



**ADDENDUM NO. 1  
RFP # 16-014  
STORM SYSTEM PROJECT DESIGN  
821 TANGLEWOOD TRAIL**

**COMPLETE THIS ADDENDUM, SIGN and SUBMIT with the RFP.**

**City of Sandy Springs – Purchasing Division  
Sandy Springs City Hall  
7840 Roswell Road Bldg. 500  
Sandy Springs, GA 30350**

**DUE DATE:  
April 6, 2016 2:00 p.m.**

**QUESTIONS/RESPONSES**

**Attached is the Consultant Model Contract to be used for this RFP. Offerors must disregard the Model Construction Contract that was originally included with the RFP.**

- Are bid bonds and payment/performance bonds required since this is a design contract and not a construction contract? **No. See attached Consultant Model Contract.**
- The sample contract appears to be for the construction contract. Please clarify as many of these requirements are not applicable to the design firm selected (punchlist, subcontractors, final work product, etc.) **See attached Consultant Model Contract.**
- The RFP indicates that the pipe design shall be in accordance with the Georgia Stormwater Management Manual; however, the RFP also indicates that the project should consist of relaying 18" pipe. Since no significant new impervious area is anticipated, no water quality, channel protection, or detention should be required per the manual. As part of the design, the size of the pipe should be analyzed using appropriate sizing software and design storm per the Georgia Stormwater Management Manual to confirm that the size of the pipe has adequate freeboard, acceptable headwater, and safe conveyance of the storms. Is it the City's intent to increase the pipe size to meet current stormwater requirements per the Manual if an increase is warranted? **No – the pipe size is to remain the same**
- Is the City responsible for any environmental coordination or for confirming that no environmental coordination is required? **No**
- Can the City confirm there are no stream buffers within 200' of the site? **There are stream buffers on site.**
- Are the approvals from the utility pipeline required within 45 days of NTP? **No.**
- Section C.16 of the RFP implies that only a drawing of the Existing Infrastructure and Concept Sketch is required within 45 days of the NTP. However, the scope of work implies that all drawings are due within 45 days. Please confirm what deliverables are required within 45 days of the NTP. **Existing Infrastructure GIS Inventory and As-Builts are shown in the RFP. Consultant is responsible for the Concept Drawings which are due within 45 days of the Notice to Proceed.**

- Will temporary pavement be required for ingress/egress in order to stage the construction of the pipe? **No.**
- Is it a requirement of the project to keep Tanglewood Trail open at all times? **Yes.** If not, are there acceptable closures that should be considered as we prepare our construction schedule? **Single lane closures.**
- Does the consultant need to be prequalified with GDOT for Utility Coordination? **Yes.**
- Section 6C, Past Performance – References. The first paragraph requests references but the last sentence in the second paragraph mentions a sample reference letter? Please clarify if reference letters are required and whether or not they are required for each reference. **References are required with the submittal. Reference letters are not required. Please strike the sentence “The sample reference letter shall be prepared on the Offeror’s letterhead, addressed to the contact at the reference, signed by the Offeror and included with the submittal. “**
- Section 10, Model Contract – The opening text encourages Offerors to read the contract provisions carefully; please clarify whether or not the contract and contract forms must be submitted with the proposal. **See attached Consultant Model Contract. Please return all affidavits with your proposal. (These do not count toward the maximum page count limit.)**
- Exhibit K6, Professional (Errors and Omissions) Insurance – the City’s requirement for \$3 Million per occurrence or claim / \$3 Million Aggregate seems excessive for a project of this size. WK Dickson routinely provides professional services to many clients with limits of \$2 Million per occurrence or claim / \$3 Million Aggregate on much larger projects. Would these lower limits be acceptable to the City? **These are the City’s standard insurance requirements.**
- Several Exhibits to the contract appear to be typical construction contractor requirements but are not typically applicable to professional services agreements. These are:
  - Exhibit M, Electrical Safety Provisions
  - Bid Bond, p.68
  - Performance Bond, p. 70
  - Payment Bond, p. 72
  - Maintenance Bond, p. 75

We respectfully request that these provisions be removed from the Model Contract. **See attached Consultant Model Contract**

- The current pipe appears to be conveying an Intermittent Stream. Does the City intend to use the same alignment or new alignment for the proposed pipe? If new alignment, will the City (as a Local Issuing Authority) require a State Buffer Variance? **It will be the same alignment.**
- The RFP asks the consultant to evaluate any potential utility conflicts. What level of SUE would the City like to see in the proposal? **Up to Level C at a minimum; however, rates for up to Level A should be included on an as-needed basis.**
- Are cover and back pages included in the page count? **Cover and back pages and required forms are not included in the page count.**
- In Section C. Past Performance – References, you ask for a reference letter with 3-5 reference projects prepared on letterhead, addressed to the contact at the reference, and signed. Is that separate from the examples of experience on similar projects you ask for in Section 3 (page 13)? And if so, where does the reference letter fit in the proposal format? Will that be counted toward the over page count? **References are required with the submittal. Reference letters are not required. Please strike the sentence “The sample reference letter shall be prepared on the Offeror’s letterhead, addressed to the contact at the reference, signed by the Offeror and included with the submittal.” Section 3 refers to the firm’s history and proposed team members experience working on similar project. Section 3 Contents of Response and Section 6 C Past Performance-References count towards the page count limit.**



