilities for the purpose of entering the Facilities for any sampling, testing or inspection of the Facilities. Bidder agrees to accept and assume all risks arising directly or indirectly out of the any site visit, entry, inspection, sampling or testing by Bidder to or of the Facilities. Bidder agrees that the City shall have no duty of care to keep the Facilities safe for entry or use. Bidder agrees that the City does not grant its permission, assume responsibility or incur liability for any injury, death, loss or damage to any person or property arising out of the activities of Bidder on the Facilities, and Bidder hereby releases the City and its employees, consultants and other agents from any and all actions, causes of action, suits, claims, liabilities, losses, damages, judgments and executions of any kind arising after the date hereof that Bidder, or its employees, representatives, affiliates and/or agents may have by reason of, arising out of, related to, or resulting from any visit, entry, inspection, study, test or other action by Bidder.

Indemnity and Hold Harmless: Notwithstanding any general liability or other insurance that may be maintained by Bidder, Bidder shall defend, indemnify and hold the City harmless (using counsel reasonably satisfactory to the City) from any and all actions, causes of action, suits, claims, liens, demands, liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees) and damages of any kind or nature that the City sustains or incurs by reason of or in connection with any visit, entry, inspection, study, test or other actions by Bidder; provided, however, that the indemnity obligations of Bidder shall not apply to any liability of damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the City and its agents or employees.

Confidential Information: Bidder recognizes that their employee and/or agent may be exposed to Confidential Information and that the City desires to prevent unauthorized disclosure of such information. Except as required by law or by a court of competent jurisdiction, each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

Site Tour Release Form

FC-8766, Annual Contract for Dewatering, Hauling and Disposal

Page 2

Acknowledged and agreed this ___ day of _____, 2016.

Bidder and Bidder's Authorized Representatives

Name: _____

Title: _____

Company: _____

Telephone Number: _____

E-mail Address: _____

Fax Number: _____

Name: _____

Title: _____

Company: _____

Telephone Number: _____

E-mail Address: _____

Fax Number: _____

Name: _____

Title: _____

Company: _____

Telephone Number: _____

E-mail Address: _____

Fax Number: _____

Name: _____

Title: _____

Company: _____

Telephone Number: _____

E-mail Address: _____

Fax Number: _____

**FC-8766, TREATMENT WASTE SOLIDS, DEWATERING, HAULING AND DISPOSAL
SERVICES FOR THE DEPARTMENT OF WATERSHED MANAGEMENT**

SAMPLING

Instructions for the Extraction of Sample Materials

The City is not responsible for the provision of sample extraction tools, equipment, or materials. Persons entering any of the facilities listed below are required to complete, sign and submit a release and waiver form for each of the facilities below visited (see enclosed copy of form). An original copy of the signed form should be submitted to the contact person listed below or their designee prior to the commencement of the facility visit.

SITE VISITS

Wednesday, March 30, 2016 – Site visit immediately following Pre-Bid Conference, in the order indicated.

	Location	Address	Phone	Contact Person
1.	Utoy Creek WRC	805 Selig Drive, S.W.	678.681.5125 (Cell)	Shane Meador
2.	R.M. Clayton WRC	2440 Bolton Road N.W.	678.300.5429 (Cell)	Sandra Glenn
3.	Chattahoochee WTP	2532 Bolton Road, N.W.	404.227.5417 (Cell)	Georginna Lockett

Thursday, March 31, 2016 – Site visit beginning at 10:00 a.m., in the order indicated.

	Location	Address	Phone	Contact Person
1.	Hemphill WTP	650 17th Street, N.W.	770.865.2240 (Cell)	Quinton Fletcher
2.	Intrenchment Creek WRC	1510 Key Road, S.E.	404.227.6242 (Cell)	Derek Stewart
3.	South River WRC	1040 Jonesboro Road, S.E.	404.569.5982 (Cell)	Tony Richardson

PART 5

DRAFT SERVICES AGREEMENT

SERVICES AGREEMENT; CONTRACT NO. FC- 8766

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.

Contract Name:	Contract No. FC- 8766
Service Provider:	City of Atlanta
Name:	Using Agency:
Address	Address:
Phone:	Phone:
Email:	Email:
Authorized Representative:	Authorized Representative:

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 One (1) year(s). This Agreement shall commence on the Effective Date and end one year later. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for Two (2) additional one 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 5 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:¹

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit B - Definitions
4. Exhibit D - City Security Policies
5. Exhibit E - Dispute Resolution Procedures
6. Appendix A - Office of Contract Compliance Requirements
7. Appendix B - Insurance and Bonding Requirements
8. Additional Contract Documents

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. 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.

¹ 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.

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").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement 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.

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

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

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) _____; and

(b) _____

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, material men, 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 effect 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 derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

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

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by 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:

[Insert Service provider]

Mayor

By: _____

Municipal Clerk (Seal)

Signature: _____

Approved:

Title: _____

[Using Agency]

