REQUEST FOR QUALIFICATIONS

COST ESTIMATION AND APPRAISAL SERVICES FOR ATLANTA BELTLINE

December 27, 2013

RESPONSES DUE:
January 10, 2014 at 3 pm EST

Envelope(s) shall be sealed and marked with the Project Title

Submit one (1) original and four (4) complete copies of the Response to:

Atlanta BeltLine, Inc.
Attn: Patrise Perkins-Hooker
Address 86 Pryor Street SW, #300
City/ZIP Atlanta, GA 30303

Refer questions to:
Atlanta BeltLine, Inc.
Attn: Patrise Perkins-Hooker
Address: 86 Pryor Street SW, #300
City: Atlanta, GA 30303
Email: pperkinshooker@atlbeltline.org
Fax: 404 477-3690
STATEMENT OF QUALIFICATIONS LETTER
We propose to furnish and deliver any and all of the deliverables and services named in the attached Request for Statement of Qualifications (RFQ) for which prices have been set. The price or prices offered herein shall apply for the period of time stated in the RFQ.

It is understood and agreed that this Statement of Qualifications constitutes an offer, which when accepted in writing by Atlanta BeltLine, Inc., and subject to the terms and conditions of such acceptance, will constitute a valid and binding contract between the undersigned and the Atlanta BeltLine, Inc.

It is understood and agreed that we have read the project specifications shown or referenced in the RFQ and that this Statement of Qualifications is made in accordance with the provisions of such specifications. By our written signature on this Statement of Qualifications, we guarantee and certify that all items included in this Statement of Qualifications meet or exceed any and all such specifications. We further agree, if awarded a contract, to deliver goods and services which meet or exceed the specifications. The Atlanta BeltLine, Inc. reserves the right to reject any or all submittals, waive technicalities and informalities, and to make an award in the best interest of the Atlanta BeltLine project.

It is understood and agreed that this Statement of Qualifications shall be valid and held open for a period of ninety (90) days from Statement of Qualifications opening date.

STATEMENT OF QUALIFICATIONS SIGNATURE AND CERTIFICATION (Offeror to sign and return with Statement of Qualifications)

I certify that this Statement of Qualifications is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Statement of Qualifications for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of State and Federal Law and can result in fines, prison sentences and civil damage awards. I agree to abide by all conditions of the Statement of Qualifications and certify that I am authorized to sign this Statement of Qualifications for the Offeror. I further certify that the provisions of the Official Code of Georgia Annotated, Sections 45-10-20 et. seq., have not been violated and will not be violated in any respect.

Authorized Signature________________________________________Date________________

Print/Type Name________________________________________________________

Print/Type Company Name Here________________________________________
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SECTION 1.0  INTRODUCTION

1.1 Purpose of Procurement

Atlanta BeltLine, Inc. (“ABI”) is seeking land acquisition firms to provide professional right-of-way negotiation services on an annual on-call basis to support land acquisition for local and federal capital improvement projects in accordance with the terms, conditions, and specifications contained in this Request for Qualifications (RFQ). ABI may, at its sole discretion, select one or more Consultants to perform these services or may select no Consultants to perform these services.

ABI reserves the right to assign project Work Orders as ABI desires to the selected firm(s) and it intends to execute on-call consulting agreements (with annual options not to exceed 3 years, at ABI’s sole discretion) with the selected firms for services to be provided. The selected Consultant(s) will work with and coordinate with ABI’s Procurement Department throughout the life of the program. Selected firms will be expected to provide services in accordance with the timeframes established by ABI and presented in assigned Work Orders.

1.2 Eligibility/Qualifications

To be eligible for award of a contract in response to this solicitation, the Consultant should demonstrate that they, or the principals assigned to the contract, have successfully completed services, as specified in the Scope of Services section of this solicitation, and are normally and routinely engaged in performing such services. In addition, the Consultant must have no conflict of interest with regard to any other work performed by the Consultant for ABI.

Consultant shall provide ABI with credentials supporting their past experience and expertise, including organization, and labor/manpower, to insure satisfactory execution of the services contained in the RFQ. Consultant should provide a list of references with particular emphasis on other governmental agencies, and include clients and past clients within the Metro Atlanta area, and the number of years in business providing these services.

1.3 Statement of Qualifications Certification

Consultants are required to sign and return the enclosed Statement of Qualifications Letter indicating their willingness to hold their prices as reflected in the response to the RFQ open for a period of ninety (90) days and to certify that they will provide the services requested hereunder in a manner which meets or exceeds the specifications requested under this RFQ.

1.4 Restrictions on Communications with Staff

From the issue date of this RFQ until a Consultant is selected and the selection is announced, responders are not allowed to communicate for any reason with any ABI staff, or other consultants or sub-consultants except through the Issuing Officer named herein, or as provided by existing work agreement(s). ABI reserves the right to reject the Statement of Qualifications of any responder violating this provision. All questions concerning this RFQ must be submitted in writing (fax or email may be used) to the Issuing Officer. No questions other than those in writing will be accepted. No response other than that received in writing will be binding upon ABI.

1.5 Definition of Terms

OCGA - Official Code of Georgia Annotated (State Statute)
Offeror – Respondent to this Request for Statement of Qualifications

Project - Right of way Acquisition Services on an On-call basis

RFQ - Request for Statement of Qualifications

1.6 Description of Requirements

ABI has established certain requirements with respect to Statement of Qualifications to be submitted by Offerors.

Whenever the terms "shall", "must", "will", or "is required" are used in the RFQ, the specification being referred to is a mandatory requirement of this RFQ. Failure to meet any mandatory requirement will cause rejection of Offeror's Statement of Qualifications.

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

1.6.1 Resulting Contract

This RFQ and any addenda, the Offeror’s RFQ response, including any amendments, a best and final offer, and any clarification question responses shall be included in any resulting contract. ABI’s contract will contain the contract terms and conditions included herein which will form the basis of any contract between ABI and the highest scoring Offeror(s). In the event of a dispute as to the duties and responsibilities of the parties under this contract, the contract, along with any attachments prepared by ABI, will govern in the same order of precedence as listed in the contract.

1.6.2 Mandatory Requirements

To be eligible for consideration, an Offeror must meet the intent of all mandatory requirements. ABI will determine whether an Offeror’s RFQ response complies with the intent of the requirements. RFQ responses that do not meet the full intent of all requirements listed in this RFQ may be subject to point reductions during the evaluation process or may be deemed non-responsive.

