

REQUEST FOR PROPOSALS

FOR

FC-8828

COMPREHENSIVE TRANSPORTATION PLAN

UPDATE



City of Atlanta

Tim Keane
Commissioner

Department of Planning and Community Development

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



CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
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CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
asmith@atlantaga.gov

April 28, 2016

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement (“DOP”), a proposal for **FC-8828 Comprehensive Transportation Plan Update**. The City of Atlanta (the “City”) is soliciting proposals from qualified firms to update the City’s existing Comprehensive Transportation Plan (“CTP”) known as the Connect Atlanta Plan. The CTP Program provides assistance to local governments by clearly defining city-wide goals, needs, and priorities, which support county and city comprehensive plans. Each CTP will address connections between land use and transportation, giving explicit consideration to the ability of recommendations to support local and regional land use plans. The objective of the City Design and CTP Update is to set a long-term vision and implement actions as Atlanta continues to build a world class, sustainable transportation system in a growing and evolving city.

A **Pre-Proposal Conference** will be held on **Wednesday, May 11, 2016, at 11:00 A.M. EDT**, at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from Department of Planning and Community Development, Risk Management, Office of Contract Compliance, Atlanta Workforce Development Authority and the Ethics Office available at the conference to discuss this project and to answer any questions. Attendance at the Pre-Proposal Conference is strongly encouraged.

Proponents will be allowed to ask questions during the Pre-Proposal Conference on **May 11, 2016**. However, please note that oral answers to questions during the Pre-Proposal Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Monday, May 16, 2016, at 1:00 P.M. EDT**.

Your response to this Request for Proposals (“RFP”) must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EDT, Wednesday, May 25, 2016**.

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



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

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

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 April 25, 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 Teresa Slayton, CPPB, CPP, CPPM, GCPM, GCPA, 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 tslayton@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 the best interest of the City.

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

Sincerely,



Adam L. Smith

ALS/ts/jew

FC-8828, Comprehensive Transportation Plan Update

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PART I

Information and Instructions to Proponents

PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

- 1. Services Being Procured:** This Request for Proposals (“**RFP**”) from qualified proponents (“**Proponent**” or “**Proponents**”) by the City of Atlanta (the “**City**”), on behalf of its Department of Planning and Community Development (“**DPCD**”) is soliciting proposals from qualified firms to update the City’s existing Comprehensive Transportation Plan (“**CTP**”) known as the Connect Atlanta Plan. The CTP Program provides assistance to local governments by clearly defining city-wide goals, needs, and priorities, which support county and city comprehensive plans. The CTP will address connections between land use and transportation, giving explicit consideration to the ability of recommendations to support local and regional land use plans. The objective of the City Design and CTP Update is to set a long-term vision and implement actions as Atlanta continues to build a world class, sustainable transportation system in a growing and evolving city.
- 2. Scope of Services:** A more detailed Scope of Services (“**SOS**”) sought in this procurement is set forth in Exhibit A – Scope of Services attached to the Services Agreement (“**Services Agreement**”); **Contract No. FC-8828 Comprehensive Transportation Plan Update**, included in this RFP at Part 5.
- 3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances, including its Procurement and Real Estate Code and the particular method of source selection for the work sought in this RFP is Code Section 2-1189; Competitive Sealed Proposal. 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 Qualifications; 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. Proponent must be able to demonstrate successful completion of at least five (5) projects performed in the United States by team members during the past seven (7) calendar years.
 - 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.
 - 4.4. Proponent must meet the Disadvantaged Business Enterprises (DBE) goals specified in Appendix A – Office of Contract Compliance Requirements..
- 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 **Wednesday, May 25, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.

7. A **Pre-Proposal Conference** will be held on **Wednesday, May 11, 2016, at 11:00 A.M. EDT**, at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from Department of Planning and Community Development, Risk Management, Office of Contract Compliance, Atlanta Workforce Development Authority and the Ethics Office available at the conference to discuss this project and to answer any questions. Attendance at the Pre-Proposal Conference is strongly encouraged.

8. Proposal Guarantee:

8.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the Maximum Payment Amount. At the option of the Proponent, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City (**Form 8, Proposal Bond**). A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.

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

9. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Teresa Slayton, CPPB, CISM, CPP, CPPM, GCPM, GCPA, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303, by fax (404) 979-7356 or e-mail tslayton@atlantaga.gov **on or before Monday, May 16, 2016, at 1:00 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 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.]”.

- 12. 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.
- 13. 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.
- 14. 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 and Form 4.1; Certification of Insurance Ability**, indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.
- 15. 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.
- 16. Examination of Proposal Documents:**
 - 16.1. 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.
 - 16.2. 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.

16.3. 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.

16.4. 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.

17. Oral Presentations: 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.

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

19. 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.

20. 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.

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

PART II

Content of Proposals and Required Submittals

Part 2
Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
 - 1.1. Informational Proposal; and
 - 1.2. Cost Proposal (Form provided by City at Part 5; Contract Services Agreement; Exhibit A.1-Cost Proposal). Exhibit A.1-Cost Proposal will become part of the Professional Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.
2. **Informational Proposal:** An Informational Proposal is comprised of two (2) sources of information:
 - 2.1. Volume I, information drafted and provided by a Proponent; and
 - 2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

The Informational Proposals must be tabbed as indicated to reflect the sections listed in the 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. Team Organization;
 - 3.1.1.3. Experience and Qualifications of Key Personnel;
 - 3.1.1.4. Overall Experience, Qualifications and Performance on Similar Projects; and
 - 3.1.1.5. Project Approach and Management Plan
 - 3.1.2. Information Provided by a Proponent on Forms Provided by the City: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1. Forms attached to this RFP at Part 4: This information should be included in **Volume II** of the Proposal:
 - 3.1.2.1.1. Form 1; Georgia Illegal Immigration Reform and Enforcement Act (IIREA) Form;
 - 3.1.2.1.2. Form 2; Contractor Disclosure Form and Questionnaire;
 - 3.1.2.1.3. Form 3; Proponent Financial Disclosure;
 - 3.1.2.1.4. Form 4.1; Certification of Insurance Ability
 - 3.1.2.1.5. Form 4.2; Certification of Bonding Ability

- 3.1.2.1.6. Form 5; Acknowledgment of Addenda;
- 3.1.2.1.7. Form 6; Proponent Contact Directory;
- 3.1.2.1.8. Form 7; Reference List;
- 3.1.2.1.9. Form 8; Proposal Bond;
- 3.1.2.1.10. Form 9; Required Submittal Checklist; and
- 3.1.2.1.11. Authority to Transact Business in the State of Georgia.

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

- 3.1.2.2. Forms attached to Services Agreement attached to this RFP at Part 5:
 - 3.1.2.2.1. Exhibit A.1-Cost Proposal (**This should be included in a separate sealed envelope and labeled “Cost Proposal”**); and
 - 3.1.2.2.2. Appendix A; City’s OCC Programs; Office of Contract Compliance Submittals.

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

3.2.1. Executive Summary (Tab in Volume I)

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

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

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project. Discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/ 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. Summary of Approach. Provide information on the proposed approach to providing services that meet the scope of work.

3.2.2. Team Organization (Tab in Volume I):

The Proponent's Team Organization 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 Project Manager and other key members of the management team;

- 3.2.2.2. providing an Introduction of Proposed Professional Team (“Team”) (suggested maximum of five (5) pages);
- 3.2.2.3. providing total number of professionals to be assigned to this project;
- 3.2.2.4. providing the number of proposed employees, and/or consultants assigned to the Team;
- 3.2.2.5. providing a list of team personnel with each team member’s name, project assignment, associated firm, individual professional license(s) or certification(s) and confirmation if licensed or certified in Georgia;
- 3.2.2.6. providing a table that summarizes the involvement and role of each of the key personnel discussed in the “Team Organization;”
- 3.2.2.7. providing a descriptive 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;
- 3.2.2.8. providing the names of proposed employees, consultants and/or team members for each task, a brief description of their experience and their responsibilities;
- 3.2.2.9. providing a narrative description of the Team, and all proposed Subcontractors and/or Subconsultants;
- 3.2.2.10. providing a narrative description of the role assigned to the Consultant and/or Team members of all proposed Subcontractors; and
- 3.2.2.11. providing the percent availability and percent commitment of Key team members to the project during the various stages of the project.

3.2.2. Experience and Qualifications of Key Personnel (Tab in Volume I):

- 3.2.3.1. Identify and provide resumes for the individuals that the Proponent will use as Key Personnel. Proponents should highlight familiarity and experience with the City of Atlanta, experience preparing innovative, multi-modal transportation plans, including comprehensive transportation plans, and experience with robust and innovative community engagement. Key Personnel may include but not be limited to the following:
 - 3.2.3.1.1. Project Manager – Minimum of ten (10) years of experience working on projects similar in scope, highlighting experience and ability to communicate skillfully and effectively as part of a team, including the ability to successfully communicate complex transportation trade-offs with a diverse array of community members and organizations, and gain and incorporate feedback in a meaningful way;
 - 3.2.3.1.2. Project Architect – Minimum of ten (10) years of experience working on projects similar in scope;
 - 3.2.3.1.3. Program Manager – Minimum ten (10) years of experience working on projects similar in scope; and
 - 3.2.3.1.4. A Team (Consultants) – Minimum of five (5) years of experience working on projects similar in scope.

- 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:
 - 3.2.3.2.6.1. client name;
 - 3.2.3.2.6.2. project description;
 - 3.2.3.2.6.3. project value;
 - 3.2.3.2.6.4. role of the individual;
 - 3.2.3.2.6.5. the original contract schedule to start and complete the project; and
 - 3.2.3.2.6.6. the actual start and completion dates of the project.
- 3.2.3.3. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

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

- 3.2.4.1. Proponent should detail their relevant experience, qualifications, performance, and capabilities for performing the services outlined in the Exhibit A, Scope of Services.
- 3.2.4.2. A detailed history for Proponent's and subconsultants' work performing the services outlined in the Scope of Services, including:
 - 3.2.4.2.1. Relevant project experience on completed projects in the United States within the last seven (7) years, minimum of five (5) projects for the prime firm and two (2) for each subconsultant;
 - 3.2.4.2.2. Relevant project experience on completed projects in the State of Georgia within the last seven (7) years, minimum of eight (8) projects for the prime firm and four (4) for each subconsultant;
 - 3.2.4.2.3. Relevant project experience on completed projects in the City of Atlanta and surrounding areas within the last ten (10) years, minimum of eight (8) projects for the prime firm and four (4) for each subconsultant;
 - 3.2.4.2.4. Percentage of work to be performed by prime firm;
 - 3.2.4.2.5. Percentage of work to be performed by each subconsultant, role each subconsultant will play in the project and if the prime firm has worked with the subconsultant previously;
 - 3.2.4.2.6. Proponents individual resumes for each team member;

- 3.2.4.2.7. For each Resume provided, each Proponent must provide a minimum of two (2), two (2) page letters of recommendation from clients for whom that employees, consultants and/or team member held a similar role in the past seven (7) years. The letter must state at a minimum:
- 3.2.4.2.8. Contact name, position, address, phone number, email address;
- 3.2.4.2.9. Name of the project, and the project location;
- 3.2.4.2.10. Description of the project; Dates of the project milestones, including the date of completion;
- 3.2.4.2.11. Original contract amount and actual sum paid. Explain the reason for any significant differences; and
- 3.2.4.2.12. Include a back-up personnel plan.

3.2.5. Project Approach, Technical Approach and Management Plan (Tab in Volume I): Based on the Proponent's Organizational structure, describe how the Proponent will manage the Services to ensure cost-effective well-designed and implemented plan, 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 and coordinate with the City;
 - 3.2.5.2.5 assure the City that each individual task will be kept within any established time and budget constraint;
 - 3.2.5.2.6 identify the tools that are intended to be used to manage these project elements;
 - 3.2.5.2.7 proponent's proposed method to identify and resolve issues during the project duration; and
 - 3.2.5.2.8 Make critical decisions and describe the management process the Proponent will implement to ensure all work and services performed are to the highest quality;
- 3.2.5.3 The Technical Approach should respond to the Scope of Services of this RFP.
 - 3.2.5.3.1 Proponents should submit a well-developed technical approach, incorporating quality control/quality assurance, attention to detail, and communication/coordination processes;
 - 3.2.5.3.2 For each Task, describe how the requirements and objectives will be met;

- 3.2.5.3.3 Proponents should highlight their approach to analyzing the current state of travel within the City of Atlanta using, not only existing data such as traffic counts and transit ridership, but also finding new ways to estimate and collect data on travel by bicycle, walking, and shared services such as Uber, Lyft, and Zipcar as well as finding new and creative ways to accurately measure travel patterns across all modes and travel types will help Atlanta understand and measure travel today and in the future;
- 3.2.5.3.4 Proponents should highlight their approach to evaluating the broadest menu of transportation options for Atlanta including all forms of public transit, emerging technologies, and bicycle and pedestrian infrastructure; and
- 3.2.5.3.5 Proponents should highlight their approach to including best practices from across the country and around the world, including best practices on speed management, affordable transit systems, innovative bikeway design, ITS, and travel demand management;
- 3.2.5.3.6 All proposals must be comprehensive and include a detailed and complete project timeline to go along with their narrative; and
- 3.2.5.3.7 The approach should include a description of the Proponent's process as it pertains to research and data gathering, approaches, techniques and procedures used to ensure accurate and comprehensive sets of deliverables.

