



RFP NUMBER 18-013

For

**REQUEST FOR PROPOSALS FOR
RECREATION AND PARKS MASTER PLAN**

**PROPOSALS DUE: No later than October 5, 2017, 2:00 PM EST in hard copy.
Electronic submissions via e-mail or fax will NOT be accepted.**

Questions should be directed in writing to City of Sandy Springs Purchasing Division, via
e-mail to:

purchasing@sandyspringsga.gov

**Submit Proposals to:
City of Sandy Springs
Purchasing Division
7840 Roswell Road, Building 500
Sandy Springs, Georgia 30350**

PROPOSAL SIGNATURE AND CERTIFICATION

(FAILURE TO INCLUDE THIS SIGNED CERTIFICATION MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.)

We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals RFP 18-013 Recreation and Parks for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the (“RFP”).

It is understood and agreed that this proposal constitutes an offer, which when accepted in writing by Purchasing Division, City of Sandy Springs, and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the City of Sandy Springs (“City”).

It is understood and agreed that the undersigned has read the City’s specifications shown or referenced in the RFP and that this proposal is made in accordance with the provisions of such specifications. By our written signature on this proposal, we guarantee and certify that all items included in this proposal meet or exceed any and all such City specifications described in this RFP. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The City reserves the right to reject any or all proposals, waive technicalities and informalities, and to make an award in the best interest of the City.

It is understood and agreed that this proposal shall be valid and held open for a period of one hundred twenty (120) days from proposal opening date.

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal (“Offeror”) for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of the proposal and certify that I am authorized to sign this proposal for the Offeror. I further certify that the provisions of O.C.G.A. § 45-10-20, et seq. have not been violated and will not be violated in any respect.

Authorized Signature for Offeror _____

Date _____

Print/Type Name _____

Print/Type Offeror Name Here _____

CORPORATE CERTIFICATE

I, _____, certify that I am the Secretary of the company named as Offeror in the foregoing proposal; that _____, who signed said proposal on behalf of the Offeror, was then _____ (title) of said company; that said proposal was duly signed for and on behalf of said company by authority of its Board of Directors, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia or is duly authorized to do business in the State of Georgia.

This _____ day of _____, 2017.

(Company – Legal Corporate Name)

(Signature)

(Title)

(Seal)

OFFEROR'S RFP CHECKLIST

Critical Things to Keep in Mind When Responding to an RFP for the City of Sandy Springs

1.	_____	Read the entire document. Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2.	_____	Note the Procurement Manager's name, address, and e-mail address. This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3.	_____	Attend the pre-submittal conference, if scheduled. These conferences provide an opportunity to ask clarifying questions, obtain a better understanding of the project, or notify the City of any ambiguities, inconsistencies, or errors in the RFP.
4.	_____	Take advantage of the "question and answer" period. Submit your questions to the Procurement Manager by the due date listed on the cover page and in the proposed timeline and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for an RFP will be distributed by e-mail to RFP participants.
5.	_____	Follow the format required in the RFP when preparing a proposal. Provide point-by-point responses to all sections in a clear and concise manner.
6.	_____	Provide complete answers/descriptions. Read and answer all questions and requirements. Don't assume the City will know what your company's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based solely on the information and materials provided in response to the RFP.
7.	_____	Use the forms provided with the RFP, if any.
8.	_____	Check the City's website for RFP addenda. Before submitting your proposal, check the City's website at http://www.sandyspringsga.gov to see whether any addenda were issued for the RFP. If so, you must submit a signed cover sheet for each addendum issued along with your proposal.
9.	_____	Review the RFP document again to make sure that you have addressed all requirements. Your original proposal and the requested copies must be identical and complete. Any printed copies requested are provided to individuals, if any, evaluating proposals and will be used to rank your submittal.
10.	_____	Submit your proposal on time. Note all the dates and times listed in the <i>Schedule of Events</i> and within the document, and be sure to submit all required items on time. Late proposals will not be accepted.

This checklist is provided for assistance only and should not be submitted with your proposal.

