

**Chester Avenue Lofts, LLC Request for Proposals
Lofts at Reynoldstown Crossing-
Entrance and Vehicular Access Gate Construction**

INTRODUCTION

Chester Avenue Lofts, LLC ("CAL") is requesting proposals from qualified firms interested in providing construction services at 890 Memorial Drive SE, Atlanta, GA 30316. Construction will consist of grading, site lighting, planting, erosion and sedimentation control, asphalt and concrete paving work, masonry work, installation of an automatic vehicular access gate system, and stormwater management improvements as outlined in the Permitted Plans.

SUBMITTAL DEADLINE

All responses to this Request for Proposals must be submitted in hard copy or via email no later than **1:00 PM Thursday, July 31, 2014**. Bids will be publicly opened at **1:15 PM on Thursday, July 31, 2014**. Submittals received after this time and date will not be considered.

Please address the submittal to:

**Meghan Injaychock
Landscape Architect
Chester Avenue Lofts, LLC
86 Pryor Street, SW, Suite 300
Atlanta, Georgia 30303
Email: minjaychock@atlbeltline.org**

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **Thursday, July 10, 2014 at 10:00 AM** at 890 Memorial Drive SE, Atlanta, GA 30316.

INQUIRIES

Formal requests for information must be made in writing. Unwritten questions and any verbal responses and/or comments will not be binding. All inquiries must be received by **5:00 p.m. Wednesday, July 16, 2014**. CAL will provide all written questions and responses to interested bidders by close of business on **Thursday, July 17, 2014**. Inquiries regarding this RFP should be directed by email, writing, or fax to:

**Meghan Injaychock
Landscape Architect
Chester Avenue Lofts, LLC
86 Pryor Street, SW, Suite 300
Atlanta, Georgia 30303
Email: minjaychock@atlbeltline.org
Fax: (404)446-4403**

PROJECT DESCRIPTION AND BACKGROUND

The Lofts at Reynoldstown Crossing Entrance project is part of an existing multifamily housing development. To complete the first phase of this development, Chester Avenue Lofts is building a vehicle access control gate, with sidewalk, and lighting.

SCOPE OF SERVICES

The selected Contractor shall furnish all labor, insurance, supervision, equipment, materials and incidentals necessary for the construction of the proposed improvements described herein. All improvements must meet or exceed existing Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), City of Atlanta, and any other applicable standards. All plans will be available on the Atlanta BeltLine Website (www.beltline.org).

The improvements will consist of the following:

- Site demolition as required
- Installation of the specified vehicular access gate, keypad, and pilasters
- Paving of the new asphalt driveway specified in plans
- Installation of lighting and bicycle racks per the plans
- Paving of concrete sidewalk along Memorial Drive
- Installation of painted directional arrows in existing parking lot and removal of existing striping for two existing parking spaces.

Note: The Contractor is responsible for maintaining vehicular access to the site and specifically the resident parking lot during construction. The awarded bidder is required to present this plan to CAL in the initial kick-off meeting.

CONTRACTOR RESPONSIBILITIES

The responsibilities of the Contractor include, but are not limited to the following:

- The Contractor shall construct the proposed grading and vehicular access gate system and associated appurtenances as described in the construction documents.
- The selected Contractor shall work closely with the Atlanta BeltLine and the City of Atlanta to coordinate safety, security and traffic issues in and around the job site. The Atlanta BeltLine and City of Atlanta shall have the final authority on all security and traffic related recommendations.
- The Contractor shall, at its expense, maintain the project site in a clean, orderly and safe condition and employ sufficient personnel to comply with

these obligations.

- The Contractor shall, during the term of the agreement, be solvent and fully able to meet its obligations hereunder described and when they become due;
- Contractor shall adhere to all applicable labor and employment laws, hazardous materials regulations, safety standards, and regulations pertaining to employees in a public facility;
- The Contractor shall work with ABI's Community Engagement staff as required to ensure that the surrounding neighbors are adequately informed of the progress on the Project.

BID BOND SUBMISSION REQUIREMENTS

All bidders will be required to provide a Bid Bond along with their response to this RFP and Payment and Performance Bonds, if the bidder is selected as the contractor. The Bid Bond shall satisfy the following requirements:

- a. CAL, Invest Atlanta and the City of Atlanta shall be named as Co-obligees on all bonding;
- b. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to CAL and the City of Atlanta, and be authorized to act as such in the State of Georgia;
- c. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- d. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.
- e. The payment bond shall remain in effect for the period required under Georgia law for payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

- f. Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of CAL or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty.
- g. The Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails to furnish the other documents required within fifteen (15) days, CAL will retain the Bid Guarantee as liquidated damages and not as a penalty.
- h. Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

SCHEDULE

The Contractor shall complete the project within 180 days of receiving a Notice to Proceed. Failure to meet this schedule may result in the assessment of liquidated damages in the amount of \$500/day. The Contractor should also include in the schedule weekly meetings with CAL and other partners.

REQUIRED SUBMITTAL CONTENT

In order to secure information in a form which will ensure that proposals can be properly evaluated, you are asked to submit your proposal in the format listed below and must include the following information is included:

- Title page should include the proposal subject, the firm's name, address, phone and fax numbers, email address, contact person, and date of the proposal.
- Table of Contents with page numbers.
- A transmittal letter briefly stating the understanding of the work to be done,

the commitment to perform the work within the schedule, a statement why the firm believes is the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time (minimum 120 days).

- Information about the firm.
- A description of your understanding of the project objectives and outcomes and how these will be achieved.
- Team composition-a complete listing of all key personnel who will be assigned to this project, their background, experience, qualifications, roles and responsibilities, and availability.
- All bid forms completely filled in with a separate envelope containing cost proposal.
- A proposed work plan and time schedule addressing the scope of work.
- A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan.
- Outline the level of support your firm will require of CAL staff. CAL staff will run the public community engagement process. However, the Contractor will be asked to attend public meetings to answer questions.

CAL retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work. CAL reserves the right to reject any and all Proposals and to waive any informality in the solicitation process.

Every effort should be made to make proposals as concise as possible using a minimum font size of 12 point. The body of the submittal is limited to a maximum of ten (10) double-sided pages.

Proposals shall be in sealed envelopes and clearly marked with "Lofts at Reynoldstown Crossing Entrance Proposal". The proposals will be reviewed and evaluated for the relevant experience of the Project Team members, the understanding of the Project as delineated by the approach proposed, and satisfaction of past clients. The cost proposal shall be enclosed in a separate, sealed envelope with "Lofts at Reynoldstown Crossing Entrance Cost Proposal" on the front. If the bid is submitted via e-mail, then the Cost Proposal must be attached as a clearly named and separate attachment. No mention of the value of the bid may be included in the body of the main proposal.

CAL assumes no obligation of any kind for expenses incurred in responding to this RFP. CAL reserves the right to reject all proposals at its sole discretion. Proposals, including costs, shall be honored for a period not to exceed 120 days.

