SECTION C
1. EXHIBITS AND FORMS

STEP 1: EXHIBITS AND FORMS

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STEP 2: EXHIBITS AND FORMS

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STEP 1 FORMS
ALL BIDDING PARTIES SHOULD COMPLETE STEP 1 FORMS

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FORM "1"

TITLE PAGE

Project Title: _____

Bidding Company Name: _____

Bidding Company Address: _____

_____

Bidding Company Phone: _____

Bidding Company Fax: _____

Bidding company email address: _____

Contact Person: _____

Due date of Bid: _____

EXHIBIT "A"
BID FORM

Project: RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

To: Atlanta Beltline, Inc.
Atlanta, Georgia

Submission Date: _____

By:_____
(Bidder's Name)

Undersigned bidder offers and agrees to enter into Agreement with ABI, in accordance with the instructions, requirements and forms included in Bid Document Package (including the NOTICE OF BID, Instructions to Bidders Package), and to complete all work for the bid price and within required calendar days, all in accordance with the Bid Document Package.

Bidder accepts terms and conditions contained in Bid Document Package including without limitation those dealing with ABI's time for accepting Bid and disposition of Bid Security.

In submitting this bid, bidder makes representations required by Instructions to Bidders and further warrants and represents:

Bidder has examined Bid Document Package, including NOTICE of BID and Instructions to Bidders, and following Addenda:

No._____Dated_____	No._____Dated_____
No._____Dated_____	No._____Dated_____
No._____Dated_____	No._____Dated_____
No._____Dated_____	No._____Dated_____

Bidder has examined the site and locality where the work is to be performed and legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting work cost, difficulty, progress or performance and has made independent investigations as bidder deems necessary.

Bidder has carefully studied reports and drawings indicating subsurface conditions and drawings depicting physical conditions as identified in the contract documents and accepts the determinations concerning technical data contained in reports and drawings on which bidder is entitled to rely.

Bidder has reviewed and checked Plans and data shown or indicated on the Bid Document Package with respect to existing underground facilities at or contiguous to the site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by bidder in order to perform and furnish work at contract price, within contract term and in accordance with terms and conditions contained in the Bid Document Package

Bidder has compared results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in the Bid Document Package.

Bidder has given Owner written notice concerning conflicts, errors, or discrepancies discovered in the Bid Document Package and written resolution by Owner is acceptable to Bidder.

The bid is genuine and not made in the interest of, or for any undisclosed person, firm or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham bid; bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over owner.

Bidder submits the following Bid Prices:

Total Bid Amounts:

$_____BASE BID DOLLAR AMOUNT IN FIGURES

_____BASE BID DOLLAR AMOUNT IN WORDS

$_____ADD ALTERNATE AMOUNT IN FIGURES

_____ADD ALTERNATE AMOUNT IN WORDS

$_____DEDUCT ALTERNATE AMOUNT IN FIGURES

_____DEDUCT ALTERNATE AMOUNT IN WORDS

Total Bid Amounts –The bid shall be shown in both figures and words. In case of a discrepancy, the amount shown in words shall govern. In the event of a discrepancy between the sum of the extended amounts and the total Base Bid Amount, the sum of the extended amounts shall govern. In the event of a discrepancy between the Schedule of Values and the Bid Form, the Bid Form shall govern.

NOTE: Schedule of Values Form (SOV) must be filled out and attached.

Consecutive Calendar Days for Final Completion: 400 Consecutive Calendar Days

Prices include all labor, materials, bailing, shoring, removal, overhead (direct and indirect), profit, insurance, bonds, and other costs, to cover all finished work.

Bidder agrees this Bid shall be good and may not be withdrawn for a period of **120** calendar days after scheduled closing time for receiving bids.

This is enclosed herewith a certified or cashier's check or a Bid Bond to the order of Atlanta Beltline, Inc. in the sum of _____ Dollars. Check or Bid Bond shall be equal to, not less than, the amount stipulated in the NOTICE TO BID and it is understood and agreed that said check or Bid Bond shall be subject to the terms and conditions stipulated in Bid Document Package.

Undersigned bidder hereby agrees to each and every stipulation in the Bid Document Package pertaining to the submission of bids and further, if awarded the Contract, bidder duly agrees to execute and secure the required agreement documents and Bid Document Package within fifteen (15) days from service of notice of award and deliver a surety bond or bonds as required by general conditions. The name and business address of bidder to which all formal notices shall be sent:

Undersigned bidder states the names and address of persons interested as principals in this bid as are follows: (write first name in full)

Bidder shall state on the line below, if a corporation, the name of State in which incorporated and the date of said incorporation:

Undersigned bidder states (he/she/they) (is/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (give full names and addresses)

Undersigned bidder submitting this bid certifies and affirms that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with a bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the bid price of affiant or any other bidder , or to fix any overhead, profit, or cost element of said Bid Price, or of that of any other bidder, or to secure an advantage against ABI or any other person interested in the proposed contract; and that all statements contained in said bid are true, and further, that such bidder has not directly or indirectly submitted this bid, or contents thereof, or divulged information or data thereof; and, that no member or Owner or other officers or employees of said Owner is interested directly or indirectly in the bid or in any portion of the bid nor the contract or any part of the contract which may be awarded the undersigned bidder on the basis of such bid.

The undersigned bidder acknowledges the requirements of the Plans and Specifications for the subject project. It is further understood that the above quantities are approximate, are solely for the purpose of comparing proposals, and are not represented by the Owner as an accurate statement for the actual work to be performed.

The bidder agrees to complete the Scope of Work described in the Contract within **400 consecutive calendar days (final completion)** for completion from the date of "Notice to Proceed."

Signature:_____Date:_____
(President, Vice President or Corporate Officer

Printed Name: _____Title:_____

Attested by: _____Date:_____
(Secretary of Corporation)

Printed Name: _____Title:_____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name:_____

Address:_____

City:_____State:_____Zip:_____

Telephone Number:_____

Email:_____

EXHIBIT "B"
BONDING COVERAGE

RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

The bidder shall provide Atlanta Beltline, Inc. with satisfactory evidence of the bidder's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to Atlanta Beltline., Inc. and licensed by the Insurance Commissioners of the State of Georgia to transact Surety business in the State of Georgia. Bidder shall submit this form with Bid.

SURETY:

Company Name: _____

Company Address: _____

_____

Contact Name and Phone:_____

Bonding Capacity is: _____

Available (uncommitted) Bonding Capacity is: _____

INSURER:

Company Name: _____

Company Address:_____

_____

Contact Name and Phone: _____

_____
Company Name

_____
President/Vice President

Sworn to and subscribed before me this ____ day of _____, 202__.

_____
Secretary/Assistant Secretary
(affix corporate seal here, if corporation)

EXHIBIT "C"
BID BOND

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Atlanta Beltline, Inc.	City of Atlanta	Invest Atlanta
100 Peachtree Street NW, Ste 2300	55 Trinity Avenue	133 Peachtree Street NE, Ste 2900
Atlanta, GA 30303	Atlanta, GA 30303	Atlanta, GA 30303

Thereinafter referred to as Co-Obligees in the penal sum of _____Dollars ($_____) in lawful money of the United states, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to Atlanta Beltline, Inc. (Owner) a Bid Proposal to provide materials, labor and equipment for **RESTORATION OF PROCTOR CREEK ON 425 CHAPPELL**

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the bid proposal be accepted, the Principal shall, within ten days after receipt of conformed Agreement , execute an Agreement in accordance with the bid proposal upon the terms, conditions and prices set forth therein, and in the form and manner required by the Agreement and executed sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner each in the amount of 100% of the total contract price, in form and with security satisfactory to said Owner, then this amount of five percent (5%) of the total bid amount in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain if full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any

and all of the foregoing requirements with the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provision of O.C.G.A Section 13-10-1 and 36-82-101 *et. Seq.* and all of the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized Managers, on this _____ day of _____, 202___.

ATTEST: _____

_____
(Principal)

_____
(Principal Secretary)
(SEAL)

By: _____

_____
(Address)

_____
(Witness to Principal)

_____
(Address)

ATTEST: _____
(Surety)

By:_____
(Attorney-in-Fact)

_____
(Resident Agent)

_____
(Address)

(SEAL)

_____
(Witness to Surety)

_____
(Address)

STEP 2 FORMS
DO NOT COMPLETE UNLESS NOTIFIED BY ABI PROCUREMENT IN THE BONFIRE PORTAL

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EXHIBIT "D"
DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

ABI is committed to the practice of non-discrimination in the selection of team members and its relationships with sub-contractors and desires to promote equal business opportunities and diversity in the participation of companies engaged in the Atlanta Beltline program. ABI strongly encourages participation by all Disadvantaged Business Enterprises in all contracts issued by ABI. Disadvantaged Business Enterprises include but are not limited to: Minority and Female Business Enterprises ("MFBE"), Female Business Enterprises ("FBE"), Minority Business Enterprises ("MBE"), Small Disadvantaged Businesses ("SDB"), Women's Business Enterprise ("WBE"), Small Business Enterprises ("SBE"), African American Business Enterprises ("AABE"), Asian Pacific American Business Enterprises ("APABE"), Hispanic American Business Enterprises ("HABE"), and Native American Business Enterprises ("NABE"). These enterprises shall be collectively referred to herein as DBEs.

A contractor who engages in business with ABI shall not discriminate on the basis of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, disability, age, national origin, political affiliation, gender identity, or racial profiling in the performance of its contracts with ABI. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of its contract with ABI or the exercise of other legally available remedies.

However, nothing herein should indicate that a DBE may not apply and be selected independently as a DBE that meets the qualifications of this solicitation. As such, DBEs are encouraged to submit their qualifications for consideration. Certified DBEs must be certified as a specific DBE through GDOT, MARTA, the Georgia Minority Supplier Development Council, the U.S. Small Business Administration, the City of Atlanta, the Women's Business Enterprise National Council, or the United States Pan Asian American Chamber of Commerce. SBEs must be registered with the City of Atlanta and are defined in Section 2-1357 of Division 9 of the City of Atlanta Code of Ordinances, as amended. ABI maintains data on the utilization of DBE entities for all contracts with the utilization of ABI's Subcontractor/Sub-consultant Utilization and DBE Participation Certification form. Additional certification may be considered. Non-certified DBEs are not prohibited from participation.

Each bidder for ABI shall list any and all DBEs that have been or will be utilized on this contract, the amount of revenue received or to be received by each DBE, and the percentage of the overall Scope of Services the specific DBE will provide under the contract. All invoices should be in a format approved by the ABI Project Manager and reflect the sums to be received by DBEs from the total payment to be received by the bidder. The invoices should also reflect the total amount of compensation paid to date to the bidder and each DBE participant along with their corresponding percentage of the total compensation received. Bidder will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the bidder is current with all payment obligations due to the DBE participants at the time of the submission of an invoice for payment. Bidder shall be deemed a constructive trustee of the funds paid to it that are to be disbursed to a specific DBE participant. Failure to pay sums due to DBE participants shall be deemed a material breach of the terms of any agreement to which bidder may become a party as a result of its selection as the bidder.

When a contractor is awarded a bid with ABI, the contractor must provide a copy of its agreements with each DBE listed in the Proposed Disadvantaged Business Enterprise Utilization Summary and the "Subcontractor/Subconsultant Utilization and DBE Participation Certificate." The contractor shall not terminate or remove a DBE without prior authorization from ABI. Failure of the contractor to carry out these requirements is a material breach of the contract which may result in the termination of its contract with ABI or the exercise of other legally available remedies.

Persons or firms interested in obtaining applications for certification should contact one or more of the following organizations:
• **City of Atlanta** – Office of Contract Compliance (EBO/SBO Certification): 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: (404) 330-6010, Fax: (404) 658-7359.

• **U.S. Small Business Administration** (SDB certification) acceptable provided certification reflects minority or women-owned status. Requirements are found at www.sba.gov.

