OPEN CONTINUOUS
REQUEST FOR QUALIFICATIONS/PROPOSALS
RFQP
ATLANTA BELTLINE URBAN FELLOWS

TERMS, CONDITIONS, INSURANCE, AND
CONTRACT PROCESS REQUIREMENTS

EXHIBIT A

Exhibit A documents are not required for Step 1 submission. These documents are required only during the contract phase and, if awarded, for contract execution. Included are the sample Consultant Agreement, forms, general terms and conditions, and a checklist to guide the contract phase.

Listed herein is the checklist for the contract phase:

ABI – Contract Preparation Checklist
To be completed by the consultant/contractor and returned only if selected during or after Step 2 Proposal process for contract phase.

Vendor Information
Legal name of consultant/contractor:
_____
Business name (if applicable):
_____
Business address:
_____
Phone number:
_____
Email address:
_____
Primary contact person for notices (name and title):
_____
Authorized signatory (name and title):
_____

Required Forms & Documents to Submit

☐ Certificate of Existence / Good Standing
☐ Certificate of Insurance
☐ Business license
☐ Completed, signed, and dated W-9
☐ Authorized personnel list

Important Notice*: This list is not exhaustive. ABI reserves the right to request additional documentation or forms as necessary to support contract preparation, compliance, or legal review. This list varies based on the company's structure as an individual or firm.*

ABI Terms and Conditions for Review

1: Contract Terms and Conditions

ABI wishes to develop a contract that appropriately places risk with the party most able to address the issue, to ensure that all parties to the contract are appropriately protected and to maintain its responsibility to serve as an effective steward of public funds while advancing the Project.

GENERAL TERMS AND CONDITIONS

A. All applicable State of Georgia and federal laws, City of Atlanta and county ordinances, rules, and regulations of all agencies having jurisdiction shall apply to the Respondent and the project throughout and are incorporated herein by this reference. The Agreement with the selected Respondent, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.

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

C. No proposal shall be accepted from, and no Contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA, or the City of Atlanta. If requested, the Respondent or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

D. From the date a Respondent's submittal and proposal are received through the date a Contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions, or other changes in the configuration of its submittal and proposal without ABI's express written consent. Proposals and the pricing contained therein shall remain effective for (120) days from the proposal's due date.

E. This procurement may be canceled or any or all bids, submittals or proposals may be rejected in whole or in part when it is in the best interest of ABI, or when funding

is not available for completion of the services requested under this document. In the event that this procurement is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this procurement.

F. Respondent's status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA, or the City.

G. Respondent shall defend, indemnify, and hold harmless ABI, IA, and the City of Atlanta against any claims, judgments, or liabilities to which they may be subject because of any negligence or fault or default by the Respondent, its consultants, or sub-consultants.

Respondent shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the Respondent and ABI, IA, or the City.

ORGANIZATIONAL CONFLICTS OF INTEREST AND EXCLUDED PARTIES An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Consultant or impair the Consultant's objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the firm believes potential organizational conflict of interest exists.

In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Respondent shall make known any consultants, subcontractors or sub- consultants that are specifically excluded from participating in this solicitation. All who respond to this RFQP shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of and submit it as part of its response to this RFQP. A response that does not contain this completed form is subject to disqualification.

Consultants, subcontractors, or sub-consultants with active contracts with ABI are excluded from being eligible to submit a response to this procurement except under the following circumstances:

1. If the contractor, consultant, subcontractor, or sub-consultant completes the Certification of No Organizational Conflict of Interest; and

2. If ABI legal counsel agrees that the contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.

If the above conditions are met, the Respondent may be considered eligible to participate in this RFQP.