1.6.3 Understanding of Specifications and Requirements

By submitting a response to this RFQ, Offeror agrees to an understanding of and compliance with the specifications and requirements described in this RFQ.

1.6.4 Offeror’s Signature

The Statement of Qualifications must be signed in ink by an individual authorized to legally bind the business submitting the Statement of Qualifications. The Offeror’s signature on a Statement of Qualifications in response to this RFQ guarantees that the offer has been established without collusion and without effort to preclude ABI from obtaining the best possible service provider. Proof of authority of the person signing the RFQ response must be furnished upon request.

1.7 Submitting a Statement of Qualifications

1.7.1 Failure to Comply with Instructions

Offerors failing to comply with these instructions may be subject to point deductions. ABI may also choose to not evaluate,
may deem non-responsive, and/or may disqualify from further consideration any Statement of Qualifications that do not follow this RFQ format, are difficult to understand, are difficult to read, or are missing any requested information.

1.7.2  Late Statement of Qualifications

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

1.8  Required Review

1.8.1  Review RFQ

Offerors should carefully review the instructions; mandatory requirements, specifications, standard terms and conditions, and standard contract set out in this RFQ and promptly notify ABI’s Issuing Officer in writing or via e-mail of any ambiguity, inconsistency, unduly restrictive specifications, or error which they discover upon examination of this RFQ.

1.8.2  Form of Questions.

Offerors with questions or requiring clarification or interpretation of any section within this RFQ must address these questions in writing or via e-mail to ABI’s Issuing Officer on or before December 31, 2013. Each question must provide clear reference to the section, page, and item in question. Questions received after the deadline may not be considered.

1.8.3  Responses to Questions.

ABI will provide an official written response to all questions received by the December 31th deadline on or before January 3, 2014. ABI's response will be by formal written addendum. Any other form of interpretation, correction, or change to this RFQ will not be binding upon ABI. Any formal written addendum will be posted on ABI’s website at: www.beltline.org by 5:00 p.m. on January 3, 2014. Offerors must sign and return any addendum with their RFQ response.

1.8.4  Standard Terms and Conditions/Standard Contract.

By submitting a response to this RFQ, Offeror agrees to acceptance of the standard terms and conditions and standard contract as set out in this RFQ. Much of the language included in the standard terms and conditions and standard contract reflects requirements of state law. Requests for exceptions to the standard terms and conditions, standard contract terms, or any added provisions must be submitted to ABI’s Issuing Officer by the date for receipt of written/e-mailed questions or with the Offeror’s RFQ response and must be accompanied by an explanation of why the exception is being taken and what specific effect it will have on the Offeror’s ability to respond to the RFQ or perform the contract. ABI reserves the right to address non-material, minor, insubstantial requests for exceptions with the highest scoring Offeror(s) during contract negotiations. Any material, substantive, important exceptions requested and granted to the standard terms and conditions and standard contract language will be addressed in any formal written addendum issued for this RFQ and will apply to all Offerors submitting a response to this RFQ.

1.8.5  Project Oversight and Staffing

The successful Offeror(s) will report to ABI’s Director of Real Estate, Brian Hooker. Project status updates are mandatory, during the work via in process reviews (IPRs), reports and/or other interactions as proposed or specified.
SECTION 2
PROJECT AREA AND PROJECT OVERVIEW

Atlanta BeltLine West Project

ABI wishes to advance construction work for the 4.9 mile Atlanta BeltLine West corridor made up of the SES 4 and SES 6 segments with an anticipated $286 million capital cost. This corridor lies mostly within the Atlanta BeltLine corridor with small sections on City streets to connect with MARTA heavy rail stations. The corridor connects the neighborhoods between Bankhead MARTA station area, Washington Park, the future Westside Reservoir Park Maddox Park with either MARTA Oakland City or West End station. See Exhibit A attached hereto and incorporated herein by reference. ABI has received federal funds to acquire land lying in a large part of the Westside corridor. ABI desires to acquire fee simple title and temporary construction easements on several residential parcels of land. A list of the actual parcels to be acquired and the nature of the acquisition will be provided to the selected Consultant(s) at the time that a contract is entered into for their services. A copy of the current parcels and the nature of the acquisition requested is attached hereto as Exhibit B.

SECTION 3
SCOPE OF SERVICES

The professional services included within this Scope of Services shall be as follows:

Administration
Cost Estimation and Appraisal Services

3.1 Administration

3.1.1 The Consultant will prepare for and attend a kick-off meeting with ABI’s Project Manager. At this meeting, ABI will set the final parameters for the total contract.

3.1.2 The Consultant will provide a project schedule identifying the timetable for completion of all major acquisition tasks included in the scope of each Work Order. This schedule will identify major tasks, duration and task relationship. The schedule will track both projected and actual completion dates for acquisition milestone tasks. The schedule will identify milestones and also identify the completion dated for the overall project. The initial schedule will be presented to ABI within one week of issuance of the Work Order. Weekly updates to the schedule shall be submitted for the duration of the project.

3.1.3 All costs incurred for administration of the contract shall be included in the overall cost of the bid items included in this contract. There will be no separate pay for administration.

3.2 Cost Estimate and Appraisal Services

3.2.1 Consultant agrees to begin work on preparation of a cost estimate for the parcels listed on Exhibit B after a Notice to Proceed is issued and to deliver two (2) copies of the a complete cost estimate to ABI not later that fifteen (15) days. After the cost estimates are completed, the Consultant shall perform a full appraisal at the direction of ABI on all applicable parcels.

3.2.2 Consultant agrees to deliver 2 copies of the Data Book to ABI no later than 30 days after the Notice to Proceed date. (Applies to Appraisal Assignments only).
3.2.3. Appraisals made under this contract will be submitted to ABI no more than ten (10) days after the date of valuation, if not, they will not be accepted.

3.2.4. The appraisal reports to be rendered shall be on GDOT Appraisal Formats 388-C, 388-N, or other forms authorized by ABI and shall be supported by a narrative report adequately documented. It is further agreed that ABI will not be obligated to pay for unsatisfactory reports submitted by the Consultant which do not comply with the aforesaid requirements. Submission of unsatisfactory reports may result in a penalty of suspension from all appraisal activity for a period of time to be specified by ABI.

3.2.5. If changes or revisions become necessary because of revised plans, or additional requirements on the part of ABI, or any major changes in the scope or character of the work to be performed as required by ABI, it is agreed that a new agreement covering only such revisions or changes will be entered into at that time, as agreed to by ABI and the Consultant.