**MODEL CONTRACT**

**AGREEMENT**

**FOR**

**STORM SYSTEM PROJECT DESIGN  
821 TANGLEWOOD TRAIL**

**("Project")**

**Between**

**CITY OF SANDY SPRINGS, GEORGIA**

**("Sandy Springs")**

**And**

---

**("Consultant")**

# **AGREEMENT**

## **INDEX OF ARTICLES**

- ARTICLE 1. CONSULTANT/OWNER AGREEMENT
- ARTICLE 2. DESCRIPTION OF PROJECT
- ARTICLE 3. SCOPE OF SERVICES
- ARTICLE 4. DELIVERABLES
- ARTICLE 5. SERVICES PROVIDED BY SANDY SPRINGS
- ARTICLE 6. MODIFICATIONS/CHANGE ORDERS/VERBAL AGREEMENTS
- ARTICLE 7. TIME OF PERFORMANCE OF WORK
- ARTICLE 8. TERM OF AGREEMENT
- ARTICLE 9. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
- ARTICLE 10. QUALIFICATION OF CONSULTANT'S PERSONNEL AND ENDORSEMENT OF DOCUMENTS
- ARTICLE 11. SUSPENSION OF WORK
- ARTICLE 12. UTILITIES
- ARTICLE 13. DISPUTES
- ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE
- ARTICLE 15. TERMINATION FOR CONVENIENCE OF SANDY SPRINGS
- ARTICLE 16. WAIVER OF BREACH
- ARTICLE 17. INDEPENDENT CONTRACTOR
- ARTICLE 18. RESPONSIBILITY OF CONSULTANT
- ARTICLE 19. COOPERATION WITH OTHERS
- ARTICLE 20. ACCURACY OF WORK
- ARTICLE 21. REVIEW OF WORK
- ARTICLE 22. INDEMNIFICATION
- ARTICLE 23. CONFIDENTIALITY
- ARTICLE 24. OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION
- ARTICLE 25. COVENANT AGAINST CONTINGENT FEES
- ARTICLE 26. INSURANCE
- ARTICLE 27. PROHIBITED INTEREST
- ARTICLE 28. SUBCONTRACTING
- ARTICLE 29. ASSIGNABILITY
- ARTICLE 30. ANTI-KICKBACK CLAUSE
- ARTICLE 31. DRUG-FREE WORKPLACE CERTIFICATION
- ARTICLE 32. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION
- ARTICLE 33. TITLE VI
- ARTICLE 34. AUDITS AND INSPECTORS
- ARTICLE 35. ACCOUNTING SYSTEM
- ARTICLE 36. ENTIRE AGREEMENT
- ARTICLE 37. SEVERABILITY
- ARTICLE 38. HEADINGS
- ARTICLE 39. COUNTERPARTS
- ARTICLE 40. GENDER AND NUMBER
- ARTICLE 41. NOTICES
- ARTICLE 42. JURISDICTION
- ARTICLE 43. EQUAL EMPLOYMENT OPPORTUNITY
- ARTICLE 44. FORCE MAJEURE

## **INDEX OF EXHIBITS**

EXHIBIT A	CONSULTANT'S PROPOSAL
EXHIBIT B	DESCRIPTION OF PROJECT
EXHIBIT C	SCOPE OF SERVICES
EXHIBIT D	DELIVERABLES
EXHIBIT E	SCHEDULE OF TIME AND PERFORMANCE OF WORK
EXHIBIT F	COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES
EXHIBIT G	CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE
EXHIBIT H	GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION
EXHIBIT I:	TITLE VI
EXHIBIT J:	INSURANCE REQUIREMENTS

## **AGREEMENT**

This Agreement (“Agreement”), made and entered into as of \_\_\_\_\_ by and between the City of Sandy Springs, a political subdivision of the State of Georgia (“Sandy Springs”), and \_\_\_\_\_, a corporation of the State of \_\_\_\_\_ and authorized to do business in the State of Georgia (“Consultant” or “Prime Consultant”):

## **WITNESSETH**

WHEREAS, Sandy Springs through its governing body desires to retain a qualified and experienced consulting firm to perform certain concept and design services for the Storm System Project Design 821 Tanglewood Trail (“Project”); and

WHEREAS, Consultant has represented to Sandy Springs that it is experienced and has qualified and local staff available to commit to the Project and Sandy Springs has relied upon such representations;

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, Sandy Springs and Consultant agree as follows:

### **ARTICLE 1 CONSULTANT/OWNER AGREEMENT**

Sandy Springs hereby engages Consultant, and Consultant hereby agrees to perform, the services hereinafter set forth and as set forth in the proposal submitted by the Consultant in response to a Sandy Springs’ request for proposal and exhibits thereto (“Proposal”) as it may have been amended, a copy of which is attached hereto as **EXHIBIT A – CONSULTANT’S PROPOSAL**. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if they were contained herein.

### **ARTICLE 2 DESCRIPTION OF PROJECT**

Sandy Springs and Consultant agree that the Project is as described in **EXHIBIT B - DESCRIPTION OF PROJECT**.

### **ARTICLE 3 SCOPE OF SERVICES**

Unless modified in writing by both parties in the manner specified in this Agreement, duties of Consultant shall not be construed to exceed those services specifically set forth herein. Consultant agrees to provide all services, products, and data and to perform all tasks described in **EXHIBIT C – SCOPE OF SERVICES**.

**ARTICLE 4  
DELIVERABLES**

Consultant shall provide to Sandy Springs all deliverables specified in **EXHIBIT D – DELIVERABLES**. Deliverables shall be furnished to Sandy Springs by Consultant in a media form that is acceptable and usable by Sandy Springs at no additional cost at the end of the Project.

**ARTICLE 5  
SERVICES PROVIDED BY SANDY SPRINGS**

Consultant shall gather from Sandy Springs all available non-privileged data and information pertinent to the performance of the services for the Project. Certain services as described in **EXHIBIT C – SCOPE OF SERVICES**, if required, will be performed and furnished by Sandy Springs in a timely manner so as not to unduly delay Consultant in the performance of said obligations. Sandy Springs shall have the final decision as to what data and information is pertinent.