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, and the proposal should be the cost for each type of service. 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 seven (7) copies in a separate envelope.**

5. **Submission of Proposals:**

- 5.1 A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8828, Comprehensive Transportation Plan Update** and the time and date specified for receipt. The name and address of the Proponent must also be clearly printed on the outside envelope or package. All Proposals must be submitted to:

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

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

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

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

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

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

- A. The responsiveness of a Proponent is determined by, but not limited to, the following:
 - 1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
 - 2. The completeness of all material, documents and/or information required by the City; and
 - 3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

- B. The responsibility of a Proponent is determined by, but not limited to, the following:
 - 1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
 - 2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
 - 3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
 - 4. The quality of performance of previous contracts or work;
 - 5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
 - 6. The sufficiency of the financial resources and ability of the Proponent to perform Agreement for providing the Work;
 - 7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
 - 8. The successful Proponent shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

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 III

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
5	Cover Letter/ Executive Summary	
10	Team Organization, Organization Chart and Consultant(s) Requirements	
10	Experience and Qualifications of Key Personnel	
20	Overall Experience, Qualifications, Years of Experience and Performance on Previous Similar Projects	
15	Project Approach and Management Plan	
15	OCC Programs	
10	Financial Capability	
15	Cost Proposal	
100%	TOTAL SCORE	

PART IV

Required Submittals Forms

PART 4: REQUIRED SUBMITTAL FORMS

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

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

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

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

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

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

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

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

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: FC-8828, Comprehensive Transportation Plan Update

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20__

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: FC-8828, Comprehensive Transportation Plan Update

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.

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**

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

D. REPRESENTATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__

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

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

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

Subscribed and sworn to or affirmed by _____ **(name), as the**

(title) of _____ **(entity or partnership name)**
this ____ **day of** _____, 20__.

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

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

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

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

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

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

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

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

	<u>Year: 2013</u> (Thousands)	<u>Year: 2014</u> (Thousands)	<u>Year: 2015</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20____

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

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

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

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

(a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;

(b) Insurer has reviewed the Agreement attached to the solicitation for Project Number: FC-8828, Comprehensive Transportation Plan Update (“**Project**”) and its corresponding **Appendix for Insurance Requirements**;

(c) Insurer certifies that if, as of the date written above, _____ (“**Proponent**”) was selected as the successful Proponent for the Project, Insurer would provide insurance to Proponent for this Project in accordance with the terms set forth in the corresponding **Appendix B for Insurance Requirements**; and

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

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

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

Authorized Signatory

By: _____

Print Name: _____

Title: _____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

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

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

(a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;

(b) Surety has reviewed the Agreement attached to the solicitation for Project Number: FC-8828, Comprehensive Transportation Plan Update (**"Project"**) and its corresponding **Appendix B for Insurance and Bonding Requirements**;

(c) Surety certifies that if, as of the date written above, _____ (**"Proponent"**) was selected as the successful Proponent for the Project, Surety would provide bonding to Proponent for this Project in accordance with the corresponding **Appendix B for Insurance and Bonding Requirements**; and

(d) **Surety only:** The Surety states that Proponent's uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Proponent or that Proponent will have the bonding capacity noted above at the time of contract execution for this Project.

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

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

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

By: _____

Print Name: _____

Title: _____

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

Required Submittal (FORM 5)

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-8828, Comprehensive Transportation Plan Update**:

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-8828, Comprehensive Transportation Plan Update**, 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-8828, Comprehensive Transportation Plan**, 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-8828, Comprehensive Transportation Plan Update**. The money payable on this Bond shall be paid to the OBLIGEE, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

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

Corporate Proponent:
[Insert Corporate Name]

Signature: _____
Print Name: _____
Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

Signature: _____
Print Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

SURETY:

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

Required Submittal (FORM 9)

Required Submittal Checklist

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

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

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

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

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/Conceptual Submittal (Project Approach)	
2	Volume II - Office of Contract Compliance (Appendix A Required Submittals Forms)	
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"/> Authority to Transact Business in Georgia	
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: _____	

**AUTHORITY TO TRANSACT
BUSINESS IN GEORGIA**

AUTHORITY TO TRANSACT BUSINESS IN GEORGIA

FC-8828; Comprehensive Transportation Plan Update

(Copy of authorization must be included in Proposal)

PART V

Draft Service Agreement

SERVICES AGREEMENT; CONTRACT NO. FC-8828

FC-8828, Comprehensive Transportation Plan Update

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

Contract Name: Comprehensive Transportation Plan Update	Contract No. FC-8828
Consultant Name:	City of Atlanta
Address:	Using Agency: Department of Planning and Community Development Address: City of Atlanta Trinity Avenue, SW; Suite 4310 Atlanta, GA 30303
Phone:	Phone: 404-865-8987
Fax:	Fax: 404-522-8910
Authorized Representative:	Authorized Representative: Jon

1. Background.

1.1 City desires to obtain from Consultant the services ("Services") described on **Exhibit A** attached.

1.2 Consultant shall not exceed compensation amount payable by City during the initial term of this Agreement ("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. This Agreement shall commence on the Effective Date and end on _____. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for Zero (0) additional one (1) year terms according to the following procedure:

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

2.2.2 If such legislation is enacted, within fifteen (15) days of such enactment, City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. Interpretation.

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

3.2 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

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

5. Services.

5.1 Description of Services. Consultant agrees to provide to City the Services per this Agreement. **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, then 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 Consultant Personnel required for the proper performance of Services shall be furnished by and be under the control of Consultant. Consultant shall be

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.

² 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.

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

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, 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").³ 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 Consultant 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 Consultant pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(a) 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 Consultant describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, Consultant shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Consultant.

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

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

³ 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 Consultant and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Consultant with comments regarding a Proposed Change Document, and Consultant shall respond to such comments, if any. A Proposed Change Document from Consultant will become effective only when executed by an authorized representative of City.

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

5.4 Suspension of Services. City may, by written notice to Consultant, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Consultant shall, 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. Consultant's Obligations

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

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

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

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Consultant 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 Consultant subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Consultant shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6 Key Consultant Personnel and Key Subcontractors.

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

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

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

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

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

6.7 Conflicts of Interest. Consultant shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may

arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

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

7. City's Authorized Representative.

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

7.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Consultant hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Work Product, Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product, Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Consultant shall revise the items until they meet the approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures

8.1 General. City will be obligated to pay Consultant any amount in addition to the Charges for Consultant's provision of the Services. Consultant Personnel hourly rates, reimbursement expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Consultant 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**, Consultant shall invoice City monthly for Services rendered.

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

8.4 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 Consultant in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.

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

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

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

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

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

9.4 Materials and Equipment. Any equipment or materials provided by Consultant shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of

their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

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

10. Compliance with Laws.

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

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

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

11. Confidential Information.

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

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

the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items, collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Provider's or its contractors' works of authorship comprised within the work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

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

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

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

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

Section and to take all actions necessary, in Consultant's name, with the same force and effect as if performed by Consultant.

13. Audit and Inspection Rights.

13.1 General.

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

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

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

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

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

14. Indemnification by Consultant.

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

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

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

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

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

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

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

15. Limitation of Liability.

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

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

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

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

18. Termination.

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

(a) for a material breach of the Contract Documents by Consultant that is not cured by Consultant within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Consultant that is not reasonably curable within seven (7) days;

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

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant's obligations under this Agreement or is in violation of any City Ethics Ordinances.

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

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

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate the Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Consultant waives any claims for damages, including loss of anticipated profits. As Consultant's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs of Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Consultant in its business within the thirty (30) days following termination. If requested, Consultant shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during 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, Consultant shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement on 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 Consultant.

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

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

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the **Section titled "Confidential Information"**, which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party shall be entitled to appropriate equitable relief in addition to whatever remedies it may have at law.

20. General.

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

certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

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

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

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

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

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

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

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

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

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

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

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

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

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

City of Atlanta

[Contractor]

Mayor

Municipal Clerk (Seal)

Approved:

**Department of Planning and
Community Development**

Chief Procurement Officer

Approved as:

City Attorney

By:

Name:

Title:

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

DRAFT

Exhibit A

Scope of Services

INTRODUCTION

City of Atlanta Comprehensive Transportation Plan Update

Project Goals and Local Background

In 2008, the City of Atlanta adopted its first citywide Comprehensive Transportation Plan (CTP) locally branded the Connect Atlanta Plan. The forthcoming CTP will be a major update to the existing Connect Atlanta Plan. Additionally, the city is beginning a new planning effort, the Atlanta City Design process. The CTP Update will be fully integrated into this larger citywide effort, essentially functioning as a project within a project.

The City of Atlanta is committed to bringing the best policies and practices of other cities around the nation and the world to build upon our existing infrastructure and assets. The City Design and CTP Update will set the long-term vision and implementation actions as Atlanta continues to build a world class, sustainable transportation system in a growing and evolving city. The final CTP Update will be incorporated into the City Design plan and will be adopted by the Mayor and City Council.

The successful consultant or team of consultants will demonstrate experience with the following skills and tasks:

- Communicating skillfully and effectively as part of a team, including the ability to successfully communicate complex transportation trade-offs with a diverse array of community members and organizations, and gain and incorporate feedback in a meaningful way.
- Analyzing the current state of travel within the City of Atlanta using, not only existing data such as traffic counts and transit ridership, but also finding new ways to estimate and collect data on travel by bicycle, walking, and shared services such as Uber, Lyft, and Zipcar. Finding new and creative ways to accurately measure travel patterns across all modes and travel types will help Atlanta understand and measure travel today and in the future.
- Evaluating the broadest menu of transportation options for Atlanta including all forms of public transit, emerging technologies, and bicycle and pedestrian infrastructure.
- Understanding of urban transportation including best practices from across the country and around the world. Applicants should be familiar with best practices on speed management, affordable transit systems, innovative bikeway design, ITS, and travel demand management.

Regional Background

The CTP Program assists local governments by clearly defining city-wide goals, needs, and priorities. While ARC typically completes needs assessments and transportation plans focusing on regional needs and solutions, a successful local transportation plan and program is also critical. Local transportation plans are a key mechanism in which governments define programs and projects they are prepared to support and assist in funding. It is a critical program objective that these identified priorities will form the basis for future funding requests submitted to ARC and GDOT during Transportation Improvement Program (TIP) and Regional Transportation Plan (RTP) update cycles. No RTP can be successfully implemented without local support for plan goals, programs, and projects.

Transportation plans resulting from the CTP Program will support county and city comprehensive plans. Projects identified through a collaborative, city-level, transportation plan will receive additional consideration during project funding cycles.

Each CTP will also address connections between land use and transportation, giving explicit consideration to the ability of recommendations to support local and regional land use plans. Land use linkages and access management will be examined and considered in CTP recommendations. ARC will give priority to areas making substantial progress on implementing CTP-supportive land use measures in future TIP/RTP updates. Criteria to monitor the achievement of land use goals and for tracking project and program implementation will be developed by ARC.

Approximate distribution is as follows, but applicants should develop their own fee schedule.

1. Project Management (approximately 10% of budget)
2. Community Engagement (approximately 20% of budget)
3. Inventory of Existing Conditions (approximately 5 to 10% of the budget)
4. Vision, Goals, and Needs Assessment (approximately 5 to 10% of budget)
5. Recommendations (approximately 35% of the budget)
6. Final Deliverables (approximately 20% of the budget)

SCOPE OF SERVICES

CITY OF ATLANTA COMPREHENSIVE TRANSPORTATION PLAN UPDATE

Required and Optional Services

This contract will be awarded for the full amount of \$1,250,000.00. Proposals should include a base proposal fee for all required services within the scope of services, broken down by task and sub-task. Proposals should also include a proposed fee for most, if not all, of the optional services. As appropriate, the proposal should clearly document any clarifications or assumptions particular to a proposal or fee proposal. Where an optional task is open ended, applicants should focus on optional services that draw upon their experience and expertise. The selected Consultant will be contracted to include the base scope of services along with some or all of the optional services.

Study Area

- Entire City of Atlanta
- To promote coordinated planning efforts, all land within three miles of the City of Atlanta may be considered

Schedule

The City of Atlanta CTP Update planning process must conclude prior to September 30, 2017.

Notes on Team and Project Manager

Consultant teams that are too large will be penalized in the scoring regime. Proposed project manager should be familiar with the City of Atlanta. The City of Atlanta is a dynamic and diverse community; the best project manager must be able to effectively communicate throughout the city and tailor their message to meet the needs of the varied neighborhoods, community and business groups, and advocacy organizations that will be part of the process.

Experience section of the proposal

Each proposal must include project profiles of recently completed work. Project profiles must have been completed by proposing staff.

