REQUEST FOR QUALIFICATIONS (RFQ)
Statement of Qualifications (SOQ)

Design Guidelines

Pre-Submittal Conference Call:
May 22, 2018 at 10:00 am EST
Call in number: (404) 602-9526 (pin# 3010832915)

SOQ Submittals Due: June 8, 2018, by 3:00 pm EST
Submit one (1) printed original, four (4) complete copies and one (1) electronic copy in PDF format (flash drive) to:

Atlanta BeltLine, Inc.
Attention: Subrena Clark, Procurement Manager
100 Peachtree Street, NW, Suite 2300
Atlanta, Georgia 30303
(Located in The Equitable Building Downtown Atlanta)
For Driving, Transit and Parking Directions, please view:
https://beltline.org/contact/#driving-directions

*Late submittals will not be accepted.

Submittals shall be sealed and marked with RFQ Title – Design Guidelines

No email or facsimile submittals will be accepted.

Refer all questions in writing no later than May 29, 2018 by 3:00 pm EST to:
Subrena Clark, Procurement Manager
procurement@atlbeltline.org or sclark@atlbeltline.org
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SECTION 1: INTRODUCTION

Section 1.1: Purpose of Solicitation

Atlanta BeltLine, Inc. ("ABI") requests Statements of Qualifications (SOQ) from firms or individuals ("Respondent") to create design review guidelines that will supplement Part 16 of the Zoning Resolution, Chapter 36, “BeltLine Overlay District Regulations,” http://atlanta.elaws.us/code/coor_ptiii_pt16_ch36. Respondents should possess, among other Responses, relevant experience in developing architectural design guidelines.

The BeltLine Overlay Design Guidelines, hereafter "Design Guidelines," are intended to serve as a set of statements and illustrations that support the objectives set forth in the BeltLine Overlay District Regulations. Areas of emphasis include preserving and enhancing the desired character of existing neighborhoods, improving the aesthetic and functional quality of new development projects, and promoting sustainability and resilience in the built environment within the BeltLine Overlay. Design Guidelines are to be organized primarily according to land use and building typology, with careful consideration given to projects that are BeltLine-adjacent.

Specifically, the Design Guidelines shall provide ABI’s Design Review Committee (DRC) with a comprehensive set of best practices and context-specific preferences for private development in the BeltLine Overlay District. The document will guide sound decision-making as the DRC carries out its mandate to ensure design excellence and a high standard for quality development around the Atlanta BeltLine. The document will provide a consistent reference point for recommendations that encourage projects in the BeltLine Overlay to:

• Reflect local community history and values;
• Engage with the surrounding environment;
• Support sustainability, resilience, safety, and public health; and,
• Promote infrastructure for walking, biking, accessibility, and transit-connectedness.

The Design Guidelines are not intended to impose overly proscriptive restrictions on design and form. Rather, this document should be structured to adapt over time in order to accommodate changes in economic conditions, community needs or priorities, and consensus views on best design practice.

The contract term shall be for seven months of services.

SECTION 2: PROJECT HISTORY

Section 2.1: Atlanta BeltLine Overview

The Atlanta BeltLine is the most comprehensive transportation and economic development effort ever undertaken in the City of Atlanta and among the largest, most wide-ranging urban redevelopment programs currently underway in the United States. The Atlanta BeltLine is a sustainable redevelopment project that will provide a network of public parks, multi-use trails and transit along an historic 22-mile railroad corridor circling downtown and connecting many neighborhoods directly to each other (the “Project”). ABI is the entity tasked with planning and executing the implementation of the Atlanta BeltLine in partnership with other public and private organizations, including City of Atlanta departments.

In mid-2014, Mayor Kasim Reed tasked ABI with building a tool to assist the City of Atlanta’s Office of Planning and Community Development in guiding development around the Atlanta BeltLine according to the Atlanta BeltLine Subarea Master Plans. ABI’s Board of Directors approved the outline for a proposed Design Review Committee (DRC); an advisory group of subject-matter experts that would provide design consultation, review, and recommendations for all Special Administrative Permits within a half-mile of the Atlanta BeltLine corridor. The Atlanta City Council formally authorized the creation of the DRC in a March, 2015 resolution.
SECTION 3: PROJECT PARTICIPANTS AND ROLES

Section 3.1: Participants and Roles

The Project is being developed through Atlanta BeltLine, Inc. The Project is funded in part using Tax Allocation District (TAD) funds, TAD-funded Bonds, Transportation Special Purpose Local Option Sales Tax (TSPLOST), philanthropic funds, and other many other funds. Roles and responsibilities of the parties are generally outlined below.

Atlanta BeltLine, Inc. (ABI) – Atlanta BeltLine, Inc.’s vision is to be the catalyst for making Atlanta a global beacon for equitable, inclusive, and sustainable city life. As one of the largest, most wide-ranging urban redevelopment programs in the United States, the Atlanta BeltLine is building a more socially and economically resilient Atlanta with our partner organizations and host communities through job creation, inclusive transportation systems, affordable housing, and public spaces for all. For more information on the Atlanta BeltLine, please visit www.BeltLine.org.

Formed in 2006 by The Atlanta Development Authority d/b/a Invest Atlanta, ABI is the entity tasked with planning and implementation of the Atlanta BeltLine project in partnership with various entities including the City of Atlanta. ABI’s functions include specifically defining the Atlanta BeltLine Strategic Implementation 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 implement all elements of the approved Atlanta BeltLine Redevelopment plan, including the coordination of planning and execution with other City of Atlanta departments, and managing all vendors and suppliers.

The Atlanta Development Authority d/b/a Invest Atlanta (IA) – IA was formed in 1997 as a public body corporate and politic of the State of Georgia. Invest Atlanta is the official economic development authority for the City of Atlanta. Its purpose is to strengthen Atlanta’s economy and global competitiveness in order to create increased opportunity and prosperity for the people of Atlanta. Invest Atlanta is governed by a nine-member board of directors, chaired by the Mayor of Atlanta. Invest Atlanta's programs and initiatives focus on developing and fostering public-private partnerships to accelerate job creation/economic growth, neighborhood revitalization/investment and innovation/entrepreneurship. Invest Atlanta’s economic tools include bond financing, revolving loan funds, housing financing, tax increment financing and tax credits.

ABI has assigned designated Staff to oversee the successful Respondent’s work and to provide support as needed. Additional specific requirements may be determined during contract negotiations.

Section 3.2: ABI Work/Tasks

ABI Work/Tasks
ABI's Community Planning & Engagement staff will oversee the successful Respondent’s work.

Deliverables
Deliverables shall be as described in the Scope of Work and are considered to be those tangible work products to be delivered to ABI. All deliverables will become the property of ABI.
Section 4.1: Project Description

The successful Respondent(s), referred to herein as the “Consultant (s)”, shall deliver a set of Design Guidelines compiled in a single, comprehensive document. Firms shall have a minimum of ten (10) years relevant experience and possess a strong knowledge of the Atlanta BeltLine project and its planning areas.

ABI will retain control and provide direction for all Design Guideline Services.

Section 4.2: Scope of Work

The successful Respondent, hereafter “Consultant,” shall deliver to ABI a set of Design Guidelines, compiled in a single, comprehensive document. The document shall be structured in a series of design-specific typologies in order to efficiently address a wide breadth of design considerations relevant to public and private space in the BeltLine Overlay. The document shall provide elaboration and guidance on the design-specific provisions contained in the BeltLine Overlay District Regulations; however, it must also address additional topics identified in section 4.1.

The Design Guidelines shall be communicated primarily through qualitative descriptions, specifications, photographs, and other visual examples, including but not limited to plans, street sections, elevations, renderings, maps, and data visualizations. Brief case studies that showcase examples of good design principles may also accompany these elements, at the Consultant’s discretion.

In particular, the document shall include a more streamlined interpretation of the “Systems Analysis Map,” an infographic found in the Atlanta BeltLine Corridor Design Typologies that visually delineates the physical conditions found along the length of the Atlanta BeltLine corridor (see the Atlanta BeltLine Typologies; 2013 revision, sheets 8-9; http://beltline.org/wp-content/uploads/2013/12/AtlantaBeltLineTypologies_reduced.pdf). This graphic should effectively convey to land developers and others a sense of existing character areas and environmental conditions along the 22-mile corridor and at key points of interest within each Subarea, as identified by ABI staff.

