

REQUEST FOR PROPOSAL

CITY OF FOREST PARK DEPARTMENT OF PUBLIC WORKS

Project # 07142021

PROJECT OVERVIEW

Services Being Procured: This project is to provide On Call Managing General Contractors Services at the City of Forest Park. The service to be provided will be for the Department of Public works.

Using Department: DEPARTMENT OF PUBLIC WORKS

Pre-Bid Conference: Each Proponent is strongly encouraged to attend the Pre-Bid/Proposal Conference scheduled for the 28th of July at 11:00a.m at the City Council Chambers. All Conferences will be held at City of Forest Park City Hall 745 Forest Parkway, Forest Park, GA 30297.

Deadline to Submit Questions in Writing: July 30th no later than 5:00p.m. All questions must be submitted in writing to Girard Geeter via email at ageeter@forestparkga.gov.

Bid Deadline: Proposal must be submitted to the City of Forest Park Department of Procurement. Proposal Deadline is the 11th of August no later than 2:00p.m.

City's Contact: Girard Geeter, Procurement Manager ageeter@forestparkga.gov.

Each Proponent must submit one (1) original and three (3) copies of its proposal for the evaluation process.

Part I

Information to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Forest Park (the “City”), seeks to procure the services (“Services”) detailed in the Scope of Services.

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City’s Code of Ordinances, including its Procurement Code, and the particular method of source selection for the services sought in this RFP is Code Section 3-1-16; Competitive Sealed Proposals. **By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference. Each Proponent also agrees to participate and abide by all requested information and abide by all City Programs. The City will select three on-call General Contractors for these services.**

3. Minimum Qualifications:

- 3.1 A Joint Venture is optional for this RFP.
- 3.2 The Proponent (including majority member of the joint venturer) must have a minimum of five (5) years of experience as a General Contractor within the last ten (10) years.
- 3.3 The Proponent must be licensed to operate a General Contracting Company. The Proponent shall submit a copy of its General Contracting License issued from the State of Georgia. No other state license will be accepted. Each Proponent must show that their company can bond up to \$1,000,000 (1 million dollars) with a letter from their surety company, verifying this on the surety company’s letterhead.

4. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.

5. **Proposal Deadline:** Your response to this RFP must be received by the Department of Procurement, no later than 2:00 P.M., ET on the date specified in the Technical Instructions. Any Proposal received after this time will not be considered and will not be accepted by the City.

6. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the scheduled Pre-Proposal Conference. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the job requirements shall not relieve any Proponent from the responsibility of evaluating the difficulty or cost of successfully performing the Services properly. A site tour may be scheduled following the Pre-Proposal Conference.

7. Procurement Questions; Prohibited Contacts: Any questions regarding this RFP should be submitted in writing to the City's contact person as designated in the Technical Instructions on or before the date so designated. Questions received after the designated period will not be considered. Any response made by City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this procurement by monitoring the City's website at www.forestparkga.gov. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Procurement Manager in writing.

8. Ownership of Proposals: Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

9. Georgia Open Records Act: Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]" (Form 13)

10. Insurance and/or Bonding Requirements: The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP will be issued on each and every task order (i.e., payment and performance bonds), but each proponent must include a copy of their liability accord insurance document with this proposal submittals. Each Proponent must show proof from their surety that their company can be bonded up to \$1,000,000.

11. Applicable Diversity Program: The City's Diversity Program applicable to this procurement. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable Diversity Program.

12. Special Rules Applicable to Evaluation of Proposals: A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. The City reserves the right to disapprove any proposed subcontractors whose technical or financial ability, resources or experience are deemed inadequate. This will apply to each and every task order.

13. Examination of Proposal Documents:

- 13.1. Each Proponent is responsible for examining, with appropriate care, the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

Each Proponent shall promptly notify the City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

- 13.2. The City may, in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued addendum.

14. Oral Presentations and Demonstrations: All responsive Proponents may be required to make an oral presentation of their proposed solution to the City's Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent's proposal must be active participants in the oral presentation. The Proponent's presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion. The top three proponents based on the evaluator scores will be selected to move forward with a service contract. In the case of a tie, oral presentations will take place with the third ranked proponents for that third selection.

15. Cancellation of Solicitation: This solicitation may be cancelled in accordance with the City's Code of Ordinances.

16. Disqualification of Proponents: Any of the following may be considered as sufficient for disqualification of a Proponent and the rejection of the Proposal:

- a. Submission of more than one Proposal for the same work by an individual, firm, partnership or Corporation under the same or different name(s);
- b. Evidence of collusion among Proponents;
- c. Previous participation in collusive bidding on Work for the City;
- d. Submission of an unbalanced Proposal, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Proponent (the Agreement will be awarded only to a Proponent(s) rated as capable of performing the Work; the City may declare any Proponent ineligible at any time during the process of receiving Proposals or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Proponent's responsibility;
- f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;
- g. Uncompleted Work for which the Proponent is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Proponent; and
- h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

17. Award of Agreement; Execution: If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.

18. Illegal Immigration Reform and Enforcement Act: This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("IIREA" or "the Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSCIA. Pursuant to the Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit (Form 2), set forth in Part 4; Illegal Immigration Reform and Enforcement Act Forms, must be submitted with the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit (Form 2) on behalf of and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit (Form 2). It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit (Form 2) precedes the Affidavit.

19. Multiple Awards: The City reserves, at its sole discretion, the option to award to multiple Proponents. Multiple awards may be made on the total Scope of Services or components of the Scope of Services.

20. Electronic Proposal Documents. This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by the Department of Procurement, the version maintained by the City's Department of Procurement shall govern. The RFP document is available at www.ForestParkga.gov.

21. Title VI Solicitation Notice. The City of Forest Park, in accordance with the provisions of and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

PART II TECHNICAL INSTRUCTIONS AND QUALIFICATIONS

1. **Background Information on City of Forest Park:** Forest Park is a city in Clayton County, Georgia, United States. It is located approximately nine miles (14 km) south of Atlanta and is part of the Atlanta–Sandy Springs–Marietta Metropolitan Statistical Area. As of the 2010 census, the city had a population of 18,468.

2. **General Summary of Task Order Process; Qualifications:**
 - 2.1. Anticipated representative projects that may be the subject of a Task Order include, but may not be limited to:
 - 2.1.1 Roof Replacements—Single Ply and Built-Up;
 - 2.1.2 Miscellaneous Interior Finishes;
 - 2.1.3 Office Build-Outs;
 - 2.1.4 Ceiling Modifications;
 - 2.1.5 Minor Civil Projects; and
 - 2.1.6 New Construction

 - 2.2. All Services will be performed in accordance with the Contract, if awarded, and any Task Order issued under it. Any Proponent awarded a Contract pursuant to this **RFP** will be required to procure all required subcontractors/subconsultants, vendors, materials and any other items or services required to complete each project awarded via a Task Order. Appropriate solicitation documentation will be prepared by City for projects anticipated to be awarded pursuant to a Task Order and distributed to selected successful Proponent(s) awarded a Contract pursuant to this RFP. Selected Proponents may develop a cost proposal for the project subject to any predetermined fee or general conditions compensation payable under any Contract awarded under this RFP. If City accepts a cost proposal, it will execute a Task Order for the project with the successful Proponent.

 - 2.3. **The City contemplates selecting three (3) firms for an award of Contracts pursuant to this RFP.**

 - 2.2. A Task Order will be issued on an as-needed basis. The award of a Contract pursuant to this RFP does not guarantee that any Task Order will be issued under that Contract. No minimum amount of Services are guaranteed to any Proponent receiving an award of a Contract pursuant to this RFP.

3. **Proposal Requirements:**
 - 3.1. **Proposal Submission Requirement:** The Proponent must submit one (1) original and three (3) copies of its proposal. The Proposal must be submitted in a three (3) ring binder, indexed as outlined in Part III, Content of Proposal.

Part III

Content of Proposal

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered.

Information drafted and provided by a Proponent (to be submitted as Volume I of the Proposal), further details are provided hereinafter.

Information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP (to be submitted as Volume II of the Proposal), further details are provided hereinafter.

2. **Informational Proposal Volume I:** The information drafted and submitted by Proponent in response to this RFP, which must be set forth in and include each of the following parts:

- 2.1 **Title Page:** The title page must contain the following information:

- 2.1.1 **Managing General Contractor Services.** The Title page must identify the lead Person acting on behalf of the Proponent, including his/her contact name, address, e-mail address, phone number. The Title page must contain at a minimum the following information: Complete legal name of the Proponent, the names of the legal entities that comprise the Proponent, if it is a joint venture or partnership or other business entity whose ownership interests may be vested in business or other legal entities.

- 2.2 **Executive Summary:** The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to be considered for an award of a Contract for this procurement. The Executive Summary must contain the following information:

- 2.2.1 Complete legal name of the Proponent and the address of its primary business headquarters; General description of the Proponent, including its history and certifications (years in business, licenses held, association memberships, etc.);

- 2.2.2 The general and specific capabilities and experience of the Proponent that it believes will benefit the City;

- 2.2.3 Any awards or other special acknowledgments received by Proponent for excellence in construction services, and any other unique capabilities or areas of specialization the Proponent wishes City to consider.