Build on Recent Studies. Coordinate with ongoing Studies.

- Atlanta's Project Greenspace (2009)
- Cargo Atlanta: A Citywide Freight Study (2015)
- City of Atlanta Climate Change Action Plan (2015)

- City of Atlanta Streetcar System Plan (2015)
- Comprehensive Development Plan (2011)
- Connect Atlanta Plan (2008)
- Cycle Atlanta: Phase 1.0 Study (2015)
- Cycle Atlanta: Phase 2.0 Study (kickoff expected in 2016)
- Downtown Atlanta Parking Assessment (2014)
- Downtown Atlanta Transportation Study and update to the Imagine Downtown Study (kickoff expected in 2016)
- Georgia Institute of Technology Bicycle Master Plan (2015)
- Georgia State University Bicycle Master Plan (ongoing)
- MARTA and Atlanta Streetcar expansion federal environmental studies (ongoing)
- Midtown Atlanta Comprehensive Transportation Study (ongoing)
- Midtown Atlanta Parking Study and Action Plan (2015)
- Move Atlanta: A Design Manual for Active, Balanced, & Complete Streets. (adoption pending)
- Oakland City LCI Update Study (ongoing)
- Transit Oriented Atlanta: A Strategy for Advancing Transit-Oriented Development (2015)
- Turner Field LCI Study (ongoing)

Task 1: Project Management (approximately 10% of budget)

The Project will require ongoing project management to ensure coordinated, timely, and thorough deliverables. The Project Team as referenced in this document will be led by the DPCD Office of Planning and may include, as necessary, representatives from other city Departments and partner organizations (such as Invest Atlanta, Atlanta BeltLine, Inc, and CIDs).

Task 1.1: Project Management and Community Engagement Plan

The Consultant will work with DPCD staff to develop a Project Management and Community Engagement Plan (PMCEP). DPCD will approve final PMCEP. At a minimum, the PMCEP will include:

- Overall schedule
- Community engagement schedule
- Plan to meet project milestones
- Communications protocol
- Process for addressing concerns/issues
- City staff review process .
- Community outreach and communications strategies
- Communications and on-line process and protocol
- City Design style guide

Timeframe:

- One month from Notice to Proceed

Deliverables:

- Project Management Plan

Task 1.2. Project Management Meetings

The Consultant will lead biweekly (every two weeks) meetings with the DPCD Project Manager. These meetings may include other members of the Project Team, as necessary, to discuss the overall project, any interdependent tasks, and coordination with the City Design process. The Consultant will be responsible for creating and distributing the agenda for these meetings 24 hours before the meeting. The Consultant will be responsible for creating and sending out a meeting summary and action items from the meeting. The project management meetings are separate and in addition to any task management meetings, which should be accounted for within those tasks. The meetings described here pertain to contract administration, overall project budget, scope, and timeline.

Timeframe:

- Biweekly for the duration of project

Deliverables:

- Agendas, meeting summary, and action items from each biweekly meeting

Task 1.3. On-going Project Management

The Consultant will maintain the contract scope, schedule, and budget, as needed. Consultant will also work closely with the DPCD Project Manager to ensure coordination between various efforts and tasks within the Project. Consultant is responsible for communicating any budgetary or scheduling issues to the project team as soon as they are identified. Similarly, the Consultant will communicate if a task request is outside of the original Scope of Services or Project Management Plan.

Timeframe:

- Duration of project

Deliverables:

- Monthly status reports included with invoices

Task 2: Community Engagement (approximately 20% of budget)

All aspects of community engagement will be conducted in coordination with the City Design planning process. All community meetings will be supported by DPCD staff. Consultant will not overstaff meetings. All community engagement materials will be consistent with the style guide.

Task 2.1 On-line engagement and Photo Sharing Environment

Community engagement will include a myriad of far reaching and multi-platform engagement strategies, which will make public engagement accessible and bring new stakeholders into the planning process. The Consultant will develop on-line tools such as a website and photo sharing environment to assist in conducting outreach and engagement throughout the planning process. The PMCEP from **Task 1.1** will develop the specific framework for the on-line tools and photo sharing site. Working in conjunction with the DPCD project manager, the Consultant will also be responsible for content required for the on-line tools and photo sharing site and all updates as needed throughout the planning process. The website will include tools for participation and input, interactive map tools for commenting on and nominating projects, an environment for nominating and commenting on policies, strategies or initiatives, and interactive tools that help participants weigh trade-offs in transportation decision making and funding. The Consultant will be responsible for hosting the website during the planning process. The website will be designed to transition to the city server and become a post-planning website.

The photo sharing environment will provide for a wide array of opportunities to share photos that may include (1) great streets from Atlanta and other cities, (2) a way to connect great photos from other places to opportunities in Atlanta, (3) opportunities for improvement in Atlanta, and (4) opportunities to submit and vote on photos to include in the final report and materials.

Timeframe:

- Initial launch of the website and photo sharing environment within six weeks of Notice to Proceed
- Duration of the project

Deliverables:

- Website with ongoing updates
- Photo sharing environment with ongoing updates
- Periodic summaries of public feedback and/or survey results

Task 2.2. Community Meetings/Work Sessions

The Consultant will conduct three series of community meetings/work sessions with the public. Each meeting series will include one meeting in each of four planning areas for a

total of 12 community meetings. The series agenda and schedule will be detailed within the PMCEP from **Task 1.1**, but they will likely align with the (A) visioning, (B) needs assessment, and (C) recommendations development phases of the project. In general, each series will include four relatively similar meetings. Each meeting will include an interactive component for gathering input and feedback from the public. The Consultant will prepare a survey instrument for each series of meetings to be available at each meeting and shared digitally.

The Consultant will be responsible for preparing meeting materials, handouts, presentations, etc. The Consultant will be responsible for preparing and distributing announcements and advertisements of meeting material.

The DPCD Project Manager will be responsible for identifying potential meeting locations, reserving City of Atlanta meeting locations, and reviewing and approving all meeting materials. (City of Atlanta meeting locations may not be available, in which case, the Consultant will locate and reserve the meeting location.) The DPCD Project Manager will be responsible for helping distribute meeting announcements and advertisements through City of Atlanta channels.

A complete “dry run” of each community meeting will occur at least one week prior to the first meeting in each of the three series.

Deliverables:

- Materials for each working session including agenda, presentation deck, and any facilitation materials
- Meeting summaries and sign-in sheets

Task 2.3. Open Houses

Near the completion of the Recommendations phase of the project, prior to finalization of the Final Deliverables phase of the project, the Consultant will host three Open Houses within the City of Atlanta to share the final recommendations.

The Consultant will be responsible for preparing meeting materials, handouts, presentations, etc. Meeting material must clearly connect previous engagement efforts to the recommendations. Meeting material will include a summary of previous engagement efforts. The Consultant will be responsible for preparing and distributing announcements and advertisements of meeting material.

The DPCD Project Manager will be responsible for identifying potential meeting locations, reserving City of Atlanta meeting locations, and reviewing and approving all meeting materials. The DPCD Project Manager will be responsible for helping distribute meeting announcements and advertisements through City of Atlanta channels.

Deliverables:

- Materials for each working session including agenda, presentation deck, and any facilitation materials
- Meeting summaries and sign-in sheets

Task 2.4. Stakeholder Committee

Consultant to lead three facilitated working sessions with the Stakeholder Committee. These sessions will focus on preparing for upcoming community engagement opportunities and informing and reviewing key decisions within the planning process. The sessions will occur throughout the planning process and the agenda and schedule will be outlined within the PMCEP from **Task 1.1**. The DPCD Project Manager will be responsible for hosting the meetings. The Stakeholder Committee will include an array of stakeholders representing community and advocacy organizations. The Consultant will be responsible for creating the list of attendees preparing meeting materials, inviting attendees, facilitating the meetings, and providing a meeting summary of each meeting.

Deliverables:

- Materials for each working session including agenda, presentation deck, and any facilitation materials
- Meeting summaries and sign-in sheets

Task 2.5. Technical committee

Consultant to lead three facilitated working sessions with the Technical Committee. These sessions will focus on preparing for upcoming community engagement opportunities and informing and reviewing key decisions within the planning process. The sessions will occur throughout the planning process and the agenda and schedule will be outlined within the PMCEP from **Task 1.1**. The Technical Committee will include an array of technical stakeholders including staff from partner organizations, ARC, GDOT, MARTA, GRTA, and other organizations operating transit in the city. The DPCD Project Manager will be responsible for creating the list of attendees and hosting the meetings. For each meeting, the Consultant will be responsible for preparing meeting materials, inviting attendees, facilitating the meeting, and providing a meeting summary.

Deliverables:

- Materials for each working session including agenda, presentation deck, and any facilitation materials
- Meeting summaries and sign-in sheets

Task 2.6. Interviews

The Consultant will conduct up to 30, 45-minute interviews with commercial property owners, partner organizations, and community organizations. One or more individuals may participate in each of the 30 interviews. A summary of the information gathered in these

interviews will be shared in open and public forums. DPCD Project Manager will provide the list and contact information for interviewees.

Deliverables:

- White paper summary of interviews

Task 2.7. Working Sessions and Planning Coordination Sessions

Consultant to facilitate seven working sessions with City of Atlanta city council, staff and partner organizations. These sessions will focus on making, validating, or finalizing key decisions within the planning process. The sessions will occur throughout the planning process and the agenda and schedule will be outlined within the PMCEP from **Task 1.1**. The DPCD Project Manager will be responsible for creating the list of attendees, meeting invitations, and hosting the meetings. For each meeting, the Consultant will be responsible for preparing meeting materials, facilitating the meeting, and providing a meeting summary.

Consultant to facilitate three specific work sessions with other on-going planning efforts including Cycle Atlanta: Phase 2.0 Study, City Design, Zoning Code Update, Livable Centers Initiative studies, or other ongoing studies to create a level of collaboration between other city consultants, and city departments, to be informed of other on-going efforts, and to create a unifying design palate between the studies if needed.

Deliverables:

- Materials for the work sessions including agenda, presentation deck, and any facilitation materials
- Meeting summary and sign-in sheet of each session

Task 2.8. Social Media and Traditional Media Strategy

Consultants will propose a social media and traditional media strategy. The proposed strategy should include, at a minimum, using the DPCD Facebook page and Twitter handle. Consultants should consider ways to leverage other activities within **Tasks 2**.

Deliverables:

- Develop and execute social media and traditional media strategy

Task 2.9. Additional Outreach Activities

The City anticipates the need for additional outreach will arise throughout the course of the project. Additional outreach may be requested. Consultant shall reserve 10% of their **Task 2** budget for additional outreach activities.

Task 2.10. Smart Phone App (Optional)

As an optional community engagement task, applicants may propose to develop a smart phone app. App must be developed for both the Google and Apple platforms. App could serve a variety of functions that might include:

- Crowdsourcing data collection and inventory efforts such as a sidewalk conditions survey, locations of ADA ramps, bike racks, or bike fix-it stations.
- Mimicking functionality found on the project website
- Expanding access to the photo sharing site.

Timeframe:

- App should be available for download within three months of the Notice to Proceed

Deliverables:

- App available for download for at least 24 months

Task 2.11. Other Community Engagement Activities (Optional)

As an optional task, applicants may propose additional community engagement activities. Creativity is encouraged. Proposals should build on the strengths and successful experiences of the Consultant. Additional activities may include:

- Engagement directed toward seniors and older adults or students
- Engagement directed toward transit dependent/low income communities
- Focus groups
- Neighborhood walks or bike rides
- On-line meetings
- Planning field office hours, studios, or charrettes
- Planning roadshow (create a booth, curriculum, or activity that can be taken to schools, festivals, or events)
- Statistically significant survey
- Topical committees
- Additional activities per applicant discretion

Deliverables:

- Proposals should document recommended deliverables for this task.

Task 3: Inventory of Existing Conditions (approximately 5 to 10% of the budget)

Task 3.1. Inventory of Existing Conditions

With the previously completed 2008 Connect Atlanta Plan serving as a foundation, an update to the CTP's inventory will be conducted of the transportation network and its level of service including existing conditions and recent trends, specifically targeting problem areas and corridors. Adequate data will be collected to allow a thorough assessment that identifies and addresses potential issues and solutions for all subsequent tasks and deliverables. Much of the inventory data will be provided by the City of Atlanta, the Atlanta Regional Commission or a partner organization. The Consultant will be responsible for compiling, updating and quality control on all data collected. At a minimum, the inventory will include all significant:

- Streets, roads and highways (both public and private), including the HOV system and block size
- Bridge inventory and conditions
- Freight corridors, centers, and at-grade railroad crossings
- Roadway ADT, congestion, hotspots/bottlenecks, and speeding
- Car sharing locations (e.g. zipcar)
- Crash locations
- Pavement condition assessment
- Multi-use trails, bicycle facilities and bicycle parking (see optional **Task 3.3**), including existing count data
- Bicycle sharing locations
- Pedestrian facilities (see optional **Task 3.3**)
- Parking facilities (limited to the Downtown and Midtown business districts, and neighborhood commercial districts)
- Public transportation and services
- Airports
- Development policies and regulations as they relate to the transportation system
- Projects and policies recommended by previous plans and LCI studies, including assembly of all street grid plans
- Projects that are funded, partially funded, or within the project development process
- Major employment and retail centers
- Transportation Demand Management policies and programs
- Municipal transportation funding
- Regional Thoroughfare Intelligent Transportation Systems (ITS) and signalization inventory

All inventoried items, as appropriate, must be mapped using ESRI GIS. All GIS files must be provided in a portable ESRI format and conform to ARC data standards. All GIS files must include a data dictionary in the metadata. Much of the inventory data will be provided by the City of Atlanta, the Atlanta Regional Commission or a partner organization. The Consultant will be responsible for compiling, updating and quality control on all GIS data collected.

