



North Fulton
Community Improvement District

April 9, 2026

**REQUEST FOR QUALIFICATIONS (RFQ)
NO. 26-001**

FOR

**DESIGN SERVICES FOR HEMBREE
ROAD WIDENING PROJECT**

**Statements of Qualifications Due:
MAY 7, 2026 by 2:00 PM**

**Deadline for Written Questions:
APRIL 23, 2026 by 2:00 PM**

Questions shall be directed to Brandi Peck:
brandi.peck@atkinsrealis.com

THE RESPONSIBILITY FOR SUBMITTING A RESPONSE TO THIS RFQ TO THE TRUE NORTH 400 CID ON OR BEFORE THE STATED DATE AND TIME WILL BE SOLELY AND STRICTLY THE RESPONSIBILITY OF THE RESPONDER.

REQUEST FOR QUALIFICATIONS (RFQ 26-001) Design Services

DESIGN SERVICES FOR HEMBREE ROAD WIDENING PROJECT

The North Fulton Community Improvement District (True North 400) is soliciting Statements of Qualifications (SOQ) from qualified firm(s) for design services for the Hembree Road Widening in the Cities of Alpharetta and Roswell.

Sealed SOQs will be received no later than **2:00 PM, Thursday, MAY 7, 2026** at True North 400, 10000 Avalon Boulevard, Suite 100, Alpharetta, Georgia 30009. Submittals received after the above date and time will not be considered. Sole responsibility rests with the proposer to see that its proposal is received by the True North 400 on time.

There will be a virtual Offerors Conference scheduled on **Friday, APRIL 17, 2026, at 10:00 AM** for this procurement.

Join: <https://teams.microsoft.com/meet/37642636134037?p=dYqt9J6JtcXuWur9e4>

Meeting ID: 376 426 361 340 37

Passcode: st3KV2jC

Dial in by phone

[+1 470-705-1534, 428262168#](tel:+14707051534428262168) United States, Atlanta

[\(844\) 603-6058, 428262168#](tel:(844)6036058428262168) United States (Toll-free)

[Find a local number](#)

Phone conference ID: 428 262 168#

The deadline for written questions is **Thursday, April 23, 2026, at 2:00 PM.**

All addendums to this RFQ will be posted at <https://truenorth400.com/projects/rfps/>. It is the responsibility of the proposer to make sure you have seen and reviewed all addendums prior to submitting your SOQ.

I. **General Project Information**

A. Overview

The North Fulton Community Improvement District (True North 400) is soliciting Statement of Qualifications (SOQs) from qualified firm(s) or organization(s) to provide **Design Services for RFQ: 26-001, Design Services for Hembree Road Widening Project.**

This Request for Qualifications (RFQ) seeks to identify potential providers for the Scope of Services for the project/contract listed in Exhibit I. Firms that respond to this RFQ and are determined by True North 400 to be sufficiently qualified, may be deemed eligible, and invited to offer a technical approach interview for these services. All respondents to this RFQ are subject to instructions communicated in this document and are cautioned to completely review the entire RFQ and follow instructions carefully. True North 400 reserves the right to reject any or all Statements of Qualifications or Technical Approach, and to waive technicalities and informalities at the discretion of True North 400.

B. IMPORTANT- A RESTRICTION OF COMMUNICATION IS IN EFFECT FOR THIS PROJECT.

From the advertisement date of this solicitation until successful respondents are selected and the award is made official and announced, firms are not allowed to communicate about this solicitation or scope with any staff of True

North 400, City of Roswell, or City of Alpharetta, except for the submission of questions as instructed in the RFQ, or with the contact designated in **RFQ Section VIII.C.**, or as provided by any existing work agreement(s). For violation of this provision, True North 400 reserves the right to reject the submittal of the offending respondent.

C. Scope of Services

Under the terms of the resulting Agreement, the selected consultant will provide Engineering Design Services, for **Design Services for Hembree Road Widening Project** which True North 400 identified. The anticipated scope of work for the project/contract is included in **Exhibit I**.

In addition, True North 400 desires that the Consultant have the ability to provide, either with its own forces or through a sub-consultant team member, comprehensive services necessary to fulfill all concept, preliminary and final engineering and construction bid/revision document services which may arise during the project cycle.

D. Contract Term and Type

True North 400 anticipates one (1) Multi-Phase, Project Specific contract to be awarded to one (1) firm, for the project/contract identified. True North 400 anticipates that the Contract Type may be Lump Sum, Cost Plus Fixed Fee, Cost per Unit of Work or Specific Rate of Compensation. As a Project Specific contract, it is the True North 400's intention that the Agreement will remain in effect until successful completion of the concept engineering phase of the project and may choose to utilize the selected consultant for use on further engineering phases and construction documents and revisions as necessary for up to a maximum contract term of five (5) years.

E. Contract Amount

The Multi-Phase, Project Specific contract amount will be determined via negotiations with the True North 400. If the True North 400 is unable to reach a satisfactory agreement and at reasonable rates to be paid for the services to be provided, True North 400 reserves the right to terminate negotiations with the highest scoring finalist and begin negotiations with the next highest scoring finalist.

II. Selection Method

A. Method of Communication

All general communication of relevant information regarding this solicitation will be posted at <https://truenorth400.com/projects/rfps/> under **RFQ: 26-001, Design Services for Hembree Road Widening Project**. All firms are responsible for checking the True North 400 website on a regular basis for updates, clarifications, and announcements. True North 400 reserves the right to communicate via electronic mail with the primary contact listed in the Statements of Qualifications. Other specific communications will be made as indicated in the remainder of this RFQ.

B. Phase I - Selection of Finalists

Based on the Statements of Qualifications submitted in response to the projects/contracts listed in this RFQ, the True North 400 reviewers (Reviewers) will review the **Experience and Qualifications** and **Resources and Workload Capacity** listed in **Section IV**. Reviewers **Criteria for Phase I**. The Reviewers will discuss the top submittals, and the final rankings of the top submittals will be determined. From the final rankings of the top submittals, the Reviewers will identify shortlisted firms.

All firms must meet the minimum requirements as listed in Section IV.A. below.

C. Finalist Notification for Phase II

Firms selected and shortlisted as finalists will receive notification and final instructions from True North 400 regarding the **Phase II – Technical Approach and Past Performance Interview**.

D. Phase II - Finalists Response in a Technical Approach and Past Performance Interview

True North 400 will request an **Interview** of the shortlisted finalist firms for the project/contract. Each finalist firm shall be notified in writing and informed of the Interview date. Any additional detailed Interview instructions and requirements, beyond that provided in **Section V. Selection Criteria for Phase II**, for the finalists will be provided in the Finalist Notification. If available, all Reviewers will attend the interview. **Firms shall not address any questions, prior to the award announcement, to anyone other than the designated contact.**

E. Final Selection

Final selection will be determined by carrying the scores from **Phase I** forward for each Finalist and by evaluating the criteria for **Phase II**. The Reviewers will discuss the Finalist's Phase II interviews and the final rankings will be determined.

Negotiations will then be initiated with the top-ranked firm(s) to finalize the terms and conditions of the contract(s), including the fees to be paid. In the event a satisfactory agreement cannot be reached with the highest-ranking firm(s), True North 400 will formally terminate the negotiations and may enter into negotiations with the second highest-ranking firm, and so on in turn until a mutual agreement is established and True North 400 awards a contract. The final form of the contract shall be developed by True North 400.

III. Schedule of Events

The following Schedule of Events represents True North 400's best estimate of the Schedule that will be followed. All times indicated are prevailing times in Atlanta, Georgia. True North 400 reserves the right to adjust the Schedule as True North 400 deems necessary.

PHASE I	DATE	TIME
a. True North 400 issues public advertisement of RFQ 26-001	4/9/2026	-----
b. Virtual Offerors Conference	4/17/2026	10:00 AM
c. Deadline for submission of written questions and requests for clarification	4/23/2026	2:00 PM
d. Deadline for submission of Statements of Qualifications	5/7/2026	2:00 PM
e. True North 400 completes evaluation and issues notification and other information to finalist firms	Late May	
PHASE II		
f. Deadline for submission of written questions from finalists	Early June 2026	2:00 PM
g. Phase II Interview of Finalist firm(s)	Mid/Late June 2026	TBD

IV. Selection Criteria for Phase I - Criteria for Evaluation of Statements of Qualifications**A. Area Class Requirements and Certification**

Presented teams must be prequalified in the indicated Area Class(es) in order to be evaluated. Required proof of prequalification shall be submitted as indicated in **Section VI.B.4.** below. All Submittals will be pre-screened to verify that the Prime consultant has the required Area Class(es) and that the overall team has the required Area Class(es). Any submittal in which the Prime consultant or the overall team area class requirements are not met will be disqualified from further consideration.

Each submittal will require a certification to allow the True North 400 to analyze risks in determining if any Firm

should be ineligible for award. The certification shall cover a wide variety of information. Any firm which responds in any potentially concerning manner must provide additional information as directed herein for consideration by True North 400 to determine if Firm is eligible for award.

B. Project Manager, Key Team Leader(s) and Prime's Experience and Qualifications – 30%

The Reviewers will evaluate all firms on their Experience and Qualifications, which shall account for a total of thirty (30%) percent of the total evaluation. **The following criteria for scoring Phase I of the evaluation will be utilized to determine which firms are shortlisted:**

1. Project Manager education, registration, relevant engineering experience, relevant project management experience, experience in utilizing GDOT specific processes, manuals, or guidance.
2. Key Team Leaders' education, registration, relevant technical experience, and relevant experience in utilizing GDOT/Federal Aid specific processes, manuals, or guidance.
3. Prime Consultant's experience in delivering projects of similar complexity, size, scope, and function and relevant experience in managing internal and sub-consultant resources to adequately staff projects to conform to required schedules, and relevant experience in utilizing GDOT/Federal Aid specific processes, manuals, or guidance.

C. Project Manager, Key Team Leader(s) and Prime's Resources and Workload Capacity – 20%

The Reviewers will evaluate all firms on their Resources availability and Workload Capacity which shall account for a total of twenty (20%) percent of the total evaluation. **The following criteria for scoring the Resources and Workload Capacity will be utilized to determine which firms are shortlisted:**

1. Project Manager Workload
2. Workload capacity of Key Team Leader(s)
3. Resources dedicated to delivering project
4. Ability to Meet Project Schedule

V. Selection Criteria for Phase II - for Evaluation of the Technical Approach and Past Performance Interview

A. Technical Approach – 40%

The Reviewers will evaluate the shortlisted firms (Finalists) on their Interview discussion of the Technical Approach, which shall account for a total of forty (40%) percent. The Reviewers will utilize the following additional criteria for scoring Phase II of the evaluation to determine the highest ranked/most qualified (**NOTE: Scores from Phase I will be carried forward and combined with the scores from the Phase II to determine the final ranking of Finalists**):

1. Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
2. Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, and quality assurance procedures.
3. Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

B. Past Performance – 10%

The Reviewers will consider information provided via the interview, and references provided for relevant projects, and performance evaluations or knowledge presented on True North 400, City of Alpharetta, and/or City of Roswell projects. The Reviewers will consider all factors in their totality and score from 0 to 10 when arriving at a final score for the Past Performance.