CAL is committed to the practice of non-discrimination in the selection of team members and relationships with subcontractors with a desire to reflect diversity in the

participation of companies engaged in the Atlanta Beltline project. CAL strongly encourages participation by FBE/MBE and SBE entities in all contracts issued by CAL. We anticipate that as a part of a responsive submittal, FBE/MBE and SBE participation will be included. CAL has a DBE goal of 30% for this project. There is no set maximum limit on DBE participation. Pre-Qualified companies will be required to list any and all Female, Minority or Small Business Enterprises (FBE/MBE/SBE) that will be utilized on its team for this project and the projected dollar value of the amount of revenue to be received by the FBE/MBE/SBE and percentage of the overall Scope of Services, the DBE will perform in response to future Invitations to Bid or Requests for Proposals. All respondents shall include specific information on the role of each DBE entity on their team. It is advisable that Female and Minority Owned Business Enterprises be certified by the Georgia Department of Transportation, the City of Atlanta, the Georgia Minority Supplier Development Council, or MARTA. Applicants must include copies of FBE, MBE, and/or SBE certifications for their sub-contractors with their submittal packages.

EVALUATION OF SUBMITTALS

Proposals must meet certain mandatory criteria in order to qualify for further evaluation. Any "no" answer to the first two questions will disqualify the proposal. A "yes" answer to the third question will require a written explanation, and may disqualify the proposal.

1. Is the Contractor properly licensed?
2. Has disciplinary action been taken or is pending against the Contractor?

Proposals will be reviewed using the following technical criteria. Proposals should address each question.

- Does the proposal fully respond to the needs of CAL?
- What is the timeframe the Contractor will be able to complete the services requested?
- Is the quality of the Contractor's professional personnel to be assigned to the engagement and quality of the Contractor's management support personnel available for technical consultation adequate?
- Has the Contractor constructed similar projects in scope and cost?
- Does the proposal adequately describe in a clear, concise, and understandable manner the procedures to be used?

Scoring of Evaluations

The information in this Section is intended to assist Proposers in developing and submitting Proposals that address CAL's goals and expectations for the Project. CAL's evaluation team will rate and score (in their sole discretion) the Proposals based upon the

evaluation criteria described below. The extent to which a Proposal meets or exceeds the evaluation criteria will be rated and reflected in the evaluation team's scoring of the Proposals submitted.

Evaluation Criteria	Maximum Points
Project Understanding/Approach	20
Project Experience & Team Composition	25
Project Management and Quality Program	20
Schedule	15
Cost	20
Total	100

TERMS AND CONDITIONS

All submittals and supporting materials as well as correspondence relating to this RFP become property of CAL when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

- A. All work performed by the Contractor under the contract awarded pursuant to the RFP shall be done in compliance with applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction over the subject properties. Said contract, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the parties under the contract, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- B. All person(s) who will be responsible for any work shall be qualified to do the same.
- C. Sub-Contractors as part of the project team must be clearly identified in the submittal, including roles, resumes of key personnel and project references.
- D. No submittal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, CAL, Invest Atlanta ("IA") or the City of Atlanta, upon any debt or contract, or that the Contractor is a defaulter, as surety or otherwise, upon any obligation to ABI, CAL, IA, or the City of Atlanta, or to any Contractor that is deemed irresponsible or unreliable by IA, CAL or the City of Atlanta. If requested, the Contractor or proposed Sub-Contractor shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

SITE LOCATION MAP



APPENDIX A

CHESTER AVENUE LOFTS, LLC FIRST SOURCE EMPLOYMENT AGREEMENT CONSTRUCTION CONTRACTORS

THIS CHESTER AVENUE LOFTS FIRST SOURCE EMPLOYMENT AGREEMENT (the "Agreement"), dated as of August_, 2014 (the "Effective Date"), is entered into between Chester Avenue Lofts, LLC, a limited liability company, located at 86 Pryor Street, Suite 200, Atlanta, Georgia 30303 ("CAL"), and (Insert General Contractor Name), a Georgia for profit corporation (the "Construction Contractor").

WITNESSETH:

WHEREAS, Atlanta BeltLine, Inc. ("ABI") has been formed by The Atlanta Development Authority (the "Authority") to perform certain of the Authority's redevelopment responsibilities for the City of Atlanta (the "City") with respect to the City of Atlanta Tax Allocation District Number Six - Beltline (the "Beltline TAD") and the Beltline Redevelopment Plan (the "Redevelopment Plan") approved and adopted pursuant to Ordinance 05-0-1733 (the "Beltline Ordinance") duly adopted by the City Council of the City on November 7, 2005, as approved by the Mayor of the City on November 9, 2005;

WHEREAS, the City Council of the City, by Ordinance 06-0-1568, adopted on July 17, 2006, and approved by the Mayor of the City on July 18, 2006, approved certain projects or phases of projects to implement the Redevelopment Plan (the "Five-Year Work Plan"); and

WHEREAS, the U.S. Census Bureau shows the City with twenty-eight neighborhoods where forty percent (40%) or more of the residents are living below the federal poverty level, many of which are located within the Beltline TAD; and

WHEREAS, ABI and the City desire to address the issues of unemployment and underemployment by providing meaningful employment opportunities to residents located within the Atlanta Beltline neighborhoods; and

WHEREAS, in order to address these issues, Section 19 of the Beltline Ordinance provides that "(T)he capital projects that receive funding from TAD bond proceeds shall reflect, through the Agreements or funding agreements that accompany such projects, certain community benefit principles, including, but not limited to: prevailing wages for workers; a "first source" hiring system to target job opportunities for residents of impacted low income Atlanta Beltline neighborhoods; and establishment and usage of apprenticeship and pre-apprenticeship programs for workers of impacted Atlanta Beltline neighborhoods"; and

WHEREAS, a Community Benefits Jobs Policy was adopted by the Board of Directors of ABI on June 16, 2009, for the purpose of providing employment opportunities for the unemployed and the economically disadvantaged (the "Community Benefits Jobs Policy"), which Community Benefits Jobs Policy will be administered on behalf of ABI by the Atlanta Workforce Development Agency ("AWDA") and monitored by ABI; and

WHEREAS, ABI and AWDA entered into that certain Memorandum of Understanding, dated September 1, 2009 (the "AWDA MOU") setting forth the parameters for providing recruitment, referral and placement services through the Atlanta BeltLine First Source Register to the Construction Contractor; and

WHEREAS, ABI formed CAL on September 15, 2011, for the purpose of owning, operating, developing, managing, leasing and selling certain real property currently known as 872 and 890 Memorial Drive, Atlanta, Fulton County, more commonly known as the Lofts at Reynoldstown Crossing; and

WHEREAS, the Contractor has entered into an Agreement, dated _____, 2014, with CAL (the "Agreement"), whereby CAL desires for the Contractor to perform all work required for the installation of the Lofts at Reynoldstown Vehicular Gate Access System (the "Project"); and

WHEREAS, in order to induce and further facilitate the successful accomplishment of Section 19 of the BeltLine Ordinance, the Redevelopment Plan and the Community Benefits Jobs Policy, CAL and the Contractor desire to enter into this Agreement to set forth the respective responsibilities and obligations of each party during the Project.