The Consultant shall devote a section of the Design Guidelines document to urban green infrastructure Best Management Practices (BMP) – see Exhibit A.2.

More broadly, in addition to presenting green infrastructure typologies and examples of best practices for the design of each, the Consultant should propose a framework of incentives for private developers to utilize sustainable design and green building practices in the BeltLine Overlay. This section shall draw on salient examples from Atlanta and elsewhere.

SECTION 5: PROJECT QUALIFICATIONS AND REQUIREMENTS

ABI is seeking highly qualified firms and therefore, in order to be considered responsive, Respondents must meet the following requirements:

1. Possess qualifications enabling the successful completion of the technical services herein described for Atlanta BeltLine, Inc;

2. Possess qualifications enabling the successful completion of the Planning and Implementation services for Atlanta BeltLine, Inc.
3. Possess thorough understanding and practical experience with the City of Atlanta with regards to zoning, land use, urban design and architecture, as well as sustainability.

4. Have performed work on projects of this size, type and/or complexity.

5. Have demonstrated experience in managing interfaces between and among planning and design disciplines, the community, and contractors/consultants/sub-consultants.

6. Have been in business a minimum of ten years.

7. Possess all applicable licenses and registrations to perform design services in the State of Georgia.

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

9. Must demonstrate an overall combination of skills, prior work experience, business reputation, commitment to diversity, and success with engaging members of the community on projects such as this.

10. Demonstrate and articulate a unique understanding of the Atlanta BeltLine mission and vision based on the work that has been completed to date.

SECTION 6: QUALIFICATION SUBMITTAL REQUIREMENTS

Statement of Qualifications and Technical Requirements

PROCESS

Issuance of this RFQ is intended to produce a short-list of firms best qualified to participate in a selection interview. Only those firms or individuals that respond to this RFQ and meet or exceed the requirements contained in this RFQ will be eligible for consideration.

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

DBE PARTICIPATION

ABI is committed to the practice of non-discrimination in the selection of firms’ members and relationships with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine Project. ABI strongly encourages participation by DBEs (FBE, MBE, SDB and SBE entities) in all contracts issued by ABI. Minority and Female Owned Business Enterprises must be certified by Georgia Department of Transportation, the City of Atlanta, Georgia Minority Supplier Development Council, MARTA, or the Federal Government. SBE participants must be certified by the City of Atlanta. SDB participants must be certified by the U.S. Small Business Administration (SBA). Applicants must include copies of DBE certifications with their SOQ.

QUESTIONS

Questions and requests for clarification regarding this RFQ must be directed in writing, via email, to the person listed below. The deadline for submitting such questions/clarifications is May 29, 2018, by 3:00 PM, EST. If a substantive
clarification is in order, ABI will issue an addendum to all recorded holders of the RFQ no later than 72 hours prior to the date the response to this solicitation is due. All questions of a material nature will be shared with all registered firms/teams and posted on the ABI website.

Subrena Clark, Procurement Manager  
E-mail: sclark@atlbeltline.org

**RESPONSE**  
By submitting Responses, the Respondent is accepting the Terms and Conditions found in Section B.

**QUALIFICATIONS DUE**  
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 RFQ with the project title and the name and address of the Respondent. Responses received after time or date listed herein shall not be considered. Responses received after the scheduled closing time for filing may be returned to the Respondent unopened.

**PROCUREMENT SCHEDULE:**

Questions/Inquiries due May 29, 2018 by 3pm, EST  
Addendum Issued May 31, 2018 by 3pm, EST  
Responses due June 8, 2018 by 3pm, EST (Late submittals are not accepted.)

**PROTESTS**  
Any protest related to this procurement, the solicitation documents or process shall be submitted for resolution to Atlanta BeltLine, Inc.’s Procurement Officer, 100 Peachtree Street, NW, Suite 2300, 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 if it is not received within the time limits specified herein. A protest based upon terms, conditions, or form of a proposed procurement action shall be submitted so that it is received by ABI no later than (5) business 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.

**QUALIFICATIONS REQUIREMENTS**

The Statement of Qualifications (SOQ) must be clear, succinct and **not exceed 15 double sided pages with a minimum font size of 12 points.** Each page shall be numbered, in a format of Respondent’s choice. Cover pages, tabs, Response Forms and appendix materials shall not count toward the page limit. Pages that exceed the page limitation may not be read or considered. Response form and supporting materials should be submitted in a separate tab and shall not count toward the page limit.

All Responses will be evaluated on the completeness and quality of the content. Only those Respondents providing complete information as required will be
considered for evaluation.

All Response materials and attachments will become part of the public file on this matter, without any obligation or liability to ABI. All costs incurred by the Respondent in preparation of the responses to this solicitation, including presentations to ABI and/or for participation in an interview shall be borne solely by the Respondent; ABI shall not be liable for any of these costs. At no time will ABI provide reimbursement for submission of a response.

1. COVER LETTER

A Cover Letter shall be attached to every Response Submittal.

The Cover Letter must include the following:
• RFQ Project title – Design Guidelines
• Name(s) of the person(s) authorized to represent the Respondent in any negotiations;
• Name(s) of the person(s) authorized to sign any contract that may result from this solicitation;
• Contact person’s name, mailing or street addresses, phone and fax numbers and email address

A legal representative of the Respondent who is authorized to bind the Respondent 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 with or related to work quality and cost control. Describe the availability of resources 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 different.

3. STATEMENT OF APPROACH

Include a detailed statement of approach for completing the Scope of Work prescribed in Section 4 of the RFQ. Please provide a typical range for the costs of services and typical turnaround time.

4. PROJECT TEAM & TEAM EXPERIENCE

Include an organizational chart detailing the division of responsibilities among key personnel. Respondents may provide a professional resume for the key personnel to be assigned to the project. If provided, resumes must be included as an attachment to the Technical Responses form that is attached hereto as Exhibit A.3.

Responses must identify a proposed Project Manager who will be responsible for the day-to-day management of project tasks and identify the primary point of contact with your firm.

Submit a minimum of three examples of projects that you or your firm have completed, and that are reflective of the subject of this RFQ. For each example, identify the type of project, size, budget, company's role, client name and contact information, and indicate what role (if any) the proposed Project Manager or other
team members had.

When submitting projects for which an individual 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.

5. PROJECT UNDERSTANDING

ABI will evaluate the Respondent’s role and commitment to delivering solutions that meet or exceed the minimum technical requirements as defined in the Scope of Work.

Describe the tasks that must be accomplished in order to complete the Project. Provide a narrative description of how the firm proposes to execute the tasks. Identify the products that would result from each task.

Your firm shall 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 and/or alternative approaches and/or special considerations ABI might wish to consider.

6. CERTIFICATION

Persons or entities providing Responses to this solicitation shall submit a Certificate of Existence from the Georgia Secretary of State if responding on behalf of a business entity, along with any professional certifications relied upon by the Respondent in responding to this RFQ.

7. SUPPORTING MATERIAL

Supporting material may include resumes and other information pertinent to the Project.

8. RESPONSE FORMS

The following forms found in Exhibit A ("Submittal Forms") must be completed and submitted with the Responses:

• Technical Responses Form
• Disadvantaged Business Enterprise (DBE) Utilization Submission Form
• S.A.V.E. Program Affidavit
• Contractor Affidavit Under O.C.G.A. §13-10-91-(b)(1)
• Receipt of Addenda (signature page of each addendum if any issued)
• Certification of No Organizational Conflict of Interest Certification Form
• Certification Form
• Subcontractor Affidavit under § 13-10-91
• Sub Subcontractor Affidavit under § 13-10-91
• Submittal Checklist
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>Weighting</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Team &amp; Team Experience</td>
<td>35</td>
<td></td>
</tr>
<tr>
<td>Statement of Approach</td>
<td>30</td>
<td></td>
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<tr>
<td>Project Understanding</td>
<td>20</td>
<td></td>
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<tr>
<td>Firm Description</td>
<td>10</td>
<td></td>
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<tr>
<td>Cover Letter</td>
<td>5</td>
<td></td>
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<tr>
<td><strong>TOTAL MAXIMUM POINTS</strong></td>
<td><strong>100</strong></td>
<td><strong>Points</strong></td>
</tr>
</tbody>
</table>

An evaluation committee convened by ABI will evaluate the proposals. At the discretion of ABI, follow-up interviews may be conducted before a final selection is made. The interview shall focus on the proposal presentation, team skills, and the ability to organize a vision and data.