VI. Instructions for Content and Preparation of Statements of Qualifications – Phase I Response

The Statements of Qualifications submittal must be submitted in accordance with the instructions provided in Section VIII, and must be **organized, categorized using the same headings (enumerated below in red), and numbered and lettered** exactly as outlined below, and must be responsive to all requested information. For the sections in which page number limits are stated, each section with a stated

limit must begin on a new page and end on the last page allowed for the section. It is not allowed to begin new sections on a page allowed for a previous section, if applicable. This will enable the True North 400 to ensure compliance with the page limitations.

Cover page – Each project/contract submittal must have a separate cover page for each copy of each submittal and must list the RFQ#, RFQ Title, proposing firm's full legal name and the specific project contract being submitted on to include the Project Numbers, PI Numbers, True North 400, and Description.

A. Administrative Requirements

It is required to submit the information below for each copy of each submittal. This is general information and will not be scored but may be used to determine eligibility for selection. Under the Administrative Requirements section, only submit the information requested; additional information will be subject to disqualification of your firm.

1. Basic company information:

- a. **Company name.**
 - b. **Company Headquarter Address.**
 - c. **Contact Information** - Name and all contact information (telephone number(s) and e-mail address) of primary proposing contact (this will be the individual with whom the CID will direct all communications).
 - d. **Company website** (if available).
 - e. **Georgia Addresses** - Identify and provide addresses for the offices located in the State of Georgia.
 - f. **Staff** - List the number and disciplines of staff members employed in each office in the State of Georgia.
 - g. **Ownership** - Provide form of ownership, including state of residency or incorporation, and number of years in business. Is the Offeror a sole proprietorship, partnership, corporation, limited liability Corporation, or other structure?
2. **Certification Form** - Complete the Certification Form (*Exhibit "II" enclosed with RFQ*) and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the Prime **ONLY**.
 3. **Georgia Security and Immigration Compliance Act Affidavit** – Complete the form (*Exhibit "III" enclosed with RFQ*) and provide a notarized original within the firm's Statement of Qualifications. This is to be submitted for the Prime **ONLY**.
 4. **Addenda** - Signed cover page of any Addenda issued for the Prime **ONLY**.

B. Experience and Qualifications

1. **Project Manager** - Provide information pertaining to the project manager, including but not limited to:
 - a. **Education.**
 - b. **Registration** (if necessary and applicable).
 - c. **Relevant engineering experience.**
 - d. **Relevant project management experience** for projects of similar complexity, size, scope, and function.
 - e. **Relevant experience utilizing GDOT specific processes, manuals, or guidance** (Plan Development Process, Design Policy, Environmental Procedures Manual, etc.).

This information is limited to two (2) pages maximum.

2. **Key Team Leaders** - Provide experience of Key Team Leaders (defined as those individuals who oversee project areas determined as particularly important to the specific project, refer to the Project Description in **Exhibit I, specifically Section 7** for the list of Key Team Leaders for each Project). For each Key Team Leader identified provide:
 - a. **Education.**
 - b. **Registration** (if necessary and applicable.)
 - c. **Relevant experience** in the applicable resource area of the most relevant projects.
 - d. **Relevant experience utilizing GDOT specific processes, manuals, or guidance** (PDP, Design Policy, Environmental Procedures Manual, etc.) which are specific to the key team leader's area.

This information is limited to one (1) page maximum for each Key Team Leader identified in Section 7

of each Exhibit I. Respondents submitting more than one (1) page for each Key Team Leader identified will be subject to disqualification. Respondents who provide more Key Team Leaders than what is outlined in the requirement will be subject to disqualification as this would provide an advantage over firms who complied with the requirement and had the required number of Key Team Leaders. Respondents who do not provide the required Key Team Leaders will be subject to disqualification as this does not meet the requirements of the project and therefore would deem the respondent and its team unqualified for the award.

3. **Prime Experience** - Provide information on the Prime's experience and ability in delivering effective services for projects of similar complexity, size, scope, and function, which demonstrate the firm's capabilities to provide services for True North 400 on a locally funded project. For this project, the following information should be provided:
 - a. **Client name, project location, and dates** during which services were performed.
 - b. **Description of overall project and services performed** by your firm.
 - c. **Duration of project services provided** by your firm, and overall project budget.
 - d. **Experience utilizing GDOT specific processes, manuals, or guidance** (PDP, Design Policy, Environmental Procedures Manual, etc.)
 - e. **Client(s) current contact information** including contact names, telephone numbers and email address.
 - f. **Involvement of Key Team Leaders** on the projects.

This information is limited to two (2) pages maximum.

4. **Area Class Summary Form and Notice of Professional Consultant Qualifications** - Prime Consultants are defined as the firm submitting the Statement of Qualifications and the firm with whom True North 400 will contract. The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. Prime Consultants and their sub-consultant team members must meet the Area Class requirements listed in Exhibit I. In regard to the required Area Classes, respondents should submit a summary form (example provided in Exhibit IV) which details the required area classes for the Prime Consultant and all sub-consultants or joint-venture of consultants on the team listed in the Statement of Qualifications. The area classes and firm's meeting the area classes listed on the summary form must meet all required area classes or the team will be disqualified. If a team member's prequalification will expire prior to the due date of the SOQs, documentation must be provided which shows that the firm has submitted its application for prequalification prior to the SOQ due date. The team must maintain its prequalification certification in order to be considered eligible for award if selected. **Additionally, respondents should submit the Notice of Professional Consultant Qualifications (for the Prime Consultant and all sub-consultants for each project) issued by GDOT and attach after the Area Class summary form.**

This information is limited to the one (1) page for the Area Class table (unless the project needs require an extensive list of area classes) and the required Notice of Professional Consultant Qualifications. This chart may be submitted on a 11x17 and can be oriented as portrait or landscape.

C. Resources/Workload Capacity

1. **Overall Resources** - Provide information regarding the overall resources dedicated to delivering the specific project, including:
 - a. **Organizational chart** which identifies the project manager, prime, Key Team Leaders, support personnel, and reporting structure. **This chart may be submitted on a 11" x 17" page and can be oriented as portrait or landscape. (Excluded from the page count)**
 - b. **Primary Office** - Identify and discuss the primary office which will be responsible for handling the specific project and the number and types of staff within the office and how this office could benefit the project and promote efficiency. **This information to be included on the one (1) page with the Narrative on Additional Resource Areas and Ability.**
 - c. **Narrative on Additional Resource Areas and Ability** – Respondents are 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, to discuss any information which is pertinent to these areas, to provide a narrative regarding how the organization of the team, including the PM and Key Team Leaders can deliver the project on schedule given their workload capacity. (True North 400 recognizes that some individuals may be able to meet the schedule while carrying heavier project loads.) Respondents may discuss the

advantages of your team and the abilities of the team members, which will enable the project to meet the proposed schedule as identified in **Exhibit I** (where applicable). If there is no proposed schedule, discuss the advantages of the team and the abilities of the team members, which will enable the project to move as expeditiously as possible. **Respondents submitting more than the one (1) page allowed (combined for C1.b. and C1.c.), will be subject to disqualification.**

- Project Manager Commitment Table** - Provide a list of ALL projects (GDOT, other governments and private contracts – Information may be validated and any firm determined not to be listing all projects may be subject to disqualification) on which the proposed project manager is currently committed, to enable True North 400 to ascertain the project manager’s availability. Utilize a table similar to the following format with a minimum of all criteria indicated to provide the requested information:

Project Manager	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of PM on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

- Key Team Leader Project Commitment Table** - Provide a table similar to the below, with a minimum of all criteria indicated, which identifies ALL projects the Key Team Leaders (refer to the Project Description in **Exhibit I**, specifically **Section 7** for the list of Key Team Leaders for each Project) are committed on to enable the CID to ascertain the available capacity.

Key Team Leader	PI/Project # for GDOT Projects/Name of Customer for Non-GDOT Projects	Role of Key Team Leader on Project	Project Description	Current Phase of Project	Current Status of Project	Monthly Time Commitment in Hours

This information is limited to the organization chart (excluded from page count), [one (1) page of text to include both C1.b. Primary Office and C1.c. Narrative on Additional Resource Areas and Ability], and the tables.

VII. Instructions for Preparing Technical Approach and Past Performance Response / Interview – Phase II Response

The following information will only be requested of the shortlisted firms. The Reviewers will evaluate the shortlisted firms using the information provided as requested below (NOTE: Scores from Phase I will be carried forward to Phase II):

The Phase II response must be submitted in accordance with the instructions provided in Section IX, and **should be presented** exactly as outlined below, and must be responsive to all requested information. In lieu of a written proposal for Phase II, interviews will be conducted with the shortlisted finalists.

A. Technical Approach

- Provide any unique technical approaches your firm offers relative to addressing anticipated design concepts, use of any alternative methods for delivery (if applicable), and/or management of the project.
- Identify any unique challenges of the project and how your firm intends to mitigate these challenges, including quality control, quality assurance procedures.
- Provide any specific qualifications, skills, knowledge of the project and project area which may uniquely benefit the firm and project, and your ability and willingness to meet time requirements.

B. Past Performance

No additional information is required to fulfill this requirement. Information from the relevant projects listed as well as information on file with the True North 400 will be used to fulfill this requirement. However, finalists may include additional relevant information as part of their 30-minute presentation if they choose.

Past performance may be evaluated through the checking of project references for the proposed project manager as well as the firm. True North 400 will check these references at random. For this reason, attention should be paid to the references provided to ensure that the contact information provided is accurate, and the individual references are reachable. Other past performance information which may be utilized includes True North 400 consultant performance ratings as well as knowledge that any Reviewer has pertaining to the past performance of the firm on any project.

VI Instructions for Submittal for Phase I - Statements of Qualifications

- A. There is one (1) hard copy paper and one (1) electronic (USB Flash Drive) version submittal **required**. The Submittal must follow the format and meet the content requirements identified in **Section VI**, entitled **Instructions for Content and Preparation of Statements of Qualifications – Phase I Response**. See **Attachment 1** for a summary of how the submittals should be prepared.
- B. Submittals must be on standard (8½” x 11”) paper. The pages should be numbered, however, submittal pages will be counted by section to determine compliance with page limits. Responses are limited to the page counts indicated in each section using a minimum of size 11 font. Page counts will be determined by pages with print on them, not by the physical piece of paper. Each Statement of Qualifications shall be prepared simply and economically as indicated above. Colored displays, and promotional materials are not desired. Emphasis must be on completeness, relevance, and clarity of content.

