SANDY SPRINGS™

GEORGIA

REQUEST FOR PROPOSALS ("RFP") #19-049
City of Sandy Springs
River Path and Access Master Plan

Pre-Proposal Conference: June 25, 2019, 9:00 AM EST
City of Sandy Springs City Hall, Barfield Training Room - 2nd Floor
1 Galambos Way, Sandy Springs, Georgia 30328

Proposals are due no later than: July 11, 2019, 2:00 PM EST.

Sealed responses to this RFP ("Proposals") will be received no later than July 11, 2019, 2:00 PM EST. The City of Sandy Springs will only accept online submissions for this RFP through the Bonfire Portal at: https://sandysprings.bonfirehub.com/projects/view/16497.

Any Proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

General Information:

1. All communications regarding this solicitation shall be with the assigned Procurement Officer, Charise Glass at purchasing@sandyspringsga.gov.

2. All questions or requests for clarification shall be sent via Bonfire under Message - Opportunity Q&A: https://sandysprings.bonfirehub.com/projects/view/16497.

Questions are due no later than June 28, 2019; 5:00 PM EST. Questions received after this date and time may not be answered.

3. Questions and clarifications will be answered in the form of an addendum. Any addenda, schedule changes and other important information related to this solicitation will be posted on the Bonfire website at: https://sandysprings.bonfirehub.com/projects/view/16497.

It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.

4. The form of contract ("Model Contract") the City intends to execute with the selected Offeror is included as Attachment C for your review.

5. The City of Sandy Springs reserves the right to reject all bids and to waive technicalities and informalities, and to make award in the best interest of the City of Sandy Springs.

6. A checklist is provided with this RFP for your convenience. It should not be submitted with your Proposal.

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ATTACHMENT A: MODEL CONTRACT, which includes all Exhibits attached thereto including:

- Offeror's Proposal
- Fee Schedule
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Certification of Consultant - Drug-Free Workplace
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Insurance Requirements
- Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964

APPENDIX: RIVER TRAIL AND ACCESS MAP

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 this Proposal and certify that I am authorized to sign this Proposal for 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.

Print/Type Offeror Name: _____

Authorized Signature for Offeror: _____

Print/Type Name of Authorized Signatory: _____

Date: _____

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 in behalf of said company by authority of its governing body, and is within the scope of its corporate powers; that said company is organized under the laws of the State of Georgia.

This _____ day of _____, 2019.

CORPORATE NAME: _____

d/b/a: _____

_____
(Authorized Signature)

Print/Type Name of Authorized Signatory: _____

(Seal)

OFFEROR'S RFP CHECKLIST

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

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 Officer's name, address, and email 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-Proposal conference, if scheduled. This conference provides 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. This conference is not mandatory.
4. _____ Take advantage of the "question and answer" period. Submit your questions to the Procurement Officer by the due date listed on the cover page and in the *Schedule of Events* and view the answers given in the formal "addenda" issued for the RFP. All addenda issued for this RFP will be posted on the City's purchasing page at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements.
5. _____ Follow the format required in the RFP when preparing a response to the RFP ("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 firm's capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based 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 a Proposal at http://www.sandyspringsga.gov/business/doing-business-with-the-city/city-procurements. If any exist, you must submit a signed cover sheet for each addendum issued along with your Proposal.
9. _____ Review the RFP again to make sure that you have addressed all requirements. Your original Proposal and the requested copies must be identical and complete. The copies are provided to individuals evaluating Proposals and will be used to rank your Proposal.
10. _____ Submit your Proposal on time. Note all the dates and times listed in the *Schedule of Events* 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.

SECTION 1: INTRODUCTION

The City of Sandy Springs ("City") desires to make connections to the Chattahoochee River ("River") and to construct trails that run parallel to the River. Any work performed on the property surrounding the River must comply with applicable provisions of the River Protection Act. The role of the selected Offeror ("Contractor") will be to assess the property along the River and work with Atlanta Regional Commission ("ARC") to determine how the River Property may be developed to meet City goals and needs, and to develop a master plan for such development ("Project").

SECTION 2: SCOPE OF WORK

Task 1 – Outreach

Public Involvement Plan
The Contractor will prepare a Public Involvement Plan indicating all facets of outreach including those with City staff and the Mayor and City Council via work session. The Plan should remain open to revision throughout the life of the Project and adjust based on feedback during major milestones.