PROTESTS

Any protest of the procurement solicitation documents or process shall be submitted for resolution to:

Atlanta BeltLine, Inc.
Attn: Procurement Officer
100 Peachtree Street NW, Suite 2300
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 five (5) 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.*

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Section 8: Terms and Conditions

8.1: Contract Terms and Conditions

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

GENERAL TERMS AND CONDITIONS
A. All applicable State of Georgia and Federal Laws, City of Atlanta and County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondent and the Project throughout and incorporated herein. The Agreement with the selected Respondent, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the Agreement, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
B. Professionals requiring special licenses must be licensed in the State of Georgia and shall be responsible for those portions of the work as may be required by law.
C. No Proposal shall be accepted from and no Contract will be awarded to any person, firm, or corporation that is in arrears to ABI, IA, or the City of Atlanta, under debt or contract that is a defaulter, as surety or otherwise, upon any obligation to ABI, IA or the City of Atlanta that is deemed irresponsible or unreliable by ABI, IA or the City of Atlanta. If requested, the Respondent or proposed subcontractor (if retained as a manager) shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.
D. From the date a Respondent’s Proposal is received through the date a Contract is awarded to a Respondent, no Respondent may make substitutions, deletions, additions or other changes in the configuration of its Proposal without ABI’s express written consent.
E. This RFQ may be canceled or any or all bids or Responses may be rejected in whole or in part when it is in the best interest of ABI or when funding is not available for completion of the services requested under this RFQ. In the event that this RFQ is cancelled, a notice of cancellation shall be sent to all persons, firms, or entities that submitted responses to this RFQ.
F. Respondent’s status shall be that of an independent contractor, and neither it nor any of its employees or subcontractors is or shall be an agent, servant or employee of ABI, IA or the City;
G. Respondent shall defend, indemnify, and hold harmless ABI, IA and the City of Atlanta against any and all claims, judgments or liabilities to which they may be subject because of any negligence or fault or default by the Respondent, its consultants, or sub-consultants.
H. Respondent shall agree to the Superior Court of Fulton County as the venue in any legal action or proceeding between the Respondent and ABI, IA or the City.

Organizational Conflicts of Interest and Excluded Parties. An organizational conflict of interest exists when the nature of the work to be performed under a proposed contract or lease may, without some restriction on future activities, result in an unfair competitive advantage to the Contractor or impair the Consultant’s objectivity in performing the work. Clarifications may be sought by submitting a letter requesting clarification and stating the reasons why the firm believes a potential organizational conflict of interest exists. In preparing this solicitation, a review of existing contracts with ABI should be undertaken, and the Respondent shall make known any consultants, subcontractors or sub-consultants that are specifically excluded from participating in this solicitation. All who respond to this RFQ shall complete the Certification of No Organizational Conflict of Interest attached hereto as part of Exhibit A.7 and submit it as part of its response to this RFQ. A response that does not contain this completed form is subject to disqualification.
ABI’s existing prime or lead contractors, consultants, subcontractors or sub-consultants are excluded from being eligible to submit a response to this RFQ except under the following circumstances:
1. If the contractor, consultant, subcontractor or sub-consultant completes the Certification of No
Organizational Conflict of Interest; and
2. If ABI’s Vice President and General Counsel agrees that the contractor, consultant, subcontractor, or sub-consultant has no organizational conflict of interest.  
If the above conditions are met, the Respondent may be considered eligible to participate in this RFQ.

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

**PAYMENT**
ABI shall make any applicable payment within (60) to (75) days upon receipt, inspection and acceptance of the work and all documentation required by ABI.

**INSURANCE REQUIREMENTS**
The Respondent shall at all times during the term of the contract maintain insurance policies consistent and in full compliance with the following requirements or their equivalent (the "Insurance Requirements"): 

a) Statutory Worker's Compensation Insurance
   1. Including Waiver of Subrogation in favor of the Atlanta BeltLine, Inc., Invest Atlanta and the City of Atlanta

b) Commercial General Liability Insurance
   - $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate; 
   - The following additional coverage must apply:
     i. 2013 or later ISO Commercial General Liability Form.
     ii. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
     iii. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13
     iv. Blanket Contractual Liability (included in 1986 or later forms)
     v. Broad Form Property Damage (included in 1986 or later forms)
     vi. Severability of Interest (included in 1986 or later forms)
     vii. Underground, explosion, and collapse coverage (included in 1986 or later form)
     viii. Personal Injury (deleting both contractual and employee exclusions)
     ix. Incidental Medical Malpractice
     x. Sudden and Accidental Pollution Coverage
     xi. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
     xii. Primary and Non-Contributory wording

c) Automobile Liability Insurance
   i. $1,000,000 combined single limit of liability per accident for bodily injury and property damage
   ii. Commercial form covering owned, non-owned, leased, hired and borrowed vehicles
   iii. Additional Insured Endorsement
   iv. Waiver of Subrogation Endorsement

1 After this RFQ has been published, no Respondent shall make direct contact with any member of ABI staff other than the person listed on the first page of this RFQ.
d) Professional Liability Insurance with limits of $2,000,000 per claim and $4,000,000 in aggregate.

e) Contractual Liability, Subject to Policy Term, Conditions and Exclusions (while not a separate coverage this line was included within the original WTW specs).

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

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

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

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

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

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

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

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

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

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

**Change of Team Members or Key Personnel.** Inasmuch as firms and/or teams will be judged based on their response to the RFQ, any subsequent changes to the Respondent's response that was rated by the evaluation committee may result in a different ranking of the team and/or may result in the firm and/or team failing to be determined to be qualified to perform the work.
In order for a firm/team to remain qualified to submit a proposal, the Contractor or a joint venture team identified in the response to the RFQ must remain on the team for the duration of the procurement process and any subsequent contract term.

**Buy America. N/A**

**Background Checks and Drug Testing.** The selected Contractor may be required to implement a drug free workplace program including pre-employment testing and background checks, including social security number verification. Any employee assigned to the Project may be subject to background screening through “Livescan” administered by the Georgia Bureau of Investigation.

**Federal Work Authorization.** Pursuant to O.C.G.A. §13-10-91, qualifying contractors and subcontractors performing work within the State of Georgia on a contract with ABI must register and participate in a federal work authorization program. A certification form verifying participation in such a program will be required of all Respondents in addition to the S.A.V.E. Program Affidavit required by the COA in compliance with O.C.G.A. §50-36-1 (e) (2). *See Exhibit A.5.*

**Prevailing Wage.** Not applicable.

**Proprietary Information.** ABI recognizes that material in its possession or in the possession of the COA or any other government agency is subject to public examination and copying under the Georgia Open Records Act, O.C.G.A. §50-18-70, et.seq. (The “Act”). **Respondent has the obligation to identify proprietary information and trade secrets by clearly marking the documents “Trade Secret” as required by the Act.** If ABI receives any request under the Act to examine or copy any of the Proprietary Information obtained pursuant to this Agreement, it will immediately notify the Respondent of such request and will respond to the requesting party within the time allowed by law, indicating to the requesting party that the information requested constitutes trade secrets and therefore is considered by ABI to be exempt from disclosure under the Act. Notwithstanding the foregoing, it shall be the obligation of Respondent to take appropriate, timely legal action to secure the nondisclosure of the information requested, at its sole expense. ABI shall cooperate in any action at law or equity in any court of competent jurisdiction to permit the Respondent to seek a protective order or other relief to prevent the disclosure of the Proprietary Information of any other firm/team to parties requesting disclosure under the Georgia Open Records Act; provided, however, that Respondent shall be required to indemnify ABI, IA and COA for any and all costs, expenses, or claims arising from such matter(s).