Disqualification of Respondent Any of the following may be considered as sufficient justification for the disqualification of a respondent and the rejection of the submission at the sole discretion of ABI:

A. Submission of more than one submission for the same work by an individual, firm, partnership,

corporation, or any other organization under the same or different name(s);

B. Evidence of collusion among respondents;

C. Previous participation in collusive respondent on work for ABI;

D. Submission of an unbalanced submittal, in which the prices quoted for the same items are out of proportion to the prices for other items;

E. Lack of competency of respondent: The Agreement will be awarded only to a respondent(s) rated as capable of performing the work. ABI may declare any respondent ineligible at any time during the process of receiving submittals or awarding the Agreement where developments arise which, in the opinion of ABI, adversely affect the respondent's responsibility. However, in such cases, the respondent will be allowed by ABI to present additional evidence before final action is taken.

F. Determination that the respondent has a conflict of interest.

G. Respondent is or has been in a dispute or litigation against ABI, or ABI has filed a claim with Respondent's insurance carrier at any time.

H. The respondent's failure to fully, accurately, or timely disclose information required by Exhibit Y – Claims, Disputes, and Responsibility Disclosure Form, or the existence, nature, or status of any matters disclosed therein, where ABI determines such matters render the respondent non-responsible;

I. Any other ground for disqualification, non-responsibility, or rejection of a submittal expressly provided for in this solicitation (including any exhibits or addenda), or any other ABI procurement.

TERMINATION OF CONTRACT

Although either party shall have the right to terminate the Contract upon thirty (30) days' written notice, with or without cause, ABI reserves the right to terminate the Contract with thirty (30) days' notice if the Respondent elects to change any of its key personnel, partner(s), or subcontractor(s) without the express written consent of ABI.

PAYMENT

ABI shall make payment within (60) days upon receipt, inspection and acceptance of the work and all required documentation by ABI. This term is not subject to modification.

INSURANCE

In conjunction with the execution of the Agreement, Consultant shall provide evidence of worker's compensation, general liability, professional liability insurance, and automobile liability

insurance to ABI to cover the acts and omissions of Consultant and Consultant's principals, employees and agents, and any sub-contractor in rendering the services within the scope of and in compliance with any Agreement with ABI. Consultant shall at all times during the term of any Agreement with ABI 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. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate,

   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 – if applicable for remote consultants may not apply

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.

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

Development Authority d/b/a Invest Atlanta.

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

j) 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 Consultants' 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.

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

l) Consultant 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 Consultant will be primary over any insurance program carried by ABI.

m) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant 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.

n) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant 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 Consultant.

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

CODE OF ETHICS

ABI's Code of Ethics, included as **9.2 Exhibit B**, applies to this solicitation.

CHANGE OF TEAM MEMBERS OR KEY PERSONNEL

Inasmuch as Respondents will be judged based on their response to the RFQP, any subsequent changes to the composition of the list of individuals who are critical to performance of the project by the Respondent and that were rated by the evaluation committee may result in a different ranking and/or may result in the Respondent failing to be determined to be qualified to perform the work. For a Respondent to remain qualified to submit to this RFQP, the key personnel identified in the response to the procurement must remain for the duration of the procurement process and any subsequent Contract award. If changes must occur, the changes to key personnel must have mutual agreement of ABI and the Consultant.

BACKGROUND CHECKS AND DRUG TESTING

The Respondent may be required to implement a drug free workplace program including pre-employment testing and background checks including social security number verification. Any employee assigned to the project may be subject to background screening through "Livescan" administered by the Georgia Bureau of Investigation.

FEDERAL WORK AUTHORIZATION

Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Respondents in addition to the S.A.V.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2).

PREVAILING WAGE Not applicable.

DEBARMENT AND SUSPENSION

ABI shall not award a Contract to Respondents that are debarred or suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549**.**

AUTHORITY TO DEBAR OR SUSPEND

After reasonable notice to the vendor involved and reasonable opportunity to respond, ABI's President and CEO shall have authority to debar a person or entity for cause from consideration for award of contracts.