• **Georgia Department of Transportation** (DBE Certification): One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.
• **MARTA** (DBE Certification): 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270, Fax: (404) 848-4302. Web link: itsmarta.com/dbe-program.aspx.

• **Georgia Minority Supplier Development Council, Inc**. (MBE Certification): 759 West Peachtree Street, Suite 107, Atlanta, GA 30308, Tel: (404) 589-4929.

• **U.S. Department of Transportation** (DBE and ACDBE Certifications): The DBE and Airport Concessions Disadvantaged Business Enterprise (ACDBE) Programs require that all U.S. DOT recipients of federal assistance participate in a statewide Uniform Certification Application (UCP). The UCP is a one-stop certification program that eliminates the need to obtain certification from multiple agencies within the State of Georgia. For more information, go to the USDOT website: https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform-certification-application-english.

• **United States Pan Asian American Chamber of Commerce** (USPAACC) Certification for Asian American/Minority-Owned Businesses. Go to https://uspaacc.com/certification/asian-minority-businesses.

• **Women's Business Enterprise National Council** (WBENC) Certification for Women's Business Enterprises): Go to https://www.wbenc.org/certification-process DBEs can list different designations on the summary form; however, the work can only apply to one designation. The same person or firm may not, for example, be listed for participation as an MBE organization and an SBE organization even if the level of participation exceeds each category's goal. Bidders/business entities listed as certified must be registered or certified prior to the submittal of the bid. A bidder is at risk in that there may be an issue of time to certify or register if it intends to use a business entity that is not certified or registered at the time the bid is submitted. Applicants must include copies of any "DBE" certifications for the contractors and subcontractors listed in their submittal packages, if any.

In accordance with ABI's DBE participation policy, all bidders shall complete and submit the Good Faith Effort Affidavit.

ABI is an Equal Opportunity Employer.

EXHIBIT "E"
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

Contract: _____ Date: as of _____
Contract Date:_____
Total Contract Amount:_____

Atlanta Beltline, Inc. (ABI) strongly encourages participation by Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI is gathering data on the utilization of FBE, MBE, and SBE entities on all contracts. Each contractor or consultant for ABI shall list any and all Female, Minority or Small Business Enterprises (FBE, MBE, and SBE) that have been or will be utilized on this contract; the amount of revenue received or to be received by the FBE, MBE, and SBE; and the percentage of the overall Scope of Services provided under the contract.

Contractor/Consultant:_____
This firm, as the Contractor/Consultant on the above contract (is) _____ (is not) _____ a Female, Minority, or Small Business Enterprise. (Please indicate below the portion of work, including percentage of contract amount, that this firm will carry out directly.):

_____
_____
_____

If the Contractor/Consultant is a Joint Venture, please indicate by checking here (___) and complete a Joint Venture Disclosure Affidavit. ABI will also need to have a copy of the executed Joint Venture Agreement.

Subcontractors/Subconsultants (including suppliers) used or to be utilized in the performance of this project, if awarded, are:

Subcontractor/Subconsultant Name: _____
Address _____
_____
Phone _____ Contact Person _____
Email address:_____
Ethnic Group* _____ FBE/MBE/SBE Certification from (name of agency) _____
Work to be Performed _____
Amount awarded $_____ Amount received $_____
Percent of Total Contract Amount_____% Percent of Scope of Services_____%
*Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Female Business Enterprise (FBE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Small Business Enterprise (SBE); as certified by the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council or MARTA.
Subcontractor/Subconsultant Name: _____
Address _____
_____
Phone _____ Contact Person _____
Email address:_____
Ethnic Group* _____ FBE/MBE/SBE Certification from (name of agency) _____

Work to be Performed _____
Amount awarded $_____ Amount received $_____
Percent of Total Contract Amount_____% Percent of Scope of Services_____%
Subcontractor/Subconsultant Name: _____
Address _____
_____
Phone _____ Contact Person _____
Email address:_____
Ethnic Group* _____ FBE/MBE/SBE Certification from (name of agency) _____
Work to be Performed _____
Amount awarded $_____ Amount received $_____
Percent of Total Contract Amount_____% Percent of Scope of Services_____%
Subcontractor/Subconsultant Name: _____
Address _____
_____
Phone _____ Contact Person _____
Email address:_____
Ethnic Group* _____ FBE/MBE/SBE Certification from (name of agency) _____
Work to be Performed _____
Amount awarded $_____ Amount received $_____
Percent of Total Contract Amount_____% Percent of Scope of Services_____%
Subcontractor/Subconsultant Name: _____
Address _____
_____
Phone _____ Contact Person _____
Email address:_____
Ethnic Group* _____ FBE/MBE/SBE Certification from (name of agency) _____
Work to be Performed _____
Amount awarded $_____ Amount received $_____
Percent of Total Contract Amount_____% Percent of Scope of Services_____%

Total Amount of All DBE Subcontractor/Subconsultant Agreements $ _____

Percentage Value of Total Contract _____
If the contract is completed, please indicate the total amount paid to the above Subcontractors or Subconsultants. $_____

_____

Total Amount of FBE Subcontractor/Subconsultant Agreements $ _____
Total Amount of MBE Subcontractor/Subconsultant Agreements $ _____
Total Amount of SBE Subcontractor/Subconsultant Agreements $ _____

The undersigned certifies that he/she is legally authorized by the Contractor/Consultant to make the statements and representations in this document and that said statements and representations are true and correct to the best of his/her knowledge and belief.

Contractor/Consultant Name: _____

Signature: _____ Title: _____

Address: _____

_____

Contact Person for Contract: _____

Telephone No.: _____ Email Address:

_____

EXHIBIT "F"
CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Bidder's Name: _____ ("Bidder")

Bidder's attention is directed to provisions of the Invitation to Bid (ITB) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Bidders are advised that certain firms will not be allowed to participate on any bidder's team for the Project because of their work with ABI, IA, or the City of Atlanta in connection with the Project or the Project's procurement. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the ITB for the Project.

1. Required Disclosure of Conflicts

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present, or planned interest(s) of the bidder's team (including the bidder, proposed consultants and proposed subcontractors, and their respective chief executives, directors, and other key personnel for the Project) which may result, or could be viewed as, an organizational conflict of interest in connection with this ITB.

Bidder shall disclose (a) any current contractual relationships with ABI, IA, or the City of Atlanta (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, IA, or the City of Atlanta, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI or IA board member, officer, employee, and City of Atlanta elected or appointed official, officer or employee, or any ABI or IA board member, if bidder is awarded the Contract. Bidder shall also disclose matters such as ownership of 10% or more of the stock of, or having directors in common with, any of the individuals or entities involved in preparing the RFP. Bidder shall also disclose contractual relationships (i.e. joint ventures) with any of the individuals or entities involved in preparing the RFP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or sub-consultant) to bidder or a member of bidder's team. The foregoing is provided by way of example, and shall not constitute a limitation on the disclosure obligations.

2. Explanation

In the space provided below, and on supplemental sheets as necessary, identify steps the bidder or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.

_____

_____

_____

3. Certification

The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Certification of No Organizational Conflict of Interest, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my bid is subject to disqualification and/or my contract is subject to termination. I also understand that if ABI determines that an organizational conflict exists, my bid is subject to disqualification and/or my contract is subject to termination.

Signature _____

Name _____

(type or print)

Title _____

Company Name _____

Date_____ _____, 202___

FOR OFFICIAL ABI USE ONLY:
Upon review of the response bidder submitted in this certification, it is my determination that an Organizational conflict ____ does / _____ does not exist.

_____ _____
Vice President & General Counsel **Date**
Atlanta Beltline, Inc.

EXHIBIT "G"
S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)
ATLANTA BELTLINE, INC. AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

(Do not Complete, Part 2 - Assessment only for selected firm upon ABI request)

By executing this affidavit under oath, as an applicant for a services contract with Atlanta Beltline, Inc., or other public benefit as provided by O.C.G.A. §50-36-1, and determined by the Attorney General of Georgia in accordance therewith, I verify one of the following with respect to my application for a public benefit from Atlanta Beltline, Inc.:

1) _____I am a United States Citizen.

2) _____I am a legal permanent resident 18 years of age or older.

3) _____I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: _____.

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document as required by O.C.G.A. §50-36-1(e)(1) with this Affidavit.

FOR SECURITY PURPOSES, DO NOT SUBMIT ANY FORM OF PERSONAL IDENTIFICATION WITH YOUR PROPOSAL.

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, and face criminal penalties as allowed by such criminal statute.

Executed in _____ (city), _____ (state).

_____ _____
Signature of Applicant Date:

_____
Printed Name of Applicant:

Sworn to and subscribed before me
This ____ day of _____, 202__

_____
Notary Public

My commission expires: _____[NOTARY SEAL]

EXHIBIT "H"
CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Contractor

_____
Name of Project

_____
Name of Public Employer

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

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

By:_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before m on this the
_____ day of _____, 20 ___.

_____
NOTARY PUBLIC

My Commission Expires: _____
[NOTARY SEAL]

EXHIBIT "I"
SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Subcontractor

_____
Name of Project

_____
Name of Public Employer

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

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

By: _____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
_____ day of _____, 20 ___.

_____
NOTARY PUBLIC
My Commission Expires: _____[NOTARY SEAL]

EXHIBIT "J"
SUB-SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91

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

_____
Federal Work Authorization User Identification Number

_____
Date of Authorization

_____
Name of Sub-subcontractor

_____
Name of Project

_____
Name of Public Employer

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

Executed on _____ ___, 20__ in _____ (city), _____(state).
By:_____
Signature of Authorized Officer or Agent

_____
Printed Name and Title of Authorized Officer or Agent
Subscribed and Sworn before me on this the
_____ day of _____, 20 ___.

_____
NOTARY PUBLIC
My Commission Expires: _____
[NOTARY SEAL]

EXHIBIT "K"
BIDDER CERTIFICATION FORM

I,_____(name of Bidder), being duly sworn, state that I am _____(title) of_____(business entity) and hereby duly certify that I have read and understand the information presented in the attached Invitation to Bid (ITB) and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the ITB is full, complete, and truthful.

I further certify that the bidder and any principal employee of the bidder has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the bidder has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the bidder is not now under any notice of intent to default on any such contract.

I further certify that the bidder has not, in the immediately preceding five (5) years, been debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, nor has the bidder been suspended, debarred, or otherwise excluded from or deemed ineligible for participation in any state or local government procurement opportunity, or from any non-governmental procurement, nor has the bidder been notified that suspension, debarment, exclusion or ineligibility is pending.

I acknowledge, agree, and authorize and certify that the Offeror acknowledges, agrees, and authorizes, that ABI may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the and that ABI may contact any individual or entity named in the response to the procurement and any other documents deemed responsive for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the response to the ITB is submitted for the express purpose of inducing ABI to award a contract.

A material false statement or omission made in conjunction with this bid is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this bid thereby precluding the firm from doing business with, or performing work for, ABI. In addition, such false statement or omission may subject the person and entity making the bid to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C §§1001 or 1341.

_____ _____

Printed Name Signature

Sworn to and subscribed before me this____day of__, 202___.

_____ My commission expires: _____

NOTARY PUBLIC [NOTARY SEAL]

EXHIBIT "L"
AFFIDAVIT OF NON-COLLUSION

Project: **RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL**

STATE OF _____

COUNTY OF _____

_____
being first duly sworn, deposes and says that he/she is

_____
(sole owner, partner, president, secretary, etc.)

the party making the foregoing proposal or bid; that such bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with an bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by Agreement or collusion, or communication, or conference, with any person to fix the bid price of affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or of that of any other bidder, or to secure an advantage against ABI or any other person interested in the proposed Contract; and that all statements contained in said bid are true.