Stakeholder and Public Involvement
The Contractor will use a variety of public involvement techniques and coordination to inform the public of the Project progress and provide focused input during key times in the study. A primary element of the plan is coordination with stakeholders through two (2) committees:

- Community Input Committee: This group would include members from City staff, the Contractor, citizens, Mayor and Council, adjacent property owners within the Project area, and other stakeholders as may be determined.
- Technical Stakeholder Committee: This group would include members of City staff, the Contractor, Mayor and Council, ARC, Georgia Department of Natural Resources ("DNR"), and others as may be determined.

Providing the public with an opportunity to have input on issues and potential solutions helps staff know what challenges and opportunities exist in the Project area. The Contractor will use traditional and innovative techniques to conduct outreach to the community, including traditional public meetings and online public meetings. In addition, the Contractor will provide information that will be loaded onto the City's website.

Stakeholder Meetings
The Contractor will assist the City in establishing and coordinating the Technical Stakeholder Committee throughout the Project. Over the life of the Project, a minimum of two (2) meetings of the Committee should be scheduled. If necessary, interviews with regulatory agencies may be needed, and joint meetings should be scheduled at major milestones. If possible, the meetings should be scheduled on the same day to minimize travel time and should be held in the Project area near the River. The Contractor will determine the appropriate milestones to include for the Technical Stakeholder Committee with input from the City staff.

Public Information Meeting
The Contractor will hold at least three (3) public meetings using the open house format. One (1) meeting will be held at the beginning of the Project to receive public input and thoughts on the idea of a trail and River access. A second meeting will be held when concept and design reach approximately 69%. The third meeting will be held at the completion of the Project to present plans displaying the preferred conceptual Master Plan, prior to the Master Plan being accepted by the Mayor and City Council.

Mayor and City Council and Recreation Staff Work Sessions
Obtaining input from the Mayor and City Council is paramount during Project development. Using the Stakeholder Meetings or Public Meetings (both discussed above) as milestones, the Contractor will be prepared to brief the Mayor and

City Council and City staff. It is expected the Mayor and City Council and City staff will be briefed at least three (3) times over the life of the Project – kickoff/visioning and, at mid-point analysis, and final/conceptual plan. In addition, given the restricted timeframe to schedule such meetings, it is important for the Contractor to remain flexible as work sessions can be rescheduled with little notice.

Deliverables:

- Public Involvement Plan – present plan and findings in public information meetings
- Meet with Stakeholder Groups
- Organize three (3) Public Meetings
- Participate in Mayor and City Council and City staff work sessions
- Provide materials for City website and public meetings.
- Summarize all stakeholder and public feedback into a Final Report as part of the completed Project
- Develop Conceptual Master Plan

Task 2 – Inventory and Environment

Existing Conditions
The Contractor shall perform a comprehensive review of the existing conditions including, but not limited to, the identification of existing land uses, zoning, GIS data, aerial photos, utility plans and data, list of regulatory agencies with legal jurisdiction that will be involved in the Project, and current and past planning and programming studies and documents.

Mapping
The Contractor shall create a detailed map showing the Project area highlighting trails, rivers, streams, utility easements and routes, jurisdictional boundaries, regulatory setbacks/buffers, zoning/classifications, and other major landmarks (i.e. restaurants, business, cell towers). In addition, maps showing the topographic features and parcel boundaries in the Project area should be provided. The most recent aerial photography should be used to ensure the current landscape is properly represented. All maps should be made available in formats easily viewed on the Internet.

Environmental Screening
The Contractor will conduct an environmental screening of the Projects area. The screening shall include:

- Delineation of jurisdictional wetlands and non-wetland waters of the U.S. in the field and map on aerial photos;
- A compliance level history survey to provide boundaries, mapped on aerial photos of resources as concurred by ARC, the City, and DNR.

Deliverables:

- Existing Conditions Report
- Maps showing existing landscape in Project area including, but limited to, parcel boundaries, water features, land uses, and topographic features
- Classifications as determined by stakeholders such as the City, ARC, National Park Service ("NPS"), or DNR

Task 3 – Conceptual Plan

The Contractor will prepare for presentation to the Regulatory Agencies and the Mayor and City Council an analysis and report to summarize the recommendations and request to the Agencies. That report will contain the following information.