**EX PARTE COMMUNICATION:**
Please note that to insure the proper and fair evaluation of a proposal or bid, ABI prohibits *ex parte* communication initiated by a Bidder or Respondent to an ABI employee, consultant, contractor, volunteer, board member, graduate or undergraduate fellow, City of Atlanta official (i.e. City Council member, Mayor, etc.), or any ABI Affiliates, evaluating or considering the proposal or bid prior to the time a selection has been made. Communication includes, but is not limited to fax, phone call, email or any type of social media and in-person. Communication between a Bidder or Respondent and ABI must be directed in writing to the Procurement Officer or other contact person designated by ABI only. The Procurement Officer or designated contact person will obtain the information or clarification needed. *Ex parte* communication may be grounds for disqualifying the offending Bidder or Respondent from consideration or award of a bid or proposal and repeat offenders may be disqualified from responding to solicitations for future projects.
This section consists of abbreviations, definitions, and general rules of interpretation.

**ABI.** Atlanta BeltLine, Inc. – a funding partner for the Project, developer of assets, project manager and technical lead for the Project, and the contracting entity on behalf of Invest Atlanta and the City of Atlanta.

**Agreement/Contract.** The document executed by ABI and the Consultant entitled “Design Guidelines Agreement”. ABI reserves the right to make changes to this draft agreement based upon the final agreed upon scope of work and the negotiations with the selected Respondent.

**Apparent Successful Respondent.** The Respondent that submits the Responses that ABI, in its sole opinion, considers the best overall value in accordance with the procedures set forth in the RFQ. The apparent successful Respondent will not be awarded the Contract if:

A. The Respondent fails to comply with all applicable pre-award and pre-execution requirements of the RFQ and/or Contract,

B. The parties are unable to reach agreement during negotiations on the final terms of the Contract, or

C. ABI chooses not to award a Contract.

**Atlanta BeltLine Redevelopment Plan** – The Atlanta BeltLine’s initial redevelopment plans to combine greenspace, trails, transit, and new development along 22 miles of historic rail segments that encircle Atlanta’s urban core.

**City of Atlanta (COA).** A technical and programmatic partner for the project, and the ultimate Owner of portions of the project assets that are within its right-of-way.

**Design Review Committee (DRC).** An advisory group of subject-matter experts that would provide design consultation, review, and recommendations for all Special Administrative Permits within a half-mile of the Atlanta BeltLine corridor. The Atlanta City Council formally authorized the creation of the DRC in a March 2015 resolution.

**Design Guidelines.** A set of overarching and topic-specific guidance – communicated through text and visual illustrations – that promotes design principles consistent with community values and aspirations. These values can include aesthetics and construction quality, neighborhood character and historic preservation, public art, mobility and accessibility, sustainability, and community resilience. These guidelines may provide a design-oriented complement to zoning and land-use requirements.

**Disadvantaged Business Enterprise (DBE).** A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and also control management and daily business operations. African Americans, Hispanics, Native Americans, Asian-Pacific and Subcontinent Asian Americans, and women are presumed to be socially and economically disadvantaged. Other individuals can also qualify as socially and economically disadvantaged on a case-by-case basis.

**Environmental Best Management Practices (BMPs).** Structural and managerial approaches – and combinations thereof – that reduce storm water runoff pollution using vegetative ("green") and built ("gray") infrastructure solutions to treat rain where it falls.

**Key Personnel.** Those persons that the responding firm or team identifies as critical to the successful completion of the work and/or services that are the subject of this solicitation.
Notice to Proceed. “Notice to Proceed” means “Notice to Commence Work”.

Respondent. One who submits a Proposal in response to a Request for Proposal/Qualifications in a competitive solicitation.

Owner(s). The legal or record owner of the property on which the Project is to be constructed, generally the City of Atlanta or The Atlanta Development Authority d/b/a Invest Atlanta, acting by and through ABI, the Owners’ implementation agent for this Project.

Plans. When the context so indicates, “Plans” mean applicable conceptual, planning, design and drawings, including plan, profile, typical cross sections, Working Drawings, Standard Details, Supplemental Standard Details, and Supplemental Drawings or reproductions thereof or electronically displayed equivalents that show the location, character, dimensions, and details of the Work.

Project Manager. The person on the Contractor’s team who will be responsible for the management and integration of all components resulting from this Contract. The Project Manager shall be responsible for all aspects of the project including the quality of the end product.

Project Records. Records or data of any type on any media including those produced by the Contractor of Record or its subcontractors, suppliers, or manufacturers that are related to the Project. Project Records may include, but are not limited to:

A. Plans
B. Working Drawings
C. Specifications
D. Stakeholder comments
E. Design notes and computations
F. Catalog cuts
G. Schedules and schedule updates or revisions
H. Quality Control Plans and related documentation
I. Equal opportunity and affirmative action
J. Progress Meeting records
K. Partnering records
L. Correspondence
M. DBE participation records
N. E-mails
O. Any other documents related to the scope of work.

Respondent. A person, firm or group responding to a Request for Statements of Qualifications.

Stakeholder. A person or group with an interest in the successful completion and subsequent use of a project.

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EXHIBIT A

RESPONSE FORMS

A.1 SCOPE OF WORK AND DELIVERABLES
A.2 LINKS TO SUPPORTING DOCUMENTATION
A.3 TECHNICAL RESPONSES FORM
A.4 S.A.V.E. AFFIDAVIT UNDER O.C.G.A. § 50-36-1(e)(2)
A.5 D B E Utilization Plan
A.6 CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91(b)(1)
A.7 CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST
A.8 CERTIFICATION FORM
A.9 RECEIPT OF ADDENDA
A.10 SUBCONTRACTOR AFFIDAVIT UNDER § 13-10-91
A.11 SUB SUBCONTRACTOR AFFIDAVIT UNDER § 13-10-91
A.12 SUBMITTAL CHECKLIST

EXHIBIT B

ABI CODE OF ETHICS

EXHIBIT C

SAMPLE AGREEMENT
EXHIBIT A.1

SCOPE OF WORK AND DELIVERABLES

Services
The successful Respondent shall provide services based upon tasks outlined below.

**TASK 1 GUIDELINES THAT ADDRESS DESIGN-SPECIFIC PROVISIONS OF THE BELTLINE OVERLAY DISTRICT REGULATIONS**

The Consultant’s first task in drafting the Design Guidelines document shall be to develop design standards and/or recommended best practices relevant to the design-related topics addressed in the **BeltLine Overlay District Regulations** See Exhibit A.2. These topics are addressed under the following headings contained in the Regulations:

- Transitional Uses and Yards
- Open Space Requirements and Incentives
- Site Limitations
- Sidewalks
- Supplemental Zone
- Relationship of Building to Street
- Signage
- Loading Areas, Loading Dock Entrances, and Building Mechanical and Accessory Features
- Driveway Curb Cuts, Driveways, and Parking Structures
- Lighting, Security, and Maintenance Requirements
- Minimum Landscaping Requirements for Surface Parking Lots
- Off-Street Parking and Loading Requirements
- Off-Street Bicycle Parking

The content of individual sections will vary depending on the topic in question, but shall consist of written descriptions; visual examples in the form of photographs, diagrams, site plans, street sections, conceptual illustrations, etc.; tabular data and specifications; or other formats, at the discretion of ABI and the Consultant.

**TASK 2 GUIDELINES THAT ADDRESS ADDITIONAL DESIGN TOPICS**

The Consultant shall also develop design standards and/or recommended best practices for additional relevant topics. Topics and subtopics of interest to ABI include:

- **Relationship of Building to Street (Additional):**
  - Alternative fenestration
    - Relaxed requirements could be applied in cases where an applicant agrees to place a mural on or plant additional landscaping along blank walls
  - Alternative screening methodologies
    - Guidelines for screening parking decks, transformers, etc.
    - Green walls
    - Public art: best practices for/examples of murals and other installations
  - Public plazas and street-level activation

- **Sidewalks (Additional):**
  - Expanded to include a “sidewalk hierarchy,” with design and configuration of
sidewalks dictated by street classification

• **Landscaping Requirements (Additional):**
  o Plant selection and siting, in general and at various distinct geographical areas within the Overlay District
  o Preferred and discouraged species, as identified by ABI staff

• **Relationship of Building to Surrounding Neighborhood:**
  o Scale, massing, and façade articulation compatible with neighborhood character
  o Compatibility with morphological context as defined in each Subarea Master Plan (consider “stepping down” from greater density to single-family residential, for example)

