



REQUEST FOR PROPOSALS NUMBER 15-033

For

Abernathy Greenway Park Phase V (South side)

PROPOSALS DUE: January 29, 2015 2:00 p.m. in hard copy. Electronic submissions via e-mail or fax will NOT be accepted. Submit Proposal to:

**City of Sandy Springs
Purchasing Office
7840 Roswell Road, Suite 500
Sandy Springs, Georgia 30350**

Information concerning this solicitation may be found electronically at:

<http://www.sandyspringsga.gov/purchasing>. This website will contain the Request for Proposals (“RFP”), questions and answers, and any clarifications, schedule changes and other important information regarding the solicitation. **OFFERORS SHOULD CHECK THESE ELECTRONIC PAGES FREQUENTLY.**

A non-mandatory pre-proposal meeting has been scheduled:

**January 13, 2015; 11:00 a.m.
City of Sandy Springs
7840 Roswell Rd., Building 500
Sandy Springs, GA 30350**

Questions should be directed in writing to:

**City of Sandy Springs Purchasing Office
Jeff Allen, via e-mail to: jallen@sandyspringsga.gov
Deadline for Questions is: *January 16, 2015 5:00 p.m.*
Questions received after this date and time may not be answered.**

Proposals shall be presented in a sealed opaque envelope with the proposal number and name (RFP #15-033 – Abernathy Greenway Park Phase V (South Side)), clearly marked on the outside of the envelope. The name of the company or firm submitting a proposal (“Offeror”) shall also be clearly marked on the outside of the envelope.

Instructions to Offerors

All spaces below are to be filled in and the Proposal Letter on page three must be completed and signed where indicated. **Failure to sign and return the Proposal Letter may cause rejection of the proposal.**

Proposal of:

Company Name: _____

Contact Name: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail: _____

PROPOSAL LETTER

(To be included in SEALED TECHNICAL PROPOSAL ENVELOPE)

The undersigned Offeror proposes to furnish and deliver any and all of the deliverables and services named in the attached Request for Proposals (“RFP”). It is understood and agreed that this proposal, including the price or prices offered herein, shall be valid and apply for a period of one hundred twenty (120) days from proposal opening date.

The undersigned Offeror further agrees to strictly abide by all the terms and conditions contained in the RFP and City of Sandy Springs (“City”) purchasing policies as modified by any attached special terms and conditions, all of which are made a part hereof. Any exceptions are noted in writing and included with this proposal.

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

It is understood and agreed that authorized representatives of the undersigned Offeror have 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 written signature of an authorized representative on this proposal, the undersigned Offeror guarantees and certifies that all items included in this proposal meet or exceed any and all such City specifications. The undersigned further agrees, 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, or to make no award.

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 the O.C.G.A. § 45-10-20, et. seq., have not been violated and will not be violated in any respect.

Authorized Signature: _____

Print/Type Name: _____

Print/Type Company Name Here: _____

Date: _____

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SECTION 1 - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.1 Purpose of Procurement

The City of Sandy Springs ("City") is seeking proposals from highly qualified design and engineering teams to generate conceptual plans, drawings, bid document and other documents to construct a linear park along the south side of Abernathy Road. In July, 2014 the City opened Abernathy Greenway Park Phase IV along the north side of Abernathy Road. To complement the north side project the City now wishes to develop a linear park along the south side of Abernathy Road.

1.2 General Requirements

The City has established certain requirements with respect to proposals to be submitted by Offerors. Whenever the terms "shall," "must," "will," or "is required" are used in the RFP, the specification being referred to as a mandatory requirement of this RFP. Failure to meet any mandatory requirement will cause rejection of an Offeror's proposal.

Whenever the terms "can," "may," or "should" are used in the RFP, the specification being referred to is desirable and failure to provide any items so termed may not be cause for rejection; however, it will likely result in a reduction in score awarded.

1.3 Basic Guidelines

Pursuant to the provisions of the City Code of Ordinances, the City has determined that the use of competitive sealed bidding will not be practical or advantageous to the City in completing the acquisition of the services and/or commodities described herein. Competitive sealed proposals shall be submitted in response hereto in the same manner as competitive sealed bids. All proposals submitted pursuant to this RFP shall be made in accordance with the City's purchasing policies, these instructions, and the specifications contained in this RFP.

Proposals shall be evaluated in accordance with the evaluation criteria set forth in this RFP. The City may award without discussions; however, the City reserves the right to conduct discussions if they are deemed necessary or desirable. If the City awards without discussions, the Offeror may be given the opportunity to clarify certain aspects of its proposal or to resolve minor or clerical errors. The City may conduct discussions with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of and responsiveness to the solicitation requirements. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. All such discussions shall be conducted by the Purchasing Manager named below:

Name: Jeff Allen
City of Sandy Springs Purchasing Office
7840 Roswell Road, Suite 500
Sandy Springs, Georgia 30350
E-Mail: jallen@sandyspringsga.gov

and individuals selected to evaluate proposals (“Evaluation Committee”) and/or representatives of the City as designated by the Purchasing Manager.