3.2.6. The Consultant agrees to execute for each applicable parcel Form R/W 388C or R/W 388N. (Appraisal assignments only)

3.2.7. All information contained in the report, and all parts thereof, are to be treated as a privileged communication. The Consultant shall take all necessary steps to insure that neither it nor any member of his staff or organization divulges any information concerning the report to anyone other than the proper officials of ABI or the Georgia Department of Transportation, or to officials of the Federal Highway Administration until authorized by ABI to do so, or until the Consultant is required to do so by due process of law or until released from this obligation by having publicly testified as to such findings.

3.2.8 Consultant must coordinate with ABI’s Director of Community Engagement to make sure that all of the affected property owners are informed about the Project prior to outreach to the property owners consistent with the requirements of the Community Engagement Framework established by ABI, a copy of which is attached as Exhibit C.

**Term of Contract**

ABI anticipates having the successful Respondent begin work in late January 2014. It is contemplated that the term of the contract shall be for a period of 12 months but the Scope of Services requested in the initial Work Order shall be completed on our before April 30, 2014. Due to the funding associated with this initial project, **time is of the essence for these services.** The agreement with the successful Respondent may be modified to provide additional Cost Estimation and Appraisal services for the Atlanta BeltLine Project or an Atlanta Streetcar Expansion Strategy project under separate Work Orders.

**Coordination with other ABI Consultant Service Agreement**

ABI anticipates that the Respondent will coordinate with other ABI consultants working on the Atlanta BeltLine Westside project.
SECTION 4
PROJECT SPONSORS, FUNDING AND MANAGING ENTITIES AND ROLES

The Atlanta BeltLine West project will be funded by a combination of federal, state, Atlanta BeltLine, Westside and Eastside TAD funds. This project has developed through collaboration between and amongst the COA, ABI and IA, referred to usually as the Project Sponsors. Roles and responsibilities of the parties are specifically defined in a Services Agreement entered into between the parties.

City of Atlanta (COA), is the federal project sponsor and owner of the Atlanta Streetcar system. The City will ultimately own all project assets in the Atlanta BeltLine corridor.

Invest Atlanta (IA), formerly known as the Atlanta Development Authority; IA was formed in 1997 as a State of Georgia registered local government authority. Invest Atlanta is the official economic development authority for the City of Atlanta. It is the current holder of a lease and option to purchase the corridor property which legally is owner by the Georgia Department of Transportation.

Atlanta BeltLine Inc. (ABI), formed by the Atlanta Development Authority (now IA), is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with IA and the COA. Its functions include specifically defining the Atlanta BeltLine plan; leading efforts to secure federal, state and local funding; continuing the Atlanta BeltLine community engagement process; and serving as the overall project management office to execute the Atlanta BeltLine plan, including the coordination of planning and execution activities with IA and COA departments and managing all vendors and suppliers. ABI is the agent for Invest Atlanta for the Atlanta BeltLine corridor property.

SECTION 5
PROJECT TEAM QUALIFICATIONS AND REQUIREMENTS

ABI is interested in highly qualified teams and therefore, in order to be considered responsive, a Respondent must meet the following requirements:

1. Demonstrate qualifications enabling the successful completion of the Project for Atlanta BeltLine, Inc. in a time sensitive manner. Prior work on projects of this size, type and/or complexity will be evaluated.

2. Be a licensed and certified appraiser in Georgia.

3. Have 5 or more years of experience in cost estimation and appraisal work in eminent domain land acquisition experience for GDOT and for Local Government Projects.

4. Must possess GDOT pre-qualification approval and certification for cost estimation and appraisal services.

5. Have been in business a minimum of 5 years (applies to the lead firm and all major subcontractors or Joint Venture partners).
6. Have demonstrated experience supporting public engagement of transit related projects and positively mitigating negative impacts on businesses along a transportation corridor and have experience in proactively addressing stakeholder concerns.

7. Have demonstrated experience meeting or exceeding GDOT’s Disadvantaged Business Enterprise (DBE) goal (or Small, Minority, or Woman-Owned Business S/M/WBE goals) through meaningful involvement and mentoring of firms (or other activities designed to facilitate the development and success of DBE firms) on prior projects.

8. Have provided all information requested in this RFQ package and address the specifics of the evaluation criteria.

9. Must not require exclusive relationships of subconsultants, except where a firm is a Joint Venture partner, (this requirement may not be circumvented by selecting a different contractual instrument such as a Work Order in lieu of a contract).

SECTION 6
RESPONSE SUBMITTAL REQUIREMENTS

PROCUREMENT PROCESS

Issuance of this RFQ is intended to produce a list of firms or teams best qualified to provide the services solicited in this RFQ. Only those Offerors, who responded to the RFQ and meet or exceed the requirements of the RFQ will be eligible.

This process may be cancelled at any time if, in the opinion of the ABI, the project goals will not be achieved by awarding a contract or the firms or teams are considered non-responsive. The process may be revised at any time during the solicitation, selection, evaluation and negotiation phases up to final award.

DBE REQUIREMENTS

The RFQ contains a DBE participation goal. Goals are based on the scope of work and general availability of firms with the requisite experience and capacity to perform the work. The DBE utilization goal for this project is 30%. Offerors should try to reach this goal but all responses must have a minimum of 18% DBE participation. ABI has historically entered into contract with teams that have exceeded this minimum targeted utilization goal. Respondents are encouraged to involve DBE firms in all aspects of the work.

Respondents should be aggressive in their outreach to DBE firms in order to ensure the established goal is met. Firms to be utilized to meet the goal must be certified under the Georgia Unified Certification Program, or through GDOT, or MARTA DBE Certification programs.

QUESTIONS

Questions and requests for clarification regarding this Request for Qualifications must be directed in writing, via email or fax to the Issuing Officer listed below. The deadline for submitting such questions/clarifications is 5:00 pm on December 31, 2013. An addendum will be issued on January 3, 2014 by 5:00 p.m., if a
substantive clarification is in order. All responses of a material nature will be shared with all registered firms/teams. Questions specific to composition of a team or proprietary information regarding potential Offerors may be answered informally by phone or via correspondence with the specific team or firm.

Name: Patrise Perkins-Hooker  
Office: Atlanta BeltLine, Inc.  
Address: 86 Pryor Street SW, #300  
City: Atlanta, GA 30303  
Email: pperkinshooker@atlbeltline.org  
Phone: 404-477-3690  
Fax: 404-477-3606

RESPONSE

By submitting a response, the Offeror is accepting the General Instructions and Conditions found in this Request for Qualifications.