Deliverables:

- Prepare final document as a Master Plan for this property based on public, staff, City staff, stakeholders, and Mayor and Council input.
- Base sheet for Project area
- Final base sheet for property
- Inventory sheets for the property, including hydrology, vegetation, and elevation
- Plans illustrating jurisdictional regulations for the property
- Documentation of each public meeting
- Recommended program for development of property
- Illustrative conceptual plan of this property
- Order of magnitude cost estimates for park
- Provide these document to the City for final review and approval
- Updated plan from final comments
- Provide one (1) hard copy of all documents and pdf files for City use

SECTION 3: REQUIRED QUALIFICATIONS

At least one (1) member of the proposed Project team shall be prequalified in each of the following areas:

- Prior master planning for Recreation and Parks Departments
- Prior experience in river corridor planning, designs, and permitting
- History
- Ecology
- Attitude, Opinion and Community Value Studies
- Location Studies

SECTION 4: SUBMITTAL OF PROPOSAL

Proposals shall be submitted through the Bonfire portal at *https://sandysprings.bonfirehub.com/projects/view/16497* no later than 2:00 PM EST on July 11, 2019.

A Proposal 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 for any reason. It is the Offeror's sole responsibility to submit its Proposal before the required deadline. Hard copy, electronic and facsimile submittals **will not** be accepted.

SECTION 5: CONTENTS OF PROPOSAL, EVALUATION CRITERIA AND SELECTION PROCESS

GENERAL INFORMATION

The RFP and Proposals will enable the City to gather additional information and identify qualified companies to perform the services described in the Statement of Work (Section 2) and specifications. The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received. An evaluation committee ("Evaluation Committee") will be established by the City to evaluate Proposals. The City reserves the right, among others, to determine that no qualified Proposals have been received and reject all Proposals.

A. CONTENTS OF PROPOSAL

It is not necessary or desirable to prepare an elaborate or extensive Proposal for this Project; detailed brochures, documentation, artwork, or other superfluous embellishments are unnecessary and are, in fact, discouraged. The Proposal shall include the following:

1. Company overview (one (1) page)
2. Names and resumes of proposed team members (include in appendix – no page limit)
3. Team members' roles on Project (two (2) pages)
4. Examples of three (3) to five (5) similar (in type, scope and size) projects the firm and/or team members have worked on in the past five (5) years and client reference contact information (one (1) page for each similar project). Client reference contact information shall include agency name and address, contact name, contact phone number and contact email address.
5. All proposed subcontractors, if any, with company description and involvement in example projects, if any (one (1) page each)
6. Brief discussion of Offeror's approach to the work in order to meet Project goals. The City welcomes suggestions for any innovative delivery approaches that can expedite the schedule or reduce Project costs (five (5) to seven (7) pages)
7. Information regarding the firm's financial history and stability. Please submit the most recent two (2) years of audited financial statements (include in appendix – no page limit)

B. EVALUATION CRITERIA

Proposals will be scored and ranked based upon how well the firm demonstrates its knowledge and understanding of the following five (5) evaluation criteria. The City reserves the right to short list and conduct interviews should the need arise to complete the selection process. The evaluation criteria will consist of the following: Project understanding/methodology, schedule/scope of work, Project personnel, similar experience, and cost Proposal. The score of the Proposal totals a possible maximum of one hundred (100) points. The required elements of discussion for the five (5) evaluation criteria and the possible maximum individual scores are:

CRITERIA	DESCRIPTION	POINTS
Project Understanding/ Methodology	Description of the Offeror's understanding of the proposed Project as outlined in the RFP and the Offeror's demonstration of understanding of the magnitude of the SOW and the desired outcomes for the Project. The overall approach should include any tools or methodologies that are needed to complete the proposed Project on time and within scope and budget.	30% 30 points possible
Schedule/ Scope of Work	Include a schedule and work plan in sufficient detail to determine how each task shall be accomplished. The work plan should describe how the Offeror proposes to complete the Project, shall be sufficiently detailed to highlight the effectiveness of the Proposal and should spell out how this work can be performed in a cost-effective manner. A schedule for timely completion of the SOW shall be included. Information should be provided on the amount of time for each task.	30% 30 points possible
Project Personnel	Provide information on personnel to be assigned to this Project for the Offeror as well as the key personnel of any sub-contractors. Personnel should have experience in a variety of fields necessary to complete the requirements of the Project.	30% 30 points possible
Similar Experience	Demonstrate that the firm(s) and personnel have experience and expertise with the subject matter and have demonstrated performance of work that is similar in type and scope to the Project. The Offeror shall submit a minimum of three (3) projects of similar scope completed in the last five (5) years. Include project description, location, cost, status, and client contact information. The projects should reflect the firms' experience delivering the design process from concept development to final completed construction plans for multimodal corridors.	5% 5 points possible
Cost Proposal:	A cost Proposal shall demonstrate competitive and innovative pricing sheet that incorporates all direct and indirect cost associated with the project The cost Proposal shall be sealed in a separate envelope.	5% 5 points possible
	TOTAL POINTS POSSIBLE	100%

C. SELECTION PROCESS

1. Interviews

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). Selected 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.