Award(s) shall be made to the responsible Offeror(s) whose proposal(s) is/are determined in writing to be the most advantageous for the City, taking into account all of the evaluation factors set forth in this RFP. No other factors or criteria shall be used in the evaluation. The City reserves the right to reject any and all proposals submitted in response to this RFP.

1.4 Schedule of Events

Pre proposal Conference	January 13, 2015 11:00 a.m.
Deadline for Questions*:	January 16, 2015 5:00 p.m.
Proposals Due**:	January 29, 2015 2:00 p.m.

*Submit via E-Mail only: jallen@sandyspringsga.gov.

**Proposals received later than this date and time will NOT be accepted.

1.5 Restrictions on Communications with Staff

The principal point of contact for this procurement is the Purchasing Manager. The Purchasing Manager can be reached via email at jallen@sandyspringsga.gov. Until a contractor is selected and the selection is announced regarding this RFP, elected officials, Evaluation Committee members, employees of the City, and contracted personnel receiving information and documents regarding this solicitation are not allowed to communicate regarding the solicitation for any reason with any potential or interested contractors, vendors, City staff, or contracted personnel except through the City’s Purchasing Manager. This provision shall not, however, impede the Evaluation Committee’s authority and ability to communicate with Offerors to clarify aspects of proposals or to enter into discussions with Offerors, as described herein.

The City reserves the right to reject the proposal of any potential or interested contractor or vendor who knowingly participates in violating this restriction on communications. Any City staff or elected official who violates this restriction acknowledges 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 Solicitation. All communications concerning this solicitation must be directed in writing via e-mail to the Purchasing Manager. No questions other than written will be accepted. No response other than written shall be binding upon the City.

SECTION 2 – DESCRIPTION OF PROJECT

2.1 Project Oversight and Staffing

Project oversight will be provided by the City's Recreation and Parks Staff

2.2 Project Background

The city wishes to create a master plan design for the development of a passive linear park for the south side of the Abernathy Greenway. This project will be managed by the City of Sandy Springs Department of Recreation and Parks.

The site is approximately 14 acres and approximately one half mile long. Site boundaries are Abernathy Road to the north, Fulton County Abernathy Arts Center to the west, a shopping center to the east, and private property on the south. The site includes a stream, stream buffer and many specimen hardwood trees.

The design shall be context sensitive, minimally invasive and environmentally sound while meeting operational expectations. The design shall comply with all city, state and federal regulations including GSWCC and the choice of materials could include pervious pavement, pavers, etc. and other elements to enhance water quality treatment.

2.3 Detailed Services Required

2.3.1. Project Scope (to become Exhibit A of the Contract)

Professional services include, but are not limited to: Site survey – topography, trees, boundary, site visits, presentation(s) to Mayor and Council – no more than (2), public meeting – no more than (1), conceptual master plan design with preliminary cost estimate, design development, complete construction drawings, hydrology study as required, construction bid package : all plans / drawings required for permitting, erosion control plans, grading plans, , phasing, value engineering (construction phase support) and construction cost estimate.

Recommended improvements from public input include walking trails, interpretive signage, lighting, site furniture, irrigation, fitness trail, specialty garden areas, stream bank restoration, native plantings, pedestrian stream crossings, boardwalks, gateway feature, parking lot and a water feature (pond). A final list of approved components will be furnished to the successful Offeror.

The public has indicated a pond was once present on the site. A complete assessment should be conducted to determine the current state of the water pond. A desire exists within the community to restore or replace the water feature. Hydrology studies will be required. Drainage conditions must be assessed to determine how best to construct and maintain the water feature.

Due to space constraints parts of the hiking trail will be constructed within the stream buffer. The trail will be a packed dirt trail with no more than three stream crossings.

Space to construct parking is limited. Any parking constructed on the site will be constructed from pervious pavers.

All hardscape features and materials should match the north side of the Greenway where possible. The City will provide drawings and specifications from the north side (Phase IV) construction package.

Final construction documents may include layout, materials, grading, erosion control, tree protection, planting plan, lighting, plant lists, , all proposed signage and other major construction cost components in plans, details and specifications.

Provide electronic files of all documents prepared in original format (.dwg, .xlsx, .psd, .docx, etc.)

SECTION 3 – PROPOSAL REQUIREMENTS

3.1 Information to be Provided in Proposal

Offerors shall explain and justify how they propose to deliver the services required by this RFP and to outline their qualifications and relevant experience for undertaking this Project. This information will be evaluated and assigned points as determined by the Evaluation Committee against requirements stated in the RFP.

Proposals shall be submitted in two (2) parts. All Offerors responding to this RFP shall submit a non-price proposal (“Technical Proposal”) and a cost proposal (“Cost Proposal”), packaged in two (2) separately sealed and clearly marked envelopes as outlined below.