NOW, THEREFORE, in consideration of the mutual covenant herein contained, CAL and the Contractor hereby agree as follows:

Section 1. Definitions. The following capitalized terms shall have the following meanings. All definitions include both the singular and plural forms.

"Atlanta Beltline First Source Register" shall mean the register provided by AWDA providing the Contractor and its Subcontractors with Targeted Residents and residents of the City of Atlanta from which to fill Entry-level construction positions.

"Construction Contract" shall mean any contract or subcontract of any tier between the Contractor and the Subcontractor that is for the performance of construction on the Project.

"Entry-level" shall mean any non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. This definition includes, but is not limited to apprentices.

"Subcontractor" shall mean any contractor performing construction work either directly or indirectly for the Contractor, pursuant to any Construction Contract, including any lower-tier subcontractors.

"New Construction Positions" shall mean any non-executive, non-professional engineering, non-office, or non-clerical jobs, or any jobs not filled by full-time employees on the Contractor's payroll for at least three months prior to the notice to proceed for the Project.

"Targeted Resident" shall mean a resident of the City, who is living in identified census tracts within the Beltline TAD.

Section 2. General.

- A. Contractor shall and shall cause the Contractor's Sub-contractors to use AWDA as its first source for recruitment, referral, and placement of New Construction Positions through the Atlanta BeltLine First Source Register subject to the terms of this Agreement.
- B. Pursuant to the AWDA MOU, AWDA will provide recruitment, referral, and placement services through the Atlanta BeltLine First Source Register to the Contractor and its Sub-contractors subject to the limitations set forth in the MOU.

Section 3. Responsibilities of the Contractor. The Contractor shall, and shall cause its subcontractors to:

- A. Make a good faith effort, or cause a good faith effort to be made, to employ persons from the Atlanta Beltline First Source Register to work at least fifty percent (50%) of the total jobs for all Entry-level New Construction Positions for the Project and to work at least twenty percent (20%) of the total jobs for all New Construction Positions for the Project.
- B. Utilize the Atlanta Beltline First Source Register as the initial source for procuring candidates for all New Construction Positions for the Project.
- C. Provide AWDA with a list of all New Construction Positions at least ten (10) days prior to hiring for any Construction position at the Project, as well as the job qualifications for those positions.
- D. Require all Subcontractors, if any are used, to complete the Employer's Projection of Positions Form, a copy of which is attached hereto as Schedule A and submit the original of the same and a copy to AWDA's First Source Officer prior to executing a Construction Contract with the Subcontractor and prior to the Subcontractor hiring for any positions for the Project.
- E. Include provisions in all Construction Contracts entered into with Subcontractors requiring such Subcontractors to represent and warrant that they shall adhere to the terms of this Agreement.
- F. Provide the Subcontractor with all necessary information and materials in order for the Contractor to comply with this Agreement prior to or upon execution of the Construction Contract between the Contractor and the Subcontractor, or between a Subcontractor and any lower-tier contractor, provide training to the Subcontractor.
- G. Submit Exhibit D, a plan for new hires generated by the construction project along with the execution of the construction contract.

- H. provide letters of assent to the terms of this Agreement to ADWA from Construction Contractors, including Subcontractors, prior to any Construction Contractor performing any work on the Project.
- I. evaluate and interview all candidates provided by AWDA from the Atlanta Beltline First Source Register and provide AWDA with the Post-Interview Evaluation Form, attached hereto as Exhibit B, within ten (10) days of the evaluation and interview.
- J. with the submittal of each payment application for the Project, provide to CAL the following documentation documenting the Contractor's as well as the Subcontractor's efforts to comply with this Agreement:
 - (i) a copy of all completed Employer's Projection of Positions Forms, in the form attached hereto as Exhibit A, which have been completed since the last requisition submitted;
 - (ii) a copy of all completed Post-Interview Evaluation Forms, in the form attached hereto as Exhibit B, which have been completed since the last requisition submitted; and
 - (iii) the completed and certified Requisition Progress Report, in the form attached hereto as Exhibit C pursuant to the Project, certifying compliance with this Agreement and detailing individuals who were hired, their address, neighborhood, start and end employment dates, and hours worked during that month.
- K. concurrently provide the completed and certified Requisition Progress Report in the form attached hereto as Exhibit C to AWDA.
- L. maintain daily sign-in sheet logs, payroll and residency records for all of its employees and make said payroll and residency records available to AWDA upon written request. AWDA shall not use such records for any purpose other than monitoring of compliance with this Agreement.

Section 4. Nondiscrimination. No party to this Agreement shall discriminate against Targeted Residents in any terms and conditions of employment, including retention, promotions, job duties, shift assignments and training opportunities.

Section 5. Events of Default. If CAL determines through AWDA that the Contractor has not complied with the terms of this Agreement, CAL may take any or all of the following actions:

Withhold progress payments of up to 10% of the Contract Amount;
Terminate the Agreement; or

Declare the Construction Contractor and/or the Construction Sub-contractor ineligible for participation in future contracts with ABI and CAL for a period of three (3) years from the date of termination of the Agreement.

Section 6. Notices. All notices, consents, approvals and other communications which may be or are required to be given by CAL, or the Contractor under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), (d) by email to the email address listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the methods listed in this Section 6(a), (b) or (c)) or (e) by facsimile to the facsimile number listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:

If to Contractor:

If to CAL:

Attn: Chester Avenue Lofts, LLC
86 Pryor Street, SW, Suite 300
Atlanta, Georgia 30303
Attention: President and CEO

With a copy to:

Each party may change its address by written notice in accordance with this Section (effective five (5) days after the delivery of written notice thereof). Any communication addressed and mailed in accordance with this Section will be deemed to be given when received, unless rejected or returned by the recipient, in which case when mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when receipted for, or actually received by, the party identified above.

Section 7. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 8. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Construction Contractor may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of CAL, which consent may be withheld or conditioned in the sole discretion of CAL; provided, however, that CAL will not unreasonably withhold its consent to an assignment by the Construction Contractor of all or any of its rights under this Agreement.

Section 10. Exhibits; Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the Agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 11. Applicable Law. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of Georgia.

Section 12. Entire Agreement. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 13. Termination of Agreement. Without cause, CAL may terminate this agreement at any time upon thirty (30) days' written notice to the Contractor and AWDA.

IN WITNESS WHEREOF, this Agreement is executed by CAL, AWDA and the Contractor as of the date first written above.