Data collected may include (and is not limited to) location, facility type (e.g. functional classification), conditions, average daily travel volumes, origin/destination data, traffic counts including turning movements and TIP/RTP programs and projects. The inventory of Streets, Roads and Highways will include current and planned ITS elements and signal systems that are along or could be added to the ARC Regional Thoroughfare Network (RTN): Intersection configurations of signalized intersections, Communication between signals, CCTV, Video Detection, CMS locations and conditions.

The inventory will include a complete compilation of all crash data for the most recent three years available in the GDOT GEARS database. A similar mapping and analysis will be completed for all fatality crashes from 2004 to the most recent year available in the GDOT GEARS database. The crash data must be mapped using ESRI GIS and thoroughly analyzed for crash hot spots, areas, and corridors for potential safety-related projects. The crash analysis will include a special focus on crashes involving people walking and biking.

The inventory will include a complete compilation of ADT, congestion, hotspots/bottlenecks, and speeding. The Consultant will rely on traffic count data from GDOT, the regional transportation model output, and Inrix data provided by the Atlanta Regional Commission. The inventory will include a review of changes in street ADT over time. The Inrix data will be used, at a minimum, to assess congestion, hotspots, and speeding.

The inventory of bicycle facilities will include the entire city. Existing and planned bikeways, sidepaths, multi-use trails, and signed bicycle routes will be identified. The Consultant will assign a rating of quality and stress to each existing and funded bikeways based on criteria to be developed with the DPCD Project Manager, but to include metrics such as vehicle speed, facility type, and ADT. The inventory may include mapping locations of publicly accessible bicycle parking (see optional **Tasks 2.10 and 3.3**).

The inventory of pedestrian facilities will focus within 0.5 miles of rail transit stations and in major employment centers (Downtown, Midtown and Buckhead) and include available data from existing Livable Centers Initiative Studies, corridor studies, or other relevant studies. The inventory will include existing facilities that will need to be brought into future compliance with Americans with Disabilities Act (ADA) requirements for transportation facilities. The inventory may include completing the sidewalk inventory for the entire city (see optional **Task 2.10 and 3.3**).

The inventory of projects and policies recommended by recent plans is intended to help avoid duplicating or conflicting with ongoing or recently completed planning efforts in the study area. The Consultant will coordinate with the Technical Committee to ensure applicable recent plans are included in this inventory.

The inventory of public transportation and services must include existing public transit routes and service areas, ridership, service frequency, existing rights-of-way, major public transit trip generators and attractors and major public transit intermodal terminals and facilities, transit terminals and transfer stations. Access to these facilities for automobiles, car share services, bicyclists, and pedestrians must also be considered.

In addition to data on transportation facilities and policies, **Task 3** will include an assessment of how the city currently funds transportation. This will also incorporate transportation funding trends at the state and federal levels.

The ARC will make the following data available to the Consultant:

- Project Compilation Database
- Modeling Data
- GIS Shapefiles
- Forecasts
- ARC-Sponsored Studies

The City will make the following data available to the Consultant:

- GIS shapefiles
- Previous studies

Deliverables:

Existing conditions information will be incorporated into an approximately five to ten page summary in each implementation strategy document and the overview document. The deliverables for this task will provide the existing condition summary excerpt for each strategy document and the overview document and an interim delivery of all GIS files compiled or created. In addition, a complete white paper summary of existing conditions will be prepared.

- Draft and final existing conditions excerpts including all graphics in MS Word
- Draft and final existing conditions white paper in MS Word to include report excerpts and any additional information not prepared for or included in the implementation strategy documents and the overview document
- Interim delivery of all GIS files

For the final reports, the existing condition excerpts will be incorporated and formatted in Adobe InDesign within each implementation strategy document and the City Design overview document.

Task 3.2. Report of Accomplishments

Consultant will prepare a six to ten page Report of Accomplishments, summarizing implementation efforts since the 2008 Connect Atlanta Plan. The report will draw heavily from the preparation of existing conditions and stakeholder interviews. The report is intended to celebrate the accomplishments since 2008 and highlight the important role the CTP plays in guiding investment decisions within the city.

Deliverables:

- Draft Report of Accomplishments including all graphics in MS Word
- Draft, complete report in InDesign
- Final report in InDesign

Task 3.3. Expanded Inventory of Existing Conditions (Optional)

Consultant may undertake complete inventories of additional existing conditions described below. This work may be proposed to be completed by the Consultant, or it may be crowdsourced through the website, existing app platform, or optional app in **Task 2.10**. Optional items for a complete citywide inventory are:

- Bicycle travel patterns
- Pedestrian travel patterns
- Shared services such as Uber, Lyft, and Zipcar
- Sidewalks
- ADA compliant intersections including ramps, crosswalks, push buttons, and countdown timers
- Bicycle parking
- Bicycle fix-it stations
- Others as proposed by the Consultant

Task 4: Vision, Goals, and Needs Assessment (approximately 5 to 10% of budget)

Task 4.1. Establish Vision and Goals

The Vision will be developed in conjunction with the citywide vision developed within the City Design process. The transportation aspect of the vision will create the guiding framework for crafting the update to the CTP and inform development of the City Design plan. It will also inform the development of each implementation strategy. The Vision will describe an aspirational transportation system for approximately 30 years in the future, and backcast to imagine the policies and investments necessary to get us to that future over time.

The long-term efforts will explore the following questions:

- How much might the city grow (housing and jobs) in the next 30 years? Where will this growth happen and where might it happen given different transportation investments? What land use patterns best support transportation infrastructure and vice versa?
- How will geographic travel patterns change in the future and what will be the magnitude of these flows?
- What transportation trends that would change the nature of urban travel might we imagine in approximately 30 years? (e.g., changes in demographics and the implication for commuter travel patterns, innovations in technology, trends in shared mobility, attitude changes around mode preference, home-working, changes in spatial and temporal commute patterns.)
- How will we serve the future population (including existing and future demand) to maintain mobility and economic competitiveness?
- What are the mobility goals for the transportation sector, including mode split and accessibility goals?
- How can the transportation system serve the geographic and social equity goals of the City?
- What are the environmental sustainability goals for the transportation sector? How can we minimize environmental impacts from the transportation sector, including greenhouse gas emissions and air quality?
- What are the quality of life and safety goals for the transportation system? How can we minimize conflicts between modes? How/where can transportation investments or changes improve the urban environment physically and socially?
- What is our vision (or alternate visions) for the city's transportation system in 30 years that meets the goals above? How will people travel to, from, and around the city?
- What big investments are necessary to get to this vision? What are the big moves in terms of new/expanded/enhanced transportation infrastructure? What corridors would need additional investments in transportation capacity? What "back of

house” investments (e.g. maintenance and storage facilities) will be needed to support this growth?

- How can we optimize our surface transportation networks/allocation of roadway space to help us achieve this vision? How do we resolve tradeoffs between modes?
- What are the big moves in terms of managing transportation demand to help us achieve this vision? What policies will get us there?
- What are the consequences of doing nothing or not implementing the actions that should stem from the vision?
- What strategies should be employed to resolve transportation challenges at a regional scale?
- How does transportation serve a larger economic strategy?

The Vision would create a master multi-modal vision for the 30-year build-out of the transportation system to meet anticipated needs and goals. This vision will inform and lay the foundation for all long-range transportation planning efforts.

A cornerstone of the Vision will be modal and accessibility goals for the city. These goals will include both citywide and district level metrics. The modal goals will, at a minimum, include: drive alone, carpooling, transit, bicycling, walking, and teleworking. Modal goals should be established for both Journey-to-Work Trips and Total Trips. The accessibility goals will also be developed citywide and at the district level. The accessibility goals will, at a minimum, include distance-based proximity to transit, frequent transit (frequent bus and rail), protected bike lane/multi-use trail, sidewalks, car share, and bike share. Modal and accessibility goals will be established for both residents and workers.

Within the context of developing a Vision for the City of Atlanta, the Consultant will prepare high-level transportation goals and objectives, and an evaluation framework for the transportation system. The goals will be high-level policy and value statements about the future transportation system. Objectives would be second-order policy and value statements about same. The evaluation framework would describe the metrics for evaluation without setting specific targets, and would measure the performance of the proposed network in achieving the vision.

Deliverable:

- Vision, goals, and objectives summary will be incorporated within the needs assessment report in **Task 4.3** and within the final overview document, and, as appropriate, within the implementation strategy documents

Task 4.2. Prepare Forecasts

The needs assessment will utilize population and employment growth forecasts from the ARC. These will form the principal planning basis for the study.

In addition to the ARC forecasts, the Consultant will prepare an aggressive/long range growth scenario that results in a city population of approximately 1,350,000 and

approximately 800,000 jobs. The forecast will be informed by the City Design plan and land use policies and Character Areas in the CDP, especially targeting infill growth around existing or near-term rail expansion and within Atlanta's three regional centers (Downtown, Midtown, and Buckhead). The forecasts will be prepared at the TAZ level using the same geography as the ARC.

Deliverable:

- *TAZ-level population, housing, and employment forecasts in MS Excel and ESRI GIS (draft and final)*

Task 4.3. Needs Assessment

Transportation facilities will be assessed to determine if current levels of service and conditions are adequate to meet community needs, vision, and goals. Future needs will be determined based on the capacity of existing facilities and services to achieve the community needs, vision, and goals, or if improvements are needed to accommodate growth and protect natural and cultural resources. In addition to the activities specifically described below, the needs assessment must include all activities necessary to inform preparation of the overview document, implementation strategies, and other final deliverables included in **Task 6**.

The analysis will address the need to improve or utilize transportation facilities during the planning period in a way that will preserve and enhance the existing system, provide a safe and efficient transportation network, and enhance mobility and accessibility. Steps to eliminate or shorten trips, or increase trip reliability will be a key focus of the needs assessment. This includes exploring shortcomings and opportunities within Transportation Demand Management (TDM) techniques, land use policy, and access management in addition to capital investment in streets and transit. The needs assessment will also focus on alternatives to improve operations along the RTN and identify needed ITS and signalization strategies. Analysis will identify needed intersection signalization and other ITS Enhancements to address both existing and projected deficiencies. Special attention will be given to providing safe, complete, and low-stress pedestrian and bicycle connectivity to schools, employment centers, and rail transit stations and stops. Particular attention may be given to specific geographic areas, transportation corridors, modes, solutions, issues or other areas, such as crash hot spots, identified during development of the Plan.

Building off the inventory of local transportation funding in **Task 3**, the needs assessment will also determine whether current transportation funding methods are adequate for both current and future needs and identify any current or future funding needs and opportunities.

Transportation facilities will be assessed at approximately 5 to 10-year intervals (approximately 2022, 2030 and 2040) over a 30-year planning horizon on:

- A. Existing Transportation System Levels of Service and System Needs (Design and Operating Capacities, Level of Service, ADT and/or peak hour vehicle trip, existing modal split)
- B. Existing Public Transit Facilities Needs
- C. Availability and Adequacy of Transportation Facilities and Services to Serve Existing and Future Land Uses
- D. Projected Overall Transportation System Levels of Service and System Needs

The assessment must also determine whether or not mobility needs of people and goods can be accommodated on alternative modes of transportation. The assessment of transit facility needs will also relate to trends in commuter travel, for example, including the forecasted needs of an aging population. Growth trends and travel patterns, including the interaction between land use and transportation, must be reviewed. The assessment will provide an analysis of needs relative to the City's existing Comprehensive Plan character area map or local future land use map/future development map and the region's Unified Growth Policy Map. The analysis of needs and deficiencies must also include (if applicable) intermodal terminals and connections, high occupancy vehicle lanes, park-and-ride lots, pedestrian connections and other facilities. Finally, the assessment will include a review of the City of Atlanta's disaster and evacuation plan.

The Consultant will utilize the most recent output from the ARC travel demand model. While the model output data is an important tool used for understanding future needs, it is just one of many used for that purpose. The vision, goals, and policies identified in the CDP and as part of this process, community and technical input, and the future land use plan will be also be considered. The Consultant will NOT run the ARC travel demand model as part of this study and should not include scenario modeling in their proposals.

Deliverable:

A report will be prepared detailing the vision, goals, needs, issues, and opportunities. The report will be submitted to the DPCD Project Manager and the ARC for review and comment before commencing work on **Task 5**. This report will be presented to the stakeholder and technical committees and shared with the public. Stakeholder and public participants will be provided the opportunity to comment and participate during the preparation of the Needs Assessment Report.