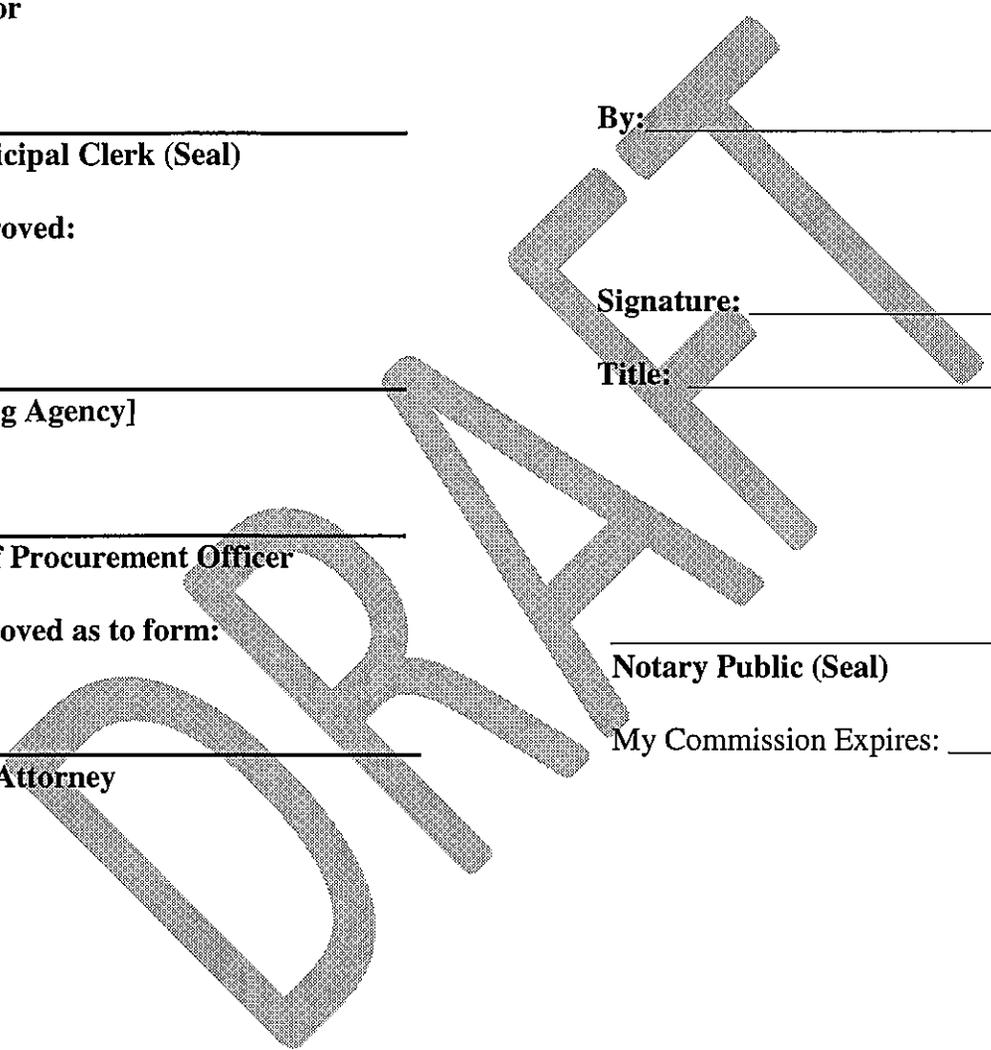
Chief Procurement Officer

Approved as to form:

Notary Public (Seal)

City Attorney

My Commission Expires: _____



EXHIBITS

EXHIBIT A

SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS

Annual Contract for Dewatering, Hauling & Disposal Services

Part I

1.01 SUMMARY

The City of Atlanta, Department of Watershed Management (the "City"), operates the Drinking Water System, Wastewater System and various other facilities in the Atlanta metropolitan area. The purpose of this proposal is to identify contractors capable of furnishing all labor, equipment, and materials to provide dewatering, hauling and disposal services for the Water Treatment Plants and Water Reclamation Centers. Additionally, the City purposes to determine the rate that will be charged for services; and to place contracts with Contractors for quick response in providing services on an as-needed basis. These services will be oriented towards completion of specific tasks. The City is under no obligation to exclusively award this work to a single Proponent nor is the City bound to a minimum contract amount. The term of this contract shall be for a period of one (1) year with two (2) one-year renewal options.

The City reserves the right to select more than one Contractor in order to fulfill the requirements of the Scope of Work for this project.

1.02 Definitions

- A. City – City of Atlanta, Georgia
- B. WRC – Water Reclamation Center. A municipal wastewater treatment and processing facility owned and operated by the City of Atlanta.
- C. RMCWRC – RM Clayton WRC
- D. SRWRC – South River WRC
- E. UCWRC – Utoy Creek WRC
- F. ICWRC – Intrenchment Creek WRC
- G. WTP – Water Treatment Plant. A municipal potable water treatment facility owned and operated by the City of Atlanta.
- H. CWTP – Chattahoochee Water Treatment Plant.
- I. HWTP – Hemphill Water Treatment Plant.
- J. Facility – Interchangeable with WTP or WRC.

- K. Facility Manager - A City of Atlanta employee charged with the responsibility of operating and maintaining a City-owned WRC or WTP.
- L. Designee – The City of Atlanta employee responsible for decision making at each of the respective Facilities in the absence of the Facility Manager.
- M. Contractor Field Representative – A legal agent of the Contractor with full authority to represent the contractor in decision making interactions with the Facility Manager or Designee.
- N. TCLP – The Toxicity Characteristic Leaching (not Leachate) Procedure which is designed to determine the mobility of both organic and inorganic analytes present in liquid, solid, and multiphase wastes. This is usually used to determine if a waste may meet the definition of EP Toxicity, that is, carrying a hazardous waste code under Resource Conservation and Recovery Act (RCRA) (40 CFR Part 261) of D004 through D052. TCLP is performed by an outside certified laboratory at a frequency determined by the destination landfill.
- O. Paint Filter Test – Sludge, to be disposed of in a landfill, shall not exhibit any free water when subjected to the standard paint filter test for solid waste. This specification shall be met by the Contractor at the discharge point of the Contractor's dewatering equipment and also at the landfill.
- P. Grit - The heaviest material in wastewater and includes substances such as sand, coffee grounds, eggshells, gravel, and cinders.
- Q. Screenings – Are wastes generated from wastewater treatment facilities and consist of but not limited to larger organic particles, sanitary products, rags, and bits of paper and plastic.
- R. Sludge – A semisolid material produced during water and wastewater treatment processes. Sludge consists of but not limited to mostly dead microorganisms and/or inorganic matter.
- S. Ash – A silty-sandy material resulting from the incineration of wastewater sludge and consists primarily of but not limited to silica, iron and calcium.
- T. Treatment Waste Solids – Include but not limited to WTP and WRC sludge, WRC grit, screenings and ash.
- U. Filtrate – Final liquid effluent of a belt filter press from the processing of treatment waste solids.
- V. Centrate – Final liquid effluent of a centrifuge from the processing of treatment waste solids.
- W. Container – equipment used by the Contractor for effective and efficient Collection, hauling and disposing of Grit, Screenings, Sludge and Ash.