RESPONSE DUE DATE

Sealed responses must be received no later than the date and time and at the location specified on the cover of this solicitation. The outside of the envelope shall plainly identify the project title and the name and address of the Offeror. Responses received after time or date listed herein shall not be considered. Responses received after the scheduled closing time for filing will be returned to the Offeror unopened.

SUBMITTAL REQUIREMENTS

Responses must be clear, succinct and not exceed 5 double-sided pages, excluding Response Forms and Attachment materials. Offerors who submit more than the pages indicated may not have the additional pages of the response read or considered.

For purpose of review and in the interest of the City’s Sustainability initiatives, ABI encourages the submittal materials to be printed double-sided on recycled content paper and bound in recyclable 3-ring binders.

All submittals will be evaluated on the completeness and quality of the content. Only those Offerors providing complete information as required will be considered for evaluation. The ability to follow these instructions demonstrates attention to detail.

All submittals, qualification materials and addendum attachments will become part of the public file on this matter, without obligation to ABI. All costs incurred by the Offeror in preparation of the responses to this solicitation shall be borne solely by the Offeror; ABI shall not be liable for any of these costs. At no time will ABI provide reimbursement for submission of a response unless so stated herein.
1. COVER LETTER

The Cover Letter must include the following:
- The RFQ project title
- Name(s) of the person(s) authorized to represent the Offeror in any negotiations
- Name(s) of the person(s) authorized to sign any contract that may result
- Contact person’s name, mailing or street addresses, phone and fax numbers and email address

A legal representative of the Offeror, authorized to bind the firm in contractual matters, must sign the Cover Letter.

2. FIRM DESCRIPTION

Describe your firm’s legal structure, areas of expertise, length of time in business, number of employees, and other information that would be helpful in characterizing the firm. Describe the firm’s internal procedures and/or policies associated or related to work quality and cost control. Describe the resources available to perform the work for the duration of the project. Provide the address of the firm’s home office and the address of the office that will manage the project, if applicable.

3. EXPERIENCE

Briefly describe other projects executed by your firm that demonstrate relevant experience and that best characterize the firm’s capabilities, work quality and cost control. Also, list all public sector clients for whom you have performed similar work in the past five (5) years. For each project mentioned, include the name, address and phone number of a person who can be contracted regarding your performance on the project. The Project reference list may be included in the Attachments – Supporting Materials section of the response.

When submitting projects for which your firm worked in an auxiliary capacity or in a joint venture or partnership, include the name of the lead firm.

Please remember that any extensive descriptions of vaguely related projects are discouraged and could negatively impact the overall outcome of the evaluation.

4. PROJECT TEAM

Provide a professional resume for the key personnel, including key personnel of any major sub-consultants, proposed to be assigned to the project. Describe their unique qualifications and relevant experience on similar or related projects. Describe key personnel’s proposed roles and responsibilities on this project. Resumes may be included in the Attachments – Supporting Materials section of the response.

Response submittals must identify a proposed Project Manager who would be responsible for the day-to-day management of project tasks and would be the primary point of contact with your firm. Describe the Project Manager’s experience with right of way negotiations and acquisitions and similar projects. List other projects to which the proposed Project Manager is currently assigned.
5. PROJECT APPROACH  Briefly articulate your understanding of the project. Describe the tasks that must be accomplished in order to complete the project. Provide a narrative description accompanied with a work-flow diagram of how the firm proposes to execute the tasks during each phase of the project. Identify the products that would result from each task. Your firm should rely on its expertise and experience with similar projects to demonstrate how it will effectively complete the proposed project.

If applicable, discuss any unique aspects of the project, alternatives approaches ABI might wish to consider or special considerations related to programmatic/funding requirements.

6. RESPONSE FORMS  The following forms found in Exhibit G must be completed and submitted with the response:

Proposal Submission Form
Disadvantaged Business Enterprise Utilization Plan
DBE Compliance Form
Certificate of Ineligible Contractors
Form of Business
Lobbying Certificate
Receipt of Addenda
Contractors Affidavit
S.A.F.E. Affidavit

7. SUPPORTING MATERIAL  Supporting material may include project references, project team resumes and other information pertinent to the project.

SECTION 7 EVALUATION CRITERIA

EVALUATION CRITERIA  Each response shall be evaluated on the following criteria, weighting and maximum points as follows:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cover Letter</td>
<td>5</td>
</tr>
<tr>
<td>Description of Firm</td>
<td>5</td>
</tr>
<tr>
<td>Overall Experience</td>
<td>30</td>
</tr>
<tr>
<td>Project Team/DBE</td>
<td>35</td>
</tr>
<tr>
<td>Project Approach</td>
<td>15</td>
</tr>
<tr>
<td>Response Forms</td>
<td>10</td>
</tr>
<tr>
<td>TOTAL MAXIMUM POINTS</td>
<td>100</td>
</tr>
</tbody>
</table>

PROTESTS  Any protest of the RFQ solicitation documents or process shall be submitted for resolution to Lisa Y. Gordon, ABI’s Chief Operating Officer (86 Pryor Street, SW, Suite 300, Atlanta, GA 30303).
Such protest shall be in writing and shall be supported by the information necessary to enable the protest to be considered. A protest will not be considered if it is insufficiently supported or it is not received within the time limits specified herein. A protest based upon terms, conditions or form of a proposed procurement action prior to submission of response, shall be submitted so that it is received by ABI no later than ten (10) calendar days following notification of the action by ABI.

A written final determination on any protest will be rendered by ABI and shall be provided to the protester as soon as practicable. FTA Circular 4220.1F, Chapter 7.

SECTION 8
TERMS AND CONDITIONS

The Atlanta BeltLine Westside project will be funded using federal and state funding sources and shall be executed in a manner that would not preclude using federal funding sources for future phases. As a result, the services described in this RFQ must meet federal contracting requirements and regulations listed in Exhibit D.

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 their responsibility to serve as an effective steward of public funds while advancing the project. Proposed terms and conditions will be provided to those firms or teams selected to advance to the presentation/interview stage of the solicitation process.

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 may, without some restriction on future activities, result in an unfair competitive advantage to the contractor or consultant or impair the contractor or 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 no organizational conflict of interest exists.

The involvement of a particular party in development of scopes of work, related materials and technical documents for this Project creates an organizational conflict of interest which, in ABI’s opinion, may not be able to be resolved. An exception may be granted for a firm that was contracted for a specific, finite scope of work unrelated to this project and whose contract was executed after issuance of the RFQ document.