A. Envelope #1 - Technical Proposal. The Technical Proposal shall meet the requirements set forth in the section of this RFP entitled “Technical Proposal Contents.”

B. Envelope #2 - Cost Proposal. The Cost Proposal shall meet the requirements set forth in the section of this RFP entitled “Cost Proposal Contents.” The Cost Proposal shall include all costs (separate provisions for travel and/or per diem will not be accepted).

A proposal submitted for consideration must bear the endorsement of the Offeror by signature of an authorized principal of the firm or corporation submitting the proposal.

A proposal must include, at a minimum, the following components:

3.1.1 Technical Proposal Contents

The Technical Proposal must include detailed information relative to how your firm proposes to provide the design services described in section 2 of this RFP. The Technical Proposal **MUST** not include any cost figures. The Proposal Letter, included as page 3 of this RFP, must be included in this part and must be signed by a person authorized to legally bind the company. **FAILURE TO INCLUDE THIS SIGNED PROPOSAL LETTER MAY RESULT IN THE REJECTION OF YOUR PROPOSAL.**

The Technical Proposal must also include the following information:

A. Corporate / Staff Qualifications

1. Provide company information and list officers, provide a statement of financial stability of the firm
2. Provide resumes of primary staff proposed for this project. Describe their proposed role in this project.
3. Provide examples of past similar projects performed by proposed staff.

B. Experience/References

Using the form attached hereto as Appendix 2, provide at least three (3) but no more than five (5) references from other organizations where the Offeror has performed the services described in the RFP. The referenced projects should have been designed and constructed in the past three (3) – five (5) years.

C. Capabilities

1. Provide an overview of the firm - experience, brief history.
2. Discuss depth of the organization in the event one or more of the proposed staff members is unavailable to complete the project.
3. Provide information about your reference projects such as period of performance, duration, cost staff members assigned to the project and description.

3.1.2 Cost Proposal Contents

The Offeror shall determine fee structure necessary to accomplish all of the services required by this RFP. Any questions necessary to confirm requested services or fees should be submitted to the Purchasing Manager identified in Section 1 and resolved prior to submittal of Offeror's proposal. The Cost Proposal shall include all costs on the form attached hereto as Appendix 1. The City reserves the right to negotiate this cost with the selected Offeror.

3.2 Proposal Submission

3.2.1 Economy of Presentation

Each proposal shall be prepared simply and economically, providing straight-forward, concise delineation of the Offeror's capabilities to satisfy the requirements of this RFP. Fancy bindings, colored displays, and promotional material are not required. Emphasis on each proposal must be on completeness and clarity of content. To expedite evaluation of proposals, it is essential that Offerors follow the format and instructions contained herein.

3.2.2 Form of Submittal

The proposal package shall be in a **sealed opaque envelope** containing the Technical Proposal and the Cost Proposal referenced in Section 3.1 hereof. The sealed opaque envelope shall be identified as follows:

RFP # 15-033 - Abernathy Greenway Park Phase V (South side)
January 29, 2015 2:00 p.m.
Offeror's Name

All proposals are due at the location specified on page 1 no later than the date and time specified. Proposals received at a date and time later than the due date or at a location other than the Purchasing Office will not be accepted.

3.2.3 Technical Proposal Submittal

Four (4) copies of the Technical Proposal must be received at the address indicated above in order to receive full consideration (one (1) original, three (3) hard copies, plus one (1) digital copy in PDF format on CD or USB flash drive).

3.2.4 Cost Proposal Submittal (See Appendix 1)

Four (4) copies of the Cost Proposal (See Appendix 1) must be received at the address indicated above in order to receive full consideration (one (1) original, three (3) hard copies, plus one (1) digital copy in PDF format on either a CD or USB drive). Cost proposals shall be submitted in a separate sealed envelope clearly labeled "COST PROPOSAL ENCLOSED"

Proposals failing to comply with the instructions contained in this RFP may be subject to ranking reductions. The City may also choose not to evaluate, may deem nonresponsive, and/or may disqualify from further consideration any proposals that do not follow the format required by this RFP, are difficult to understand, are difficult to read, or are missing any requested information.

3.2.5 Late Submissions, Withdrawals, and Corrections

A. Late Proposal

Regardless of cause, late proposals will not be accepted and will automatically be disqualified from further consideration. It shall be Offeror's sole risk to assure delivery to the designated office by the designated time. Late proposals will not be opened and may be returned to Offeror at the expense of Offeror or destroyed if requested.

B. Proposal Withdrawal

An Offeror requesting to withdraw its proposal prior to the proposal due date and time may submit a letter to the Purchasing Manager requesting to withdraw. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. An Offeror requesting to withdraw after the proposal has been opened will be required to submit a letter with documented facts supporting the reason for withdrawal within two (2) business days of the opening. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. Offeror must present clear and convincing evidence that an unintentional error was made. Generally, proposal withdrawals after proposal due date/time for reasons other than obvious clerical errors are not permitted.