• **Relationship of Building to BeltLine Corridor (If Applicable)**
  o More rigorous design standards for buildings that address BeltLine trails or planned transit corridors
  o Scale, massing, and façade articulation compatible with neighborhood character, particularly with existing BeltLine-adjacent architecture in the neighborhood
  o More prescriptive standards for materials and color palette, compared with the general guidelines to be developed for the Overlay

• **Green Infrastructure**
  o Recommendations for incorporating green infrastructure practices into project design, including bioswales and rain gardens, porous pavements, green roofs, and cisterns
  o Green infrastructure in the Right of Way, where appropriate, including landscaped bulb-outs and street-adjacent bioswales
  o “Greening” impervious surface parking lots should be a point of particular emphasis, particularly for adaptive reuse projects
  o Tree planting and land conservation on sites where appropriate

• **Materials**
  o Identify encouraged materials (based on sustainability/green building principles or other demonstrated advantages)
  o Identify discouraged materials based on known safety, performance, or product lifecycle
  o Discourage use of an excessive number of different materials on a single structure

• **Public Art**
  o Encourage applicants to commission local artists to place, among other artistic forms, murals on blank walls
  o Incentives could include relaxed fenestration requirements on facades that incorporate public art

** TASK 3: DESIGN TYPOLOGIES **
Where appropriate, the Consultant shall develop topic-specific typologies, and use maps and other illustrations to indicate where within the BeltLine Overlay those different designs are preferred. Topics that merit special attention in this regard include:

• A hierarchy of **sidewalk standards** for the BeltLine Overlay that coincide with street classifications – arterial, collector, neighborhood street, etc. (See “Roadway Form and Function” typologies, pages 38-43, in City of Chicago’s [Complete Streets Chicago: Design Guidelines](http://www.chicago.gov/city/en/depts/cpd/prod/complete_streets.html) see Exhibit A.2.

• A spectrum of **Green infrastructure practices** and the most appropriate context for each.
BeltLine-adjacent urban form: recommended and discouraged design characteristics for various types of buildings along edges of the BeltLine corridor, across a spectrum of uses including small and large multifamily residential, commercial, and mixed-use developments.

Character areas along the 22-mile corridor: a more streamlined interpretation of the “Systems Analysis Map,” an infographic found in the Atlanta BeltLine Corridor Design Typologies that visually delineates the physical conditions found along the length of BeltLine (see 2013 revision, sheets 8-9) see Exhibit A.2. This graphic should effectively convey to land developers and others a sense of existing character areas and environmental conditions along the 22-mile corridor and at key points of interest within each Subarea, as identified by ABI staff.

**Task 4: Green Infrastructure and Sustainability Standards**

Building on the green infrastructure design guidelines developed as part of Task 2, the Consultant will also be charged with delivering, as an addendum to the complete Design Guidelines, a brief document that explores possible structures for a “green building” sustainable design standard for the BeltLine Overlay District. Such a standard might resemble City of Toronto’s “Toronto Green Standard,” a tiered model consisting of baseline requirements as well as a voluntary higher levels of environmental performance that developers may achieve—see Exhibit A.2.

The Consultant shall consider several alternative models for a sustainable design standard, weighing their efficacy and feasibility. Each should complement the City of Atlanta's so-called green building ordinance and the Atlanta Better Buildings Challenge (ABBC). Other salient reference documents include the Blueprint Midtown 3.0 (Overview and Action Plan) and Midtown Owner's Manual publications from Midtown Alliance—see Exhibit A.2.

In this context, the Consultant shall explore possible methods to incentivize high performance, such as an expedited DRC review process or awards to recognize exceptional sustainable design in the BeltLine Overlay. The Consultant shall also consider opportunities to integrate existing standards, such as LEED certification, into such a program.

**Task 5: Coordination with Existing Guidelines, Standards, and Legislation**

The purpose of this task is to coordinate with other studies, planning activities, zoning updates and development activity that has an impact on the Subarea Master Plan update including but not limited to:

- Development activity (e.g. Building Permits, Special Administrative Permits, and Land Disturbance Permits)
- City of Atlanta Transportation Plan (Connect Atlanta)
- City Design Project
- Transit Oriented Development (TOD) Planning
- BeltLine Street Framework Plan
- Neighborhood and Corridor Plans

- Department of Watershed Management plans (if applicable)
- City of Atlanta’s Zoning Audit
- Draft City of Atlanta I-Mix Zoning District
- City of Atlanta Green Building Ordinance
- City of Atlanta Post Development Storm Water Management Ordinance
- Green Infrastructure for Single Family Residences: COA Storm Water Guidelines
- Green Infrastructure for Small Commercial Development
- City of Atlanta Green Infrastructure Strategic Action Plan

**Task 6: Review of Best Practices in Peer Cities**

In addition to ensuring that Design Guidelines successfully interface with existing guidelines and policies in Atlanta, the Consultant shall review relevant literature from beyond Atlanta. Examples of particular interest include – see Exhibit A.2:

- City of Seattle, Department of Planning and Development. 2013. *Seattle Design Guidelines.*

Examples pertaining specifically to green infrastructure and sustainable design include:

- City of Toronto. "*Toronto Green Standard,*"
- District of Columbia Department of Transportation. 2014. *Greening DC Streets.*

**Task 7: Coordination with Subarea Master Plans**

The Consultant shall carefully review each of the existing Subarea Master Plans in order to ensure that the Design Guidelines effectively align with their recommendations.

**Task 8: Character Synopses for Distinct BeltLine Neighborhood Areas**

The Consultant shall develop brief descriptions of the character and built environment qualities found in different neighborhoods throughout the BeltLine Overlay, drawing on the list of neighborhoods below, which the Consultant shall combine in logical groupings according to proximity and similarities. Language should be accessible and geared toward property developers. In the process of developing these descriptions, the Consultant shall refer to any applicable neighborhood plan indicated in the list below – see Exhibit A.2, Neighborhood Plans:

<table>
<thead>
<tr>
<th>Neighborhood</th>
<th>Plan Details</th>
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</thead>
<tbody>
<tr>
<td>Adair Park</td>
<td>Just Us</td>
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<tr>
<td>Ansley Park</td>
<td>Knight Park/Howell Station</td>
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<tr>
<td>Ardmore Park</td>
<td>Lindbergh/Morosgo – PLAN 1 (2001)</td>
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<td>Benteen Park</td>
<td>Morningside/Lenox Park</td>
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<td>Berkeley Park</td>
<td>Mozley Park</td>
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<tr>
<td>Blandtown</td>
<td>Oakland City</td>
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<td>Brookwood</td>
<td>Ormewood Park</td>
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<tr>
<td>Brookwood Hills</td>
<td>Peachtree Hills</td>
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<tr>
<td>Cabbagetown</td>
<td>Peoplestown – PLAN 1 (1996)</td>
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<tr>
<td>Candler Park</td>
<td>Piedmont Heights</td>
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<tr>
<td>Location</td>
<td>Census Tract</td>
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<tr>
<td>Capitol View Manor</td>
<td>Poncey-Highland</td>
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<tr>
<td>Channing Valley</td>
<td>Reynoldstown</td>
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<tr>
<td>Chosewood Park</td>
<td>Rockdale</td>
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<td>Collier Hills - PLAN 1</td>
<td>Sherwood Forest</td>
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<tr>
<td>Colonial Homes</td>
<td>South Atlanta</td>
</tr>
<tr>
<td>Edgewood - PLAN 1 / PLAN 2</td>
<td>Sweet Auburn</td>
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<tr>
<td>English Avenue - PLAN 1</td>
<td>Sylvan Hills</td>
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<tr>
<td>Grant Park</td>
<td>The Villages at Carver</td>
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<tr>
<td>Grove Park</td>
<td>Underwood Hills</td>
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<tr>
<td>Harris Chiles</td>
<td>Vine City - PLAN 1</td>
</tr>
<tr>
<td>High Point</td>
<td>Virginia Highland</td>
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<tr>
<td>Home Park – PLAN 1</td>
<td>Washington Park – PLAN 1</td>
</tr>
<tr>
<td>Hunter Hills</td>
<td>West End</td>
</tr>
<tr>
<td>Inman Park – PLAN 1</td>
<td>Westview – PLAN 1</td>
</tr>
</tbody>
</table>

**Task 9 Community Engagement**

The Consultant shall implement a public involvement process consistent with the overall Community Engagement Framework approved by Atlanta City Council in July 2006. To that end, the Consultant shall lead on ABI's behalf two public meetings over the course of the project. In the first meeting, the Consultant shall outline the scope and purpose of Design Guidelines for the Atlanta BeltLine Overlay, and collect community input that may help shape the guidelines. Later in the project, the Consultant shall present a preliminary draft of the guidelines in a second public meeting and prepared to incorporate any substantive feedback from community members into a subsequent draft. Prior to each of the two meetings, the Consultant shall provide ABI staff an opportunity to review and approve all presentation content and meeting materials.