- 2.3 **Management Plan:** The City requires that each Proponent be capable of self-performing as well as managing the work of all subcontractors/sub-consultants

or similar persons or entities. The Proponent should describe in detail:

- 2.3.1 The capacity and capability to perform multiple projects at multiple locations simultaneously. Please describe how the firm plans to perform multiple tasks and to execute the work assigned to the Team.
- 2.3.2 Describe the Team's role and duties of each position by indicating who will manage the overall project, attend project meetings, prepare work orders, negotiate with subcontractors, supervise the project and perform administrative tasks.
- 2.3.3 Describe Proponent's work plan to accomplishing a task order. The plan should include the Team approach to the phasing, construction, schedule and logistics in order to accomplish the completion of an approved task order.
- 2.3.4 Provide your approach to the expeditious close out of the project, corrections to unacceptable work, and punch list procedures.
- 2.3.5 Please describe your process for tracking and performing warranty work.

2.4 **Experience and Past Performance:** The City requires that each Proponent be capable of self-performing a minimum of thirty-five (35) percent of the work and/or managing all subcontractors/subconsultants or similar persons or entities unless authorized by the City to do more based on the task order. The Proponent must submit the following information to demonstrate its experience in these two key aspects of the work:

- 2.4.1 Full time employees of the Proponent (including administrative staff) to include position, years with Proponent, and licenses or certifications held;
- 2.4.2 The physical resources the Proponent owns, including equipment, vehicles, temporary office trailers, etc. (include the year and model when identifying equipment and vehicles); and
- 2.4.3 A matrix identifying 5 projects the Proponent, as a General Contractor, has completed during the past 10 years. The matrix must include:
 - 2.4.3.1 The name of the project;
 - 2.4.3.2 The value of the contract under which Proponent;
 - 2.4.3.3 Start and end dates of the project;
 - 2.4.3.4 Brief description of the project, including size and major work components;
 - 2.4.3.5 Description of work performed by the Proponent;
 - 2.4.3.6 Number of subcontractors/subconsultants managed by

the Proponent and the work performed by those subcontractors/sub-consultants;

- 2.4.3.7 Owner references for each project, including contact name and telephone number;
- 2.4.3.8 Indicate the number of change orders required to complete the project and the value, individually and collectively, of the change orders;
- 2.4.3.9 Local, Small Business and Diversity Program goals for each project and actual participation achieved by Proponent;
- 2.4.3.10 Safety performance (specifically identify any lost time accidents, work suspensions due to unsafe conditions, etc.).

2.5 **Organization Structure and Resumes:**

- 2.5.1 Organizational chart is required depicting key team and their titles.
- 2.5.2 Describe the position roles in the organization chart.
- 2.5.3 In the event there is need to replace key team members during the term of any Contract awarded, if any, Proponent must describe its back-up personnel, include Identify the individual(s) and role(s).
- 2.5.4 Provide resumes for the following positions: Principal-in-Charge, Project Manager, Safety Manager and Construction Superintendent. Submission of these names constitutes a commitment to use these individuals if the Proponent is awarded a Contract, and changes may be made only with the prior written consent of the City. For each person listed, submit a written resume not exceeding two (2) pages per person, organized as follows:
 - 2.5.4.1 Name and title;
 - 2.5.4.2 Professional background;
 - 2.5.4.3 Current and past relevant employment;
 - 2.5.4.4 Education;
 - 2.5.4.5 Certifications; and
 - 2.5.4.6 List of three (3) relevant projects, including client name, project description, project value, role of the individual, project completion date, reference contact name, phone number and e-mail address.

- 2.6 **Quality Control Plan Approach:** Proponent must submit an executive level plan describing the management process the Proponent will implement to ensure all work and services performed are of the highest quality. The approach should include a description of the Proponent's process as it pertains to shop drawings, product and materials submittals, inspection of subcontractor/subconsultant work and materials, means and methods of conducting Quality Control testing, etc. Describe the Proponent's corrective action plan. Describe how the

Proponent's organizational structure supports this plan and clearly identify responsible and accountable parties (Do not provide the Proponent's existing Quality Control Manual).

- 2.7 **Procurement Plan:** Proponent must submit an executive level approach (3 pages maximum) to the competitive and open procurement of subcontractors/subconsultants, materials, supplies and equipment required to complete a project. The plan must address the bonding requirements it will require of the subcontractors as well as any bonding assistance available to subcontractors.
- 2.8 **Local, Small Business, Diversity Program:** Proponent must provide an executive level plan (3 pages maximum) for achieving, at a minimum, the City LSBDD participation goals including the description of their plan for performing good faith outreach efforts. The plan must include any bonding assistance the Proponent will make available to Subcontractors. (25% goal)
- 2.9 **Safety Record and Experience:** Each Proponent must demonstrate that it is committed to implementing a first-rate safety program and that it has an exceptional safety and environmental record. Each Proponent must submit their current Experience Modification Rate (EMR). If an EMR is not available, each Proponent and its proposed subcontractors/subconsultants must submit a written statement detailing each one's safety records on its last 5 projects listed in the Proponent's reference., Include contact names and phone numbers where the City can verify the safety record statement. Each Proponent must provide a Log and Summary of OSHA violations and any fines or settlements for the past 36 months. Attach OSHA Form 300A - Work Related Injuries and Illnesses, as required by the U. S. Department of Labor, for the past 36 months (Provide OSHA Recordable Incident Rate (Year 2017) and OSHA Lost Days Away Incident Rate (Year 2017). This is applicable to site construction and installation activities only. (Do not submit the Proponent's Safety Manual).
- 2.10 **Surety Letter Regarding Bonding History:** Each proponent and/or member of the joint venture must submit its history of providing bonds on projects over the past five (5) years by supplying notarized letters from its surety companies stating the name of the project, bonded amount, project status and any surety activity/involvement/claims associated with the project delivery. Include a letter from your surety stating your company is bondable up to 1 million (\$1,000,000) dollars.

Part IV

EVALUATION OF PROPOSAL

All Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified on the Percentage Evaluation Form and considering the information required to be submitted in each Proposal. An Evaluation Committee will review the Proposals in accordance with this RFP.

| RELATIVE WEIGHT | GRADED ITEM | SCORE |
|------------------------|---|--------------|
| 25 | Management Plan | |
| 15 | Experience and Past Performance | |
| 10 | Organizational Structures and Resumes | |
| 10 | Quality Control Plan | |
| 15 | Procurement Plan | |
| 10 | Safety Record and Safety Experience | |
| 5 | Local, Small Business, and Diversity Program(Outreach Plan) | |
| 10 | Financial Capability | |
| 100% | Total Score | |

PART V

SUBMITTAL CHECKLIST

This table is included for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal.

| Item # | Required Proposal Submittal Check Sheet | Check (v) |
|---------------|---|-----------|
| 1 | Title Page | |
| 2 | Executive Summary | |
| 3 | Experience and Past Performance | |
| 4 | Organizational Structure/Key Personnel | |
| 5 | Quality Control Plan Approach | |
| 6 | Procurement Plan | |
| 7 | Local, Small Business, Diversity Program Plan | |
| 8 | Safety Record and Experience | |
| 9 | Surety Letter Regarding Bonding History | |
| 10 | Form 1: Proposal Submittal Letter Form | |
| 11 | Form 2: Illegal Immigration Reform and Enforcement Act | |
| 12 | Form 3: Contractor's Statement of Legal Status and Financial Capability | |
| 13 | Form 4: Acknowledgement of Insurance and Bonding Requirements | |
| 14 | Form 5: Acknowledgment of Addenda | |
| 15 | Form 6: Proponent's Contact Directory | |
| 16 | Form 7: List of Clients | |
| 17 | Form 8: Schedule of Contract Fully Burdened Labor Rates | |
| 18 | Form 9: Fee Acknowledgement Letter (Non-Applicable) | |
| 19 | Form 10: Local, Small Business, Diversity Program (Applicable with each task order) | |
| 20 | Form 11: Non-Collusion Affidavit | |
| 21 | Form 12: Certification Regarding Debarment, Suspension, and Other Matters | |
| 22 | Form 13: Trade Secret Status | |
| 23 | Joint Venture Agreement (if applicable) | |
| 24 | Georgia General Contractor's License(s) | |
| 25 | State of Georgia Certificate of Existence | |

FORM 1
PROPOSAL SUBMITTAL LETTER

This Form Must Be Signed and Return with Bid or Bid will be Deemed Non-responsive.

RFP # _____

The undersigned, _____, hereby submits its bid proposal to furnish all services, labor, materials, or equipment, delivered by the undersigned for the above referenced RFP to the City of Forest Park, Georgia.

The undersigned acknowledges and agrees that the Proposal submitted by the undersigned shall be binding upon the undersigned and that if City of Forest Park, Georgia, awards a contract to the undersigned, the Proposal made by the undersigned and delivered to City of Forest Park, Georgia herewith, together with such award, will constitute a legal, valid and binding contract between the undersigned and City of Forest Park, Georgia. The Contract created pursuant to the previous sentence shall incorporated the terms and conditions of the bid including, but not limited to, the bid Scope of Work, solicitation instructions and conditions, the contract provisions and the contractor's proposal, all as described in the bid.

IN WITNESS WHEREOF, the undersigned has duly executed and delivered this Proposal Submittal Letter this _____ day of _____.

By: _____

Title: _____

Sworn to and subscribed before me the _____ day of _____,
_____.

Notary Public: _____

My Commission Expires: _____

[SEAL]

Required Submittal (FORM 2)
Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO OFFERORS:

All Offerors must comply with the Illegal Immigration Reform and Enforcement Act, O.C.G.A §13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Offerors must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Offerors must not rely on these instructions for that purpose. The instructions are offered only as a convenience to assist Offerors in complying with the requirements of the City's procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid.
 2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number or formal contract number.**
 3. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
 4. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
 5. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
 6. **All Contractor Affidavits must be sworn, signed and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
 7. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
 8. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.
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Required Submittal (FORM 2)
Contractor Affidavit under O.C.G.A. § 13-10-91(b)(I)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: **(a)** the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; **(b)** the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; **(c)** the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; **(d)** the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; **(e)** the Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c); **(f)** the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and **(g)** Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization (mm/dd/yyyy)

Name of Contractor (*Legal Name of Offeror*)

Name of Project/Solicitation Number

Name of Public Employer

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

Executed on _____, ____, 20__ in _____ (City), _____(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

**The signature dates for both the authorized representative and notary public must be the same.*

Required Submittal (FORM 2b)
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with (name of contractor) on behalf of (name of public employer) has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five (5) business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number Date of Authorization (*mm/dd/yyyy*)

Name of Subcontractor (*Legal Name*) Name of Project/Solicitation Number

Name of Public Employer

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

Executed on _____, ____, 20__ in _____(City), _____(State).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

**The signature dates for both the authorized representative and notary public must be the same.*

Required Submittal (FORM 3)

Contractor's Statement of Legal Status and Financial Capability

For official and confidential use by the City of Forest Park, Georgia

Purpose/Instructions: The following information will be used by the City of Forest Park, Georgia in determining whether or not the identified **Contractor** has, in the opinion of the City of Forest Park, Georgia, the financial capability to successfully fulfill its obligations to the City.

If space on this form is inadequate for any requested information, please furnish on attached pages with a reference to the appropriate question number on this form.

A. Submission Information:

1. This Statement is being submitted as required by a FOREST PARK Solicitation:

FOREST PARK Solicitation #: _____
Project Name: _____

2. This information is current as of (date): _____

B. Contractor Information

1. Official Company/Entity Name: _____
(hereinafter "Contractor")
2. Mailing Address: _____
City/State/Zip: _____
3. If at this address less than 1 year, prior address: _____
_____ City/State/Zip: _____
4. Primary contact regarding this information: _____
5. Telephone Number: _____
6. Email Address: _____

C. Development Entity. The Development entity named above is:

- A sole proprietorship – Soc. Sec. # _____
 - A corporation – FID # _____
 - A nonprofit or charitable institution or corporation – FID # _____
 - A partnership _____ – FID # _____
 - A business association or a joint venture – FID # _____
 - A limited liability company – FID # _____
 - A Federal, State, or local government or instrumentality thereof
 - Other / explain: _____
-

D. Date and State of Organization. If the Contractor is not an individual or a government agency or instrumentality:

1. Date of organization: _____

2. State of organization: _____

E. Contractor Principals. Names of owners, officers, directors, trustees, and principal representatives of the development entity

| Name, Title, Address, ZIP Code | Description of interest/relationship | % of Ownership Interest |
|--------------------------------|--------------------------------------|-------------------------|
| | | |
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| | | |

F. Contractor Affiliations. Is the Contractor a subsidiary or parent of or affiliated with, any other corporation or corporations or any other firm or firms?

Yes No

If Yes, provide the following information:

| Corporation/Firm | Relationship to Contractor | Common Officers/Directors/Owners/ Trustees/Representatives |
|------------------|----------------------------|--|
| Name Address | | |
| Name Address | | |

If the Contractor is different than the parent corporation or firm, will the parent corporation or firm guarantee performance under this proposal?

Yes No

G. Bankruptcy. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors filed for bankruptcy, either voluntary or involuntary, within the past 10 years?

Yes No

If Yes, provide the following information:

| Name | Court | Date | Status |
|------|-------|------|--------|
| | | | |
| | | | |

H. Loan Defaults. Has the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors defaulted on a loan or other financial obligation? *(attach additional sheets if needed)*

Yes No

If Yes, explain: _____

I. Criminal Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors party to any past or pending criminal litigation?

Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

| Date Filed | Court | Charge/Current Status |
|------------|-------|-----------------------|
| | | |
| | | |

J. Civil Litigation. Is the Contractor or the parent corporation (if any), or any subsidiary or affiliated corporation of the Contractor or said parent corporation,

or any of the Contractor's officers or principal members, shareholders or investors party to any pending civil litigation that could potentially impact the financial capability of the Contractor to complete the proposed development?

Yes No

If Yes, provide the following information, and attach any additional information or explanation deemed necessary:

| Date Filed | Court | Current Status |
|------------|-------|----------------|
| | | |
| | | |

K. Conflict of Interest. Does any member or employee of the City of Forest Park, Georgia have any direct or indirect personal interest in the Contractor or in the redevelopment or rehabilitation of the property being proposed by the Contractor?

Yes No

If Yes, explain:

L. Source of Financing. Provide an itemization of planned or likely sources of funds to be used to cover Contractor's obligations under the project.

1. Provide a copy of a letter of interest from potential lenders, or
2. Provide any other evidence of Contractor's ability to obtain debt financing.
3. Provide name and address of financial institution reference(s).

M. Financial Condition. Provide an audited financial statement for each of the previous two years presented in accordance with generally accepted accounting principles and accompanied by an unqualified opinion of certified public accountants. If the date of this audited financial statement precedes the date of this submission by more than six months, also attach an interim balance sheet not more than 60 days old.

N. Previous Forest Park Projects. Has the Contractor or its parent entity (if any), or any subsidiary or affiliated entity of the Contractor or said parent corporation, or any of the Contractor's officers or principal members, shareholders or investors had any previous contractual relationship with the City of Forest Park?

Yes No

| Project Name | Description | Date |
|--------------|-------------|------|
| | | |
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O. Additional Information. Attach any additional evidence deemed helpful to demonstrate the Contractor's financial capacity and capability to complete the project.

CERTIFICATION

I * _____ certify under penalty of perjury under the laws of the State of Georgia that I am authorized to submit this information on behalf of the Contractor and that the statements made in this Proposal are true and correct. I further authorize the City of Forest Park, Georgia, or any employee or agent acting on behalf of the City of Forest Park, Georgia, to undertake any investigation deemed appropriate to verify the information contained herein.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

* If the Contractor is an individual, this statement should be signed by such individual; if a partnership, by one of the partners; if a corporation or other entity, by one of its chief officers having knowledge of the facts required by this statement.

FORM 4

Acknowledgement of Insurance and Bonding

I _____ on behalf of _____
("Proponent"), acknowledge that if selected as the successful Proponent for (enter project name and number) _____,
Proponent shall comply with all insurance and bonding requirements for the project listed above and any other attachments to the RFP which pertain to insurance and/or bonding.

Proponents understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to the award of a contract and to take all necessary steps to ensure compliance with the applicable requirements without delay. The Proponent understands, acknowledges and agrees that any failure to fully comply with the insurance and bonding requirements within 10 days of the date the Proponent receive a final contract.

By executing this Acknowledgement of Insurance and Bonding requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements. I represent that I am authorized to make the representation contained herein on behalf of the Proponent.

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20__.

NOTARY PUBLIC

My Commission Expires: _____

FORM 5

ACKNOWLEDGMENT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

| <u>Addendum Number</u> | <u>Dated</u> | <u>Acknowledge Receipt</u> (initial) |
|------------------------|--------------|---|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____

Required Submittal (FORM 6)
Contact Directory

Proponent Name: _____

| NAME | POSITION/TITLE (JV Relationship, if applicable) * | MAILING ADDRESS | PHONE NUMBER | EMAIL ADDRESS |
|-------------|--|------------------------|---------------------|----------------------|
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The purpose of the Offeror Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting an Offeror. This Offeror Contact Directory must include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for at least one (1) primary contact, and names, positions, titles of at least one (1) secondary contact, where applicable, authorized to represent the firm for purposes of this solicitation.

**Joint Ventures established less than three (3) years must include at least one (1) primary contact for each member.*

Required Submittal (FORM 7)
Reference List

Each Offeror must provide a list of at least three (3) references. The references provided shall not be from the same project and must be able to attest to an Offeror's performance ability and credibility in a particular industry or trade. The City may also consider the information obtained through other sources. Past and present performance information will be utilized to determine the quality of the Offeror's past and present performance as it relates to the probability of success for this Project.

Reference No. 1

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Reference No. 2

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

Required Submittal (FORM 7)
Reference List (cont.)

Reference No. 3

Project Name: _____

Owner/Client of Project: _____

Contact Name/Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone Number: _____ Email: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Offeror's Role and Responsibilities:

Current Completion Status:

FORM 8
SCHEDULE OF CONTRACT FULLY BURDENED LABOR RATES

PROPOSER NAME: _____

| Position | Raw Rate | Multiplier | Fully Burdened Labor Rate |
|------------------------|-----------------|-------------------|----------------------------------|
| Principal-in-Charge | | | |
| Project Manager | | | |
| Superintendent | | | |
| Safety Manager | | | |
| QC Manager | | | |
| Estimator | | | |
| Scheduler | | | |
| Contract Administrator | | | |
| Laborer | | | |

¹ Actual salary paid to employees of the Joint Venture Companies - proof of payment is required upon Contract award and invoicing.

² Fully Burdened Labor Rate - The actual cost paid or incurred by a company that is directly attributable to maintaining an employee including the employee's salary, statutorily required taxes, insurance, contributions, assessments, etc. as well as customary benefits provided to the company's employees per the company's printed policies such as medical and health benefits, sick leave, vacation, holidays, pensions, etc. The fully burdened labor rate also includes any consideration for overhead but NOT profit. The Joint Venture blended overhead apportioned to this contract is accounted for by a multiplier applied to the raw rates which results in the Fully Burdened labor Rate. The City reserves the right to audit this multiplier. The fully burdened labor rates shall be used in the preparation of all Task Orders and Change Orders.

FORM 9
Fee Acknowledgement Letter

Please transfer statement below on Company Letter Head and Sign
This will be submitted with each task order

FORM 10
Local, Small Business, Diversity Program

The City of Forest Park has implemented a Local, Small Business, Diversity Program to promote full and open competition in all city contracts. LSBSD participation goals are set on a task order-by-task order basis for each specific prime task order with subcontracting possibilities. The City wants to ensure that Proponents are non-discriminatory in their process of selecting sub-contractors. The City also wants to encourage Proponents to utilize small, minority or woman-owned businesses whenever possible.

Included in this RFP are subcontracting/ subconsultant forms (Form 10) that each winning Proponent will be required to complete when issued a task order. These forms are provided in this RFP for your information only, but must be completed when a task order is issued and subcontracting opportunities exist for the use of local, veteran-owned, minority, women, and disadvantaged business enterprises.

Each Proponent must propose to achieve the LSBSD participation goal that is equal or greater than the percentage required. Each Proponent will be required to submit evidence demonstrating that “good faith efforts” were made if you cannot meet the goal.

These forms are requirements under our Local, Small Business, Diversity Program, and it is a requirement to comply with making the “good faith effort” to achieve the goal. Failure to complete these forms will deem you non-responsive for that task order.

To be submitted post-award:

LSBSD Participation Report – Task Order Goal: Report detailing percentage of LSBSD participation (work performed) and payments to VOB/MBE/WBE/DBE subcontractors on a task order basis.

SUB-CONTRACTOR/SUPPLIER UTILIZATION

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete the project participation plan for sub-contractor/supplier **utilization** and submit the form once assigned a task order. **Failure to submit this form may result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the project.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
5. Type of work to be performed: Describe the type of proposed work to be performed by the subcontractor/supplier.
6. Certification of Owner: Provide the minority code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business **(if applicable)**
7. Estimated dollar value of work: Provide the estimated dollar value of the work to be performed by the subcontractor/supplier on the project.
8. Percentage of Total Bid Amount: Enter the estimated % of the total bid amount for which the minority will be paid.
9. Sign and date the form.

Estimated Dollar Value of the Work / Total Bid Amount = % of Total Bid Amount

**CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

Example

List all Majority, Minority, and Female Business Enterprise subcontractors/suppliers, including lower tiers, **to be used** on this project.

| Name of Sub-Contractor/Supplier | Company Name, Address and Phone Number | City of Forest Park Business License? (Yes or No) | Type of Work to be Performed | Owner of Business (see code below) | Dollar (\$) Value of Work | Percentage of Total Bid Amount |
|---------------------------------|---|---|---------------------------------|---|---------------------------|--------------------------------------|
| John Smith | Company ABC 123 Main Street Forest Park, GA 30297 770-123-4698 | Yes | Hauling | MBE | \$4200 | 8.4% |
| | | | | | | |
| | | | | | | |
| | | | | | | |

Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent’s Company Name: _____ Date: _____ FC#: _____

Proponent’s Contact Number: _____ Project Name: _____

Signature: _____

**CITY OF FOREST PARK LOCAL, SMALL BUSINESS, DIVERSITY OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority, Minority, and Female Business Enterprise subcontractors/suppliers, including lower tiers, **to be used** on this project.

| Name of Sub-Contractor/Supplier | Company Name, Address and Phone Number | City of Forest Park Business License? (Yes or No) | Type of Work to be Performed | Owner of Business (see code below) | Dollar (\$) Value of Work | Percentage of Total Bid Amount |
|---------------------------------|---|---|---------------------------------|---|------------------------------|--------------------------------------|
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Total Local Business, % _____ Total Small Business % _____ Total Minority Business % _____

Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

Proponent’s Company Name: _____ Date: _____ FC#: _____

Proponent’s Contact Number: _____ Project Name: _____

Signature: _____

SUB-CONTRACTOR CONTACT FORM – TASK ORDER GOALS

INSTRUCTIONS TO CONTRACTORS

The prime contractor must complete and sign the sub-contractor **contact form** and submit the completed and signed form with the bid. **Failure to submit this form may result in being deemed nonresponsive.**

1. Name of contractor/supplier: Provide name of the contractor or supplier you contacted to perform on the task order.
2. Contact Name, Address and Phone Number: Provide the contact information of the contractor/supplier you contacted.
3. City of Forest Park Business License: State if the contractor/supplier you contacted is a City of Forest Park Licensed business.
4. Type or work solicited for: Describe the type of work for which you are soliciting from the contractor/supplier.
5. Business Ownership (Enter Code): State whether the contractor/supplier you contacted is an MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, or VOB – Veteran Owned Business **(if applicable)**
6. Results of Contact: Describe the results of your contact.
7. Sign and date the form.

Example:

| Name of Sub-Contractor/Supplier | Company Name, Address, and Phone Number | City of Forest Park Business License? (Yes or No) | Type of Work Solicited For | Business Ownership (Enter Code) | Results of Contact |
|--|--|--|-----------------------------------|--|---------------------------|
| John Smith | Company ABC 123 Main Street Morrow, GA 30260 770-123-4698 | Yes | Hauling | DBE | Will perform as sub |

**CITY OF FOREST PARK
SUBCONTRACTOR CONTACT FORM**

List all subcontractors or suppliers that were **contacted** regarding this project

| Name of Sub-Contractor/Supplier | Company Name, Address, and Phone Number | City of Forest Park Business License? (Yes or No) | Type of Work Solicited For | Business Ownership (Enter Code) | Results of Contact |
|---------------------------------|---|---|----------------------------|---------------------------------|--------------------|
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Diversity Code: MBE – Minority Business Enterprise, DBE – Disadvantaged Business Enterprise, WBE – Women Business Enterprise, VOB – Veteran Owned Business

| Name of Sub-Contractor/Supplier | Company Name, Address, and Phone Number | City of Forest Park Business License? (Yes or No) | Type of Work Solicited For | Business Ownership (Enter Code) | Results of Contact |
|---------------------------------|---|---|----------------------------|---------------------------------|--------------------|
| | | | | | |
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Proponent's Name: _____ Project Name: _____ FC#: _____

Signature: _____ Contact No: _____ Date: _____

POST AWARD – LSB D PARTICIPATION REPORT – TASK ORDER GOAL

Instructions To Contractors

The prime contractor must complete the **participation report** and submit the form with each pay application to the COFP Department Project Manager in charge of the contract. Failure to submit this form will result in payment application being deemed incomplete.

1. Report Number: Reports must be consecutively numbered. It will only be necessary to submit a report in a period when the approved VOB/MBE/WBE/DBE has performed a portion of the work that has been designated for the contract.
2. Date: Actual date of the report.
3. Pay application period end date: Reports must acknowledge the end date for the period for which is being reported.
4. VOB/MBE/WBE/DBE Amount: The amount of the contract for which the VOB/MBE/WBE/DBE will earn.
5. Prior Earned Pay Application Amount: The amount previously submitted for payment on pay application.
6. Current Earned Pay Application Amount: The amount submitting with current payment application.
7. Earnings To-Date: The actual amount that each VOB/MBE/WBE/DBE has earned to-date under the contract.
8. Percent of Task Order: This percentage is calculated using the contract amount and the total VOB/MBE/WBE/DBE earnings-to-date. Divide the total task order amount by the total VOB/MBE/WBE/DBE earnings-to-date.
9. Certification: The contractor's authorized representative must sign this form prior to submittal.

GENERAL INFORMATION

When the approved VOB/MBE/WBE/DBE is to provide materials, goods or services, this completed form must be submitted to the COFP Department Project Manager. The prime contractor must notify COFP of any changes to VOB/MBE/WBE/DBE firms.

It is not necessary to complete this form if there are no subcontracting opportunities available for the use of VOB/MBE/WBE/DBE firms.

POST AWARD – LSB D PARTICIPATION REPORT – TASK ORDER GOAL

PROJECT NO. (S): _____

REPORT NO.: _____

CONTRACTOR: _____

DATE: _____

TASK ORDER AMOUNT: \$ _____

PAY APPLICATION PERIOD END DATE: _____

Check if final payment >>> FINAL PAYMENT

% LSB D GOAL _____

VOB/MBE/WBE/DBE AMOUNT \$: _____

| NAME OF APPROVED VOB/MBE/WBE/DBE | DESCRIPTION OF WORK | PRIOR EARNED PAY APPLICATION AMOUNT | CURRENT EARNED PAY APPLICATION AMOUNT | EARNINGS TO-DATE |
|----------------------------------|---------------------|-------------------------------------|---------------------------------------|------------------|
| | | | | |
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TOTAL VOB/MBE/WBE/DBE EARNINGS TO-DATE: _____

% TASK ORDER: _____

I HEREBY CERTIFY THAT THE ABOVE STATEMENT IS TRUE AND CORRECT AND SUPPORTING DOCUMENTATION IS ON FILE AND IS AVAILABLE FOR INSPECTION BY COFP AT ANY TIME.

SIGNED _____
 CONTRACTOR

REMARKS _____

FOR DEPARTMENT USE ONLY:

THIS DOCUMENT HAS BEEN REVIEWED AT THAT PROJECT LEVEL BY:

FORM 11
NON-COLLUSION AFFIDAVIT

The undersigned bidder or agent, being duly sworn on oath, says that he/she has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to include anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding. He/She further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee gift, commission or thing of value on account of such sale.

I HEREBY AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE FACTS AND INFORMATION CONTAINED IN THE FOREGOING RESPONSE ARE TRUE AND CORRECT.

Dated this _____ day of _____, _____

(Name of Organization)

(Print Name)

(Title)

(Signature)

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____

FORM 12
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
MATTERS

The Proposer, _____, certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal, State, or local department or agency;
2. Have not within a three-year period preceding this Proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or Contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with the commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the proposer is unable to certify to any of the statements in this certification, such proposer shall attach an explanation to this Proposal.

The proposer certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification.

Signature of Authorized Agent

Name/Title of Authorized Agent

Before me, a Notary Public, personally appeared the above named and swore that the statements contained in the foregoing document are true and correct.

Subscribed and sworn to me this _____ day of _____, _____.

Notary Public Signature

My Commission Expires: _____ [SEAL]

FORM 13

TRADE SECRET STATUS

This **CONTRACT FOR MANAGING GENERAL CONTRACTOR SERVICES** (“Contract”) between the City of Forest Park, Georgia (“City”) and _____ (“Contractor”) is entered into effective _____, 201__ (“Effective Date”).

ARTICLE 1
THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT

1.1 The Intent of the Agreement.

- 1.1.1 Contractor accepts the relationship of trust and confidence established between it and City by this Contract. Contractor covenants with City to furnish its best skill, judgment and staff, and to cooperate with City in Contractor's performance of any work under the Contract. This is a Task Order based agreement. Each Task Order, as defined in Exhibit A, must be executed in accordance with the terms of the Contract. Contractor agrees to furnish efficient business administration and superintendence and to complete any Projects assigned to it by Task Order under this Contract in the most efficient, expeditious and economical manner consistent with the Contract Documents and the interests of City.
- 1.1.2 For any Project assigned to it under this Contract, Contractor will be issued a Task Order that describes the scope of work to be performed by Contractor, the delivery method to be used and the method of payment. The Task Order may direct Contractor to perform the work using the design-bid-build method, the design-build method, some combination thereof or any other industry accepted delivery method. Contractor may be compensated on a cost of Work plus a fee basis, unit price basis, lump sum basis or a combination of any of these bases. A Task Order will, to the extent available and applicable, contain the drawings, narrative, specifications, and other documents necessary to describe the work to be performed. The Task Order will contain the date by which the work must be completed or a performance period (which may include milestones) during which the Work must be commenced and completed.
- 1.1.3 Contractor acknowledges and agrees that for any Services provided under this Contract, Contractor is bound by the terms and conditions contained herein as well as by the terms and conditions contained in any Task Order issued under the Contract. Contractor further acknowledges and agrees a Task Order issued under the Contract will contain Project specific terms and conditions pursuant to which the work will be performed.
- 1.1.4 By executing this Contract, City is not guaranteeing that it will issue a Task Order to Contractor. Whether Contractor is issued a Task Order is at the sole and complete discretion of City. Contractor further acknowledges that the City may award similar contracts to other contractors providing the same or similar services.

1.2 **Term.**

1.2.1 **Initial Term.** The initial Term of this Contract is three (3) years. This initial term of the Contract and any renewal term(s) are collectively referred to as the “Term”. Any Task Order issued under this Contract may have a performance period that extends beyond the applicable expiration date of this Contract. Contractor is bound to complete all work under the Task Order, per the terms and conditions of both the Contract and the Task Order, as long as such Task Order was issued prior to that expiration date of the Contract.

1.2.2 **Renewal Terms.** The City shall have the right, in its sole discretion, to renew this Contract for two (2) additional two (2) year terms according to the following procedure:

1.2.2.1 If City desires to exercise its option to renew, it will submit legislation authorizing such renewal for consideration by the City Council and Mayor prior to the expiration of the initial Term of this Contract. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the Initial Term.

1.2.2.2 If such legislation is enacted, within ten (10) days of such enactment, City will notify Contractor in writing of such renewal, at which time Contractor shall be bound to perform under the Contract during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Contractor that its initial execution of this Contract is deemed its agreement to continue to perform the Work under it during any renewal Term authorized by the City.

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**ARTICLE 2
CONTRACTOR'S SERVICES**

- 2.1 **Harmony.** Contractor agrees that it will exert every reasonable and diligent effort to assure that all labor employed by Contractor and its Subcontractors/Suppliers for the Work on any Task Order shall work in harmony with and be compatible with all other labor being used by other contractors now or in the future on the site of the Project. Contractor further agrees that this provision will be included in all Subcontracts/Supply Agreements.
- 2.2 **Task Orders.** Task Order means a written order issued by the Owner for the performance of a specified project or service, including a defined scope of work, pursuant to the Contract. A Task Order shall not become effective until it has been executed by the Mayor or City Manager.
- 2.3 **Bonds.** If Contractor is issued a Task Order, Contractor shall provide Bonds to City, on forms furnished by City, which are attached collectively as **Exhibit C**, each in an amount equal to 100 percent of the amount of the applicable Task Order. Contractor is required to provide such Bonds at the time the Contractor presents the Task Order to the City for execution.
- 2.4 **Insurance.** If Contractor is issued a Task Order, Contractor shall provide insurance in accordance with **Exhibit D**.
- 2.5 **General and Special Conditions.** The Work shall be performed in accordance with the Conditions and other requirements will be included in each Task Order, as appropriate.

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ARTICLE 3 TASK ORDER PROPOSALS

- 3.1 **Bidding:** Appropriate solicitation documentation will be prepared by City for projects anticipated to be awarded pursuant to this Contract and competitively bid amongst a selected number of the Managing General Contractors (MGC) at the City's sole discretion. However, the City reserves the right to seek a Task Order proposal from a single MGC. Contractor(s) are required to submit a valid and realistic proposal responding to any solicitation document issued to Contractor by City.
- 3.2 **Award:** The selected MGC(s) will develop a Task Order proposal using the delivery method and compensation basis directed by City for the Project based on the requirements, scope and criteria set forth in the solicitation document. At the City's sole discretion, the City will award a Task Order to the most responsible and responsive MGC in accordance with the criteria established in the City.
- 3.3 **Task Order Submittal Requirements:** Submittal requirements will be established on a Task Order by Task Order basis, however, in all cases Contractor is required to submit a separate General Conditions line item. The General Conditions submittal must include supporting documentation identifying Contractor proposed personnel, role and duration. Contractor acknowledges that personnel direct hourly rates are subject to validation by the City which may require certified pay roll submittals. Other General Conditions costs must be itemized including, as applicable, number of units, cost, and duration and cannot be submitted as "all-inclusive" lump sum prices.
- 3.4 **Labor Rates.** Contractor shall use these labor rates, as presented in **Exhibit B**, for the preparation of all Task Order proposals as well as for any pricing of adjustments for changes.
- 3.5 **Contractors Fee.** The Contractor's Fee for any Work awarded to Contractor under this Contract is established at five percent (5 %).
- 3.6 **Delivery Methods and Compensation Basis.**
- 3.6.1** Delivery methods that the City may elect to use are traditional design-bid-build, design-build, construction management at risk, some combination thereof or any other industry accepted method.
- 3.6.2** Compensation basis can be lump sum, unit price, some combination thereof or any other industry accepted method.
- 3.6.2.1 Lump Sum.** If the compensation method is lump sum, the pricing proposal shall include a tabulation of the MGC pricing in accordance with the City's required pricing format. MGC is required to submit a tabulation and analysis of all subcontractor bids received as well as the MGC's recommendation concerning award of subcontract(s). In addition the

MGC must certify in writing that the MGC has analyzed the bids and that the recommended subcontractor(s) General Conditions costs and fees in combination do not exceed twenty (20%) percent of the subcontractor bid.

3.6.2.2 Unit Price. If the compensation method is based on unit prices, Contractor shall provide unit prices based upon the estimated quantities provided by City and in accordance with the City's required pricing format. Unit prices are subject to negotiation and will be compared against the Department of Aviation's historical cost data base. Unless specified otherwise, unit prices shall include all direct costs, supervision management, overhead and fee.

3.7 **Reject Task Order Proposal.** If City rejects a Task Order Proposal, the Proposal shall be deemed withdrawn and of no effect.

3.8 **Modify Task Order Proposal.** City may issue revisions to the design, the specifications or other aspects of the project and require a modification of the Task Order Proposal for the City's consideration.

3.9 **Remove a Project from Consideration.** City may remove the Project from consideration for award to an MGC and construct the Project using another MGC or procure the services of another individual or entity through a competitive procurement authorized by City's Procurement and Real Estate Code or any other method of procurement authorized by Applicable Law.

3.10 **Performance.** The City reserves the right not to award a Task Order to an MGC who has failed to perform satisfactorily on previous Task Orders.

3.10 **Work Distribution:** The City is not required to equitably distribute work amongst the selected successful MGCs.

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**ARTICLE 4
SUBCONTRACTS**

- 4.1 **Goods and Services.** To the extent possible, Contractor will procure the goods and services in an open competition, public invitation to bid manner, published in electronic and/or print media. Contractor must document its good faith outreach efforts in identifying opportunities for Subcontractors and Suppliers to provide goods and services to Contractor in accordance with the City’s Supplier Diversity Policy.
- 4.2 **Open Competition.** In the event that the complexity of the Project, schedule requirements or other extenuating circumstances preclude open competition, Contractor may utilize a limited competition solicitation for Subcontractors and Suppliers to provide goods and services to Contractor in accordance with the following:
- 4.2.1 Contractor must identify and solicit bids from a minimum of three (3) qualified Subcontractors or Suppliers that have the expertise to complete the Work, or any portion of it, in accordance with the performance requirements of this Contract and associated Project documents.
- 4.3 **Subcontractor Selection.** If the Contractor bids the Work prior to submitting the Task Order proposal, the Contractor must include a tabulation of all Subcontractor bids received as well as a written recommendation for award of the Work. If the Work is not bid prior to the submission of a Task Order proposal, Contractor must submit a tabulation of all bids received and a written recommendation prior to awarding the Subcontract or Supply Agreement.
- 4.4 **Equipment.** Individual purchases of materials or leases of equipment amounting to less than \$1,000 each may be made without competitive selection when reasonably necessary to expedite the Work on the Project; however, Contractor shall not divide or separate a procurement in order to avoid the competitive requirements of in this Contract.
- 4.5 **Site Utilities.** Site utilities may be acquired at market rates from the entity(ies) providing such in the area.
- 4.6 **Limits on Self-Performed Work.** Contractor shall utilize a trade contractor whenever trade contracting opportunities present themselves on all task orders. Contractor may self-perform the work on task orders with the authorization of the City, based on the individual company’s expertise. Subcontractors and not self-perform the Work, unless authorized in advance in writing by City.

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ARTICLE 5
SCHEDULE, TIME OF COMMENCEMENT,
AND SUBSTANTIAL COMPLETION

- 5.1 **General.** If City requests Contractor to submit a Task Order Proposal, it must include a Schedule including the required date(s) for Substantial Completion, Beneficial Occupancy, Final Completion and other milestone dates as required by the Task Order. Contractor agrees to complete the construction of the Project set forth in the applicable Task Order in accordance with the agreed upon Substantial Completion date, Final Completion date and City occupancy date. Contractor acknowledges that failure to complete the Task Order Work within the times set forth in the approved schedule and applicable Task Order shall result in substantial damages to City sufficient to justify the imposition of liquidated damages. The amount of liquidated damages for a specific Project will be set forth in the applicable Task Order.

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**ARTICLE 6
COST OF THE WORK**

- 6.1 **General.** Unless otherwise set forth in a Task Order, the term “Cost of the Work” shall include the items set forth in this Article. Such costs shall be at rates no higher than the standard rates paid at the place of the Project, except with prior consent of City. The Cost of the Work may include only the items set forth in the Clauses 6.2 through 6.7 below entitled “Labor Costs”, “Subcontract Costs”, “Costs of Material and Equipment Incorporated in the Completed Construction”, “Costs of Consumable Materials and Equipment, Temporary Facilities and Related Items”, “Miscellaneous Cost of Work on which Contractor’s Fee Shall Not Apply” and “Other Costs and Emergencies”.
- 6.2 **Labor Costs.**
- 6.2.1 If MGC is allowed to self-perform portions of the Work, wages of laborers and mechanics directly employed by Contractor to perform the construction of the Work at the site or, with City's approval, at off-site workshops. Labor rates shall be per the Contractor’s approved Schedule of Labor Rates included in **Exhibit B**. Contractor shall submit certified payroll cost accounting records with the initial Application for Payment.
- 6.2.2 Wages or salaries of Contractor's supervisory and administrative personnel who are directly associated with the Work of the project. Supervisory and administrative personnel costs which are to be reimbursed in the performance of the Work shall be per the Contractor’s Schedule of Labor Rates, per **Exhibit B**. Contractor shall submit cost accounting records and certified payroll records with the initial Application for Payment.
- 6.2.3 Wages and salaries of Contractor's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, with City’s approval, but only for that portion of their time required for the Work. CONTRACTOR shall submit certified payroll cost accounting records with its initial Application for Payment.
- 6.2.4 Costs paid or incurred by Contractor as apportioned to the Project Work for taxes, insurance, permits, contributions, assessments and benefits required by Applicable Law.
- 6.2.5 All premium pay (overtime) work must be authorized in writing by City prior to proceeding.
- 6.3 **Subcontract Costs.** Payments made by Contractor to Subcontractors in accordance with the requirements of the Subcontracts and provisions of this Contract. A Subcontract may be a Lump Sum Agreement or reimbursement of reasonable and approved costs, plus specified rates for all fees, overhead and profit. The total for fees and general condition

costs shall not collectively exceed twenty percent (20%) of the subcontract direct costs, unless otherwise approved by City. All Subcontractors must submit cost accounting records and certified payroll with the initial Application for Payment for reimbursement Subcontracts.

6.4 **Costs of Materials and Equipment Incorporated in the Completed Construction.**

6.4.1 Costs including transportation and storage at the site of materials and equipment incorporated, or to be incorporated, in the completed construction.

6.4.2 Costs of materials described in the preceding Subsection (6.4.1) in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become City's property at the completion of the Work or, at City's option, shall be sold by Contractor. Any amounts realized from such sales shall be credited to City as a deduction from the Cost of the Work.

6.5 **Costs of Consumable Materials and Equipment, Temporary Facilities and Related Items.**

6.5.1 Costs, including transportation and installation, maintenance, dismantling and removal of materials, supplies, machinery, and equipment, that are provided by Contractor at the site and fully consumed in the performance of the Work; and costs (less salvage value) of such items if not fully consumed, whether sold to others or retained by Contractor. Cost for items previously used by Contractor shall mean current market value. Hand tools not customarily owned by construction workers will be paid at the rate of One Dollar Fifty-Five cents (\$1.55) per man-hour of non-salaried employees. The rate includes replacement cost of parts consumed in the normal course of Work for Project related scope.

6.5.2 **Contractor Owned Equipment Charges.** CITY shall pay a rate not greater than seventy percent (70%) of Penton Business Media, Inc./Equipment Watch/ Rental Rate Blue Book daily rental rates for equipment less than 10 years of age applicable for the period of performance of the change plus operating costs such as fuel, oil, lubricants, and maintenance; and

6.5.3 **Rental Equipment Charges.** CITY shall pay the documented net rental costs plus a markup of five percent (5%) for CONTRACTOR, except tools and equipment having original purchase prices of less than Five Hundred Dollars (\$500.00) each, which are deemed to be covered in the overhead and profit rates. If operating costs are not included in the rental rates, they are also allowable.

6.5.4 Costs of removal and disposal of debris from the site. All disposals shall be to an approved disposal site.

- 6.5.5 Costs of document reproductions, parcel delivery charges, telephone service at the Jobsite and reasonable petty cash expenses of the Jobsite office. All costs are subject to City's approval.
- 6.5.6 That portion of the reasonable expenses of Contractor's personnel incurred while traveling in discharge of duties connected with the Work. The maximum rate allowable for vehicle usage is the most cost effective rate established by Construction Kelly Bluebook.
- 6.5.7 Off site storage of materials and equipment at a mutually acceptable location, if approved in writing in advance by City.

6.6 **Miscellaneous Cost of Work on which Contractor's Fee shall not apply.**

- 6.6.1 That portion of insurance and bond premiums that can be directly attributed to this Contract.
- 6.6.2 Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which Contractor is liable.
- 6.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections Contractor is required by the Contract Documents to pay.

6.7 **Other Costs and Emergencies.**

- 6.7.1 Other costs incurred in the performance of the Work if, and to the extent, approved in advance in writing by City.
- 6.7.2 Costs due to emergencies incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.8 **Non-Reimbursable Items**

The following costs shall not be reimbursed to Contractor and are not included in Cost of the Work:

- 6.8.1 Salaries and other compensation of Contractor's personnel stationed at Contractor's principal office or offices who are not directly involved with the project work.
- 6.8.2 Contractor's capital expenses, including interest on Contractor's capital employed for the Work.

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ARTICLE 7
DISCOUNTS AND PENALTIES

- 7.1 **General.** All discounts for prompt payment shall accrue to City to the extent the Cost of the Work is paid directly by City or from a fund made available by City to Contractor for such payments. To the extent the Cost of the Work is paid with funds of Contractor, all cash discounts shall accrue to Contractor. All trade discounts, rebates, refunds, and all returns from sales of surplus materials and equipment, shall be credited to the Cost of the Work. All penalties incurred due to Contractor's fault for late payments of Cost of the Work will be paid by Contractor.

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**ARTICLE 8
PAYMENTS TO CONTRACTOR**

- 8.1 **Invoices.** Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit, as well as at any intervals determined by City during the course of the Project. Invoices for any travel expenses permitted under this Contract shall be submitted in accordance with procedures specified by City.
- 8.2 **Monthly Applications for Payment.** Contractor shall submit on a monthly basis to City a sworn Application for Payment, along with cost reports, showing in detail the percent of Work completed, and if a GMP, all monies paid out, costs accumulated, or costs incurred on account of the Cost of the Work during the previous month.
- 8.3 **Final Payment.** Final Payment for a Task Order, constituting the unpaid balance of the Task Order's lump sum amount or the Cost of the Work and applicable Fee, shall be due and payable in accordance with the Clause entitled "Payment Terms".
- 8.4 **Payments to Subcontractors.** Contractor shall pay promptly, within five (5) business days after receipt of payment from City, all amounts due Subcontractors less a retainage of ten percent (10%) of the amounts due under the Subcontract. At the Owner's discretion, once a Project is fifty percent (50%) complete, and based on Contractor's evaluation of the Subcontractor's acceptable performance, City may approve a reduction in Subcontractor retainage on future amounts earned from ten percent (10%) to five percent (5%), providing for retainage of approximately seven and one-half percent (7-1/2%) at Substantial Completion. Once a Subcontractor claims to have fully and satisfactorily completed its Work, Contractor and Architect or Engineer shall inspect the Work and list those items required for completion. At that time and at City's discretion, Contractor may release the Retainage held for the Subcontractor's Work except for an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-conforming items, provided that the unfinished or non-conforming items and cost of completing them are listed separately. Thereafter, Contractor shall pay to the Subcontractor, monthly, the amount retained for each incomplete item after each item is completed. Before issuance of final payment to the Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project and the Subcontract have been paid or otherwise satisfied, warranty information is complete, "As-Built" markups have been submitted, and instructions for City's operating and maintenance personnel is complete. Final Payment may be made to a Subcontractor whose Work is satisfactorily completed prior to the Project's Final Completion, but only upon City prior written approval. When requested by Contractor and approved by City, the requirement to withhold retainage on subcontractors may be waived. Contractor must maintain auditable records of all Subcontractor retainage activities and provide them to the City upon request.
- 8.5 **Payments for Materials and Equipment,** Payments will be made for material and equipment not incorporated in the Work but delivered and suitably stored at the site or another location subject to prior written approval and acceptance by City on each occasion.

8.6 **Withholding Payments to Subcontractors.** Contractor shall not withhold payments to Subcontractors if such payments have been made to Contractor. Should this occur for any reason, Contractor shall immediately return such monies to City, adjusting Applications for Payment and Project bookkeeping as required.

8.7 **Payment Terms.**

8.7.1 Unless otherwise provided in a Task Order, on or before the twenty-fifth (25th) day of each month, Contractor shall prepare and submit to City for its review and approval an Application for Payment in accordance with the requirements of the Task Order. Within fourteen (14) days of City's timely receipt of an Application for Payment from Contractor, City shall approve payment of it or notify Contractor in writing of its reasons for withholding approval. City may withhold payment on account of Contractor's failure to provide information it is required to provide, or on account of any ground, which permits the withholding of payments under this Contract. City shall not withhold payment of undisputed amounts owed.

8.7.2 Subject to its right to withhold payments under this Contract or Applicable Law, City shall pay to Contractor the approved amount of any Application for Payment. All Applications for Payment shall be subject to adjustment on account of any prior overpayments.

8.7.3 **Contractor's Retainage:** City is entitled to retain from interim payments made pursuant to this Article the amount of ten percent (10%) of the amounts properly billed by Contractor as Retainage. Once the Project reaches fifty percent (50%) completion, City, at its sole discretion, may reduce Retainage on subsequent self-performed work, general conditions and Contractor's Fee to five percent (5%) of the Cost of the Work. Retainage on Work performed by Subcontractors shall be in accordance with the above paragraph 8.4 entitled "Payments to Subcontractors". Contractor shall maintain auditable records of all retainage activities and provide them to the City upon request.

8.7.4 Upon (1) City's issuance of a Certificate of Substantial Completion for a Project; (2) a proper submission of an Application for Payment by Contractor (including but not limited to properly executed waivers and releases from Contractor and all Subcontractors and Suppliers in the forms approved by City and included in the Project Manual); (3) satisfactory evidence that all payrolls, Subcontractors, Suppliers, material bills and other indebtedness connected to the Project have been paid or otherwise satisfied; (4) all warranties are in place and the information to be provided to City has been provided; (5) all required instructions and training of City's operating and maintenance personnel is complete; and (6) all "As-Built" markups have been submitted to City, City shall pay to Contractor an amount (including any retained amounts) equal to the sum of the unpaid balance owed Contractor as Cost of the Work less (i) an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-

conforming work (“Final Payment Retainage”); (ii) an amount sufficient to pay all unpaid claims against Contractor as may be provided by the Contract Documents or by Applicable Law; (iii) an amount equal to all liquidated damages due but not recovered from Contractor; and (iv) an amount equal to any claims against City or its property for any labor, materials, supplies, services, or equipment claimed to have been furnished to or incorporated into the Project, or for any other alleged contribution to such amounts, unless and until such has been discharged. Notwithstanding the foregoing, City may withhold any amounts otherwise payable under this Article if grounds exist for such withholding under any provision of this Contract, Applicable Law or equity.

If City is withholding Final Payment Retainage, Contractor, City and the Architect or Engineer shall list those incomplete or non-conforming items prior to receiving Final Payment, and the items and costs of completing or correcting shall be listed separately. Thereafter, City shall pay to Contractor, monthly, the amount retained for each incomplete item after each is completed by it. City will provide seven (7) days prior written notice if City contends that Contractor has failed to promptly correct any deficiency. If after seven (7) days Contractor has failed to correct the deficiency or complete the item, Contractor waives its rights to payment for such items and will be responsible to City for all costs incurred to correct or complete such item.

- 8.7.5 Contractor’s acceptance of Final Payment for all of the Work shall constitute a waiver of all claims by Contractor with respect to the Project not expressly reserved by Contractor in its Application for Payment for the Final Payment.
- 8.7.6 This Contract does not create any contractual relationship between City and any Subcontractor or Supplier under contract with Contractor, or any duty by City to any such Subcontractor or Supplier. City shall have no obligation to pay or to see that payment of money owed to Subcontractors or Suppliers is made by Contractor.
- 8.7.7 In addition to other grounds set forth in this Contract, City may withhold the whole or part of any payment due Contractor to such extent necessary to protect City from loss on account of any of the following circumstances (regardless of when discovered):
 - (a) Defective work not remedied.
 - (b) Claims filed or reasonable evidence indicating probable filing of claims.
 - (c) Failure of Contractor to make payments properly to Subcontractors or Suppliers.
 - (d) Damage to another Contractor or to some third party.
 - (e) Failure to maintain an adequate rate of progress in accordance with the Project Schedule.
 - (f) Failure to supply enough skilled workmen or proper materials.
 - (g) Any material breach of this Contract.
 - (h) Any material failure to perform under this Contract.

- (i) Any failure to provide information required to be provided by Contractor to City.

When any ground for non-payment by City is removed, payment shall be made for amounts withheld. No omission on the part of City to exercise the option to withhold payment shall be construed to be a waiver of any breach or acquiescence to it, and City may exercise this option from time to time and as often as may be necessary.

8.7.8 By paying Contractor's Application for Payment or by making any other payments to Contractor (including the final payment of retainage), City shall not be deemed to have examined, inspected or reviewed in any way the quality or quantity of the Work or to have reviewed the construction means, methods, techniques, sequences or procedures, or to have made any examination to ascertain how or for what purpose Contractor has used the monies previously paid.

8.7.9 Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to City either by incorporation in the construction or upon the receipt of payment by Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project.

8.7.10 If City shall determine, by audit or otherwise, that it has made an overpayment to Contractor on the Contract and it makes written demand for repayment of the overpayment, Contractor shall, within five (5) days of receipt of such written demand for repayment, tender the amount of such overpayment to City or otherwise resolve the demand for repayment to City's satisfaction. At all times during the term of this Contract and for a period of six (6) years after the final acceptance of all of the Work, by City, or, if there is no such final acceptance, for six (6) years from the termination of this Contract, Contractor shall afford City, its auditors or its other authorized representatives access at reasonable times to any books, work papers, estimates, Subcontractor/Suppliers files, and accounting records of Contractor relative to the Work in order to verify compliance by Contractor with the Contract.

8.8 **Deductive Change Order for Contractor Liabilities** - If City incurs an actual loss or liability resulting from events stated in Subsection (8.7.7) of the Clause entitled "Payment Terms", in addition to withholding payment, City may issue a Unilateral Change Order reducing the lump sum amount by the amount of such loss or liability.

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ARTICLE 9
TERMINATION OR SUSPENSION OF THE CONTRACT AND CITY'S RIGHT
TO PERFORM CONTRACTOR'S OBLIGATIONS

- 9.1 **Termination by Contractor.** If the Project is stopped for a period of 90 days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of Contractor, Contractor may terminate the applicable Task Order upon seven (7) days prior written notice to City.
- 9.2 **Termination by the City for Convenience or for Default.** (See Task Order)
- 9.3 **Suspension by City.** (See Task Order)

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ARTICLE 10

NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY

- 10.1 **General.** City's liability to Contractor for any claims or disputes arising out of or related to the subject matter of this Contract or any Task Order issued under it, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by City of the costs, damages, or losses because of changed conditions under which the Work was performed, for additional Work, or for any matter between the parties, including allegations of breach of contract, shall be governed by this Contract and the applicable Task Order.

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**ARTICLE 11
MISCELLANEOUS**

- 11.1 **Contractor's Project Records.** Contractor's Project records shall be maintained in accordance with this Contract and shall be made available to City at all times.
- 11.2 **Electronic Mail Capabilities.** Contractor must have electronic mail capabilities through the World Wide Web. It is the intention of City to use electronic communication whenever possible. Contractor shall provide its electronic mail address and the name of a contact person responsible for its electronic communications prior to the issuance of any Task Order for a Project, which information will be included in the Task Order.
- 11.3 **Audits, Inspections and Testing.** Contractor shall permit (after notice and at reasonable times) audits, inspections, and testing desired by City relating to any matter which is the subject of this Contract. Such audits, inspections, and testing shall not relieve Contractor of any of its obligations under this Contract.
- 11.4 **Participation in Other Proceedings.** At City's request, Contractor shall allow itself to be joined as a party in any legal proceeding that involves City regarding the design, construction, installation, operation, or maintenance of any Project that is the subject of this Contract. This provision is for the benefit of City and not for the benefit of any other party.
- 11.5 **No Waiver.** The failure of Contractor or City to insist upon the strict performance of the terms and conditions of this Contract shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to later enforce the provision in accordance with this Contract in the event of a continuing or subsequent default on the part of Contractor or City.
- 11.6 **Trade Secrets and Confidential Information.** Contractor acknowledges and agrees that: (i) all Construction Documents and other plans, data, documentation and information which Contractor may obtain from City, from the Architect or Engineer, or from City's, employees or consultants or agents, or on City's premises, with respect to the Work, City's inventions, designs, improvements, trade secrets and other private matters, whether or not patentable, trademarkable or copyrightable, and all work product and other information resulting from Contractor's services, which are not generally publicly known (collectively, the "Trade Secrets") are the trade secret property of City and may be classified as Sensitive Security Information pursuant to 49 CFR § 1520.7; and (ii) all of City's information, plans, processes, methods, techniques and other intellectual properties of value to City, whether or not patentable, trademarkable or copyrightable (collectively, the "Confidential Information") are, together with the Trade Secrets, owned, as between Contractor and City, exclusively by City. The terms "Trade Secrets" and "Confidential Information" do not include information that City identifies in writing as not confidential, that rightly is or becomes publicly known, or that Contractor otherwise knows or receives without obligation of confidence.

Contractor further acknowledges and agrees that the Trade Secrets and Confidential Information represent a substantial investment by City, and shall, until Substantial Completion of all of the Work under this Contract and for a period of three (3) years after expiration of this Contract or the last Task Order issued under this Contract, whichever later occurs, or longer if required by Applicable Law, for all purposes be regarded by Contractor and its employees, agents and consultants as strictly confidential and trade secret properties of City, whether or not all or any portion of such Trade Secrets or Confidential Information is or may be validly copyrighted or patented. Contractor also acknowledges and agrees that any disclosure or use of such Trade Secrets or Confidential Information, except as otherwise authorized by City in writing, or any other violation of the confidentiality provisions of this Contract, would be wrongful and cause immediate and irreparable injury to City.

Contractor agrees to exercise its best efforts to insure the continued confidentiality and exclusive ownership by City of all Trade Secrets, Confidential Information and all of City's proprietary information known, disclosed or made available to it, or to any of its employees or agents or consultants, as a result of this Contract or its relationship with City. Except as required in performance of the Work pursuant to the terms and conditions of this Contract and any Task Order issued under it, neither Contractor nor its employees or agents or consultants or Subcontractors or Suppliers shall, until the termination or expiration of this Contract or the last Task Order issued under it, whichever later occurs and for a period of three (3) years thereafter, or longer if required by Applicable Law, without the express prior written consent of City, redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any Trade Secrets or Confidential Information of City. Contractor further agrees to cooperate with City's reasonable confidentiality and other requirements which may be established from time to time, and immediately notify City of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Contractor becomes aware or should, by reasonable diligence, be aware.

Contractor shall have the right to disclose: (i) for purposes of soliciting bids from Subcontractors or Suppliers, Contract Documents that normally are disclosed for bidding purposes; and (ii) Trade Secrets or Confidential Information pursuant to the order of a governmental authority or court having appropriate jurisdiction, provided that in the event of such an order, City shall be notified and provided with a copy of the order at least five (5) days prior to Contractor's disclosure of information pursuant to the order.

All work product of Contractor, its agents, employees, Subcontractors or Suppliers performed pursuant to this Contract (collectively, the "Work Product") shall be deemed, to the greatest extent possible, "works made for hire" (as defined in the Copyright Act, as amended 17 U.S.C.A. § 101 et seq.) and owned exclusively by City. Contractor unconditionally and irrevocably transfers and assigns to City all right, title and interest in and to any Work Product, including, without limitation, all patents, copyrights, trademarks, service marks and other intellectual property rights, upon payment to Contractor of amounts owed under this Contract. Contractor agrees to execute and deliver, and cause his employees and agents and all Subcontractors and Suppliers to execute and deliver, to City

any transfers, assignments, documents or other instruments which City may deem necessary or appropriate to vest complete title and ownership of any Work Product, and all rights in it, exclusively in City.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Contract on the respective dates under each signature. This Contract is executed under seal.

[CONTRACTOR]

By: _____

CITY OF FOREST PARK, GEORGIA

By: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

AUTHORIZING LEGISLATION

EXHIBIT B

CONTRACTOR'S FEE/RATES

(TO BE INSERTED UPON AWARD OF CONTRACT)

EXHIBIT C

PAYMENT AND PERFORMANCE **BONDS**

(TO BE INSERTED UPON AWARD OF TASK ORDER)

EXHIBIT D

INSURANCE REQUIREMENTS

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Service Provider. **To the extent permitted by applicable law, the City of Forest Park (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Forest Park, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Service Provider does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bonds in the name of Service Provider’s entity or partnership as the primary insured.

2. Project Number & Name

The project number () and name (**MANAGING GENERAL CONTRACTOR SERVICES**) must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D 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. Upon request, the Service Provider must submit the ratings for each company to the City.

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-;

- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) All performance and payment bonds must be underwritten by a 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 City, City will notify Service Provider in writing. Service Provider must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Service Provider's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the Agreement will not be construed to conflict with or limit Service Provider's indemnification obligations under the Agreement.

4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Exhibit D 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 City.

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of Forest Park in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Exhibit D (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

The City of Forest Park
745 Forest Parkway
Forest Park, GA 30297

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

Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

7. Certificate Holder

The **City of Forest Park** must be named as certificate holder. All notices must be mailed to the attention of The City of Forest Park, 745 Forest Parkway, Forest Park, GA 30297

8. Additional Insured Endorsements – Form CG 20 26 07 04 or Equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

9. Mandatory Sub-Contractor/Consultant Compliance

Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Service Provider.

11. Waiver of Subrogation in favor of the City of Forest Park

The certificates of Commercial General Liability Insurance, Excess Liability and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of Forest Park.

B. Workers' Compensation and Employer's Liability Insurance

Service Provider must procure and maintain Workers' 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:

| | |
|-----------------------------------|----------------------------------|
| Workers' Compensation | Statutory |
| Employer's Liability: | |
| Bodily Injury by Accident/Disease | \$1,000,000 each accident |
| Bodily Injury by Accident/Disease | \$1,000,000 each employee |
| Bodily Injury by Accident/Disease | \$1,000,000 policy limit |

C. Commercial General Liability Insurance

Service Provider must procure and maintain Commercial General Liability Insurance on Form CG 00 00 01 (or equivalent) in an amount not less than **\$1,000,000** per occurrence subject to a **\$2,000,000** aggregate. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Medical Expense
- Fire Legal Liability
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement (primary& non-contributing in favor of the City of Forest Park)
- Waiver of Subrogation in favor of the City of Forest Park

D. Commercial Automobile Liability Insurance

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

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Forest Park

If Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability coverage required under this **Exhibit D**.

E. Professional Liability /Errors & Omissions Insurance

Service Provider shall procure and maintain during the life of this contract Professional Liability/Errors & Omissions Insurance in an amount of **\$2,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision. As well as these extensions of coverage:

- Damages arising from a failure of computer security, or a wrongful release of private information
- Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident.

G. Pollution Liability

Service Provider shall procure and maintain Pollution Liability Insurance in an amount not less

than \$5,000,000 each occurrence/aggregate.

- Completed operations coverage shall remain in effect for no less than three (3) years after the end of the agreement.
- This coverage can also be satisfied with an endorsement to the General Liability policy.