NOTE: Additional pages other than what has been specified above in each section should not be included and will be grounds for disqualification. Submittals are limited to the information requested in Section VI. Instructions for Content and Preparation of Statements of Qualifications - Phase I Response only. Hyperlinks or embedded videos are not allowed.

Statements of Qualifications **must be submitted up to but not later than 2:00 PM ET on May 7, 2026, to:**

True North 400

10000 Avalon Boulevard, Suite 100

Alpharetta, Georgia 30009

Without exception, responses will not be accepted after the submission deadline regardless of any technical or physical difficulties. The True North 400 strongly recommends completing your response well ahead of the deadline.

Statements of Qualifications **must be received by True North 400** prior to the deadline indicated in the Schedule of Events (*Section III of RFQ*).

No submittals will be accepted after the time and date set for receipt.

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. True North 400 is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of True North 400. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

The True North 400 reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the True North 400.

C. Questions and Requests for Clarification

Questions about any aspect of the RFQ, or the project, shall be submitted via email to the True North 400 Agent, Brandi Peck at brandi.peck@atkinsrealis.com. The deadlines for submission of questions relating to the RFQ are the times and dates shown in the (**Schedule of Events- Section III**). From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in **Section I.B.**

IX. Instructions for Submittal for Phase II – Technical Approach and Past Performance Interview

THESE INSTRUCTIONS ARE INTENDED SOLELY FOR THOSE FIRMS IDENTIFIED AND NOTIFIED AS FINALISTS. Final Instructions will be provided to the Finalists in the notification.

Please note that each project/contract will follow an individual schedule which meets the availability of each Reviewer. For this reason, the Notice to Selected Finalists and resulting Phase II responses may be on different schedules for each project/contract.

- A. The interview material must follow the format and meet the content requirements identified in **Section VII, entitled Instructions for Preparing Technical Approach and Past Performance Interview - Phase II Interview.**
- B. Finalists may present the requested information in a format of their choosing. Audio/visual equipment will be available should a computer screen be required. Interviews are anticipated to include a 30-minute presentation followed by 15 minutes of questions and answers. Any changes to the interview format or schedule will be communicated to finalists at the time of notification.

Technical Approach Interview:

Technical Approach Interview **will be scheduled with the Selected Finalists in mid to late June 2026 with an in-person interview at the offices of True North 400.**

True North 400 is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of True North 400. Labeling information provided in submittals “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until final award.

True North 400 reserves the right, in its sole discretion, to waive any technicalities associated with this submittal if deemed in the best interest of the CID.

C. Questions and Requests for Clarification

Questions about any aspect of the Phase II Response for Finalists shall be submitted via the email to Brandi Peck, brandi.peck@atkinsrealis.com or as directed in the Notice to Selected Finalists, if different.

The deadlines for submission of questions relating to the Phase II Response will be identified in the Notice to Selected Finalists. From the issue date of this solicitation until a successful proposer is selected and the award is made official and announced, respondents are subject to the Restriction of Communication in **Section I.B.**

X. True North 400 Terms and Conditions

A. Statement of Agreement

With the submission of a SOQ, the respondent agrees that he/she has carefully examined the Request for Qualifications and agrees that it is the respondent’s responsibility to request clarification on any issues in any section of the Request for Qualifications with which the respondent disagrees or needs clarified. The respondent also understands that failure to mention these items during the question period or in the SOQ will be interpreted to mean that the respondent is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a SOQ, the respondent hereby certifies: (a) that this SOQ is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly included or solicited any other respondent to put in a false or insincere SOQ; (c) that respondent has not solicited

or induced any person, firm, or corporation to refrain from sending a SOQ.

The respondent also understands that failure to provide required information may result in disqualification. Failure to provide administrative information may not result in disqualification. At the True North 400's discretion, the CID may notify the respondent that administrative information is not provided or there was an error in the information provided, **and** the True North 400 will allow a respondent to provide an update to the administrative information. However, the exception to this is the provision of the required **GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT**, which by Georgia Law requires disqualification of the response. The above changes mentioned to administrative information would be considered allowable as these would be limited to changes which **do not** affect the information which the evaluators use to score the respondents. Failure of a respondent to provide the specific administrative information as required in the notice will result in disqualification. Any respondent who provides changes in addition to the information requested in the notice shall be subject to disqualification. Failure of a respondent's SOQ to provide any information pertaining to a respondent and its teams qualifications, of any type, will subject the SOQ to disqualification. The True North 400 will not allow updates to qualifications to be provided to avoid disqualification as this would allow a respondent to modify its SOQ and alter the information which evaluators would score. The above changes related to qualifications would not be allowable as these would allow changes which **do** affect the information which the evaluators use to score the respondent's SOQ.

B. Joint-Venture Proposals, Sub-Consultants, and Vendors

True North 400 does not generally desire to enter into "joint-venture" agreements with multiple firms. In the event two or more firms desire to "joint-venture", it is strongly recommended that one incorporated firm propose and maintain status as the Program Management firm with the remaining firms participating as major firms. Any joint-venture, proposed and established as a separate business entity, should have its own set of books and supporting documentation sufficient for an audit trail. Transactions should be recorded consistent with the joint-venture agreement, and care must be taken to ensure that the joint-venture bears its equitable share of the costs. Therefore, "unpopulated joint-ventures" would not have an adequate accounting system suitable for cost reimbursement contracts.

However, more traditional "populated joint-ventures" are welcomed. A populated joint-venture is where an alliance is brought to life by infusing it with working capital, employees, and control systems. The alliance implements all necessary business systems, including payroll processing, purchasing, property control, etc. The alliance will develop its own indirect rate structure and calculates its own indirect cost rates, based on the direct and indirect costs it incurs.

Sub-Consultants shall generally be considered any team member which is performing any service which typically requires prequalification, which is subject to the Audit and Accounting System Requirements, and whose services are billed as costs. Sub-Consultant Team Members must be written into the resulting Agreement and are subject to all terms and conditions in the Agreement. Vendors shall be considered any team member which is performing any service which typically does not require prequalification, which is not subject to the Audit and Accounting System Requirements, and whose services are billed as direct expenses. Vendors may not be written into the resulting Agreement and may not be subject to all terms and conditions in the Agreement.

C. Non-Discrimination

True North 400 in accordance with Title VI of the Civil Rights Act of 1964 and 78 Stat. 252, 42 USC 2000d--42 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, part 21, Nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

D. Audit and Accounting System Requirements

True North 400 reserves the right to reject any proposal with firms that do not meet the following requirements:

1. Firm(s) should have an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.

2. All firms must submit their yearly CPA overhead audit to True North 400 as part of this submittal.
3. Firm(s) should have no significant outstanding deficient audit findings from previous contracts with True North 400 that have not been resolved.
4. The Prime is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

E. Submittal Costs and Confidentiality

All expenses for preparing and submitting responses are the sole cost of the respondent submitting the response. The True North 400 is not obligated to any respondent to reimburse such expenses. All submittals upon receipt become the property of the True North 400. Labeling information provided in submittals as “proprietary” or “confidential”, or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act, the details of the proposal documents will remain confidential until a final award.

F. Award Conditions

This request is not an offer to contract or a solicitation of bids. This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon the True North 400 and does not obligate the True North 400 to procure or contract for any services. Neither the True North 400 nor any respondent submitting a response will be bound unless and until a written contract mutually accepted by both parties is negotiated as to its terms and conditions and is signed by the True North 400 and a respondent containing such terms and conditions as are negotiated between those parties. The True North 400 reserves the right to waive non-compliance with any requirements of this Request for Qualifications and to reject any or all proposals submitted in response. Upon review of responses, the True North 400 will determine the respondent(s) proposal that in the sole judgment of the True North 400 is in the best interest of the True North 400 (if any is so determined), with respect to the evaluation criteria stated herein. The True North 400 then intends to conduct negotiations with such respondent(s) to determine if an acceptable contract may be reached.

G. Debriefings

Debriefings will be performed at the request of the firms not selected after final negotiations have been completed.

H. Right to Cancel or Change RFQ

True North 400 reserves the right to cancel any and all Request for Qualifications where it is determined to be in the best interest of the True North 400 to do so. True North 400 reserves the right to increase, reduce, add or delete any item in this solicitation as deemed necessary.

It is the responsibility of all firms interested in submitting Statement of Qualifications (SOQs) for this advertisement to routinely check the posting on the True North 400 website. Information will also be posted to True North 400's website at <https://truenorth400.com/projects/rfps/>

I. Substitutions, Alternates, Exceptions, and Extensions

No substitutions or alternates will be accepted for this solicitation. Any respondent submitting substitutions or alternates will be considered non-responsive and will not be considered for award.

J. Code of Conduct Pertaining to Conflict of Interest in the Award and Administration of Contracts

Any True North 400 or Greater North Fulton Chamber of Commerce employee who ceases work on behalf of the True North 400 and subsequently becomes employed with a consultant firm and whose duties while working on behalf of the True North 400 included the direct involvement with the negotiation, administration, or management of a contract in which the firm is either the primary consultant or a sub-consultant **SHALL NOT** be authorized to work on that contract as an employee of that firm for a period of one (1) year after their employment ends.

EXHIBIT I

Project/Contract

1. Project Number(s): N/A
2. PI Number: N/A
3. County: Fulton

Description: **Hembree Road Widening Project.** The project incorporates improvements along Hembree Road from Willis Road to Maxwell Road, approximately 0.55 miles. The project will also include signal upgrades at the Willis Road and Maxwell Road intersection. The typical section will include 11' lanes with a 5' planting strip, 8' sidewalk and lighting on the south sides of the roadway. No planting strip, sidewalk, or lighting is required for the north side of the roadway. All work should be performed to minimize ROW impacts to adjacent properties. An initial concept (included as attachment A) has been developed but will need to be validated by the selected consultant. The initial contract with the consultant will be to provide all concept design and survey (SUE Level B minimum). Federal Funding is not anticipated to be used on this project.

4. Required Area Classes:

Prime Consultants (Prime) are defined as the firm submitting the Statement of Qualifications and the firm with whom True North 400 will contract. The Team is defined as the Prime Consultant and their sub-consultants, who are considered team members. The Prime Consultant must be prequalified in the Area Classes identified below in Section 5.A. The Prime Consultant or sub-consultant team members must be prequalified in the Area Classes identified below in Section 5.B. Respondents should submit a summary form (example provided in **Exhibit IV**) which details the required area classes for the Prime Consultant and all sub-consultants or joint-venture of consultants on the team listed in the Statement of Qualifications. The area classes listed on the summary form must meet all required area classes or the team will be disqualified. The Prequalification Expiration Date must be current by the deadline stated for this RFQ.