C. Proposal Correction

If an error is discovered prior to the opening of a proposal, Offeror may submit a corrected proposal. The corrected proposal should be clearly marked that it supersedes the proposal originally submitted. If an obvious clerical error is discovered after the proposal has been opened, Offeror may submit a letter to the Purchasing Manager within two (2) business days of opening, requesting that the error be corrected. The letter must be on company letterhead and signed by an individual authorized to legally bind the firm. Offeror must present clear and convincing evidence that an unintentional error was made. The Purchasing Manager will review the correction request and a judgment will be made. Generally, modifications to opened proposals for reasons other than obvious clerical errors are not permitted.

SECTION 4 – PROPOSAL OPENING AND EVALUATION PROCESS

4.1 Opening of Proposals and Public Inspection

4.1.1 Public Information

During the opening of sealed proposals, only the name of each Offeror shall be announced. No other information will be disclosed nor shall the proposals be considered open record until after contract award by City Council. All information received in response to this RFP, including copyrighted material, is deemed public information and will be made available for public viewing and copying shortly after the City Council award with the following four (4) exceptions; (1) bona fide trade secrets meeting confidentiality requirements that have been properly marked, separated, and documented; (2) matters involving individual safety as determined by the City; (3) any company financial information requested by the City to determine vendor responsibility, unless prior written consent has been given by Offeror; and (4) other constitutional protections.

4.2 Evaluation Criteria and Process

4.2.1 Best Value Evaluation

The City shall evaluate proposals for this solicitation and select the proposal that represents the best value for the City. Past performance (references) history will be evaluated on a basis approximately equal to cost considerations. By submission of its proposal, Offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications and technical requirements. Failure to meet a requirement may result in a proposal being determined technically unacceptable.

4.2.2 Administrative Review

All proposals received will be reviewed by the Purchasing Office, a division of the City's Finance Department, to ensure that all administrative requirements of the RFP package have been met by the Offerors. Each proposal shall be reviewed to ensure that the Offeror has followed all guidelines for Proposal submittal, including but not limited to: submission of a separately packaged Technical Proposal and Cost Proposal; only technical information is included in the Technical Proposal; only cost information is included in the Cost Proposal; and all documents requiring a signature have been signed and included. Failure to meet these requirements may be cause for rejection of a proposal. All Technical Proposals that meet the administrative requirements will then be turned over to the Evaluation Committee for further consideration.

4.2.3 Evaluation and Ranking

A. General

The Evaluation Committee, assisted by Purchasing Department staff, will evaluate proposals and recommend whether to award to the highest-ranking Offeror or, if necessary, to seek discussion or a "best and final offer" in order to determine the highest-ranking Offeror. In ranking proposals, the Evaluation Committee may consider such factors as accepted industry standards and a comparative evaluation of all other qualified proposals in terms of differing price, quality, contractual factors, and past performance (references). These rankings will be used to determine the most advantageous proposal.

B. Technical Proposal Evaluation

Technical Proposals will be scored and ranked based upon how well the Offeror demonstrates its knowledge and understanding of the following evaluation criteria, which will be used to evaluate Technical Proposals:

No.	Evaluation Criteria	Description	Score
1	Understanding of the Project	Offeror clearly demonstrates their understanding of the City's goals of this project including public and community involvement as well as the environmental issues of the site	25
2	Experience	Offeror clearly demonstrates past experience designing public parks in stream banks.	30

No.	Evaluation Criteria	Description	Score
3	Stream Bank Restoration	Offeror demonstrates approach to design within a stream buffer and obtain approval from all regulatory agencies	20
4			
5	References	Offeror demonstrates ability to meet deadlines, estimate accurately and produce complete documents requiring little clarification in bidding	25

As part of the Technical Proposal evaluation, the City may contact some or all of the references listed by the Offeror in its Technical Proposal on the form attached as Appendix 2. The City may also obtain data independently from other governmental and commercial sources, at its sole discretion. The purpose of this evaluation is to allow the City to assess the Offeror's ability to perform the effort described in this RFP based on the Offeror's demonstrated past performance.

C. Cost Proposal Evaluation

Cost Proposals will be evaluated separately from Technical Proposals. The City reserves the right to negotiate with one (1) or more Offerors should the City deem it is in its best interest to negotiate. To facilitate negotiations, the City reserves the right to revise and/or alter the Project scope. The City reserves the right to suspend negotiations with one (1) Offeror and to enter into negotiations with another Offeror.

Submission of a proposal indicates the Offeror's acceptance of the described evaluation methodology and the Offeror's recognition that some subjective judgments must be made by the City.

Cost, while considered, will not be the sole, determining factor in making a contract award.