Sandy Springs will appoint in writing a Sandy Springs authorized representative with respect to work to be performed under this Agreement who shall remain the authorized representative until Sandy Springs gives written notice of the appointment of a successor. The Sandy Springs authorized representative shall have complete authority to transmit instructions, receive information, and define Sandy Springs policies. Consultant may rely upon written consents and approvals signed by the Sandy Springs authorized representative.

**ARTICLE 6  
MODIFICATIONS/CHANGE ORDERS/VERBAL AGREEMENTS**

No verbal agreement or conversation with any officer, agent or employee of Sandy Springs either before, during, or after the execution of this Agreement shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Consultant to any additional payment whatsoever under the terms of this Agreement. If, during the course of performing work on the Project, Sandy Springs and Consultant agree that it is necessary to make changes in the Project as described herein and in referenced exhibits, such changes will be incorporated by written change order and/or supplemental agreements to this Agreement. Any such change order and/or supplemental agreement shall be subject to the express approval of the City of Sandy Springs in its sole discretion and shall further be subject to Sandy Springs' purchasing policies and shall conform to all other applicable requirements of Sandy Springs.

**ARTICLE 7  
TIME OF PERFORMANCE OF WORK**

Consultant shall not proceed to furnish such services and Sandy Springs shall not become obligated to pay for same until a written authorization to proceed ("Notice to Proceed") has been sent to Consultant from Sandy Springs. The time of performance of work shall begin upon the date of Notice to Proceed and continue pursuant to the schedule described in **EXHIBIT E – SCHEDULE OF TIME AND PERFORMANCE OF WORK**. Consultant shall begin work under this Agreement no later than five (5) days after the effective date of Notice to Proceed, and shall dedicate sufficient efforts to each

required task to complete same in accordance with **EXHIBIT E – SCHEDULE OF TIME AND PERFORMANCE OF WORK**.

The time of performance of work does not include time for reviews for the Project by Sandy Springs, its authorized representative, or any other agency or agencies reviewing the Project. Time charges shall cease when a phase specified in the Proposal has been completed to the satisfaction of the Sandy Springs authorized representative.

When a phase specified in the fee proposal has been completed to the satisfaction of the Sandy Springs authorized representative, he will notify Consultant that all tasks of such phase are considered accepted and fulfilled as specified in the fee proposal. A Notice to Proceed shall be issued to the Consultant for the next phase of work and shall address the total time of performance of work remaining on the Agreement.

## **ARTICLE 8 TERM OF AGREEMENT**

The term of this Agreement shall commence on the date of award by Sandy Springs. Notwithstanding the foregoing, this Agreement shall continue until Sandy Springs has received and accepted all deliverables, but in no event shall this Agreement extend beyond **DATE**, unless the same is amended in writing as provided in this Agreement.

## **ARTICLE 9 COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES**

Compensation for work performed by Consultant on the Project shall be on the basis of rates shown in the Proposal. Direct and miscellaneous costs should be included in the Proposal.

The total contract amount for the Project shall be as set forth in **EXHIBIT F - COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES**, which is full payment for the complete scope of services. Invoices for payment shall be submitted to Sandy Springs by the first (1<sup>st</sup>) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1<sup>st</sup>) calendar day of the month may not be paid until the last day of the following month.

The Consultant may submit to Sandy Springs an invoice, in a form acceptable to Sandy Springs and accompanied with all support documentation requested by Sandy Springs, for payment and for services that were completed during the preceding phase. Sandy Springs shall review for approval said invoices. Sandy Springs shall have the right not to pay any invoice or part thereof if not properly supported, or if the costs requested or a part thereof, as determined by Sandy Springs, are reasonably in excess of the actual stage of completion. Sandy Springs shall pay each such invoice or portion thereof as approved, provided that the approval or payment of any such invoice shall not be considered to be evidence of the performance of the Consultant to the point indicated by such invoice, or receipt of acceptance by Sandy Springs of the services covered by such invoice. Sandy Springs shall promptly pay any undisputed items contained in such invoices. As a minimum, each invoice shall include a narrative describing the total work accomplished for each phase, an accurate update of **EXHIBIT E – SCHEDULE OF TIME AND PERFORMANCE OF WORK** reflecting current status and noting any deviations from the

schedule, and a description of the percentage of total work completed for each phase through the date of the statement.

The Consultant must certify in writing that all subcontractors and suppliers have been promptly paid for work and materials and previous progress payments received, less any retainage by the Consultant prior to receipt of any further progress payments. In the event the Prime Consultant is unable to pay subcontractors or suppliers until it has received a progress payment from Sandy Springs, the Prime Consultant shall pay all subcontractors or suppliers funds due from said progress payments within forty-eight (48) hours of receipt of payment from Sandy Springs and in no event later than fifteen (15) days as provided for by state law.

Consultant agrees that the compensation provided herein shall be full and final settlement of all claims arising against Sandy Springs for work done, materials furnished, costs incurred or otherwise arising out of this Agreement and shall release Sandy Springs from any and all further claims related to payment for services and materials furnished in connection with this Agreement.

Sandy Springs and Consultant agree that in the event any Agreement provision pertaining to the time of payment, the rate of payment, and any rates of interest differs from any provision of the Prompt Pay Act, such provision of the Prompt Pay Act is hereby waived and said Agreement provision shall control. Sandy Springs shall not be responsible for any interest penalty for any late payment.

#### **ARTICLE 10 QUALIFICATION OF CONSULTANT'S PERSONNEL AND ENDORSEMENT OF DOCUMENTS**

Consultant shall identify in writing a Project manager who shall have sole authority to represent Consultant on all matters pertaining to this Agreement.

Consultant represents that it has secured or will secure, at its own expense, all equipment and personnel necessary to complete its obligations pursuant to this Agreement. No personnel shall be employees of or have any contractual relationship with Sandy Springs. All of the services required hereunder will be performed by Consultant under its supervision and all personnel engaged in the work hereunder shall be fully qualified and shall be authorized or permitted under law to perform such services.