The Consultant shall produce all community engagement materials and shall document and catalog all participant comments to be addressed during the project. The content and materials developed for ABI’s community outreach efforts shall include project information sheets, meeting agendas, meeting presentations, web site content, and other materials needed to support project communications. The Consultant will participate in meeting facilitation and shall provide staff support for each of the two community outreach meetings.

**Task 10 Project Management**

The project shall be managed by a Project Manager assigned from ABI. The Consultant shall participate in periodic management briefings with members of the ABI and City of Atlanta Office of Planning team as well as with other Atlanta BeltLine partners as outlined below:

- Coordination Meetings: Lead coordination of bi-weekly meetings with the Atlanta BeltLine team.
- Team (“the team”), including representatives of Atlanta BeltLine, Inc. and the DRC, City of Atlanta Office of Planning, other City of Atlanta offices, and other stakeholders/implementation partners. The Consultant shall develop an agenda and meeting minutes for each meeting. The Consultant shall maintain an ongoing action item list that tracks progress of schedule, deliverables and other project activities for review at each meeting.
- Project Administration: Perform general administrative duties, including coordination with sub-consultants; preparation of invoices; meeting minutes; scheduling; record keeping; and file
management. Monthly progress reports shall be submitted to the assigned Project Manager with each invoice. Invoices shall not be processed until monthly progress reports have been received and reviewed by the project manager. Consultant shall set up and maintain FTP or other internet-based file sharing space for the duration of the project.

- The Project Management scope will be further expanded in the Contract period.
EXHIBIT A.2

LINKS TO SUPPORTING DOCUMENTATION

- Chapter 36. Beltline Overlay District Regulations
- The Atlanta BeltLine Corridor Design Typologies:
- Complete Streets Chicago: Design Guidelines
- Toronto Green Standard Version 3
- Overview: Moving Forward With Blueprint Midtown 3.0
- Blueprint Midtown 3.0 Action Plan
- Seattle Design Guidelines
- Los Angeles Department of City Planning, Residential Citywide Design Guidelines
- City of Minneapolis, Great Streets: Façade Design Guide
- Toronto City Planning: Design Guidelines for Greening Surface Parking Lots
- City of Toronto Guidelines for Biodiverse Green Roofs
- City of Philadelphia Green Streets Design Manual
- Greening DC Streets
Neighborhood Plans:

- Collier Heights 2013
  [https://www.atlantaga.gov/home/showdocument?id=11792](https://www.atlantaga.gov/home/showdocument?id=11792)
- Edgewood 2009 Plan 1
  [https://www.atlantaga.gov/home/showdocument?id=3065](https://www.atlantaga.gov/home/showdocument?id=3065)
- Edgewood 2011 Plan 2
  [https://www.atlantaga.gov/home/showdocument?id=3793](https://www.atlantaga.gov/home/showdocument?id=3793)
- English Avenue Plan 1 2006
  [https://www.atlantaga.gov/home/showdocument?id=3064](https://www.atlantaga.gov/home/showdocument?id=3064)
- Home Park Plan 1 (2002)
  [https://www.atlantaga.gov/home/showdocument?id=3802](https://www.atlantaga.gov/home/showdocument?id=3802)
- Inman Park Plan 1 (2013)
  [https://www.atlantaga.gov/home/showdocument?id=24212](https://www.atlantaga.gov/home/showdocument?id=24212)
- Lindbergh TSADS 2001
  [https://www.atlantaga.gov/home/showdocument?id=3803](https://www.atlantaga.gov/home/showdocument?id=3803)
- Loring Heights Neighborhood Master Plan 2012
  [https://www.atlantaga.gov/home/showdocument?id=3801](https://www.atlantaga.gov/home/showdocument?id=3801)
- Mechanicsville Community Redevelopment Plan Update 2004
  [https://www.atlantaga.gov/home/showdocument?id=3063](https://www.atlantaga.gov/home/showdocument?id=3063)
- Midtown Garden District Master Plan 1 (2017)
- Midtown Garden District Master Plan 2 (Blueprint Midtown 3 Action Plan) 2017
- Old Fourth Ward Master Plan 2004
  [https://www.atlantaga.gov/home/showdocument?id=3077](https://www.atlantaga.gov/home/showdocument?id=3077)
- Peoplestown Community Redevelopment Plan (1996) Update
  [https://www.atlantaga.gov/home/showdocument?id=3794](https://www.atlantaga.gov/home/showdocument?id=3794)
- Poncey-Highland Neighborhood Master Plan
  [https://www.atlantaga.gov/home/showdocument?id=2622](https://www.atlantaga.gov/home/showdocument?id=2622)
- Reynoldstown: 2000 and Beyond
  [https://www.atlantaga.gov/home/showdocument?id=3857](https://www.atlantaga.gov/home/showdocument?id=3857)
- Vine City 2004
  [https://www.atlantaga.gov/home/showdocument?id=3074](https://www.atlantaga.gov/home/showdocument?id=3074)
- Washington Park 2005
  [https://www.atlantaga.gov/home/showdocument?id=3074](https://www.atlantaga.gov/home/showdocument?id=3074)
- Westview 2011
  [https://www.atlantaga.gov/home/showdocument?id=3073](https://www.atlantaga.gov/home/showdocument?id=3073)
- Environmental Best Management Practices (BMPs)
EXHIBIT A.3
TECHNICAL RESPONSES FORM

(Name of Respondent)

The above Respondent hereby submits its Statement of Responses, consisting of the following items:
(Refer to the Project Requirements for additional instructions.) ABI reserves the right to make a Single award for the services required in this RFQ.
By signing below, the above Respondent hereby certifies that to the best of the Respondent’s knowledge and belief:

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

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

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

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

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

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

RESPONDENT

________________________________________  __________________________________________
Date       [Sign in Ink]

By: __________________________

[Name and Title Printed]
EXHIBIT A.4
S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)

ATLANTA BELTLINE, INC. AFFIDAVIT VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

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

1) __________ I am a United States Citizen.
2) __________ I am a legal permanent resident 18 years of age or older.
3) __________ I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

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

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

______________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute. Executed in __________(city), __________(state).

______________________________  _______________________
Signature of Applicant                  Date:

______________________________
Printed Name of Applicant:

Sworn to and subscribed before me
this ____ day of _____________, 201___

______________________________
Notary Public
My commission expires: ___________________
EXHIBIT A.5

DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION PLAN

PROPOSAL PERCENTAGE MBE: __________

PROPOSAL PERCENTAGE FBE: __________

PROPOSAL PERCENTAGE SBE: __________

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

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<th>Description of Work</th>
<th>Value</th>
<th>% Of Project</th>
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TOTAL
EXHIBIT A.6

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

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

Federal Work Authorization User Identification Number

______________________________
Date of Authorization

______________________________
Name of Contractor

______________________________
Name of Project

______________________________
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct. Executed on __, 20__ in ____________ (city). ______ (state).

By: _____________________________
Signature of Authorized Officer or Agent

______________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the __________ day of ____________, 20__. 

______________________________ (NOTARY SEAL)
NOTARY PUBLIC
My Commission Expires: __________
EXHIBIT A.7
CERTIFICATION OF NO ORGANIZATIONAL CONFLICT OF INTEREST

Respondent’s Name: ("Respondent")

Respondent’s attention is directed to provisions of the Request for Responses (RFQ) regarding organizational conflicts of interest and the restrictions applicable to such conflicts. Respondents are advised that certain firms will not be allowed to participate on any Respondent’s team for the Project because of their work with ABI or the City of Atlanta in connection with the Project or the Project’s procurement. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFP for the Project.