_____
(Affiant)

Subscribed and Sworn to before me this _____Day of _____ 202_

_____
(Notary Public in and for)

_____
(County)

My Commission expires _____, 202_
[NOTARY SEAL]

EXHIBIT "M"
BIDDER'S AFFIDAVIT

Project Name: **RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL**

STATE OF _____

COUNTY OF _____

_____

being first duly sworn, deposes and says that he/she resides at

_____

that he/she is the

_____
(Title)

_____
(Name of Bidder)

who signed the above bid form, that he was duly authorized to sign and that the bid is the true offer of the bidder, that the seal attached is the seal of the bidder and that all the declarations and statements contained in the bid are true to the best of his knowledge and belief.

_____
(Affiant)

Subscribed and Sworn to before me this _____Day of _____ 202_

_____
(Notary Public in and for)

_____
(County)

My Commission expires _____, 202_
[NOTARY SEAL]

EXHIBIT "N"
BIDDER/CONTRACTOR'S DISCLOSURE AND QUESTIONNAIRE FORM

Please provide the names and business addresses of each of the bidder/contractor's officers, directors, affiliates and other employees, agents or representatives of the business entity responding to this ITB – **RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL**

1. For purposes of this form, the term "affiliate" of any bidder/contractor shall mean any person or entity which directly or indirectly controls or is controlled by or is under common control with such bidder/contractor. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through ownership of voting securities, by entreat, or otherwise.

   Describe accurately, fully and completely, their respective relationships with said bidder/contractor, including their ownership interests and their anticipated role in the management and operations of said bidder/contractor.

2. Please describe the general development of said bidder/contractor's business during the past five (5) years, or such shorter period of time that said bidder/contractor has been in business.

3. Please state whether any of the following events have occurred in the last five (5) years with respect to said bidder/contractor. If any answer is yes, explain fully the following:

   (a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said bidder/contractor, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said bidder/contractor:

   (b) Whether bidder/contractor was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said bidder/contractor from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

   (c) Whether said bidder/contractor's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said bidder/contractor which directly arose from activities conducted by business unit or corporate division of said bidder/contractor which submitted a bid or proposal for the subject project, if so please explain.

4. Please state whether any employee, agent or representative of said bidder/contractor who is or will be directly involved in the subject project has or had within the last five (5) years; (i) directly or indirectly had a business relationship with the City of Atlanta (City), ABI, or IA (ii) directly or indirectly received revenues from the City, IA or ABI or (iii) directly or indirectly receives revenues from the result of conduction business on City property or pursuant to any contract with the City, IA or ABI. Please describe any such relationship.

5. Please state whether any employee, agent or representative of said bidder/contractor who is or will be directly involved in the subject project has or had within the last five (5) years a direct or indirect business relationship (to the best of your knowledge and belief) with any elected or appointed City official or with any City, IA or ABI employee, and fully describe such business relationship.

6. Please provide most current audited financial reports and latest interim "unaudited" financial statement for evaluation of financial capability.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said bidder/contractor's most recent filings with the Securities and Exchange Commission (SEC) may be provided if they are responsive to certain items within the questionnaire). However, for purposes of clarity, bidder/contractor should correlate its responses with the exhibits and appendices by identifying the exhibit and/or appendix its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by ABI. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this Project. Disclosure is required for bidder/contractors, joint venture partners and first-tier sub-contractors and/or sub-consultants.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by ABI can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty or perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 202___

(Legal Name of Bidder/Contractor) _____

_____
(Signature of Authorized Representative)

_____
(Name)

_____
(Title)

_____
(Date)

Sworn to and subscribed before me,

This _____ day of _____, 202___

_____
(Notary Public) (Seal)

Commission Expires_____ (Date)

EXHIBIT "O"
STATEMENT OF BIDDER'S QUALIFICATIONS

RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

This Statement is to accompany bids submitted for the Project identified above.

Bidders must meet the minimum qualification criteria set forth under Sections 5, 7, 8, 9, 10 and 11 of this Statement, must provide the organization chart as set forth under item 6 of this section and must complete the project experience forms for qualifying projects to be deemed a "Responsive and Responsible Bidder."

1. NAME OF BIDDER:_____

2. BUSINESS ADDRESS: _____

_____

3. TELEPHONE NUMBER: _____

4. OFFICIAL REPRESENTATIVE AND TITLE: _____

_____

5. Using the forms provided in this section, list previously completed or current projects which are similar in scope and complexity to this Project which were competed or assigned to your business entity or joint venture, including name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (if a joint venture or subcontractor that will be awarded a portion of the work exceeding 10% of the total bid amount, list separately for each joint venture partner or subcontractor.).

    a. Bidders must have successfully completed at least two contracts involving construction of utility systems which include major storm sewer construction, utility relocations/connection to active sewer systems, pavement/concrete demolition, and grading.

    b. Bidders must have successfully completed at least one contract involving construction of passive park components which include numerous retaining walls with architectural finishes, concrete pavement with architectural finishes, landscaping, water features including multiple fountains and recirculation systems, installation of mechanical equipment, and electrical equipment.

6. Using the forms provided in this Section, provide information for key project personnel, project manager, project superintendent, estimator, project engineer, safety engineer and QA/QC manager.

7. The bidder must have an established safety program that as a minimum includes those items as listed on the attachment entitled "CONTRACTOR SAFETY PROGRAM."

8. The bidder's workers' rating (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years.

9. The bidder's OSHA Incidence Rates must not exceed the industry standard published by the US Department of Labor.

a. Bidder's Recordable Incidence Rates: _____
b. Bidder's Lost Time Incidence Rates: _____

10. If there have been any fatalities during the last five (5) years on any projects performed by the contractor or on any work performed under the direct supervision of a proposed Project Manager and the contractor or proposed Project Manager was cited by OSHA for "Willful" Violation, in performing the work in which the fatality occurred, the Contractor will be disqualified based on the Atlanta Beltline Inc.'s review. The contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan.

    a. Fatalities during the last five (5) years where contractor was cited by OSHA for "Willful" Violation: _____
    b. Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for "Willful" Violation: _____

11. If there have been any repeat OSHA (state and federal) violations during the last five (5) years on any projects performed by the contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager, the Contractor may be disqualified based on ABI's review.

12. If there have been incidents during the last five (5) years on any projects performed by the contractor or on any work performed under the direct supervision of a proposed Project Manager that resulted in the wastewater or water treatment facility failing to meet NPDES Discharge Permit Requirements due to the actions of the contractor or Project Manager or failure of the contractor or Project Manager to perform work on schedule, then the contractor will be disqualified based on ABI's review.

The previous statements and attachments are true, correct and complete to the best of my knowledge.

Date: _____

Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me

this ____ day of _____, 202_

_____
Notary Public

My commission expires: _____
[NOTARY SEAL]

STATEMENT OF BIDDER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE
(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Executive	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	$
Final Contract Amount	$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT KEY STAFF EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Executive	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	$
Final Contract Amount	$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT SUPERINTENDENT'S EXPERIENCE
(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	$
Final Contract Amount	$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT MANAGER'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owners Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	$
Final Contract Amount	$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

CONTRACTOR SAFETY PROGRAM

A.	*Do you have a written Safety Program?* (If yes, attach outline; if no, attach explanation)	□ Yes	□ No
B.	*Which of the following does your Safety Program Contain?*	□ Yes	□ No
-	1. Health and safety training of its subcontractors?	□ Yes	□ No
-	2. Documentation of Health and safety training required?	□ Yes	□ No
-	3. Hazard communication Program? (29 CFR 1910.1200, CCR Title 8 Section 5194)	□ Yes	□ No
-	4. Confined Space Entry and Rescue Program?	□ Yes	□ No
-	(29 CFR1910.146, CCR Title 8 Section 5156-5159)		
-	(If yes, attach explanation)		
-	5. "Hot Work" permit program?	□ Yes	□ No
-	(29 CFR 1910.146, CCR Title 8 Section 5156-5159)		
-	(If yes, attach explanation)		
-	6. Lock-Out/Tag-Out program?	□ Yes	□ No
-	(29 CFR 1910.417)		
-	(If yes, attach explanation)		
C.	*Equipment Maintenance Program for the following*:	□ Yes	□ No
-	1. Miscellaneous construction tools and equipment	□ Yes	□ No
-	2. Ladders	□ Yes	□ No
-	3. Scaffolds	□ Yes	□ No
-	4. Heavy Equipment	□ Yes	□ No
-	5. Vehicles	□ Yes	□ No
D.	*Do you have a new employee safety orientation program?*	□ Yes	□ No
-	If yes, does it include the following:		
-	1. Company Safety Policy	□ Yes	□ No
-	2. Company Safety Rules	□ Yes	□ No
-	3. Safety Meeting Attendance	□ Yes	□ No
-	4. Company Safety Record	□ Yes	□ No
-	5. Hazard Recognition	□ Yes	□ No
-	6. Hazard Reporting	□ Yes	□ No
-	7. Injury Reporting	□ Yes	□ No
-	8. Non-Injury Accident Reporting	□ Yes	□ No
-	9. Personal Protective Equipment	□ Yes	□ No
-	10. Respiratory Protection	□ Yes	□ No
-	11. Fire Protection	□ Yes	□ No
-	12. Housekeeping	□ Yes	□ No
-	13. Toxic Substance	□ Yes	□ No
-	14. Electrical Safety	□ Yes	□ No
-	15. Fall Protection	□ Yes	□ No
-	16. First Aid/CPR	□ Yes	□ No
-	17. Driving Safety	□ Yes	□ No
-	18. Hearing conservation	□ Yes	□ No
-	19. Lock-out/Tag-out	□ Yes	□ No

-	20. Blood-borne Pathogens	□ Yes	□ No
-	20. Asbestos	□ Yes	□ No
-	21. Confined Spaces	□ Yes	□ No
-	22. Hazard communication	□ Yes	□ No
E.	*Do you conduct Safety Meetings for your employees?*	□ Yes	□ No
-	If yes, how often:		
-	Daily ___ Weekly ___ Bi-Weekly___ Monthly ___ As needed ___		
F.	*Do you conduct health and safety audits of work in progress?*	□ Yes	□ No
-	If yes, who conducts audits?		
-	_____		
-	How often are the audits conducted?		
-	_____		
G.	*Do you notify all employees of accidents and precautions related to accidents and near misses?*	□ Yes	□ No
-	If yes, how is this notification accomplished?		
-	1. Safety Meetings	□ Yes	□ No
-	2. Post notification in office	□ Yes	□ No
-	3. Post notification at the site where incident occurred	□ Yes	□ No
-	4. Other _____	□ Yes	□ No
H.	*Is Safety a criterion in evaluating the performance of:*		
-	1. Employees	□ Yes	□ No
-	2. Supervisors	□ Yes	□ No
-	3. Management	□ Yes	□ No
I.	*Does your firm hold "tailgate" safety meetings?*	□ Yes	□ No
-	If yes, how often:		
-	Daily ___ Weekly ___ Bi-Weekly___ Monthly ___ As needed ___		
J.	*Does your company have a drug and alcohol testing policy?*	□ Yes	□ No
K.	*Does your company require that subcontractors participate in a drug surveillance/testing program?*	□ Yes	□ No
L.	*Does your company have a method of disseminating safety information?*	□ Yes	□ No
-	If yes, how is information disseminated to employees?		
-	1. Safety Meetings	□ Yes	□ No
-	2. Post notification in office	□ Yes	□ No
-	3. Post notification at the site where incident occurred	□ Yes	□ No
-	4. Other _____	□ Yes	□ No

EXHIBIT "P"
INSURANCE REQUIREMENTS

RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

Insurance. In conjunction with the execution of this Agreement, Contractor shall provide evidence of worker's compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Contractor and Contractor's principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Contractor shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

a) Statutory Worker's Compensation Insurance including waiver of subrogation in favor of Atlanta Beltline, Inc.
b) Commercial General Liability Insurance
1. $2,000,000 limit of liability per occurrence for bodily injury and property damage and $4,000,000 in the aggregate;
2. The following additional coverage must apply:
A. 2013 or later ISO Commercial General Liability Form.
B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).
C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.
D. Blanket Contractual Liability (included in 1986 or later forms).
E. Broad Form Property Damage (included in 1986 or later forms).
F. Severability of Interest (included in 1986 or later forms).
G. Underground, explosion, and collapse coverage (included in 1986 or later form).
H. Personal Injury (deleting both contractual and employee exclusions).
I. Incidental Medical Malpractice.
J. Sudden and Accidental Pollution Coverage (see below for specific requirements).
K. Waiver of Subrogation in favor of Atlanta Beltline, Inc.
L. Primary and Non-Contributory wording.
c) Automobile Liability Insurance
   1. $1,000,000 combined single limit of liability per accident for bodily injury and property damage.
   2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.
   3. Additional Insured Endorsement
   4. Waiver of Subrogation Endorsement
d) Professional Liability Insurance with limits of $2,000,000 per claim and $4,000,000 in the aggregate.
e) Pollution Liability Insurance with limits of $2,000,000 per loss and $2,000,000 in the annual aggregate with coverage for:
   1. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
   2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
   3. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
   4. For losses caused by pollution conditions that arise from the operations of the Contractor described under the scope of services of this contract.
   5. Contractor agrees to name ABI, IA, and the City as additional insureds and to furnish insurance certificates showing the Contractor's compliance with this section. The contractor also agrees

to notify ABI thirty days in advance of any cancellation or change to insurance coverages shown on the certificate.

f) Pollution Legal Liability Insurance for Hazardous Waste Disposal Facilities with limits of $2,000,000 per loss and $2,000,000 in the annual aggregate with coverage.