TABLE OF CONTENTS

PROPOSAL SIGNATURE AND CERTIFICATION

CORPORATE CERTIFICATE

OFFEROR'S RFP CHECKLIST

SECTION 1: INTRODUCTION

SECTION 2: SCOPE OF SERVICES

SECTION 3: SCHEDULE OF EVENTS

SECTION 4: PRE-SUBMITTAL INQUIRIES

SECTION 5: SUBMITTAL OF PROPOSALS

SECTION 6: CONTENTS OF PROPOSALS, EVALUATION AND SCORING

SECTION 7: TERMS AND CONDITIONS

SECTION 8: MODEL CONTRACT INFORMATION

SECTION 9: MODEL CONTRACT AND EXHIBITS

SECTION 1: INTRODUCTION

The City of Sandy Springs has a population of approximately 105,000 and is located in Fulton County, Georgia in the Atlanta metropolitan area. It is metropolitan Atlanta's second (2nd) largest city and Georgia's sixth (6th) largest city. The geographic area of the City is approximately thirty eight (38) square miles. The City currently controls several hundred acres of parkland. While most of this acreage is owned outright by the City, many outdoor school parks are under an intergovernmental agreement with Fulton County Schools, renewable on a periodic basis. City limits include twenty two (22) miles of shoreline along the Chattahoochee River and three (3) units of the National Park Service.

The City of Sandy Springs intends to utilize the master plan for the following purposes: economic development and redevelopment, land acquisition, greenspace conservation, enhancement of quality of life, and other priorities as identified within the City's adopted plans.

SECTION 2: SCOPE OF SERVICES

Scope of Services

This project seeks to create a Citywide Recreation and Park Master Plan (hereafter referred to as “the Master Plan”) to address greenspace and greenways strategy, and recreation, parks, open space, and trails. The Master Plan shall include: an evaluation of ongoing programs; inventory of parks, green spaces, open spaces, trails, and recreation facilities; identification of the potential of adding to the inventory; identification of conservation sites and preserves; definition of programming needs; recommendations for the future; and creation of a project list. An in-house working group will be established to assist with these efforts, comprised of staff from the Recreation and Parks Department, the Community Development Department, and other key City departments.

The selected offeror (“Consultant”) is expected to hold public meetings, as well as workshops with the in-house working group, the Sandy Springs Conservancy and an appointed Stakeholder Committee for this Project. The Stakeholder Committee will serve as an initial sounding board and offer input and guidance. All Stakeholder Committee meetings will be open to the public.

This Project shall be produced through an interactive planning process, with opportunities for public engagement scheduled throughout the process. The expected timeframe for the Project is six (6) months following contract execution. The Consultant may use the following task breakdown approach; however, the intent of this RFP is to solicit the Consultant’s best practices, processes, and recommendations for the Project.

Detailed Contents of Master Plan

Task I: Data Gathering and Inventory and Conditions Report

- Review all plans adopted by the City pertaining to parks, green spaces, open spaces, trails, and recreation facilities, park programs, bike and pedestrian paths, redevelopment and economic development goals, and natural resource protection.
- Meet with staff and key stakeholders to obtain input.
- Evaluate current management and operations practices, including park maintenance and staffing.
- Visit and develop a comprehensive inventory of the City’s existing parks, green spaces, open spaces, trails, conservation sites, floodplains, and preserves, and recreation facilities that will include: type and purpose, location; acreage; inventory of facilities, sites, and amenities; and general assessment of physical conditions and functionality.
- Produce a report that summarizes the issues and recommendations obtained from this review. This report should include a comprehensive map of parks, green spaces, greenways, open spaces, trails, and recreation facilities.

Task II: Gap Analysis/Needs Assessment

- The needs assessment should examine both needs in the existing network, as well as the need for additional parks, green spaces, open spaces, trails, recreation facilities, and amenities. This analysis will come from a combination of existing data and data collected by the consultant. The Consultant’s proposal shall include an outline of the proposed Gap Analysis/Needs Assessment strategy. At minimum, the strategy should include:
 - The Inventory Report created in Task I;
 - Projections of population growth and demographic characteristics;

- Recreation participation trends;
- National Level of Service (LOS) standards and benchmarking with comparable jurisdictions within the region;
- Identified unmet needs of residents; and,
- Identification of areas of significant opportunities.