The needs assessment information will be incorporated into an approximately 5 to 10 page summary in each implementation strategy document and the overview document. The deliverables for this task will provide the needs assessment summary excerpt for each strategy document and the overview document. In addition, a complete white paper summary of the needs assessment will be prepared.

- Draft and final vision and needs assessment excerpts including all graphics in MS Word

- Draft and final vision and needs assessment white paper in MS Word to include report excerpts and any additional information not prepared for or included in the implementation strategy documents and the overview document.

For the final reports, the needs assessment excerpts will be incorporated and formatted in Adobe InDesign within each implementation strategy document and the overview document.

Task 5: Recommendations (approximately 35% of the budget)

Task 5.1. Prepare Recommendations

Development of recommendations will include financial analysis, policy development, project development, GIS analysis and mapping, implementation strategies, action items, administrative recommendations, and prioritization. The recommendations phase, along with tasks specifically outlined in **Task 5**, should include all analysis, planning and engagement needed to prepare the overview document and implementation strategies detailed in **Task 6**. All of the details required for those documents require extensive work within **Task 5**, but, for brevity, are not duplicated in this section of the scope.

Task 5.2. Intersection Analysis (Optional)

The Consultant will collect AM and PM peak turning movement counts for up to 25 intersections to be identified by the DPCD project manager. The Consultant will prepare current year level of service analysis for up to 50 intersections, including up to 25 based on turning movement counts provided by the DPCD project manager. The consultant will study up to three reconfiguration scenarios for each intersection, which may include a roundabout, and analyze their impact on current and future year level of service. This analysis will inform formation of the recommendations and will be summarized in a technical white paper.

Deliverables:

- Draft technical white paper summarizing the intersection analysis, including all analysis reports.
- Final technical white paper.

Task 5.3. Implementation and Funding Options

A detailed financial analysis based on the financial inventory and needs assessment will be completed which will include realistic projections of future transportation funding at local, state, and federal levels. This analysis along with project costs and prioritization will be used to create a short term (5 years), midterm (10-15 years), and long range (approximately 2040) work program for all modes of travel, including roadway, transit, pedestrian, and bicycle. Additional project will be included in a financially unconstrained aspirations plan of transportation projects, prioritized by mode.

The Consultant will identify overall approaches to funding the transportation system based on best practices from other cities and with an understanding of Atlanta's unique opportunities and challenges.

The Consultant will identify and evaluate traditional, alternative, and innovative funding mechanisms and instruments. The Consultant will employ a multi-step approach in

developing a funding strategy for long-range multimodal transportation plan recommendations:

1. Evaluation of funding sources and capacity and funding strategy: the Consultant will develop an estimate of future revenues and the share of these funds that have already been committed or pledged to existing projects. Traditional funding sources will be considered along with other sources of revenue that are reasonably stable and predictable.
2. Identify potential uncertain funding sources for planned improvements: the Consultant will identify planned improvements eligible for FHWA, or FTA funding programs.
3. Identify new sources of revenue: the Consultant will identify potential alternative funding sources and provide general examples where these funding sources are being used in other areas. This step should build on the work completed within the 2008 Connect Atlanta Plan.
4. Innovative finance opportunities: the Consultant will evaluate the potential for new revenue through use of "value capture" mechanisms and user fees. This step should build on the work completed within the 2008 Connect Atlanta Plan.

Task 5.4. Project Prioritization

Inputs into project selection and prioritization will include, but not be limited to, the plan's vision, identified goals, needs, and opportunities, a benefit-cost analysis consistent with the PLAN 2040 RTP, context sensitivity, and feasibility. Other key elements include the identification of steps to implement the CTP such as new revenue streams, consensus building activities, zoning and development code change, and policy change recommendations. Project listings and maps will be developed, as appropriate. Recommendations shall be developed in a consultative environment involving the public and key stakeholders. Recommendations shall be presented to the public and ARC for review and comment prior to final documentation.

The Consultant will identify short-, medium- and long-term actions to achieve the future vision, including both policy and investment needs, and potentially including actions by external stakeholders necessary to help support achieving the vision and goals for Atlanta's transportation system.

The Consultant will develop a project programming and prioritization methodology and tool for the organization of recommended transportation projects. The prioritization methodology will be based on current federal and state transportation program requirements and federal and state planning factors as well as the plan vision, goals, and objectives.

Utilizing the financial analysis along with project costs and prioritization, the Consultant will create a short term (5 years), midterm (10-15 years), and long range work program for all modes of travel, including roadway, transit, pedestrian, and bicycle. Additional

project will be included in a financially unconstrained aspirations plan of transportation projects, prioritized by mode. The project prioritization must specifically and directly connect to the city's modal and accessibility goals.

Task 6: Final Deliverables (approximately 20% of the budget)

All final deliverables, except as otherwise noted, will include a two-stage draft document review: first in MS Word, then in Adobe InDesign/Creative Suite. All deliverables in MS Word will not be formatted as final products and should reference external graphic content (e.g. “Map 1 to be located about here”). All final deliverables will be prepared consistent with the style guide. The deliverables in **Tasks 6.1 and 6.2** will be fully integrated into the City Design documentation. **Tasks 6.3 and 6.4** will be prepared as separate, freestanding documents, sharing a consistent look and feel to the City Design documents.

Task 6.1. Infographic Development

The City Design and CTP documents will be extremely reader-friendly and visually rich. To achieve that goal, DPCD anticipates that the final document will rely heavily on non-textual ways to communicate information, including infographics. Together, DPCD and the Consultant will identify up to ten transportation-related “stories” or sets of information that would be best communicated through an infographic. The Consultant will develop draft and final infographics in InDesign/Adobe Creative Suite and using the style guide.

Deliverables

- Draft list of stories best told through infographics
- Draft infographics
- Final infographics

Task 6.2. Overview Document Production

The Consultant will prepare a 60 to 100 page CTP overview that summarizes the entire planning process and recommendations. The overview will be prepared in MS Word only and finished by the City Design team (not the CTP consultant) in Adobe InDesign/Creative Suite. The MS Word version will include all content, images, maps, infographics developed in **Task 6.1**, graphics, photos (which should include images from the photo sharing site), charts, tables, and other information as needed to prepare a complete, final report.

The Consultant will develop a complete, draft CTP overview document for DPCD to review. Based on review and comment by DPCD, document will be revised and updated as necessary. The Consultant will prepare a final deliverable in MS Word.

Deliverables

- Draft overview document including all graphics in MS Word
- Draft, complete overview document including all graphics in MS Word

Task 6.3. Detailed Project Profiles

Beyond basic project details that will be prepared for all projects included in the plan, the Consultant will prepare up to 30 project profiles for the highest priority projects developed

in **Task 5.4**. For each project, these profiles will include (1) a two-page project summary for the final documents and (2) a completed “2014 TIP Project Solicitation Infrastructure Application” from the ARC. The two-page project profiles will be organized into an appendix. The 2014 TIP Project Solicitation Infrastructure Applications will be delivered separately.

Deliverables

- Draft project profiles appendix including all graphics in MS Word
- Draft, complete project profiles appendix in InDesign
- Final project profiles appendix in InDesign

- Draft 2014 TIP Project Solicitation Infrastructure Applications in Adobe Acrobat
- Final 2014 TIP Project Solicitation Infrastructure Applications in Adobe Acrobat

Task 6.4. Implementation Strategy Documents

The Consultant will compile documents prepared throughout the planning process into a set of transportation implementation strategy documents to conclude the plan development process. Each implementation strategy document will be easy-to-read, graphically-oriented, and technically complete. Each implementation strategy will build on findings and recommendations developed throughout the planning process. The following implementation strategy documents will be required:

- Vehicular
 - The Consultant will use outcomes from visioning, existing conditions analyses, needs assessment and recommendations to develop the vehicular implementation strategy. Vehicular needs and recommendations will be integrated with other plan elements. The recommended multimodal network will be supported by policies. The vehicular implementation strategy will include a focus on congestion hot spots, or bottlenecks, and identify specific projects that address and alleviate the bottlenecks. The vehicular strategy will also include a focus on streets that have too much vehicular capacity and/or high speeds. The vehicular implementation strategy will include recommendations for how the development of green streets can be part of a broader environmental restoration strategy for the city. The vehicular implementation strategy will also include recommendations for the management and incorporation of shared services such as uber, lyft, and cars2go. The Consultant will guide curbside policies, such as rush hour restrictions, and suggest changes needed to deliver the multimodal network identified.
- Signature Streets
 - Drawing from a list of signature streets developed through the planning process, the Consultant will develop an urban design and complete street

strategy for Atlanta's signature streets. The plan will integrate context sensitivity, complete street policy, sustainability, and implementation feasibility.

- Street Framework
 - Consultant will prepare a complete, citywide street framework plan for Atlanta. The plan will include an official map documenting the location of all future streets and connecting each street segment to a proposed typical section. The Street Framework Plan will be sufficient to serve as an Official Map to the zoning ordinance. The plan will include implementation policies and procedures.
- Safer Streets/Vision Zero
 - The Consultant will identify policies and programmatic deployment of traditional and innovative countermeasures to meet plan goals with regard to vehicular and non-vehicular safety.
- Pedestrian
 - The Consultant will use outcomes from visioning, existing conditions analyses, citywide and regional profiles, and modeling and forecasting process to assess pedestrian needs and develop the pedestrian implementation strategy of the transportation plan. The Consultant will develop pedestrian recommendations that encompass policy and program changes, facility and network modifications, implementation, and maintenance. Recommendations to include data collection strategies such as installation of counters, cameras, annual counts, and other best practices from across the country.
- Bicycling
 - The Consultant will use outcomes from visioning, existing conditions analyses, citywide and regional profiles, and modeling and forecasting process to assess bicycle needs and develop the bicycle implementation strategy of the transportation plan. The Consultant will develop bicycle recommendations that encompass policy and program changes, facility and network modifications, implementation, and maintenance. The bicycle implementation strategy will integrate the on-street bikeway plan with the multi-use trail and greenway plan. The bicycle implementation strategy will explore how the development of multi-use trails and greenways can be part of a broader environmental restoration strategy for the city. Recommendations to include data collection strategies such as installation of counters, cameras, annual counts, and other best practices from across the country.
- Urban Access Management
 - The urban access management implementation strategy will overhaul the current access, curbside, and right-of-way management policies and practices in Atlanta. The strategy will include policy and implementation strategies. The urban access management will address (1) state highways

within the city, (2) streets within Atlanta's three regional centers (Downtown, Midtown, and Buckhead), and (3) collector and arterial streets outside of the three regional centers. The strategy will be developed in coordination with the Signature Streets implementation strategy. The urban access management implementation strategy will include preparation of a model urban access management ordinance. (The Consultant will not be responsible for adopting, or providing staff support related to adoption of, the ordinance.)

- Transportation Demand Management
 - Based on TDM's role as identified in the Vision, and any specific TDM needs or opportunities that are identified through the planning process, the Consultant will conduct TDM planning and analysis. The TDM strategy document will include identification of long-term TDM strategies, analysis of specific TDM strategies and the impacts they might have, development of key policies to support TDM, and development of long-term implementation plans for TDM programs/strategies. Any work done under this task will be closely coordinated with existing TDM initiatives underway in the city.
- Intelligent Transportation Systems
 - The ITS implementation strategy will define a ten year approach for implementing Intelligent Transportation Systems (ITS) in Atlanta. ITS employ electronics and communications technologies on the street, and automated traffic systems, to enhance mobility for all modes by increasing the efficiency and safety of the transportation infrastructure. The ITS implementation strategy will include a section on planning for, adapting to, and incorporating autonomous vehicle technology within Atlanta.
- State of Good Repair/Maintenance
 - Prepare an implementation strategy recommending policy and implementation strategies related to state of good repair and maintenance of the entire transportation system and right of way.
- System Performance Monitoring and Reporting
 - Prepare an implementation strategy documenting a process for monitoring program implementation progress.
- Parking (Optional)
 - Parking implementation strategy would include a summary of the recent parking studies completed in Downtown and Midtown. It would include recommendations for improving the on street parking, including metered parking. It would include recommendations for improving parking within the neighborhood commercial centers of Atlanta (such as Westview Village, Virginia-Highland, and East Atlanta Village).
- Gateways (Optional)
 - Prepare a specific plan for improving Atlanta's gateway signage.

Task 6.5. Other Final Deliverables

- Map Book
 - The Consultant will update the map book from the 2008 Connect Atlanta Plan. In addition to the information included in the 2008 map book, the new map book will include:
 - Storefront, Primary, Secondary Streets related to the urban access management plan
 - Freight Routes from the Cargo Atlanta plan (adopted 2015)
 - An expanded view of each map across a two-page spread. Projects to be illuminated with graphics, illustrations, and photos.
- Capital Improvement Element
 - Drawing from the entire planning process and development of recommendations and priority projects, the Consultant will prepare an update to the Capital Improvement Element. The CIE will include a range of recommended projects that are eligible for impact fees.
- Appendix: Community Engagement Report
 - In White Paper format, the consultant will compile a complete community engagement summary. The summary will include all deliverables from **Task 2**.
- Everything else
 - At the conclusion of the study, the Consultant will deliver to the City all photos, images, presentations, handouts, In Design files, data files, or any other information or documents prepared as part of the planning effort
- Training module(s) (Optional)
 - As an optional task, the Consultant may propose to include an educational module or curriculum on the CTP Update. An education module would be targeted for adults while a curriculum would be targeted to a specific grade(s) for teachers and students.