1. If the scope of services in this contract requires the disposal of any hazardous materials or construction and demolition (C&D) wastes off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for:

A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

B. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

C. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

D. For losses that arise from the insured facility that is accepting the waste under this contract.

E. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in BODILY INJURY or PROPERTY DAMAGE.

F. Contractor shall be responsible for obtaining proof of the coverage described in this Section 8(f) from the site disposal operator and for providing a copy of the same to ABI.

g) Contractual Liability, subject to Policy Term, Conditions and Exclusions.

h) Insurance company must be authorized to do business in the State of Georgia.

i) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta Beltline, Inc., the City of Atlanta, and Invest Atlanta.

j) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).

k) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A- VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractors' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

l) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

m) Contractor shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Contractor will be primary over any insurance program carried by ABI.

n) Contractor shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Contractor and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate contractors, and subcontractors.

o) Contractor waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Contractor.

p) Contractor shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all bidder/contractors. To the extent permitted by applicable law, ABI reserves the right to adjust or waive any insurance or bonding requirements contained in this section and applicable to the Agreement.

1. Evidence of Insurance Required Before Work Begins

No work under this Agreement may be commenced until all insurance and bonding requirements contained in this section, or required by applicable law, have been complied with and evidence of such compliance satisfactory to ABI as to form and content has been filed with ABI. Bidder/Contractor must provide ABI with a Certificate of Insurance that clearly and unconditionally indicates that bidder/contractor has complied with all insurance and bonding requirements set forth in this section and applicable to the Agreement. In accordance with the solicitation documents applicable to the Agreement at the time bidder/contractor submits to ABI its executed Agreement, bidder/contractor must satisfy all insurance and bonding requirements required by this section and applicable law and provide the required written documentation to ABI evidencing such compliance. In the event that bidder/contractor does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, ABI may, in addition to any other rights ABI may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any bid security provided by bidder/contractor.

2. Minimum Financial Security Requirements

All companies providing insurance required by this section must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide – Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to ABI certifying that all insurance and bonding requirements set forth in this section and applicable to the Agreement have been unconditionally satisfied.

For all Agreements, regardless of size, companies providing insurance or bonds under the Agreement must meet the following requirements:

i. Best's Rating not less than A-1;
ii. Best's Financial Size Category not less than Class IX;
iii. Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
iv. All bid, performance and payment bonds must be underwritten by U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to ABI, ABI will notify bidder/contractor in writing. Bidder/Contractor must promptly obtain a new policy or bond issued by an insurer acceptable to ABI and submits to ABI evidence of its compliance with these conditions.

Bidder/Contractor's failure to comply with all insurance and bonding requirements set forth in this section and applicable to the Agreement will not relieve bidder/contractor's obligations to comply with all insurance and bonding requirements set forth in this section and applicable to the Agreement will not be construed to conflict with or limit bidder/contractor's indemnification obligations under the Agreement.

Insurance and Bond Required for Duration of Contract

All insurance and bonds required by this section must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of ABI.

3. Notices of Cancellation & Renewal

Bidder/Contractor must submit, within 2 business days of receipt, forward to ABI, at the address listed below by mail, hand-delivery or facsimile transmission, all notices received from all insurance carriers providing insurance coverage under this Agreement and section that concern the proposed cancellation, or termination of coverage of any insurance policies. All notices under this provision shall be sent to:

Atlanta Beltline, Inc.
Attention: Vice President & General Counsel
100 Peachtree Street NW, Suite 2300
Atlanta, Georgia 30303

Confirmation of any mailed notices must be evidence by return receipts or registered or certified mail.

Bidder/Contractor shall provide ABI with evidence of required insurance prior to the commencement of this Agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates. Bidder/Contractor shall include the name of the Project with all insurance notices submitted to ABI as required herein.

4. Certificate Holder

Atlanta Beltline, Inc. must be named as certificate holder. All notices may be mailed to the Vice President and General Counsel at the address below, and must include the Project name:

Atlanta Beltline, Inc.
Vice President & General Counsel
100 Peachtree Street NW, Suite 2300
Atlanta, Georgia 30303

5. Additional Insured Endorsements

ABI, Invest Atlanta (IA) and the City of Atlanta (COA) must be covered as additional insured under all insurance (except worker's compensation) required by this section and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any certificate of insurance provided by bidder/contractor as evidence of its compliance with this section.

Bidder/Contractor must also submit to ABI an additional insured endorsement evidencing the rights of ABI, IA, and the COA as an additional insured for each policy of insurance under which it is required to be an additional insured pursuant to this section. ABI, IA and the City of Atlanta shall not have liability for any premiums charged for such coverage.

A. Workers' Compensation and Employer's Liability Insurance

Bidder/Contractor must procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

Worker's Compensation/Employer's Liability ……. Statutory
Bodily Injury by Accident/Disease $1,000,000 each accident
Bodily Injury by Accident/Disease $1,000,000 each employee
Bodily Injury by Accident/Disease $1,000,000 policy limit

B. Commercial General Liability Insurance

Bidder/Contractor must procure and maintain Commercial General Liability Insurance in an amount not less than **$2,000,000 per occurrence subject to a $4,000,000 general aggregate per project.** The following indicated extensions of coverage must be provided:

[X] Contractual Liability
[X] Broad Form Property Damage
[X] Personal Injury
[X] Advertising Injury
[X] Fire Legal Liability
[X] Medical Expense
[X] Premises Operations
[X] Independent Contractors/Subcontractors
[X] Products – Completed Operations
[X] Additional Insured Endorsement (written on primary, non-contributing basis)
[X] Sudden and accidental pollution coverage

C. Commercial Automobile Liability Insurance

Bidder/Contractor must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000 Bodily Injury and Property Damaged combined single limit**. The following indicated extensions of coverage must be provided:

[X] Owned, Non-owned & Hired Vehicles
[X] Additional Insured Endorsement (written on primary, non-contributing basis)
[X] Waiver of Subrogation in favor of ABI

If bidder/contractor does not own any automobiles in the corporate name, hired and non-owned vehicles coverage will apply and must be endorsed on either bidder/contractor's personal automobile policy or the Commercial General Liability coverage required under this section.

D. Contractor's Pollution Liability

Bidder/Contractor shall procure and maintain Pollution Liability Insurance in the amount of $**2,000,000 per loss and $2,000,000 annual aggregate**. Such Pollution Liability Insurance shall include coverage for:

1. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;

4. For losses caused by pollution conditions that arise from the operations of the contractor described under the scope of services of this contract.

5. Contractor agrees to name ABI, IA, and the City as additional insureds, and to furnish insurance certificates showing the contractor's compliance with this section. The Contractor also agrees to notify ABI thirty days in advance of any cancellation or change to insurance coverages shown on the certificate.

E. Pollution Legal Liability Insurance – For Disposal Site Operator

If the scope of services in the Contract requires the disposal of any hazardous materials or construction and demolition (C&D) wastes off the job site, Bidder shall ensure that the disposal site operator furnish a certificate of insurance for Pollution Legal Liability with coverage for the following and provide proof of the same to ABI:

1. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;

2. Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;

3. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages.

4. The requirements above shall be for losses that arise from the insured facility that is accepting the waste under this contract.

5. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in bodily injury or property damage.

F. Performance and Payment Bond

The bidder/contractor shall furnish a Payment Bond and Performance Bond to ABI in an amount equal to **100 percent** of the contract amount.

The person executing the Bonds on behalf of the surety shall file with the bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of said surety.

BIDDER'S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the above "Insurance & Bonding Requirements" and all documents referred to therein. This signed form must accompany the completed Bid Form submitted at the time of bid.

Signature:_____Date:_____
(President, Vice President or Corporate Officer)

Printed Name: _____Title:_____

Attested by: _____Date:_____
(Secretary of Corporation)

Printed Name _____Title:_____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name:_____

Address:_____

City:_____State:_____Zip:_____

Telephone Number:_____

Email:_____

EXHIBIT "Q"
SUBCONTRACTOR/SUBCONSULTANT DBE PARTICIPATION CERTIFICATION

Please attach copies of subcontractor/subconsultant's certification.

EXHIBIT "R"
GOOD FAITH EFFORT AFFIDAVIT

DBE Participation Policy

The ABI DBE Participation Policy establishes subcontracting goals for all prospective bidders (ITB), offerors (RFP), and respondents (RFQ) to ensure a reasonable degree of DBE participation in ABI contracts. It is the goal of ABI that a certain percentage of work under each contract be executed by one or more DBEs.

The Successful Bidder shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include DBEs in subcontracting opportunities. The successful Bidder who fails to adequately document good faith efforts to subcontract or purchase significant material supplies from DBEs may be denied award of the Contract by ABI based on the contractor's failure to be a "responsive" respondent, offeror or bidder.

The successful Bidder shall provide ABI with a completed copy of all forms required by the DBE Participation policy. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my submission or proposal may be deemed "non-responsive" and I may be denied award of the contract.

By signing below, I agree to provide ABI with a completed copy of all forms required by the DBE Participation policy. I understand that if I fail to provide all of the required documents within five (5) business days after notification, my submission or proposal may be deemed "non-responsive" and I may be denied award of the contract.

Procurement title: _____

Date _____

Name of Company _____

_____ _____
Printed Name of Certifying Official of Company Title

GOOD FAITH EFFORT ASSESSMENT

Contractor Name:

_____

Date: _____

Contractor Address:

_____

Contract Name:

_____

Criteria to be used to determine contractor's good faith effort in achieving the Agency's DBE goals.	*Meets Criteria please circle*	
1. Attended any pre-solicitation or pre-bid meetings.	***Yes***	***No***

Comments:

2. Advertised contracting opportunities.	***Yes***	***No***

Comments:

3. Written notice to a reasonable number of specific DBEs.	***Yes***	***No***

Comments:

4. Followed up with interested firms.	***Yes***	***No***

Comments:

5. Selected portions of work to be done by DBEs.	***Yes***	***No***

Comments:

6. Provided adequate information about requirements.	*Yes*	*No*

Comments:

7. Negotiated in good faith with interested DBEs.	*Yes*	*No*

Comments:

8. Used the services of available organizations with knowledge of DBE firms.	*Yes*	*No*

Comments:

_____

Contractor's Authorized Signature and Date

The foregoing assessment from _____ contractor/supplier has made/not made (please circle) a good faith effort for this contract.