1.03 SCOPE

Under this contract, the Contractor will perform work at the following City of Atlanta facilities:

Location	Address
Hemphill Water Treatment Plant (HWTP)	650 17 th Street, N.W., Atlanta, GA 30318
Chattahoochee Water Treatment Plant (CWTP)	2532 Bolton Road, N.W., Atlanta, GA 30318
R.M.Clayton Water Reclamation Center (WRC)	2440 Bolton Road N.W., Atlanta, GA 30318
South River Water Reclamation Center (WRC)	2640 Jonesboro Road, S.E., Atlanta, GA 30315
Utoy Creek Water Reclamation Center (WRC)	805 Selig Drive, S W. Atlanta, GA 30336
Intrenchment Creek Water Reclamation Center (WRC)	1510 Key Road SE Atlanta, GA 30315

- A. Actual treatment waste solids quantity shall vary from the amounts in the proposal schedule. The quantities stated in the proposal schedule are based on the City's best estimate of future treatment waste solids work based on present and forecasted use of these services. They represent the quantity anticipated but the actual quantities may vary from this amount. However, the Contractor is not guaranteed any amount of work at any City facility. It is possible that treatment waste solids work will not occur at some facilities and the work performed, especially at the City Water Treatment Plants, may be intermittent with lengthy time periods of inactivity (batch process). The City shall not be responsible for variations in these numbers and any additional associated costs.
- B. Each of the facilities scope of work includes pumping, sludge dewatering, hauling and disposal or any combination of these services, as deemed necessary by the Facility Manager during the life of this contract.
- C. Hauling of the contents for each facility listed shall be to one of the City Contracted Landfills (which may vary during the life of the contract). Current contracted landfills include the Eagle Point Landfill located at 8880 Old Federal Road, Ball Ground, Georgia 3010 and the Pine Ridge Landfill located at 105 Bailey Jester Road, Griffin, GA 30224-7793. Other landfills may be utilized but they must be specified in the proposal with an associated cost.

Weight receipts indicating the amount of treatment waste solids hauled shall include but not be limited to the following: City of Atlanta Facility, Contractor name, vehicle number, date, weight, time in and time out of Landfill Facility. Contractor shall deliver weight receipts with the itemized invoice by the 10th of the month. A summary spreadsheet shall be provided to each facility with the weight of each load of material hauled (both wet and dry tons for each load), type of material (e.g. biosolids, ash, screenings, etc.) by Tuesday of each week for the period of Sunday to Saturday of the previous week. The last week (partial if calendar month changes in the week), must be provided no later than the 5th of the new calendar month.

- D. Hauled material must exhibit all content and physical characteristics safe for transport and ultimate landfill disposal.
- E. For work outside this scope of services, poor performance of the Contractor or resource requirements beyond the specified capacity of the Contractor, the City reserves the right to use other Contractors for future emergency projects involving dewatering, hauling and disposal services.

1.04 REQUIREMENTS

GENERAL

- A. A Facility abbreviation has been added to each unit price in the proposal schedule to designate them separately from each other.
- B. Actual work schedule at each Facility will be determined by the respective Facility Manager, including the days and hours specified. However, Contractor operation shall be capable of at least seven (7) days a week and 24 hours a day continuous duty. Contractor shall have the ability to provide any needed trailers/drivers for containing material generated to be hauled over any periods that the landfills are not open for receiving.
- C. All Contract employees must display appropriate City identification badges and conduct themselves in a professional manner at all times while on City property.
- D. Contractor shall not add any water to the treatment waste solids.
- E. **WTP's**
 - 1. Contractor is granted access to the Chattahoochee Water Treatment Plant (CWTP) and Hemphill Water Treatment Plant (HWTP) Facilities for all necessary dewatering and hauling activities between 6:00 a.m. and 6:00 p.m., Monday – Saturday, inclusive.
 - 2. Polymer for WTP dewatering activities is to be selected and provided by the Contractor and approved by the City for use prior to full-scale application.
 - 3. Contractor shall perform suspended solid (%) sampling and contract for independent laboratory analysis of feed solids, cake and filtrate.
 - 4. Contractor shall use one belt filter press and mobilization of this press between the CWTP and HWTP sites as required to meet dewatering requirements and not negatively impact operation and treatment performance of the Facility.

5. Once the Contractor has mobilized at the respective WTP, there shall be no additional mobilization/demobilization charges to the City when Contractor mobilizes and demobilizes the belt filter press between the two WTP Facilities.
6. Authorization for the need to use/transport more than one belt filter press between the two WTP Facilities shall remain the responsibility of the respective Facility Manager.
7. Contractor shall have the ability to simultaneously provide up to two (2) 2-Meter belt filter presses at the HWTP and two (2) 2-meter belt filter presses at the CWTP if requested by the City. The City reserves the right to exceed the specified number of belt filter presses at any facility provided that the total amount of belt filter presses in service from the Contractor does not exceed four (4) units. Provided equipment shall include sufficient manpower, pumps, piping, day storage tanks and hauling vehicles necessary to develop and maintain full dewatering capacity of the specified number of belt filter presses at each Facility. Contractor may substitute centrifuge for belt filter presses if they have the combined equivalent capacity and comply with Contract Requirements sections 1.03, F.1 and 1.04B.
8. If more than four (4) belt filter presses are required at one time, the City shall have the right to either secure the additional belt presses thru the Contractor at the same unit prices or hire an additional dewatering contractor to supply the additional belt presses, personnel and support equipment.

F. WRCs

1. Contractor shall provide personnel to move the containers designated for use at each Facility during the work schedule. This service shall be included as part of the unit cost specified on the Proposal Schedule during standard work times, defined in 1.03, G.2. An hourly rate for off-shift work shall be charged for personnel hours on-site during the off-shift, as defined in Contract Requirements section 1.03, G.3. This service includes staging full containers at the Facility for subsequent effective and efficient transport and disposal; positioning empty containers and moving partially filled trailers to enable optimal treatment waste solids loading.
2. Contractor personnel shall be available at the specified Facility within thirty (30) minutes of notification by the respective Facility Manager or Designee during standard work times of 7:00 a.m. – 5:00 p.m. Monday-Saturday, inclusive. No hourly rate charges will be allowed for Contractor personnel work during the standard work time.
3. For the RM Clayton WRC, contractor personnel shall be available within thirty (30) minutes 24 hours a day. No hourly rate charges will be allowed for Contractor personnel working for the RM Clayton facility.
4. Contractor personnel shall be available at the specified facility within sixty (60) minutes of notification by the respective Facility Manager or their Designee during off-shift times of 5:01 p.m. – 11:59 p.m. Monday – Saturday, inclusive; 12:00 a.m. – 6:59 a.m. Monday – Saturday, inclusive; and all day Sunday. The off-shift personnel hourly rate specified in the proposal schedule shall be applied to on-site personnel time during off-shift hours. Use of off-shift personnel shall be pre-approved in writing by the respective Facility Manager or their Designee prior to use of said personnel. Off-shift work not approved in writing by the respective Facility Manager or their Designee prior to starting work shall be the responsibility of the Contractor.

5. With the exception of SRWRC, where Screenings and Grit are not separated, screenings, grit, sludge and ash must be hauled separately and must not be mixed at any time. Certified weight scale measurements must be determined and manifested separately for each item.