- A. The **Prime Consultant** **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
3.02	Two-Lane or Multi-lane Urban Roadway Design

- B. The **Team** (either the Prime Consultant and/or one or more of their sub-consultant team members) **MUST** be prequalified by GDOT in the area classes listed below:

Number	Area Class
1.06(a)	NEPA
1.06(b)	History
1.06(f)	Archaeology
1.07	Attitude, Opinion and Community Values Studies (Public Involvement)
1.10	Traffic Analysis
3.02	Two-Lane or multi-lane with Curb and Gutter Generally Free Access Highways Design including Storm Sewers
3.06	Traffic Operations Studies
3.07	Traffic Operations Design
3.08	Landscape Architecture Design
3.09	Traffic Controls Systems, Analysis, Design & Implementation
3.10	Utility Coordination
3.12	Hydraulic and Hydrological Studies
3.13	Facilities for bicycles and pedestrians
3.15	Highway and Outdoor Lighting
5.01	Land Surveying
5.02	Engineering Surveying
6.01a	Soil Surveys
6.04a	Laboratory Material Testing
6.05	Hazardous Waste Site Assessment Studies
9.01	Erosion, Sedimentation, and Pollution Control Plan

5. Scope:

The project limits are from Willis Road to Maxwell Road. The Hembree Road Widening Project will be an approximately 0.55-mile road widening that includes 11' lanes with a 5' planting strip and 8' sidewalk and lighting only on the south side of the roadway. All work should be performed to minimize ROW impacts to adjacent properties and utilities. See Attachment A for the concept.

The consultant will provide all concept design and survey (SUE Level B minimum).

The Consultant shall provide a concept layout approved by True North 400, City of Alpharetta, and City of Roswell, along with a SUE Level B (minimum) survey.

The following scopes may be considered for future contracting to the award consultant team: preliminary construction plans, signing and marking plans, signal plans, final right-of way plans (including revision), erosion control plans, staging plans, lighting plans, USACE Permitting (as required) and final construction plans (including revisions through project final acceptance). The Consultant shall conduct public engagement. All required engineering studies are considered part of the scope of services. All deliverables shall be in accordance with but not limited to the Plan Development Process (PDP), Electronic Data Guidelines, Plan Presentation Guide, NEPA and the GDOT Environmental Procedure Manual, GDOT Design Policy Manual, GDOT Drainage Manual, and the GDOT Bridge and Structures Design Manual.

Assumed Deliverables including but not limited to:

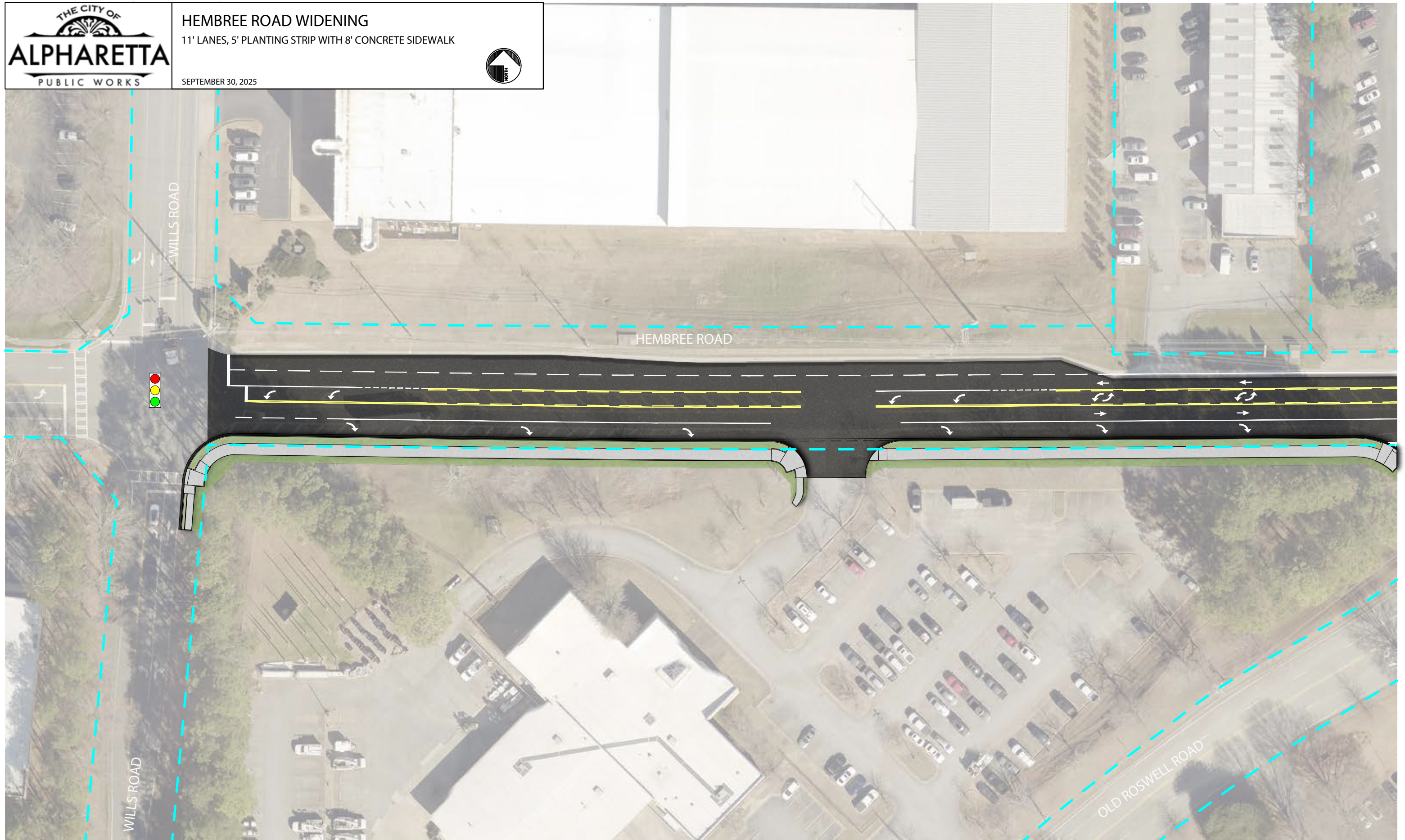
Concept Validation
Traffic Counts and signal warrants (if required)
Environmental Screening
Documentation necessary if mitigation for streams/wetlands is required
Approved Buffer Variance and Section 404 Permits (if applicable)
Geotechnical studies as applicable including but not limited to soil surveys, WFI, Phase 1 and 2 Haz/UST
Preliminary Field Plan Review Plans
MS4 stormwater reports that meet both Alpharetta and Roswell standards
Right of Way Plans including legal descriptions and staking
Final Field Plan Review Plans
Special Provisions and Cost Estimates at concept, preliminary and final
NPDES plans and applicable documents required for preparation of NOI
Responses to RFIs during construction and shop drawings
City of Roswell Land Disturbance Permit,
Photometric Study