PROPRIETARY INFORMATION

ABI recognizes that material in its possession or in the possession of the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70, *et. seq.* (The "Act"). Respondent **has the obligation to identify proprietary information and trade secrets by clearly marking the documents**

“Trade Secret” as required by the Act. If ABI receives any request under the Act to examine or copy any of the proprietary information obtained pursuant to this Agreement, it will immediately notify the Respondent of such request and will respond to the requesting party within the time allowed by law, indicating to the requesting party that the information requested constitutes trade secrets and therefore is considered by ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of the Respondent to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI will cooperate in any action at law or equity in any court of competent jurisdiction to permit the Respondent to seek a protective order or other relief to prevent the disclosure of the proprietary information of the Respondent requesting disclosure under the Georgia Open Records Act; provided, however, that the Respondent shall be required to indemnify ABI, IA and/or the COA, where applicable, for any and all costs, expenses, or claims arising from such matter(s).

FORCE MAJEURE

Neither party shall be held to be in breach of the Contract resulting from this RFQP because of any failure to perform any of its obligations hereunder, if said failure is due to any act of God, fire, flood, accident, strike, riot, insurrection, war, or any other cause over which that party has no control. Such party shall give notice and full particulars of such *force majeure* in writing to the other party within a reasonable time after occurrence of the event and the obligation of the party giving such notice shall endeavor to remove or overcome such inability with all reasonable dispatch.

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DBE PARTICIPATION

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with sub-contractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta Beltline project. This project has a DBE goal. **The goal for the project has been set at 30%.**

However, nothing herein should indicate that a DBE may not apply and be selected independently, as DBEs that meet the qualifications of this RFQP are encouraged to submit their qualifications for consideration. 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 all entities on all contracts with the utilization of ABI's Subcontractor/Sub-consultant Utilization and DBE Participation Certification. Each Respondent for ABI shall list all Female, Minority, Small Disadvantaged Business, Small Business Enterprises, and/or Disadvantaged Business Enterprises (FBE, MBE, SDB, SBE, and/or DBE) that have been or will be utilized on this Contract; 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. All invoices should be in a format approved by the ABI Project Manager and reflect the sums to be received by DBEs (FBEs, MBEs, SDBs, and SBEs) from the total payment to be received by the Respondent. The invoices should also reflect the total amount of compensation paid to date to the Respondent and each DBE participant along with their corresponding percentage of the total compensation received. Respondent will also be responsible for submitting lien waivers from each of its DBE participants for all payments received, where necessary, and affirm that the Respondent is current with all payment obligations due to the DBE participants at the time of the submission of an invoice for payment. Respondent 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 Respondent may become a party because of its selection as the Respondent.

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 (FBE/MBE/SBE Certification): 55 Trinity Avenue, Atlanta, Georgia 30303, Tel: (404) 330-6010, Fax: (404) 658-7359.
- **U.S. Small Business Administration**: www.sba.gov.
- **Georgia Department of Transportation:** One Georgia Center, 600 West Peachtree NW, Atlanta, GA 30308, Tel: (404) 631-1990. DBE Helpdesk: (404) 631-1273.
- **MARTA:** 2424 Piedmont Road NE, Atlanta, GA 30324, Tel: (404) 848-5270 Fax: (404) 848-4302.
- **Georgia Business Council:** 759 West Peachtree Street, Suite 107, Atlanta, GA

30308, Tel: (404) 589-4929.

• **U.S. Department of Transportation :** For more information, go to the USDOT website: https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/uniform- certification-application-english.

- **Women's Business Enterprise National Council (WBENC Certification): WBENC** https://www.wbenc.org/certification.

A firm selected by the Respondent can only satisfy one of the three categories. The same 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. All firms must be registered or certified prior to the submittal of the proposal. A Respondent is at risk in that there may be an issue of time to certify or register if it intends to use a firm that is not certified or registered at the time the Proposal is submitted. Applicants must include copies of MBE, FBE, SDB, and/or DBE certifications for the contractors and subcontractors listed in their submittal and proposal packages, if any.

ABI is an Equal Opportunity Employer.