Consultant shall use the design team presented to Sandy Springs at the time of negotiations unless changes in the design team are approved in writing by Sandy Springs. Written notification shall be immediately provided to Sandy Springs upon change or severance of any key personnel or subcontractor performing services on the Project by Consultant. No changes or substitutions shall be permitted in Consultant's key personnel or subcontractors performing services on the Project without the prior written approval of Sandy Springs. Changing of key personnel or subcontractors performing services during the course of the Project without the prior written approval of Sandy Springs shall constitute a cause for termination under the terms outlined in Article 14 hereof entitled "TERMINATION OF AGREEMENT FOR CAUSE".

Consultant shall employ only persons qualified and duly registered in the appropriate category in responsible charge of supervision and design of the work and further shall employ only qualified and duly registered surveyors in responsible charge of any survey work.

Consultant shall endorse all deliverables including reports, and contract plans. Such endorsements shall be made by a person duly registered for such services by the governing authority authorized by the State of Georgia, being in the full employ of Consultant and responsible for the work prescribed by this Agreement.

## **ARTICLE 11 SUSPENSION OF WORK**

Sandy Springs may order Consultant in writing to suspend, delay or interrupt all or any part of the work on the Project for such period of time as he may determine appropriate for the convenience of Sandy Springs. The time for completion of the work shall be extended by the number of days the work is suspended. Sandy Springs shall not be responsible for any claims, damages or costs stemming from any delay of the Project.

## **ARTICLE 12 UTILITIES**

Where privately, publicly or cooperatively owned utility companies will require rearrangements in connection with the proposed construction, Consultant shall furnish prints or sepias to Sandy Springs to be sent by Sandy Springs to the utility owners as directed by Sandy Springs.

Consultant shall make no commitments with the utilities which are binding upon Sandy Springs without the approval of Sandy Springs. Consultant will conduct all coordination with the utilities and authorities; however, Sandy Springs may be asked to participate in such negotiations.

## **ARTICLE 13 DISPUTES**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days written notice to Sandy Springs of the claim and the intent to initiate a civil action.

## **ARTICLE 14 TERMINATION OF AGREEMENT FOR CAUSE**

Sandy Springs reserves the right to terminate this Agreement at any time for just cause upon thirty (30) days written notice to Consultant, notwithstanding any just claims by Consultant for payment for services rendered prior to the date of termination. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

Failure of Consultant to comply with all terms of the Agreement, including maintaining required insurance coverage, may be considered just cause for termination. In the event the required insurance

coverage is not maintained, any written notice of termination to Consultant shall be effective immediately notwithstanding the thirty (30) days' notice otherwise required herein. TIME IS OF THE ESSENCE and if the Consultant refuses or fails to perform the work, maintain the scheduled level of effort as proposed and described in this Agreement, or any separable part thereof, with such diligence as will insure completion of the work within the specified time period, as more thoroughly described in Article 8 herein entitled TERM OF AGREEMENT, or any extension or tolling thereof, or fails to complete said work within such time, such failure to perform the work shall constitute cause for termination. Sandy Springs may, by written notice to Consultant, terminate Consultant's right to proceed with the work or such part of the work as to which there has been delay. In such event, Sandy Springs may take over the work and perform the same to completion, by contract or otherwise, and Consultant shall be required to provide all copies of finished or unfinished documents prepared by Consultant under this Agreement to Sandy Springs as stated in **EXHIBIT D – DELIVERABLES**. Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by Sandy Springs. Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to Sandy Springs resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with Sandy Springs obtaining the services of another Consultant to complete the Project.

#### **ARTICLE 15 TERMINATION FOR CONVENIENCE OF SANDY SPRINGS**

Notwithstanding any other provisions of this Agreement, Sandy Springs may terminate this Agreement for its convenience at any time by written notice to Consultant. If the Agreement is terminated for convenience of Sandy Springs as provided in this Article, Consultant will be paid compensation for those services actually performed. Partially completed tasks will be compensated based on a signed statement of completion to be submitted by Consultant which shall itemize each task element and briefly state what work has been completed and what work remains to be done.

#### **ARTICLE 16 WAIVER OF BREACH**

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or other provision thereof.

#### **ARTICLE 17 INDEPENDENT CONTRACTOR**

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of Sandy Springs. Inasmuch as Sandy Springs and Consultant are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Consultant agrees not to represent itself as the City's agent for

any purpose to any party or to allow any employee of Consultant to do so, without specific prior written authorization from Sandy Springs, and then only for the limited purpose stated in such authorization. Consultant shall assume full liability for any contracts or agreements that Consultant enters into on behalf of Sandy Springs without the express knowledge and prior written authorization of Sandy Springs.

## **ARTICLE 18 RESPONSIBILITY OF CONSULTANT**

Consultant is employed to render a professional service only and any payments made to Consultant are compensation solely for such services rendered and for recommendations made in carrying out the work. Consultant shall follow the practice of the engineering profession to make findings, opinions, factual presentations, professional advice and recommendations. Errors due to Consultant's failure to comply with standard engineering procedures shall be corrected in a time frame agreed to by Sandy Springs and at Consultant's expense.

## **ARTICLE 19 COOPERATION WITH OTHERS**

Consultant will undertake the Project in cooperation with and in coordination with other studies, projects or related work performed for, with or by Sandy Springs employees, appointed committees or other consultants and contractors. Consultant shall fully cooperate with Sandy Springs and with other consultants, contractors and Sandy Springs employees or appointed committees. Such cooperation shall include, but not be limited to, attendance at meetings, discussions and hearings, as may be requested by Sandy Springs, furnishing plans and other data produced in the course of work on the Project, as may be requested from time to time by Sandy Springs to effect such cooperation and compliance with all directives issued by Sandy Springs. Consultant shall provide Sandy Springs with its schedule of work, time and effort to coordinate with other consultants and contractors under contract with Sandy Springs. Consultant shall not commit or permit any of its employees, agents or subcontractors to commit an act which will interfere with the performance of work to be done on the Project by any other consultant or contractor or by Sandy Springs employees.