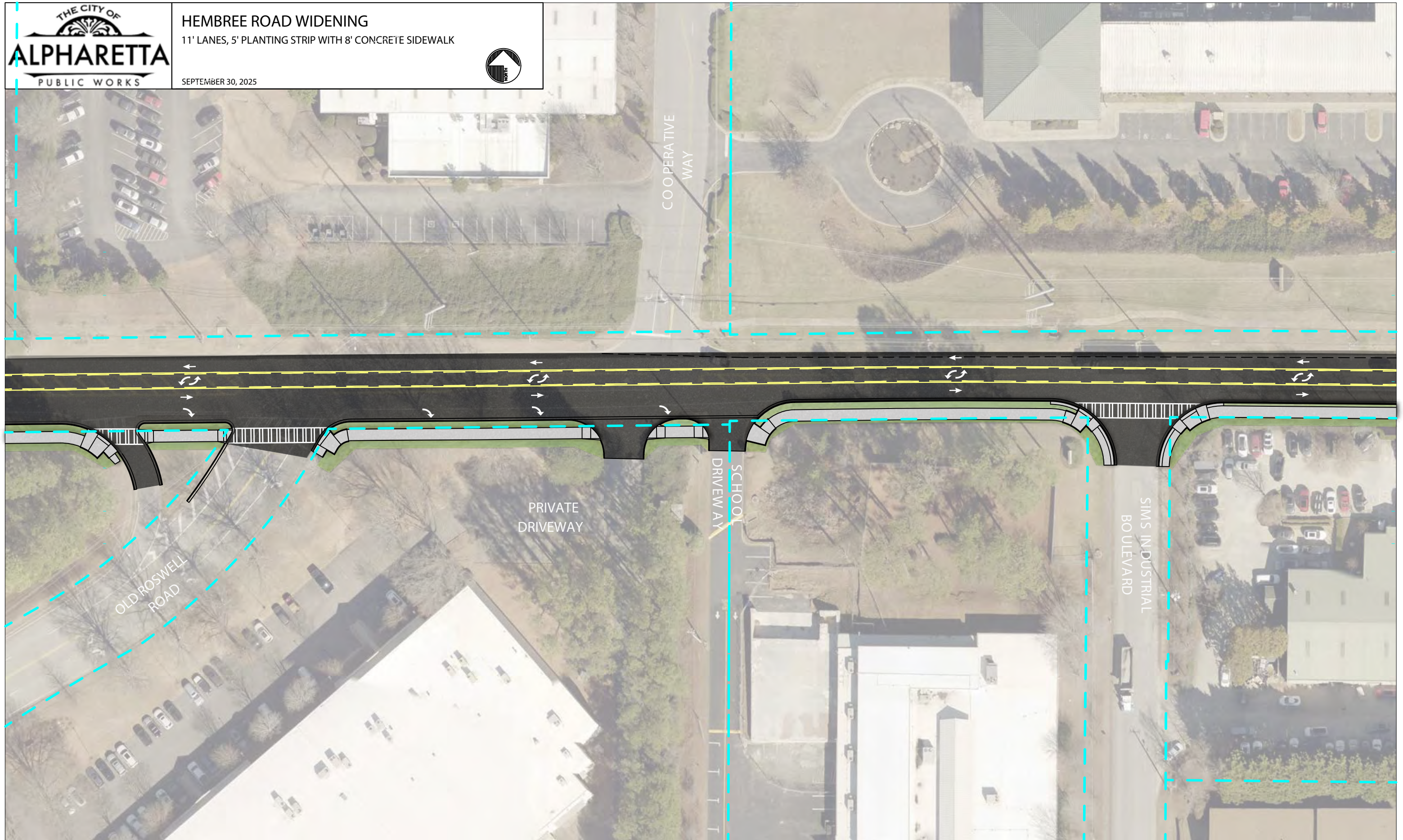
6. Total of Three (3) Key Team

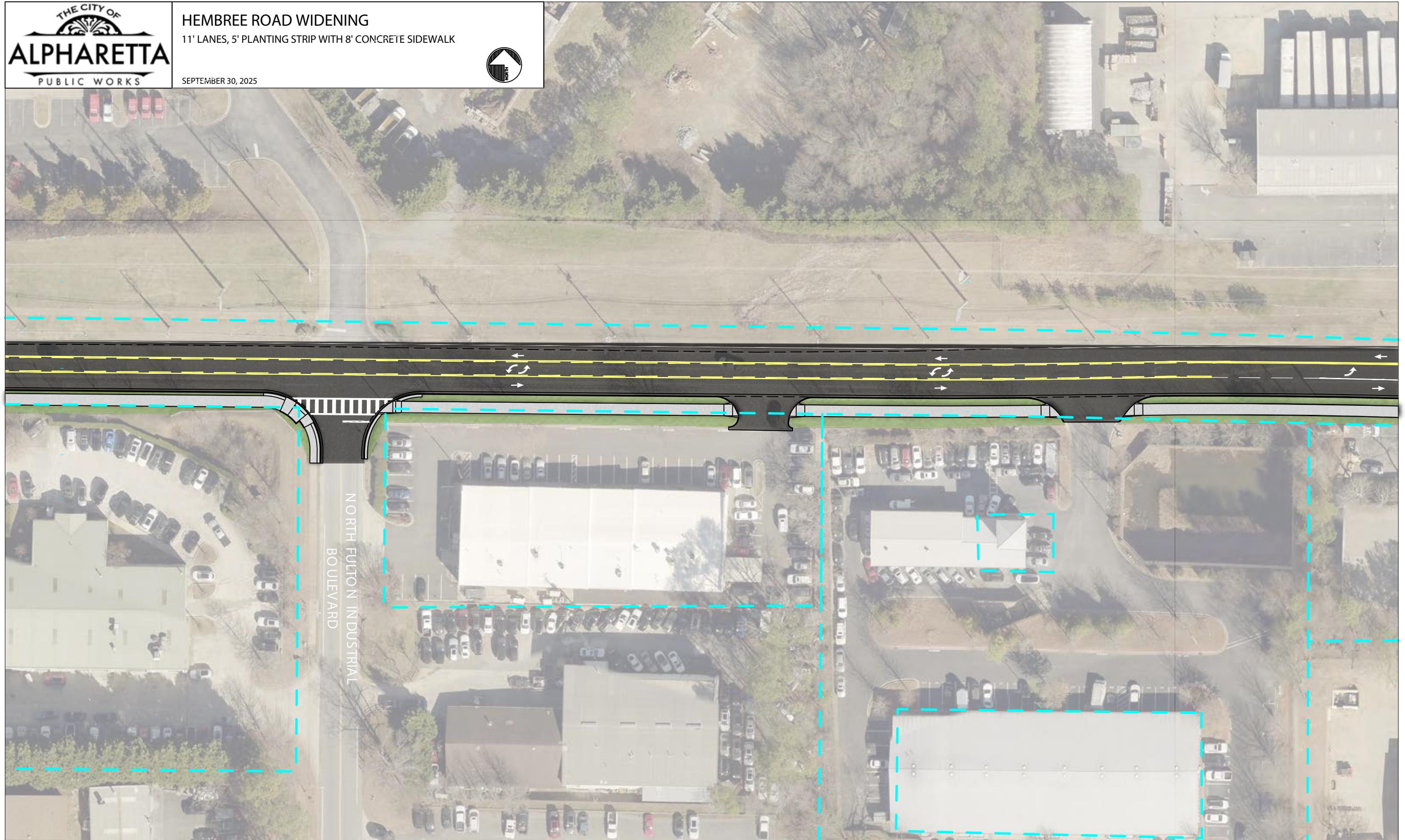
Leaders

- A. Project Manager (1)
- B. Roadway Design Team Lead (1)
- C. Utility Coordination Team Lead (1)

Attachment A – Concept (for informational purposes only)







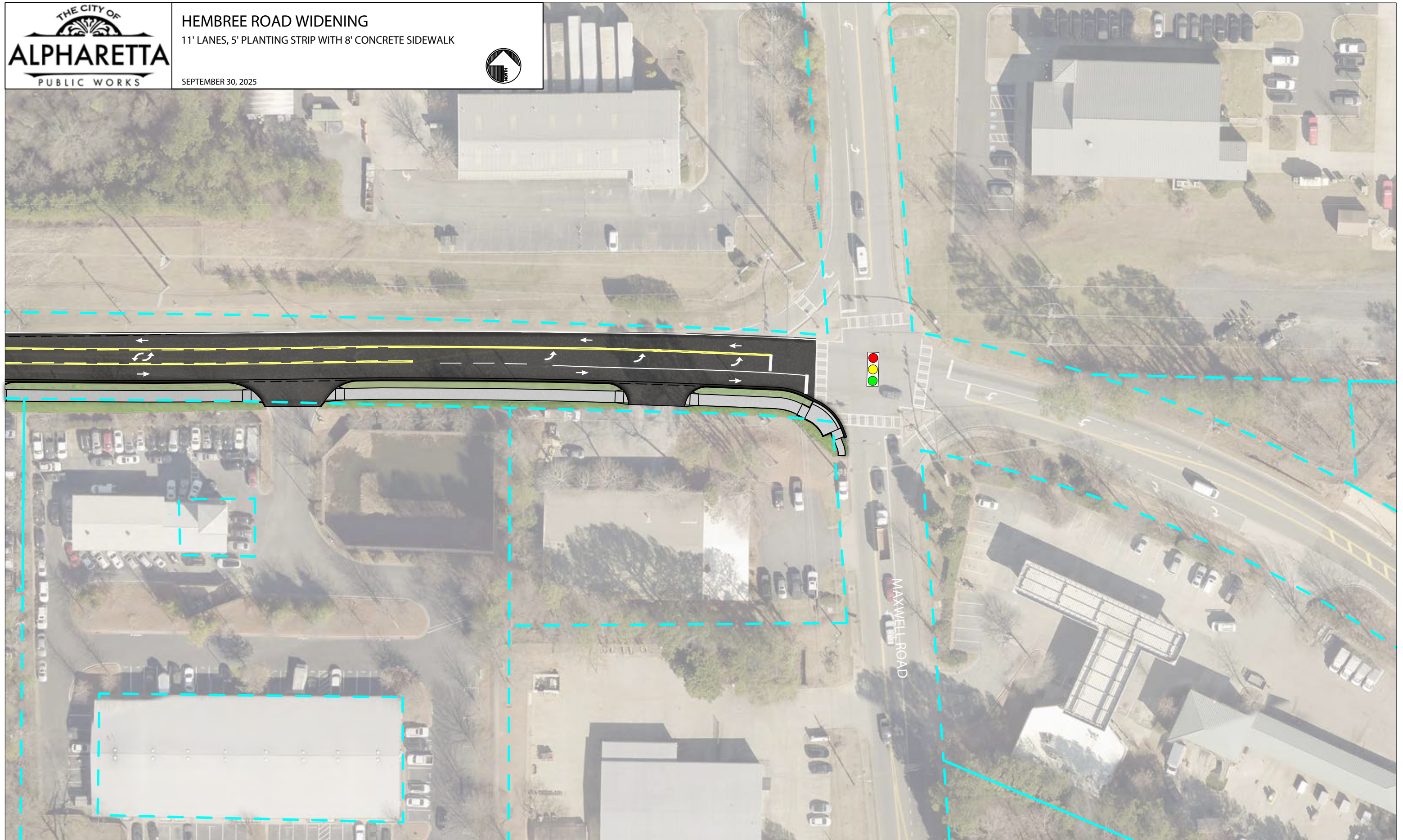


Exhibit II
CERTIFICATION FORM

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

Initial each box below indicating certification. The person initialing must be the same person who signs the Certification Form. (If unable to initial any box for any reason, place an "X" in the applicable box and attach a statement explaining the non-certification. The True North 400 will review and make a determination as to whether or not the firm shall be considered further or disqualified).

I further certify that to the best of my knowledge the information given in response to the Request for Vendor Qualifications is full, complete and truthful.

I further certify that the submitting firm and any principal employee of the submitting firm has not, in the immediately preceding five (5) years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings, nor is any team members/principals currently under indictment for any reason related to actions on public infrastructure projects.

I further certify that I understand that Firms included on the current Federal list of firms suspended or debarred are not eligible for selection and that the submitting firm has not, in the immediately preceding five (5) years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the submitting firm is not now under consideration for suspension or debarment from any such agency.

I further certify that the submitting firm has not in the immediately preceding five (5) years been defaulted in any federal, state or local government agency contract and further, that the submitting firm is not now under any notice of intent to default on any such contract, nor has been removed from a contract or failed to complete a contract as assigned due to cause or default.

I further certify that the firm or any affiliate(s) has not been involved in any arbitration, litigation, mediation, dispute review board or other dispute resolution proceeding with a client, business partner, or government agency in the last five (5) years involving an amount in excess of \$500,000 related to performance on public infrastructure projects.

I further certify that there are not any pending regulatory inquiries that could impact our ability to provide services if we are the selected consultant.

I further certify that there are no possible conflicts of interest created by our consideration in the selection process or by our involvement in the project.

I further certify that the submitting firm's annual average revenue for the past five (5) years is sufficient to allow the services to be delivered effectively by our firm and that there are no trends in the revenue which may be concerning other than normal market fluctuations.

I further certify that in regard to Audit and Accounting System Requirements, that the submitting firm:

- I. Has an accounting system in place to meet requirements of 48 CFR Part 31 and, in the case of non-profit organizations, OMB Circular A-122.
- II. Has submitted its yearly Certified Public Accountant overhead audit if it currently has an aggregate contract amount exceeding \$250,000.
- III. Has no significant outstanding deficient audit findings from previous contracts with True North 400 that have not been resolved.
- IV. Is responsible for being reasonably assured that all sub-consultant(s) presented as a part of the proposed team are similarly in compliance with the above requirements.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the True North 400 may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the True North 400 may contact any individual or entity named in the Statement of Qualifications for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Statement of Qualifications is submitted for the express purpose of inducing the True North 400 to award a contract.

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

Sworn and subscribed before me

This _____ day of _____, 20____.

Signature

NOTARY PUBLIC

NOTARY SEAL

My Commission Expires: _____

EXHIBIT III

GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Consultant's Name:	
Address:	
Solicitation No./Contract No.:	RFQ 26-001
Solicitation/Contract Name:	Design Services for Hembree Road Widening Project

CONSULTANT AFFIDAVIT

By executing this affidavit, the undersigned Consultant verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, entity or corporation which is engaged in the physical performance of services on behalf of True North 400 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 Consultant will continue to use the federal work authorization program throughout the contract period and the undersigned Consultant will contract for the physical performance of services in satisfaction of such contract only with sub-consultants who present an affidavit to the Consultant with the information required by O.C.G.A. § 13-10-91(b). Consultant hereby attests that its federal work authorization user identification number and date of authorization are as follows:

 Federal Work Authorization User Identification Number
 (EEV/E-Verify Company Identification Number)

 Date of Authorization

 Name of Consultant

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

 Printed Name (of Authorized Officer or Agent of Consultant)

 Title (of Authorized Officer or Agent of Consultant)

 Signature (of Authorized Officer or Agent)

 Date Signed

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE

____ DAY OF _____, 202__

[NOTARY SEAL]

 Notary Public

My Commission Expires: _____

**EXHIBIT IV
Area Class Summary Example**

Respondents should complete a table similar to the below and indicate by placing an “X” in the appropriate column indicating the firm which meets each required area class for each specific project with particular emphasis on the area classes which the Prime must hold as well as the sub-consultants. The below table is a full listing of all area classes. Since no single advertisement would require every area class, Respondents should delete all the area classes which are not applicable to the project they are pursuing and only include the ones applicable. Particular attention should be paid to the date that consultants certificate expires.