Signature and Date:

_____

DBE Policy Manager

Signature and Date:

_____

Procurement Officer

EXHIBIT "S"
ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the (the "Code") to which employees of the Atlanta Beltline, Inc. ("ABI") are held accountable. The Code is not intended to serve as a comprehensive rulebook but, rather, as a guide to help an individual make the ethical choice. Each employee should use good business judgment in his or her actions to prevent ethical issues.

The purpose of the Code is to protect ABI by prohibiting any employee of ABI from engaging in activities that would hinder the integrity of the organization. The Code establishes the highest standards of honesty and independence. It recognizes that each employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each officer of ABI shall comply with the ethical statutes, rules and regulations of the State of Georgia (O.C.G.A. § 21-5-1 and § 45-10-1) and the City of Atlanta (Code § 2-801 et seq.)

Definitions

- **Celebration: closing dinners and program celebrations, ribbon cuttings, grand openings, etc.**
- **City: the City of Atlanta**
- **Code: this Code of Ethics for the Atlanta Beltline, Inc.**
- **Contractors: all persons and entities that furnish products and/or services to ABI under an agreement**
- **Covered Persons: ABI's board members, officers, and employees, both full and part-time**
- **Ethics Officer: the General Counsel of the Atlanta Beltline, Inc.**
- **Family Member: a Covered Person's spouse, father, mother, son, daughter, brother, sister, father-in-law, mother-in-law, son-in-law, daughter- in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, domestic partner or a person living in a stable family relationship with any employee. It also includes members of a Covered Person's household, whether they are related to the Covered Person.**
- **State: the State of Georgia**

General

CODE OF ETHICS AND CONFLICT OF INTEREST

The following is the Code of Ethics (the "Code") to which employees of the Atlanta Beltline, Inc. ("ABI") are held accountable. The Code is not intended to serve as a comprehensive rulebook but, rather, as a guide to help an individual make the ethical choice. Each employee should use good business judgment in his/her/their actions to prevent ethical issues.

The purpose of the Code is to protect ABI by prohibiting any employee of ABI from engaging in activities that would hinder the integrity of the organization. The Code establishes the highest standards of honesty and independence. It recognizes that each employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each officer of ABI shall comply with the ethical statutes, rules and regulations of the State of Georgia (O.C.G.A. § 21-5-1 and § 45-10-1) and the City of Atlanta (Code § 2-801 et seq.)

It is essential to the proper operation of ABI that Covered Persons be independent, impartial, and, at all times, act to avoid conflict of interest, impropriety or the appearance of impropriety when acting for or on behalf of ABI.

All actions taken and programs administered by ABI shall be transparent to the general public and adhere to established processes and procedures.

Fiduciary Duty

As a fiduciary of ABI, every Covered Person shall exercise good faith when acting on behalf of ABI. Covered Persons owe a duty to ABI to advance ABI's legitimate interests when the opportunity to do so arises. Covered Persons should avoid situations that influence their ability to act solely in the best interests of ABI or interfere with their objectivity.

Conflicting Interest

A Covered Person is deemed to have a conflicting interest in a decision or action if a Covered Person or a Family Member has a personal or financial interest in that decision or action. A personal interest is any interest arising from relationships with Family, business, partnership, or corporate associations. A financial interest is one which shall yield, directly or indirectly, a monetary or other benefit to the Covered Person or Family Member.

Participation in ABI Programs

Covered Persons and Family Members are prohibited from participating in any program of ABI for which the Covered Person has a direct responsibility, oversight, audit or decision-making authority. To the extent a Covered Person is permitted to participate in a program of ABI, ABI will not grant a discount, waive fees or make adjustments from established market rates.

Participation in Celebrations

Covered Persons are allowed to participate in Celebrations where ABI has contributed to the matter being celebrated and participants are customarily invited to attend the Celebration.

Requirement to Disclose

Covered Persons are required to disclose any personal or financial interest and any situations that would reasonably give rise to a conflict of interest. This disclosure must be made in writing prior to participating in any decision or action, unless the disclosure occurs in a public meeting where there is a public record.

A Covered Person shall not vote for or against, discuss, decide, remain present in a meeting during a discussion or otherwise participate in a matter in which the Covered Person has a conflicting personal or financial interest except by express approval of the Ethics Officer.

Improper Influence

No Covered Person shall attempt to use his/her/their position to influence any ABI decision or action relating to an organization, entity or activity in which the Covered Person knows or has reason to know that the Covered Person or a Family Member has a personal or financial interest.

Corporate Opportunity

Covered Persons are prohibited from personally taking opportunities that are discovered through their position with ABI, using ABI's property or information for personal gain, or personally competing with ABI for business opportunities.

Confidential Information

No Covered Person shall disclose confidential information regarding the property, operations, policies, or affairs of ABI, except when authorized or required to do so by state or federal law, court order, or lawful subpoena. No Covered Person shall use confidential information acquired in an official capacity to advance the financial or personal interest of the Covered Person where such interest would conflict with the legitimate interests of ABI.

Employee-Related Matters

Business Gifts

Employees must avoid situations that compromise, or even appear to compromise, ABI's ability to make objective and fair business decisions. Thus, ABI employees are not allowed to accept any gifts or entertainment from any Contractor or potential business vendor.

Employees of ABI may not accept travel and lodging from persons or organizations without the approval of the Ethics Officer and the President and CEO.

Discounts

Discounts on any tickets for admission or other right of entry to any entertainment event shall only be permitted if the discounts are made available to all employees.

Honoraria for Speeches & Articles

Honoraria opportunities for employees of ABI must be conducted on the person's own time; not conflict with the person's responsibilities to ABI; and the Ethics Officer must approve of the opportunity in writing. Honoraria for speeches or articles prepared on behalf of ABI should be declined or remitted to ABI.

No Inducement for Contract or Rates

ABI will not make payments to or receive payments from any party to induce the award of a contract or the extension of favorable rates. These types of payments are deemed to be bribes and may subject the violator to criminal sanctions.

Code of Violations

Ethics Officer

The General Counsel of ABI shall serve as the Ethics Officer. Any violation of this Code must be reported immediately to the General Counsel. The duties of the Ethics Officer shall include:

Reporting Violations

Covered Persons should promptly report any information indicating that another Covered Person is engaged in or plans to engage in prohibited conduct, a person or entity associated with ABI is engaged in or plans to engage in prohibited conduct, or that a Covered Person has been instructed, directed, or requested to engage in prohibited conduct.

If a Covered Person has concerns regarding any ethics or compliance issue, immediately contact the Ethics Officer at (404) 477-3690. All reports regarding an alleged violation or ethics matter will be reviewed and investigated in a timely manner. The Ethics Officer may share ethical matters with the President and CEO and the Executive Team of ABI. The Ethics Officer and President and CEO may consult with outside

counsel, as necessary, to address ethics issues and concerns. Any concern regarding conduct of the Ethics Officer should be reported to the President and CEO of ABI. Neither ABI nor any Covered Persons will retaliate against employees who, in good faith, report any alleged violation or ethics matter.

Investigations and Hearings

The Ethics Officer shall conduct a preliminary investigation of any alleged violation. If the Ethics Officer determines there is probable cause to believe that there is a violation, then the Ethics Officer will recommend action in a written report to the members of the Executive Team, which shall include the COO and the CFO.

If the Executive Team also finds there to be probable cause supporting the complaint, then the Ethics Officer shall notify the complainant and the subject of the complaint. The Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Executive Team shall determine:

(1) whether the subject of the complaint has violated the Ethics Policy or other ABI policies and procedures and, if so (2) what disciplinary action should be taken. The Executive Team may take into consideration the recommendation from the Ethics Officer.

The Executive Team's decision shall be governed by the preponderance of the evidence standard. The decision of the Executive Team shall be presented to the President and CEO for approval. The decision of the President and CEO is final except in the event of termination of an employee for violation of this Ethics Policy and/or other ABI policies and procedures.

In the event that the President and CEO recommends termination of an employee for violation of the Ethics Policy and/or other ABI policies and procedures, the employee may appeal said action to the Board of Directors. The appeal will not be a full evidentiary hearing before the Board of Directors, only a review of the process and the disciplinary action. The decision of the Board of Directors shall be final.

Violence in the Workplace

Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve an employee or affect the reputation of ABI, and which occur against ABI, employees, partners, customers or client property, will not be tolerated. Violation of this policy will subject the employee to disciplinary action up to and including termination.

Gun Free Workplace

ABI prohibits guns being brought on office premises or to any meeting with a client or public group to avoid any liability arising from the misuse of any weapon while in the corporate office or engaged in ABI business.

EXHIBIT "T"
BIDDER'S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the "Instructions to Bidder's Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

Signature: _____ Date:_____
(President, Vice President or Corporate Officer)

Printed Name:_____ Title:_____

Attested by:_____ Date:_____
(Secretary of Corporation)

Printed Name_____ Title:_____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name:_____

Address:_____

City:_____State:_____Zip:_____

Telephone Number:_____

Email:_____

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT "U"
COMMUNITY ENGAGEMENT AGREEMENT

I hereby acknowledge that _____(bidding company) is responsible for attending all community engagement meetings for this project and participating in the question and answer sessions. Additional requirements may be requested such as jobsite photographs in advance of the meetings and we shall provide additional resources if requested.

Signature: _____ Date:_____
(President, Vice President or Corporate Officer)

Printed Name:_____ Title:_____

EXHIBIT "V"
BID SUBMITTAL CHECKLIST

Project: **Restoration of Proctor Creek at 425 Chappell**

The following submittals shall be reviewed, completed, and submitted with each bid as indicated in the checklist below. Complete all required submittal documents and sign and/or notarize as appropriate. The checklist is a guide and may not be inclusive of all forms. It is the bidder's responsibility to submit a responsive and responsible bid in accordance with all requirements as it pertains to this Project.

Item Number	Items in this section are not required for submittal. *The following exhibits are read-only and do not need to be included with the submittal documents. Please indicate a checkmark to confirm you read the documents.*	Check (√)
	Invitation to Bid (Read only. Do not submit with bid.)	
Section A	Instructions to Bidders (Read only. Do not submit with bid.)	
Section B	ABI Terms and Conditions (Read only. Do not submit with bid.)	
Section C	Appendix "A", "B" and "D" (Read only. Do not submit with bid.)	
Section C	Appendix "C" - Sample Agreement (Read only. Do not submit with bid.)	
Exhibit Z	ABI's Commitment to Economic Development For All (Read only. Do not submit with bid.)	
Exhibit S	ABI's Code of Ethics (Read only. Do not submit with bid.)	
Item Number	**STEP 1 Documents Required for Submittal (COMPLETED BY ALL BIDDING PARTIES)**	**Check (√)**
Form 1	Title Page	
Exhibit A Exhibit Y	(a) Bid Form (b) Attach Schedule of Values (SOV)	
Exhibit B	Bond Coverage Form	
Exhibit C	Bid Bond Form	
Exhibit W	Acknowledgement of Addendum (if applicable for Step 1)	
Exhibit X	Claims, Disputes, and Responsibility Form	
Exhibit V	Bid Submittal Checklist Applicable to Step 1 Required Documents for Submittal	
Item Number	**STEP 2 Documents Required for Submittal (COMPLETED ONLY BY APPARENT LOW BIDDER AFTER NOTICE)**	**Check (√)**
1	Table of Contents for bid package submission	
2	Copy of current GC License	
3	A proposed work plan and time schedule adequately addressing the scope of work	
4	Proof of the following experiences related to the execution of the scope of work described in this ITB either by the GC or any of its sub-Contractors:	
4a	Evidence of completing a minimum of three (3) similar jobs within the past ten (10) years.	
4b	Evidence that this project represents no more than 50% of the total bonding capacity of the bidder.	
License	Authorization to Transact Business in the State of Georgia (i.e., valid business license, valid Secretary of State, and other valid State of Georgia required license)	
COE	Copy of Current Certificate of Existence	
W-9	Completed W-9 Form	