4.2.4 Clarification/Communication with Offerors

Offerors are cautioned to submit sufficient information in the format specified in this RFP. Offerors may be asked to clarify or revise certain aspects of their proposals in writing and/or invitations for further discussion. The City, however, is under no obligation to initiate or conduct discussions with Offerors. If the City does initiate discussions, Offerors may also be required to make an oral presentation and/or demonstration to clarify their proposals or to further define their offer. In either case, Offerors should be prepared to send qualified personnel to the City to discuss technical and contractual aspects of their proposals. Oral presentations and demonstrations, if requested, shall be at Offeror's expense. Communication conducted to resolve minor or clerical errors will not constitute discussions and the City reserves the right to award a contract without the opportunity for discussions or proposal revision.

4.2.5 Methods of Selection

The City will use, depending on the specific circumstances of the offers received, one (1) of the

following methods to select the best value proposal: (1) make selection and award without discussions (Offerors may be contacted only for clarification purposes); or (2) after discussions with all Offerors in the competitive range, afford each Offeror within the competitive range an opportunity to revise its proposal, and then make selection. Therefore, the Offeror's initial Proposal should contain the Offeror's best terms.

4.2.6 Best and Final Offer

"Best and final offer" is an option available to the City under the RFP process, which permits the City to request a "best and final offer" from one (1) or more Offerors if additional information is required to make a final decision. Offerors may be contacted to request that they submit their "best and final offer," which must include any and all discussed revisions.

4.2.7 Recommendation for Award

Upon completion of discussions, the Evaluation Committee will provide a written recommendation for contract award, if any, to the City Manager that contains the related supporting documentation for its decision. Contract award, if any, will be made to the selected Offeror who submits a proposal that represents the best value to the City and meets all requirements of the RFP.

SECTION 5 –TERMS AND CONDITIONS

5.1 General

Offerors should notify the City of any terms and conditions of this RFP that either preclude them from responding to the RFP or add unnecessary cost. This notification must be made by the deadline for receipt of written questions or with Offeror's proposal. Any requests for material, substantive, important exceptions to the standard terms and conditions will be addressed by formal written addendum issued by the Purchasing Manager. The City reserves the right to address any non-material, minor, insubstantial exceptions to the terms and conditions with the highest-ranking Offeror at the time of contract discussions.

5.2 Contract

The form of contract ("Model Contract") the City intends to execute with the selected Offeror is included in this RFP as Appendix 4. Offerors are urged to read this Model Contract 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 Purchasing 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 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 selected 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.

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 selected Offeror at least thirty (30) days prior to the effective date of termination.

5.3 Subcontractors

The highest-ranking Offeror shall 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 selected 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 selected 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.

5.4 Bonding Requirements – Not required for this contract.

5.5 Payment for Services - Refer to the contract for compensation and payment for services.

5.6 Conflict of Interest

If an Offeror has any existing client relationship(s) involving the City that would prevent its being objective, the Offeror must disclose such relationship(s) in its proposal.

5.7 Confidentiality Requirements

Team members that are assigned by the selected Offeror to this Project may be required to sign a non-disclosure statement.

The Offeror shall mark and state with specificity those elements of its proposal that it considers confidential and/or proprietary. Failure to properly identify and mark confidential or

proprietary information as specified in the following paragraph may result in all information received being deemed non-confidential, non-proprietary, and in the public domain. Neither a proposal in its entirety, nor proposed prices shall be considered confidential and proprietary.

Notwithstanding the foregoing, the Offeror is hereby notified that any and all materials submitted in response to this RFP are subject to the provisions of Georgia's Open Records Act (O.C.G.A. § 50-18-

70, et seq.) ("Open Records Act"). The City's receipt, review, evaluation or any other act or omission concerning any such information shall not create an acceptance by the City of any obligation or duty to prevent the disclosure of any such information except as required by the Open Records Act. Offerors who submit information they believe should be exempt from disclosure under the Open Records Act shall clearly mark each document as confidential, proprietary or exempt, and state the legal basis for the exemption with supporting citations to the Official Code of Georgia. Pursuant to Georgia law, if the information is requested under the Open Records Act, the City shall make a final determination if any

exemption actually exists for the City to deny the request and prevent disclosure. The City will withhold such information from public disclosure under the Open Records Act only if it determines, in its sole discretion, that there is a legal basis to do so.

5.8 Policy on Drug-Free Workplace

The final award of a contract is contingent upon the Offeror certifying to the City that a drug-free workplace will be provided for the Offeror's employees during the performance of the contract as required by the "Drug-Free Workplace Act" (O.C.G.A. § 50-24-1, et seq.). The form of certification required is attached as Exhibit C to the Model Contract.