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

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

2. Explanation
In the space provided below, and on supplemental sheets as necessary, identify steps the Respondent or other entities have taken or will take to avoid, neutralize, or mitigate any organizational conflicts of interest described herein.
3. Certification
The undersigned hereby certifies that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Certification of No Organizational Conflict of Interest, other than as disclosed above. I understand that if the information I provided is determined by ABI to be false or misleading, my Statement of Response is subject to disqualification and/or my contract is subject to termination. I also understand that if ABI determines that an organizational conflict exists, my Statement of Response is subject to disqualification and/or my contract is subject to termination.

Signature

Name
(type or print)

Title

Company Name

Date

, 201__

FOR OFFICIAL ABI USE ONLY:

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

Vice President and General Counsel
Atlanta BeltLine, Inc.

Date
EXHIBIT A.8
CERTIFICATION FORM

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

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

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

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

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

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

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

__________________________________________  __________________________
Printed Name                        Signature

Sworn to and subscribed before me
this _____ day of ________________, 2018.

__________________________________________
Notary Public

My commission expires _____________________.

(NOTARY SEAL)
EXHIBIT A.9

RECEIPT OF ADDENDA

Design Guidelines

INCLUDE SIGNATURE PAGE OF EVERY ADDENDUM ISSUED
EXHIBIT A.10

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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

_____________________

Federal Work Authorization User Identification Number

_____________________

Date of Authorization

_____________________

Name of Subcontractor

_____________________

Name of Project

_____________________

Name of Public Employer

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

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

By: _________________________________

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the

____ day of __________, 20__.

_____________________

NOTARY PUBLIC

My Commission Expires: ____________________ [NOTARY SEAL]
EXHIBIT A.11

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

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

_____________________________________
Federal Work Authorization User Identification Number
_____________________________________
Date of Authorization
_____________________________________
Name of Sub-subcontractor
_____________________________________
Name of Project
_____________________________________
Name of Public Employer

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

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

By: ______________________________________
Signature of Authorized Officer or Agent

_____________________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
____ day of __________, 201__.

_____________________________________
NOTARY PUBLIC

My Commission Expires: _______________
[NOTARY SEAL]
EXHIBIT A.12

Bid Submittal Check List

Project: RFQ DESIGN GUIDELINES

The following submittals shall be completed and submitted. Please verify that these submittals are in the envelope before it is sealed. Each document shall be completed notarized (if applicable), and/or executed as appropriate. The checklist may not be inclusive of all forms. It is the Respondent’s responsibility to submit a responsive and responsible submittal.

<table>
<thead>
<tr>
<th>Item Number</th>
<th>REQUIRED ITEMS</th>
<th>Check (✓)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Request for Responses Submittal</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>The outside of the envelope shall plainly identify the RFQ with the project title, and the name and address of the Respondent.</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>One (1) original, four (4) complete copies and (1) one electronic copy in a single PDF format (flash drive) of the Respondent’s Proposals based on requirements of RFP</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Acknowledgement of Addenda (if any) – Exhibit A.9</td>
<td></td>
</tr>
</tbody>
</table>

REQUIRED EXHIBITS AND FORMS

EXHIBIT A

A.1 Reviewed Scope of Work and Deliverables
A.2 Reviewed Links to Supporting Documentation
A.3 Technical Response Form
A.4 S.A.V.E Affidavit Under O.C.G.A 50-36-1(e)(2)
A.5 Disadvantaged Business Enterprise (DBE) Utilization Plan
A.6 Contractor Affidavit Under O.C.G.A 13-10-91 (b) (1)
A.7 Certification of No Organizational Conflict of Interest
A.8 Certification Form
A.9 Receipt of Addenda
A.10 Subcontractor Affidavit under § 13-10-91
A.11 Sub -subcontractor Affidavit under § 13-10-91
A.12 Bid Submittal Checklist

EXHIBIT B

Reviewed ABI Code of Ethics

EXHIBIT C

Reviewed Sample Agreement

Date: ________________

Firm Name: ____________________________________________

By: ____________________________________________

Title: ____________________________________________
EXHIBIT B
ATLANTA BELTLINE,
INC
CODE OF ETHICS

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

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

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

Definitions

- Celebration - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for the Atlanta BeltLine, Inc.
- Contractors - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI's board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of 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 monetary or other benefit to the Covered Person or Family Members.

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

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

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

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

Investigations and Hearings
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.

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
the subject of the complaint. The Executive Team will conduct a hearing on the issues with the parties. At such hearing, the Executive Team shall determine (1) whether the subject of the complaint has violated the Ethics Policy or other ABI policies and procedures and, if so (2) what disciplinary action should be taken. The Executive Team may take into consideration the recommendation from the Ethics Officer.

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

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

REMAINDER OF PAGE LEFT BLANK INTENTIONALLY
EXHIBIT C
SAMPLE FORM OF AGREEMENT

DESIGN GUIDELINES AGREEMENT

This DESIGN GUIDELINES AGREEMENT (this “Agreement”) is made and entered into as of this __ day of __________, 2018 (the “Effective Date”), by and between Atlanta BeltLine, Inc., a nonprofit corporation duly organized and existing under the laws of the State of Georgia (“ABI”) and _________________, a (describe entity) authorized to do business under the laws of the State of Georgia (the “Contractor”). Individually, ABI and Contractor may be referred to in this Agreement as a “Party” and collectively as the “Parties.”

WITNESSETH:

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

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

WHEREAS, in performing its responsibilities to coordinate the redevelopment activities of the BeltLine TAD, ABI desires to engage the services of a Contractor to provide full service, comprehensive operating and property management services to ABI for the development of property located at 1050 Murphy Avenue, SE, Atlanta, Georgia and commonly known as Murphy Crossing (the “Services”); and

WHEREAS, ABI solicited Responses from qualified firms to furnish the Services in a Request for Responses and Technical Responses (RFQ) for Design Guidelines issued on __________ ___, 2017; and

WHEREAS, the Contractor submitted Responses and a RESPONSES in response to ABI’s request; and

WHEREAS, ABI selected the Contractor to provide the Services described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference.

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

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

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

3. **Compensation.** ABI shall pay Contractor a fee not to exceed ______________________ Dollars and XX/100 ($XX, XXX.XX) as full compensation for all services furnished and performed pursuant to this Agreement by Contractor, including its employees, subcontractors, and anyone working at its direction. With the exception of on call, non-routine billed services, this fee shall represent total compensation regardless of any circumstances, whether or not those circumstances were foreseeable at the time of the execution of this Agreement. The fee shall be invoiced in twenty-four monthly installments during the course of the Contract Term, as defined in Section 4 herein. Each installment shall represent full and final, non-refundable payment for all services and materials provided prior to the due date. Amounts paid to the Contractor shall comply with and not exceed the sums listed in the Contractor's Cost RESPONSES/Fee Schedule, consisting of (1) one page attached hereto as Exhibit “B” and incorporated herein by reference.

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

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

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

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

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

If, at any time during the Contract Term, Contractor alters or decreases the level of DBE participation without the express written permission of ABI, ABI shall have the right to terminate this agreement by giving Contractor thirty (30) days’ written notice.

Provided that a request for payment is received by ABI no later than the 10th day of a month, ABI shall make payment to Contractor not later than sixty (60) days following the receipt of the payment request and all related support documentation. If a request for payment is received by ABI after the date fixed above, payment shall be made by ABI no later than seventy-five (75) days after ABI receives a complete request for payment and all related supporting documentation.

4. Term. The term of this Agreement shall begin on ________ and end on ________ (the “Contract Term”), unless sooner terminated by either party as provided herein. The Contract Term may be extended only by written agreement of the Parties. ABI shall have the option to renew the term of this Agreement for three additional one-year periods, which shall automatically renew unless ABI notifies the Contractor of its intent not to renew this Agreement sixty (60) days prior to the expiration of the Contract Term or any extension of the Contract Term. The Parties shall agree to a reasonable extension of the Contract Term in the event of unavoidable delays not due to the negligence or willful misconduct of the Party seeking the extension. An agreement by the Parties to extend the Contract Term in order to complete the Services prescribed in this Agreement shall not obligate ABI to make any additional payments to Contractor unless specifically agreed to in writing by both Parties.

a) Contractor shall begin the work described in the Scope of Services immediately upon receipt of a Notice to Proceed.