	Financial Statements – Prime Contractor's most current Financial Statement and latest interim "unaudited financial statement"	
Exhibit D	Disadvantaged Business Participation (View only)	
Exhibit E	Disadvantaged Business Utilization Plan (if applicable)	
Exhibit F	Certification of No Organizational Conflict of Interest	
Exhibit G	S.A.V.E. Affidavit	
Exhibit H	Contractor's Affidavit	
Exhibit I	Subcontractor Affidavit	
Exhibit J	Sub-Subcontractor Affidavit	
Exhibit K	Bidder's Certification Form	
Exhibit L	Non-Collusion Affidavit	
Exhibit M	Bidder Affidavit	
Exhibit N	Bidder/Contractor's Disclosure	
Exhibit O	Statement of Bidder's Qualifications – Sub-Contractors	
Exhibit P	Insurance Requirements (Review)	
Exhibit Q	Sub-Contractor/Sub-Consultant Utilization and DBE Participation Certification (if applicable)	
Exhibit R	Good Faith Effort	
Exhibit T	Bidder's Acknowledgement	
Exhibit U	Community Engagement Agreement	
Exhibit V	Bid Submittal Checklist Applicable to Step 2 Required Documents for Submittal	
Exhibit W	Acknowledgement of Addendum (if applicable for Step 2)	
Exhibit AA	BABA Certification Form	
Exhibit AB	Certification Regarding Lobbying	
Exhibit AC	Debarment, Suspension and Other Responsibility Form	
Item Number	**Items in this section are not required for submittal.** *The selected firm must submit the information below during the contract phase. Please indicate a checkmark to confirm your review and agreement.*	**Check (√)**
Insurance	Insurance verification consistent with the solicitation requirements.	

Date: _____

Firm Name: _____

By: _____

Title: _____

Telephone Number: _____

FAX number: _____

Email address: _____

EXHIBIT "W"
RECEIPT OF ADDENDA

CHECK APPLICABLE BOX BELOW:

FOR FIRM(S) SUBMITTING BIDS IN STEP 1 PROCESS, IF ADDENDUM/ADDENDA POSTED
ADDENDA RECEIVED: STEP 1: _____

FOR FIRM(S), CONTACTED FOR STEP 2, IF ADDENDUM/ADDENDA POSTED
ADDENDA RECEIVED: STEP 2: _____

LIST ADDENDUM BELOW READ AND UNDERSTOOD:

Addendum No. _____ Date Received_____

Addendum No. _____ Date Received_____

Addendum No. _____ Date Received_____

Addendum No. _____ Date Received_____

Addendum No. _____ Date Received_____

Addendum No. _____ Date Received_____

Addendum No. _____ Date Received_____

If no addendum was received, write None Received:

_____

Date: _____

Signature:_____

Name:_____
(Print)

Title:_____

EXHIBIT "X"
CLAIMS, DISPUTES, AND RESPONSIBILITY DISCLOSURE FORM

Contractor Name: _____
Date: _____
Contractor Address: _____
Procurement / Contract Name: _____

This Exhibit may be appended with additional pages or documentation as necessary. Additional narrative explanation may be provided as necessary to give ABI a complete and accurate understanding of the matters below. This Exhibit seeks information to the extent known by the bidder after reasonable inquiry.

---

1. Disclosure of Claims and Disputes
Identify any and all material claims, disputes, litigation, arbitration, mediation, or other dispute-resolution proceedings involving the bidder (including subsidiaries or affiliates) or any of the bidder's subcontractors, suppliers, or vendors that have occurred within the past five (5) years or are currently pending. "Material" means information that a reasonable public owner would consider relevant to the bidder's responsibility or ability to successfully perform the work, including, without limitation, matters relating to performance, default, delay, corrective work, design responsibility, cost overruns, owner-directed actions, safety issues, or disputes affecting contract administration. "Affiliate" means an entity that directly or indirectly controls, is controlled by, or is under common control with the bidder. For each matter, identify:

- the parties involved,
- the nature of the dispute,
- the forum (if any),
- the current status, and
- the outcome or expected resolution.

Response: _____
_____
_____
_____

☐ Disclosures of Claims and Disputes Not Applicable

2. Insurance Claims
State whether the bidder (including subsidiaries or affiliates), or any of the bidder's subcontractors, suppliers, or vendors, has made any insurance claims within the past five (5) years relating to construction defects, professional negligence, performance failures, safety incidents, or similar matters.

- If so, describe the claims and their current status.

Response: _____
_____
_____
_____

☐ Insurance Claims Not Applicable

3. Pending or Anticipated Claims
State whether the bidder (including subsidiaries or affiliates), or any of the bidder's subcontractors, suppliers, or vendors, currently has any pending claims, disputes, or matters that may reasonably be expected to result in litigation, arbitration, mediation, or other formal proceedings.

- If so, describe the claims, disputes, or matters and their current status.

Response: _____
_____
_____
_____

☐ Pending or Anticipated Claims Not Applicable

4. Claims or Disputes Involving Atlanta Beltline, Inc.
State whether the bidder (including subsidiaries or affiliates), or any of the bidder's subcontractors, suppliers, or vendors, currently has or has reserved any claim, dispute, demand, or right to seek compensation, damages, or other relief against Atlanta Beltline, Inc. ("ABI"), including claims relating to:

- performance,
- default,
- delays,
- corrective work,
- design responsibility,
- cost overruns, or
- owner-directed actions.

If yes, describe each matter in detail, including its status and basis.
Response: _____
_____
_____
_____

☐ Claims or Disputes Involving Atlanta Beltline, Inc. Not Applicable

5. Certification and Acknowledgment
By submitting this form, the bidder certifies that the information provided is complete and accurate and acknowledges that:

- ABI considers disputes with ABI to be material to the bidder's responsibility and ability to successfully perform the work cooperatively, timely, and in accordance with contract requirements, with current or pending disputes generally presenting greater risk than resolved disputes;
- ABI may determine a bidder to be non-responsible based on the existence, nature, or status of such disputes, following a case-specific evaluation; and
- Failure to disclose required information may result in disqualification of the bid, rejection of the proposal, or termination of a resulting contract.

*****The bidder expressly acknowledges that the existence of any dispute with ABI, whether current, pending, or resolved, or the failure to disclose a dispute with ABI as required, may be sufficient grounds, standing alone, for a determination of non-responsibility, based on ABI's case-specific evaluation of the dispute, including the dispute's status and relevance to performance and cooperation.*****

_____ (Name of Company)
By: _____
Signatory Name: _____
Signatory Title: _____

6. Reservation of Rights
ABI reserves the right to investigate all disclosures and to disqualify any bid where the bidder is determined to be non-responsible, presents an unacceptable risk to successful contract performance, or has failed to provide complete and truthful disclosures.

EXHIBIT "Y"
Schedule of Values

Project: Restoration of Proctor Creek at 425 Chappell

Access the link below:

https://beltline.bonfirehub.com/portal/?tab=openOpportunities

EXHIBIT "Z"
ATLANTA BELTLINE'S COMMITMENT TO ECONOMIC DEVELOPMENT FOR ALL

The Atlanta Beltline is more than a transit project—it is the heart of our city, bringing together 45 diverse neighborhoods. These communities, which range from some of Atlanta's wealthiest to its most economically challenged, are all profoundly impacted by the Beltline's growth and development.

Atlanta Beltline, Inc. acknowledges the unintended consequences of gentrification, rising housing costs, escalating property taxes, and the displacement of both residents and businesses. We also recognize the persistent racial and economic disparities that exist along the Beltline corridor. The west and southwest areas experience lower median household incomes, higher unemployment rates, greater housing cost burdens, and increased reliance on public transit. Furthermore, we are acutely aware of the disproportionate impact that the COVID-19 pandemic had on small businesses, particularly Black-owned businesses, in these communities.

Our commitment is to foster healthy, thriving communities where everyone has an opportunity to prosper. Our vision is one in which legacy residents, new residents, and business owners—regardless of race, ethnicity, gender, gender identity or expression, sexual orientation, ability, income, or political affiliation—benefit equitably from the Beltline's growth, now and for generations to come.

We understand that dismantling systemic inequities is complex and requires intentional, sustained effort. Achieving the Beltline's equity vision demands bold, immediate, and targeted actions. At the core of our approach is the recognition that equity is not just a moral imperative; it is a business imperative. This commitment begins within our organization and extends to all external relationships and endeavors. We also recognize the significance of supplier diversity and are committed to strengthening the economic viability of Disadvantaged Business Enterprises (DBEs).

With this intentional focus, Atlanta Beltline, Inc. is:

- **Refining procurement and contracting processes** to increase opportunities for participation, promoting broader economic prosperity,

- **Building a pipeline and fostering relationships** with small, woman-owned, minority-owned, and disadvantaged businesses, ensuring access to up to $150M in construction funds; and

- **Tracking and measuring progress** toward these equity goals to ensure continued accountability and improvement.

EXHIBIT "AA"
BABA CERTIFICATION FORM

PURPOSE: The "Buy America Certification Form" is used to certify that, as required by federal law, all of the iron, steel, specific construction materials – non-ferrous metals, lumber, composite building materials, plastic and polymer based pipe and tube all construction materials, including manufactured products (for FY 25 funded projects and forward) utilized in federally funded projects with an aggregate of $250,000 or more funds, are produced in the United States in a manner that complies with the Build America, Buy America Act (BABA), unless an applicable waiver applies and approved by the Made in America Office of Management and Budget (MIAO).

GENERAL INFORMATION: BABA guidance requires the following Buy America preference (BAP): 1) All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; 2) All listed manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States, and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and, for FY 2025 funded projects forward, 3) All (listed and non-listed) construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States. The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, used at or within the finished infrastructure project but not an integral part of the structure or permanently affixed to the infrastructure project. The General Contractor is responsible for all subcontractors and for ensuring that all manufacturers and suppliers certify materials.

CERTIFICATION: I hereby certify that the materials to be installed pursuant to the Bid Submittal conform to the Build America, Buy America Act (BABA) requirements under 2 CFR § 184. Signing this document does not relieve the signee of providing evidence of compliance upon request.

Business Name: _____

Date: _____ By: _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

EXHIBIT "AB"
EPA CERTIFICATION REGARDING LOBBYING FORM

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Business Name: _____

Date: _____ By: _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

EXHIBIT "AC"
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY FORM

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

1. The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: _____

Date: _____ By: _____
Name and Title of Authorized Representative

_____
Signature of Authorized Representative

APPENDIX "A"
SPECIAL PROVISIONS
RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

This project is funded in part by a U.S. Environmental Protection Agency (EPA) assistance agreement administered through the Georgia Environmental Protection Division (GA EPD). The GC shall comply with all applicable federal requirements, including but not limited to:

- 2 CFR Part 200 (Uniform Guidance) – The GC shall comply with all applicable procurement, cost reasonableness, and documentation requirements.
- 40 CFR Part 33 (Disadvantaged Business Enterprise requirements) – The GC shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The GC shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the GC to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.
- Lobbying Disclosure – The GC hereby warrants as a condition of this contract that if it is an organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, it will not engage in lobbying activities prohibited by the Lobbying Disclosure Act of 1985.
- Debarment and Suspension: The GC certifies that it and its principals:
    - Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.
    - Have not, within a three-year period preceding this contract, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
    - Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the above offenses.
    - Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.
- 2 CFR Part 184 (Build America, Buy America Act) – The GC shall comply with the Build America, Buy America Act (2 CFR Part 184). Materials subject to BABA must be produced in the United States unless an applicable waiver is approved.
- A33 U.S.C. §1251 et seq. (1972) – Applicable provisions of the Clean Water Act
- EPA General Terms and Conditions applicable to assistance agreements.
- Recordkeeping and Audit: The GC acknowledges that this is a federally funded project and agrees to maintain all records required for compliance, monitoring, and audit purposes. Records shall be retained for a minimum of five (5) years following project close-out or longer if required by law.
- Flow-Down Requirements – GC shall ensure all subcontractors comply with applicable federal requirements.
- 29 CFR Part 5 (Davis-Bacon and Related Acts) - if applicable

Failure to comply with federal requirements may result in withholding of payment, termination of the Agreement, or other remedies available to ABI or the funding agency.