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EXHIBITS AND FORMS–

Only required

during contract phase

CONTRACT SUBMITTAL FORMS

A.1 STATEMENTS OF QUALIFICATIONS SUBMITTAL SIGNATURE FORM

A.2 DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

A.3 GOOD FAITH EFFORT AFFIDAVIT

A.4 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

A.5 CERTIFICATION FORM

A.6 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)

A.7 S.A.V.E. AFFIDAVIT UNDER O.C.G.A. § 50-36-1(e)(2)

A.8 AFFIDAVIT OF NON-COLLUSION

A.9 RECEIPT OF ADDENDA SIGNATURE FORM (if any issued)

A.10 RFQ SUBMITTAL CHECKLIST

9.2 **EXHIBIT B** – ATLANTA BELTLINE, INC. CODE OF ETHICS

9.3 **EXHIBIT C** – ATLANTA BELTLINE EQUITY AND INCLUSION STATEMENT

9.4 **EXHIBIT D** – ABI SAMPLE FORM OF AGREEMENT

EXHIBIT A.1

STATEMENT OF QUALIFICATIONS FORM

_____

(Name of Respondent)

The above Respondent hereby submits its Statement of Qualifications/Proposal, consisting of the following items:
(Refer to the Project Requirements for additional instructions.) ABI reserves the right to make a single award or multiple awards for the services required in this RFQP.

By signing below, the above Respondent hereby certifies that to the best of the Respondent's knowledge and belief:

1. The Respondent has received and considered complete copies of Addenda numbered through _____.

2. The Respondent has reviewed and considered all materials and items supplied by ABI.

3. The Contractor, other Major Participants and key personnel indicated by the Respondent in its Statement of Qualifications/Proposal will be used on this Project in the same manner and to the same extent as so indicated.

4. All of the statements, representations, covenants and/or certifications set forth in the Respondent's qualifications are still complete and accurate as of the date hereof.

5. All representations and/or certifications required of the Respondent by the Statement of Qualifications are complete and accurate.

6. The person signing below is legally authorized to do so.

[Any exceptions to the above certifications must be explained in detail on pages attached hereto. Number of pages attached, if any:____.]

RESPONDENT

_____ _____

Date [Sign in Ink]

By_____ [Name and Title Printed]

EXHIBIT A.2

PROPOSED DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION PLAN
(if DBEs or SBEs are being utilized complete)

PERCENTAGE MBE: _____

PERCENTAGE FBE: _____

PERCENTAGE SBE: _____

TOTAL DBE PARTICIPATION AS A PERCENT OF TOTAL PROJECT = _____%

*DBE Firm Name	Description of Work

Respondent's Company Name: _____

*Selected firm will be required to provide additional DBE information throughout the contract term for reporting purposes.

EXHIBIT A.3

GOOD FAITH EFFORT AFFIDAVIT

DBE Participation Policy

The ABI DBE Participation Policy establishes subcontracting goals for all prospective bidders (ITB), Respondents (RFQ), and Offerors (RFP) 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 Respondent shall agree to meet the established goals or must demonstrate and document a "good faith effort" to include DBEs in subcontracting opportunities. The successful Respondent 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.

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 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.

Date_____

Name of Company _____

_____ _____

Printed Name of Certifying Official of Company Title

PART 2. GOOD FAITH EFFORT ASSESSMENT (READ ONLY – DO NOT COMPLETE)

(To be completed only by the *Apparent Successful Respondent(s)* immediately following notice of award)

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*	
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	*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:

_____

ABI Equity and Inclusion Director

Confirmation of Receipt of the Good Faith

Assessment Signature and Date:

_____

Procurement Director

EXHIBIT A.4

CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Respondent's Name: ("Respondent")

Respondent's attention is directed to provisions of the Request for Qualifications and Proposals (RFQP) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Respondents are advised that certain firms will not be allowed to participate on any Respondent's team for the Project because of their work with ABI 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 RFQP 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 Respondent's team (including the Respondent, 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 RFQP.

Respondent shall disclose (a) any current contractual relationships with ABI or the City of Atlanta (b) any past, present, or planned contractual or employment relationships with any officer or employee of ABI, and (c) any other circumstances that might be considered to create a financial interest in the Contract by any ABI board member, officer or employee, and City of Atlanta elected or appointed official, officer or employee, or any ABI board member, if Respondent is awarded the Contract. Respondent 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 RFQP. Respondent shall also disclose contractual relationships (i.e., joint ventures) with any of the individuals or entities involved in preparing the RFQP, as well as relationships wherein such individual or entity is a contractor or consultant (or subcontractor or subconsultant) to Respondent or a member of Respondent'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 Respondent 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 Statement of Qualification 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 Statement of Qualification is subject to disqualification and/or my contract is subject to termination.