CHESTER AVENUE LOFTS, LLC

By: _____
Paul F. Morris, FASLA
President and CEO
Atlanta Beltline, Inc.

Attest:

Lee Harrop,
Assistant Secretary

CORPORATE SEAL

By: _____
Patrise Perkins-Hooker
Vice President and General Counsel

SIGNATURES CONTINUE ON THE NEXT PAGE

CONTRACTOR, a _____ company

By: _____
Name

Title (Managing Member)

Exhibit A to Appendix A
EMPLOYER PROJECTION OF POSITIONS

INSTRUCTIONS

Pursuant to the Chester Avenue Lofts First Source Employment Agreement, all contractors must provide a.) a letter of assent to the terms of the Chester Avenue Lofts First Source Employment Agreement, and b.) a list of any non New Construction Position workers that may be on the construction site during the life of the project immediately upon execution of any contractor or subcontractor contract.

Please complete Sections 1 and 2 of this form.

SECTION 1. CONTRACTOR ASSENT

I have read the Chester Avenue Lofts First Source Employment Agreement and assent to the terms therein.

Contractor

Date

SECTION 2. NON NEW CONSTRUCTION POSITIONS

Please list of all of the full time construction workers that may work on the site during the life of the project. Indicate the category of work for which they will be utilized. This list shall be deemed exempted positions. AWDA will not need to be notified 10 days prior to their hiring or arrival on the project site as long as their names are reflected on this list. A Non New Construction Position is any executive, professional engineering, office, or clerical jobs, or any jobs filled by full-time salaried employees on the Construction Contractor's payroll for at least three months prior to the notice to proceed for the project.

Continued on Next Page

Exhibit A-1 to Appendix A

CURRENT CONSTRUCTION PROJECT EMPLOYEES

Names/ Positions	Names/ Positions	Names/Positions
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

Exhibit B to Appendix A
POST INTERVIEW EVALUATION
FORM

Instructions

Pursuant to the Chester Avenue Lofts First Source Employment Agreement, the Contractor and any Sub-contractors must complete and submit this form to the Atlanta Workforce Development Agency (“AWDA”) within ten (10) days of interview with a potential employee.

Name of the candidate:

Date interviewed:

Did this person meet the qualifications for the position? Why or Why not?

Was the candidate hired? (Y/N):

If not, why was the candidate not hired for this position?

How could the candidate improve his or her employability for this position?

EXHIBIT C to Appendix A
Requisition Progress Report

Exhibit D to Appendix A

Hiring Plan

Part of the Atlanta BeltLine project is connecting new employment opportunities with residents in the City of Atlanta that surround the Atlanta BeltLine.

Please list the positions for which new hires will be needed outside of pre-existing employees.

	Type of Position	Number of Positions	Entry Level / Non Entry Level
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
TOTAL			

Bid Submittal Check List

Project: **Lofts at Reynoldstown Crossing Entrance and Vehicle Gate Access Construction**

The following submittals shall be completed and submitted with each Bid Please verify that these submittals are in the envelope before it is sealed. Each document shall be completed/executed as appropriate.

Submit one (1) Original Bid, signed and dated, and five (5) complete copies of the Original Bid including all required submittals.

Item Number	Required Items	Check (√)
1	Instructions to Bidders	
2	Bid Form	
3	Bidder's Affidavit	
4	Affidavit of Non-Collusion	
5	Sub-contractor Utilization and Minority Participation	
6	Georgia Utility Contractor's License Certification (if applicable)	
7	Insurance & Bonding Requirements	
8	Insurance & Bonding Capacity	
9	Bid Bond	
10	Authorization to Transact Business	
11	Bidder/Contractor's Disclosure	
12	Financial Statements – Prime Contractor's Most Current Audited Financial Statement, and Latest Interim "Un-Audited" Financial Statement	
13	Statement of Bidder's Qualifications – Prime Contractor	
14	Statement of Bidder's Qualifications – Sub-Contractors	
15	Bid Submittal Checklist	

Date: _____

Firm Name: _____

By: _____

Title: _____

Telephone Number: _____

Fax Number: _____

Email address: _____

INVITATION TO BID

Project: Lofts at Reynoldstown Crossing – Entrance and Vehicular Access
Gate Construction

Chester Avenue Lofts, LLC (CAL) is soliciting competitive sealed bids from qualified firms to construct the Entrance and Vehicular Access Gate at the Lofts at Reynoldstown Crossing development project. The successful bidder will be responsible for providing all material, equipment and labor for the required Scope of Work.

Sealed bids will be received by designated CAL staff at 86 Pryor Street SW, Suite 300, Atlanta, GA 30303 until Thursday, July 31, 2014 at 1:00 p.m., and will be publicly opened and read aloud at 1:15 p.m. on the same day. Any bid received after 1:00 p.m. will not be accepted. Bid envelopes must be marked on the outside with the Project Name, name of Bidder, date and time of opening. A Contractor providing utility work, if any, must have a current valid Utility Contractor's License.

The principal features of the work to be performed under this contract include removal of sub-surface construction debris, grading of the site, erosion control measures, and planting.

Construction Drawings and Specifications will be available for download from the web site. www.atlbeltline.org, after Friday, June 27, 2014. Costs associated with printing the documents are solely the responsibility of the Bidder.

A **MANDATORY Pre-Bid Conference** will be held at 10:00 a.m. on Thursday, July 10, 2014, at the project site: 890 Memorial Drive, SE, Atlanta, GA 30316.

The purpose of the Pre-Bid Conference is to provide bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from CAL and its design consultants available at the conference to discuss this project and to answer any questions. Bidders are required to attend the Pre-Bid Conference.

Bidders will be allowed to ask questions during the Pre-bid conference. However, please note that oral answers to questions during the Pre-bid are not authoritative unless answered by addenda to the contract documents. The last date to submit questions in writing is 5:00 p.m. on Wednesday, July 16, 2014. Questions should be submitted in writing to:

Meghan Injaychock
Atlanta Beltline Inc
86 Pryor Street, SW, Suite 300
Atlanta, GA 30303

or by email at minjaychock@atlbeltline.org.

Questions will be responded to via addendum by 5:00 p.m. on Thursday, July 17, 2014.

Minority Participation: CAL encourages all Bidders to promote opportunities for diverse businesses, including DBEs, to compete for business as sub-contractors and/or suppliers. To support equal business opportunity, CAL has set a minority participation goal of 30% of the overall project amount be awarded to DBE sub-contractors/suppliers by the Bidder.

Bid Date: July 31, 2014

Bids in the case of organizations not chartered in Georgia, must be accompanied by proper certification stating that said organization is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within one hundred and twenty (120) days after the actual date of the opening thereof.

Bidder agrees to complete the Contract awarded within the “allowable calendar days for completion” from the date of the “Notice to Proceed.” Bidder further agrees that the CAL may retain from the monies which may become due in the amount of \$500 dollars/day (past final completion) for each and every day that the completion of the work may be delayed.