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

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

6. **Ownership of Documents.** All documents, reports or other written materials of any kind prepared by Contractor in connection with this Agreement (the “Documents”) shall become the sole property of ABI and ABI shall have the right to use and duplicate such Documents, as ABI deems appropriate and in ABI’s sole discretion, in connection with this and any other project of ABI.

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

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

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

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

a) Statutory Worker’s Compensation Insurance
   1. Including Waiver of Subrogation in favor of the Atlanta BeltLine, Inc.

b) Commercial General Liability Insurance
   1. $1,000,000 limit of liability per occurrence for bodily injury and property damage and $2,000,000 in the aggregate;

   The following additional coverage must apply:
   a. 2013 or later ISO Commercial General Liability Form.
   b. Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
   c. Additional Insured Endorsement CG2010 04 13 and CG2037 04 13
   d. Blanket Contractual Liability (included in 1986 or later forms)
   e. Broad Form Property Damage (included in 1986 or later forms)
   f. Severability of Interest (included in 1986 or later forms)
   g. Underground, explosion, and collapse coverage (included in 1986 or later form)
   h. Personal Injury (deleting both contractual and employee exclusions)
   i. Incidental Medical Malpractice
   j. Sudden and Accidental Pollution Coverage
   k. Waiver of Subrogation in favor of Atlanta BeltLine, Inc.
   l. Primary and Non-Contributory wording

c) Automobile Liability Insurance
   1. $1,000,000 combined single limit of liability per accident for bodily injury and property damage

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

   3. Additional Insured Endorsement

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

e) Contractual Liability, Subject to Policy Term, Conditions and Exclusions (while not a separate coverage this line was included within the original WTW specs).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If to ABI:

Atlanta BeltLine, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attn: ____________
Phone: (404) 477-XXXX
Fax: (404) 477-3006
Email: ____________

With a copy to:

Atlanta BeltLine, Inc.
100 Peachtree Street, NW
Suite 2300
Atlanta, GA 30303
Attn: Nina Hickson, Vice President and General Counsel
Phone: (404) 477-3690
Fax: (404) 477-3006
Email: NHickson@atlbeltline.org

If to Contractor:

___________________
___________________
___________________
Attn: ____________
Phone: (XXX) XXX-XXXX
Email: ____________

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

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

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

k) **Ethics.** Contractor agrees to be bound by the Atlanta BeltLine, Inc. Code of Ethics, which is attached hereto as Exhibit “F” and incorporated herein by this reference.

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

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

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

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

12. **Consent to Jurisdiction, Waiver of Jury Trial.** Contractor hereby consents
to the jurisdiction of any state court within Fulton County, Georgia or any federal court
located within the Northern District of Georgia, for any proceeding or dispute arising out of
this Agreement. All service of process will be delivered to Contractor's authorized agent for
service of process, or at such other address as Contractor may have designated in writing
to ABI, and service so made shall be deemed to be completed in accordance with the
applicable laws of the State of Georgia. To the extent permitted by law, Contractor
voluntarily and knowingly waives trial by jury and waives any objection which it may have
based on lack of jurisdiction or Improper venue or forum *non conveniens* to the conduct of
any proceeding instituted under this Agreement, or arising out of or in connection with this
Agreement, including any actions based upon, arising out of or in connection with any course
of conduct, course of dealing, statement (whether oral or written), or actions of ABI or
Contractor, and Contractor consents to the granting of such legal or equitable relief as is
deemed appropriate by the court.

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

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

ATLANTA BELTLINE, INC.
a Georgia nonprofit corporation

By: __________________________
Brian P. McGowan,
President and CEO

CORPORATE SEAL

By: __________________________
Nina Hickson, Assistant Secretary

Approved as to form:

By: __________________________
Nina Hickson
Vice President and General Counsel

Funding Source: _________

(REMAINDER OF PAGE LEFT BLANK INTENTIONALLY. SIGNATURES CONTINUED ON NEXT PAGE.)
CONTRACTOR:

By: __________________________
    Name
    Title

ATTEST

By: __________________________
    Name
    __________________________
    Title
EXHIBIT “A”

Scope of Services
EXHIBIT “B”

CONTRACTOR’S COST RESPONSES
(on next page)
EXHIBIT “E”
LIST OF CONTRACTOR’S PERSONNEL

The following individuals are authorized by Contractor to work on this engagement and have access to information as limited by Section 7 of this Agreement:
EXHIBIT “F”

ATLANTA BELTLINE, INC. CODE OF ETHICS

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

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

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

Definitions

- Celebration - refers to closing dinners and program celebrations, ribbon cuttings, grand openings, etc.
- City - refers to the City of Atlanta.
- Code - refers to this Code of Ethics for the Atlanta BeltLine, Inc.
- Contractors - refers to all persons and entities that furnish products and/or services to ABI under an agreement.
- Covered Persons - refers to ABI’s board members, officers, and employees, both full and part-time.
- Ethics Officer - refers to the General Counsel of 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 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.

Non-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 unless it:

- Is not a cash gift;
- Is consistent with customary business practice;
• Is ordinary and reasonable; and
• Does not otherwise violate any federal, state, or local law.

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

ABI may employ Family Members as long as such employment does not create a conflict of interest. ABI will not employ a Family Member if his or her work responsibilities, hours, salary, benefits, or other terms of employment could be influenced by the Covered Person that he or she is related to.

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:

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

**Reporting Violations**

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

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

Any concern regarding conduct of the Ethics Officer should be reported to the President and CEO of ABI.

Neither ABI nor any Covered Persons will retaliate against employees who, in good faith, report any alleged violation or ethics matter.

**Investigations and Hearings**

The Ethics Officer shall conduct a preliminary investigation of any alleged violation. If he or she determines there to be probable cause to believe that there is a violation, then the
Ethics Officer will recommend action in a written report to the members of the Senior Executive Team, which shall include the Vice President and General Counsel, 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 Executive Team shall determine (1) whether the subject of the complaint has violated the Ethics Policy or other ABI policies and procedures and, if so (2) what disciplinary action should be taken. The Executive Team may take into consideration the recommendation from the Ethics Officer.

The Senior Executive Team’s decision shall be governed by the preponderance of the evidence standard. The decision of the Senior 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 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”

Contractor Affidavit under O.C.G.A. §13-10-91

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

________________________
Federal Work Authorization User Identification Number

________________________
Date of Authorization

________________________
Name of Contractor

________________________
Name of Project

________________________
Name of Public Employer

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

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

By:________________________
Signature of Authorized Officer or Agent

________________________
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the
______ day of ____________, 20__. 

________________________
NOTARY PUBLIC

My Commission Expires: __________________

(NOTARY SEAL)
EXHIBIT "H"

Subcontractor Affidavit under O.C.G.A. § 13-10-91

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

_____________________________________________  
Federal Work Authorization User Identification Number

_____________________________________________  
Date of Authorization

_____________________________________________  
Name of Subcontractor

_____________________________________________  
Name of Project

_____________________________________________  
Name of Public Employer

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

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

By: _________________________________  
Signature of Authorized Officer or Agent

_____________________________________________  
Printed Name and Title of Authorized Officer or Agent

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

_________________________  
NOTARY PUBLIC
My Commission Expires: ___________  
(NOTARY SEAL)
EXHIBIT "I"
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91

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

________________________________________________________________________
Federal Work Authorization User Identification Number
________________________________________________________________________
Date of Authorization
________________________________________________________________________
Name of Sub-subcontractor
________________________________________________________________________
Name of Project
________________________________________________________________________
Name of Public Employer

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

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

________________________________________________________________________
Printed Name and Title of Authorized Officer or Agent

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

____________________________
NOTARY PUBLIC

My Commission Expires: ____________

(LEGAL SEAL)
EXHIBIT "J"
S.A.V.E. AFFIDAVIT UNDER O.C.G.A §50-36-1(e)(2)

ATLANTA BELTLINE, INC. AFFIDAVIT
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT

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

1) ___________ I am a United States Citizen.

2) ___________ I am a legal permanent resident 18 year of age or older.

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

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

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

________________________________________________________________________

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. §16-10-20, and face criminal penalties as allowed by such criminal statute.

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

_________________________ __________________
Signature of Applicant Date:

_________________________
Printed Name of Applicant:

Sworn to and subscribed before me
This ___ day of ___________, 201__

_________________________
Notary Public
My commission expires: ___________________ (NOTARY SEAL)