APPENDIX "B"

TECHNICAL DRAWINGS
SURVEY
DEMOLITION AND RESTORATION PLAN

RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

https://Beltline.bonfirehub.com/portal/?tab=openOpportunities

APPENDIX "C"
SAMPLE FORM OF AGREEMENT
RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

Please be aware that this sample Agreement is a non-binding sample document that serves to provide an example to interested bidders of the executed Agreement. The sample Agreement is not inclusive of all terms, conditions or requirements of the solicitation, successful bid or final executed Contract.

ATLANTA BELTLINE AGREEMENT
RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL

This RESTORATION OF PROCTOR CREEK AT 425 CHAPPELL AGREEMENT (this "Agreement") is made and entered into as of this ____ day of _____, 2026 (the "Effective Date"), by and between Atlanta Beltline, Inc., a Georgia nonprofit corporation ("ABI"), and _____[name of Contractor], a _____ [describe type of entity] duly authorized to transact business in Georgia ("Contractor"). Individually, ABI and Contractor may be referred to in this Agreement as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta ("IA") has been designated by the City of Atlanta (the "City") as redevelopment agent for implementing and otherwise carrying out the redevelopment initiatives in connection with the City's Beltline tax allocation district (the "Beltline TAD"); and

WHEREAS, ABI has been formed by IA to coordinate the administrative, development and redevelopment activities of the Beltline TAD; and

WHEREAS, in performing its responsibilities in coordinating the redevelopment activities of the Beltline TAD, ABI desires to engage the services of _____ provide construction and implementation services for The Proctor Creek Stream Restoration Project located at 425 Chappell Road / 1230 North Avenue, Atlanta Georgia. The project includes restoration of approximately 900 linear feet of Proctor Creek and associated riparian buffer areas. The scope of work includes, but is not limited to, demolition, erosion control, invasive species removal, soil restoration, riparian revegetation, and installation of green infrastructure best management practices (BMPs).

WHEREAS, Contractor possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which Contractor will be engaged under this Agreement; and

WHEREAS, Contractor has agreed to perform said services and ABI has agreed to accept said services.

NOW, THEREFORE, for and in consideration of the foregoing premises and the covenants, representations, warranties and agreements set forth herein, ABI and Contractor hereby agree as follows:

1. Services to be Provided. The functions and services to be provided under this Agreement (the "Services") are as described in Exhibit "A" - Scope of Services, which is attached hereto and incorporated herein by this reference. In connection with the Services, ABI and Contractor acknowledge and agree that ABI has engaged Contractor as an independent contractor, and not as an employee of ABI. Contractor is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. Contractor shall be responsible for proper administration and payment of all taxes attributable

to the Services delivered and the income received under this Agreement and shall hold ABI harmless from and against all such taxes and costs.

2. Additional Services. Professional services that are above and beyond the Services to be provided pursuant to this Agreement may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, Contractor agrees to provide ABI with a written proposal, complete with an estimation of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying Contractor any fees or compensation for any additional services Contractor performs without the prior written consent of ABI.

3. Compensation. ABI shall pay Contractor a fee not to exceed _____ [AMOUNT IN WORDS] ($XX,XXX.XX) [numerical amount] as full compensation for all services furnished and performed pursuant to this Agreement by Contractor, including its employees, subcontractors, and anyone working at its direction. This fee shall represent total compensation regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The fee shall be paid in periodic installments during the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the invoice date of the installment payment. There will be no retainage withheld by ABI to the Contractor, nor any retainage withheld by the Contractor to Subcontractors, and this requirement extends to all tiers of Sub-subcontractors.

a) DBE Utilization and Participation. In order to ensure, track, and be inclusive of minority participation in the overall development of the Atlanta Beltline Project, ABI strongly encourages participation of Disadvantaged Business Enterprises (DBEs) comprised of Female Business Enterprise (FBE), Minority Business Enterprise (MBE), and/or Small Business Enterprise (SBE) entities in all contracts issued by ABI. As a part of this commitment, ABI gathers data on the utilization of DBEs in all contracts. Each contractor or consultant for ABI shall list all DBEs that have been or will be utilized on each contract and/or amendment; the amount of revenue received or to be received by the DBE; and the percentage of the overall Scope of Services the specific DBE will provide under the contract and/or amendment.

b) Additional Documentation Required for Payment. In addition to other required items, each invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to the City and ABI and in compliance with applicable statutes of the State of Georgia, and shall constitute a request for payment:

(i) A statement from Contractor setting forth the list of all sub-consultants/subcontractors with whom Contractor has subcontracted; the amount of each such subcontract, the DBE status and participation percentage, in compliance with the Disadvantaged Business Enterprise Utilization Plan (Subcontractor/Sub-consultant Utilization and DBE Participation Form attached hereto as Exhibit “B” and incorporated herein by this reference) submitted at the time of the response to the procurement, which is incorporated herein by reference; the amount requested for any sub-consultant/subcontractor in the invoice, and the amount to be paid to the sub-consultant/subcontractor from such invoice;

(ii) A DBE Invoice Summary shall accompany each invoice which provides the actual DBE participation (DBE/NON-DBE Vendor Participation Invoice Summary attached hereto as Exhibit “C” and incorporated herein by this reference);

(iii) Such other information, documentation, certificates and materials as ABI may reasonably require.

c) If, at any time during the Contract Term, Contractor alters or decreases the

level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Contractor thirty (30) days' advance written notice.

d) Provided that a request for payment is received by ABI no later than the 10th

day of a month, ABI shall make payment to Contractor not later than thirty (30) days following the receipt of the payment request, inspection, and acceptance of the work and all related support documentation.

4. Term. The term of this Agreement shall begin on the Effective Date and end on _____ (the "Contract Term"), unless sooner terminated by either Party as provided herein. The Parties shall agree to a reasonable extension of the Contract Term in the event of unavoidable delays not due to the negligence or willful misconduct of the Party seeking the extension. An agreement by the Parties to extend the Contract Term in order to complete the Services prescribed in this Agreement shall not obligate ABI to make any additional payments to Contractor unless specifically agreed to in writing by both Parties.

a) Contractor shall begin the work described in the Scope of Services within five (5) days of receipt of a Notice to Proceed.

b) Contractor shall complete the work described in the Scope of Services as set forth in Exhibit "A".

c) If Contractor fails to complete the Services in accordance with the schedule established by ABI, Contractor shall be assessed liquidated damages in the amount of $1,000 per day.

5. Termination. Either Party shall have the right to terminate this Agreement upon thirty (30) days' written notice, with or without cause. Notwithstanding the foregoing, if Contractor fails to maintain any professional license or other certification, including licensure by the State of Georgia, ABI shall have the right to terminate this Agreement with five (5) days' written notice. If Contractor's services are terminated by ABI, the termination will not affect any rights or remedies of ABI then existing or which may thereafter accrue against Contractor or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Contractor will be paid only for the portion of the work satisfactorily performed through the effective date of termination as determined by ABI. Neither Party shall be entitled to recover lost revenue, special, consequential or punitive damages, attorney's fees or costs from the other Party to this Agreement for any reason whatsoever. This Agreement shall not be deemed to provide any third-party with any remedy, claim, right of action, or other right, except as stated in Section 9(a). The Parties' obligations pursuant to this Section shall survive any acceptance of Work, or termination or expiration of this Agreement.

6. Ownership of Documents. All documents, plans, reports or other written materials of any kind prepared by Contractor in connection with this Agreement (the "Documents") shall be considered "Work for Hire" and become the sole property of ABI free and clear of any claims by Contractor of any kind

or character whatsoever. ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI's sole discretion, in connection with this and any other project of ABI.

7. Confidentiality.

a) Subject to any provisions in O.C.G.A Section 50-18-70, *et seq*. (the "Georgia Open Records Act") or other applicable provisions of Georgia law, it is hereby agreed by ABI and Contractor that all work and materials provided by ABI or prepared by the Contractor in connection with the Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by the person or persons ABI designates as its project manager in connection with the Services provided under this Agreement (the "ABI Project Manager"). The confidential information shall be used by Contractor solely in connection with the business and negotiations related to this engagement and not for any other purpose and shall not be disclosed to any other personnel, client or affiliated entity of Contractor (other than to personnel that have been specifically designated by Contractor, or as required by law) without ABI's prior written consent. Contractor shall not disseminate any materials, documents or information outside of ABI and its designated approved personnel without the consent of ABI. In the event of receipt of a Georgia Open Records Act request by Contractor, Contractor shall immediately inform the ABI Project Manager, who shall advise Contractor as to whether ABI will seek to prevent the dissemination of the requested material pursuant to any applicable exemption(s) or whether ABI believes compliance with such request is required under law. If ABI decides to seek protection of the requested material under an applicable exemption, Contractor agrees to fully cooperate with ABI and to withhold from disclosure any material sought to be protected until ordered by a court of law having jurisdiction or ABI to do so. In such events, ABI shall bear the sole reasonable cost and expense of Contractor in connection with any legal proceedings (excepting costs and expenses resulting from Contractor's negligence or willful misconduct). ABI's Project Manager for this Agreement shall be Jennifer Disotell, Senior Project Manager [name and title of PM].

b) Contractor hereby advises that the personnel listed on Exhibit "D", attached hereto and incorporated herein by this reference, are designated to work on this engagement and have access to information as limited hereby. ABI hereby consents to the designated employees listed on Exhibit "D". This designated list of personnel may be amended only upon notice to and the written consent and approval of ABI.

c) In order to protect and limit the dissemination of confidential information provided herein, Contractor agrees to abide by the terms contained in this Section 7 and to require compliance by its employees, contractors, sub-contractors, consultants, and agents.

8. Insurance. In conjunction with the execution of this Agreement, Contractor shall provide evidence of worker's compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Contractor and Contractor's principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Contractor shall at all times during the term of this Agreement maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"):

a) Statutory Worker's Compensation Insurance including waiver of subrogation in favor of Atlanta Beltline, Inc.

b) Commercial General Liability Insurance

1. $2,000,000 limit of liability per occurrence for bodily injury and property damage and $4,000,000 in the aggregate;

2. The following additional coverage must apply:

A. 2013 or later ISO Commercial General Liability Form.

B. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04).

C. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13.

D. Blanket Contractual Liability (included in 1986 or later forms).

E. Broad Form Property Damage (included in 1986 or later forms).

F. Severability of Interest (included in 1986 or later forms).

G. Underground, explosion, and collapse coverage (included in 1986 or later form).

H. Personal Injury (deleting both contractual and employee exclusions).

I. Incidental Medical Malpractice.

J. Sudden and Accidental Pollution Coverage.

K. Waiver of Subrogation in favor of Atlanta Beltline, Inc.

L. Primary and Non-Contributory wording.

c) Automobile Liability Insurance

1. $1,000,000 combined single limit of liability per accident for bodily injury and property damage.

2. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles.