All Bidders are required to submit a Bid Bond or certified check made payable to Chester Avenue Lofts, LLC, in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid. The successful bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents.

The Bonding Company must be licensed to do business in Georgia by the Georgia Secretary of State and the Georgia Insurance Department, and be listed in the Department of Treasury’s Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-1 or higher.

All bonds must be submitted on forms provided by CAL and agencies providing bonds and insurance must provide proof that they meet the criteria outlined in the bid and contract documents.

CAL reserves the right to cancel any and all solicitations and to accept or reject, in whole or part, any and all bids when it is for good cause and in the interest of CAL. CAL will not be responsible for any cost of by the bidder associated with the preparation of its bid.

INSTRUCTION TO BIDDERS PACKAGE

Project: Lofts at Reynoldstown Crossing
Entrance and Vehicular Access Gate Construction

Bid Date: July 31, 2014

The complete Bid Document Package will include the NOTICE TO BID; Plans and Specifications (including General and Special Conditions) Bid Documents and contract documents as outlined below:

A. No Cost Items: The following items are available to all interested parties at no cost.

1) Invitation to Bid

B. The following items are available to all interested parties at the cost and location specified in the Invitation to Bid.

1) Plans

2) Volume 1 of 2 - Front End Documents

a. Bid Documents which include:

i. Instructions to Bidders

ii. Bid Form

iii. Bidder's Affidavit

iv. Affidavit of Non-Collusion

v. Subcontractor Utilization and Minority Participation

vi. Georgia Utility Contractors License Certification (if applicable)

vii. Insurance and Bonding Requirements

viii. Insurance and Bonding Capacity

ix. Bid Bond

x. Authorization to Transact Business

xi. Bidder/Contractor's Disclosure

xii. Statement of Bidder's Qualifications

xiii. Bid Submittal Check List

b. General Conditions

c. Contract Documents which include:

i. Contract Agreement

ii. Performance Bond

iii. Payment Bond

iv. Acknowledgement of Contractor- Corporation

v. Acknowledgement of Contractor - Partnership

vi. Acknowledgement of Contractor - Individual

vii. Acknowledgement of Principal- Corporation

viii. Acknowledgement of Principal- Partnership

ix. Acknowledgement of Principal - Individual

x. Acknowledgement of Surety Company

3) Volume 2 of 2- Specifications (including Special Conditions)

INSTRUCTIONS TO BIDDERS

Lofts at Reynoldstown Crossing
Entrance and Vehicular Access Gate Construction

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INSTRUCTIONS TO BIDDERS

LOFTS AT REYNOLDSTOWN CROSSING – ENTRANCE AND VEHICULAR ACCESS GATE CONSTRUCTION

1. SOLICITATION/NOT OFFER

This solicitation does not constitute an offer by Atlanta Beltline Inc. (ABI) or Chester Avenue Lofts, LLC (CAL) to enter into an Agreement and is not an offer that can be accepted by the Bidder to form an Agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into Agreement with ABI. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an Agreement with ABI or CAL.

This solicitation is an invitation for the Bidder to make an offer to CAL in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind CAL to any contractual Agreement until such time as the Agreement has first been awarded by CAL to the most responsible and responsive Bidder whose bid meets the material requirements and criteria set forth in the solicitation and is accepted and fully executed and sealed by agents of CAL designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN FOR 120 DAYS.

Your response to this solicitation is a firm offer, which CAL may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by CAL will form an Agreement, which is enforceable against you.

2. RECEIPT AND OPENING OF BIDS

Sealed Bids for the Lofts at Reynoldstown Crossing – Entrance and Vehicular Access Gate Construction project will be received by designated staff of CAL at 86 Pryor Street SW, Suite 300, Atlanta, Georgia 30303, no later than **1:00 p.m., on July 31, 2014.**

ABSOLUTELY NO BID Will BE ACCEPTED AFTER 1:00 p.m.

All Bids received by the time and date established above will be opened and publicly read at **1:15 PM.** (the “Opening”).

3. PREPARATION OF BIDS

All Bids must be submitted on bid document forms supplied by CAL and shall be subject to all requirements of the Agreement Documents (as hereinafter described). All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder. Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for

which a fixed amount predetermined by CAL has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless CAL directs a change in the Scope of Work affecting the item to which such amount relates.

CAL may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid.

Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and cause rejection of the Bid at the sole discretion of CAL.

4. GEORGIA UTILITY CONTRACTOR'S LICENSE (IF APPLICABLE)

The Bidder shall provide a Bidder's Georgia Utility Contractor's License Number on the outside of the Sealed Envelope. A Utility Contractor's license number held by a Sub-contractor or issued by another state does NOT fulfill this requirement in lieu of the Bidder's Georgia Utility Contractor's License. Failure to provide the Bidder's Georgia Utility Contractor License Number on the outside of the sealed envelope will result in a rejection of the Bid at the Opening. The Bidder is required to submit a copy of its Georgia Utility Contractor's License as part of the Bid.

5. HOW TO SUBMIT BIDS

Submit the original and five (5) copies of the Bid and other required submittals. The Bid and other required submittals, as outlined in the Bid Submittal Check Sheet, may be photocopied for submission of Bids.

The complete package of Bid documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project name, name of Bidder, Bidder's Georgia Utility Contractor's License Number, and date and time of bid opening in order to guard against premature opening of the Bid.

Bids must be addressed to:

Meghan Injaychock
Atlanta Beltline Inc.
86 Pryor Street SW, Suite 300
Atlanta, GA 30303

6. EXECUTION OF BIDDING DOCUMENTS

A complete set of Bidding Documents have been bound separately from the Agreement forms and Specifications for the use of Bidders. Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

- a. If the Bidder is a corporation, all required documents shall be signed by the

president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.

b. If the Bidder is an individual, all required document shall be signed by him or her and his or her signature shall be notarized by a notary public.

c. If the Bidder is an individual doing business under a trade name, all required documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.

d. If the Bidder is a partnership, all required documents shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.

e. If the Bidder is a limited liability company, all required documents shall be signed by the sole or managing member or manager, as the case may be.

f. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, d, or e of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

7. ERRORS IN BIDS

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting a Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

8. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient justification for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership, corporation or any other organization under the same of different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on work for ABI or CAL;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s))

rated as responsive, responsible, and capable of performing the Work; CAL may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion of CAL adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by CAL to present additional evidence before final action is taken).

9. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, addition not called for, conditions limitations, unauthorized alternate Bids or other irregularities of any kind. CAL reserves the right to waive any informalities or irregularities of Bids.

10. FAILURE TO PERFORM

If for any reason the successful Bidder fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, CAL reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price of the company under Agreement.

11. PRICING SHEET

Prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by CAL has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless CAL directs a change in the Scope of the Work affecting the item to which such amounts relate. Award will be based on the total fixed unit cost for all items aggregated.