Area Class #	Area Class Description	Prime Consultant Name	Sub-Consultant #1 Name	Sub-Consultant #2 Name	Sub-Consultant #3 Name	Sub-Consultant #4 Name	Sub-Consultant #5 Name	Sub-Consultant #6 Name
	Prequalification Expiration Date							
1.01	Statewide Systems Planning							
1.02	Urban Area and Regional Transportation Planning							
1.03	Aviation Systems Planning							
1.04	Mass and Rapid Transportation Planning							
1.05	Alternate Systems Planning							
1.06(a)	NEPA							
1.06(b)	History							
1.06(c)	Air Quality							
1.06(d)	Noise							
1.06(e)	Ecology							
1.06(f)	Archaeology							
1.06(g)	Freshwater Aquatic Surveys							
1.06(h)	Bat Surveys							
1.07	Attitude, Opinion, and Community Value Studies (Public Involvement)							
1.08	Airport Master Planning (AMP)							
1.09	Location Studies							
1.10	Traffic Analysis							
1.11	Traffic and Toll Revenue Studies							
1.12	Major Investment Studies							
1.13	Non-Motorized transportation Planning							
2.01	Mass Transit Program (Systems Management)							
2.02	Mass Transit Feasibility and Technical Studies							
2.03	Mass Transit Vehicle and Propulsion System							
2.04	Mass Transit Controls, Communication and Information Systems							
2.05	Mass Transit Architectural Engineering							
2.06	Mass Transit Unique Structures							
2.07	Mass Transit Electrical and Mechanical System							
2.08	Mass Transit Operations Management and Support Services							
2.09	Airport Design (AD)							
2.10	Mass Transit Program (Systems Marketing)							
3.01	Two-Lane or Multi-lane Rural Roadway Design							
3.02	Two-Lane or Multi-lane urban Roadway Design							
3.03	Multi-Lane Urban Roadway Widening and Reconstruction							
3.04	Multi-lane Rural Interstate Limited Access Design							
3.05	Multi-lane Urban Interstate Limited Access Design							
3.06	Traffic Operations Studies							
3.07	Traffic Operations Design							
3.08	Landscape Architecture Design							
3.09	Traffic Control Systems Analysis, Design and Implementation							

RFQ: 26-001 Hembree Road Widening Project.

3.10	Utility Coordination							
3.11	Architecture							
3.12	Hydraulic and Hydrological Studies (Roadway)							
3.13	Facilities for Bicycles and Pedestrians							
3.14	Historic Rehabilitation							
3.15	Highway and Outdoor Lighting							
3.16	Value Engineering (VE)							
3.17	Toll Facilities Infrastructure Design							
4.01	Minor Bridge Design							
4.02	Major Bridge Design							
4.04	Hydraulic and Hydrological Studies (Bridges)							
4.05	Bridge Inspection							
5.01	Land Surveying							
5.02	Engineering Surveying							
5.03	Geodetic Surveying							
5.04	Aerial Photography							
5.05	Photogrammetry							
5.06	Topographic Remote Sensing							
5.07	Cartography							
5.08	Overhead/Subsurface Utility Engineering (SUE)							
6.01(a)	Soil Survey Studies							
6.01(b)	Geological and Geophysical Studies							
6.02	Bridge Foundation Studies							
6.03	Hydraulic and Hydrologic Studies (Soils & Foundation)							
6.04(a)	Laboratory Testing of Roadway Construction Materials							
6.04(b)	Field Testing of Roadway Construction Materials							
6.05	Hazardous Waste Site Assessment Studies							
8.01	Construction Engineering and Supervision							
9.01	Erosion, Sedimentation, and Pollution Control Plan							
9.02	Rainfall and Runoff Reporting							
9.03	Field Inspection for Erosion Control							

ATTACHMENT 1

Submittal Formats for Engineering Projects

		# of Pages Allowed
Cover Page	->	1
A. Administrative Requirements		
1. Basic Company Information		
a. Company name		
b. Company Headquarter Address		
c. Contact Information		
d. Company Website		
e. Georgia Addresses		
f. Staff		
g. Ownership		
		Excluded
2. Notarized Certification Form (Exhibit II) for Prime	->	1
3. Notarized Georgia Security and Immigration Compliance Act Affidavit (Exhibit III)	->	1
4. Signed Cover Page of any Addenda Issued	->	1 (each addenda)
B. Experience and Qualifications		
1. Project Manager		
a. Education		
b. Registration		
c. Relevant engineering experience		
d. Relevant project management experience		
e. <u>Relevant experience using GDOT specific processes, etc.</u>		
		2
2. Key Team Leader Experience		
a. Education		
b. Registration		
c. Relevant experience in applicable resource area		
d. <u>Relevant experience using GDOT specific processes, etc.</u>		
		1 (each)
3. Prime's Experience		
a. Client name, project location, and dates		
b. Description of overall project and services performed		
c. Duration of project services provided		
d. Experience using GDOT specific processes, etc.		
e. Clients current contact information		
f. Involvement of Key Team Leaders		
		2
4. Area Class Table and Notice of Professional Consultant Qualifications for Prime and Sub-Consultants	->	Excluded
C. Resources/Workload Capacity		
1. Overall Resources		
a. <u>Organization chart</u>	->	Excluded
b. Primary office to handle project and staff description of office and benefits of office		
c. Narrative on Additional Resource Areas and Ability		
		1
2. Project Manager Commitment Table	->	Excluded
3. Key Team Leaders Project commitment table	->	Excluded

Attachment B – Sample Contract (for informational purposes only)

**NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
CONSULTING ENGINEER
PROFESSIONAL SERVICES AGREEMENT**

This **PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT AND THE ENGINEER** (the “Agreement”) is made and entered into effective the date last signed below by and between the North Fulton Community Improvement District (“CID”) and _____ (“Engineer”) (individually referred to as “Party” and collectively as “Parties”). This Agreement is for the Engineer to perform certain consulting, design, and professional engineering services as set forth in a Task Work Order (the “Services”).

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, CID and Engineer agree as follows:

1. Term.

The “Effective Date” of this Agreement shall be the date said Agreement is last signed below. The time period from the Effective Date through the end of the Contract Time, and the satisfactory completion of the Project if later, shall be the “Term”.

2. Definitions.

Wherever used in this Agreement, whether in the singular or in the plural, the following terms shall have the following meanings:

2.1 Change Order.

Change Order shall mean a written order to Engineer executed by CID, issued after execution of a Task Work Order, authorizing and directing a change in the Work and/or the Contract Time, or any combination thereof.

2.X Contract.

The Contract includes the Contract Documents and is the entire and integrated agreement between the Parties hereto and supersedes prior negotiations, representations, or agreements, whether written or oral. The Contract may be amended or modified only by a written Amendment as set forth in Section 12.16.

2.2 Contract Documents.

The Contract Documents consist of this Agreement between CID and Engineer, the Task Work Order, the Drawings, Specifications, and the exhibits, and addenda issued in connection with the Task Work Order, as well as Change Orders and amendments issued after execution of the Task Work Order.

2.3 Contract Execution.

The Contract Execution means the date on which Engineer executes and enters into a Task Work Order.

2.4 Contract Price.

The Contract Price means the total monies, adjusted in accordance with any provision herein, payable to the Engineer pursuant to a Task Work Order.

2.5 Contract Time.

The Contract Time means the period of time stated in a Task Work Order for the completion of the Work. Time is of the essence.

2.6 CID.

The CID means the North Fulton Community Improvement District, located in Fulton County, Georgia.

2.7 Drawings.

The drawings are the graphic and pictorial portions of the Contract Documents, whether completed or partially completed.

2.8 Engineer.

Engineer means the Party or Parties contracting directly with the CID to perform Work pursuant to this Agreement.

2.9 Liaison.

The representative of the CID who shall act as Liaison between the CID and the Engineer for all matters pertaining to this Agreement, including review of Engineer's plans and work, unless otherwise specified in writing by CID.

2.10 Project.

Project means a task or set of tasks assigned pursuant to a Task Work Order. It shall have a scope of Services, milestone dates, and dates for substantial completion.

2.11 Specifications.

The Specifications means the written technical provisions including all appendices thereto, both general and specific, which form a part of the Task Work Order.

2.12 Subconsultant.

The Subconsultant means any person, firm, partnership, joint venture, company, corporation, or entity having a contractual agreement with Engineer or with any of its subconsultants at any tier to provide a portion of the Work called for by this Agreement.

2.13 Supplier.

A Supplier means an entity providing only equipment or materials for the performance of the Services.

2.14 Task Work Order.

A Task Work Order means a written order to Engineer signed by the CID and by Engineer, assigning a Project to Engineer. A Task Work Order shall contain a specific scope of Services for a Project, the method of calculating Contract Price, and shall establish the Contract Time.

2.15 Work.

The Work means any and all obligations, duties and responsibilities of Engineer specifically described in the Task Work Order, including furnishing Services, equipment, engineering, design, labor, and any other services or items necessary to the successful completion of a Project, assigned to or undertaken by Engineer under a Task Work Order.

3. Compensation.

3.1 For Work performed in accordance with this Agreement, CID shall pay Engineer the fee documented in the Project specific Task Work Order. Engineer is not authorized to begin Work, and CID is not obligated to pay compensation, unless pursuant to a Task Work Order. It is anticipated that Work will be performed and reimbursed on payment terms agreeable to both Parties (i.e., lump sum, hourly, etc.). Any proposed unit rates are to be broken out by labor category and included in a Task Work Order. Any unique unit rates or costs related to outside Subconsultants contracted to the Engineer to provide specialized Services for specific Work tasks will be included in the Project specific Task Work Orders.

3.2 The labor category unit rates shall be included in a Task Work Order and apply to those employees of the Engineer who are engaged in providing Work under this Agreement. In addition to the customary overhead items, the following costs are specifically defined as overhead charges and there shall be no additional charges for these costs: telephone charges, computer expenses, use of company vehicles, in-house reproduction, photocopying, and routine expendable/office supplies. Direct expenses (including Subconsultants hired by the Engineer) will be invoiced at cost.