1.05 WORK PROVIDED BY THE CITY

- A. City will provide reasonable use of their exiting water, process drainage and electric utilities at the respective facility to accomplish the Work. Additional requirements shall be the responsibility of the Contractor.
- B. City will only provide a minimum of four hundred and eighty (480) V 3 phase one hundred (100)-amp electrical service, two inch (2") process water service and a location within one hundred (100) feet of the press staging area to discharge filtrate. Utility hookup, upgrades and modifications shall be the responsibility of the Contractor. The actual voltage, phases and amperage available to the Contractor will be according to what is available in each Facility after City Operations and Maintenance needs. Available power will vary from location to location. Power requirements provided by the City will be that required to operate a two (2) meter belt press and ancillary pumps and mixing equipment. Power requirements in excess of this will be the responsibility of the Contractor to provide the required infrastructure at each facility at no additional cost to the City. Subsequently, the Contractor will not be required to pay for any electrical power consumed subject to availability at each Facility. The Contractor shall be responsible for any hook-up and transformers required.
- C. Site locations and utilities shall be as-is. Modifications shall be by the Contractor with Facility Manager approval.
- D. Tank details and drawings detailing access and physical dimensions will be provided to the awarded Proponent.
- E. The City of Atlanta shall be responsible for payment of all landfill weight receipts (landfill tipping fees) for landfills with City Contracts (as previously noted). If a non City contracted landfill is to be utilized, contractor must specify and provide the tipping fees as part of their proposal.

1.06 MEASUREMENT AND PAYMENT

- A. Unit prices in Proposal Schedule A thru F include, but are not limited to, polymer costs, sampling costs, contract laboratory costs, operator costs, preventative and corrective maintenance costs, equipment costs, sanitary facilities costs, subcontractor costs, materials costs, utilities costs, fuel costs, labor costs, cost of labor fringes, benefits costs, cost of permits, insurance costs, fees, site overhead costs, small tools costs, temporary office expenses, vehicles, travel, hotel and per diem expenses, taxes, office overhead, and profit. The unit price shall be considered to cover a turn-key operation by the Contractor to complete the Work. No other costs or markup shall apply.

- B. City will not pay for wet loads rejected at the designated disposal site from contractor dewatering operations.
- C. Invoices, with attached supporting information, must be hand delivered or post marked by the 10th of each calendar month for activities occurring during the month immediately prior.

D. Facility Dewatering

Contractor shall provide one (1) container-mounted or other City-approved mobile type belt filter press to be shared by both WTP sites and up to three (3) individual presses for each WRC site as needed (on call basis).

- 1. Payment shall only be for Dry Tons Disposed of treatment waste solids for respective facilities. Dry Tons Disposed, shall equal the daily wet tons of treatment waste solids disposed, as determined by the State of Georgia certified scales, minus the tare weight of the specific hauling vehicle, multiplied by the daily average of decimal percentage of dry suspended solids cake solids from each daily sample composite, multiplied by each respective facility's Unit Prices specified in the Proposal Schedule. Each vehicle's tare weight shall be measured at the start of the contract work effort and on a calendar month basis. All Contractor costs, with the exception of specified mobilization costs and demobilization costs, shall be included in these unit prices.

E. WTPs

- 1. Said belt filter press shall be transported between WTP sites as needed to comply with the needs of each respective Facility Manager. One (1) mobilization and one (1) demobilization charge for each WTP listed in the Proposal schedule, Item 2 as Hemphill Mobilization, Item 3 as Hemphill Demobilization, Item 5 as Chattahoochee Mobilization and Item 6 as Chattahoochee Demobilization would be issued to the City by the Contractor for use of the mobile belt filter press each contract period. Mobilization cost fee for each WTP is to be submitted with the first progress payment and shall cover all cost for the Contractor to deliver and setup equipment approved by the City. One demobilization cost fee for each WTP shall cover all costs for Contractor to remove all equipment and restore the City's sites to original condition and be submitted after completion of work is approved by the City. For each facility where an additional press is requested by the City, the City shall be charged one mobilization fee and one demobilization fee for each additional belt filter press required in order to satisfy the needs of that Facility, as determined by the affected Facility Manager. If the additional press is not moved to the other WTP, only the single mobilization and demobilization cost will be allowed. No other prices or markup shall apply.

E. WRCs

- 1. One mobilization and one demobilization charge for each WRC designated on the Proposal Schedule, item 11 as RM Clayton Mobilization, Item 12 as RM Clayton Demobilization, Item 15 as South River Mobilization, Item 16 as South River Demobilization, Item 21 as Utoy Creek Mobilization, Item 22 as Utoy Creek Demobilization, Item 24 as Intrenchment Creek Mobilization and Item 25 as Intrenchment Creek Demobilization, shall be charged by the Contractor for delivery and removal of all necessary equipment and supplies each contract period. If no hauling is required at a WRC by the respective Facility Manager, no mobilization or demobilization costs shall be charged to that Facility. Mobilization cost fee for each WRC is to be

submitted with the first progress payment and shall cover all costs for the Contractor to deliver and setup equipment approved by the City. One demobilization cost fee for each WRC shall cover all costs for Contractor to remove all equipment and restore the City sites to original condition and be submitted after completion of work is approved by the City.

- F. Contractor shall invoice each Facility separately on a calendar month basis. Invoice shall itemize daily wet tons of cake solids disposed of, daily dry tons of suspended cake solids disposed of, daily tons of filtrate solids returned back to the plant, daily tons of dry feed solids dewatered, unit prices, and resulting sub-totals and totals.
- G. All hauling containers shall normally be filled to rated capacity. Partial loads, authorized by the respective Facility Manager or their Designee, shall be billed as if they were filled to rated capacity.
- H. Cleaning Operations associated with Dewatering (e.g., digester cleaning, tank or basin cleaning) where entry is required into the process unit will be allowed under the contract. However, due to the uncertain and widely varying conditions, in the event that such services are needed, an additional charge will be incurred. That will be negotiated for each unit if or when service is needed as an add on charge to the per ton charge in the current cost proposal for dewatering and will be agreed upon prior to work with the facility manager in writing.

1.07 REFERENCES - Latest Amended Versions

- A. Environmental Protection Agency (EPA) Part 503 Biosolids Rule.
- B. Resource Conservation and Recovery Act.
- C. Comprehensive Environmental Response, Compensation and Liability Act.
- D. Solid Waste Disposal Act.
- E. Georgia Hazardous Waste Management Act.
- F. Georgia Hazardous Site Response Act.
- G. TCLP - Toxicity Characteristic Leaching Procedure Test Method 1311 in "Test Methods for Evaluation Solid Waste, Physical/Chemical Methods," EPA Publication SW-846.
- H. Paint Filter Test.
- I. Georgia's Environmental Protection Division (EPD) Water Quality Branch Assurance Manual.
- J. Title 40, Code of Federal Regulation CFR Part 136.
- K. Georgia Rules for Commercial Environmental Laboratory Accreditation (O.C.G.A. 12-2-9).
- L. Latest Edition of Standard Methods for the Examination of Water and Wastewater.