12. BID GUARANTEE

Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of CAL or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails to execute the

Agreement and to furnish the other documents required within fifteen (15) days, CAL will retain the Bid Guarantee as liquidated damages and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

13. STATEMENT OF BIDDER'S QUALIFICATIONS

The statement of Bidder's Qualifications must be filled out completely, signed by the Bidder, and notarized.

CAL shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

CAL reserves the right to reject any Bidder who does not satisfy CAL as to his/her ability to successfully perform the Work, previous pre-qualification notwithstanding.

14. AFFIDAVITS

All affidavits must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in any affidavit may be grounds for rejection of a Bid, or termination of the Agreement as determined solely by CAL, in addition to other appropriate remedies as provided by local, state, and federal statutes.

15. EQUAL BUSINESS OPPORTUNITY

The Bidder shall complete the Sub-Contractor Utilization/Minority Participation form included in the bid documents.

A determination by CAL that misstatements have been made by the Bidder in this document shall be cause for rejection of Bid or termination of Agreement, as determined solely by CAL.

16. AUTHORIZATION TO TRANSACT BUSINESS

The successful Bidder (if an organization) must submit documentary evidence from the Secretary of State that such organization is in good standing and is authorized to transact business in the State of Georgia.

17. BID FORM

The Bidder must complete and execute these sections of the Bidding documents.

18. PRE-BID INSPECTION

Prior to submission of a Bid, the Bidder shall have made a thorough examination of the Work Site. The Bidder shall become informed as to the nature of the proposed construction, the kind of facilities required to carry out the construction, labor conditions, and all other matters that may affect the cost and time of completion of the Work upon which it bids.

The Bidder shall be familiar with all of the Agreement Documents and other instructions before submitting its Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing, and CAL shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

19. ADDENDA AND INTERPRETATIONS

All questions by prospective Bidders as to the interpretations of the Bidding Documents must be submitted in writing to:

**Meghan Injaychock
Atlanta Beltline Inc
86 Pryor Street, SW, Suite 300
Atlanta, GA 30303**

or by email at minjaychock@atlbeltline.org and must be received by the time and date specified in the Invitation to Bid.

Every interpretation made to a Bidder will be in the form of an Addendum to the Bidding Documents, and when issued. In addition, all Addenda will be sent via e-mail to each person attending the Pre-Bid Conference, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Agreement and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

CAL shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whomsoever made, that is not incorporated into an Addendum to the Bidding Documents. No response shall be made to inquiries received later than the time and date specified in the Invitation to Bid.

20. MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-Bid Conference will be held at 10:00 a.m. on July 10, 2014, at 890 Memorial Dr., SE, Atlanta, GA 30316.

General requirements of the work will be discussed at the Pre-bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. Oral answers to questions during the Pre-bid Conference will not be authoritative.

It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

21. TIME FOR RECEIVING BIDS

Sealed bids will be received by designated CAL staff at 86 Pryor Street SW, Suite 300, Atlanta, GA 30303 until 1:00 p.m. on July 31, 2014, and will be publicly opened and read aloud at 1:15 p.m. on the same date. Any bid received after 1:00 p.m. on July 31, 2014, will not be accepted.

Bid envelope must be marked on the outside with the Project Name, name of Bidder, date and time of opening. Contractor providing the utility work must have a current valid Utility Contractor's License, if applicable.

22. BID MODIFICATION AND WITHDRAWAL

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by CAL no later than the Bid opening time and date. Modifications should not reveal the total Bid amount, but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by CAL until the sealed Bid is opened.

23. BID EVALUATION

- a. Each Bid timely received and in CAL's hands at the time set forth for the Bid opening shall constitute an offer to perform the work on the terms and conditions

of the Agreement Documents and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of one hundred twenty (120) calendar days after the Bid opening and will not be withdrawn or modified during that time. CAL may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between CAL and the Bidder or Bidders concerned.

- b. After the Bids have been opened and before any award is made, CAL will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, financial data, proposed sub-contractors and minority participation, and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extensions of the unit prices shown and the subsequent addition of extended amounts may be verified by CAL. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Sub-contractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Sub-contractors or Equipment manufacturers. CAL reserves the right to disapprove any proposed Sub-contractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. CAL reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of CAL. Where only a single responsible and responsive Bid is received, CAL may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within CAL's discretion and not dependent upon performance of a price or cost analysis.
- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by CAL to be non-responsive, provided, however, that CAL reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public.
- g. CAL intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds

available for the project. CAL reserves the right to award the Agreement to multiple Bidders.

- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents

24. AWARD CRITERIA

An Award will be made after evaluating the responsiveness and responsibility of each Bidder, and after an evaluation of the prices of each Proposal.

- a. The responsiveness of a Bidder is determined by the following:
 - 1) A timely and effective delivery of all services, materials, documents, and/or other information required by CAL;
 - 2) Compliance by the Bidder with Minority Participation goals of CAL; and
 - 3) The completeness of all material, documents and/or information required by CAL in this RFP.
- b. The responsibility of a Bidder is determined by the following:
 - 1) The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;
 - 2) The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
 - 3) The quality of performance of previous contracts or work for the City of Atlanta, ABI, or CAL;
 - 4) The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;
 - 5) The previous experience as it relates to compliance with OSHA regulations and demonstration of an acceptable safety culture;
 - 6) The sufficiency of the financial resources and ability of the Bidder to perform the Agreement or provide the Work;
 - 7) The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and
 - 8) The previous negative experience, if any of ABI or CAL, with work done by the Contractor.

25. SURETY BONDS

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

- a. ABI, Invest Atlanta, CAL, and the City of Atlanta shall be named as co-obligees on all bonding;
- b. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to CAL, ABI, and the City of Atlanta, and be authorized to act as such in the State of Georgia;
- c. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- d. In accordance with Georgia law, and upon award of the Agreement, separate Performance and Payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The

Performance Bond shall remain in effect for one (1) year after final acceptance of the Work or the warranty period under the Agreement, whichever is longer.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

26. POWER OF ATTORNEY

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

27. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement. Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the bid documents. CAL, Invest Atlanta, and the City of Atlanta shall be named as additional insureds on all insurance policies.

28. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

- a. Applicable provisions of the Occupational Safety and Health Act ("OSHA") must be observed during Work under this Agreement;
- b. Applicable regulations and ordinances of the City of Atlanta must be observed during work under this agreement;
- c. Applicable regulations of the Georgia Environmental Protection Division and the US Environmental Protection Agency must be observed during work under this agreement; and
- d. E-Verify and SAVE regulations.

29. AGREEMENT TERM

The term of this Agreement shall be for a period of 180 days from receipt of a Notice to Proceed.

30. LIQUIDATED DAMAGES

The performance of the Work under the Agreement within the specified time is essential to CAL's economic interests. The attention of potential Bidders is directed to the provisions of the Agreement Documents, which establish the basis for liquidated damages to be paid to CAL in the event that the Work is not completed on schedule.