## **ARTICLE 20 ACCURACY OF WORK**

Consultant shall be responsible for the accuracy of its work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by Sandy Springs will not relieve Consultant of the responsibility of subsequent corrections of any errors, the clarification of any ambiguities, or the costs associated with any additional work caused by negligent errors in, or negligent omissions from, the plans prepared by Consultant. At any time during construction of the Project provided for by the plans or during any phase of work performed by others based on data secured by Consultant under this Agreement, Consultant shall confer with Sandy Springs for the purpose of interpreting the information obtained and to correct any errors or omissions. Consultant shall prepare any plans, reports, field work, or data required by Sandy Springs to correct its errors or omissions. The above consultation, clarification or correction shall be made without added compensation to Consultant. Consultant shall give immediate attention to these changes so there will be a minimum of delay to

others. Prior notification by Consultant of the acceptance of any item(s) furnished by Sandy Springs shall transfer the responsibilities for the accuracy of that item(s) to Consultant.

## **ARTICLE 21 REVIEW OF WORK**

Authorized representatives of Sandy Springs may at all reasonable times review and inspect Project activities and data collected under this Agreement and amendments thereto. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for Consultant, shall be available to authorized representatives of Sandy Springs for inspection and review at all reasonable times in the main office of Sandy Springs. Consultant shall maintain all required records pertinent to this Agreement for a period of three (3) years after final payment is made and all other pending matters are closed. Sandy Springs reserves the right to review and authorize the Project to move forward if affected public agencies, railroads and utilities have not provided timely acceptance. Authorization by Sandy Springs for the Project to move forward in such an event shall not relieve Consultant of its professional obligation to correct, at its expense, any of its errors in work; provided, however, that any additional work which becomes reasonably necessary based on such authorization shall be compensated pursuant to change order as provided in Article 6 hereof so long as such additional work is not due to the fault of Consultant. Sandy Springs may request at any time and Consultant shall produce progress prints or copies of any work as performed under this Agreement. Refusal by Consultant to submit progress reports and/or plans shall be cause for Sandy Springs, without any liability therefore, to withhold payment to Consultant until Consultant complies with Sandy Springs' request in this regard. Sandy Springs' review recommendations shall be incorporated into the plans by Consultant.

## **ARTICLE 22 INDEMNIFICATION**

- A. **Commercial General Liability Indemnification.** Other than arising out of the performance of professional services, and to the fullest extent permitted by law, Consultant shall indemnify, defend and hold Sandy Springs, its officers, agents, employees and successors and assigns, harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorneys' fees and defense costs incurred in connection with the defense of third party claims) for claims, suits, or actions of any kind where such liability arises out of or is in connection with the performance (other than the performance of professional services) of this Agreement by Consultant.
- B. **Professional Liability Indemnification.** Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Sandy Springs, its officers, agents, and employees, harmless from and against damages, liabilities and costs (including, to the extent allowable by law, reasonable attorneys' fees and defense costs incurred in connection with the defense of third party claims) to the extent caused by the negligent acts, errors or omissions of Consultant in the performance of professional services pursuant to this Agreement.

Consultant further agrees to protect, defend, indemnify and hold harmless Sandy Springs, its officers, agents and employees from and against any and all claims or liability for compensation under the

Workers' Compensation Act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

### **ARTICLE 23 CONFIDENTIALITY**

Consultant agrees that its conclusions and any reports are for the confidential information of Sandy Springs and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to Sandy Springs, and will only discuss the same with it or its authorized representatives, except as required under this Agreement to provide information to the public. Upon completion of this Agreement term, all documents, reports, maps, data and studies prepared by Consultant pursuant thereto and any equipment paid for by Sandy Springs as a result of this Agreement, shall become the property of Sandy Springs and be delivered to the authorized representative of Sandy Springs.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the work conducted under this Agreement shall not be presented publicly or published without the prior approval in writing of Sandy Springs. All releases of information, findings, recommendations, and published reports shall include the disclaimer on the cover and title page in the following form:

“The contents of this publication reflect the views of the author(s), who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official views or policies of Sandy Springs. This publication does not constitute a standard, specification or regulation.”

It is further agreed that if any information concerning the Project, its contents, results, or data gathered or processed should be released by Consultant without prior approval from Sandy Springs, the release of the same shall constitute grounds for termination of this Agreement without indemnity to Consultant, but should any such information be released by Sandy Springs or by Consultant with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement.

Should such information be required to be released under the Georgia Open Records Act, O.C.G.A. § 50-18-70, et seq., the restrictions and penalties set forth herein shall not apply. Any request for information directed to Consultant by the public pursuant to the Georgia Open Records Act shall be redirected to the Sandy Springs for further action.

### **ARTICLE 24 OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION**

Consultant agrees that Sandy Springs is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement; provided, however, that Sandy Springs acknowledges that such information, data, and materials are Project specific and are not to be used in connection with other projects as a matter of general application. Consultant or any subcontractor is not allowed to use

or sell any information subject to this Agreement for educational, publication, profit, research or any other purpose without the written consent of an authorized representative of Sandy Springs. All electronic files used on this Project and necessary to view and/or access information, including any custom or commercially available software developed or used by Consultant, shall become the property of Sandy Springs to the extent that such electronic files are not maintained by Sandy Springs in the ordinary course of business unless the Consultant receives written confirmation from the City that such software shall not be required as part of the Project deliverables. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the authorized representative of Sandy Springs. Any work developed for use on this Project may be released as public domain information by the authorized representative of Sandy Springs at his/her sole discretion.