Code of Ethics. The ABI code of ethics applies to this solicitation. The Code of Ethics is included as Exhibit E.

Change of Team Members or Key Personnel. Inasmuch as firms and/or teams will be judged based on their response to the Request for Qualifications, any subsequent changes to the organization that was rated by the Evaluation Committee may result in a different ranking of the team and/or may result in their failing to be determined to be qualified to perform the work.
In order for a Proposing firm / team to remain qualified to submit a proposal, the Consultant or a Joint Venture team identified in the response to the Request for Qualifications must remain on the team for the duration of the procurement process and any subsequent contract award.

**Buy America.** This solicitation is subject to the Buy America provisions of the applicable federal regulations. The Firms or Team who is awarded a contract may be required to complete Buy America certifications as a part of the contract.

**Background Checks and Drug Testing.** The selected Design Engineering Consultant 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.F.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2). See Exhibit G.

**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 Offeror 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 Offeror to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI and the COA shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Offeror to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of Proposing firm / team to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Offeror shall be required to indemnify ABI and COA for any and all costs, expenses, or claims arising from such matter(s).
SECTION 9
EXHIBITS AND FORMS

A. CORRIDOR MAP – ATLANTA BELTLINE WEST

B. SCHEDULE OF TARGETED PROPERTIES

C. COMMUNITY ENGAGEMENT STRATEGY

D. FEDERAL AND STATE REQUIREMENTS (INCLUDES EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS)

E. ATLANTA BELTLINE INC. CODE OF ETHICS

F. SAMPLE CONTRACT

G. SUBMITTAL FORMS
   - PROPOSAL SUBMISSION FORM
   - DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN
   - DBE COMPLIANCE FORM
   - CERTIFICATE OF INELIGIBLE CONTRACTORS
   - FORM OF BUSINESS
   - LOBBYING CERTIFICATE
   - RECEIPT OF ADDENDA
   - CONTRACTOR’S AFFIDAVIT FOR O.C.G.A. § 13-10-91(b)(1)
   - O.C.G.A. § 50-36-1(e) (2) S.A.F.E. AFFIDAVIT
EXHIBIT A
ATLANTA BELTLINE WEST
## EXHIBIT B
### SCHEDULE OF TARGETED PARCELS

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EXHIBIT C

COMMUNITY ENGAGEMENT

ATLANTA BELTLINE, INC. COMMUNITY ENGAGEMENT FRAMEWORK POLICIES

The respondent will collaborate with the ABI Community Engagement team and follow the ABI Community Engagement framework and policies [http://beltline.org/about/work-with-us/rfps-and-rfqs/](http://beltline.org/about/work-with-us/rfps-and-rfqs/). Collaboration is to include but is not limited to assisting with content development for public meetings, meeting organization, attending public meetings, meeting summaries, public notification via email, or direct mail, etc.

The respondents approach to community engagement shall be compatible with our study group and citywide conversation meeting approach as outlined in the Community Engagement Framework.

*Please note that all media outreach, and social media for public meeting is handled exclusively by ABI’s Office of Communications.*
FEDERAL AND STATE REQUIREMENTS
(INCLUDES EQUAL EMPLOYMENT OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS)

1. Federal Changes - The Consultant shall at all times comply in all material respects with all applicable Federal Transit Administration (FTA), Federal Highway Administration (FHWA), Department of Transportation (DOT), Environmental Protection Agency (EPA), State of Georgia Department of Transportation (GDOT), Environmental Protection Division (EPD) and Department of Natural Resources (DNR) regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this Agreement, whether or not such regulations, policies, procedures or directives are specifically referenced in this Agreement. Consultant’s failure to so comply shall constitute a material breach of this Agreement.

2. Drugfree Workplace - The Consultant shall comply with the terms of the State of Georgia and the U.S. DOT regulations for Drugfree Workplace Requirements, 49 C.F.R. Part 29, Subpart F.

3. Debarment and Suspension - The Consultant shall comply with U.S. DOT regulations, "Government wide Debarment and Suspension" (Non-procurement). This requirement shall pass to any and all subconsultants engaged to perform services under the Agreement.

4. Program Fraud and False or Fraudulent Statements or Related Acts - The Consultant acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Agreement, the Consultant certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Consultant further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Consultant to the extent the Federal Government deems appropriate.

The Consultant also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the Consultant, to the extent the Federal Government deems appropriate.

The Consultant agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.
5. Lobbying - Pursuant to the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.], Consultants (such as the Consultant) who apply or bid for an award of $100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying" as described below:

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] 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 an 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 making lobbying contacts to 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]
6. Interest of Members of or Delegates to Congress - In accordance with 18 U.S.C. Section 431, no member of, or delegate to, the Congress of the United States shall be admitted to any share or part of the Agreement or to any benefit arising therefrom.

7. Organizational Conflict of Interest - Prior to entering into this Agreement, the Consultant is required to inform ABI of any real or apparent organizational conflict of interest. Such organizational conflict of interest exists when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the Consultant, or may impact the Consultant’s objectivity in performing the contract work.


A. Race, Color, Creed, National Origin, Sex – In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Consultant agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, “Equal Employment Opportunity,” as amended by Executive Order No. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Consultant agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

B. Age – In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Consultant agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Consultant agrees to comply with any implementing requirements FTA may issue.

C. Disabilities – In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Consultant agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,”
The Consultant also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

9. Clean Air - The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to ABI and understands and agrees that ABI will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

10. Clean Water - The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to ABI and understands and agrees that ABI will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The Consultant also agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

11. Access to Records and Reports – The Consultant agrees to provide ABI, and as and to the extent applicable, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions. As and to the extent applicable, the Consultant also agrees, pursuant to 49 C.F.R. 633.17, to provide the FTA Administrator or his authorized representatives including any PMO Consultant access to Consultant's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Consultant agrees to maintain all books, records, accounts and reports required under this Agreement for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Consultant agrees to maintain same until ABI, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

12. Energy Conservation - The Consultant agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in any state energy...

13. Incorporation of Federal Transit Administration (FTA) and Federal Highway Administration Terms and Conditions - The preceding provisions include, in part, certain Standard Terms and Conditions required by FTA, DOT, FHWA and GDOT as a part of its Local Administered Project Manual dated December 1, 2008 as amended, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any ABI requests, which would cause ABI (the City or The Atlanta Development Authority) to be in violation of FTA, FHWA, DOT or GDOT terms and conditions.