31. EXECUTION OF AGREEMENT

Subsequent to the award and within fifteen (15) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to CAL four (4) copies of ABI-Contractor Agreement as included in the Agreement Documents, and provide performance and

payment bonds and insurance certificates. The failure of the successful Bidder to execute the ABI-Contractor Agreement and to supply the required bonds within fifteen (15) days after the prescribed forms are presented for signature, or within such extended period as CAL may grant, shall constitute a default, and the Bidder shall forfeit the Bid Guarantee and CAL may either award the Agreement to the next lowest responsive and responsible Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against CAL for a refund.

32. PRE-CONSTRUCTION CONFERENCE

A required pre-construction conference shall be held with the successful Bidder and all known Sub-contractors at a time and place set by CAL.

33. BIDDER'S ACKNOWLEDGEMENT

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

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

Printed Name: _____ Title: _____

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

Printed Name _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

**BIDDER'S
AFFIDAVIT**

Project Name: **Lofts at Reynoldstown Crossing – Entrance and Vehicular Gate Access
Construction**

STATE OF _____

COUNTY OF _____

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

that he is the

(Title)

(Name of
Bidder)

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

(Affiant)

Sworn and subscribed before me this ____ day of _____, 2014.

Notary Public in and for

State of _____

County of _____

My Commission Expires: _____

(SEAL)

AFFIDAVIT OF NON-COLLUSION

Project Name: **Lofts at Reynoldstown Crossing – Entrance and Vehicular Gate Access Construction**

STATE OF _____

COUNTY OF _____

being first duly sworn, deposes and says
that he is

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

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

(Affiant)

Sworn and subscribed before me this _____ day of _____, 2014.

Notary Public in and for

State of _____

County of _____

My Commission Expires: _____

(SEAL)

Insurance & Bonding Requirements

Lofts at Reynoldstown Crossing – Entrance and Vehicular Access Gate Construction

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all Bidder/Contractors. To the extent permitted by applicable law, Chester Avenue Lofts, LLC (CAL) reserves the right to adjust or waive any insurance or bonding requirements contained in this section and applicable to the agreement.

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

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

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

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

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

Chester Avenue Lofts, LLC
86 Pryor Street SW, Suite 300
Atlanta, Georgia 30303

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

Bidder/Contractor shall provide CAL with evidence of required insurance prior to the commencement of this Agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Certificate Holder

Chester Avenue Lofts, LLC must be named as certificate holder. All notices may be mailed to the attention of:

Meghan Injaychock
Atlanta Beltline Inc.
86 Pryor Street SW, Suite 300
Atlanta, Georgia 30303

6. Additional Insured Endorsements

CAL, Invest Atlanta, and the City of Atlanta must be covered as Additional Insureds under all insurance (except worker's compensation and professional liability) required by this section and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any Certificate of Insurance provided by Bidder/Contractor as evidence of its compliance with this section.

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

B. Workers' Compensation and Employer's Liability Insurance

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

**Worker's Compensation/Employer's LiabilityStatutory
Bodily Injury by Accident/Disease \$100,000 each accident Bodily
Injury by Accident/Disease \$100,000 each employee Bodily Injury
by Accident/Disease \$500,000 policy limit**

C. Commercial General Liability Insurance

Bidder/Contractor must procure and maintain Commercial General Liability Insurance in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 general aggregate per project.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Personal Injury ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Premises Operations
- ☒ Independent Contractors/Subcontractors
- ☒ Products- Completed Operations
- ☒ Additional Insured Endorsement (written on primary, non-contributing basis)

D. Commercial Automobile Liability Insurance

Bidder/Contractor must procure and maintain Automobile Liability Insurance in an amount not less than **\$500,000 Bodily Injury and Property Damaged combined single limit.** The following indicated extensions of coverage must be provided:

☒ Additional Insured Endorsement (written on primary, non-contributing basis)

☒ Waiver of Subrogation in favor of CAL

☒ Owned, Non-owned & Hired Vehicles

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

E. Pollution Liability

Bidder/Contractor shall procure and maintain Pollution Liability Insurance in an amount not less than **\$1,000,000 each occurrence/aggregate**. Self-Insured Retention will be borne by the Bidder/Contractor. Complete operations coverage shall remain in effect for no less than three (3) years after final completion. The following extensions of coverage must be provided:

- ☒ Additional Insured Endorsement (written on primary, non-contributing basis)
- ☒ 60-day notice of cancellation to CAL

- ☒ Coverage for bodily injury and property damage sustained on site or offsite
- ☒ Broadened Coverage for Covered Autos
- ☒ Extension included for waste or other material deposited at non-owned disposal sites

F. Performance and Payment Bond

The Bidder/Contractor shall furnish a Payment Bond and Performance Bond to CAL in an amount equal to **100 percent** of the contract amount.

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

BIDDER'S ACKNOWLEDGEMENT

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

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

Printed Name: _____ Title: _____

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

Printed Name: _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone Number: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Lofts at Reynoldstown Crossing – Entrance and Vehicular Access Gate Construction

This Statement must accompany bids submitted for the project identified above.

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

1. NAME OF BIDDER: _____
2. BUSINESS ADDRESS: _____

3. TELEPHONE NUMBER: _____
4. OFFICIAL REPRESENTATIVE AND TITLE: _____

5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were competed or assigned to your firm or joint venture, including Name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (if a joint venture or sub-contractor that will be awarded a portion of the work exceeding 10% of the total bid amount, list separately for each joint venture partner or sub-contractor.) Limit to 5.
 - a. Contractors must have successfully completed at least two contracts involving the construction of Skate Parks, including grading, erosion, and sedimentation, control similar in size and scope to this Agreement.
6. Using the forms provided in this Section, provide information for key project personnel, Project Manager, Project Superintendent, Estimator, Project Engineer, Safety Engineer and QA/QC Manager.
7. The Contractor must have an established Safety Program that as a minimum includes those items as listed on the attachment entitled “CONTRACTOR SAFETY RECORD FORM.”

8. The Contractor's Workman's Compensation Rating (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years.
9. The Contractor's OSHA Incidence Rates must not exceed the Industry Standard published by the US Department of Labor (2012) (i.e. Recordable Incidence Rates of 5.3 and Loss Time Incidence Rates of 2.0 per OSHA definition and calculation for the last three (3) years.
 - a. Contractor's Recordable Incidence Rates: _____
 - b. Contractor's Lost Time Incidence Rates: _____
10. If there have been any fatalities during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager was cited by OSHA for "Willful" Violation, in performing the work in which the fatality occurred, the Contractor will be disqualified based on CAL's review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan.
 - a. Fatalities during the last five (5) years where Contractor was cited by OSHA for "Willful" Violation: _____
 - b. Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for "Willful" Violation: _____
11. If there have been any repeat OSHA (state and federal) violations during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager, the Contractor will be disqualified based on CAL's review.
12. If there have been incidents during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager that resulted in the wastewater or water treatment facility failing to meet NPDES Discharge Permit Requirements due to the actions of the Contractor Or Project Manager or failure of the Contractor or Project Manager to perform work on schedule, then the Contractor will be disqualified based on Atlanta Beltline Inc.'s review.