Task 6.6. GIS Deliverables

The Consultant will deliver all GIS files used during the study process, including those created and collected from other sources. All GIS files must be provided in a portable ESRI format and conform to ARC data standards. All GIS files must include a data dictionary in the metadata. The GIS data provided by the Consultant include the following:

- Project file including the 5-year constrained project list, the mid-range constrained project list (5 to 10 years), the long range constrained project list (10 to 20 years), and the unconstrained project list.

Consultant Deliverables

- Complete GIS files for DPCD Project Manager review and comment
- Final GIS files

Exhibit A.1

Cost Proposal

CITY OF ATLANTA

EXHIBIT A.1 COST PROPOSAL

FC-8828: COMPREHENSIVE TRANSPORTATION PLAN UPDATE

BID SCHEDULE/COST PROPOSAL

Cost Proposal

Total Fee: \$1,250,000.00

All applicants should prepare a proposal for a total fee of \$1,250,000.

Approximate distribution is as follows, but applicants should develop their own fee schedule.

1. Project Management (approximately 10% of budget)
2. Community Engagement (approximately 20% of budget)
3. Inventory of Existing Conditions (approximately 5 to 10% of the budget)
4. Vision, Goals, and Needs Assessment (approximately 5 to 10% of budget)
5. Recommendations (approximately 35% of the budget)
6. Final Deliverables (approximately 20% of the budget)

Required and Optional Services

This contract will be awarded for the full amount of \$1,250,000.00. Proposals should include a base proposal fee for all required services within the scope of services, broken down according to the following Cost Proposal form. Proposals should also include a proposed fee for most, if not all, of the optional services. As appropriate, the proposal should clearly document any clarifications or assumptions particular to a proposal or fee proposal. Where an optional task is open ended, applicants should focus on optional services that draw upon their experience and expertise. The selected Consultant will be contracted to include the base scope of services along with some or all of the optional services, such that the total fee will equal \$1,250,000.00.

Table 1. Summary Table of Resource, Cost Staff Hours ad Mean Hourly Rates for Task/Subtask

TASK/SUB-TASK	COST	STAFF HOURS	MEAN HOURLY RATE
TASK 1. PROJECT MANAGEMENT (10% of budget)			
Task 1.1: Project Management and Community Engagement Plan			
Task 1.2. Project Management Meetings			
Task 1.3. On-going Project Management			
TASK 2. COMMUNITY ENGAGEMENT (20% of budget)			
Task 2.1 On-line engagement and Photo Sharing Environment			
Task 2.2. Community Meetings/Work Sessions			
Task 2.3. Open Houses			
Task 2.4. Stakeholder Committee			
Task 2.5. Technical Committee			
Task 2.6. Interviews			
Task 2.7. Working Sessions and Planning Coordination Sessions			
Task 2.8. Social Media and Traditional Media Strategy			
Task 2.9. Additional Outreach Activities			
Task 2.10. Smart Phone App <i>(Optional)</i>			
Task 2.11. Other Community Engagement Activities			
TASK 3. INVENTORY OF EXISTING CONDITIONS (5 to 10% of budget)			
Task 3.1. Inventory of Existing Conditions			
Task 3.2. Report of Accomplishments			
Task 3.3. Expanded Inventory of Existing Conditions <i>(Optional)</i>			
TASK 4: VISION, GOALS, AND ASSESSMENT (5 to 10% of budget)			
Task 4.1. Establish Vision and Goals			
Task 4.2. Prepare Forecasts			
Task 4.3. Needs Assessment			
TASK 5: RECOMMENDATIONS (35% of the budget)			
Task 5.1. Prepare Recommendations			
Task 5.2. Intersection Analysis <i>(Optional)</i>			
Task 5.4. Project Prioritization			
TASK 6: FINAL DELIVERABLES (20% of the budget)			
Task 6.1. Infographic Development			
Task 6.2. Overview Document Production			
Task 6.3. Detailed Project Profiles			
Task 6.4. Implementation Strategy Documents			
• Vehicular			
• Signature Streets			
• Street Framework			
• Safer Streets/Vision Zero			
• Pedestrian			
• Bicycling			
• Urban Access Management			
• Transportation Demand Management			
• Intelligent Transportation Systems			

• State of Good Repair/Maintenance			
• System Performance Monitoring and Reporting			
• Parking <i>(Optional)</i>			
• Gateways <i>(Optional)</i>			
Task 6.5. Other Final Deliverables			
• Map Book			
• Capital Improvement Element			
• Appendix: Community Engagement Report			
• Everything else			
• Training module(s) <i>(Optional)</i>			
Task 6.6. GIS Deliverables			
Subtotal			
Direct Costs			
Total Fee	\$ _____	_____	\$ _____

(Total Bid Amount in Numbers) \$ _____
 Total = (Task 1 + Task 2+ Task 3+ Task 4+ Task 5+ Task)

(Total Bid Amount in Words) _____

Exhibit B

Definitions

EXHIBIT B

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit C

Authorizing Legislation

15-0-1536
 (Do Not Write Above This Line)

**AN ORDINANCE
 BY COMMUNITY DEVELOPMENT/HUMAN
 RESOURCES COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR TO ACCEPT AND SIGN A GRANT AGREEMENT WITH THE ATLANTA REGIONAL COMMISSION FOR THE CONNECT ATLANTA PLAN UPDATE IN THE AMOUNT OF \$1,000,000; AMENDING THE 2016 (INTERGOVERNMENTAL GRANT FUND) BUDGET BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS IN THE AMOUNT OF \$1,000,000; AMENDING THE 2016 INTERGOVERNMENTAL GRANT FUND BUDGET BY \$250,000 IN MATCH FUNDS COMMITTED TO THIS PROJECT; AND FOR OTHER PURPOSES.

Substitute

CONSENT REFER
 REGULAR REPORT REFER
 ADVERTISE & REFER
 1ST ADOPT 2ND READ & REFER
 PERSONAL PAPER REFER

Date Referred: 11/19/15
 Referred To: CD/HRC
 Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____

Final Reading
 Committee: CD/HRC
 Date: 11/19/15
 Chair: [Signature]
 Referred To: _____

Proposer: [Signature]
 Date: 11/11/15
 Chair: [Signature]
 Action: (Fav) Adv, Hold (See rev side)
 Other: AN SUBSTITUTION
[Signature]
[Signature]
[Signature]

Refer To: _____
 Committee: _____
 Date: _____
 Chair: _____
 Action: Fav, Adv, Hold (See rev side)
 Other: _____
 Members: _____

Committee: _____
 Date: _____
 Chair: _____
 Action: Fav, Adv, Hold (See rev side)
 Other: _____
 Members: _____
 Refer To: _____
 Committee: _____
 Date: _____
 Chair: _____
 Action: Fav, Adv, Hold (See rev side)
 Other: _____
 Members: _____

ADOPTED BY
DEC 07 2015
COUNCIL
 Refer To: _____

Refer To: _____

FINAL COUNCIL ACTION
 2ND 1ST & 2ND 3RD Readings
 Consent V Vote RC Vote

GENERATED
DEC 07 2015
COUNCIL PRESIDENT PROTEIN

DEC 07 2015
[Signature]
 EMPLOYMENT CLERK

MAYOR'S ACTION
APPROVED
DEC 16 2015
 WITHOUT SIGNATURE
 BY OPERATION OF LAW

WHEREAS, the Atlanta Regional Commission has named the City of Atlanta as the recipient of Comprehensive Transportation Plan Funding Assistance Program in the amount of \$1,000,000, on condition that the City spend \$250,000 (match) for the total cost of \$1,250,000 to prepare an update to the existing 2008 *Connect Atlanta Plan*; and

WHEREAS, matching funds in an aggregate amount of \$250,000 for this grant will be provided by the City's development impact fee administrative cost account ; 3502 (General Government Capital Fund), 250401 (PCD-Director of Planning), 5212001 (Consulting and Professional Services), 7410000(Planning & Zoning); in that the Development Impact Fee Act allows for use of such administrative cost fund for the preparation or update to the capital improvement element, not to exceed 3%, and such use has been confirmed with the Georgia Department of Community Affairs; and

WHEREAS, in order to receive these funds the Mayor must sign a sub-recipient agreement between the City and the Atlanta Regional Commission.

THE CITY COUNCIL OF THE CITY OF ATLANTA GEORGIA HEREBY ORDAINS:

Section 1: That the Mayor is hereby authorized to sign a grant agreement with the Atlanta Regional Commission for the *Connect Atlanta Plan Update* project in an amount not to exceed \$1,000,000.

Section 2: The 2016 Intergovernmental Grant Fund is hereby amended as follows:

Add to Anticipations

FUND	2501	Intergovernmental Grant Fund
DEPARTMENT	250403	PCD-Planning
ACCOUNT	3311101	FED-Direct (OC) Received
FUNCACT	7410000	PLANNING & ZONING
PROJECT	25212319	Connect Atlanta Plan Update
AWARD	250132309	ARC CTP Funding Assistance Program

Amount

\$1,000,000.00

Add to Appropriations

FUND	2501	Intergovernmental Fund
DEPARTMENT	250403	DPCD-Planning
ACCOUNT	5999999	Projects and Grants Budget summary
FUNCACT	7410000	PLANNING & ZONING
PROJECT	25212319	Connect Atlanta Plan Update
AWARD	250132309	ARC CTP Funding Assistance Program

Amount

\$1,000,000.00

MAYOR'S ACTION AUTHENTICATION PAGE



15-O-1536

**Adopted by the Atlanta City Council
December 7, 2015**

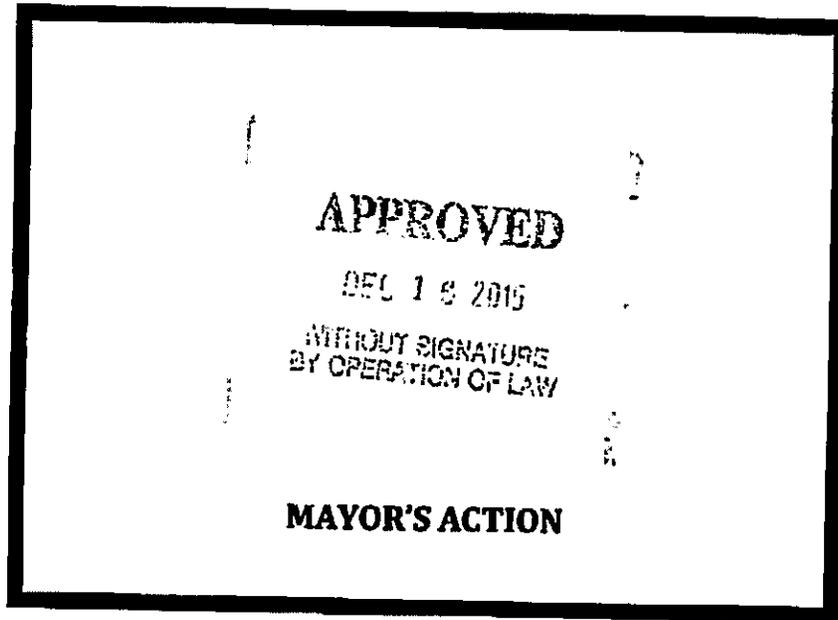


Exhibit D

City Security Policies

EXHIBIT D

CITY SECURITY POLICIES

SECTION 00001

PART 1 – GENERAL

SCOPE

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

SPECIAL REQUIREMENTS – Not Used

SECTION 00002

JOB SITE SECURITY

PART 1 – GENERAL

BARRICADES, LIGHTS AND SIGNALS

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

SECTION 00003

STORAGE AND PROTECTION

PART 1 – GENERAL

1.01 SCOPE

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

1.02 STORAGE AND PROTECTION

A. STORAGE

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

B. PROTECTION

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

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

1.03 EXTENDED STORAGE

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

SECTION 00004

PART 1 – GENERAL

1.01 PROTECTION OF THE ENVIRONMENT

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

SECURITY AND SAFETY

PART 1 – GENERAL

1.01 COMPLIANCE WITH CITY'S SECURITY REQUIREMENTS

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

1.02 SECURITY PROGRAM

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

1.03 ENTRY CONTROL

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

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

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

1.04 BARRICADES, LIGHTS AND SIGNALS

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

1.05 RESTRICTIONS

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

1.06 CONTRACTOR SAFETY/HEALTH AND SECURITY PLAN

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

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

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

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

1.07 PROJECT SAFETY COORDINATOR

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

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

1.08 PROJECT SAFETY/SECURITY REQUIREMENTS OF THE CONTRACTOR

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

by the Contractor and approved by the City.