4. Scope of Services.

4.1 Engineer shall provide Services for a Project to the CID as set forth in a Task Work Order.

5. Personnel, Subconsultant and Suppliers.

5.1 {Reserved}

5.2 {Reserved}

5.3 Terms of Subcontracts.

All subcontracts and purchase orders with Subconsultants shall afford Engineer rights against the Subconsultant which correspond to those rights afforded to CID against Engineer herein, including those rights of Contract suspension, termination, and stop work orders as set forth herein. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between CID and any Subconsultant of Engineer and a provision to this effect shall be inserted into all agreements between Engineer and its Subconsultants.

5.4 Engineer Responsible for Acts of Its Subconsultants.

Should Engineer subcontract all or any part of the Work, such subcontracting of the Work shall not relieve Engineer of any liability or obligation under the Contract or under any applicable policy, law, or regulation, and Engineer shall be responsible for all and any acts, defaults, omissions, or negligence of its Subconsultants and Suppliers.

5.5 Personnel.

Engineer shall employ and assign only qualified and competent personnel to perform any Work concerning a Project. Engineer shall designate one such person as a Project Manager. Absent written instruction from Engineer to the contrary, a Project Manager shall be deemed to be Engineer's authorized representative and shall be authorized to receive and accept any and all communications from CID.

5.6 Removal of Subconsultants and Personnel.

If, at any time during the course of the Work, CID reasonably determines that the performance of any Subconsultant or any member of Engineer's staff working on the Work is unsatisfactory, CID's Liaison may require Engineer to remove such Subconsultant or staff member from the Work immediately and replace the staff member at no cost or penalty to CID for delays or inefficiencies the change may cause.

5.7 Notice of Personnel Changes.

No changes or substitutions shall be permitted in the Engineer's key personnel as set forth herein without the prior written approval of CID.

5.8 Supervision of the Work.

The Work shall be supervised and directed by Engineer in compliance with the Standard of Care. When the Work requires Engineer's personnel or Subconsultants to be at a Project site, Engineer agrees it and its Subconsultants will comply with CID's or any of CID's contractors or representative's reasonable health and safety requirements, which will be provided to Engineer at least ten (10) business days prior to arrival on the Project site. Engineer shall not be responsible for any health and safety precautions or programs of CID or any of CID's contractors or representatives. If applicable to the Services, neither the professional activities of Engineer, nor the presence of Engineer or its employees and Subconsultants at a Project site, shall relieve CID, or CID's general contractor or, as applicable, any other third party engaged by CID, of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Services in accordance with the project documents and any health or safety precautions required by any regulatory agencies. Engineer and its personnel have no authority to exercise any control over any other third parties, including a construction contractor or its employees in connection with their work or any health or safety programs or procedures. CID agrees that it, its general contractor or any other third party engaged by CID shall be solely responsible for jobsite health and safety. Engineer shall bear full responsibility for any and all negligent acts or omissions of those engaged in the Work on behalf of Engineer.

5.9 Standard of Care.

Engineer is a design expert and the Services will be performed by it under a Task Work Order in accordance with that degree of care and skill ordinarily exercised by members of Engineer's profession practicing under similar circumstances at the same time in the same location ("Standard of Care"), and in compliance with applicable federal, state, and local statutes, rules, and regulations applicable to the Contract. Engineer warrants to CID that its personnel providing Services are appropriately skilled and licensed in the State of Georgia. Any and all Services not conforming to these requirements shall be considered defective and Engineer will correct the defect at no additional cost and without any change in the schedule. The CID shall not be liable or responsible for the accuracy of the Work or any error or omission in any phase of the Work. CID agrees that Engineer shall not be liable for work performed by other parties, for the accuracy of data supplied by other parties upon which Engineer may rely, or for testing or inspection work performed by others, nor for any loss or damages claimed to result from penetration of the ground unless the loss or damage is a direct result of Engineer's sole negligence. The Engineer shall have the sole responsibility for its Work and that it is in compliance with federal, state, and local laws applicable to the Contract.

6. Payment to Engineers.

6.1 For Work authorized under a Task Work Order, CID shall pay the Engineer on the basis of the method specifically set forth in a Task Work Order. Each invoice shall be accompanied by a letter progress report, which outlines the Work accomplished during the billing period, the percentage of the Work completed, the percentage of the budget expended, and any problems which may affect a Project's execution.

6.1.1 The Engineer shall not perform Work on any phase or task of a Project that will result in costs that will exceed the budget specified for such Task Work Order without the written consent of CID.

6.2 All invoices submitted by the Engineer shall be supplemented or accompanied by such supporting data required by the basis of the method of payment set forth in the Task Work Order.

6.3 There will be no payments for overtime billing. Overtime may be performed at the discretion of the Engineer but the premium time portion of the overtime will not be billed.

6.4 The Engineer shall bill for its Services for Work completed in accordance with Subsection 6.1 for each Task Work Order. Invoices shall be paid per CID policy and procedures, which is typically forty-five (45) calendar days from proof of receipt, as determined by CID. If there is any dispute regarding an invoice, then the Engineer may separate the disputed portion of the invoice and resubmit the undisputed portion of the invoice which will be paid per CID policy and procedures. The disputed portion of the invoice will be paid per CID policy and procedures upon resolution of the dispute.

6.5 Final Payment.

Upon completion by the Engineer of the Work, including the receipt of the final invoice by the Engineer and the review thereof by the authorized CID representative, the CID will pay the Engineer all amounts earned for Work performed in accordance with this Agreement. The CID is under no obligation to pay the Engineer the entirety of any not-to-exceed amount that may be stated in any Task Work Order. Payment will only be made for Work performed in accordance with this Agreement. The Engineer

agrees that acceptance of final payment shall be in full and final settlement of all claims arising against the CID for payment for Work performed, and releases the CID from any and all further claims for further payment for and on account of said Task Work Order.

7. Changes in Work and Extensions of Time.

7.1 CID's Right to Order Changes.

Changes in the Work within the general scope of a Project, consisting of additions, deletions, revisions or any combination thereof, may be ordered unilaterally by CID without invalidating the Contract. Such changes shall be communicated by Change Order. Engineer shall proceed diligently with any changes, and same shall be accomplished in accordance with the following terms and conditions as set forth in this Section 7.

Should conditions be encountered in the performance of the Work that Engineer has reason to believe are in variance with the conditions initially indicated by CID or documents provided by CID and differing materially from those ordinarily encountered and generally recognized as inherent in the Work, hereinafter called "Changed Conditions", Engineer shall, prior to modifying its Work or disturbing such Changed Conditions, give written notice to CID of such Changed Conditions and an estimate of additional time and cost, if applicable, to provide the Work in relation to the Changed Conditions. Upon receipt of Engineer's notice of Changed Conditions, CID shall determine how the Changed Conditions will affect the project and notify Engineer of how to proceed with the Work.

7.2 {Reserved}

7.3 Adjustments to Contract Price or Contract Time.

Upon the occurrence of a change as set forth in Subsection 7.1 hereinabove which increases or decreases the cost of the Work or Services, the Parties will agree to adjust the Contract Price for such costs attributable to such change. Any extension of the Contract Time requested by Engineer for performance of any Change Order may be granted by mutual agreement.

7.4 Effect of Executed Change Order.

The execution of a Change Order by Engineer shall constitute conclusive confirmation of Engineer's agreement to the ordered changes in the Work, the Contract Price, and the Contract Time, if any, as amended.

8. {Reserved}

9. Termination by the CID.

9.1 The CID may for any reason whatsoever terminate performance under this Contract by the Engineer for convenience. The CID shall give written notice of such termination to the Engineer specifying when termination becomes effective, which must be a minimum of thirty (30) days from the date the Engineer receives the written notice.

9.2 This Agreement shall terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds or other revenues are no longer available to satisfy the obligations of the CID under this Agreement.

- 9.3** The Engineer shall incur no further obligations in connection with the Work and the Engineer shall stop Work when such termination notice is received. The Engineer shall also terminate outstanding orders and subcontracts. The Engineer shall settle the liabilities and claims arising out of the termination of subcontracts and orders.
- 9.4** The Engineer shall transfer title and deliver to the CID such completed or partially completed Work, including but not limited to hard copies and electronic copies, and materials, equipment, parts, fixtures, information and Contract rights as the Engineer has.
- 9.5** Within sixty (60) days after its termination for convenience, the Engineer shall submit a termination claim to the CID specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the CID. The claim shall be signed by an officer of the Engineer under oath and under penalty of perjury. If the Engineer fails to file a complete and proper termination claim within the time required herein, any claim for termination shall be deemed waived and no further sums will be due the Engineer. The total sum to be paid the Engineer under this Subsection 9.5 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment. Payment of the sums due hereunder shall constitute full and complete satisfaction of all sums due Engineer for the termination of the Contract for convenience.
- 9.6** If either Party is in material breach of this Contract, the non-defaulting Party must notify the defaulting Party in writing of the breach and shall be entitled to terminate this Contract and/or any Task Work Order for default if substantial steps to cure the breach are not taken within ten (10) days of such notice. The defaulting Party shall be liable to the other for all costs, including reasonable attorneys' fees, reasonably and actually incurred as a result of such a breach.

10. Indemnification.

10.1 From Personal Injury or Damage to Tangible Property.

Engineer shall indemnify, defend (except for professional liability claims), covenant not to sue, and hold the CID, Greater North Fulton Chamber of Commerce, Inc. ("Chamber"), Alpharetta, Fulton County, and the state of Georgia, their officials, officers, directors, employees, and Commissioners, past and present, harmless from those claims, liability, damages, cost and expense including, without limitation, reasonable attorneys' fees and court costs, to the extent caused by Engineer's, or anyone for whose acts Engineer may be legally liable, negligence, recklessness, or intentionally wrongful conduct in performance of the Agreement, provided that such claims, liability, damage, loss, cost or expense is due to sickness, personal injury, disease or death, or to loss or destruction of tangible property. Engineer shall not be obligated to indemnify CID in any manner whatsoever for CID's sole negligence. The indemnification obligations herein shall not be limited in any way by coverage limitations in Engineer's insurance policies. The duty to defend shall not apply to professional liability claims, and the Engineer agrees to reimburse Client for reasonable defense costs which may rendered against those indemnified hereunder in connection with Engineer's negligent performance of the Agreement based on the percentage of Engineer's liability.