Task III: Priority Recommendations for Improvements, Development, and Potential Future Acquisitions

- The Consultant shall include the following in its recommendations:
 - Short- and Long-Range Vision & Goals: Vision for the City’s parks, green spaces, open spaces, trails, and recreation facilities, including specific goals and priorities that incorporate findings from each of the above study phases. The vision/goals should be reflective of community feedback, the City’s Next Ten Comprehensive Plan, economic development and redevelopment goals, and national guidelines and selective benchmarking.
 - Identification of conservation sites and preserves.
 - Access Strategy Plan: Identify opportunities to improve access to the Chattahoochee River National Recreation Area and identify trail connections along the River. The Access Strategy Plan should also include regional connections.
 - Floodplain Recommendations: Identify creative opportunities for low-intensity recreational uses and natural resource protection.
- The Consultant shall perform a cost evaluation of funding required to sustain recommended levels of service and maintenance.
 - Selected regional agency benchmarking and NRPA “levels of maintenance standards” should be used as part of this assessment.
- The Consultant shall develop a ten (10) year, prioritized Capital Improvement Plan, funding program, and implementation schedule, including short-range and long-range projects.
 - The project list should include capital improvements to existing and acquisition of new parks, green spaces, greenways, open spaces, trails, and recreation facilities, development proposals, connections, and innovative projects and projects that prioritize sustainability, green infrastructure, and protection of natural resources.
 - The funding program shall include capital and operational cost estimates for renovation and maintenance, development of additional amenities/facilities at existing sites, and land acquisition for and development of new sites.

Task IV: Meetings, Presentations, and Public Involvement

- The Consultant will take the lead on public involvement for the planning process. The Consultant’s proposal shall include an outline of the suggested public involvement strategy. The Consultant shall submit the draft plan for public review through the official Stakeholder Committee and City Council. Other public meetings may be required.

Deliverables

The City of Sandy Springs Recreation and Parks Master Plan should be a reader-friendly document with an emphasis on maps, charts, graphics, images, and tables. The Master Plan should, at a minimum, include the following:

- Inventory and Conditions Report
- Short and long range visions for the City’s parks including specific goals and priorities that incorporate all findings from each of the above study phases that particularly reflect community interest and significant

levels of support based on survey data, the City's Comprehensive Plan public input, national guidelines and selective benchmarking and a Statement of long-range vision and goals tied to The Next Ten Comprehensive Plan;

- Gap Analysis/Needs Assessment;
- Priority recommendations for each individual park that identifies existing conditions and potential opportunities;
- Priority recommendations for improvements, development, and potential future acquisitions;
- Identification of conservation sites and preserves;
- Access strategy plan and floodplain recommendations;
- A comprehensive parks, facilities and greenways map. This map should include: identification of park types; future acquisition and development plans; solutions concerning neighborhood and community access issues redevelopment goals and guidelines for the creative uses of floodplains and/or other unique natural areas for low intensity recreational uses;
- Priority recommendations for park improvements, development, and potential future acquisitions; and,
- Capital improvements plan, funding program, and implementation schedule, including specific guidelines for providing safe and cost-effective maintenance and operations.

The Consultant shall also provide data in a GIS format and twenty-five (25) bounded hard copies of all documents.

Information to be Provided in the Technical Proposal

Each proposal submitted shall include the information described in this section. Failure to include all of the elements specified may be cause for rejection. Additional information may be provided, but should be **succinct** and **relevant** to the requirements of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. Be sure to follow and clearly mark each section of the proposal according to the sections below.

The Technical Proposal shall not exceed the twenty (20) page maximum. The model contract, mandatory forms, staff resumes and sample master plans are not considered as part of the twenty (20) pages and may be in an appendix in the back of the submittal.