5.9 SAVE Affidavit and Secure Verifiable Document

Pursuant to O.C.G.A. § 50-36-1, the City must obtain a SAVE Affidavit and a secure and verifiable document evidencing the legal status of each entity and/or individual with which the City provides a public benefit, to include a contract with the City. The selected Offeror shall verify that it has, prior to executing the contract, executed a SAVE Affidavit (to be sworn under oath under criminal penalty of false swearing pursuant to O.C.G.A. § 16-10-71), and submitted such affidavit to the City in person, electronically, or by mail, in the form attached to the Model Contract as Exhibit E. Further, the selected Offeror shall verify that it has, prior to executing the contract, submitted a secure and verifiable document, evidencing the selected Offeror's legal status, to the City either in person or electronically (in compliance with the Uniform Electronic Transactions Act). The selected Offeror verifies that it is in compliance with the Residency Status of an Applicant for Public Benefit, as required by the Georgia Security and Immigration Compliance Act (O.C.G.A. § 50-36-1).

5.10 E-Verify

The selected Offeror shall verify its compliance with O.C.G.A. § 13-10-91, as amended, by executing an affidavit in the form attached to the Model Contract as Exhibit C, stating affirmatively that it is submitting a contract to the City, a political subdivision of the State of Georgia, and that it has registered with and is participating in a federal work authorization program (any of the electronic verification of work authorization programs operated by the United States Department of

Homeland Security or any equivalent federal work authorization program operated by the United States of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986, P. L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91, as amended.)

5.11 Insurance

Within 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 the requirements of Exhibit F of the Model Contract.

5.12 Miscellaneous

5.12.1 Compliance with Laws

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.

5.12.2 Licenses

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.

5.12.3 Disqualification

No response 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.

5.12.4 Financial Resources

The City reserves the right to request from Offerors satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

5.12.5 Proposal Preparation Costs

The costs for developing and delivering responses to this RFP and any subsequent presentations of proposals as requested by the City are entirely the responsibility of Offerors. The City is not liable for any expense incurred by an Offeror in the preparation and presentation of its proposal.

5.12.6 City Property

All materials submitted in response to this RFP become the property of the City and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the City and the Offeror resulting from this RFP process.

5.12.7 City's Reservation of Rights

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:

- A. modify, cancel or terminate this RFP at any time. Notice of such an event will be issued on the City's website at <http://www.sandyspringsga.gov>. The City is not responsible and will not reimburse for proposal preparation costs in any event, including the cancellation of the RFP. Proposals may be returned upon request if unopened;
- B. reject any or all proposals received in response to this RFP, 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;
- C. waive and/or amend technicalities and informalities in proposals, in its sole discretion;
- D. waive any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any proposal;
- E. not award if it is in the best interest of the City;
- F. make multiple awards if it is in the best interest of the City; and
- G. terminate any contract if the City determines adequate funds are not available.

APPENDIX 1
COST PROPOSAL
 (to become Exhibit B of the Contract)
 (Submit in Separately Sealed Envelope)

RFP Deliverable	Proposed Fee	Estimated Duration (in calendar days)
Survey		
Conceptual Design Package & Prelim. Cost Estimate		
Water Feature Assessment		
Water Feature Design documents		
Public Meeting / Presentation		
Presentation to Council		
Hydrology Study		
Construction Document & Cost Estimate		
Bid Support,	Hourly	
Construction Support	Hourly	
Total Fees (Not to exceed amount for services rendered to and accepted by Sandy Springs)		

PROPOSAL PRICE CERTIFICATION

The undersigned offers and agrees that if this proposal is accepted by City Council within one hundred twenty (120) days of the date of proposal opening, the undersigned will furnish any or all of the deliverables upon which prices are quoted, at the price set opposite each, to the designated point(s) within the time specified.

COMPANY:

ADDRESS:

AUTHORIZED SIGNATURE:

PRINT/TYPE NAME:

Appendix 2
REQUEST FOR REFERENCES
(Contractor to complete and return)

All references must be for project with similar scopes from the past three (3) – five (5) years

References for: _____
(Company Name)

1. Company _____
Street Address _____
City, State, Zip _____
Contact Person Name _____ Phone _____
Email address _____
Describe specific job performed and date: _____

2. Company _____
Street Address _____
City, State, Zip _____
Contact Person Name _____ Phone _____
Email address _____
Describe specific job performed and date: _____

3. Company _____
Street Address _____
City, State, Zip _____
Contact Person Name _____ Phone _____
Email address _____
Describe specific job performed and date: _____

4. Company _____
Street Address _____
City, State, Zip _____
Contact Person Name _____ Phone _____
Email address _____
Describe specific job performed and date: _____

5. Company _____
Street Address _____
City, State, Zip _____
Contact Person Name _____ Phone _____
Email address _____
Describe specific job performed and date: _____

**APPENDIX 3
CORPORATE CERTIFICATE**

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

This _____ day of _____, 20__.