Signature _____

Name _____
(type or print)

Title _____

Company Name _____

Date _____ , 20

FOR OFFICIAL ABI USE ONLY:

Upon review of the response Respondent submitted in this certification, it is my determination that an Organizational conflict does /_does not exist.

_____ _____

Vice President and General Counsel
Atlanta Beltline, Inc.

Date

EXHIBIT A.5
CERTIFICATION FORM

I, _____(name of Respondent), being duly sworn, state that I am _____(title) of_____(firm) and hereby duly certify that I have read and understand the information presented in the attached QUALIFICATIONS and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the Request for Qualifications (RFQ) is full, complete, and truthful.

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

I acknowledge, agree and authorize and certify that the proposer acknowledges, agrees and authorizes, that ABI may, by means that it deems appropriate, determine the accuracy and truth of the information provided by the proposer and that ABI may contact any individual or entity named in the response to the RFQ 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 Request for Qualifications is submitted for the express purpose of inducing ABI to award a contract.

A materially false statement or omission made in conjunction with this Request for Qualification is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this Request for Qualifications 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 Request for Qualifications 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_____, 20__.

_____

Notary Public
My commission expires_____.

(NOTARY SEAL)

EXHIBIT A.6

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

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation has submitted its qualifications to be considered for engagement 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___.

EXHIBIT A.6

_____

NOTARY PUBLIC (NOTARY SEAL)

My Commission Expires: _____

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

By executing this affidavit under oath, as an applicant for a Consulting 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. **The secure and verifiable document provided with this affidavit is:**

_____

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_____, 20__

_____

Notary Public
My commission expires: _____

(NOTARY SEAL)

AFFIDAVIT Of NON-COLLUSION

Project: **OPEN CONTINUOUS REQUEST FOR QUALIFICATIONS/PROPOSALS RFQP ATLANTA BELTLINE URBAN FELLOWS**

STATE OF _____

COUNTY OF _____

---

being first duly sworn, deposes and says that he is

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

the party making the foregoing bid/proposal/SOQ; that such Proposal 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/proposal 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)

RECEIPT OF ADDENDA

ADDENDA 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_____

Addendum No. _____ Date Received_____

If no addendum was received, write None Received:

_____

Date: _____

Signature:_____

Name:_____ (Print)

Title:_____

Forms Submittal Check List

Project:

The following submittals shall be viewed, completed, and submitted before contract phase indicated in the checklist below. Documents required for submittal shall be completed fully, signed, and/or notarized as appropriate. The checklist is a guide and may not be inclusive of all forms. It is the Respondent's responsibility to submit a responsive and responsible proposal in accordance with all requirements as it pertains to this Project.

	PREPARATION FOR CONTRACT PHASE	
	ALL DOCUMENTS MAY OR MAY NOT BE REQUIRED BASED ON STRUCTURE OF SELECTED FIRM OR INDIVIDUAL	
Documents Required for Contract Phase		
STEP 3 Documents for Submission to complete before contract exection		
A.1 STATEMENTS OF QUALIFICATIONS SUBMITTAL SIGNATURE FORM		
A.2 DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN		
A.3 GOOD FAITH EFFORT AFFIDAVIT		
A.4 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST		
A.5 CERTIFICATION FORM		
A.6 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)		
A.7 S.A.V.E. AFFIDAVIT UNDER O.C.G.A. § 50-36-1(e)(2)		
A.8 AFFIDAVIT OF NON-COLLUSION		
A.9 RECEIPT OF ADDENDA SIGNATURE FORM (if any issued)		
A.10 RFQ SUBMITTAL CHECKLIST		
9.2 EXHIBIT B – ATLANTA BELTLINE, INC. CODE OF ETHICS		
9.3 EXHIBIT B.1 – CLAIMS DISPUTE, AND RESPONSIBILITY FORM		
9.3 EXHIBIT C – ATLANTA BELTLINE EQUITY AND INCLUSION STATEMENT		
9.4 EXHIBIT D – ABI SAMPLE FORM OF AGREEMENT		