All technical proposals shall contain the following elements and in the order given:

- A **Transmittal Letter:** (maximum one (1) page on company stationary)
 - Identify the RFP by RFP # 18-013, Recreation and Parks Master Plan.
 - Introduce your company and primary contact person.
 - State your understanding of the services to be performed.
 - Commit to providing the services required and/or requested by this RFP.
 - Include the name, address, telephone, email addresses and facsimile numbers of the person or person authorized to represent your company.
 - Bear the signature of a person authorized to sign on behalf of and bind your company in a contract.
 - Include a statement that you or your company will bear sole and complete responsibility for the services to be provided.

- B. **Table of Contents:** The Table of Contents shall be a comprehensive listing of material included in the proposal. This section must include a clear description of the material, identified by sequential page numbers and by section reference numbers.
- C. **Executive Summary:** The Executive Summary shall summarize and highlight the contents of the proposal to provide the City with a broad understanding of the Offeror's approach to delivering the requested services for the Project. It should contain:
- Outline of proposed approach and public outreach and engagement strategy
 - Organization strength and stability
 - Community understanding and uniqueness
 - Proposed Project schedule
- D. **Offeror's Qualifications:** Offeror shall demonstrate that it or the company has the relevant experience, qualifications, and capabilities to perform the required services. Offeror shall provide the proposed staffing plan for the Project that should contain:
- Education and experience of the assigned staff
 - Key personnel's level of involvement in the Project
 - Qualifications and experience of subcontractors, if applicable
 - Proximity and availability of key personnel
 - Previous experience as a collaborative, multidisciplinary team
- E. **References:** Offerors shall provide a minimum of three (3) references where the same or similar scopes of services have been provided to other public agencies or organizations. Provide a description of the project referenced. Contact information, name, phone number and email address shall be provided for all references. The Offeror's past work will be evaluated on the basis of both relevancy and recent experience to the proposed scope of services.
- F. **Proposed Project Delivery:** Offeror shall present a comprehensive program for delivering the Project as specified. The program should demonstrate :
- An understanding of the Project requirements
 - Flexibility of the Consultant to operate successfully within various work environments
 - Demonstrated ability to meet schedules and budget
 - Firm's creative communication and problem-solving methods and abilities
- G. **Acceptance/Exception to Terms and Condition in RFP:** Offeror shall include a statement accepting all terms and conditions listed in the RFP. Any and all exceptions shall be set forth in detail in this section, together with reasons, proposed alternative language, and impact, if any, to the Offeror's price. The City relies on this procedure and any Offeror who fails to make timely exceptions as required herein, at the City's sole discretion may be barred from making such exceptions later. The City reserves the right to make changes to the requirements set forth in the RFP at its sole discretion.

- H. **Financial Capability:** Offerors shall demonstrate their financial ability to supply and support the services specified by providing financial statements or equivalent. (Please include in an appendix)

Information to be Provided in the Cost Proposal

The Cost Proposal shall provide a lump sum price for the City of Sandy Springs Recreation and Parks Master Plan. The price is inclusive of all costs including travel, training, materials, supplies, salary, and other items necessary to complete the project.

SECTION 3: SCHEDULE OF EVENTS (SUBJECT TO CHANGE)

<u>EVENT</u>	<u>DATE</u>
RFP Issue Date.....	August 30, 2017
Preproposal Conference.....	September 19, 2017 (10:00 AM)
Deadline for Receipt of Written Questions.....	September 26, 2017 (2:00 PM)
Deadline for Posting of Written Answers to City’s Website.....	September 29, 2017
Proposal Due Date.....	October 5, 2017 (2:00 PM)
Proposal Evaluations Completed.....	October 18, 2017
Proposal Presentations.....	October 27, 2017
Mayor and Council Consideration.....	November, 2017
Contract Complete.....	December, 2017

*This proposed schedule of events is informational and is subject to change at the discretion of the City.