1.08 SUBMITTALS

- A. For each activity, a detailed description of the Contractor's dewatering, hauling and disposal operation required for the activity including site and equipment layout, utility requirements and hookups, location of sampling points, solids analysis method reference, resume of proposed personnel and responsibilities, proposed polymer and dosage,

number, capacity, type and disposition of ownership of trucks and containers to be used, number of drivers, work schedule, hauling route and turn around time, contact list, safety plan, spill protection plan, production estimates for dewatering, hauling and disposal operations required for the activity, itemized cost proposal and a work plan specifying days and hours of operation, which must be approved by the respective Facility Manager prior to commencement of work .

- B. Contract Laboratory Certification.
- C. Facility Operator Certification and Licenses.
- D. Load Tickets (required with the invoices).
- E. Weekly summaries of volumes/materials hauled submitted to each facility contact.
- F. Requests for payment must be by monthly calendar invoicing and include associated truck hauling and weight scale manifests and tickets. All documentation including any lab results from a certified lab must be accounted for and reconciled prior to City payment authorization.

1.09 QUALITY ASSURANCE

- A. Contractor shall have a minimum five (5) years of experience in dewatering and hauling of municipal treatment waste solids at water and wastewater treatment plants with designed maximum monthly capacity above twenty-five (25) MGD.
- B. Truck drivers shall have valid Commercial Drivers License (CDL) licenses. Operators shall have required State Licenses.
- C. Truck drivers shall have no prior driving offenses within the last six (6) months.
- D. Containers must be appropriately covered during storage and transit.
- E. Containers shall not leak contents.
- F. Trucks and containers shall be maintained in good mechanical condition and meet and operate under Department of Transportation (DOT) requirements.
- G. Contractor must minimize odors of the treatment waste solids during dewatering and transit thru good housekeeping and prompt hauling. Storage of the treatment waste solids is not allowed when landfills are open. Storage of empty trailers is allowed only to the extent necessary to supply the facility with sufficient capacity to allow for continuous facility operation when landfills are closed (based on actual or predicted run rates). Trailer storage (full or empty) is allowed only on each facility only for that facility's operation.
- H. Contractor shall replace drivers and equipment with suitable replacements if it is determined by the Facility Manager or their Designee that they are operating in an unsafe or disruptive manner. All Contractor personnel shall obey plant rules while on site.

- I. Contractor shall use truck weighing scales with current State of Georgia Certification.
- J. Contractor shall obtain all additional permits and licenses as required to dewater and haul the treatment waste solids.
- K. Contractor is responsible for paying for all Federal, State and Local fees and fines resulting from his operation of Contractor or City Facilities, vehicles and equipment.
- L. Contractor's Sampling and Solids Analysis for Cake, Feed and Filtrate Suspended Solids.
 - 1. Laboratory facility shall be fully accredited in compliance with the latest amended Georgia Rules for Commercial Environmental Laboratory Accreditation (O.C.G.A. 12-2-9).
 - 2. Sampling and handling methods shall conform to guidelines in the latest amended Georgia Water Protection Branch Quality Assurance Manual.
 - 3. Analytical standards shall comply with Title 40, CFR Part 136 and latest Edition of Standard Methods for the Examination of Water and Wastewater.
 - 4. Sample analysis shall be performed by an analyst fully certified in compliance with the latest amended Georgia State Board of Examiners for Certification of Water and Wastewater Treatment Plant Operators and Laboratory Analysis Act.
- M. All dewatering, hauling and disposal operations shall comply fully with all Federal, State and Local Regulations.

1.10 DELIVERY, STORAGE AND HANDLING

- A. Contractor shall be responsible for ensuring hauling covers are deployed prior to truck leaving Facility/Plant Grounds.
- B. Contractor shall immediately clean up any spillage with dry cleaning methods and not wash or otherwise allow any material into a storm drain.
- C. Trucks must leave the plant grounds immediately after they are full when landfills are open, and no later than 30 minutes prior to a landfill opening if stored onsite.
- D. As required by the City of Atlanta's Good Neighbor Policy, hauling of treatment waste solids is to be minimized in residential neighborhoods.
- E. Any variation from the above requirements must be approved in writing by the facility management prior to variation from the requirement.

1.11 PROJECT SITE CONDITIONS

- A. Contractor shall field verify all site conditions prior to preparing their proposal.
- B. Contractor shall take any needed samples at each Facility to determine material specific characteristics including sand and grit, conduct dewatering and polymer tests, and

determine mixing, pumping, polymer, dewatering, hauling requirements and estimated performance.

- C. Contractor shall provide all labor, equipment and materials to modify the respective WTP and WRC utilities and infrastructure to accommodate the Contractor's equipment beyond what is provided in these specifications.
- D. Contractor equipment, including dewatering equipment, conveyors, pumps, trucks and containers, shall not require any special modifications to operate at the applicable WTP and WRC Facilities and shall fit in available spaces without interfering with Facility operations and maintenance, meet required clearances, and make required turning radius.

1.12 SCHEDULING

- A. Contractor shall coordinate dewatering, hauling and disposal schedules with the respective Facility Manager.
- B. Contractor shall schedule dewatering, hauling and disposal to maintain treatment waste solids production of the dewatering Facilities.
- C. Contractor shall be required to make changes in their dewatering, hauling and disposal schedule to accommodate the operation of the Facility as required by the respective Facility Manager.

PART 2 MATERIALS

2.01 DEWATERED TREATMENT WASTE SOLIDS QUALITY - WTP

- A. Contractor shall dewater the WTP treatment waste solids to pass the Paint Filter Test and TCLP analysis.
- B. TCLP analysis is available at each respective WTP for review. In all circumstances where the Contractor uses Polymer or other chemical additives as the City uses at the respective Facilities, the Contractor may use the existing City TCLP analysis. On any occasion that the Contractor elects to use an alternative polymer, and/or make chemical additions other than those used by the respective Facility, the Contractor will be required to carry out and incur all cost for a new TCLP analysis and provide a copy of such analysis to the City for their approval and record keeping.
- C. Sampling of the treatment waste solids at each WTP is available to the Contractor for analysis prior to proposal submittal. Contact the respective Facility Manager for access.
- D. National Pollution Discharge Elimination System (NPDES) records for the WTPs are available at each respective Facility. Contact the respective Facility Manager for access.
- E.