2. Additional Information

Any information received by the Evaluation Committee subsequent to submittal of the Offeror's Proposal will be used to further evaluate the short-listed Offerors to determine a rank-order. Mayor and City Council shall have final approval of any award resulting from this solicitation.

3. Negotiation and Best and Final Offer

a. 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, any other items the City deems appropriate.

b. If negotiations are successful, the City and the highest-ranking Offeror will enter into a contract to perform the services 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).

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

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

e. Offerors submitting Proposals should be aware that the Evaluation Committee has sole discretion to determine what constitutes the "best qualified offer" for the City. Consequently, Offerors are urged to submit best possible terms in their original submittal.

SECTION 6: PRE-SUBMITTAL INQUIRIES

All questions, comments or requests for clarification must be sent via Bonfire under Message - Opportunity Q&A: https://sandysprings.bonfirehub.com/projects/view/16497 or directed to purchasing@sandyspringsga.gov. The Offeror shall clearly reference the section and page numbers of the RFP which are applicable to the question(s) or comment(s) submitted.

Note: Oral questions will not be accepted due to the possibility of misunderstanding or misinterpretation.

Questions are due no later than **June 28, 2019, 5:00 PM EST** to allow for analysis and dissemination of the City's responses in advance of the Proposal due date**.** Questions received after this date and time may not be answered.

Questions and clarifications will be answered in the form of an addendum to this RFP. Any addenda, schedule changes and other important information regarding the solicitation related to this solicitation will be posted on Bonfire website at: https://sandysprings.bonfirehub.com/projects/view/16497. It is the Offeror's responsibility to check the Bonfire portal for any addendums or other communications related to this solicitation.

SECTION 6: COMMUNICATIONS

The principal point of contact for this solicitation is the Procurement Officer. The Procurement Officer can be reached via email at purchasing@sandyspringsga.gov. Until a Contractor is selected and the selection is announced regarding the procurement, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this procurement are not allowed to communicate regarding the procurement for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City's Procurement Officer or designated successor.

For violation of this restriction, the City reserves the right to reject the Proposal of any potential or interested Contractor, contractor or vendor who knowingly participates in such violation. Any City staff or elected officials who violate this restriction acknowledge such conduct may result in an ethics violation pursuant to the City's ethics ordinance and/or disqualification from further participation in, or briefing on, the procurement. All communications concerning this procurement shall be directed to the Procurement Officer named in this solicitation.

SECTION 7: SCHEDULE OF EVENTS*

EVENT	DATE
RFP Released	June 5, 2019
Pre-Proposal Conference	June 25, 2019
Deadline for Receipt of Inquiries	June 28, 2019
Deadline for Posting Written Answers to Inquiries	July 3, 2019
Proposal Due Date	July 11, 2019
Proposal Evaluations Completed	July 22, 2019
Presentations/Interviews	July 31, 2019
Final Selection	August 2019

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

SECTION 8: TERMS AND CONDITIONS

All Proposals and supporting materials as well as correspondence relating to this solicitation 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 and City of Sandy Springs ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout and are incorporated herein.

B. Professionals requiring special licenses shall 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 will 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 an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.

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 solicitation, except at the direction of Charise Glass, Procurement Officer 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 Officer
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
Email: purchasing@sandyspringsga.gov

F. 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.

ATTACHMENT A:

Sample Model Contract

This Agreement (hereinafter "Agreement") is made this ___ day of _____ by and between _____ (hereinafter "Contractor") located at _____ and the City of Sandy Springs, Georgia (hereinafter "Sandy Springs").

WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing River Path and Access Master Planning services; and

WHEREAS, Sandy Springs has a need to acquire the services described in the Contractor Proposal attached hereto as Exhibit A (hereinafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for Sandy Springs; and

WHEREAS, Sandy Springs wishes to acquire the Services from Contractor;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

1. **Services**

Contractor hereby agrees to render the Services to Sandy Springs as set forth in the *Scope of Work* attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the *project manager* or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

2. **Compensation**

a. Fee. As consideration for the Services, Sandy Springs shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

b. Manner of Payment. Contractor shall, on a monthly basis, prepare and submit to the Sandy Springs Finance Department an invoice, indicating work performed and approved and additional equipment expenses incurred during the applicable time period, together with such supporting documentation as may be required by Sandy Springs. Each compliant invoice shall be paid within thirty (30) days after submission of an invoice.

3. **Relationship of Parties**

a. Independent Contractors. Nothing contained herein shall be deemed to create any relationship other than that of independent contractor between Sandy Springs and Contractor This Agreement shall not constitute, create, or otherwise imply an employment, joint venture, partnership, agency or similar arrangement between Sandy Springs and Contractor. It is expressly agreed that Contractor is acting as an independent contractor and not as an employee in providing the Services under this Agreement.

b. Employee Benefits. Contractor shall not be eligible for any benefit available to employees of Sandy Springs including, but not limited to, workers' compensation insurance, state disability insurance, unemployment insurance, group health and life insurance, vacation pay, sick pay, severance pay, bonus plans, pension plans, or savings plans.

c. Payroll Taxes. No income, social security, state disability or other federal or state payroll tax will be deducted from payments made to Contractor under this Agreement. Contractor shall be responsible for all FICA, federal and state withholding taxes and workers' compensation coverage for any individuals assigned to perform the Services for Sandy Springs.

4. **Term**

This Agreement shall become effective as of the date of its execution, shall continue in effect until the completion of the work stated in Exhibit A, Scope of Work and/or Contractor's Proposal. The term of the Agreement will be contingent upon annual appropriations of funds by the City of Sandy Springs City Council. The Agreement will terminate at the close of the Project.

5. **Termination**

Either party shall have the right to terminate this Agreement if the other party is in default of any obligation hereunder and such default is not cured within ten (10) days of receipt of a notice from the other party specifying such default. "Default" shall mean:

a. If Sandy Springs fails to make payments when due or fails to perform or observe any of its duties or obligations under the terms of this Agreement;

b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;

c. If Sandy Springs or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

6. **Termination of Services and Return of Property**

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to Sandy Springs all property relating to the Services and any Work Product (as

defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

7. **Standard of Performance and Compliance with Applicable Laws**

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to Sandy Springs, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

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 H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and incorporated herein.

8. **Conflicts of Interest**

Contractor warrants and represents that:

a. the Services to be performed hereunder will not create an actual or apparent conflict of interest with any other work it is currently performing; and

b. Contractor is not presently subject to any agreement with a competitor or with any other party that will prevent Contractor from performing in full accord with this Agreement; and

c. Contractor is not subject to any statute, regulation, ordinance or rule that will limit its ability to perform its obligations under this Agreement; and

d. Contractor shall be free to accept other work during the term hereof; provided, however, that such other work shall not interfere with the provision of Services hereunder.

9. **Proprietary Information; Non-Solicitation**

Contractor acknowledges that it may have access to and become acquainted with confidential and other information proprietary to Sandy Springs including, but not limited to, information concerning Sandy Springs, its operations, customers, citizens, business and financial condition, as well as information with respect to which Contractor has an obligation to maintain confidentiality (collectively referred to herein as “Proprietary Information”). Contractor agrees not to disclose, directly or indirectly, to anyone or to use or to allow others to use, for any purpose whatsoever, any Proprietary Information of any type, whether or not designated confidential or proprietary, acquired in the course of

performing under this Agreement. The obligations of Contractor under this section shall survive the termination of this Agreement.

10. **Insurance and Indemnification**

Contractor agrees to defend, indemnify and hold harmless the City of Sandy Springs, to the extent allowed by applicable law, from and against any and all claims, losses, liabilities or expenses (including, without limitation, attorneys' fees) which may arise due to the Contractor's negligent performance of the Services or Contractor's breach of its responsibilities under this Agreement. Insurance requirements are attached hereto as Exhibit G and incorporated herein by this reference.

11. **Non-Discrimination**

During performance of this Agreement, Contractor 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.

Contractor 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. Contractor'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.

Contractor shall, in all solicitations or advertisements for employees placed by, or on behalf of Contractor, 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.