3. Additional Insured Endorsement Waiver of Subrogation Endorsement

d) Professional Liability Insurance with limits of $2,000,000 per claim and $4,000,000 in the aggregate.

e) Contractual Liability, subject to Policy Term, Conditions and Exclusions.

f) Insurance company must be authorized to do business in the State of Georgia.

g) Additional insureds on the Commercial General Liability and Auto Liability Insurance policies shall be shown as: Atlanta Beltline, Inc., the City of Atlanta, and Invest Atlanta.

h) The cancellation provision should provide 30 days' notice of cancellation (10 days' notice for cancellation due to non-payment of premium).

i) Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A-VII or higher. Certain Worker's Comp funds may be acceptable by the approval of ABI. European markets including those based in London and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement provided that the Contractors' broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A- VII or better. Insurance Company must be authorized to do business by the Georgia Department of Insurance.

j) Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by project name and if applicable, project/bid number.

k) Contractor shall agree to provide redacted copies of current insurance policy (ies) if requested to verify the compliance with these insurance requirements. The General Liability and Auto Liability Insurance policies required to be provided by Contractor will be primary over any insurance program carried by ABI.

l) Contractor shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Contractor and all subcontractors to include clauses providing that each underwriter shall waive rights of recovery, under subrogation or otherwise, against ABI, IA, the City, and their officers, officials, employees, consultants, separate contractors, and subcontractors.

m) Contractor waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Contractor may have or acquire because of deductible clauses in or inadequacy of limits of any policies of insurance that are in any way related to the services provided, and that are secured and maintained by Contractor.

n) Contractor shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Contractor) against ABI, IA, the City, and their officers, officials, employee and volunteers, consultants, separate contractors, and other subcontractors (including subcontractors of separate contractors).

9. Miscellaneous Provisions.

a) Indemnification. Contractor shall, and Contractor does hereby agree to save, hold harmless from, and indemnify ABI, IA, and the City against any claims, demands, actions, causes of action, suits, liabilities, damages, losses, costs and expenses of any kind or nature whatsoever (including, without limitation, reasonable attorneys' fees and court costs incurred in enforcing this indemnity and otherwise) which ABI, IA or the City may suffer or incur, or which may be asserted against ABI, IA and the City, and which arise in connection with the services provided and Contractor's performance of the Scope of Services, or any of them, which indemnity shall continue notwithstanding the expiration or earlier termination of this Agreement with respect to any occurrence preceding such expiration or termination; provided, however, that in no event shall the indemnity provided under this Section extend to a claim, demand, action, cause of action, suit, liability, damage, loss, cost or expense if and to the extent the same is caused by the default, negligence or willful misconduct of ABI, IA or the City. In no event shall the indemnification in this section, diminish, affect, impede or impair, in any manner whatsoever, the benefits to which any Party may be entitled under any insurance policy required by this Agreement or otherwise, or under the terms of any waiver of any subrogation contained therein.

b) Assignment. Neither Party hereto shall assign its rights, duties or obligations under this Agreement without the prior written consent of the other Party. In the event that written consent to assignment is obtained by either Party, this Agreement shall be assignable and shall inure to the benefit of, be enforceable by, and bind the Parties hereto, or their respective successors, assigns, and personal representatives. Notwithstanding the foregoing, ABI shall have the right to assign this Agreement, at its sole discretion and without the consent of Contractor, to any entity formed or designated by ABI as its "agent" for purposes of implementing all or a portion of its responsibilities with respect to the Beltline TAD. In such instances, ABI shall promptly advise Contractor of any such assignment and provide Contractor with the name of any replacement contact person.

c) Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity and enforceability of any other provision.

d) Sufferance and Non-Waiver. No term, covenant or condition of this Agreement can be waived except by written consent of the Party against whom such waiver is asserted. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the term, covenant or condition, and the other Party shall be entitled to invoke any remedy available under this Agreement or by law or in equity despite said forbearance or indulgence.

e) Applicable Law. This Agreement shall be governed and construed for all purposes under and in accordance with the laws of the State of Georgia.

f) Entire Agreement; Amendments. This Agreement constitutes the entire agreement between the Parties hereto, and it shall not be amended, altered or changed except by a written agreement signed by the Parties hereto.

g) Interpretation. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any Party hereto by any court of other governmental or judicial authority by any reason of such Party having or being deemed to have drafted, structured, dictated or required such provision.

h) Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by certified mail, postage prepaid, addressed as follows:

If to ABI:

Atlanta Beltline, Inc.

100 Peachtree Street, NW

Suite 2300

Atlanta, GA 30303

Attn: _____

Phone: (404) 477-XXXX

Fax: (404) 477-3006

Email: xxxxxxx@atlBeltline.org

With a copy to:

Atlanta Beltline, Inc.

100 Peachtree Street, NW

Suite 2300

Atlanta, GA 30303

Attn: _____

Phone: (404) 477-3545

Fax: (404) 477-3006

Email: _____

If to Contractor:

_____ [Name of Contractor/Entity]

_____ [Address Line 1]

_____ [Address Line 2]

Attn: _____ [Contact person's name & title]

Phone: (XXX) XXX-XXXX

Email: _____

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or Contractor to any one of the others shall also be given to all of the others. ABI or Contractor may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

i) Changes in Key Personnel. If at any time during the Contract Term, Contractor changes the composition of any firm, team, or personnel identified in its response to the solicitation that served as the precursor to this Agreement without the express written consent of ABI, ABI shall have the right to terminate this Agreement by giving Contractor thirty (30) days' written notice. In the event that ABI receives a request from Contractor to change its Key Personnel, and the request is granted, ABI shall have the right to select the person or firm that will complete the work described in the Scope of Services.

j) Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original for all purposes, but all when taken together shall constitute only one (1) agreement.

k) Ethics. Contractor acknowledges that ABI's employees, directors, and officers are bound by The Atlanta Beltline, Inc. Code of Ethics (the "ABI Ethics Code"); that Contractor has read and understood the ABI Ethics Code; and that Contractor will govern itself accordingly in all interactions with ABI's employees, directors, and officers.

l) Time. Time is of the essence of this Agreement due to the nature of the funding. References in this Agreement or any related document to time periods in days shall mean calendar days unless expressly provided otherwise.

m) Contractor/Consultant and Subcontractor/Sub-consultant Evidence of Compliance; Federal Work Authorization. Pursuant to O.C.G.A. §13-10-91, ABI cannot enter into a contract for the physical performance of services unless the Contractor, its subcontractor(s) and sub-subcontractor(s), as that term is defined by state law, register and participate in the Federal Work Authorization Program to verify specific information on all new employees. Contractor certifies that it has complied and will continue to comply throughout the Contract Term with O.C.G.A. §13-10-91 and any related and applicable Georgia Department of Labor Rule. Contractor agrees to sign an affidavit evidencing its compliance with O.C.G.A. §13-10-91. The signed affidavit is attached to this Agreement as Exhibit "E" and incorporated herein by this reference. Contractor agrees that in the event it employs or contracts with any subcontractor(s) in connection with this Agreement, Contractor will secure from each subcontractor or an affidavit that certifies the subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed subcontractor affidavit(s) obtained in connection with this Contract shall be attached hereto as Exhibit "F" and incorporated herein by this reference. Each subcontractor agrees that in the event it employs or contracts with any sub-subcontractor(s), each subcontractor will secure from each sub-subcontractor an affidavit that certifies the sub-subcontractor's current and continuing compliance with O.C.G.A. §13-10-91 throughout the Contract Term. Any signed sub-subcontractor affidavit(s) obtained in connection with this Agreement shall be attached hereto as Exhibit "G" and incorporated herein by this reference. Additionally, in accordance with O.C.G.A. §50-36-1, Contractor is required to sign the SAVE affidavit attached hereto as Exhibit "H" and incorporated herein by this reference.

n) Compliance with Federal Laws. Contractor agrees to abide by the federal laws, rules, and regulations (the "Federal Clauses") described in Exhibit "I", which are attached hereto and incorporated herein by this reference. Contractor understands and acknowledges that it shall be referenced as "Contractor" in the Federal Clauses.

10. Media. Contractor shall not communicate any information related to this engagement and the work in connection herewith to any public officials, governmental bodies, press, media or any other public or private news medium, without the written consent of the ABI Project Manager. It is intended that the Services performed hereunder are confidential in nature and shall not be publicly disseminated unless approved by ABI Project Manager. If approved, ABI will coordinate with Contractor in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, Contractor shall not communicate any information related to the Atlanta Beltline to government officials, the press, publications and other media, or press releases.

11. Conflicts. ABI and Contractor recognize that given the business of Contractor and the scope of the Atlanta Beltline Program there may be other clients or potential clients of Contractor related to the Atlanta Beltline Program. The Parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, Contractor shall fully disclose to ABI any of its existing clients in connection with the Atlanta Beltline Program and on an ongoing basis disclose and keep ABI advised of any clients or potential conflict issues that may arise in connection with any Atlanta Beltline Program related engagement. Upon being advised of a potential conflict from Contractor, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with Contractor to resolve any conflicts.

12. Consent to Jurisdiction, Waiver of Jury Trial. Contractor hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of Georgia, for any proceeding or dispute arising out of this Agreement. All service of process will be delivered to Contractor's authorized agent for service of process, or at such other address as Contractor

may have designated in writing to ABI, and service so made shall be deemed to be completed in accordance with the applicable laws of the State of Georgia. To the extent permitted by law, Contractor voluntarily and knowingly waives trial by jury and waives any objection which it may have based on lack of jurisdiction or improper venue or forum *non conveniens* to the conduct of any proceeding instituted under this Agreement, or arising out of or in connection with this Agreement, including any actions based upon, arising out of or in connection with any course of conduct, course of dealing, statement (whether oral or written), or actions of ABI or Contractor, and Contractor consents to the granting of such legal or equitable relief as is deemed appropriate by the court.

13. Authorization. Each of the signatories to this Agreement hereby represent that they have the authority to bind their respective entities and that they have undertaken to accomplish any and all actions required by their respective boards, or they have been granted the authority previously by their respective boards to enter into this Agreement.

14. Equal Opportunity. Contractor and all subcontractors shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, national origin, disability, age, or any other protected characteristic. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non-discrimination. Contractor and all subcontractors and subconsultants shall, in all solicitations or advertisements for employees placed by them or on their behalf state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, age, or any other characteristic protected by law.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

ATLANTA BELTLINE, INC.

a Georgia nonprofit corporation

By:_____

Clyde Higgs
President and CEO

ATTEST:

CORPORATE SEAL

By: _____

Aasia Mustakeem, Assistant Secretary

Approved as to form:

By: _____

Aasia Mustakeem

Vice President and General Counsel

Funding Source: _____

CONTRACTOR:

_____

[name of Contractor]

By: _____

ATTEST

Signature

_____

By: _____

Name (Typed or Printed)

Signature

_____

_____

Title

Name (Typed or Printed)

_____

(CORPORATE SEAL)

Title

APPENDIX "D"
DBE/NON-DBE VENDOR PARTICIPATION INVOICE SUMMARY

ATLANTA BELTLINE, INC. VENDOR PARTICIPATION SUMMARY

Part 1: Vendor and Invoice Information:

Type information into the fields below and return this document in its fillable format as part of your invoice. Do not scan this document or otherwise convert it into an image file. Hover over any field for additional/detailed instructions.

Invoice Date:	
Vendor Invoice #	
ABI Contract Name:	
ABI Contract #:	
Project or Work Order Name:	
ABI Project #:	
ABI Work Order #:	
Total Contract/Work Order Amt:	
Current Invoice Amount:	
ABI Cost Code #:	
Prime Contractor/Vendor:	

Part 2: Itemized Net Payments:

Use drop-downs and type requested information into the fields below where necessary, starting with the primary contractor. All six columns must be filled out for each vendor/subcontractor listed; use Non-DBE or N/A when the information is not applicable to that organization. Vendor Number and Name List Click Here: Vendor List

Vendor/Subcontractor Number and Name	Certification	Race/ Ethnicity	Additional DBE Types	Net Invoice Amount ($)	Net Contracted Amount ($)	Total Invoiced to Date ($)	Newly added?
	Select	Select	Select				Select
	Select	Select	Select				Select
	Select	Select	Select				Select