Signature (Seal)

APPENDIX 4

FORM OF CONTRACT (MODEL CONTRACT)



MODEL CONTRACT

AGREEMENT

FOR

("Abernathy Greenway Park Phase V (South Side)")

Between

CITY OF SANDY SPRINGS, GEORGIA

("Sandy Springs")

And

("Consultant")

AGREEMENT

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AGREEMENT

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

WITNESSETH

WHEREAS, Sandy Springs through its governing body desires to retain a qualified and experienced consulting firm to perform certain concept and design services for *Linear Park Design Services* (“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 G – 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 **RFP # 15-033**

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 A – SCOPE OF SERVICES**.

**ARTICLE 4
DELIVERABLES**

Consultant shall provide to Sandy Springs all deliverables specified in **RFP # 15-033**. 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 A – 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 H – 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 H – SCHEDULE OF TIME AND PERFORMANCE OF WORK**.

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

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

ARTICLE 8 TERM OF AGREEMENT

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

ARTICLE 9 COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

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

The total contract amount for the Project shall be as set forth in **EXHIBIT B - 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 H – 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 **RFP # 15-033**. Consultant shall be entitled to receive compensation for any satisfactory work completed on such documents as reasonably determined by Sandy Springs. Whether or not the Consultant's right to proceed with the work has been terminated, the Consultant shall be liable for any damage to Sandy Springs resulting from the Consultant's refusal or failure to complete the work within the specified time period, and said damages shall include, but not be limited to, any additional costs associated with Sandy Springs obtaining the services of another Consultant to complete the Project.

ARTICLE 15 TERMINATION FOR CONVENIENCE OF SANDY SPRINGS

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

ARTICLE 16 WAIVER OF BREACH

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

ARTICLE 17 INDEPENDENT CONTRACTOR

Consultant shall perform the services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with such relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute Consultant or any of its agents or employees to be the agent, employee or representative of Sandy Springs. Inasmuch as Sandy Springs and Consultant are contractors independent of one another, neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. Consultant agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of Consultant to do so, without specific prior written authorization from Sandy Springs, and then only for the limited purpose stated in such authorization.

Consultant shall assume full liability for any contracts or agreements that Consultant enters into on behalf of Sandy Springs without the express knowledge and prior written authorization of Sandy Springs.

**ARTICLE 18
RESPONSIBILITY OF CONSULTANT**

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

**ARTICLE 19
COOPERATION WITH OTHERS**

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

**ARTICLE 20
ACCURACY OF WORK**

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

ARTICLE 21 REVIEW OF WORK

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

ARTICLE 22 INDEMNIFICATION

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

Consultant further agrees to protect, defend, indemnify and hold harmless Sandy Springs, its officers, agents and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of Consultant. These indemnities shall not be limited by reason of the listing of any insurance coverage.

ARTICLE 23

CONFIDENTIALITY

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

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

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

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

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

ARTICLE 24 OWNERSHIP OF INTELLECTUAL PROPERTY AND INFORMATION

Consultant agrees that Sandy Springs is the sole owner of all information, data, and materials that are developed or prepared subject to this Agreement; provided, however, that Sandy Springs acknowledges that such information, data, and materials are Project specific and are not to be used in connection with other projects as a matter of general application. Consultant or any subcontractor is not allowed to use or sell any information subject to this Agreement for educational, publication, profit, research or any other purpose without the written consent of an authorized representative of Sandy Springs. All electronic files used on this Project and necessary to view and/or access information, including any custom or commercially available software developed or used by Consultant, shall become the property of Sandy Springs to the extent that such electronic files are not maintained by Sandy Springs in the ordinary course

of business unless the Consultant receives written confirmation from the City that such software shall not be required as part of the Project deliverables. Any required licenses and fees for software or other required materials shall be purchased and/or paid for by Consultant and registered in the name of the authorized representative of Sandy Springs. Any work developed for use on this Project may be released as public domain information by the authorized representative of Sandy Springs at his/her sole discretion.

ARTICLE 25 COVENANT AGAINST CONTINGENT FEES

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

ARTICLE 26 INSURANCE

Prior to beginning work on the Project, Consultant shall furnish certificates to Sandy Springs for the following minimum amounts or levels of insurance coverage:

- A. **Workers' Compensation Insurance** sufficient to insure the Consultant against its liability for payment of compensation to the full extent required by Georgia law, from some corporation, association, or organization licensed by Georgia law to transact the business of workers' compensation insurance in the State of Georgia or from some mutual insurance association formed by a group of employers so licensed.
- B. **General Comprehensive Liability Insurance** providing coverage for injuries to persons as well as damage to property in an amount not less than One Million Dollars (\$1,000,000.00).
- C. **Professional Liability Insurance** for engineers/engineering work in an amount not less than One Million Dollars (\$1,000,000.00).
- D. **Valuable Papers Insurance** in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by the Project and the Agreement.