Contractor shall 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

12. **Assignment**

Contractor shall not assign this Agreement or the rights and obligations created herein without the prior express written consent of Sandy Springs. Any attempted assignment by Contractor without the prior express written approval of Sandy Springs may, at Sandy Springs' sole option, result in the termination of this Agreement without any notice to Contractor of such termination.

13. **Notices**

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

If to Sandy Springs:	**With copies to:**
John McDonough, City Manager 1 Galambos Way Sandy Springs, Georgia 30328	Dan Lee, City Attorney 1 Galambos Way Sandy Springs, Georgia 30328
If to Contractor:	**With copies to:**
_____ Contractor Contact, Title	_____ Name and Title
_____ Address	_____ Address
_____ City, State, Zip	_____ City, State, Zip

14. **Governing Law and Consent to Jurisdiction**

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

15. **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 constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

16. **Disputes**

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract 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.

17. **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, and enforceable in accordance with its terms.

18. **Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties with respect to the subject matter hereof, and supersedes and replaces any and all prior discussions, representations and understandings, whether oral or written.

19. **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.

20. **Interpretation of Exhibits and Exclusion of External References**

The provisions of the main body of this Agreement shall govern the relationship between the City and the Contractor. In the event of conflicts or inconsistencies between this Agreement and its exhibits and attachments, including, but not limited to, those provided by Contractor, the provisions of the main body of this Agreement shall control. Website links inserted by the Contractor into exhibits or attachments to this Agreement shall not govern, alter, control or otherwise affect the provisions of this Agreement and shall be of no force or effect in the construction or interpretation of this Agreement.

21. **Copyright, Trademark and Patent Indemnification**

Contractor warrants it has the rights to use and license all products, software and services provided under this agreement. Contractor further agrees to defend and save harmless Sandy Springs against any claims brought by a third party including, without limitation, reasonable attorneys' fees and costs, arising out of or in connection with a claim that the Software, Products and Services used in the scope of this Agreement violated a third party's trademark, copyright or patent. Copyright, Trademark and Patent Indemnification shall survive the termination, cancellation or expiration of this agreement.

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: _____ Approved as to Form:
City Clerk

By: _____
(SEAL) City Attorney

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

_____

CONTRACTOR NAME

By: _____ _____

Name: Date of Execution

_____

Typed or Printed Name

_____

Title

ATTEST:

By: _____

Secretary

(SEAL)

_____

Witness

This Agreement to be executed in one (1) original.

EXHIBITS

EXHIBIT A	Scope of Work
EXHIBIT B	Contractor Proposal
EXHIBIT C	Fee Schedule
EXHIBIT D	Certification of Contractor - Georgia Security and Immigration Compliance Act
EXHIBIT E	Certification of Sponsor Drug-Free Workplace
EXHIBIT F	Affidavit Verifying Status for City Public Benefit Application
EXHIBIT G	Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)
EXHIBIT H	Insurance Requirements
EXHIBIT I	Notice to Contractors Compliance with Title VI of the Civil Rights Act of 1964

EXHIBIT A

SCOPE OF WORK

Task 1 – Outreach

Public Involvement Plan
The Contractor will prepare a Public Involvement Plan indicating all facets of outreach including those with City staff and the Mayor and City Council via work session. The Plan should remain open to revision throughout the life of the Project and adjust based on feedback during major milestones.

Stakeholder and Public Involvement
The Contractor will use a variety of public involvement techniques and coordination to inform the public of the Project progress and provide focused input during key times in the study. A primary element of the plan is coordination with stakeholders through two (2) committees:

- Community Input Committee: This group would include members from City staff, the Contractor, citizens, Mayor and Council, adjacent property owners within the Project area, and other stakeholders as may be determined.
- Technical Stakeholder Committee: This group would include members of City staff, the Contractor, Mayor and Council, ARC, Georgia Department of Natural Resources ("DNR"), and others as may be determined.

Providing the public with an opportunity to have input on issues and potential solutions helps staff know what challenges and opportunities exist in the Project area. The Contractor will use traditional and innovative techniques to conduct outreach to the community, including traditional public meetings and online public meetings. In addition, the Contractor will provide information that will be loaded onto the City's website.

Stakeholder Meetings
The Contractor will assist the City in establishing and coordinating the Technical Stakeholder Committee throughout the Project. Over the life of the Project, a minimum of two (2) meetings of the Committee should be scheduled. If necessary, interviews with regulatory agencies may be needed, and joint meetings should be scheduled at major milestones. If possible, the meetings should be scheduled on the same day to minimize travel time and should be held in the Project area near the River. The Contractor will determine the appropriate milestones to include for the Technical Stakeholder Committee with input from the City staff.