2.02 DEWATERED TREATMENT WASTE SOLIDS QUALITY – WRC

- A. TCLP analysis is available at each respective WRC for review as are approved waste profiles for City contracted landfills.
- B. Under normal operations, the Contractor is to haul treatment waste solids from The WRCs as requested by the respective WRC Manager.
- C. Sampling of the treatment waste solids at each WRC is available to the Contractor for analysis prior to proposal submittal. Contact the respective Facility Manager for access.
- D. National Pollution Discharge Elimination System (NPDES) records for the WRCs are available at each respective facility. Contact the respective Facility Manager for access.

PART 3 EXECUTIONS

3.01 GENERAL

- A. Contractor shall coordinate dewatering, hauling and disposal operations with the respective Facility Manager or their Designee.
- B. For all requests, a qualified authorized Contractor Field Representative shall be available for immediate consultation by telephone or within 1 business day in person with the Facility Manager.
- C. Specified Contractor's licensed operator shall be on site at all times for each facility where a dewatering operation is taking place.
- D. All provided labor, equipment and materials shall be suitable for the task at hand and be kept in good working condition. Contractor shall replace any poor performing equipment, staff or materials with a suitable replacement at no cost to the City.
- E. Contractor shall not have the authority to specify or control operations at any Facility. Contractor must modify their operation if directed by the Facility Manager so as to maintain permit compliance of the respective Facility. Any changes to the Contractor operations or chemicals added must be coordinated with the respective Facility Manager. Any changes seen as detrimental to the operation and maintenance of the respective Facility can be rejected by the Facility Manager or their Designee at no cost to the City.
- F. **WTPs**
 - 1. Contractor shall sample WTP feed solids, cake and filtrate for suspended dry solids (%) at least every four (4) hours, but no less than three (3) times per day. Volume of each grab sample shall be sufficient to split equal volumes of the sample with the City for independent analysis and do all required laboratory analysis. All daily samples for each sampling point shall be composited and analyzed each day. Analysis shall be performed by the Contractor's approved contract laboratory.
 - 2. Each calendar-month invoice and attached WTP dewatering report shall summarize the daily values for feed, filtrate and cake solids for each request at each facility. This applies to dewatered sludge requests. Each attached dewatering report will be used by

the respective Facility Manager to help prepare their NPDES monthly discharge and dewatering monitoring reports. The Contractor shall provide all laboratory and field data, requested dewatering Facility information and requested calculations in a City approved format to the respective Facility Manager in the time limit specified.

3. Contractor shall provide access and opportunity for the City to sample WTP feed, filtrate and cake solids as verification of Contractor's sampling efforts.

3.02 PERFORMANCE

GENERAL

- A. Contractor shall keep up with the treatment waste solids production at each respective Facility. Treatment waste solids are to be hauled immediately to the designated disposal facility when they are loaded onto the hauling container.
- B. At the RM Clayton WRC, Contractor is responsible for activating the ash loading system (including dust suppression) when they have their trailer in place after being notified of an immediate need or on a routine scheduled basis. Assistance and training is available 24 hours a day by the on site Operations Supervisor for new drivers.
- C. The Contractor shall regularly inspect the quality of the dewatered treatment waste solids being loaded into the hauling container and immediately make adjustments in their dewatering operation to improve the quality so they can be disposed of properly. Contractor shall inform the Facility Manager or their Designee if the quality of the treatment waste solids is not suitable for disposal.
- D. In the event a load or portion of a load of treatment waste solids, dewatered by the Contractor, are determined to be too wet for ultimate disposal by either the respective Facility Manager or Contractor, the hauling container is to be hauled by the Contractor to a solidification area designated by the City and the cost of solidification shall be at the expense of the Contractor. The Contractor will solidify the wet material, at no cost to the City, per a method approved by the Facility Manager that will not change the classification or manifest or introduce toxic materials back to the plant. The Contractor is to provide spare hauling for solidification at the expense of the Contractor.
- E. Contractor is not held responsible for loads rejected at the landfill which have been dewatered by the City, unless the Contractor has been made aware by the City or indicated to the City, that the load is unsuitable for tipping and that further drying procedures need to be implemented at the City Facility before the load is hauled.
- F. Contractor shall conduct their hauling business so as to not create odor, noise, vector attraction or litter nuisance to Public or to the Facility. Covers shall be in place at all times on the empty and loaded hauling containers that are in transit or in storage
- G. Contractor shall not overload the hauling container so as to cause a violation of DOT load requirements.

H. Contractor's hauling operation shall not create unnecessary blockage of traffic in the plant or out in public, shall not create a safety hazard, and shall allow City access to plant equipment.

I. WTPs

1. Contractor will be held accountable for hauling and solidification costs if a wet load leaves the WTP. Contractor will immediately initiate process changes, approved by the respective Facility Manager, to prevent a re-occurrence of the need for solidification.
2. Dewatering equipment shall achieve 94% or greater recovery of feed solids as determined by mass balance around the centrifuge of feed solids suspended solids (%), filtrate suspended solids (%) and cake suspended solids (%).

3.03 CLEAN-UP

- A. Contractor shall immediately notify the respective Facility Manager or their Designee of any spills, safety incidents, accidents, suspected criminal activity, improper activities of City staff and any violations of Facility, City, State, and Federal laws, rules, regulations and designated policy.
- B. Contractor shall promptly clean-up all spills from their Operation per Federal, State and Local laws and regulations. Contractor is responsible for any fines as result of a spill while the treatment waste solids are in their care.
- C. Contractor shall maintain his dewatering equipment, trucks and containers in a clean orderly state and generate no odor detectable at greater than 50' during storage.

3.04 DELAYS AND FAILURE TO MEET PERFORMANCE STANDARDS

In the event of persistent or repetitive failure on the part of the Contractor to meet the terms of this contract or the documented terms of a particular request and this Agreement, the City reserves the right to cancel and otherwise stop work on one or more Facilities and to contract with one or more other contractors to provide the equipment and/or manpower to maintain control of the plant processes. Any additional costs incurred on the part of the City for the failure of the Contractor to perform would be deducted from any payments due under this contract.