14. Disadvantaged Business Enterprise – The Consultant, its sub recipients or subconsultants shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as ABI deems appropriate.

15. Access Requirements For Persons With Disabilities – The Consultant agrees to comply with the requirements of 49 U.S.C. § 5301(d) which expresses the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement those policies. The Consultant also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

1. U.S. DOT regulations, “Transportation Services for Individuals with Disabilities (ADA),” 49 C.F.R. Part 37;
(8) U.S. Federal Communications Commission regulations, “Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled,” 47 C.F.R. Part 64, Subpart F; and
(9) FTA regulations, “Transportation for Elderly and Handicapped Persons,” 49 C.F.R. Part 609; and
(10) Any implementing requirements FTA may issue.

16. Fly America Requirements – The Consultant agrees to comply with 49 U.S.C. 40118 (the “Fly America” Act) in accordance with the General Services Administration’s regulations at 41 CFR Part 301-10, which provide that recipients and sub recipients of Federal funds and their Consultants are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Consultant shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Consultant agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

17. No Government Obligation to Third Parties - ABI and Consultant acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to ABI, Consultant, or any other party (whether or not a party to the Agreement) pertaining to any matter resulting from the underlying Agreement. Consultant agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subconsultant who will be subject to its provisions, or to include additional federal requirements which are determined to be applicable to work contemplated in this RFQ.
OVERVIEW

The following is the Code of Ethics (the “Code”) to which board members and 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 official or employee of the company 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 board member and employee of ABI must avoid even the appearance of impropriety in any business dealings.

Each board member and officer of ABI shall also 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.).

This Code is not intended to replace any conflict of interest policy to which a board member or employee is obligated to comply based upon their employment or political status.

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 the Atlanta BeltLine, Inc.

“Contractors” refers to all persons and entities that furnish products and/or services to ABI under a service or consulting 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 the 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 material 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 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.

Nepotism:
The employment of relatives within ABI may cause actual or perceived conflicts of interest and make it difficult to ensure a comfortable and conducive work environment. ABI endeavors to avoid employment of relatives wherever possible; however, in situations where needed skills are rare or otherwise not readily available or obtainable, and the relative either has the requisite skills or is considered a subject matter expert, management can make an exception to this policy. A member of an employee’s immediate family may not be employed without approval of the President and CEO. If approved, the employee will not serve at any time in a supervisory relationship with a relative or within the same department. Immediate family includes a 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 an employee’s household, whether or not they are related to the employee.

If two employees marry while employed or become part of the same household, then they will be treated in accordance with this section. Any conflict will be dealt with by ABI and may result in termination of employment for one or both employees based solely on the decision by ABI’s President and CEO.

**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:

1. Review alleged violations of the Code, ABI policies, or any other law or regulation;
2. Educate and train all Covered Persons to ensure an understanding and awareness of the Code and ethics issues periodically;
3. Advise Covered Persons regarding ethics questions and concerns; and,
4. 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) 614-8323. 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 senior staff of ABI. The Ethics Officer and President and CEO may consult
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 Senior Executive Team, which shall include the Vice President and General Counsel, the COO and the Director of Finance.

If the Senior 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 Senior Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Senior 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 Senior Executive Team may take into consideration the recommendation from the Ethics Officer.

The Senior Executive Team’s decision shall be governed by the preponderance of the evidence standard. The decision of the Senior 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 or a recommendation for removal of a member of the Board of Directors.

In the event that the President and CEO recommends termination of an employee or removal of a member of the Board of Directors for violation of the Ethics Policy and/or other ABI policies and procedures, the employee or board member may appeal said action to the full 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. If the matter involves a member of the Board of Directors, the board member who is the subject of the complaint shall not have a vote in the decision regarding the appeal of a disciplinary sanction against him or her. The decision of the Board of Directors shall be final.
EXHIBIT G
SUBMITTAL FORMS

PROPOSAL SUBMISSION FORM

DBE COMPLIANCE FORM

CERTIFICATE OF INELIGIBLE CONTRACTORS

FORM OF BUSINESS

LOBBYING CERTIFICATE

RECEIPT OF ADDENDA

CONTRACTOR’S AFFIDAVIT

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

PROJECT FEE RATE SCHEDULE
PROPOSAL SUBMISSION FORM

Atlanta BeltLine Project

__________________________________________________________
Name of Respondent)

The above Respondent hereby submits its Proposal, consisting of the following items: (Instructions: Specifically list all items submitted with the Proposal, including number of narrative pages, etc.

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 Amendments numbered ______ through ______.

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

3. The Real Estate Broker, other Major Participants and key personnel indicated by the Respondent in its Statement of Qualifications 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 Statement of Qualifications are still complete and accurate as of the date hereof.

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

6. This Proposal is responsive.

7. 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]

__________________________________________________________
[Name and Title Printed]
DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

PROPOSAL PERCENTAGE: % _______ MBE _______ FBE _______ SBE

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

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TOTAL
CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

CERTIFICATION OF LOWER-TIER PARTICIPANTS REGARDING
DEBARMENT, SUSPENSION AND
OTHER INELIGIBILITY AND VOLUNTARY EXCLUSION

The Lower Tier Participant (potential sub-grantee or sub-recipient under an FTA project, potential third party contractor or potential subcontractor under a major third party contract) certifies, by submission of this response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

(If the Lower Tier Participant is unable to certify to any of the statements in this certification, such participant shall attach an explanation to this response.)

THE LOWER TIER PARTICIPANT (POTENTIAL SUB-GRANTEE OR SUB-RECIPIENT UNDER AN FTA PROJECT, POTENTIAL THIRD PARTY CONTRACTOR OR MAJOR THIRD PARTY CONTRACT) CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENT SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ ARE APPLICABLE THERE TO.

________________________________________
Signature and Title of authorized Official

Check appropriate box:

☐ The undersigned chief legal counsel for ________________________________ hereby certifies that ________________________________ has authority under State and Local law to comply with the subject assurances and that the certification has been legally made.

________________________________________
Signature of Applicant’s Attorney

______________________________
Date

☐ Respondent does not have a “chief legal counsel”.