Date: _____

Firm Name: _____

Firm Telephone Number: _____

By: _____

Title: _____

Point of Contact Telephone Number: _____

Email address: _____

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ATLANTA BELTLINE, INC. CODE OF ETHICS

The following is the Code of Ethics (the "Code") to which employees of 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 ethical choices. 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 - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for Atlanta Beltline, Inc.
- Contractors - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI's board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of Atlanta Beltline, Inc.
- Family Member - refers to 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 or not they are related to the Covered Person.

- State - refers to the State of Georgia.

General

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 he or she 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 an ABI program, ABI will not grant a discount, waive fees, or adjust 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 he or she 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 or her position to influence any ABI decision or action relating to an organization, entity, or activity in which he or she knows or has reason to know that he or she or a Family Member has a personal or financial interest.

Corporate Opportunity

Covered Persons are prohibited from personally taking opportunities that are discovered through his or her 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.

Anti-Discrimination Policy

ABI will not discriminate against any program applicant, partner, client, potential client, vendor, potential vendor, employee, or applicant for employment on the basis of race, sex, age, color, religion, national origin, marital status, disability status, veteran status, sexual orientation, or any other basis prohibited by federal, state, or local law.

Philanthropic or political preferences and campaign contributions, activities or sponsorships are personal and are not considered conditions of employment or promotion by ABI. No Covered Person shall compel, coerce, or intimidate any other Covered Person to make or refrain from making a philanthropic or political contribution.

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. As a result, 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.

Contractual Matters

ABI will not make payments to or receive payments from any party in order 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:

- Review alleged violations of the Code, ABI policies, or any other law or regulation,
- Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically,
- Advise Covered Persons regarding ethics questions and concerns; and,
- Propose updates to the Code, as necessary.

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 he or she determines there to be 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.

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 below matters. This Exhibit seeks information to the extent known by the bidder/respondent 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/respondent(including subsidiaries or affiliates) or any of the bidder's, respondents 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/respondent'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/respondent. 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:

---

2. Insurance Claims

State whether the bidder/respondent (including subsidiaries or affiliates), or any of the bidder's, respondents, 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:

---

3. Pending or Anticipated Claims

State whether the bidder, respondent (including subsidiaries or affiliates), or any of the bidder's/respondent'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:

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4. Claims or Disputes Involving Atlanta Beltline, Inc.

State whether the bidder/respondent (including subsidiaries or affiliates), or any of the bidder's/respondent'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:

---

5. Certification and Acknowledgment

By submitting this form, the bidder/respondent 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/respondent 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.*****

---

6. Reservation of Rights

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

NAME_____

COMPANY NAME_____

EMAIL ADDRESS_____

SIGNATURE_____

SAMPLE FORM OF CONSULTING SERVICES AGREEMENT

DISCLAIMER: This agreement is a sample and is nonbinding. Please do not respond to any items in this sample agreement.

This **CONSULTING SERVICES 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 consultant], a _____ [describe type of entity] duly authorized to transact business in Georgia ("Consultant"). Individually, ABI and Consultant 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 Consultant to _____ [explain services to be provided by Consultant]; and

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

WHEREAS, Consultant 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 Consultant 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 Consultant acknowledge and agree that ABI has engaged Consultant as an independent contractor, and not as an employee of ABI. Consultant is not an officer or agent of ABI and has no authority to bind ABI

to any contractual obligation or otherwise. Consultant 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 may be contracted for under a separate agreement or in an amendment to this Agreement. Notwithstanding the foregoing, Consultant 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 Consultant any fees or compensation for any additional services Consultant performs without the prior written consent of ABI.

3. **Compensation.** ABI shall pay Consultant 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 Consultant, 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 due date.