PART 4 SAMPLING

Instructions for the Extraction of Sample Materials

Perspective Proponents interested in sampling of the materials to be processed may do so by contacting the person from the listing below to schedule a visit to the respective plant. Visits must be scheduled with the contact below for the facility listed. **The City is not responsible for the provision of sample extraction tools, equipment, or materials. Persons entering any of the facilities listed below are required to complete, sign and submit a release and waiver form for each of the facilities below visited (see enclosed copy of form).** An original copy of the signed

form should be submitted to the contact person listed below or their designee prior to the commencement of the facility visit.

Contact Person	Phone	Location	Address
Quinton Fletcher	770.865.2240 (Cell)	Hemphill WTP	650 17th Street, N.W.
Georginna Lockett	404.227.5417 (Cell)	Chattahoochee WTP	2532 Bolton Road, N.W.
Sandra Glenn	678.300.5429 (Cell)	R.M. Clayton WRC	2440 Bolton Road N.W.
Tony Richardson	404.569.5982 (Cell)	South River WRC	1040 Jonesboro Road, S.E.
Shane Meador	678.681.5125 (Office)	Utoy Creek WRC	805 Selig Drive, S W.
Derek Stewart	404.227.6242 (Cell)	Intrenchment Creek WRC	1510 Key Road SE

EXHIBIT A.1

COST PROPOSAL

Exhibit A-1, PROPOSAL SCHEDULE

**FC-8766, ANNUAL CONTRACT FOR DEWATERING, HAULING AND DISPOSAL SERVICES
CITY OF ATLANTA
DEPARTMENT OF WATERSHED MANAGEMENT**

Part 1 – Unit Prices

A. Hemphill Water Treatment Plant

Items	Description	Quantity	Unit	Unit Price	Proposal Quantity	Extended Cost
1	Hemphill Sludge	0 - 7,000	Dry Tons disposed		7,000	
2	Hemphill Mobilization	1	Per Mobilization		1	
3	Hemphill Demobilization	1	Per Demobilization		1	
	Total					

B. Chattahoochee Water Treatment Plant

Items	Description	Quantity	Unit	Unit Price	Proposal Quantity	Extended Cost
4	Chattahoochee Sludge	0 – 7,000	Dry Tons disposed		7,000	
5	Chattahoochee Mobilization	1	Per Mobilization		1	
6	Chattahoochee Demobilization	1	Per Demobilization		1	
	Total					

C. RM Clayton WRC

Items	Description	Quantity	Unit	Unit Price	Proposal Quantity	Extended Cost
Dewatering and Hauling to City Contracted Landfill (City pays landfill directly)						
7	RM Clayton Biosolids	0 – 6,000	Dry Tons Disposed		6,000	
8	RM Clayton Mobilization	1	Per Mobilization		1	
9	RM Clayton Demobilization	1	Per Demobilization		1	
Dewatering, Hauling and Disposal (Contractor pays landfill of their choice)						
10	RM Clayton Biosolids	0 – 30,000	Wet Tons Disposed		30,000	
11	RM Clayton Ash	0 – 10,000	Wet Tons Disposed		10,000	
12	RM Clayton Screenings	0 - 250	Wet Tons Disposed		250	
13	RM Clayton Grit	0 – 1,500	Wet Tons Disposed		1,500	
Hauling (no Dewatering or Disposal cost (City pays City contracted landfill directly))						
14	RM Clayton Biosolids	0 – 30,000	Wet Tons Disposed		30,000	
15	RM Clayton Ash	0 – 10,000	Wet Tons Disposed		10,000	
16	RM Clayton Screenings	0 - 250	Wet Tons Disposed		250	
17	RM Clayton Grit	0 – 1,500	Wet Tons Disposed		1,500	
	Total					

D. South River WRC

Items	Description	Quantity	Unit	Unit Price	Proposal Quantity	Extended Cost
18	South River Sludge	0 – 28,000	Tons Disposed		28,000	
19	South River Screenings/Grit	0 - 350	Tons Disposed		350	
20	South River Mobilization	1	Per Mobilization		1	

21	South River Demobilization	1	Per Demobilization		1	
	Total					

E. Utoy Creek WRC

Items	Description	Quantity	Unit	Unit Price	Proposal Quantity	Extended Cost
Dewatering and Hauling to City Contracted Landfill (City pays landfill directly)						
22	Utoy Creek Biosolids	0 – 2,700	Dry Tons Disposed		1,000	
23	Utoy Creek Mobilization	1	Per Mobilization		1	
24	Utoy Creek Demobilization	1	Per Demobilization		1	
Dewatering, Hauling and Disposal (Contractor pays landfill of their choice)						
25	Utoy Creek Biosolids	0 – 12,000	Wet Tons Disposed		1,000	
26	Utoy Creek Screenings	0 - 50	Wet Tons Disposed		50	
27	Utoy Creek Grit	0 – 300	Wet Tons Disposed		300	
Hauling (no Dewatering or Disposal cost) (City pays City contracted landfill directly)						
28	Utoy Creek Biosolids	0 – 1,000	Wet Tons Disposed		1,000	
29	Utoy Creek Ash	0 – 1,000	Wet Tons Disposed		1,000	
30	Utoy Creek Screenings	0 - 50	Wet Tons Disposed		50	
31	Utoy Creek Grit	0 – 300	Wet Tons Disposed		300	
	Total					

F. Intrenchment Creek WRC

Items	Description	Quantity	Unit	Unit Price	Proposal Quantity	Extended Cost
32	Intrenchment Creek Sludge	0 – 5,000	Tons Disposed		5,000	
33	Intrenchment Creek Mobilization	1	Per Mobilization		1	
34	Intrenchment Creek Demobilization	1	Per Demobilization		1	
	Total					

Part 2 – Off-shift Labor

Items	Description	Quantity	Unit	Unit Price	Proposal Quantity	Extended Cost
35	Off-shift Labor For Hauling & Staging	0 - 500	On-site Off-hours		500	
	Total					

(Include required submittals listed in Exhibit A, Part 1, Section 1.07; Submittals with your proposal. These are in addition to attachments required in the Instructions to Proponent).

Proposal Total

Total Proposal (Total of Items 1 through 35) \$ _____

Total Proposal (Total of Items 1 through 35) in words

The undersigned declares that he understands that the quantities shown are approximate only and are subject to either increase or decrease and that should the quantities of any of the items of work be increased, the undersigned agrees to do the additional work at the unit Prices set forth herein, and should the quantities be decreased, the undersigned also understands that payment will be made on the actual quantities installed at the unit proposal Price, and the undersigned will make no claims for anticipated profits for any decrease in the quantities. Actual quantities will be determined upon completion of the job.