SECTION 4: PRE-SUBMITTAL INQUIRIES

From the date this RFP is issued until an Offeror is selected, **Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement.** Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Procurement Manager: Charise Glass
Address: 7840 Roswell Road, Building 500
Sandy Springs, GA 30350
Telephone Number: 770-730-5600
E-mail Address: purchasing@sandyspringsga.gov

Form of Questions: Offerors with questions or requiring clarification or interpretation of any section within this RFP must address these questions in writing or via e-mail to the Procurement Manager for this solicitation referenced above on or before the date stipulated in Section 3. Each question must provide clear reference to the section, page, and item of the RFP in question. Questions received after the deadline may not be considered.

The City of Sandy Springs' Answers: The City will provide answers to questions received within the period stipulated in Section 3 by formal written addendum. Any other form of interpretation, correction, or change to this RFP will not be binding upon the City of Sandy Springs. Any formal written addendum will be posted on the City's website alongside the posting of the RFP at <http://www.sandyspringsga.gov> by the close of business on the date listed. Offerors shall sign and return any addendum with their proposals.

Addenda: The City of Sandy Springs may revise this RFP by issuing an addendum prior to its opening. The addendum will be posted on the City's website alongside the posting of the RFP at <http://www.sandyspringsga.gov>. Addenda will become part of the proposal documents and subsequent contract. Offerors shall sign and return any addendum with their proposals. Failure to propose in accordance with an addendum may be cause for rejection. In unusual circumstances, the City may postpone an opening in order to notify vendors and to give Offerors sufficient time to respond to the addendum.

SECTION 5: SUBMITTAL OF PROPOSALS

A. Proposal Submittal

All proposals shall be hand-delivered in writing to:

City of Sandy Springs
Purchasing Department
7840 Roswell Road Building 500
Sandy Springs, GA 30350

By October 5, 2017, 2:00 pm EST

Proposals received after this date and time or at any other location will not be accepted or considered. The City is not responsible for delays caused by traffic, inclement weather or any other reason. The City is not responsible for late deliveries by couriers, the USPS or package express companies (UPS, Fed Ex, etc.). It is the sole responsibility of the Offeror to submit its proposal before the required deadline. Electronic and facsimile submittals **will not** be accepted.

B. Form of Proposal

All proposals must be presented in a sealed opaque package with the Offeror's name, address, RFP#, RFP name and Due Date/ Time clearly marked on the outside of the package. Offerors shall submit the following number of copies to the address set forth on the Cover Page:

Technical Proposal:

1. One (1) hard copy marked "Original" with original signatures shall be submitted in a separate sealed opaque envelope clearly marked "Technical Proposal" with the Offeror's name, address, RFP#, RFP Name, and Due Date/ Time; and
2. One (1) electronic copy. The electronic copy shall be submitted in pdf format (OCR) and organized in the same format as the original submission with each Chapter or Section of the original having a corresponding Electronic File.

Cost Proposal:

1. One (1) hard copy marked "Original" with original signatures shall be submitted in a separate, sealed opaque envelope clearly marked "Cost Proposal" with the Offeror's name, address, RFP #, RFP Name, and Due Date/Time.

SECTION 6: CONTENTS OF PROPOSALS, EVALUATION AND SCORING

A. General Information

The RFP will enable the City to gather additional information and identify one (1) or more qualified companies to perform the services described in the Scope of Services and specifications. The City will conduct a comprehensive, fair and impartial evaluation of all proposals received. An evaluation committee will be established by the City to evaluate the proposals (“Evaluation Committee”). The City reserves the right to determine that no qualified proposals have been received and reject all proposals.

B. Contents of Proposals and Scoring

1. Technical Proposal

Clearly respond to the items requested in Section 2: Scope of Services. The proposals shall be scored according to the schedule below:

- a. **Offeror Qualifications : (25 POINTS)**
- b. **Offeror Approach: (40 POINTS)**
- c. **Offeror Proposed Project Delivery: (20 POINTS)**
- d. **Cost Proposal: (15 POINTS)**

All other Offerors will be assigned scores based on the price variance established by the lowest and highest price.

2. Cost Proposal

Please submit a lump sum price for the City of Sandy Springs Recreation and Parks Master Plan. The price is inclusive of all costs including travel, training, materials, supplies, salary, and other items necessary to complete the project.