Public Information Meeting
The Contractor will hold at least three (3) public meetings using the open house format. One (1) meeting will be held at the beginning of the Project to receive public input and thoughts on the idea of a trail and River access. A second meeting will be held when concept and design reach approximately 69%. The third meeting will be held at the completion of the Project to present plans displaying the preferred conceptual Master Plan, prior to the Master Plan being accepted by the Mayor and City Council.

Mayor and City Council and Recreation Staff Work Sessions
Obtaining input from the Mayor and City Council is paramount during Project development. Using the Stakeholder Meetings or Public Meetings (both discussed above) as milestones, the Contractor will be prepared to brief the Mayor and City Council and City staff. It is expected the Mayor and City Council and City staff will be briefed at least three (3) times over the life of the Project – kickoff/visioning and, at mid-point analysis, and final/conceptual plan. In addition, given the restricted timeframe to schedule such meetings, it is important for the Contractor to remain flexible as work sessions can be rescheduled with little notice.

Deliverables:

- Public Involvement Plan – present plan and findings in public information meetings
- Meet with Stakeholder Groups
- Organize three (3) Public Meetings
- Participate in Mayor and City Council and City staff work sessions
- Provide materials for City website and public meetings.
- Summarize all stakeholder and public feedback into a Final Report as part of the completed Project
- Develop Conceptual Master Plan

Task 2 – Inventory and Environment

Existing Conditions
The Contractor shall perform a comprehensive review of the existing conditions including, but not limited to, the identification of existing land uses, zoning, GIS data, aerial photos, utility plans and data, list of regulatory agencies with legal jurisdiction that will be involved in the Project, and current and past planning and programming studies and documents.

Mapping
The Contractor shall create a detailed map showing the Project area highlighting trails, rivers, streams, utility easements and routes, jurisdictional boundaries, regulatory setbacks/buffers, zoning/classifications, and other major landmarks (i.e. restaurants, business, cell towers). In addition, maps showing the topographic features and parcel boundaries in the Project area should be provided. The most recent aerial photography should be used to ensure the current landscape is properly represented. All maps should be made available in formats easily viewed on the Internet.

Environmental Screening
The Contractor will conduct an environmental screening of the Projects area. The screening shall include:

- Delineation of jurisdictional wetlands and non-wetland waters of the U.S. in the field and map on aerial photos;
- A compliance level history survey to provide boundaries, mapped on aerial photos of resources as concurred by ARC, the City, and DNR.

Deliverables:

- Existing Conditions Report
- Maps showing existing landscape in Project area including, but limited to, parcel boundaries, water features, land uses, and topographic features
- Classifications as determined by stakeholders such as the City, ARC, National Park Service ("NPS"), or DNR

Task 3 – Conceptual Plan

The Contractor will prepare for presentation to the Regulatory Agencies and the Mayor and City Council an analysis and report to summarize the recommendations and request to the Agencies. That report will contain the following information.

Deliverables:

- Prepare final document as a Master Plan for this property based on public, staff, City staff, stakeholders, and Mayor and Council input.
- Base sheet for Project area
- Final base sheet for property

- Inventory sheets for the property, including hydrology, vegetation, and elevation
- Plans illustrating jurisdictional regulations for the property
- Documentation of each public meeting
- Recommended program for development of property
- Illustrative conceptual plan of this property
- Order of magnitude cost estimates for park
- Provide these document to the City for final review and approval
- Updated plan from final comments
- Provide one (1) hard copy of all documents and pdf files for City use

EXHIBIT B

CONTRACTOR PROPOSAL

EXHIBIT C

FEE SCHEDULE

EXHIBIT D

CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal 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 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, 2010, 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 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, 2010].

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 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 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 Agreement 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 E

CERTIFICATION OF SPONSOR
DRUG-FREE WORKPLACE

I hereby certify that I am a principal 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:

_____
Signature

Name: _____

Title: _____

EXHIBIT F

AFFIDAVIT VERIFYING STATUS
FOR CITY PUBLIC BENEFIT APPLICATION

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. § 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 O.C.G.A. §16-10-20.

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, this the _____ day of _____, 20__.

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:

_____

EXHIBIT G

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B) (1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of 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 _____, 20___.