☐ The undersigned chief legal counsel for ________________________________ hereby certifies that ________________________________ has authority under State and Local law to comply with the subject assurances and that the certification has been legally made.
FORM OF BUSINESS

Name of respondent: ________________________________________________

Principal Business Address: ________________________________________________

______________________________

Phone: __________________________   Fax: _________________________

Website:____________________________________________________

1. What form of business is your organization? (Check One)
   ☐ Sole Proprietorship
   ☐ Partnership ( ☐ Limited    ☐ General)
   ☐ Corporation

2. If a corporation, when and where was your organization incorporated?

3. If a limited partnership, when and where is your organization certified?

4. If not certified or incorporated in Georgia is your organization authorized to do business in Georgia?
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 or any agency, a Member of Congress, an officer or employee of Congress or any 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 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, an officer or employee of Congress or an employee of a Member of Congress with **THIS** Federal Contract, grant, loan or cooperative agreement,** the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when the transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Date: _____________________________________________________

Signature: ___________________________________________________________________

Name: ___________________________________________________________________

(Print)

Title: ___________________________________________________________________
# RECEIPT OF ADDENDA

ADDENDA RECEIVED:

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If no addendum was received, write None Received:

________________________________________

Date:  ______________________________________

Signature:___________________________________

Name:______________________________________

(Print)

Title:______________________________________
By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the 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 period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91 (b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

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<th>Federal Work Authorization User Identification Number</th>
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Name of Contractor:__________________________________________________

Name of Project:_____________________________________________________

Name of Public Employer: ____________________________________________

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

Executed on ______________ , __, 2014 in Atlanta, Georgia

___________________________
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 ____________________, 2014

___________________________
Notary Public
My Commission Expires: ____________________
NOTARY SEAL
O.C.G.A. § 50-36-1(e) (2) S.A.F.E. AFFIDAVIT

By executing this affidavit under oath, as an applicant for a(n) contract, as referenced in O.C.G.A. §50-36-1, from the Atlanta BeltLine, Inc., the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ x ____ I am a United States citizen.

2) ________ I am a legal permanent resident of the United States.

3) ___________ I am a 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-l(e)(l), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

A Georgia Driver’s License.

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 Atlanta (city), Georgia (state).

__________________________
Signature of Applicant

__________________________
Printed Name of Applicant

Subscribed and sworn before me on this the ____ day of January, 2014

__________________________
NOTARY PUBLIC
My Commission Expires:

PROJECT FEE RATE SCHEDULE
EXHIBIT G

SAMPLE COST ESTIMATION AND APPRAISAL CONSULTING SERVICES CONTRACT
CONSULTING SERVICES AGREEMENT

FOR

COST ESTIMATION AND APPRAISAL SERVICES

THIS CONSULTING SERVICES AGREEMENT (the "Agreement") is made this ___ day of January, 2014 by and between ATLANTA BELTLINE INC., a Georgia Nonprofit (hereinafter “ABI”) and __________________________, a _________ company authorized to do business in the State of Georgia (the “Consultant”).

W I T N E S S E T H:

WHEREAS, The Atlanta Development Authority d/b/a Invest Atlanta (“Invest Atlanta”) 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”);

WHEREAS, ABI has been formed by Invest Atlanta 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 now desires to engage the consulting services of a cost estimation and appraisal firm to assist with its ROW Acquisition for the project (the “Project”); and

WHEREAS, the Consultant possesses the necessary knowledge, skills, ability and expertise to competently perform the functions and services for which the Consultant will be engaged under this Agreement and ABI wishes to engage the Consultant for the purpose of providing said services described in detail in the scope of services attached as Exhibit “A”; and

WHEREAS, the Consultant has agreed to provide said Cost Estimation and Appraisal services to ABI and ABI has agreed to accept said services; and

WHEREAS, the parties desire to enter into this Agreement to set forth the obligations and the services to be performed by the Consultant for such Cost Estimation and Appraisal services.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, 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 that certain Response to Proposal attached hereto as Exhibit A - Scope of Services, which Exhibit A is attached hereto and incorporated herein by reference. In connection with the Services, ABI and the Consultant acknowledge and
agree that ABI has engaged the Consultant as an independent contractor, and not as an employee of ABI. The Consultant is not an officer or agent of ABI and has no authority to bind ABI to any contractual obligation or otherwise. The 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, the Consultant agrees to provide ABI with a written proposal, complete with an estimate of additional costs, for any additional services prior to proceeding with additional services. ABI shall not be responsible for paying the Consultant any fees or compensation for any additional services the Consultant performs without the prior written consent of ABI.

3. **Compensation.** Subject to the approval of all invoices by the ABI, ABI agrees to pay, and the Consultant agrees to accept the compensation for the Scope of Services based on the project fee (the “Project Fee”) of each work order (the “Work Order”). The amount of the Project Fee shall be set forth in the Work Order and will be mutually agreed upon and approved by ABI prior to commencement of Work. The Project Fee includes all expenses (as hereafter defined) incurred by the Consultant in connection with its performance of the Services under this Agreement. The Consultant shall invoice ABI for the Project Fee upon completion of the Project. Payment shall be made to the Consultant within thirty (30) days following receipt of invoice.

The Contractor shall submit Invoices for payment each month for review and approval by ABI. In addition to other required items, each Invoice submitted for payment shall be accompanied by the following, all in form and substance satisfactory to ABI and the City, and in compliance with applicable statutes of the State of Georgia:

(i) A completed S.A.F.E. Affidavit. A copy of which is enclosed as Exhibit “B”.

(ii) A detailed description of the services performed and a Disadvantage Business Entity (DBE) report showing funds disbursed to DBEs during each invoice period. A copy of which is enclosed as Exhibit “C”

(iii) A DBE Invoice Summary. A copy of which is enclosed as Exhibit “D”

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

4. **Term.** The term of this Agreement shall be from January __, 2014 through December 31, 2014 (the "Contract Term"), unless sooner terminated by either party as provided herein. The Contract Term may be extended by written agreement of the parties. 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 the Consultant unless specifically agreed to in writing by both parties.
5. **Termination.** Either party shall have the right to terminate this Agreement upon thirty (30) days written notice, with or without cause.

6. **Ownership of Documents.** All materials, documents, reports or other written materials of any kind prepared by the Consultant in connection with this Agreement (the “Documents”) shall be deemed Works for Hire and shall become the sole property of ABI. Upon the termination of this Agreement, Consultant shall deliver to ABI Project Manager all Documents generated or worked on by the Consultant. Consultant agrees that 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 without any additional compensation due to the Consultant. Consultant hereby agrees not to assert and waives and releases any claim to an ownership interest in or to any intangible property rights in the material generated for ABI including but not limited to the right to publication, trademark and copyright claims as a part of the compensation paid to Consultant herein.