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

1.09 EMPLOYEE ACKNOWLEDGEMENT OF THE PROJECT SITE RULES

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

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

C. **PROHIBITED ACTIVITIES:**

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

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

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

(END OF SECTION)

Exhibit E

Dispute Resolution Procedures

EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

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.

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.

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.

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.

Appendix A

Requirements of the Office of Contract Compliance



CITY OF ATLANTA

Kasim Reed
Mayor

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

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

March 14, 2016

RE: Project No.: FC-8828, Comprehensive Transportation Plan Update (RFP)

Dear Prospective City of Atlanta Bidder:

This packet is substantially different from all previous packets. The Office of Contract Compliance's **Disadvantaged Business Enterprises (DBE)** information is an integral part of every Federally Funded City of Atlanta bid or proposal. Your efforts to assist the City of Atlanta in mitigating the present effects of past discrimination against disadvantaged business enterprises are essential. Please read all of the information very carefully. Pay close attention to the contract goals for this project and the DBE program reminders listed on page DBE 5.

Many businesses that appear in our register as certified M/FBEs or SBEs are not currently certified as **Disadvantaged Business Enterprises**. Certification of DBE firms is being handled by a different agency. Please see page DBE 2 for details of certification of DBEs. Thank you for your extra attention to the DBE program.

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 ensure that DBEs, as defined in 49 CFR Parts 23 and 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the City of Atlanta's policy:

1. To ensure non-discrimination in the award and administration of DOT assisted Opportunities;
2. To create a level playing field on which DBEs can compete fairly for DOT Assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Parts 23 and 26 eligibility standards are permitted to participate as DBEs;
5. To help remove barriers to the participation of DBEs in DOT assisted contracts; and
6. To assist the development of firms that can compete successfully in the market place outside the DBE program.

IMPLEMENTATION OF DBE POLICY CONTRACT GOALS

The City of Atlanta establishes contract goals only on those contracts that have subcontracting and/or joint venture possibilities. The size of the contract goal is adopted on a project by project basis, impacted by the circumstances of each such contract (e.g. type and location of work, availability of DBEs to perform the particular type of work), in relation to the City's annual DBE goal.

The City of Atlanta expresses its contract goals as a percentage of the total amount of each particular DOT-assisted contract.

Each solicitation for which a contract goal has been established requires the bidders/offerors to submit the following information as part of their bid or offer:

1. The names, addresses and phone numbers of DBE firms that will participate in the contract;
2. A description of the work that each DBE will perform;
3. The dollar amount of the participation of each DBE firm's participation;
4. Written and signed documentation of commitment to use a DBE subcontractor whose participation is submitted to meet a contract goal;
5. Written and signed confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and,
6. If the contract goal is not met, evidence of good faith efforts to meet the goal.

The City of Atlanta has designated the Office of Contract Compliance as its DBE Liaison Office. The address of OCC is 55 Trinity Avenue, Ste. 1700, Atlanta, Georgia 30303. The phone number is (404) 330-6010.

Each contracting opportunity at the airport is individually evaluated and the individual contract goal is adjusted as appropriate in relation to the City's Annual DBE goal. The City of Atlanta will express its contract goal as a percentage of the total amount of each individual DOT-assisted contract.

GOOD FAITH EFFORTS

The City of Atlanta treats bidder/offers' compliance with good faith effort requirements as a matter of responsiveness. Compliance of bidders with the DBE requirements, including good faith efforts, will be evaluated according to the standards of 49 CFR Parts 23 and 26.

DEMONSTRATION OF GOOD FAITH EFFORTS

The obligation of the bidder/offeror is to make good faith efforts to meet the goal. The bidder/offeror can demonstrate that it has done so either by meeting the contract goal or documenting its good faith efforts. Examples of good faith efforts are found at 49 CFR Parts 23 and 26 Appendix A and are attached to this document.

OCC is responsible for determining whether a bidder/offeror who has not met the contract goal has documented sufficient good faith efforts to be regarded as responsive. In determining whether a bidder/offeror is responsive to the DBE goals, OCC will consider whether the information submitted by that bidder/offeror is complete, accurate and adequately documents the bidder's/offeror's good faith efforts. Bidders who are informed that they have not met the "good faith efforts" requirements are entitled to administrative reconsideration of that determination, per 49 CFR 26.53(d).

**DISADVANTAGED BUSINESS ENTERPRISE
CONTRACT GOALS**

PROJECT # FC- 8828, Comprehensive Transportation Plan Update (RFP)

All proponents must ensure that non-discriminatory practices are utilized to enter into subcontract agreement(s) with Georgia Department of Transportation (G-DOT) certified Disadvantage Business Enterprise (DBE) firms in accordance with federal regulations. The subcontract agreements, at the very least, should reflect details of the subcontractor company's/companies involvement in the **Comprehensive Transportation Plan Update (RFP)** project throughout the life of the contract.

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

541614 Transportation Planning

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: The Project Specific Disadvantaged Business Enterprise (DBE) Goal is: 15%

OCC will count DBE participation in the form of a certified DBE a prime contractor, DBE certified joint venture partner (Joint ventures are not mandated on this contracting opportunity), or certified DBE sub-contractor arrangement. 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.

MONITORING OF DBE 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 DBE 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 DBE 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.

The City of Atlanta will require prime contractors to maintain records, documents, and receipts of gross revenue attributed to DBEs for three years following the performance of the contract. Those records must be made available for inspection upon request by any authorized representative of the City of Atlanta or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The City of Atlanta will keep a running tally of actual gross receipts attributed to the DBE firms from the time of the contract award.

The City of Atlanta's Office of Contract Compliance, or its designee, will perform interim audits of gross receipts and contract payments to DBEs if applicable. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in the schedule of DBE participation.

DBE PROGRAM REMINDERS

1. **DBE Plan.** All proposals must contain a DBE Participation plan in accordance with the goals set forth above. The DBE plan must identify each DBE's name, address, and contact name, work description, and contract amount.
2. **Subcontractor and Supplier Participation.** On projects with subcontractor and supplier opportunities, disadvantaged business enterprise participation may only be met through certified businesses that meet the standards of 49 CFR Parts 23 and 26, Subparts D and E. Each prime contractor must meet the requirements of the DBE program.
3. **Failure to Meet DBE Goals.** Any bidder unable to meet the DBE goals must document the good faith efforts it made to meet the goals. Documentation must follow the requirements of the DBE plan pursuant to 49 CFR Parts 23 and 26 etc. If the City determines that good faith efforts were not made, the bidder is entitled to administrative reconsideration under 49 CFR 26.53.
4. **Certification.** As of March 1, 2004, the City no longer does DBE Certification. DBE Certifications are now handled by the GA Department of Transportation (GA DOT). The contact number for GA DOT is (404) 656-5267
5. **Reporting.** The successful bidder must submit monthly DBE participation reports to OCC in a form as prescribed by the Office of Contract Compliance monitor of record.
6. **DBE Concession Program.** The DBE Concession Program is governed by the provisions of "49 CFR Parts 23 and 26".
7. **Contract Assurance.** The Concessionaire shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are not included by or enforceable through 49 CFR Parts 23 and 26 but are enforceable through the City of Atlanta regulations.

EQUAL EMPLOYMENT OPPORTUNITY POLICY

PROJECT # FC- 8828, Comprehensive Transportation Plan Update (RFP)

IMPLEMENTATION OF EEO POLICY

The City effectuates its EEO policy by adopting racial and gender workforce goals for every contractor performing work for the City of Atlanta on federally funded projects. These goals are derived from the work force demographics set forth by the United States Department of Labor Federal Office of Contract Compliance. These goals are not included in or enforceable through 49 CFR Part 26.

**A FIRM 'S WORK FORCE CONSISTING OF LESS THAN TWENTY-FIVE (25)
EMPLOYEES IS EXEMPT FROM THE FOLLOWING EEO REQUIREMENTS**

The Office of Federal Contract Compliance Programs (OFCCP) is the office of the United States Department of Labor that has responsibility for administration and enforcement of the Equal Employment Opportunity requirements under the contract compliance program which is authorized by Executive Order 11246 as amended, Section 503 of the Rehabilitation Act of 1973, and the Vietnam Era Veterans Readjustment Act of 1974. The programs mentioned above prohibit Federal contractors and sub-contractors from employment discrimination based on Race, Sex, National Origin, Religion, Sexual Orientation, and against persons with Disabilities or Vietnam Era Veterans, and requires such contractors to take affirmative action to ensure equal employment opportunity.

BUSINESS DEVELOPMENT PROGRAMS

Though the DBE program primarily focuses on DBE participation at the subcontractor level, it is also important to provide DBEs with experience, training and skill development at the prime contractor level. The City of Atlanta encourages joint ventures between a prime contractor and an DBE, or a mentor protégé agreement between a prime contractor and a DBE whenever feasible on applicable contracts. The general description of the joint venture and mentor-protégé agreements is found on **Attachment 1 and Attachment 2** hereto and in the Atlanta Code of Ordinances.

CITY OF ATLANTA CONTRACT COMPLIANCE CERTIFICATE

The undersigned has prepared and submitted all the documents attached hereto. The documents have been prepared with a full understanding of the City's goals and objectives with respect to increased opportunity in the proposed work to be undertaken in performance of this project. It is the company's intent to achieve the Disadvantaged Business Enterprise goals, the Equal Employment Opportunity goals, and the First Source Jobs Employment goals where applicable. Furthermore, the undersigned acknowledges receipt of and agrees to adhere to the Federal Title VI assurances included in this appendix.

All information and representations contained herein and submitted with this bid or proposal are true and correct.

Witness

Signature
Company Authorized Representative

Date: _____

Company Name: _____

FC Number: _____

Project Name: _____

GDOT Title VI Assurances

The *City of Atlanta* (hereinafter referred to as the "Recipient"), HEREBY AGREES THAT as a condition to receiving any federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This Assurance is required by Subsection 21.7(a)(1) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances to its Federal Aid Highway Program.

1. That the Recipient agrees that each "program" and each "facility" as defined in Subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with Federal Aid Highway and in adapted form in all proposals for negotiated agreements:

"The Georgia Department of Transportation in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d—42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A(US-DOT) of this Assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B(US-DOT) of this Assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient received federal financial assistance in the form, or for the acquisition of real property, or an interest in real property, the Assurance shall extend rights to space on, over, or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of, or access to space on, over, or under, real property acquired or improved under the Federal Aid Highway Program.
8. That this Assurance obligates the Recipient for the period during which federal financial assistance is extended to the program, or is in the form of personal property, or real property or interest therein or structures or improvements thereon, in which case the Assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
9. The Recipient shall provide for such methods of administration for the program, as are found by the State Secretary of Transportation or the official to whom s/he delegates specific authority, to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial endorsement with regard to any matter arising under the Act, the Regulations, and this Assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts or other federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Recipient.

(Date)

by _____
(Signature of Authorized Official)

Attachments: Appendices A(US-DOT), B(US-DOT) and C(US-DOT).

APPENDIX A(US-DOT)

The text below, in its entirety, is in all contracts entered into by GDOT. All of the text including the final section, entitled "Incorporation of Provisions," should be included in any contract entered into by any GDOT contractor.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agree as follows:

1. Compliance with Regulations

The Contractor shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The Contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the (*Recipient*) or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the (*Recipient*), or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this contract, the (*Recipient*) shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Contractor under the contract until the Contractor complies; and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The Contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Contractor shall take such action with respect to any subcontractor or procurement as the *(Recipient)* or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the *(Recipient)* enter into such litigation to protect the interests of the state and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B (US-DOT)

The following clauses shall be included in any and all deeds affecting or recording the transfer of real property, structures, or improvements thereon, or interest therein from the United States.

Granting Clause

NOW, THEREFORE, the Georgia Department of Transportation (GDOT)—as authorized by law, and upon the condition that the state of Georgia will accept title to the lands and maintain the project constructed thereon, in accordance with and in compliance with Title 23, United States Code, the Regulations for the Administration of Federal Aid for Highways; the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation; and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252: 42 USC 2000d to 2000d-4)—does hereby remise, release, quitclaim, and convey unto the state of Georgia all the right, title, and interest of the GDOT in and to said land described in Exhibit A attached hereto and made a part thereof.

Habendum Clause

TO HAVE AND TO HOLD said lands and interests therein unto the state of Georgia, and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the state of Georgia, its successors, and assigns.

The state of Georgia, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree, as a covenant running with the land for itself, its successors and assigns, that (1) no person shall, on the grounds of race, color, sex, disability, national origin, age, or religion, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed*, (2) that the state of Georgia shall use the lands, and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination of Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended, (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the agency shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in, and become the absolute property of, GDOT and its assigns as such interest existed prior to this instruction.¹

¹ Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

APPENDIX C (US-DOT)

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease, for a purpose for which a GDOT program or activity is extended, or for another purpose involving the provision of similar services or benefits, the LESSEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the lease, and to reenter and repossess said land and the facilities thereon, and hold the same as if said lease had never been made or issued.