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

Date: _____

Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me
this ____ day of _____, 2014

Notary Public

My Commission Expires: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owner's Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Treatment Facility Capacity (MGD)	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT KEY STAFF EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owner's Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Treatment Facility Capacity (MGD)	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT SUPERINTENDENT'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

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

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT MANAGERS EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

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

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

Date:

Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me

this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

Contractor Safety Program

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

-	21. Confined Spaces	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	22. Hazard communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No

E.	<i>Do you conduct Safety Meetings for your employees?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, how often:		
-	Daily ____ Weekly ____ Bi-Weekly ____ Monthly ____ As needed ____		
F.	<i>Do you conduct health and safety audits of work in progress?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, who conducts audits?		
-	_____		
-	How often are the audits conducted?		
-	_____		
G.	Do you notify all employees of accidents and precautions related to accidents and near misses?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, how is this notification accomplished?		
-	1. Safety Meetings	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	2. Post notification in office	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	3. Post notification at the site where incident occurred	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	4. Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	<i>Is Safety a criteria in evaluating the performance of:</i>		
-	1. Employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	2. Supervisors	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	3. Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I.	<i>Does your firm hold "tailgate" safety meetings?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, how often:		
-	Daily ____ Weekly ____ Bi-Weekly ____ Monthly ____ As needed ____		
J.	<i>Does your company have a drug and alcohol testing policy?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
K.	<i>Does your company require that sub-contractors participate in a drug surveillance/testing program?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
L.	<i>Does your company have a method of disseminating safety information?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No

GEORGIA UTILITY CONTRACTOR'S
LICENSE CERTIFICATION (*if applicable*)

Project Name: Lofts at Reynoldstown Crossing Entrance and Vehicular Gate Access

NOTE: The Utility Contractor's License Number is also required on the Bid Envelope

Contractor's Name: _____

Utility Contractor's License Number: _____

Expiration Date of License: _____

INSURANCE COVERAGE AND BONDING CAPACITY

Lofts at Reynoldstown Crossing Entrance and Vehicular Gate Access Construction Site Preparation Project

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

SURETY:

Company Name: _____

Company Address: _____

Contact Name and Phone: _____

Bonding Capacity is: _____

Available (uncommitted) Bonding Capacity is: _____

INSURER:

Company Name: _____

Company Address: _____

Contact Name and Phone: _____

Company Name

President/Vice President

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

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

BID BOND

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

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

Chester Avenue Lofts, LLC
86 Pryor Street SW, Suite 300
Atlanta, GA 30303

City of Atlanta
55 Trinity Avenue
Atlanta, GA 30303

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

WHEREAS, the Principal has submitted to Chester Avenue Lofts, LLC a Bid Proposal to provide
materials, labor and equipment for

Lofts at Reynoldstown Crossing Entrance and Vehicular Gate Access Construction

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

NOW, THEREFORE, the conditions of this obligation are such that if the Bid Proposal be accepted,
the Principal shall, within ten (10) days after receipt of conformed Agreement Documents, execute
an Agreement in accordance with the Bid Proposal upon the terms, conditions and prices set forth
therein, and in the form and manner required by the Agreement Documents and executed sufficient
and satisfactory separate Performance and Payment Bonds payable to the Owner each in the
amount of 100% of the total Contract Price, in form and with security satisfactory to said Owner, then
this amount of five percent (5%) of the total bid amount in form satisfactory to the Owner, then this
obligation shall be void; otherwise, it shall be and remain if full force and effect in law; and the Surety
shall, upon failure of the Principal to comply with any and all of the foregoing requirements with the

Chester Avenue Lofts, LLC
Bid Bond

Bid Bond

Page 2

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

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

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 201__.

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness to Principal)

(Address)

ATTEST:

(Surety)

By: _____
(Attorney-in-Fact)

(Resident Agent)

(Address)

(SEAL)

(Witness to Surety)

(Address)

AUTHORIZATION TO TRANSACT BUSINESS

If the Successful Bidder is an organization or organizations combined to form a joint venture, before the Agreement is executed, the organization or the members of the Joint Venture team must submit documentary evidence from the Secretary of State that the organization is in good standing and that the organization is authorized to transact business in the State of Georgia. C A L reserves the right to request this evidence anytime during the procurement process.

The Successful Bidder must also supply documentation and certify its compliance with the requirements of E-Verify and the City of Atlanta's S.A.V.E. Program.

BIDDER/CONTRACTOR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Bidder/Contractor's officers, director's, affiliates and other employees, agents or representatives of this firm, for the project- **Lofts at Reynoldstown Crossing Entrance and Vehicle Gate Access Construction.**

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

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

2. Please describe the general development of said Bidder/Contractor's business during the past five (5) years, or such shorter period of time that said Bidder/Contractor has been in business.
3. Please state whether any of the following events have occurred in the last five (5) years with respect to said Bidder/Contractor. If any answer is yes, explain fully the following:
 - (a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Bidder/Contractor, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Bidder/Contractor:
 - (b) Whether Bidder/Contractor was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Bidder/Contractor from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) Whether said Bidder/Contractor's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Bidder/Contractor which directly arose from activities conducted by business unit or corporate division of said Bidder/Contractor which submitted a bid or proposal for the subject project, if so please explain.
4. Please state whether any employee, agent or representative of said Bidder/Contractor who is or will be directly involved in the subject project has or had within the last five (5) years; (i) directly or indirectly had a business relationship with the City of Atlanta (City), CAL, (ii) directly or indirectly received revenues from the City or CAL or (iii) directly or indirectly receives revenues from

Bidder/Contractor's Disclosure Form and Questionnaire

The result of conduction business on City property or pursuant to any contract with the City or CAL. Please describe any such relationship.

5. Please state whether any employee, agent or representative of said Bidder/Contractor who is or will be directly involved in the subject project has or had within the last five (5) years a direct or indirect business relationship (to the best of your knowledge and belief) with any elected or appointed City official or with any City or CAL employee, and fully describe such business relationship.
6. Please provide most current audited financial reports and latest interim "unaudited" financial statement for evaluation of financial capability.

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

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

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

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

On this _____ day of _____, 201__.

(Legal Name of Bidder/Contractor)

(Signature of Authorized Representative)

(Name)

(Title)

Chester Avenue Lofts, LLC
Bidder/Contractor's Disclosure

Bidder/Contractor's Disclosure Form and Questionnaire

(Date)

Sworn to and subscribed before me,

This _____ day of _____, 201____.

(Notary Public)

(SEAL)

My Commission Expires: _____