7. **Confidentiality.** 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 the Consultant that all work and materials prepared in connection with the Scope of Services provided under this Agreement are confidential. Dissemination of all materials produced from this Agreement will be handled by the person or persons ABI’s Board of Directors designate as its project manager in connection with the Scope of Services provided under this Agreement (the “ABI Project Manager”). The confidential information shall be used by the 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 the Consultant without ABI’s prior written consent. The 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 the Consultant, the Consultant shall immediately inform ABI Project Manager, who shall advise the 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, the 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 the Consultant in connection with any legal proceedings (excepting costs and expenses resulting from the Consultant’s negligence or willful misconduct). ABI Board of Director’s Project Manager for this Agreement shall be Brian Hooker.

8. **Insurance.** In conjunction with the execution of this Agreement, the Consultant shall provide evidence of business liability insurance to ABI to cover the acts and omissions of the Consultant and the Consultant's principals, employees and agents in rendering the Services within the scope of and in compliance with this Agreement.
9. **Miscellaneous Provisions.**

   a) Indemnification. Consultant agrees to indemnify and hold harmless ABI, its officers, directors, employees and agents from any and all losses, expenses, demands and claims ("Claims") against ABI, its officers, directors, agents and employees sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance of Consultant's duties hereunder, except when such Claims result from the gross negligence or willful misconduct of ABI.

   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, the other party shall be entitled to invoke any remedy available under this Agreement or bylaw 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. 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) In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

   i) Consultant acknowledges that the participants identified as members of its team in the Response to the Request for Proposal as finalized after consultation with Company are a
material term of this Agreement. Any deviation from any of the members of the team must be approved by Company. Consultant also agrees to use its best commercial efforts to retain the key personnel, agents and/or sub-consultants identified in its response to the RFQ. Consultant hereby covenants and agrees to notify Company when it has terminated or replaced key personnel in connection with the performance of the services under this Agreement.

j) Time is of the essence of this Agreement due to the nature of the federal funding.

k) 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.
86 Pryor Street
Suite 300
Atlanta, GA 30303
Attn: Director of Real Estate
Telephone: _____________
Fax: _________________

With a copy to:
Atlanta BeltLine, Inc.
86 Pryor Street, Suite 200
Atlanta, Georgia 30303
Telephone:(404) 477-3690
Telecopy:_______________
Attention: Vice President and General Counsel

If to the Consultant:
_________________________
_________________________
_________________________
_________________________

Telephone: ______________
Telecopy: _________________
Attention:_______________

A duplicate copy of each notice, certificate or other communication given hereunder by either ABI or the Consultant to any one of the others shall also be given to all of the others. ABI or the Consultant may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.
10. **Media.** The 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 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’s Project Manager. If approved, ABI will coordinate with the Consultant in the public dissemination of information about the work related to this engagement and unless and until ABI approves in writing, the Consultant shall not communicate any information related to the BeltLine to government officials, the press, publications and other media, or press releases.

11. **Conflicts.** ABI and the Consultant recognize that given the business of the Consultant and the scope of the BeltLine TAD there may be other clients or potential clients of the Consultant related to the Atlanta BeltLine initiative. The parties agree that the intent and desire is to limit any conflicts and any potential conflicts and issues and, in that regard, the Consultant shall fully disclose to ABI any of its existing clients in connection with the Atlanta BeltLine Project 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 related engagement. Upon being advised of a potential conflict from the Consultant, ABI will review and determine the course of action to address the conflict. ABI agrees to work in good faith with the Consultant to resolve any conflicts.

12. **Consent to Jurisdiction, Waiver of Jury Trial.** The Consultant hereby consents to the jurisdiction of any state court within Fulton County, Georgia or any federal court located within the Northern District of the State of Georgia, for any proceeding or dispute arising out of this Agreement and consents that all service of process be made by registered or certified mail directed to the Consultant at the address indicated in Section 8(h) or at such other address as the Consultant may have designated in writing to ABI, and service so made shall be deemed to be completed upon the earlier of actual receipt thereof or three (3) days after deposit in the United States mail, proper postage prepaid and properly addressed. To the extent permitted by law, the 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 convenient 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 the Consultant, and the 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. **Nature of Agreement.** The rights and duties hereby granted to and assumed by Consultant are those of an independent contractor only. Nothing contained herein shall be so construed as to constitute the relationship hereby created between Consultant and ABI as an employment, a partnership, a joint venture, an agency or other similar relationship. No
provision of this Agreement shall be construed to constitute Consultant or any of its officers or employees as an employee or employees of ABI. Neither ABI, nor Consultant shall have the power to bind the other party to another agreement except as may be provided in this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ATLANTA BELTLINE, INC.

a Georgia nonprofit corporation

By: _______________________

Paul F. Morris
President and CEO

Attest:

By:________________________________   CORPORATE SEAL

Lee Harrop, Assistant Secretary

Approved as to form:

By:________________________________

Patrise Perkins-Hooker
Vice President and General Counsel

Funding Code Source: ________

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]
CONSULTANT

By: ______________________
Name
Title

Attest:

By: ______________________
Name:
Title
EXHIBIT A

SCOPE OF SERVICES

(To be taken from the RFQ)
EXHIBIT B

S.A.F.E. AFFIDAVIT

O.C.G.A. § 50-36-1 (e)(2)

By executing this affidavit under oath, as an applicant for a construction contract, as referenced in O.C.G.A. §50-36-1, from the Atlanta BeltLine, Inc., the undersigned applicant verifies one of the following with respect to my application for a public benefit:

1) _____ x _____ I am a United States citizen.

2) _______ I am a legal permanent resident of the United States.

3) _________ I am a 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-l(e)(l), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:

A Georgia Driver’s License.

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 Atlanta, Georgia.

________________________________________
Signature of Applicant

________________________________________
Printed Name of Applicant

Subscribed and sworn before me on this the ____ day of January, 2014.

________________________________________
NOTARY PUBLIC
My Commission Expires:
EXHIBIT “C”

DBE UTILIZATION FORM

SUBCONTRACTOR/SUBCONSULTANT UTILIZATION AND DBE PARTICIPATION CERTIFICATION

Contract: ______________________________  Effective Date of Report _______________

Contract Date: ________________

Total Contract Amount: Base: __________

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 the specific DBE will provide under the contract.

Contractor/Consultant: ____________________________________________________________

1. 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 your 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.

2. 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:_________________

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 either the Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier and 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_____%
Percentage Value of Total Contract awarded to DBE firms ________ %

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: ________________________