The undersigned also agrees that extra work, if any, performed in accordance with the specifications and will be paid for in accordance with the provisions of those Articles. Amounts shall be shown in both words and figures, where indicated. In case of discrepancy, the amount shown in words will govern. The proposal prices shall include all costs of completion of the work except as otherwise specified in the Contract Documents.

The names and residence addresses of all persons and parties interested in the foregoing proposal as principals are as follows:

Give first and last names in full. In the case of a corporation, give name of President, Treasurer and Manager. In the case of a partnership, give names and addresses of members.

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work.

Name (print): _____

Signed: _____

Date: _____

(Space for Corporate Seal)

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

N/A

EXHIBIT D

CITY SECURITY POLICIES

EXHIBIT D
CITY SECURITY POLICIES

SECTION 00001

PART 1 – GENERAL

SCOPE

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

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

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

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

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

1.02 STORAGE AND PROTECTION

A. STORAGE

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

B. PROTECTION

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

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

1.03 EXTENDED STORAGE

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

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

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

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

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

1.02 SECURITY PROGRAM

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

1.03 ENTRY CONTROL

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

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

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

1.04 BARRICADES, LIGHTS AND SIGNALS

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

1.05 RESTRICTIONS

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

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

Prior to the performance of any work the Contractor will comply with the specified Safety/Health and Security Plan.

- 1. Basic pre-employment background checks for criminal convictions, veracity of previous employment and education statements, driving record and financial responsibility as applicable to the position. Record of satisfactory drug/alcohol testing for two years will be provided for those

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

2. Security Education and Awareness training applicable to the job.
3. SOPs for safeguarding City equipment, supplies and property.
4. Certification requested under the SAFETY Act, Homeland Security Act of 2002, if applicable. Provide date and result as requested.
5. Established process for identification of employees PFD including location. Emergency notification procedures.
6. If applicable, procedures for entry permits and badges. Procedures for returning badges upon termination of employment.
7. Anti-terrorism training provided to employees including the state of national alert with appropriate procedures.
8. Emergency evacuation procedures including accounting for employees at a safe haven.
9. Procedures for reporting post-contract criminal convictions and traffic accidents to the Contract Officer or City project manager.
10. SOPs for protecting employees when performing required duties off-site including training for reporting accidents, calling for immediate assistance, job reporting procedures and personal duress codes or alarms.

B. It is not the City's responsibility to verify the Contractor's safety plan for the adequacy and compliance of the plan. The plan shall provide:

1. Identify the person(s) responsible for implementation and enforcement of Safety/Health and Security rules and regulations for this contract.
2. Generally address safe work procedures for the activities within the Contractor's scope of work.
3. Included a new employee orientation program, which addresses job and site specific rules, regulations and hazards.
4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.

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

1.07 PROJECT SAFETY COORDINATOR

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

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

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

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

by the Contractor and approved by the City.

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

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

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

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

C. PROHIBITED ACTIVITIES:

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

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

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

(END OF SECTION)

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

- 1.** If 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.

APPENDICES

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

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ATLANTA, GA 30303
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OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
lscott@atlantaga.gov

March 1, 2016

RE: Project No.: FC- 8766, Annual Contract for Dewatering, Hauling and Disposal Services

Dear Prospective City of Atlanta Bidder:

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

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

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

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

Implementation of EBO Policy

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

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

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

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

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

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified M/FBEs, 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 M/FBEs within the relevant NAICS Codes for such Eligible Project.

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

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

(b) Determination of Violation of EBO Process

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

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

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

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

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

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

Monitoring of EEO Policy

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

Joint Venture Participation on City of Atlanta Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member. **OCC has made the determination non-discriminatory outreach efforts to enter into a joint venture are required for this solicitation.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (EBO-1)

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

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC-8766, Annual Contract for Dewatering, Hauling and Disposal Services

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

Phase 1 Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The dominant NAICS code and trade to be engaged for the above referenced phase is:

562211 Hauling of Hazardous Waste Disposal

The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

17.5% AABE & 13% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

Note: Each Joint Venture (JV) team must submit a signed JV agreement with their bid submittal.

OCC will count M/FBE participation in the form of a certified joint venture partner (self-performing a scope of work), and certified M/FBE subcontractor arrangements. The above referenced goal will be measured against **total contract value inclusive of any change orders and/or miscellaneous modifications** that may occur throughout the life of the project.

Equal Business Opportunity Program Reminders for This Solicitation

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Joint Venture Agreements.** The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

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. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
5. SBO/EBO Ordinance. The EBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 - 1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
7. 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 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 race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (Majority, EBO and Non-EBO Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE -- Hispanic Business Enterprise, FBE -- Female Business Enterprise, APABE -- Asian (Pacific Islander) American Business Enterprise

Company Name: _____ Project Name: _____ FC#: _____

Printed Signature: _____ Date: _____

(THIS PAGE SHALL BE SUBMITTED FOR EACH M/FBE FIRM)

LETTER OF INTENT

Minority or Female Business Enterprise

Proponent Name: _____
Address: _____
City: _____ State: _____ Zip: _____

M/FBE Firm: M/FBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

M/FBE Contact Person: Name: _____ Phone: (____) _____

Expiration Date of M/FBE Certification: _____

M/FBE is performing as: Prime Contractor Sub contractor Joint Venture Member

Work item(s) to be performed by M/FBE	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL M/FBE			

The bidder/offeror is committed to utilizing the above-named M/FBE firm for the work described above. The estimated participation is as follows:

M/FBE contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named M/FBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) (Title)

(signature) (date)

* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

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. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to **construction projects only** and is subject to review by AWDA on a case by case basis for applicability. Once AWDA has made the determination that the First Source Jobs Program is applicable, the successful prime contractor (and all subcontractors associated with the awarded project) 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. **AWDA has determined that the First Source Jobs Program is applicable for this project.** For more specific information about the First Source Jobs Program contact:

**Michael Sterling
Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3000**

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

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: _____

FORM 4

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

This _____ day of _____, 201__.

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

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

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

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

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

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

Contractor

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B

INSURANCE & BONDING REQUIREMENTS

FC-8766 Annual Contract For Dewatering, Hauling and Disposal Services

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

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

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

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

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

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

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

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

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

5. Agent Acting as Authorized Representative

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

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

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

6. Certificate Holder

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

7. Project Number & Name

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

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

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

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self Insured Retentions, Deductibles or Similar Obligations

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

A. 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**

B. Commercial General Liability Insurance

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

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

C. 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.

D. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$3,000,000 per occurrence**.

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

E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

F. Pollution Liability

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

G. Performance Bond and Payment Bond

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

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