C. Presentations and Demonstrations

After the initial proposal evaluation, one (1) or more Offerors may be invited to meet with members of the Evaluation Committee for a formal interview to present proposals. At the City’s discretion, selected Offerors may be interviewed and re-evaluated based upon the criteria set out in the RFP, or other criteria to be determined by the Evaluation Committee (i.e. unique qualities, methodologies, or approaches taken to differentiate from other Offerors). Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

Any information requested by the Evaluation Committee subsequent to the Offeror’s proposal will be used to further evaluate the selected Offerors to determine a rank-order. Final approval of a selected Offeror is subject to, among other things, the City’s Purchasing Policies.

Presentations are anticipated to be held on the date set forth in Section 3. Each Offeror invited for formal presentation will be contacted with its scheduled appointment time.

D. Negotiation and Best and Final Offer (as applicable)

1. If the City deems it is in its best interest to retain the services of one (1) or more Offerors, the City reserves the right to negotiate a revised scope and or fees. Negotiations will encompass all phases of work, including but not limited to: hourly rates, fees for services, markups for overhead and profit on subcontractors, a “not to exceed” contract amount, as well as any other items the City deems appropriate.

2. If negotiations are successful, the City and the highest ranking Offeror will enter into an agreement to develop the services as outlined in this RFP. If an acceptable agreement cannot be reached between the City and the highest ranking Offeror, the City may choose to negotiate with other Offeror(s), in its sole discretion.

3. Qualified firms submitting proposals will be required to submit financial statements for a minimum of three (3) recording periods prior to contract award.

4. Separate meetings with more than one (1) Offeror may be conducted during the same time frame; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.

5. Offerors submitting proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the “best value and offer” for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

SECTION 7: TERMS AND CONDITIONS

All proposals and supporting materials as well as correspondence relating to this RFP become property of the City when received. Any proprietary information contained in the proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored. The following terms and conditions shall also apply:

A. All applicable Federal and State of Georgia laws, City of Sandy Springs and Fulton County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

B. Professionals requiring special licenses must be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.

C. No proposal shall be accepted from, and no contract shall be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

D. The City shall be able to request of the Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

E. From the date this RFP is issued until a firm is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Charise Glass, Purchasing Manager for the City and procurement agent in charge of this solicitation. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Charise Glass, Procurement Manager
City of Sandy Springs, 7840 Roswell Road, Building 500
Sandy Springs, GA 30350
E-mail Address: purchasing@sandyspringsga.gov

F. The costs for developing and delivering proposals or other materials in response to this RFP and any subsequent presentations of a proposal as requested by the City are entirely the responsibility of the Offeror. The City is not liable for any expense incurred by the Offeror in the preparation and presentation of its proposal.

G. While the City has every intention to make an award as a result of this solicitation, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:

1. Cancel or terminate this RFP at any time. A notice of cancellation will be issued. If the RFP is cancelled, the City will not reimburse any Offeror for preparation of its proposal. Proposals may be returned upon request if unopened;
2. Reject any or all proposals received, make a contract award based directly on the proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors;

3. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
4. Make partial award or no award if it is in the best interest of the City to do so; and
5. Terminate any contract if the City determines adequate funds are not available.

H. Contract Term: The contract term shall be as stated in the contract awarded as a result of this procurement. .

I. The Successful Offeror will be the prime contractor if a contract is awarded and shall be responsible, in total, for all work of any subcontractors. All subcontractors, if any, must be listed in the proposal. The City reserves the right to approve all subcontractors. The Successful Offeror shall be responsible to the City for the acts and omissions of all subcontractors or agents and of persons directly or indirectly employed by such subcontractors, and for the acts and omissions of persons employed directly by the Successful Offeror. Further, nothing contained within this document or any contract documents created as a result of any contract award derived from this RFP shall create any contractual relationships between any subcontractor and the City and its partners.

SECTION 8: MODEL CONTRACT INFORMATION

The form of contract (“Model Contract”) the City intends to execute with the Successful Offeror is included in this RFP. Offerors are urged to read this Model Contract, including exhibits carefully prior to submitting a proposal.