## **ARTICLE 25 COVENANT AGAINST CONTINGENT FEES**

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage or contingent fee, gift or other consideration, excepting bona fide employees maintained by Consultant for the purpose of securing business and that Consultant has not received any non-Sandy Springs fee related to this Agreement without the prior written consent of Sandy Springs. For breach or violation of this warranty, Sandy Springs shall have the right to annul this Agreement without liability or at its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of any such fee, commission, percentage, brokerage or contingent fee, gift or other consideration.

## **ARTICLE 26 INSURANCE**

26.1. Prior to beginning Work on the Project, the Consultant shall procure and maintain for the duration of this Contract, and for one (1) years thereafter, at its sole cost and expense such insurance as will fully protect it and the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers from incidents, accidents and claims for personal injury, bodily injury, and property damage which may arise from or in connection with the performance of the work and for the Consultant's professional liability (errors and omissions) under this Contract, whether such services and work are performed by the Consultant, its agents, representatives, employees, or by any sub consultant or any tier directly employed or retained by either. The following is the minimum insurance and limits that the Consultant must maintain. If the Consultant maintains higher limits than the minimums shown below, the City requires and shall be entitled to coverage for the higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

All of the insurance herein specified shall be written on a form acceptable to the City and shall be A.M. Best Company rated A X or greater. See EXHIBIT J, INSURANCE REQUIREMENTS attached hereto and incorporated herein.

26.2. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Consultant receives notice of non-renewal or material adverse change of any of the

required coverages, the Consultant shall promptly advise the City in writing. Failure of the Consultant to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Consultant should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Consultants' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Consultant to the City.

The obligations for the Consultant to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Consultant whether or not same is covered by insurance.

26.3 If the City has any objections to the coverage afforded by or provisions of the insurance required to be purchased and maintained by the Consultant, the City will notify the Consultant thereof within twenty (20) days of the date of delivery of such certificates to the City.

26.4 The Consultant shall provide to the City such additional information in respect of insurance provided by it as the City may reasonably request. The right of the City to review and comment on certificates of insurance is not intended to relieve the Consultant of his responsibility to provide insurance coverage as specified nor to relieve the Consultant of his liability for any claims which might arise.

26.5 The Consultant agrees to require its Sub consultants to obtain insurance complying with the requirements the requirements of the Contract Documents.

## **ARTICLE 27 PROHIBITED INTEREST**

- A. **Conflict of Interest.** Consultant agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its services hereunder. Consultant further agrees that, in the performance of the Agreement, no

person having any such interest shall be employed.

- B. **Interest of Public Officials.** No member, officer or employee of Sandy Springs during his tenure shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

## **ARTICLE 28 SUBCONTRACTING**

Unless otherwise provided in this Agreement, Consultant shall not subcontract any part of the work covered by this Agreement or permit subcontracted work to be further subcontracted without prior written approval of Sandy Springs.

## **ARTICLE 29 ASSIGNABILITY**

It is understood by the parties to this Agreement that the work of Consultant is considered personal by Sandy Springs. Consultant shall not assign, sublet or transfer this Agreement or any portion thereof without the prior express written consent of Sandy Springs. Any attempted assignment, subletting or transfer by Consultant without the prior express written consent of Sandy Springs shall at Sandy Springs' sole option terminate this Agreement without any notice to Consultant of such termination. Consultant binds itself, its successors, assigns, and legal representatives of such other party in respect to all covenants, agreements and obligations contained herein.

## **ARTICLE 30 ANTI-KICKBACK CLAUSE**

Salaries of engineers, surveyors, draftsmen, clerical and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are mandatory by law. Consultant hereby promises to comply with all applicable anti-kickback laws, and shall insert appropriate provisions in all subcontracts covering work under this Agreement.

## **ARTICLE 31 DRUG-FREE WORKPLACE CERTIFICATION**

Consultant shall execute a certification in the form of **EXHIBIT G - CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE**, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant shall certify that:

- (1) the provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the "Drug-Free Workplace Act" have been complied with in full;
- (2) a drug-free workplace will be provided for the consultant's employees during the performance of this Agreement;
- (3) each subcontractor hired by Consultant shall be required to ensure that the subcontractor's

employees are provided a drug-free workplace; and

- (4) Consultant will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

**ARTICLE 32  
GEORGIA SECURITY AND IMMIGRATION  
COMPLIANCE ACT CERTIFICATION**

Consultant shall execute a certification in the form of **EXHIBIT H - CERTIFICATION OF CONSULTANT – GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant agrees to comply with all applicable requirements of the Georgia Security and Immigration Compliance Act of 2006 as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, “Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program,” accessed at <http://www.dol.state.ga.us>, as further set forth in the certification attached as **EXHIBIT H**.

**ARTICLE 33  
TITLE VI**

The Contractor shall comply with and shall require its subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in **EXHIBIT I, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**, attached hereto and incorporated herein.

**ARTICLE 34  
AUDITS AND INSPECTORS**

At any time during normal business hours and as often as Sandy Springs may deem necessary, Consultant shall make available to Sandy Springs and/or representatives of Sandy Springs for examination all of its records with respect to all matters covered by this Agreement.

It shall also permit Sandy Springs and/or representative of Sandy Springs to audit, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Consultant’s records of personnel, conditions of employment, and financial statements (hereinafter “Information”) constitute trade secrets and are considered confidential and proprietary by Consultant. To the extent Sandy Springs audits or examines such Information related to this Agreement, Sandy Springs shall not disclose or otherwise make available to third parties any such Information without Consultant’s prior written consent unless required to do so by law. Nothing in this Agreement shall be construed as granting Sandy Springs any right to make copies, excerpts or transcripts of such Information outside the area covered by this Agreement without the prior written consent of Consultant. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred on the Project and

used in support of its Proposal and shall make such material available at all reasonable times during the period of the Agreement and for three (3) years from the date of final payment under the Agreement, for inspection by Sandy Springs or any reviewing agencies and copies thereof shall be furnished upon request and at no additional cost to Sandy Springs. Consultant agrees that the provisions of this Article shall be included in any Agreements it may make with any subcontractor, assignee or transferee.

### **ARTICLE 35 ACCOUNTING SYSTEM**

Consultant shall have an accounting system, which is established and maintained in accordance with generally accepted accounting principles. Consultant must account for costs in a manner consistent with generally accepted accounting procedures, as approved by Sandy Springs.

### **ARTICLE 36 ENTIRE AGREEMENT**

This Agreement, including the exhibits, constitutes the entire agreement of the parties pertaining to the subject matter hereof and is intended as a complete and exclusive statement of promises, representations, discussions and agreements, oral or otherwise, that have been made in connection therewith. No modification or amendment to this Agreement shall be binding upon the parties unless the same is in writing, signed by the Consultant's and Sandy Springs' duly authorized representatives, subject to Sandy Springs' purchasing policies.

### **ARTICLE 37 SEVERABILITY**

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect, enforceable in accordance with its terms.

### **ARTICLE 38 HEADINGS**

This Agreement shall not be interpreted by reference to any of the titles or headings to the sections or paragraphs of this Agreement, which have been inserted for convenience purposes only and are not deemed a part hereof.

### **ARTICLE 39 COUNTERPARTS**

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

### **ARTICLE 40 GENDER AND NUMBER**

This Agreement shall be construed by the actual gender and/or number of the person, persons, entity and/or entities referenced herein, regardless of the gender and/or number used in such reference.

**ARTICLE 41  
NOTICES**

All notices shall be in writing and delivered in person or transmitted by certified mail, postage prepaid.

Notice to Sandy Springs shall be addressed as follows:

City of Sandy Springs  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350  
ATTN: John McDonough, City Manager

With copies to:

City of Sandy Springs  
7840 Roswell Road, Suite 330  
Sandy Springs, Georgia 30350  
ATTN: Wendell Willard, City Attorney

City of Sandy Springs  
7840 Roswell Road, Building 500  
Sandy Springs, Georgia 30350  
ATTN: \_\_\_\_\_  
Project Manager

Notice to Consultant shall be addressed as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ATTN: \_\_\_\_\_  
Consultant  
Project Manager

**ARTICLE 42  
JURISDICTION**

This Agreement shall be administered and interpreted under the laws of the State of Georgia. Jurisdiction of litigation arising from this Agreement shall be in Georgia. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

Whenever reference is made in the Agreement to standards or codes in accordance with which work is to be performed, the edition or revision of the standards or codes current on the effective date of this Agreement shall apply, unless otherwise expressly stated.

**ARTICLE 43**  
**EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Agreement, Consultant agrees as follows:

- A. Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin.
- B. Consultant will, in all solicitations or advertisements for employees placed by, or on behalf of Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.
- C. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

**ARTICLE 44**  
**FORCE MAJEURE**

Neither Sandy Springs nor Consultant shall be deemed in violation of this Agreement if either is prevented from performing its obligations hereunder for any reason beyond its control, including but not limited to acts of God, civil or military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods or catastrophic failures of public transportation; provided, however, that nothing herein shall relieve or be construed to relieve Consultant from performing its obligations hereunder in the event of riots, rebellions or legal strikes.

**IN WITNESS WHEREOF**, the parties hereto, acting through their duly authorized agents, have signed and sealed this Agreement.

**CITY OF SANDY SPRINGS, GEORGIA**

By: \_\_\_\_\_  
John McDonough, City Manager

\_\_\_\_\_  
Date of Execution

ATTEST:

By: \_\_\_\_\_  
City Clerk

(SEAL)

Approved as to Form:

By: \_\_\_\_\_ Assistant City Attorney

**[SIGNATURES CONTINUED ON FOLLOWING PAGE]**

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
Date of Execution

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

\_\_\_\_\_  
(typed or printed name)

\_\_\_\_\_  
Title

ATTEST:

By: \_\_\_\_\_  
Secretary for Corporation

(SEAL)

\_\_\_\_\_  
Witness

Executed in originals of four (4).

FINAL AFFIDAVIT

TO SANDY SPRINGS

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and services, subcontractors, mechanics, and laborers employed by \_\_\_\_\_ (“Consultant”) or any of its subcontractors in connection with the design and/or construction of \_\_\_\_\_ (the “Project”) have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Sandy Springs on the Project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, \_\_\_\_\_ who under oath deposes and says that he is \_\_\_\_\_ of \_\_\_\_\_ (“Consultant”), that he has read the above statement and that, to the best of his knowledge and belief, the same is an exact true statement.

\_\_\_\_\_  
Notary Public

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

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

**EXHIBIT B**  
**DESCRIPTION OF PROJECT**

The 18" CMP culvert located near 821 Tanglewood Trail is compromised and causing a sinkhole. Due to the deteriorated condition of the pipe, the City prefers to replace it.

**EXHIBIT C**  
**SCOPE OF SERVICES**

The design service contractor must be able to provide the following services: surveying, and design drawing preparation suitable for contract bidding. Please also include construction oversight for the duration of the project in the proposal price.

## **EXHIBIT D DELIVERABLES**

Required work should include but is not limited to the following:

1. Coordination with Colonial Pipeline and Plantation Pipeline to secure design approval and easements
2. Evaluate any potential utility conflicts and include costs in separate sealed Cost Proposal
3. Include projected schedule for construction
4. Design survey of the project area
5. Construction plans for the proposed improvements
6. Engineer's Estimate with Quantities
7. Written scope of work and bid tabs for bidding purposes
8. Bid assistance and answering bidder questions
9. Acquire variances as needed for construction
10. Provide construction oversight, to include end of project certification, as-built survey, and respond to contractor questions
11. Provide temporary and permanent easement drawings. Easement drawings should include sketch and legal descriptions as needed.
12. All design shall be in accordance with the Georgia Storm Water Management Manual
13. All necessary erosion control shall be included as required in accordance with GSWCC standards.
14. Pricing shall include basic summary of work to be completed. A written summary will suffice but can include pictures, etc.
15. All work to conform to GDOT standards.
16. **Drawings are required within forty-five (45) calendar days upon issuance of Notice to Proceed.**
  - (A) Existing Infrastructure
  - (B) Concept Sketch

**EXHIBIT E**  
**SCHEDULE OF TIME AND PERFORMANCE OF WORK**

**(Awarded Consultant's Schedule to be included here.)**

**EXHIBIT F**  
**COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES**

**(Awarded Consultant's Fee Schedule to be included here.)**

**EXHIBIT G**  
**CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and I further certify that:

- (1) The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia Annotated, relating to the “Drug-Free Workplace Act” have been complied with in full; and
- (2) A drug-free workplace will be provided for Contractor’s employees during the performance of the Agreement; and
- (3) Each Subcontractor hired by Contractor shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: “As part of the subcontracting agreement with Contractor, \_\_\_\_\_ certifies to Contractor that a drug-free workplace will be provided for the Subcontractor’s employees during the performance of this Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia Annotated, Section 50-24-3”; and
- (4) The undersigned will not engage in unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONTRACTOR:

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

**EXHIBIT H**  
**GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION**

I hereby certify that I am a principle and duly authorized representative of \_\_\_\_\_, (“Contractor”), whose address is \_\_\_\_\_,

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the “Act”), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <http://www.dol.state.ga.us>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security’s *Employment Eligibility Verification (EEV) / Basic Pilot Program*, accessed through the Internet at <https://www.vis-dhs.com/EmployerRegistration>, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Contract Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2009, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor’s compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and to submit the indicated affidavit with the Contract Agreement if the Contractor has 500 or more employees.

Contractor has:

\_\_\_\_\_ 500 or more employees [Contractor must register with the *Employment/Eligibility Verification/Basic Pilot Program* and begin work eligibility verification on July 1, 2007];

\_\_\_\_\_ 100-499 employees [Contractor must register with the *Employment Eligibility Verification/Basic Pilot Program* and begin work eligibility verification by July 1, 2008];  
or

\_\_\_\_\_ 99 or fewer employees [Contractor must begin work eligibility verification by July 1, 2009].

Contractor further agrees to require O.C.G.A. Sections 13-10-90 and 13-10-91 compliance in all written agreements with any subcontractor employed by Contractor to provide services connected with the Contract Agreement, as required pursuant to O.C.G.A. 13-10-91.

Contractor agrees to obtain from any subcontractor that is employed by Contractor to provide services connected with the Contract Agreement, the subcontractor's indication of the employee number category applicable to the subcontractor.

Contractor agrees to secure from any subcontractor engaged to perform services under this Contract an executed "Subcontractor Affidavit," as required pursuant to O.C.G.A. 13-10-91 and Rule 300-10-1-.08 of the Rules and Regulations of the State of Georgia, which rule can be accessed at <http://www.dol.state.ga.us>.

Contractor agrees to maintain all records of the subcontractor's compliance with O.C.G.A. Sections 13-10-90 and 13-10-91 and Chapter 300-10-1 of the Rules and Regulations of the State of Georgia.

CONTRACTOR:

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

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

**EXHIBIT I**  
**NOTICE TO CONTRACTORS**  
**COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the Contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or 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, national origin or sex.
4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation 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 Department of Transportation, 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 Department of Transportation 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 Contractors 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 will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation 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 result of such direction, the Contractor may request the State to 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 interest of the United States.

**EXHIBIT J**  
**INSURANCE REQUIREMENTS**

*Within 10 days of Notice of Award, and at all times that this Contract is in force, the Contractor shall obtain, maintain and furnish the City Certificates of Insurance from licensed companies doing business in the State of Georgia with an A.M. Best Rating A-10 or higher and acceptable to the City covering:*

1. Workers' Compensation & Employer's Liability Insurance. Workers' Compensation Insurance in compliance with the applicable Workers' Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes. Employer's Liability Insurance, with limits of liability of not less than \$1,000,000 per accident for bodily injury or disease.
2. Commercial General Liability Insurance, including contractual liability insurance, product and completed operations, personal and advertising injury, and any other type of liability for which this Contract applies with limits of liability of not less than \$1,000,000 each occurrence / \$2,000,000 policy aggregate for personal injury, bodily injury, and property damage. Commercial General Liability Insurance shall be written on an "occurrence" form.
3. Automobile Liability Insurance with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage if automobiles are to be used in the delivery of or in the completion of services and work or driven onto the City's property. Insurance shall include all owned, non-owned and hired vehicle liability.
4. Umbrella Insurance with limits of liability excess of Employer's Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance in the amount of not less than \$3,000,000.
5. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Professional (Errors and Omissions) Insurance- For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.
7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000.

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to

promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:

- (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
- (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
- (c) Commercial General Liability, Automobile Liability Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) insurance policies shall include an endorsement making the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers Additional Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

**Certificate Holder should read: The City of Sandy Springs, 7840 Roswell Road, Building 500, Sandy Springs, Georgia 30350.**

I hereby acknowledge receipt of Addendum 1 for RFP #16-014 Storm System Project Design 821 Tanglewood Trail and have incorporated the changes into my response for the abovementioned Request for Proposal.

COMPANY NAME: \_\_\_\_\_ CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY: \_\_\_\_\_ STATE: \_\_\_\_ ZIP: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ EMAIL ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**END OF ADDENDUM NUMBER 1**