_____
NOTARY PUBLIC

My Commission Expires: _____

EXHIBIT H

INSURANCE REQUIREMENTS

Within ten (10) days of Notice of Award, and at all times that this Agreement is in force, 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-6 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:

City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328

EXHIBIT I

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

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

1. Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).

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

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

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

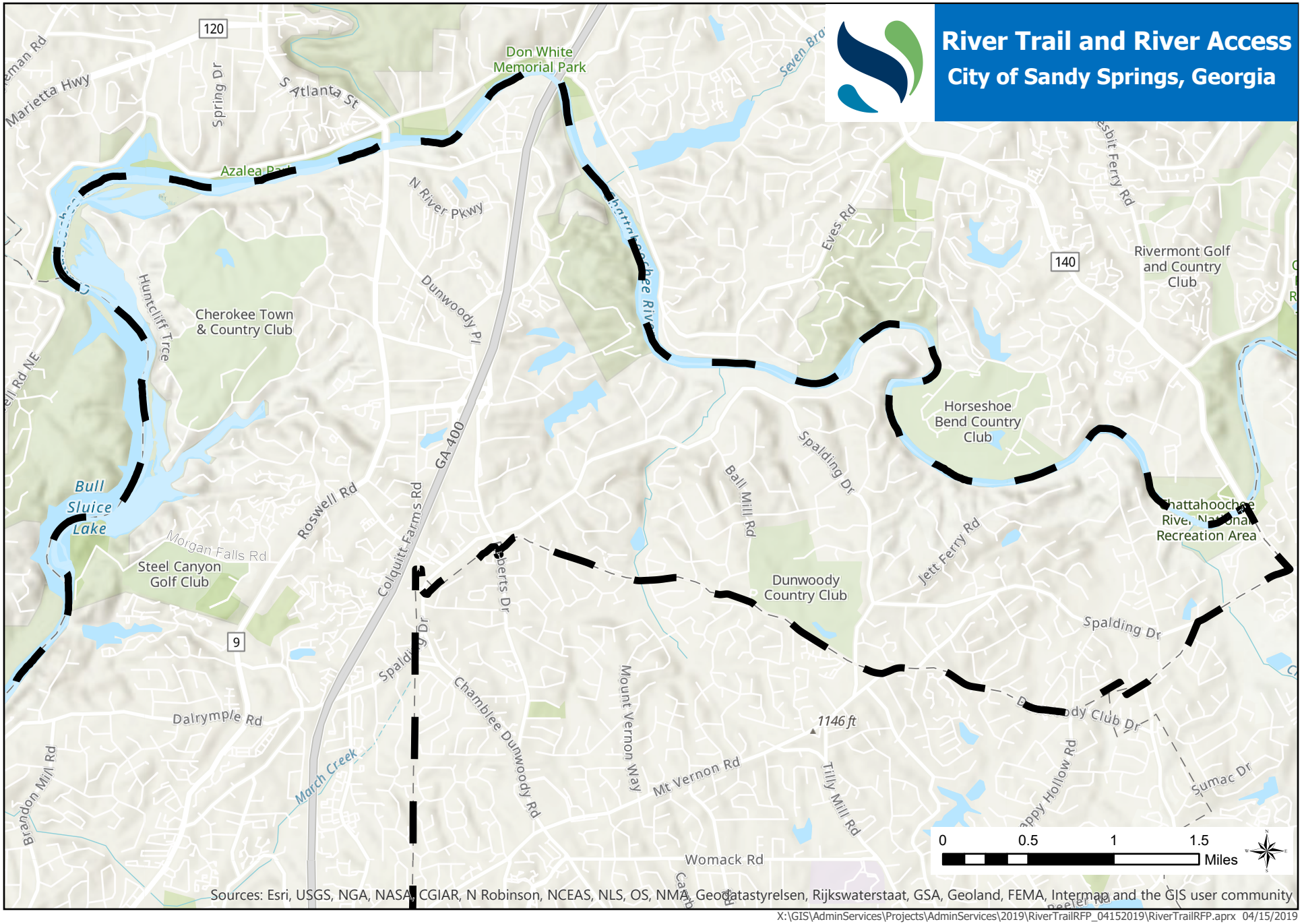
(a) Withholding of payments to the Contractors under the Contract until the Contractor complies, and/or

(b) Cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraph (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, orders or instruction issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as result of such direction, the Contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX: RIVER PATH AND ACCESS MAP

River Trail and River Access
City of Sandy Springs, Georgia



Sources: Esri, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community

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