In general, the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror must address these concerns in writing during the question and answer period. The Procurement Manager will review and determine the appropriate response. If the City determines a change is warranted, an addendum will be posted to this RFP. If a firm is unwilling to execute the Model Contract, whether modified by addendum or not, a proposal should not be submitted.

The City may deem any proposal containing contract changes or exceptions non-responsive and reject the proposal.

This RFP document, together with its addenda, amendments, attachments, modifications, Offeror’s proposal, including any amendments, a “best and final offer,” and any clarification question responses, when executed, becomes part of the contract between the parties. The City does not intend to accept alternate terms and conditions to the Model Contract. All questions are due in writing no later than the date stated on the first page of this RFP. Questions received after this date and time may not be answered. Prior to award, the apparent Successful Offeror may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized and all exceptions resolved within one (1) week of notification; if not, the proposal may be rejected and discussions initiated with the second highest scoring Offeror, in the sole discretion of the City.

The selected Offeror shall not begin performance of services requested by this RFP prior to the execution of a formal written contract (based on the Model Contract) by the City and Offeror. Any Offeror beginning performance prior to the execution of a contract shall be deemed to be proceeding at Offeror’s risk, and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award. The City may, by written notice to the selected Offeror, terminate any resulting contract without cause. The City must give notice of termination to the Awarded Offeror at least thirty (30) days prior to the effective date of termination.

SECTION 9: MODEL CONTRACT AND EXHIBITS



SANDY SPRINGS™
GEORGIA

MODEL CONTRACT

AGREEMENT

FOR

RECREATION AND PARKS MASTER PLAN
("Project")

Between

CITY OF SANDY SPRINGS, GEORGIA

("Sandy Springs")

And

CONSULTANT NAME

("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

AFFIDAVITS

- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. §13-10-91(b)(1)

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" or "Contractor"):

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 **Project Name** ("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 the Notice to Proceed by Sandy Springs. Notwithstanding the foregoing, this Agreement shall continue until Sandy Springs has received and accepted all deliverables. This Agreement shall become effective as of the date of its execution, shall continue in effect for **number of calendar days**, 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 (1st) calendar day of the month to facilitate processing for payment in that same month. Invoices received after the first (1st) 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**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold Sandy Springs and its elected officials, and Sandy Springs' officers, contractors, subcontractors, project consultants 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, reckless or intentionally wrongful acts, errors or omissions of Consultant in the performance of this Agreement.

Consultant further agrees to protect, defend, indemnify and hold harmless Sandy Springs and its elected officials, and Sandy Springs' officers, contractors, subcontractors, project consultants 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**

A. Prior to beginning Work on the Project, the Consultant shall procure and maintain for the duration of this Agreement, 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 Agreement, 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.

B. 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:

1. 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.

2. 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.

3. 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 Agreement 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.

C. 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.

D. 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.

E. 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:

- A. 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;
- B. a drug-free workplace will be provided for the consultant's employees during the performance of this Agreement;
- C. each subcontractor hired by Consultant shall be required to ensure that the subcontractor's employees are provided a drug-free workplace; and
- D. 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: Dan Lee, 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**

A. During performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. This practice shall apply to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

B. Consultant shall undertake equal employment opportunity efforts to ensure that applicants and employees are treated without regard to their race, color, religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws. Consultant's equal employment opportunity efforts shall include, but not be limited to, all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

C. 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 their race, color,

religion, sex, sexual orientation, gender, national origin, age, disability, or military or veteran status, or any other status or classification protected by applicable federal, state and local laws.

D. Consultant will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the Agreement so that such provisions 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.

[SIGNATURES ON FOLLOWING PAGE]

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

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

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
TO CONTRACT AGREEMENT**

**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

TO CONTRACT AGREEMENT

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.

AFFIDAVITS

**Affidavit Verifying Status
for City Public Benefit Application**
(Bidder to sign and return)

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States. *

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE _____ DAY OF _____.

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

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

(Bidder to sign and return)

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 Sandy Springs 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 the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____ 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 _____

NOTARY PUBLIC

My Commission Expires: _____