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 Consultant setting forth the list of all sub-consultants/subcontractors with whom Consultant 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, Consultant 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 Consultant **thirty (30)** days' 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 Consultant not later than **sixty (60)** days following the receipt of the payment request and all related support documentation. If a request for payment is received by ABI after the date fixed above, payment shall be made by ABI no later than **seventy- five (75)** days after ABI receives a complete request for payment and all related supporting 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 Consultant unless specifically agreed to in writing by both Parties.

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

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

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 Consultant 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 Consultant'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 Consultant or its surety. In case of termination of this Agreement before completion of the work described in the Scope of Services, Consultant 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 Consultant in connection with this Agreement (the "Documents") shall become the sole property of ABI free and clear of any claims by Consultant of any kind or character whatsoever, and 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 Consultant that all work and materials prepared 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 Consultant 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 Consultant (other than to personnel that have been specifically designated by Consultant, or as required by law) without ABI's prior written consent. Consultant 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 Consultant, Consultant shall immediately inform the ABI Project Manager, who shall advise Consultant 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, Consultant 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 Consultant in connection with any legal proceedings (excepting costs and expenses resulting from Consultant's negligence or willful misconduct). ABI's Project Manager for this Agreement shall be . [name and title of PM].

b) Consultant 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, Consultant 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, Consultant shall provide evidence of worker's compensation, general liability and professional malpractice insurance to ABI to cover the acts and omissions of Consultant and Consultant's principals, employees and agents, and any sub-contractor in rendering the Services within the scope of and in compliance with this Agreement. Consultant 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. $1,000,000 limit of liability per occurrence for bodily injury

and property damage and $2,000,000 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

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) 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 Consultants' 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) Consultant 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 Consultant will be primary over any insurance program carried by ABI.

l) Consultant shall require all policies of insurance that are in any way related to the services provided and that are secured and maintained by Consultant 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) Consultant waives all rights of recovery against ABI, IA, the City, and their officers, officials, employees, separate consultants, and all subcontractors which Consultant 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 Consultant.

n) Consultant shall require all subcontractors to waive their rights of recovery (as aforesaid waiver by Consultant) 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. Consultant shall, and Consultant 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 Consultant'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 Consultant, 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 Consultant of any such assignment and provide Consultant 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: Carrie Tolbert, Assistant General

Counsel Phone: (404) 477-3545

Fax: (404) 477-3006

Email:

ctolbert@atlBeltline.org If to

Consultant:

_____ [Name of Consultant/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 Consultant to any one of the others shall also be given to all of the others. ABI or Consultant 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, Consultant 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 Consultant thirty (30) days' written notice. In the event that ABI receives a request from Consultant 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. Consultant acknowledges that ABI's employees, directors, and officers are bound by The Atlanta Beltline, Inc. Code of Ethics (the "ABI Ethics Code"); that Consultant has read and understood the ABI Ethics Code; and that Consultant 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.

10. **Media.** Consultant 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 Consultant in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, Consultant 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 Consultant recognize that given the business of Consultant and the scope of the Atlanta Beltline Program there may be other clients or potential clients of Consultant 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, Consultant 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 Consultant, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with Consultant to resolve any conflicts.

12. **Consent to Jurisdiction, Waiver of Jury Trial.** Consultant 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 Consultant's authorized agent for service of process, or at such other address as Consultant 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, Consultant 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 Consultant, and Consultant 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.** Consultant 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. Consultant 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. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth these policies of non- discrimination. Consultant 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

ATTEST: President and CEO

CORPORATE SEAL

By: _____

Aasia Mustakeem, Assistant Secretary

Approved as to form**:**

By: _____

Aasia Mustakeem

Vice President and General Counsel

Funding Source: _____

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTINUE ON NEXT PAGE.)

CONSULTANT :

_____

[name of consultant]

By:

_____

ATTEST

Signature

_____

By: _____ Name (Typed or Printed) Signature

_____

_____ Title

Name (Typed or Printed)

_____ (CORPORATE SEAL)

Title

(Sample Agreement)

SCOPE OF SERVICES

Consultant shall perform the following services as directed by ABI and in accordance with the schedule set by ABI: