



**REQUEST FOR PROPOSALS
26-048**

**S2103 Johnson Ferry Road at Peachtree Dunwoody Road Intersection Improvements
Design**

NON-MANDATORY PRE-BID CONFERENCE ATTENDANCE

Time: May 19, 2026, 2:00 PM Eastern Time (US and Canada)

VIA MICROSOFT TEAMS WEBINAR

<https://events.gcc.teams.microsoft.com/event/bf195c3b-c5d0-4d87-b16e-4fbc5b0a793b@c6279049-e794-4541-8247-8e8261a33321>

QUESTIONS DUE

May 28, 2026, 5:00 P.M.

PROPOSALS ARE DUE:

June 18, 2026, 2:00 P.M.

Bids shall only be accepted online through the Bonfire Portal at:

<https://sandysprings.bonfirehub.com/projectDrafts/235544/details>

Firms offering responses to this RFP ("Offeror(s)") shall submit sealed proposals ("Proposal(s)") to be received by the City of Sandy Springs ("City") no later than **June 18, 2026, 2:00 P.M. EST**. The City will only accept online submissions for this RFP through the Bonfire Portal at <https://sandysprings.bonfirehub.com/projectDrafts/235544/details>. Any proposal submitted in any other format (email, paper, fax, mail, etc.) will not be accepted for any reason.

GENERAL INFORMATION:

1. All communications regarding this solicitation must be with the assigned Procurement Agent, Ericka Kelly, ekelly@sandyspringsga.gov.
2. All questions or requests for clarification must be sent via Bonfire under Message Vendor Discussions: <https://sandysprings.bonfirehub.com/projectDrafts/235544/details> Questions are due **no later than May 28, 2026, 5:00 p.m.** Questions received after this date and time may not be answered. There is a pre-bid meeting associated with this solicitation.
3. No Questions bid shall be accepted from, and no contract will be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.

4. The form of contract the City intends to execute with the selected Offeror (the "Contract") is included as Attachment A for review. Offerors are urged to read this Contract carefully, including exhibits, prior to submitting a Proposal. In general, the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror must address these concerns in writing during the question and answer period. The Procurement Officer will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this RFP. If an Offeror is unwilling to execute the Contract, whether modified by addendum or not, a Proposal should not be submitted.
5. The City reserves the right to reject all Proposals and to waive technicalities and informalities, and to make award in the best interest of the City.
6. An Offeror's RFP Checklist is provided for your convenience below. This checklist is provided for assistance only and should not be submitted with the Proposal.
7. The City is not responsible for any technical difficulties. It is highly recommended that all Offerors submit their Proposals prior to the due date of this solicitation.
8. Offerors shall submit an executed Contract and all executed Exhibits to the Contract with the Proposal. Proposals that do not contain a fully executed Contract with all executed Exhibits may be deemed non-responsive
9. All Offerors are hereby notified that any digital content, applications, websites, or technology services provided under this solicitation must comply with the accessibility standards established under the Americans with Disabilities Act (ADA) and Web Content Accessibility Guidelines (WCAG) 2.1 Level AA. Offerors must demonstrate their ability to deliver products and/or services that are accessible to individuals with disabilities, including compatibility with assistive technologies such as screen readers, keyboard navigation, and voice recognition tools.

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Attachment A: AGREEMENT, which includes all Exhibits attached thereto including:

- Scope of Services
- Contractor Proposal and/or Fee Schedule
- Deliverables
- Schedule of Time and Performance of Work
- Compensation and Payment for Consultant Services
- Key Personnel and Subconsultants
- Certification of Consultant - Drug-Free Workplace
- Certification of Contractor - Georgia Security and Immigration Compliance Act
- Notice to Contractors - Compliance with Title VI of The Civil Rights Act of 1964
- Insurance Requirements
- Affidavit Verifying Status for City Public Benefit Application
- Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)
- Corporate Certificate
- Addendums

PROPOSAL SIGNATURE AND CERTIFICATION

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Proposal ("Offeror") for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this Proposal and certify that I am authorized to sign this Proposal for the undersigned Offeror. I further certify that the undersigned Offeror has not violated the provisions of O.C.G.A. § 45-10-20, et seq. and will not violate them in any respect.

Authorized Signature for Offeror: _____

Date: _____

Print/Type Name: _____

Print/Type Offeror Name Here: _____

Company Name: _____

CORPORATE CERTIFICATE

I, _____, certify that: I am the _____ of the entity named as Offeror in the foregoing Proposal; that

_____, who signed said Proposal on behalf of the Offeror, was then (title) _____ of said entity; that said Proposal was duly signed for and in behalf of said entity by authority of its governing body, and is within the scope of its corporate powers; that said entity is duly authorized to do business in the State of Georgia.

This _____ day of _____, 2026.

(Signature)

(Seal)

Corporate Name: _____

d/b/a: _____

OFFEROR'S RFP CHECKLIST
9 Critical Things to Keep in Mind When Responding
to an RFP for the City of Sandy Springs

1. _____ **Read the entire document.** Note critical items such as: supplies/services required; submittal dates; number of copies required for submittal; contract requirements, if any (e.g. bonding and insurance requirements).
2. _____ **Note the Procurement Officer's name, address, phone numbers and e-mail address.** This is the only person you are allowed to communicate with regarding the RFP and is an excellent source of information.
3. _____ **Attend the pre-Proposal meeting.** These meetings provide an opportunity to ask questions, obtain a better understanding of the procurement, or to notify the City of any ambiguities, inconsistencies, or errors in the RFP. This meeting is voluntary, but all potential Offerors are strongly encouraged to attend.
4. _____ **Take advantage of the "question and answer" period.** Submit your questions to the Procurement Officer by the due date listed in the RFP and view the answers given in any formal "addenda" issued for the RFP. All addenda issued for an RFP will be distributed by e-mail to Offerors.
5. _____ **Follow the format required in the RFP** when preparing a Proposal. Provide point-by-point responses to all sections in a clear and concise manner.
6. _____ **Provide complete answers/descriptions.** Read and answer **all** questions and requirements. Don't assume the City or Evaluation Committee will know what your capabilities are or what items/services you can provide, even if you have previously contracted with the City. Proposals are evaluated based on the information and materials provided in response to the RFP.
7. _____ **Use the forms provided**, e.g. cover page, reference questionnaire, etc.
8. _____ **Review the RFP document again** to make sure that you have addressed all requirements.
9. _____ **Submit the Proposal on time.** Note all the dates and times listed in this RFP, and be sure to submit all required items on time. Late Proposals will not be accepted.

This checklist is provided for assistance only and should not be submitted with your Proposal.

DEFINITIONS

SSPWD: Sandy Springs Public Works Department

GDOT: Georgia Department of Transportation

ADA: Americans with Disabilities Act. The federal act that gives civil rights protections to the disabled similar to those provided to individuals based on race, color, sex, national origin, age and religion. It guarantees equal opportunity for individuals with disabilities in public accommodations, employment, transportation, state and local government services and telecommunications.

CONTRACT DOCUMENTS: Contract Agreement, General Conditions, Appendices, Special Provisions, Technical Specifications, Drawings and Plans, Bidding Documents, Exhibits

EA: Each

PSI: Pounds Per Square Inch

GAL: Gallon

LF: Lineal Feet

LS: Lump Sum

SY: Square Yard

TN: Ton

OWNER: City of Sandy Springs

Contractor: The Prime Contractor for the Construction Project.

DOL: U.S. Department of Labor

MUTCD: Manual on Uniform Traffic Control Devices

SUE:

ES&C:

PCID:

PW: Public Works

CD:

RFI:

TSPLOST:

ADA-Accessible: Compliant with applicable Americans with Disabilities Act requirements and current GDOT and City standards.

Disturbed Areas: Any areas impacted by construction activities, whether temporary or permanent.

Miscellaneous Construction: Work not specifically bid as a pay item and performed only with prior written approval of the Engineer.

Notice to Proceed (NTP): Written authorization from the City establishing the start of Contract Time.

Potholing: Excavation performed to locate and verify the position and depth of existing utilities.

Pre-Qualified Prime Contractor: A contractor currently approved by GDOT for applicable work classifications.

Restoration: Returning disturbed areas to equal or better condition than existed prior to construction.

Substantial Completion: The stage at which the Work is sufficiently complete for its intended use, as determined by the Engineer.

Utility Coordination: Ongoing coordination with utility owners to support relocation, adjustment, or protection of utilities.

Work: All labor, materials, equipment, and services required to complete the project per the Contract Documents.

SECTION 1: BACKGROUND AND GENERAL INFORMATION

PURPOSE: The City of Sandy Springs is seeking design services for a project that will provide safety and operational improvements at the intersection of Peachtree Dunwoody Road and Johnson Ferry Road for the City (Project S2103, Peachtree Dunwoody Road at Johnson Ferry Road Intersection Improvements). This project is being managed by the Public Works Department, Capital Improvement Program Unit and the design is being funded by City TSPLOST funds.

In November 2025, the City completed the Johnson Ferry and Peachtree Dunwoody Road Intersection Concept Development Scoping Study that built upon a previously completed Medical District Roadway Safety Analysis (MDRSA). The goal of the MDRSA was to identify recommended safety improvements and potential projects within the City's Medical District. The City's Medical District lies near the Interstate 285 and State Route 400 interchange and the area includes three major hospitals and supporting medical office buildings. The MDRSA assessed existing conditions by reviewing geometric roadway conditions and crash history to identify potential safety improvements. The Peachtree Dunwoody at Johnson Ferry Road Intersection was identified as the highest volume location and highest crash location within the study area. The goal of the Johnson Ferry Road and Peachtree Dunwoody Road Intersection Scoping Study was to further examine the proposed improvements at the intersection and put forth a concept design for an improved intersection that will be within the City's budget. Those documents are included in this solicitation for reference. This design project will build upon the planning level concept plan to complete a full design for construction.

SECTION 2: SCOPE OF SERVICES

PROJECT TASKS:

The scope of services for this project includes the following tasks:

Task 1: Survey

A current and accurate ground run (two [2] foot contour interval) topographic survey of the entire project corridor including, but not limited to, both sides of Peachtree Dunwoody Road and Johnson Ferry Road striping (to include parking lot striping), curb line, and curb cuts, per the survey extents shown in Attachment A. Boundary surveys for each of the parcels along the project corridor will also be required and any buildings shall be located. Topographic survey shall extend to at least 150' from the centerline of the street. Survey shall include local issuing authority requirements for setbacks, zoning, buffers, surrounding land use and zonings, and Fulton County GIS benchmark reference. All utilities are to be located to SUE Level B. Level A SUE (assume 20 test holes) will be added to the project as required.

The Consultant should plan to provide the City with geotechnical exploration report findings, if necessary. The City will secure off-site easements and construction encroachment agreements for off-site construction, if necessary

The Consultant will collect all necessary traffic volume and turning movement data required for the development of the project. Include forecast models for the design year for each concept. The City typically expects the design year to be 20 years after the date of completion/delivery.

The City will provide additional base data (GIS grade) information as identified during the design process and as the project progresses. This additional base data may be required due to submittal requirements or findings made during the design process.

The City will provide a standard/template letter that can be used by Utility and Geotechnical subcontractors to show to residents that it is State Law to allow them on private property.

Synchro models and reports shall be provided for all schematic site plans. A summary of the intersection delay and lane-group delay should also be included for each schematic site plan.

The City may have raw historic traffic data that, when requested, can be provided to the Consultant to assist in developing the traffic study.

Task 2: Concept Design

The Consultant will be responsible for the following tasks during the concept design phase of the project:

- **Concept Design:** Provide a refined concept design based on the planning level concept plan previously completed. Ensure Americans with Disability Act (ADA) standards are addressed and appropriate design features are incorporated. The Consultant should also prepare a hydrology study for the road including analysis of gutter spread and provide design of a storm drainage system, as needed. The concept designs should also consider the results of the traffic study for any signal re-design. A concept cost estimate will also be required. Approval of concept drawings with any associated redline comments is required (in writing) prior to commencement of preliminary design documents.
- **Tree Protection:** Provide tree protection plan per COSS Technical Manual. Identification and protection (where possible) of existing significant trees. Coordination and recommendations with the City Arborist is anticipated. Restoration of landscape buffer where removal of existing trees is required to construct the sidewalk. The services of a registered Landscape Architect are expected to provide this project design support.
- **Green Infrastructure Feasibility Study:** A Green Infrastructure feasibility study is required per City Code for transportation projects. It is anticipated that the results of the study/checklist will be that the project will not be feasible for the incorporation of Green Infrastructure elements.
- **Utility Coordination:** The Consultant will coordinate with all applicable utility companies to obtain details of facility locations, identify any conflicts, and incorporate necessary utility relocations/redesigns into the plans. This effort will also include attending and participating in the City's monthly utility coordination meeting. All utilities are to be located to SUE Level B and incorporated into the Concept Design. A proposed utility plan with a first utility submission to all utility providers is anticipated as part of the preliminary design. A utility coordination log will need to be created and maintained.
- **ROW Plans:** The Consultant should be prepared to provide ROW plans that clearly summarize the locations and amounts of any easements and/or right of way acquisitions that will be required to construct the project. It is the intent of the City to minimize the requirement for additional right of way and associated easements from adjacent property owners. A formal Public Works Right of Way Plan Approval from the City will be required as part of the ROW process.
- **Retaining Wall Design:** Given the existing site characteristics, retaining walls will be required. The consultant will be required to have structural engineering support to prepare any necessary wall designs and the structural engineer should advise the design during concept phase on wall requirements. Wall foundation investigations through a geotechnical engineering consultant may be required depending upon the nature of the required walls.
- **Intersection Lighting Design:** Intersection lighting design will be required for the project. Additionally, the Consultant shall lay out the pedestrian light locations along the corridor per PCID standards.
- **Field Plan Review:** Coordinate concept field plan review.
- **City Approval Process:** The Consultant will be required to obtain approval of the plans from the City's Public Works (PW) Department. During the Concept Phase, this will include submitting concept level plans to COSS PW for review and approval. The Consultant will submit a design exception package detailing any variances from the City's standards for approval by PW.

Task 3: Preliminary Design, Utility Coordination, and Right of Way Acquisition

The Consultant will be responsible for the following tasks during the design development of the project:

- **Preliminary Design:** The Consultant will prepare preliminary design (60%) plans based on the preferred concept plan. After preliminary design approval, the Consultant will prepare construction drawings based on the preliminary design of the preferred alternative. Cross-sections at 25-foot minimum intervals and all driveway profiles to be included. Plans updated to incorporate utility comments. All project drawings should be put together in accordance with all City of Sandy Springs and GDOT standards and requirements.
- **ROW Plans:** Existing ROW, proposed ROW, and easement staking along with the centerline of the road are required prior to ROW coordination with the property owners. The consultant should anticipate that approximately 50% of property frontages will require design revision and restaking due to property owners' requests and City approved changes in order to secure right of way. Provide a complete set of right of way plans with the metes and bounds legal descriptions of the required right of way. Provide right of way staking and/or restaking when requested by the City at the appropriate time. Provide a right of way cost estimate.
- **Utility Coordination:** Further Utility location will be required to SUE Level A where the work of the project will potentially conflict with buried utilities (e.g. retaining wall foundations and pedestrian lights). Maintain and provide utility coordination log when requested by the City. Provide staking of centerline of the road for utility relocation as needed.
- **ADA Compliance:** All pedestrian paths should be designed in accordance with ADA standards and requirements. The City may request detailed grading plans for key areas such as ramps, plaza areas, and sidewalk tie-in points to help ensure compliance and proper design.
- **Field Plan Review:** Coordinate preliminary field plan review.
- **City Approval Process:** The Consultant will submit preliminary plans to the City's Community Development (CD) Department for review.

Task 4: Final Design Phase

The Consultant will be responsible for the following tasks during the final design phase of the project:

- **Final Design Package:** Complete 100% Plan Sets and Final Permit Review and Retaining Wall Permit Review by City, Proof of coordination and approval of ES&C plans by GA EPD if over an acre disturbed. Draft Bid Document to include Bid Schedule and Special Provisions.
- **Utility Coordination:** Documented completion of utility coordination and utility certification with either no conflict letters or evidence of utility approved agreements and plans to reconcile conflicts.
- **Field Plan Review:** Coordinate final field plan review.
- **City Approval Process:** The Consultant will submit final plans to the City's CD Department for review and approval.
- **Cost Estimate:** A Final Construction Cost Estimate will be required at the end of final design.

Task 5: Public Involvement

The Consultant shall provide a minimum of one (1) public meeting:

- One (1) concept meeting will be held. Consultant attendance at the meeting to answer questions from the public will be required.

- Presentation materials will be required for each meeting. Presentation materials will include presentation boards with illustrative renderings and perspective views of the proposed improvements.
- Consultant may also provide one (1) fact-finding meeting (this is optional).

The Consultant may be asked to prepare one (1) or two (2) presentations to the City Council during a work session and to prepare one (1) or two (2) presentations to PCID.

The Consultant may be asked to find a relevant location for public meetings when projects are more than a reasonable distance from City Hall.

Task 6: Post Design Services

- Attend pre-bid conference
- Respond to bidder questions
- Provide tabulation of bids received
- Attend pre-construction meeting
- Respond to construction RFI's
- Product/material submittal reviews
- 7-day inspection for erosion control
- Attend 1 on-site monthly meeting throughout the duration of construction

Major Project Milestones

- Survey, including SUE B
- Concept Design
- PIOH
- Utility Coordination
- Preliminary Design
- PW ROW Plan Approval
- ROW Negotiations and Acquisition (Assume 18 months)
- Final Design and Bid Document
- Let Date

SECTION 3: QUALIFICATIONS

Qualifications

The Prime Consultant MUST be prequalified by GDOT in the area classes listed below:

Area Class Number	Description
3.02	Two-Lane or Multi-Lane Urban Roadway Design
3.07	Traffic Operations Design
3.13	Facilities for Bicycles and Pedestrians

The Consultant Team shall be GDOT pre-qualified in:

Area Class Number	Description
3.10	Utility Coordination
3.12	Hydraulic and Hydrological Studies (Roadway)
5.01	Land Surveying
5.02	Engineering Surveys
5.05	Photogrammetry
5.08	Overhead-Sub Surface Utility Engineering SUE
6.01(a)	Soil Survey Studies
6.01(b)	Geological and Geophysical Studies
6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)
6.05	Hazardous Waste Site Assessment Studies
9.01	Erosion, Sedimentation, and Pollution Control Plan

SECTION 4: CONTENTS OF PROPOSAL, EVALUATION CRITERIA, AND SELECTION PROCESS

The RFP and Proposals will enable the City to gather additional information and identify qualified companies to perform the Scope of Services described in Section 2. The City will conduct a comprehensive, fair and impartial evaluation of all Proposals received. An evaluation committee (“Evaluation Committee”) will be established by the City to evaluate Proposals. The City reserves the right, among others, to determine that no qualified Proposals have been received and reject all Proposals. Please limit responses to thirty-seven pages.

Contents of Proposal

A Proposal shall contain two (2) components: (1) Technical Proposal; and (2) Fee Proposal. The Technical Proposal and Fee Proposal shall contain the information described below. It is not necessary or desirable to prepare an elaborate or extensive Proposal for this Project; detailed brochures, documentation, artwork, or other superfluous embellishments are unnecessary and are, in fact, discouraged.

Proposals will be scored and ranked based upon how well the Offeror demonstrates its knowledge and understanding of the evaluation criteria described herein. The City reserves the right to short list and conduct interviews should the need arise to complete the selection process.

The Technical proposal evaluation criteria consist of the following

- A. Company overview (one (1) page)
- B. Name of proposed Project Manager (four (4) pages maximum)

Provide information pertaining to the Project Manager, including, but not limited to:

- Education
- Registration
- Relevant engineering experience
- Relevant project management experience of similar complexity, size, scope, and function as this Project (five (5) projects maximum)

The City shall be offered the opportunity to approve any future change to this personnel.

C. Key Team Leaders

Provide experience of Key Team Leaders (Roadway Engineer, Traffic Engineer), to include, but not limited to (seven (7) pages maximum):

- Education
- Registration
- Relevant experience in the applicable resource area (three (3) projects max.)

The City shall be offered the opportunity to approve any future change to this personnel.

Resumes for Project Manager and Key Team Leaders may be included in an Appendix

D. Prime Consultant Experience

Provide information on the prime consultant's experience and ability to deliver effective services for projects of similar complexity, size, scope, and function as the Project described in this RFP Describe no more than five (5) projects, in order of most relevant to least relevant. Information should include (two (2) pages per project):

Client name, project location, and dates during which services were performed.

- Description of overall project and services performed by your firm.
- Duration of project services provided by your firm, and overall budget.
- Client(s) current contact information including names, email addresses, and telephone numbers.
- Involvement of Key Team Leaders on the projects.
- Description of QA/QC (quality control) program for projects to ensure accuracy and completeness of submittals.

E. Resources

Provide information regarding the overall resources dedicated to delivering the specific project, including (five (5) pages maximum):

- Identify and discuss the primary office that will be responsible for handling the specific project and the number and types of staff within the office, as well as how this office could benefit the project and promote efficiency.
- Narrative on Additional Resource Areas and Ability – Respondents are allowed one (1) page to provide information regarding additional resource areas identified as important to the Project, to discuss how the key areas will integrate and work together on the Project, and discuss any information that is pertinent to these areas. Respondents may discuss the advantages of the team and the abilities of the teams members will enable the project to meet the proposed schedule.

F. Technical Approach (ten (10) pages maximum)

1. General Design Understanding:
 - a. All aspects of sidewalk design as well as, but not limited to storm water design, retaining wall design to include foundation investigation, utility adjustments, and specialized expertise as needed

- b. Right of way required to construct the Project
 - c. City of Sandy Springs Development Code and Technical Manual
 - d. PCID Public Space Standards
 - e. ADA design requirements
 - f. Development of Project cost management
 - g. Development of construction documents for bidding, to include preparing special provisions and assessment of contractor bids, as well as to include bid tabulation
- 2. Base Data Coordination/Survey
 - 3. Utility Coordination
 - 4. Landscape Architecture

The score of the Proposal totals a possible maximum of ninety (90) points. The required elements of discussion for the four (4) Technical Proposal evaluation criteria and the possible maximum individual scores are:

TECHNICAL PROPOSAL CRITERIA	DESCRIPTION	POINTS
Project Manager and Key Team Leaders proposed to manage this Project	The credentials and experience of the person(s) assigned to our relationship and management team. Provide professional qualifications and description of experience for principal Project staff. The Project Manager's resume must be included. (At this stage, firms are being asked for information on lead staff only, but may list qualifications and experience on more than one lead individual who are being proposed for services to the City.	20
Prime Consultant Experience	Provide information on the firm's experience with clients of similar type, size, function, and complexity. Describe no more than five (5) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform services for the City. For each account, the following information should be provided: A. Client name, locations and dates during which services were performed. B. Clear description of overall project and services performed by your firm. C. Description of QA/QC program for projects for projects referenced	20
Resources	Identify and discuss the primary office that will be responsible for handling the specific project and the number and types of staff within the office, as well as how this office could benefit the Project and promote efficiency. Narrative on Additional Resource Areas and Ability – Respondents are allowed one page to provide information regarding additional resource areas identified as important to the Project, to discuss how the key areas will integrate and work together on the Project, and to discuss any information that is pertinent to these areas. Respondents may discuss the advantages of the team and the abilities of the team members which will enable the Project to meet the proposed schedule.	20
Technical Approach/Schedule	Consultants are required to describe the procedures and methods that the firm will to use to achieve success in the Project. Describe your firm's general design understanding with respect to, all aspects of sidewalk design as well as, but not limited to storm water design,	30

	retaining wall, design to include foundation investigation, utility adjustments, and specialized expertise as needed. Consideration will also need to be given for base data coordination, utility coordination, and landscape architecture. Include a schedule for timely completion of the Scope of Work. Information should be provided on the amount of time for each task.	
Fee Proposal	A Fee Proposal shall demonstrate competitive and innovative pricing sheet that incorporates all direct and indirect cost associated with the project. The Fee Proposal shall be provided in Bonfire.	10
Total Points		100

Fee Proposals will be evaluated for technically qualified Offerors after the Technical Proposal evaluation is completed. The Fee Proposal is rated by giving the Proposal with the lowest total cost the maximum number of points available (10 points).

While the fee proposed for performing the scope of work is an important consideration for contract award, it is not the only factor upon which award will be made. The City reserves the right to award other than the low Fee Proposal.

SECTION 5: SELECTION PROCESS

1. Interviews

At the City's discretion, selected Offerors may be interviewed as a part of Proposal evaluation based upon the criteria set out in the RFP, and other qualities demonstrated by the Offeror to differentiate itself from other submittals, such as unique qualities, methodologies, or approaches. Selected Offerors may be asked to provide additional information to the Evaluation Committee regarding demonstrated competence and qualifications, feasibility of implementing the Project as proposed, ability to meet schedules, costing methodology, or other factors as appropriate.

2. Additional Information

Any information requested by the Evaluation Committee subsequent to the Offeror's initial Proposal evaluation will be used to further evaluate the selected Offerors to determine a rank-order. The Evaluation Committee will make a recommendation for award, but Mayor and City Council shall have final approval of any award resulting from this solicitation.

3. Financial Information

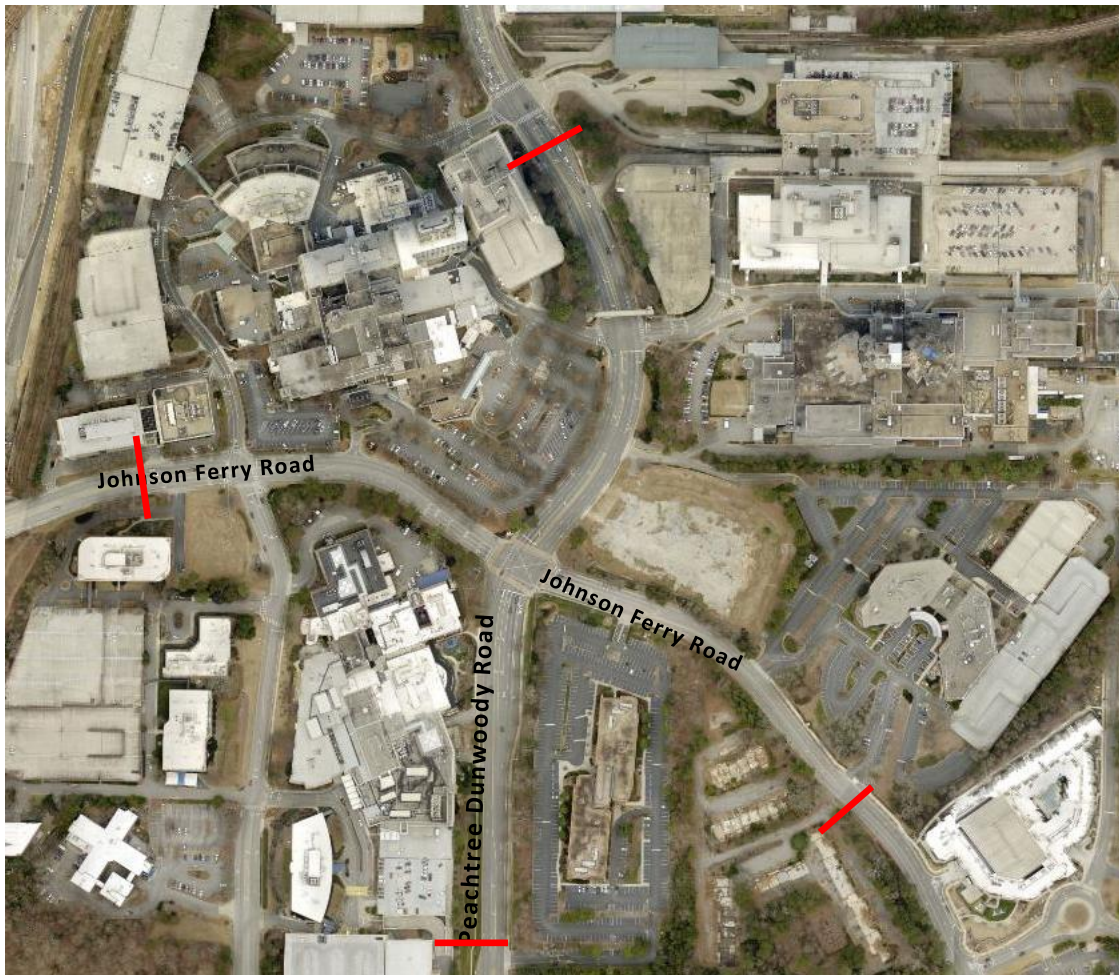
Information regarding the firm's financial history and stability may be required. Upon request, the Offeror shall submit the most recent two (2) years of audited financial statements.

4. Negotiation and Best and Final Offer

- a. If the City deems it is in its best interest to retain the services of one (1) or more Offerors, it reserves the right to negotiate a revised scope and/or fees. Negotiations will encompass all phases of work, including but not limited to, any other items the City deems appropriate.

- b. If negotiations are successful, the City and the highest-ranking Offeror will enter into a contract to perform the services outlined in this RFP. If an acceptable agreement cannot be reached between the City and the highest-ranking Offeror, the City may choose to negotiate with other Offeror(s).
- c. Qualified firms submitting Proposals may be required to submit financial statements for a minimum of two (2) recording periods prior to contract award.
- d. Separate meetings with more than one (1) Offeror may be conducted during the same timeframe; however, negotiation sessions with an Offeror will not be held in the presence of another Offeror.
- e. Offerors submitting Proposals should be aware that the Evaluation Committee has sole discretion to determine what offer is in the best interest of the City. Consequently, Offerors are urged to submit the best possible terms in their original submittal.
- f. The City reserves the right to request a best and final offer from top ranking Offerors. A best and final offer is an Offeror's response to the City's request for the last and most attractive offer to secure a contract for the Project.

Attachment A



Peachtree Dunwoody Road at Johnson Ferry Road Intersection

— Indicates Survey Extent Area

SECTION 6: COST PROPOSAL

The Cost Proposal should include all estimated costs, expenses, and pricing (direct and indirect). Please include a person-hour estimate to support your Cost Proposal. Work shall be performed and invoiced on an hourly not to exceed basis. Please use the form below to enter your Cost Proposal.

Cost Proposal

Item No.	Task Description	Cost/Price
1	Survey	
2	Concept Design	
3	Preliminary Design, Utility Coordination, and Right of Way Acquisition	
4	Final Design	
5	Public Involvement	
6	Post Design Services	
7	Additional Services as Requested by Engineer*	\$40,000

*** Additional Services as Requested by Engineer will be approved in writing by City staff prior to commencing work.**

Grand Total Cost/Price: _____.

BID PRICE CERTIFICATION

In compliance with the attached Specification, the undersigned offers and agrees that if this Bid is accepted, by the City Council within one hundred and twenty (120) days of the date of Bid opening, that he will furnish any or all of the Items upon which Prices are quoted, at the Price set opposite each Item, delivered to the designated point(s) within the time specified in the Bid Schedule.

TOTAL BID PRICE: _____

TOTAL BID PRICE IN WORDS: _____

COMPANY: _____

ADDRESS: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINT / TYPE NAME: _____

SECTION 7: SCHEDULE OF EVENTS

SCHEDULE OF EVENTS

EVENT	DATE
RFP Release Date	May 7, 2026
Pre-Proposal Meeting (Non-Mandatory)	May 19, 2026
Deadline for Inquiries	May 28, 2026 by 5:00pm EST
RFP Due Date	June 18, 2026 by 2:00 pm EST
RFP Evaluations	TBD
Final Selection	TBD

This proposed schedule of events is informational and is subject to change at the discretion of the City.

SECTION 8: TERMS AND CONDITIONS

All Proposals and supporting materials as well as correspondence relating to this procurement become property of the City when received. Any proprietary information contained in the Proposal shall be so indicated; however, a general indication that the entire contents, or a major portion, of the Proposal is proprietary will not be honored. The following terms and conditions shall also apply:

1. All applicable federal and state laws and City ordinances, licenses and regulations of all agencies having jurisdiction shall apply to Offerors throughout the solicitation and the Project and are incorporated herein.
2. Gratuities, Rebates, or kickbacks.
 - a. Gratuities. It is prohibited for any person to offer, give, or agree to give any City Representative, or for any City Representative to solicit, demand, accept, or agree to accept from another person, a gratuity, rebate or offer of employment in connection with any decision, approval, disapproval, recommendation or preparation of any part of this RFP influencing the content of any specification or standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to this RFP or a Contract or subcontract, or to any Solicitation or response therefore in any manner inconsistent with the State of Georgia's Department of Administrative Services Gratuity Policy located in the Georgia Procurement Manual Section I.4.
 - b. Kickbacks. It is prohibited for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a Contract to the prime Contractor or higher tier subcontractor, or any person associated therewith, as an inducement for the Award of this RFP.
 - c. Rebates. It is prohibited for any rebate to be offered for the sole purpose of inducement. Rebates normally or routinely offered to all customers for the purchase of Goods and Services are acceptable and are the property of the City.
 - d. Nothing in this section shall preclude a City Representative from attending seminars, courses, lectures, briefings, or similar functions at any Offeror's facility or at any other place if any such seminar, course, lecture, briefing, or similar function is for the purpose of furnishing the City Representative with knowledge and information relative to the Offeror's Goods or Services and is one the City Manager determines would be beneficial to the City. In connection with any such seminar, course, lecture, briefing, or similar function, nothing shall preclude the City Representative from receiving meals from an Offeror. Nothing in this

section shall preclude the City Representative from receiving educational materials and business related items of not more than nominal value from an Offeror. Nothing contained in this section shall permit the City Representative to accept free travel from the Offeror outside the State of Georgia or free lodging in or outside the State of Georgia.

3. Professionals requiring special licenses shall be licensed in the State of Georgia, and shall be responsible for those portions of the work as may be required by law.
4. No Proposal shall be accepted from, and no contract shall be awarded to, any person, firm, or corporation that (i) is in arrears to the City with respect to any debt, (ii) is in default with respect to any obligation to the City, or (iii) is deemed irresponsible or unreliable by the City.
5. The City shall be able to request of an Offeror satisfactory evidence that it has the necessary financial resources to accomplish the requirements of the contract.
6. From the date this RFP is issued until a Consultant is selected, Offerors are not allowed to communicate with any staff or elected officials of the City regarding this procurement, except at the direction of Ericka Kelly, Purchasing Agent for this procurement. Any unauthorized contact may disqualify the Offeror from further consideration. Contact information for the single point of contact is as follows:

Ericka Kelly, Purchasing Agent
City of Sandy Springs
1 Galambos Way
Sandy Springs, Georgia 30328
E-mail: ekelly@sandyspringsga.gov

7. While the City has every intention to make an award as a result of this procurement, issuance of the RFP in no way constitutes a commitment by the City to award and execute a contract. Upon a determination such actions would be in its best interest, the City, in its sole discretion, reserves the right to:
 - a. Cancel or terminate this RFP at any time. A notice of cancellation will be issued if the RFP is cancelled.
 - b. Preparation of a Proposal is the Offeror's sole financial responsibility.
 - c. The City will not reimburse any Offeror for preparation of its Proposal. Proposals may be returned upon request, if unopened.
 - d. Reject any or all Proposals received, make a contract award based directly on the Proposals received in the best interest of the City, in its sole discretion, or enter into further discussions with one (1) or more Offerors.
 - e. Waive and/or amend any undesirable, inconsequential, or inconsistent provisions/specifications of this RFP which would not have significant impact on any Proposal.
 - f. Make partial award or no award if it is in the best interest of the City to do so.
 - g. Terminate any contract if the City determines adequate funds are not available or if it is in the City's best interest to do so.
 - h. The City reserves the right **to award multiple contracts for the Project Scope** described in this procurement. If the contract awarded pursuant to this procurement is terminated for any reason, the City reserves the right to request from an eligible Respondent a cost proposal and an executed contract for consideration of award. The City also reserves the right to request such other documents at that time as deemed necessary to consider whether or not to make a contract award, or it may determine to pursue other methods available to it to procure required services.

SECTION 9: CONTRACT INFORMATION

The form of agreement ("Contract") the City intends to execute with the selected Offeror is included in this RFP as Attachment A. Offerors are urged to read this Contract carefully prior to submitting a Proposal.

In general, the City is unable to negotiate or revise contract provisions. If an Offeror believes certain contract provisions are out of date, not applicable or place an undue burden or cost on the Offeror or the City, the Offeror shall address these concerns in writing during the pre-submittal inquiries period. The Procurement Officer will review and determine the appropriate response. If the City determines a change is warranted; an addendum will be posted to this RFP. If an Offeror is unwilling to execute the Contract, whether modified by addendum or not, a Proposal should not be submitted.

The City may deem any Proposal containing contract changes or exceptions non-responsive and reject the Response.

This RFP document, together with its addenda, amendments, attachments, modifications, Offeror's Proposal, including any amendments, a "best and final offer," and any clarification question responses, when executed, becomes part of the contract between the parties. The City does not intend to accept alternate terms and conditions to the Contract. All questions are due in writing no later than the date stated on the first page of this RFP. Questions received after this date and time may not be answered.

Prior to award, the apparent selected Offeror may be required to enter into discussions with the City to resolve any contractual differences before an award is made. These discussions shall be finalized, and all exceptions resolved within one (1) week of notification; if not, the Proposal may be rejected and discussions initiated with the second highest scoring Offeror.

The selected Offeror shall not begin performance of services requested by this RFP prior to the execution of a formal agreement (based on the Contract) by the City and selected Contractor. Any Contractor beginning performance prior to the execution of a formal agreement shall be deemed to be proceeding at the Contractor's risk and shall not be entitled to any compensation for such performance. In addition, the City reserves the right to withdraw or cancel an award.

The City may, by written notice to the selected Offeror, terminate any resulting agreement without cause. The City must give notice of termination to the selected Offeror at least thirty (30) days prior to the effective date of termination.

BIDDING INSTRUCTIONS

Failure to submit the following bid documents may result in the bid being deemed non-responsive and the bid shall be rejected:

City Bid Form

City Qualification Signature and Certification Form

Cost Proposal

Bid Price Certification

E-verify Affidavit under O.C.G.A. 13-10-91(b)(1)

Addenda Acknowledgment

Certification of Sponsor Drug Free Workplace

Georgia Security Immigration Compliance Act Affidavit

Affidavit verifying Status for City Public Benefit Application

Corporate Certificate

Business License

Bid Bond (If Bid Price Exceeds \$100,000)

References

GDOT Prequalification Certificate *(Contractors may verify their GDOT pre-qualification status by logging into the GDOT Vendor Portal at <https://vendorportal.dot.ga.gov> using their registered vendor account.*

Upon award of contract the following items shall also be submitted:

Certificate of Insurance (COI)

Signed Contract

BID FORM
(Bidder to sign and return)

**TO: PURCHASING MANAGER
CITY OF SANDY SPRINGS
SANDY SPRINGS, GEORGIA 30350**

Ladies and Gentlemen:

In compliance with your REQUEST FOR PROPOSALS, the undersigned, hereinafter termed the Bidder, proposes to enter into a Contract with the City of Sandy Springs, Georgia, to provide the necessary machinery, tools, apparatus, other means of construction, and all materials and labor specified in the Contract Documents or as necessary to complete the Work in the manner therein specified within the time specified, as therein set forth, for:

**RFP 26-048 S2103 Johnson Ferry Road at Peachtree Dunwoody Road Intersection Improvements
Design**

The Bidder has carefully examined and fully understands the Contract, Specifications, and other documents hereto attached, has made a personal examination of the Site of the proposed Work, has satisfied himself as to the actual conditions and requirements of the Work, and hereby proposes and agrees that if his bid is accepted, he will contract with the City of Sandy Springs in full conformance with the Contract Documents.

Unless otherwise directed, all work performed shall be in accordance with the Georgia Department of Transportation Standard *Specifications, Construction of Transportation Systems* (current edition). All materials used in the process of completion of the work included in the Contract will be furnished from Georgia Department of Transportation certified suppliers only.

It is the intent of this Bid to include all items of construction, and all Work called for in the Specifications, or otherwise a part of the Contract Documents.

In accordance with the foregoing, the undersigned proposes to furnish and construct the items listed in the attached Bid schedule for the unit prices stated.

The Bidder agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the Contract Documents, but which are incidental to the scope, intent, and completion of the Contract, shall be deemed to have been included in the prices bid for the various items scheduled.

The Bidder further proposes and agrees hereby to promptly commence the Work with adequate forces and equipment within ten (10) calendar days from receipt of Notice to Proceed and begin planting procedures within ninety (90) calendar days of the effective date on the Notice to Proceed.

The Bidder shall be responsible for installing and maintaining the "Best Management Practices" (BMP's) throughout the term of the project.

If this bid shall be accepted by the City of Sandy Springs and the undersigned shall fail to execute a satisfactory contract in the form of said proposed Contract, and give satisfactory Performance and Payment Bonds, or furnish satisfactory proof of carriage of the insurance required within ten days from the date of Notice of Award of the Contract, then the City of Sandy Springs may, at its option, determine that the undersigned abandoned the Contract and there upon this bid shall be null and void, and the sum stipulated in the attached Bid Bond or certified check shall be forfeited to the City of Sandy Springs as liquidated damages.

Bidder acknowledges receipt of the following addenda:

Addendum No.	Date Received
_____	_____
_____	_____
_____	_____
_____	_____

Bidder further declares that the full name and resident address of Bidder's Principal is as follows:

Signed, sealed, and dated this _____ day of _____

Bidder _____
Company Name

Seal

Bidder Mailing Address:

By: _____

Title: _____

By: _____

Title: _____

QUALIFICATIONS SIGNATURE AND CERTIFICATION
(Bidder to sign and return)

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

Authorized Signature_____Date_____

Print/Type Name_____

Email Address _____

Print/Type Company Name Here_____

REQUEST FOR REFERENCES
REQUEST FOR PROPOSALS # 26-048
S2103 Johnson Ferry Road at Peachtree Dunwoody Road Intersection Improvements Design

All references must be from customers for whom your company has provided projects completed in the **last five years of similar scope and services** as the specifications of REQUEST FOR PROPOSALS
26-048 S2103 Johnson Ferry Road at Peachtree Dunwoody Road Intersection Improvements Design

References for: _____

(Company Name)

1. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

2. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

3. Company _____

Street Address _____

City, State & Zip _____

Contact Person Name _____ Phone _____

Email address _____

Describe specific job performed and date: _____

ATTACHMENT A



SANDY SPRINGS™
GEORGIA

AGREEMENT

FOR

("Project")

Between

CITY OF SANDY SPRINGS, GEORGIA
("Sandy Springs")

And

("Consultant")

Solicitation ID:

AGREEMENT

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AGREEMENT

This Agreement ("Agreement") is made and entered into as of _____ the date it shall have been executed by the City, by and between the City of Sandy Springs, Georgia, a political subdivision of the State of Georgia ("Sandy Springs" or the "City"), and _____, a _____ organized and existing under the laws of the State of _____ and authorized to do business in the State of Georgia ("Consultant").

WITNESSETH:

WHEREAS, Consultant is engaged in the business of providing architectural, engineering, landscape architectural, surveying, geotechnical, testing, program management advisory, and similar professional services for public and private projects; and

WHEREAS, Sandy Springs has a need to acquire certain design professional services for the Project described in this Agreement and in the exhibits attached hereto; and

WHEREAS, Consultant has represented to Sandy Springs that it is qualified, experienced, properly licensed, and capable of providing the services required for the Project and that it has or will secure the qualified personnel and subconsultants necessary to perform such services; and

WHEREAS, Sandy Springs desires to retain Consultant, and Consultant is willing to render such services, upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Sandy Springs and Consultant agree as follows:

ARTICLE 1. CONSULTANT/CITY AGREEMENT

CONSULTANT/CITY AGREEMENT

Sandy Springs hereby engages Consultant, and Consultant hereby agrees, to perform the professional services described in this Agreement, Exhibit A - Scope of Services, Exhibit B - Description of Project / Contractor's Proposal, and the other Contract Documents incorporated herein. All exhibits referenced in this Agreement are incorporated by reference and constitute an integral part of this Agreement as if fully set forth herein. In the event of a conflict between the main body of this Agreement and any exhibit or attachment, the main body of this Agreement shall control unless the main body expressly states otherwise.

ARTICLE 2. DESCRIPTION OF PROJECT

DESCRIPTION OF PROJECT

The Project shall be as described in Exhibit B - Description of Project / Contractor's Proposal. Consultant acknowledges that the Project description, program requirements, and City objectives may be further refined by written direction of Sandy Springs consistent with the scope and compensation provisions of this Agreement.

ARTICLE 3. SCOPE OF SERVICES

SCOPE OF SERVICES

Unless modified in writing by both parties as provided in this Agreement, the duties of Consultant shall not be construed to exceed those services specifically set forth herein and in Exhibit A. Consultant shall furnish all labor, supervision, technical personnel, subconsultants, equipment, materials, software, studies, calculations, field work, professional services, and incidentals necessary to perform the Services in a complete and professional manner.

Basic Services

Basic Services may include, as applicable to the Project and as specifically identified in Exhibit A, programming support, studies, investigations, planning, concept development, site evaluation, surveying coordination, geotechnical coordination, testing coordination, schematic design, design development, construction documents, cost estimating, permitting support, bid or proposal phase support, construction phase services, program management advisory services, and closeout services.

Additional Services

Services beyond the Basic Services identified in Exhibit A shall be performed only upon prior written authorization by Sandy Springs. If Sandy Springs requests Additional Services, the parties shall endeavor to agree in advance on the scope, schedule, and compensation for such services through a written amendment, change order, task order, or supplemental agreement. Absent such written authorization, Consultant shall not be entitled to additional compensation.

ARTICLE 4. DELIVERABLES

DELIVERABLES

Consultant shall provide to Sandy Springs all deliverables specified in Exhibit C. Deliverables shall be prepared in a timely manner and in forms, formats, and levels of completion acceptable to Sandy Springs for the applicable phase of the Project. Unless otherwise stated in Exhibit C, final deliverables shall be furnished in both searchable PDF and native editable format at no additional cost.

Digital Accessibility

To the extent any deliverable includes websites, web applications, digital documents, software interfaces, multimedia content, or other digital products, Consultant shall ensure that such deliverables comply with the accessibility requirements of the Americans with Disabilities Act, Section 508 of the Rehabilitation Act where applicable, and WCAG 2.1 Level AA, unless a different standard is expressly required in the Contract Documents. Upon request, Consultant shall provide reasonable documentation demonstrating such compliance, including accessibility conformance reports, test results, and remediation status.

ARTICLE 5. SERVICES PROVIDED BY SANDY SPRINGS

SERVICES PROVIDED BY SANDY SPRINGS

Consultant shall gather from Sandy Springs all available non-privileged data and information pertinent to performance of the Services. Sandy Springs shall designate in writing a City representative authorized to transmit instructions, receive information, and make decisions on behalf of the City with respect to the Project. Consultant may rely on written directions and approvals issued by such representative until Consultant receives written notice of a successor designation.

Owner-Furnished Information

Consultant may rely on the accuracy and completeness of information furnished by Sandy Springs unless Consultant knows, or through the exercise of the professional standard of care should know, that such information is materially inaccurate, incomplete, or inconsistent. Consultant shall promptly notify Sandy Springs in writing upon discovery of any such condition.

ARTICLE 6. MODIFICATIONS/CHANGE ORDERS/VERBAL AGREEMENTS

MODIFICATIONS/CHANGE ORDERS/VERBAL AGREEMENTS

No verbal agreement, conversation, course of dealing, email exchange lacking clear written approval, or instruction from any officer, agent, employee, or representative of Sandy Springs shall amend this Agreement, alter Consultant's obligations, or entitle Consultant to any additional compensation. Any modification of the Project, Services, deliverables, schedule, or compensation shall be effective only if set forth in a written instrument signed by duly authorized representatives of both parties and otherwise consistent with Sandy Springs' purchasing policies and approval requirements.

ARTICLE 7. TIME OF PERFORMANCE OF WORK

TIME OF PERFORMANCE OF WORK

Consultant shall not proceed with the Services, and Sandy Springs shall not become obligated to pay for the same, until Sandy Springs issues a written Notice to Proceed or equivalent written authorization. The time of performance shall commence upon the date of such written authorization and continue in accordance with Exhibit D - Schedule of Time and Performance of Work. Consultant shall begin work promptly thereafter and shall dedicate sufficient staffing and resources to meet the approved schedule.

Delays

Consultant shall promptly notify Sandy Springs in writing of any event that may materially affect the approved schedule. Consultant shall be responsible for delays caused by its negligent acts or omissions, the negligent acts or omissions of its subconsultants, or Consultant's failure to manage and coordinate the Services. Consultant shall not be responsible for delays caused by Sandy Springs, other City contractors, regulatory agencies, utilities, force majeure events, or other causes beyond Consultant's reasonable control, provided Consultant gives prompt written notice and takes reasonable steps to mitigate the delay.

ARTICLE 8. TERM OF AGREEMENT

TERM OF AGREEMENT

This Agreement shall become effective as of the date of its execution and shall continue in effect until completion and acceptance of the Services and final payment, unless earlier terminated in accordance with this Agreement. Notwithstanding the foregoing, this Agreement and any continuation, renewal, or performance beyond either the fiscal year of its execution or for any renewal term, are contingent upon annual appropriations of funds by the City Council of Sandy Springs, and this Agreement shall terminate automatically and without further obligation on the part of Sandy Springs if sufficient funds are not appropriated as required by law.

ARTICLE 9. COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

Compensation for the Services shall be as set forth in Exhibit E - Compensation and Payment for Consultant Services. Unless a different payment structure is expressly provided in Exhibit E, Consultant shall invoice

monthly for Services properly performed during the preceding billing period. Each invoice shall be in form and substance acceptable to Sandy Springs and shall include sufficient supporting documentation, including progress narrative, schedule status, percent complete by task, subconsultant support, and such other information as Sandy Springs may reasonably request.

Review and Withholding

Sandy Springs shall review each invoice and may withhold payment, in whole or in part, for deficient, disputed, unsupported, untimely, non-conforming, or incomplete Services, or to offset damages, costs, or other amounts properly chargeable to Consultant under this Agreement. Payment of an invoice, in whole or in part, shall not constitute acceptance of the Services, waiver of any claim, or evidence that Consultant has performed to the stage indicated by such invoice.

Subconsultant Payments

Consultant shall promptly pay its subconsultants and suppliers from amounts properly received from Sandy Springs for their work and shall, if requested, certify that prior payments have been properly disbursed. Consultant shall remain solely responsible for compensating its subconsultants regardless of any dispute between Consultant and any such subconsultant.

ARTICLE 10. QUALIFICATION OF CONSULTANT'S PERSONNEL AND ENDORSEMENT OF DOCUMENTS

QUALIFICATION OF CONSULTANT'S PERSONNEL AND ENDORSEMENT OF DOCUMENTS

Consultant shall identify in writing a Project Manager who shall have authority to represent Consultant on all matters pertaining to this Agreement. Consultant represents that it has secured or will secure, at its own expense, all personnel, equipment, and resources necessary to complete its obligations pursuant to this Agreement. All Services required hereunder shall be performed by persons fully qualified, duly licensed where required by law, and authorized to perform such services in the State of Georgia.

Key Personnel and Substitutions

Consultant shall use the key personnel and subconsultants represented to Sandy Springs at the time of selection or negotiation, as reflected in Exhibit F, unless changes are approved in writing by Sandy Springs. No changes or substitutions of key personnel or subconsultants materially affecting the Project shall be made without prior written approval of Sandy Springs, which approval shall not be unreasonably withheld. Unauthorized substitution may constitute cause for termination.

Professional Seals and Certifications

Consultant shall sign, date, and seal all plans, specifications, reports, certifications, and other professional instruments required by applicable law or by the Contract Documents. No certification shall require Consultant to guarantee facts or conditions beyond Consultant's actual knowledge and professional judgment or to undertake responsibilities beyond the standard of care applicable to the Services.

ARTICLE 11. SUSPENSION OF WORK

SUSPENSION OF WORK

Sandy Springs may order Consultant in writing to suspend, delay, or interrupt all or any part of the Services for the convenience of Sandy Springs or due to project conditions. Consultant shall resume performance upon written notice from Sandy Springs. If such suspension is not due to Consultant's default and continues for an unreasonable period, Consultant may request an equitable adjustment to the schedule and, if applicable, to compensation for demonstrable additional costs directly resulting from the suspension. Such adjustment shall be Consultant's sole remedy for a suspension not caused by Consultant.

ARTICLE 12. SITE INFORMATION, UTILITIES, HAZARDOUS MATERIALS, AND EXISTING CONDITIONS

SITE INFORMATION, UTILITIES, HAZARDOUS MATERIALS, AND EXISTING CONDITIONS

To the extent the Services include site-related professional services, Consultant shall review available site information and make such field observations as are reasonably required by the Scope of Services. Consultant shall not, however, be responsible for latent, concealed, or unknown physical conditions that could not reasonably have been identified through the level of investigation required by the Scope of Services and the applicable standard of care.

Utilities and Existing Conditions

Consultant shall coordinate as reasonably necessary with utilities and shall notify Sandy Springs if additional survey, utility locate, subsurface exploration, or destructive investigation is reasonably necessary for proper performance of the Services. Consultant may rely on utility records, surveys, and similar information furnished by others unless Consultant knows, or through the exercise of the applicable standard of care should know, that such information is materially inaccurate or incomplete.

Hazardous Materials

Consultant shall have no responsibility for the discovery, handling, remediation, abatement, storage, transportation, or disposal of hazardous materials or toxic substances, except to the extent such services are expressly included in Exhibit A. If Consultant encounters suspected hazardous materials or conditions during performance of the Services, Consultant shall promptly notify Sandy Springs and, if appropriate, suspend the affected portion of the Services until Sandy Springs provides written direction.

ARTICLE 13. DISPUTES

DISPUTES

No civil action with respect to any dispute, claim, or controversy arising out of or relating to this Agreement may be commenced without first giving fourteen (14) calendar days' written notice to Sandy Springs of the claim and the intent to initiate a civil action. During such period, the parties shall attempt in good faith to resolve the dispute through discussions between authorized representatives. Nothing in this Article shall prevent Sandy Springs from exercising rights of setoff, withholding, or other self-protective contractual remedies pending resolution of a dispute.

ARTICLE 14. TERMINATION OF AGREEMENT FOR CAUSE

TERMINATION OF AGREEMENT FOR CAUSE

Sandy Springs reserves the right to terminate this Agreement for cause upon written notice if Consultant defaults under this Agreement and fails to cure such default within ten (10) calendar days after receipt of written notice, or within such shorter period as may be appropriate in the event of an emergency or insurance lapse. Events of default include, without limitation, material breach of this Agreement, failure to maintain required insurance, failure to perform in accordance with the approved schedule without excusable cause, unauthorized substitution of key personnel, false representations or certifications, insolvency, or repeated failure to provide Services meeting the applicable professional standard of care.

Effect of Termination for Cause

Upon termination for cause, Sandy Springs may take over the Services and complete the Project by contract or otherwise. Consultant shall promptly deliver to Sandy Springs all completed and partially completed documents, data, and other work product relating to the Project. Consultant shall be entitled only to payment for Services satisfactorily performed and accepted through the effective date of termination, less any amounts properly

withheld or offset by Sandy Springs, and Consultant shall be liable for the City's additional completion costs to the extent caused by Consultant's default.

ARTICLE 15. TERMINATION FOR CONVENIENCE OF SANDY SPRINGS

TERMINATION FOR CONVENIENCE OF SANDY SPRINGS

Notwithstanding any other provision of this Agreement, Sandy Springs may terminate this Agreement for its convenience at any time upon written notice to Consultant. In the event of termination for convenience, Consultant shall stop work as directed, incur no further obligations except as necessary to protect the Project, assign or cancel outstanding commitments when directed, and deliver to Sandy Springs all work product prepared to the date of termination. Consultant shall be entitled to payment for Services properly performed through the effective date of termination and for reasonable, unavoidable, and properly documented demobilization costs, but shall not be entitled to lost profits, consequential damages, opportunity costs, or unperformed work.

ARTICLE 16. WAIVER OF BREACH

WAIVER OF BREACH

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any subsequent breach or violation of the same or any other provision. No waiver shall be effective unless in writing and signed by the party against whom the waiver is asserted.

ARTICLE 17. INDEPENDENT CONTRACTOR

INDEPENDENT CONTRACTOR

Consultant shall perform the Services as an independent contractor. Nothing contained herein shall be construed to create a partnership, joint venture, agency, fiduciary, or employment relationship between Sandy Springs and Consultant. Consultant shall not represent itself to any person as the agent of Sandy Springs except to the limited extent expressly authorized in writing by Sandy Springs. Consultant shall be solely responsible for its employees, subconsultants, taxes, and internal business operations.

ARTICLE 18. PROFESSIONAL STANDARD OF CARE AND RESPONSIBILITY OF CONSULTANT

PROFESSIONAL STANDARD OF CARE AND RESPONSIBILITY OF CONSULTANT

Consultant represents that it possesses the special skill, professional competence, expertise, and experience necessary to undertake the Services. Consultant shall perform the Services in a diligent, efficient, competent, and skillful manner, commensurate with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances and at the same time and locality or under similar project conditions.

No Construction Means and Methods Responsibility

Unless expressly included in the Scope of Services, Consultant shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, procedures, safety precautions, jobsite security, temporary works, or the acts or omissions of contractors or subcontractors. If construction phase services are included, Consultant's obligations during such phase are limited to those expressly stated in the Scope of Services and this Agreement.

Responsibility for Subconsultants

Consultant shall be responsible for the professional services performed by its subconsultants to the same extent as if such services were performed by Consultant. Consultant shall coordinate the services of all subconsultants and ensure consistency and compatibility among all instruments of service prepared for the Project.

ARTICLE 19. COOPERATION WITH OTHERS

COOPERATION WITH OTHERS

Consultant shall cooperate and coordinate with Sandy Springs, other City consultants, separate contractors, utility providers, regulatory agencies, and other parties reasonably involved in the Project. Such cooperation may include meetings, presentations, responses to comments, design coordination, and provision of information reasonably necessary for administration of the Project. Consultant shall not commit or permit any act that will materially interfere with the performance of work by others on the Project.

ARTICLE 20. ACCURACY OF WORK; CORRECTION OF DEFICIENT SERVICES

ACCURACY OF WORK; CORRECTION OF DEFICIENT SERVICES

Consultant shall be responsible for the accuracy and coordination of its Services and shall promptly correct, at no additional cost to Sandy Springs, any negligent errors, omissions, inconsistencies, ambiguities, or deficiencies in its instruments of service. Acceptance or review of the Services by Sandy Springs shall not relieve Consultant of the responsibility to correct such matters. If Consultant's negligent error or omission causes additional costs to Sandy Springs, Consultant shall be responsible to the extent provided by this Agreement and applicable law.

ARTICLE 21. REVIEW OF WORK

REVIEW OF WORK

Authorized representatives of Sandy Springs may review and inspect the Services, work product, records, calculations, studies, drawings, specifications, schedules, and data prepared under this Agreement at all reasonable times. Such review, comment, approval, acceptance, or payment shall not relieve Consultant of its professional responsibilities or operate as an assumption by Sandy Springs of responsibility for the adequacy, accuracy, or completeness of the Services.

ARTICLE 22. INDEMNIFICATION

INDEMNIFICATION

To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless Sandy Springs and its elected officials, officers, employees, agents, and representatives from and against damages, liabilities, claims, judgments, and costs, including reasonable attorneys' fees and defense costs incurred in connection with third-party claims, but only to the extent caused by the negligent, reckless, or intentionally wrongful acts, errors, or omissions of Consultant or persons employed or utilized by Consultant in the performance of this Agreement. These obligations shall not be limited by any insurance required under this Agreement.

ARTICLE 23. CONFIDENTIALITY; OPEN RECORDS

CONFIDENTIALITY; OPEN RECORDS

Consultant shall treat non-public Project information designated by Sandy Springs as confidential to the extent permitted by law and shall not disclose such information except as necessary to perform the Services, as required by law, or with Sandy Springs' prior written approval. Consultant acknowledges, however, that Sandy

Springs is subject to the Georgia Open Records Act and cannot promise confidentiality beyond what the law permits.

Open Records Cooperation

If Consultant receives a request for records relating to the Project or this Agreement, Consultant shall promptly redirect the requestor to Sandy Springs and shall notify Sandy Springs in writing within twenty-four (24) hours. Consultant shall reasonably cooperate with Sandy Springs in responding to lawful records requests, audits, litigation holds, subpoenas, and similar requirements. Nothing herein shall authorize Consultant to withhold records from Sandy Springs.

ARTICLE 24. OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE AND INFORMATION

OWNERSHIP AND REUSE OF INSTRUMENTS OF SERVICE AND INFORMATION

All reports, plans, specifications, drawings, calculations, studies, field notes, models, digital files, and other work product prepared by Consultant specifically for the Project, including all copies and derivative materials, shall become the property of Sandy Springs upon creation, subject to Consultant's right to retain copies for its files and legal compliance. Consultant shall be deemed to have granted Sandy Springs a perpetual, irrevocable, royalty-free right to use, reproduce, adapt, and reuse such Project-specific work product for the Project and for alterations, additions, maintenance, repair, and operation of the Project.

Reuse on Other Projects

Sandy Springs' reuse of Consultant's Project-specific work product on a different site or for a materially different project, without the involvement of Consultant, shall be at Sandy Springs' sole risk, and Sandy Springs agrees that Consultant shall not be responsible for damages arising solely out of such unauthorized reuse; provided, however, that this sentence shall not limit Consultant's responsibility for negligent services originally performed for this Project.

Consultant's Standard Details and Tools

Notwithstanding the foregoing, Consultant shall retain ownership of its pre-existing standard details, standard specifications, templates, methods, and proprietary tools, but Consultant grants Sandy Springs a nonexclusive, perpetual license to use any such items incorporated into the Project deliverables to the extent necessary for the use, maintenance, repair, alteration, and operation of the Project.

ARTICLE 25. COVENANT AGAINST CONTINGENT FEES

COVENANT AGAINST CONTINGENT FEES

Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for any fee, commission, percentage, brokerage, contingent fee, gift, or other consideration except bona fide employees maintained by Consultant for the purpose of securing business. For breach or violation of this warranty, Sandy Springs shall have the right to annul this Agreement without liability or, at its discretion, deduct from the contract amount or otherwise recover the full amount of such fee, commission, percentage, brokerage, contingent fee, gift, or other consideration.

ARTICLE 26. INSURANCE

INSURANCE

Prior to beginning the Services and throughout the duration of this Agreement, Consultant shall procure and maintain the insurance required by Exhibit J - Insurance Requirements, at its sole cost and expense, from insurers authorized to do business in Georgia and acceptable to Sandy Springs. Certificates of insurance and

required endorsements shall be furnished to Sandy Springs as required by Exhibit J. Consultant shall require each subconsultant performing Services under this Agreement to maintain insurance appropriate to the services provided and shall furnish evidence of such coverage upon request.

ARTICLE 27. PROHIBITED INTEREST; CONFLICTS OF INTEREST

PROHIBITED INTEREST; CONFLICTS OF INTEREST

Consultant represents that it presently has no interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services and that no person having such an interest shall be employed in the performance of this Agreement. Consultant shall promptly disclose to Sandy Springs any actual, potential, or apparent conflict of interest arising during performance of the Agreement. No member, officer, or employee of Sandy Springs during his or her tenure shall have any direct or indirect interest in this Agreement or the proceeds thereof in violation of applicable law.

ARTICLE 28. SUBCONTRACTING AND SUBCONSULTANTS

SUBCONTRACTING AND SUBCONSULTANTS

Unless otherwise expressly provided in this Agreement, Consultant shall not subcontract or delegate any material portion of the Services without prior written approval of Sandy Springs. Approval of a subconsultant shall not relieve Consultant of responsibility for the Services. Consultant shall require all subconsultants to be bound by written agreements containing terms materially consistent with Consultant's obligations under this Agreement, including confidentiality, record retention, insurance, non-discrimination, and applicable statutory compliance requirements.

ARTICLE 29. ASSIGNABILITY

ASSIGNABILITY

The Services to be performed under this Agreement are personal to Consultant. Consultant shall not assign, transfer, pledge, or otherwise dispose of this Agreement or any interest herein without the prior express written consent of Sandy Springs. Any attempted assignment without such consent shall be null and void and may, at Sandy Springs' option, constitute grounds for termination.

ARTICLE 30. ANTI-KICKBACK CLAUSE

ANTI-KICKBACK CLAUSE

Consultant hereby promises to comply with all applicable anti-kickback laws and shall insert appropriate provisions in all subcontracts or subconsultant agreements covering work under this Agreement. Compensation to employees and subconsultants performing Services under this Agreement shall be paid in accordance with law and without unlawful deduction or rebate.

ARTICLE 31. DRUG-FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

Consultant shall execute a certification in the form of Exhibit G - Certification of Consultant - Drug-Free Workplace and shall comply with the provisions of the Georgia Drug-Free Workplace Act as applicable to this Agreement. Consultant shall require applicable subconsultants to provide corresponding certifications where required by law.

ARTICLE 32. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT CERTIFICATION

Consultant shall execute a certification in the form of Exhibit H - Certification of Consultant - Georgia Security and Immigration Compliance Act and shall comply with all applicable requirements of O.C.G.A. §§ 13-10-90 and 13-10-91, as amended, and related regulations, including E-Verify obligations applicable to contracts involving the physical performance of services within the State of Georgia.

ARTICLE 33. TITLE VI

TITLE VI

If and to the extent applicable to the Project or funding source, Consultant shall comply with and shall require its subconsultants to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and related nondiscrimination requirements, as stated in Exhibit I - Notice to Contractors - Compliance with Title VI of the Civil Rights Act of 1964.

ARTICLE 34. AUDITS; RECORDS; ACCOUNTING SYSTEM

AUDITS; RECORDS; ACCOUNTING SYSTEM

At any time during normal business hours and as often as Sandy Springs may reasonably deem necessary, Consultant shall make available to Sandy Springs and its authorized representatives all books, documents, papers, payroll records if applicable, accounting records, correspondence, subconsultant agreements, invoices, schedules, studies, calculations, and other evidence pertaining to the Services or supporting any invoice or claim under this Agreement. Consultant shall maintain such records for not less than three (3) years after final payment, or for such longer period as may be required by law, audit resolution, or pending claim or litigation.

Accounting System

Consultant shall maintain an accounting system established and maintained in accordance with generally accepted accounting principles and in a manner sufficient to identify Project costs, reimbursable expenses, and billings under this Agreement. Consultant shall include materially consistent records and audit requirements in its agreements with subconsultants.

ARTICLE 35. ENTIRE AGREEMENT

ENTIRE AGREEMENT

This Agreement, together with all exhibits and attachments, constitutes the entire agreement of the parties pertaining to the subject matter hereof and supersedes all prior negotiations, representations, proposals, discussions, and agreements, whether oral or written. No amendment or modification to this Agreement shall be binding unless in writing and signed by the duly authorized representatives of both parties in accordance with applicable law and Sandy Springs' approval requirements.

ARTICLE 36. SEVERABILITY

SEVERABILITY

If any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement, which shall remain in full force and effect and be enforceable in accordance with its terms to the fullest extent permitted by law.

ARTICLE 37. HEADINGS

HEADINGS

The titles and headings of the Articles and paragraphs of this Agreement are for convenience only and shall not be deemed a part of this Agreement or used in its interpretation.

ARTICLE 38. COUNTERPARTS; ELECTRONIC SIGNATURES

COUNTERPARTS; ELECTRONIC SIGNATURES

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including PDF and commercially accepted e-signature platforms, shall be deemed original signatures for all purposes.

ARTICLE 39. NOTICES

NOTICES

All notices required or permitted under this Agreement shall be in writing and delivered personally, by nationally recognized overnight delivery service, or by certified mail, return receipt requested, postage prepaid, to the addresses stated below, or to such other address as either party may designate by notice given in accordance with this Article. Notice shall be effective upon receipt or refusal of delivery.

ARTICLE 40. JURISDICTION; VENUE; GOVERNING LAW; NO WAIVER OF GOVERNMENTAL IMMUNITY

JURISDICTION; VENUE; GOVERNING LAW; NO WAIVER OF GOVERNMENTAL IMMUNITY

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Jurisdiction and venue for any litigation arising out of this Agreement shall lie exclusively in the courts of Fulton County, Georgia. Nothing contained in this Agreement shall be construed as a waiver of any governmental, sovereign, or official immunity, defense, limitation of liability, or other protection available to Sandy Springs, its officials, officers, employees, and agents under applicable law.

ARTICLE 41. EQUAL EMPLOYMENT OPPORTUNITY

EQUAL EMPLOYMENT OPPORTUNITY

During performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender, national origin, age, disability, military or veteran status, or any other status protected by applicable federal, state, or local law. Consultant shall include materially consistent nondiscrimination provisions in all subcontracts or subconsultant agreements for work covered by this Agreement, except for standard commercial supplies or raw materials where such inclusion is not required.

ARTICLE 42. FORCE MAJEURE

FORCE MAJEURE

Neither party shall be deemed in breach of this Agreement to the extent performance is prevented or materially delayed by causes beyond that party's reasonable control, including acts of God, war, terrorism, civil unrest, epidemics, pandemics, governmental orders, labor disturbances not caused by the affected party, or catastrophic failures of transportation or utilities; provided that the affected party gives prompt written notice, takes reasonable steps to mitigate the delay, and resumes performance as soon as practicable. Force majeure

shall not excuse Consultant's obligation to maintain records, protect work product, and cooperate in an orderly project suspension or transition.

ARTICLE 43. NO THIRD-PARTY BENEFICIARIES

NO THIRD-PARTY BENEFICIARIES

This Agreement is solely for the benefit of Sandy Springs and Consultant and shall not create any rights in or obligations to any third party, including contractors, subcontractors, subconsultants, suppliers, permit holders, or members of the public, except as otherwise expressly required by law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto, acting through their duly authorized representatives, have signed and sealed this Agreement.

CITY OF SANDY SPRINGS, GEORGIA

CONSULTANT

By: _____
City Manager

By: _____
Name: _____
Title: _____

Date of Execution: _____

Date of Execution: _____

ATTEST:

ATTEST:

By: _____
City Clerk

By: _____
Secretary/Authorized Signatory

Approved as to Form:

(SEAL, if applicable)

By: _____
City Attorney

Witness: _____

EXHIBIT A
SCOPE OF SERVICES

To be completed for the specific Project. At a minimum, this Exhibit should identify the phase-by-phase Basic Services, any Additional Services authorized at execution, assumptions, exclusions, construction phase services (if any), meeting requirements, permit coordination responsibilities, schedule milestones, and required deliverables.

EXHIBIT B
DESCRIPTION OF PROJECT / CONTRACTOR'S PROPOSAL

To be completed for the specific Project. This Exhibit may attach the City's project description, the Consultant's proposal as negotiated and accepted by the City, or both. In the event of conflict, the main body of the Agreement shall control.

EXHIBIT C
DELIVERABLES

To be completed for the specific Project. This Exhibit should identify all required reports, calculations, drawings, specifications, estimates, schedules, meeting minutes, permit submissions, bid documents, construction phase deliverables, electronic files, and closeout documents.

EXHIBIT D
SCHEDULE OF TIME AND PERFORMANCE OF WORK

To be completed for the specific Project. This Exhibit should identify key milestones, review durations, submittal dates, and phase completion requirements.

EXHIBIT E
COMPENSATION AND PAYMENT FOR CONSULTANT SERVICES

To be completed for the specific Project. This Exhibit should identify the compensation structure, fees by phase or task, hourly rates for authorized additional services, reimbursable expenses if any, invoice requirements, and any not-to-exceed amount.

EXHIBIT F
KEY PERSONNEL AND SUBCONSULTANTS

To be completed for the specific Project. This Exhibit should identify the Project Manager, project principal, discipline leads, and approved subconsultants, together with their roles.

EXHIBIT G
CERTIFICATION OF CONSULTANT - DRUG-FREE WORKPLACE

I hereby certify that I am a principal and duly authorized representative of _____ ("Consultant"), whose address is _____, and I further certify that:

- (1) the provisions of O.C.G.A. §§ 50-24-1 through 50-24-6, relating to the "Drug-Free Workplace Act," have been complied with in full;
- (2) a drug-free workplace will be provided for Consultant's employees during the performance of the Agreement;
- (3) each subcontractor or subconsultant hired by Consultant shall be required to ensure that its employees are provided a drug-free workplace during the performance of this Agreement; and
- (4) the undersigned will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Agreement.

CONSULTANT:

Date: _____ Signature: _____

Title: _____

EXHIBIT H

CERTIFICATION OF CONSULTANT - GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I hereby certify that I am a principal and duly authorized representative of
_____, (“Contractor”), whose address is
_____,
_____.

Consultant hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006, as amended, as codified in O.C.G.A. §§ 13-10-90 and 13-10-91, and related regulations.

Consultant agrees to verify the work eligibility of all newly hired employees through the federal work authorization program commonly known as E-Verify, as applicable to contracts involving the physical performance of services within the State of Georgia, and to require compliance in all written agreements with subcontractors and subconsultants performing covered services.

CONSULTANT:

Date: _____ Signature: _____

Title: _____

EXHIBIT I

NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Consultant, for itself, its assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations. The Consultant will comply with the applicable regulations relative to nondiscrimination in federally assisted programs, where applicable to the Project or funding source.
- (2) Nondiscrimination. The Consultant, with regard to the work performed by it during the Contract, will not discriminate on the grounds prohibited by applicable law in the selection and retention of subconsultants, including procurements of materials and leases of equipment where such requirements apply.
- (3) Solicitations for Subcontracts. In all solicitations made by the Consultant for work to be performed under a subcontract or subconsultant agreement, each potential subcontractor or supplier shall be notified of the Consultant's obligations under this Exhibit.
- (4) Information and Reports. The Consultant will provide such information and reports as may be required by applicable regulations, orders, instructions, or contract requirements.
- (5) Sanctions for Noncompliance. In the event of the Consultant's noncompliance, Sandy Springs may impose appropriate contractual remedies, including withholding of payments, suspension, or termination to the extent permitted by law and the Contract Documents.
- (6) Incorporation of Provisions. The Consultant will include the provisions of this Exhibit in every covered subcontract or subconsultant agreement, unless exempt by applicable regulations or instructions.

EXHIBIT J

INSURANCE REQUIREMENTS

Minimum Coverages

Within ten (10) days of Notice of Award or execution of the Agreement, and at all times that this Agreement is in force, Consultant shall obtain, maintain, and furnish Sandy Springs certificates of insurance from licensed companies doing business in the State of Georgia with an A.M. Best rating acceptable to Sandy Springs covering, at a minimum:

1. Workers' Compensation and Employer's Liability Insurance as required by applicable law, with Employer's Liability limits of not less than \$1,000,000 each accident.
2. Commercial General Liability Insurance, including contractual liability, products and completed operations, and personal and advertising injury, with limits of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate.
3. Automobile Liability Insurance with limits of not less than \$1,000,000 per accident for bodily injury and property damage if vehicles are used in the performance of the Services.
4. Umbrella or Excess Liability Insurance with limits of not less than \$3,000,000 excess of the Employer's Liability, Commercial General Liability, and Automobile Liability coverages.
5. Professional Liability (Errors and Omissions) Insurance with limits For Professional Services and for all Design/Build Projects with limits of liability of not less than \$3,000,000 per occurrence or claim / \$3,000,000 policy aggregate. Such policy shall also include coverage for losses arising from the breach of information security or cyber liability (including Errors & Omissions, Security and Privacy Liability and Media Liability), whether combined with the Professional Liability policy or placed as a separate policy, but carrying the same limits of liability. Such coverage shall insure damage, injury and loss caused by error, omission or negligent acts, including all prior acts without limitation, related to the professional services to be provided under this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Contractor. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

Policy Requirements

All such insurance shall remain in effect until final payment is made and the Project is accepted by the City, except that professional liability coverage shall continue for not less than thirty-six (36) months after completion of the Services. The policies shall provide for at least thirty (30) days' prior written notice to Sandy Springs of cancellation, non-renewal, or material adverse change, except ten (10) days for nonpayment of premium where permitted by law. Waivers of subrogation and additional insured status shall be provided as reasonably required by Sandy Springs and consistent with commercially available forms and applicable insurance law. The obligations to procure and maintain insurance shall not be construed to waive or restrict other obligations under the

Agreement, and insurance shall in no way limit the liability of Consultant whether or not such liability is covered by insurance.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of Sandy Springs, 1 Galambos Way, Sandy Springs, Georgia 30328.

EXHIBIT K
AFFIDAVIT VERIFYING STATUS FOR CITY PUBLIC BENEFIT APPLICATION

By executing this affidavit under oath, as an applicant for a City of Sandy Springs, Georgia Business License or Occupation Tax Certificate, Alcohol License, Taxi Permit, execution of contract or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Sandy Springs license/permit and/or contract for

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1) _____ I am a United States citizen

OR

2) _____ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.*

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.

Signature of Applicant: _____ Date: _____

Printed Name: _____

*Alien Registration number for non-citizens: _____

****PLEASE INCLUDE A COPY OF YOUR PERMANENT RESIDENT CARD, EMPLOYMENT AUTHORIZATION, GREEN CARD, OR PASSPORT WITH A COPY OF YOUR DRIVER'S LICENSE IF YOU ARE A LEGAL PERMANENT RESIDENT (#2).**

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

Notary Public: _____

My Commission Expires: _____

*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number: _____

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

Name of Project

Name of Public Employer

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

Executed on _____ 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 _____, _____.

NOTARY PUBLIC
My Commission Expires: _____

EXHIBIT M
CORPORATE CERTIFICATE (IF APPLICABLE)

I, _____, certify that I am the Secretary of the Corporation named as Contractor in the foregoing bid; that _____, who signed said bid in behalf of the Contractor, was then (title) _____ of said Corporation; that said bid was duly signed for and in behalf of said Corporation by authority of its Board of Directors, and is within the scope of its corporate powers; that said Corporation is organized under the laws of the State of _____, or is duly registered and authorized to do business in the State of Georgia.

This _____ day of _____, 2026.

(Signature)

Name (Printed or Typed): _____

(SEAL)

EXHIBIT N
ADDENDUM