All insurance shall contain a provision that the coverage afforded will not be cancelled, materially changed, or renewal refused until at least thirty (30) days prior written notice has been given to Sandy Springs. All such insurance shall remain in effect until final payment is made and the Project is accepted by Sandy Springs. If Consultant receives notice of non-renewal or material adverse change of any of the above coverages, Consultant will promptly advise Sandy Springs in writing. Failure of Consultant to promptly notify Sandy Springs on non-renewal or material adverse change of any of the above coverages

terminates the Agreement as of the date that Consultant should have given notification to Sandy Springs.

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

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

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 D - CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE**, attached hereto and incorporated herein by this reference. Pursuant to the certification, Consultant shall certify that:

- (1) the provisions of O.C.G.A. § 50-24-1 through 50-24-6 relating to the “Drug-Free Workplace Act” have been complied with in full;
- (2) a drug-free workplace will be provided for the consultant’s employees during the performance of this Agreement;
- (3) each subcontractor hired by Consultant shall be required to ensure that the subcontractor’s employees are provided a drug-free workplace; and
- (4) Consultant will not engage in any unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

ARTICLE 32 GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

Consultant shall execute a certification in the form of **EXHIBIT C - 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 C**.

ARTICLE 33 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 34 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 35 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 36 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 37 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 38

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 39
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 40
NOTICES**

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

Notice to Sandy Springs shall be addressed as follows:

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

With copies to:

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

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

Notice to Consultant shall be addressed as follows:

ATTN: _____
Consultant
Project Manager

**ARTICLE 41
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 42
EQUAL EMPLOYMENT OPPORTUNITY**

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

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

**ARTICLE 43
FORCE MAJEURE**

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

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

CITY OF SANDY SPRINGS, GEORGIA

By: _____
John McDonough, City Manager

Date of Execution

ATTEST:

By: _____
City Clerk

(SEAL)

Approved as to Form:

By: _____
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: _____

EXHIBITS

- EXHIBIT A** Scope of Services
- EXHIBIT B** Fee Schedule
- EXHIBIT C** Certification of Contractor - Georgia Security and Immigration Compliance Act
- EXHIBIT D** Certification of Sponsor Drug-Free Workplace
- EXHIBIT E** Affidavit Verifying Status for City Public Benefit Application
- EXHIBIT F** Insurance Requirements
- EXHIBIT G** Consultant's Proposal
- EXHIBIT H** Schedule of Time and Performance of Work

EXHIBIT A

SCOPE OF SERVICES

(Scope of Services from Section 2.3.1 of Request for Proposals No. 15-033)

EXHIBIT B

FEE SCHEDULE

(Cost Proposal from Appendix 1 to Request for Proposals No. 15-033)

EXHIBIT C

**CERTIFICATION OF CONTRACTOR
GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT**

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 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 D

**CERTIFICATION OF SPONSOR
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:

Signature

Name: _____

Title: _____

EXHIBIT E

**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 F

INSURANCE REQUIREMENTS

Within 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. Statutory Workers' Compensation Insurance
 - (a) Employers Liability:
 - Bodily Injury by Accident - \$100,000 each accident
 - Bodily Injury by Disease - \$500,000
 - Policy limit Bodily Injury by Disease - \$100,000 each employee

2. Comprehensive General Liability Insurance
 - (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
Owner's and Contractor's Protective
 - (b) Blanket Contractual Liability
 - (c) Blanket "X", "C", and "U"
 - (d) Products/Completed Operations Insurance
 - (e) Broad Form Property Damage
 - (f) Personal Injury Coverage

3. Automobile Liability
 - (a) \$1,000,000 limit of liability
 - (b) Comprehensive form covering all owned, non-owned and hired vehicles

4. Umbrella Liability Insurance
 - (a) \$1,000,000 limit of liability
 - (b) Coverage at least as broad as primary coverage as outlined under Items 1, 2 and 3 above

5. Professional Liability Insurance - for engineers/engineering work in an amount not less than One Million Dollars (\$1,000,000.00).

6. The City of Sandy Springs, Georgia, and its subcontractors and affiliated companies, their officers, directors, employees shall be named on the Certificates of Insurance as additional insured and endorsed onto the policies for Comprehensive General Liability, Automobile Liability and Umbrella Liability insurance maintained pursuant to this Agreement in connection with liability of the City of Sandy Springs and their affiliated companies and their officers, directors and employees arising out of Contractor's operations. Copies of the endorsements shall be furnished to the City prior to execution of the Agreement. Such insurance is primary insurance and shall contain a Severability of Interest clause as respects each insured. Such policies shall be non-cancelable except on thirty (30) days written notice to the City. Any

separate insurance maintained in force by the additional insured named above shall not contribute to the insurance extended by Contractor's insurer(s) under this additional insured provision.

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

EXHIBIT G
CONSULTANT'S PROPOSAL

EXHIBIT H
SCHEDULE OF TIME AND PERFORMANCE OF WORK