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by GDOT pursuant to the provisions of Assurance 7.

The LESSEE, for himself or herself, his or her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant, and agree as a covenant running with the land, that (1) no person, on the grounds of race, color, sex, or national origin, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and furnishing of services thereon, no person on the grounds of race, color, sex, and national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the LESSEE shall use the premises in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to terminate the [license, lease, permit, etc.] and to reenter and repossess said land and the facilities thereon, and hold the same as if said [license, lease, permit, etc.] had never been made or issued.

*[Include in deeds subject to a reverter clause]

That in the event of breach of any of the above nondiscrimination covenants, the STATE shall have the right to reenter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the STATE and its assigns.

* Reverter Clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of Civil Rights Act of 1964.

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

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

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Both DBE and Non-DBE Certified) that were contacted regarding this project.

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

Business Ownership Code: AABE - African American Business Enterprise, HIABE - Hispanic Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise ***Note: COA M/FBE certification does not count for DBE program goals. Firms must be certified by the GA DOT/MARTA.

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

Signature: _____ Date: _____

SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority and Disadvantaged Business Enterprises (DBE) subcontractors/suppliers, including lower tiers, to be used on phase two of this project.

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

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise, APABE - Asian (Pacific Islander) American Business Enterprise (**Note... EBO certification does not qualify for DBE projects)

Proponent's Co. Name: _____ Total DBE% _____

FC#: _____ Project Name: _____ Date: _____

Signature: _____

(THIS PAGE SHALL BE SUBMITTED FOR EACH DBE FIRM)

LETTER OF INTENT

Disadvantage Business Enterprise

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

DBE Firm: DBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Contact Person: Name: _____ Phone: (____) _____

Expiration Date of DBE Certification: _____

DBE is performing as: Prime Concessionaire Sub concessionaire Joint Venture

Work item(s) to be performed by DBE	Description of Work Item	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL DBE			

The proponent is committed to utilizing the above-named DBE firm for the work described above.
The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____%

AFFIRMATION:

The above-named DBE 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 proponent does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

ATTACHMENT 1

Joint Venture Participation on City of Atlanta DBE Projects

Although Joint Ventures are **not** mandated on federally funded City of Atlanta projects, The City of Atlanta encourages (where feasible) the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises at the prime level. Should firms choose to voluntarily form a joint venture in pursuit of a DBE contracting opportunity, joint venture member businesses must have different race ownership, different gender ownership, or both. The certified DBE member(s) of the joint venture must be certified as such by the GA. Dept. of Transportation (G-DOT), and the joint venture team shall include in its bid submittal the DBE certification number of each DBE joint venture member.

A joint venture, at its' option, 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. Otherwise, agreements must be submitted on or before the date set for receipt of bids on a project.

“Components of a Joint Venture Agreement with DBE Participation as Counted under 49 CFR 26.55 (b)”

For credit forward toward the contract goal under Part 26, a joint venture agreement with a certified disadvantaged business enterprise 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.

ATTACHMENT 2

DISADVANTAGED BUSINESS ENTERPRISE PROGRAM MENTOR PROTÉGÉ INITIATIVES

The mentor-protégé program is an initiative, in accordance with Appendix D to 49 CFR Part 26, to encourage and develop certified Disadvantaged Business Enterprises in contracting with city government in areas that Disadvantaged Business Enterprises have historically been underrepresented due to various discriminatory barriers. This program, implemented on projects with a projected value of 5 million dollars or more, will enable prime contractors of all ethnic and gender categories to provide technical, administrative, and other assistance to smaller, developing businesses. Companies must successfully complete the Disadvantaged Business Enterprise certification process in order to participate as a protégé in this program. Additionally, participation as a certified Disadvantaged Business Enterprise protégé team member will not preclude the inclusion of the same certified Disadvantaged Business Enterprise team member as a self-performing subcontractor in the DBE plan. The subcontracting by the certified Disadvantaged Business Enterprise protégé team member will be applied toward the satisfaction of the DBE goals in accordance with 49 CFR 26, Subpart C, 26.55.

Examples of good faith efforts are found in 49 CFR Parts 23 and 26, Appendix A that is attached to this package.

“Components of a Mentor-Protégé Agreement with DBE Participation as Counted under 49 CFR 26.55”

The Mentor-Protégé agreement between a prime contractor and the DBE protégé will provide an excellent development opportunity for the disadvantaged business enterprise protégé. Under the guidance of the mentor, the protégé will gain valuable knowledge and experience that will ultimately enhance the capabilities of the protégé. Additionally, the protégé has the opportunity to gain this knowledge and experience without exposing itself to the normal business risks that are associated with projects of this size.

As part of the City’s Part 26 DBE program and subject to 49 CFR 26.35 and Appendix D, a mentor may meet up to half of the contract goal for this contract by using a DBE protégé as a self-performing subcontractor through a formal mentor-protégé program. The successful prime for this project remains obligated to meet the entire contract goal for this project, including whatever portion of the goal that cannot be met by the protégé. Only independent DBE forms already certified by the City at this time (see “Certification”, page DBE 2) may participate as protégés.

The mentor may not (1) enter into a mentor-protégé agreement as a substitute for compliance with the DBE program, (2) use such an agreement to circumvent the obligations of the DBE program, (3) create a new firm to serve as a protégé (4) require a potential protégé to pay the mentor for the privilege of participating in the agreement, or (5) bar the protégé from performing work on this contract.

To meet the requirements of Part 26, the mentor-protégé team must present a written development plan and formal agreement between the parties to the City of Atlanta prior to executing the final contract.

The agreement should include, but is not limited to the following information:

- The type of collaboration, training and assistance to be provided. The areas of assistance encouraged include, but are not limited to, bonding and insurance support, management and scheduling support.
- The specific rights and responsibilities of the Mentor and the Protégé.
- Names or titles of the individuals from the Mentor responsible for working directly with the Protégé in the areas identified above.
- Names or titles of the individuals from the Protégé responsible for working directly with the Mentor in the areas listed above.
- The term of the agreement.
- A system to monitor and evaluate the effectiveness of the Mentor Protégé agreement.
- A plan detailing how the Mentor plans to include the Protégé on non-governmental projects, governmental projects, and DOT-assisted projects during the term of the agreement.
- Protégé shall not subcontract any of their work to the mentor firm or to other contractors without the approval of the OCC. Subcontracted work will not be counted toward DBE goals except as specified by Part 26.
- Mentor and Protégé representatives may not bid or otherwise participate independently on a contract in which the Mentor Protégé team is bidding or participating as a team.
- Work self-performed by the protégé may be used to fulfill up to one half of the DBE contract goal on this project.
- DBE credit will not be awarded to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé.
- Staff members from the Office of Contract Compliance will be available to review draft mentor-protégé agreements for compliance with this section.

FIRST SOURCE JOBS PROGRAM POLICY STATEMENT

The Atlanta Workforce Development agency has determined that the First Source Jobs Program **is not applicable** for FC# 8828. Comprehensive Transportation Plan Update (RFP).

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. The First Source Jobs Program only applies to eligible procurements that include Construction components. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents for procurements that include a construction component are **required** to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Michael Sterling of the Atlanta Workforce Development Agency at (404) 546-3000.

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

Additional Resources Proponents May Contact in an Effort to Identify DBE Participants

Atlanta Minority Business Development Center
Clem Wilmont
Project Director
1599-A Memorial Drive, SE
Suite 134
Atlanta, GA 30317
Phone: 404-329-4567
E-mail: cwilnot@AtIMBDC.com

Georgia Technology Authority
Thomas Hester
Contracting Officer
100 Peachtree Street
Suite 2300
Atlanta, GA 30303
Phone: 404-463-2339
E-mail: tdhester@gta.ga.gov

Atlanta Public Schools
Carolyn Lyons
Outreach Coordinator
Contract Compliance
1631 La France Street
Atlanta, GA 30307
Phone: 404-371-7130
Fax: 404-371-7126
Email: cl Lyons@atlanta.k12.ga.us

Governor's Small Business Center
Gail Webb
Governmental and Outreach
Community Administrator
200 Piedmont Avenue
1306 West Tower
Atlanta, GA 30334
Phone: 404-656-6315
Toll-Free: 800-495-0053
Email: gsbc@doas.ga.gov

Cobb County
Janice Cook
Department of Transportation
463 Commerce Park Drive, Suite 112
Marietta, GA 30060-2737
Phone: 770-528-3690
Fax: 770-528-4360
Email: janice.cook@cobbcounty.org

Minority Business Development Agency
Sunny Guider
Chief Business Development
401 West Peachtree Street, NW
Suite 1715
Atlanta, GA 30308-3516
Phone: 404-730-3300
Email: sguider@mbda.gov

Dekalb County
Terry Phillips
Contract Compliance Officer
1300 Commerce Drive
Room 202
Decatur, GA 30030
Phone: 404-371-2737
Email: tgphilli@co.dekalb.ga.us

Gwinnett County
Debra Green
Purchasing Director
75 Langley Drive
Lawrenceville, GA 30045
Phone: 770-822-8720
Fax: 770-822-8735 or 770-822-8728
Email: greende@co.gwinnett.ga.us

U.S. Small Business Administration
Dinora Gonzalez
Economic Development Specialist
233 Peachtree Street, NE
Suite 1900
Atlanta, GA 30303
Phone: 404-331-0100 ext. 410
Email: dinora.gonzalez-cook@sba.com

FC-8828: Comprehensive Transportation Plan Update

ATTACHMENT 1

Title VI and DBE Requirements

For Prime Contractors and Sub-grant Recipients

TITLE VI

ARC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000D to 2000D4, and Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, issued pursuant to such Act, hereby notifies all Respondents that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises shall be afforded full opportunity to submit proposals in response to this invitation and shall not be discriminated against on the grounds of race, color, sex, handicap, or national origin in consideration for an award.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

Overall DBE Goal: As part of its DBE Plan, ARC has an established overall goal of 15.1 percent.

Program Intent. ARC has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26 ("Part 26" or "DBE Regulations"). ARC has received federal financial assistance from the Department of Transportation for this contract opportunity, and as a condition of receiving this assistance, ARC has signed an assurance that it will comply with Part 26.

It is the policy of ARC to ensure that DBEs, as defined in Part 26, have an equal opportunity to participate in its DOT-assisted contracting opportunities. It is also ARC's policy:

- (a) To ensure nondiscrimination in the award and administration of DOT-assisted contracts in the Department's highway, transit, and airport financial assistance programs;
- (b) To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- (c) To ensure that the Department's DBE program is narrowly tailored in accordance with applicable law;
- (d) To ensure that only firms that fully meet this part's eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in DOT-assisted contracts; and
- (f) To assist the development of firms that can compete successfully in the marketplace outside the DBE program.

Definitions. Disadvantaged Business Enterprise (DBE) as used in this Contract shall have the same meaning as defined in 49 CFR Part 26. A DBE is a firm in which one or more individuals who are women or eligible minorities own and control at least 51% of the firm.

Compliance. All Bidders/Proposers, potential contractors, or subcontractors for this Contract are hereby notified that failure to carry out the policy and the DBE obligations, as set forth above, shall constitute a breach of Contract which may result in termination of the Contract or such other remedy as deemed appropriate by ARC.

Prompt Payment Requirement. In the event of contract award, the prime contractor agrees to pay each subcontractor under the prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from ARC. The prime contractor agrees further to return retainage payments to each subcontractor within 10 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of ARC. This clause applies to both DBE and non-DBE subcontracts.

Any contractor found not to be in compliance with this clause will be considered in breach of contract and any further payments will be withheld until corrective action is taken. If contractor does not take corrective action, contractor may be subject to contract termination.

Substitution. The Bidder shall make a good faith effort to replace a DBE Subcontractor that is unable to perform successfully with another DBE Subcontractor. Substitution must be coordinated and approved by ARC.

Documentation. The Bidder/Proposer shall establish and maintain records and submit regular reports, as required, which will identify and assess progress in achieving DBE subcontract levels and other DBE affirmative action efforts.

Additional information on ARC's Disadvantaged Business Enterprise Program can be obtained from Brittany Zwald, Contract & Grants Officer, Financial Services Division, Atlanta Regional Commission, 40 Courtland Street, Atlanta, GA 30303, 404-463-3162, bzwald@atlantaregional.com.

DBE UTILIZATION PLAN (Complete this form for each DBE firm participating in this proposal) *If no DBE firms are participating or the overall goal is not met, please attach evidence of good faith efforts to meet the goal.*

Name of bidder/offeror's firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____

Description of work to be performed by DBE firm:

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of

this work is \$ _____.

Affirmation

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

By _____ (Signature) (Title)

If the bidder/offeror does not receive award of the prime contract, any and all representations in this DBE Utilization Plan shall be null and void.

Appendix B

Insurance and Bonding Requirements

APPENDIX B

INSURANCE & BONDING REQUIREMENTS. FC-8828 COMPREHENSIVE TRANSPORTATION PLAN UPDATE

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. Professional Liability Insurance

Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability Insurance in an amount of **\$1,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision.

Appendix C

Additional Required Submittals

(Not Applicable)