10.2 From Violations of Laws, Environmental Requirements, Performance Guidelines, and Licensing Requirements.

Engineer shall indemnify, defend, and hold harmless the CID, Chamber, Alpharetta, Fulton County, and

the state of Georgia and their officials, officers, directors, and employees, past and present, from and against all claims, liabilities, damages, losses, costs, expenses (including reasonable attorney's fees and court costs, and reasonable fees and expenses of experts) for bodily injury, including death, or damage to or loss of property but only to the extent caused by:

- 10.2.1** Any negligent, reckless, or intentionally wrongful violation by Engineer, its Subconsultants, employees, of any local, state or federal laws, rules, or regulations applicable to the performance of its obligations under the Contract,
- 10.2.2** Environmental violations or contamination from hazardous substances, hazardous wastes and emissions regulated by any applicable environmental laws or regulations and resulting solely from the intentionally wrongful conduct, negligence or recklessness of Engineer, its Subconsultants, Suppliers, or employees;
- 10.2.3** The negligent, reckless, or intentionally wrongful failure of any of Engineer's employees, Suppliers, or Subconsultants to obtain and maintain the required licenses, certificates and permits applicable to the Services mandated by applicable federal, state or local governing authorities with jurisdiction over construction, fabrication, environmental, health and safety matters for a Project;

Engineer shall not be obligated to indemnify CID in any manner whatsoever under this Section 10.2 for CID's sole negligence.

10.3 Hazardous Materials.

In the event Engineer discovers hazardous or contaminated materials, including but not limited to asbestos, PCBs, petroleum, hazardous waste, or radioactive material, Engineer shall stop all Work in connection with such hazardous condition and in any area affected thereby, and notify the CID of the discovery of said condition. Engineer shall strictly comply with all applicable laws, regulations, or rules by governing bodies, agencies, authorities, or organizations having jurisdiction over the Project or the discovery of said hazardous or contaminated material. If Engineer fails to comply with this Subsection or known contaminated or hazardous material is transported (either on or off site) but only to the extent caused by Engineer's sole negligence without notice to the CID, such materials shall become the property of Engineer and Engineer shall be solely responsible for all costs and fines associated therewith.

10.4 Lien Indemnification.

Provided CID has rendered payment to Engineer in full in accordance with the terms of this Agreement and each applicable Task Work Order, if a notice of lien or the like, alleging non-payment, should be filed or served upon CID by a Supplier or Subconsultant on a Project, Engineer shall cause the same to be canceled and discharged of record by bond or otherwise within thirty (30) days after notice of the filing thereof. In the event Engineer fails to cause the lien to be canceled and discharged of record within the time noted previously, CID may pay the amount of the lien from the retained funds and, within thirty (30) days thereafter, pay the balance, if any, less CID's expenses in the matter (including court costs and actual attorney's fees), to the Engineer. Engineer specifically agrees in this event that CID may consider the amount of the lien as presumptively correct. The Engineer shall also be responsible for the amount of any premium for any bond given by CID to obtain the discharge of any lien, or for the interest on any money deposited for the purpose of discharging any lien. Provided CID has rendered payment to Engineer in full in accordance with the terms of this Agreement and each applicable Task Work Order, the Engineer may not encumber CID, or cause CID to be encumbered, in any way without its previous knowledge and consent.

11. Insurance.

11.1 Required Coverage and Limits.

Engineer shall obtain and maintain the following insurance coverages issued by an insurance company authorized to do business in the State of Georgia with a minimum A.M. Best rating of "A VII" and reasonably acceptable to the CID. Insurance provided by Engineer shall be primary and non-contributory coverage and shall be endorsed accordingly. CID shall be granted a waiver of subrogation on all applicable insurance carried by Subconsultants. Engineer shall provide certificates of insurance and Endorsements evidencing these coverages to CID upon execution of this Agreement.

- (a) Worker's Compensation Insurance in accordance with the laws of the State of Georgia.
- (b) Commercial General Liability Insurance including Bodily Injury and Property Damage in an amount of not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (c) Automobile Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) in the aggregate and One Million Dollars (\$1,000,000) per occurrence.
- (d) Valuable Papers Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the Work in a minimum amount of One Hundred Thousand Dollars (\$100,000).
- (e) Professional Liability Insurance in the minimum of One Million Dollars (\$1,000,000) per claim and One Million Dollars (\$1,000,000) in the aggregate.
- (f) Umbrella Insurance in the minimum of Five Million Dollars (\$5,000,000) over and above the underlying required coverages of Commercial General Liability, Professional Liability, and Auto Liability coverage.

Engineer shall provide CID a minimum thirty (30) days written notice prior to cancellation of any required insurance policy. Said liability insurance policies, except Worker's Compensation and Professional Liability, shall name CID, Chamber, Alpharetta, Fulton County, and the state of Georgia as additional insureds.

All insurance requirements shall be maintained in full force and effect during the life of the Agreement and shall cover liability resulting from Engineer's Services and Work regardless of when claims are made, during or after completion of the Services.

11.2 Increases in Coverage.

At the request of CID, Engineer shall increase the above insurance limits or obtain additional coverage at CID's expense.

12. Miscellaneous.

12.1 General Conditions.

Any conditions or specifications contained in a Task Work Order and not expressly restated herein are hereby incorporated herein by this reference.

12.2 Agreement Not to Discriminate.

During the performance of this Agreement, the Engineer will not discriminate against any employee or applicant for employment, subcontractor, qualified client, or recipient of services, because of race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant or employee from performing the essential functions of the position. The Engineer will also, in all solicitations or advertisements for employees placed by qualified applicants, consider the same without regard to race, creed or belief, political affiliation, color, sex, national origin, age, religion, handicap, or disability which does not preclude the applicant from performing the essential functions of the job. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any Work covered by the Contract so that such provision will be binding upon each Subconsultant, providing that the foregoing provisions shall not apply to contracts or Suppliers for standard commercial supplies of raw materials.

12.3 Assignment.

The Engineer shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Agreement or its right, title, or interest therein to any person, firm, or corporation without the previous consent of the CID in writing, which consent shall not be unreasonably withheld.

12.4 Waiver.

A waiver by either Party of any breach of any provision, term, covenant, or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or any other provision, term, covenant, or condition.

12.5 Severability.

The Parties agree that each of the provisions included in this Agreement is separate, distinct and severable from the other and remaining provisions of this Agreement, and that the invalidity of any Agreement provision shall not affect the validity of any other provision or provisions of this Agreement.

12.6 Governing Law.

The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of Georgia. This Agreement has been signed and will be performed in Fulton County, Georgia.

12.7 Merger.

The Parties agree that the terms of this Agreement include the entire agreement between the Parties, and as such, shall exclusively bind the Parties. No other representations, either oral or written, may be used to contradict the terms of this Agreement.

12.8 Findings Confidential.

The Engineer agrees that its conclusions and any reports are for the confidential information of the CID and that it will not disclose its conclusions in whole or in part to any persons whatsoever, other than to submit its written documentation to the CID, and will only discuss the same with it or its authorized representatives, except as directed by CID. All documents, reports, maps, data, and studies prepared by the Engineer pursuant to this Agreement shall become the property of the CID and be delivered to CID. It is the CID's sole determination whether such information will be publically disclosed.

Articles, papers, bulletins, reports, or other materials reporting the plans, progress, analyses, or results and findings of the Work conducted under this Agreement shall not be presented publicly or published without prior approval in writing of the CID.

It is further agreed that if any information concerning the Work, its conduct, results, or data gathered or processed should be released by the Engineer without prior approval from the CID, the release of same shall constitute grounds for termination of this Agreement without indemnity to the Engineer, but should any such information be released by the CID or by the Engineer with such prior written approval, the same shall be regarded as public information and no longer subject to the restrictions of this Agreement. The Engineer acknowledges its correspondence, documents, and other records may be deemed subject to the Georgia Open Records Act, and to that extent may not be confidential.

12.9 Engineer to Cooperate.

If the CID undertakes or awards other contracts for additional work related to a Project, the Engineer shall fully cooperate with such other engineer and the CID, and carefully coordinate its own Work with such additional work as may be directed by the CID. The Engineer shall not commit or permit any act which will interfere with the performance of work by any other engineer or by CID.

12.10 Conflict of Interest.

12.10.1 Engineer's Interest.

The Engineer agrees that it presently has no interest and shall acquire no interest, direct or indirect, that would conflict in any manner or degree with the performance of its Services hereunder. The Engineer further agrees that, in the performance of the Agreement, no person having any such interest shall be employed.

12.10.2 Interest of Public Officials.

The Engineer will not, directly or indirectly, attempt in any manner to hire or attempt to hire or cause or otherwise encourage any employee of the CID to leave the employ of the CID in order to work for the Engineer or another entity.

12.11 Anti-Kickback.

Salaries of architects, draftsmen, technical engineers and engineers, and technicians performing Work under this Agreement shall be paid by Engineer unconditionally and not less often than once a month without deduction or rebate on any account except only such payroll deductions as are allowed by law. The Engineer hereby promises to comply with all applicable "Anti-kickback" laws, and shall insert appropriate provisions in all subcontracts covering Work under this Agreement.

12.12 Audits.

At any time during normal business hours upon reasonable notice and as often as the CID may deem necessary during the term of this Agreement, the Engineer shall make available to the CID, federal, state, or local government and/or their agencies and representatives for examination all of its records with respect to the Work and all matters covered by this Agreement. It shall also produce for inspection and permit the foregoing and/or their agencies and representatives to audit, examine and make copies, excerpts or transcripts from such records.

Engineer shall maintain all financial books, documents, papers, accounting records and other evidence regarding costs and expenses pertaining to a Project and shall make such material available upon reasonable notice during the period of the Agreement, and for seven (7) years from close out of construction of the Project, for inspection by the CID or any federal, state, or local reviewing agencies, and copies thereof shall be furnished upon request. Engineer agrees that the provisions of this Article shall be included in any agreements it may make with any Subconsultant, assignee, or transferee.

12.13 Verbal.

No verbal agreement or conversation with any officer, agent, or employee of the CID, either before, during, or after the execution of this Agreement, shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle Engineer to any additional payment whatsoever under the terms for this Agreement. All changes to this Agreement shall be in writing and appended hereto as prescribed in Section 7 above, or by written Amendment.

12.14 Independent Contractor.

Engineer shall perform the Services under this Agreement as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Agreement shall be interpreted or construed to constitute the Engineer or any of its agents or employees to be the agent, employee, joint venturer, associate, or representative of the CID. All employees furnished by Engineer will be employees of Engineer, and will at all times be subject to the direct supervision and control of Engineer. Engineer will have the sole responsibility of paying the salaries, taxes (including, but not limited to, Federal Social Security Taxes and Federal and State Unemployment Taxes and withholding), Worker's Compensation Insurance, and all other expenses relating to each such employee of Engineer, and for paying all other costs incurred in performing the Services.

12.15 Ownership of Documents.

As between the Parties, the Drawings, Specifications documents, computations, electronic data files, sketches, test data, survey results, photographs, and other material prepared by Engineer for the Work ("Design Documents"), shall immediately become and be the sole property of CID. Any documents furnished by CID shall remain the property of CID. Engineer may be permitted to retain copies of the Design Documents and any documents furnished by CID for its records; provided, however, that in no event shall Engineer use, or permit to be used, any portion or all of such documents on other projects without CID's prior written authorization. The Engineer shall provide an electronic copy and a hard copy of all deliverables. In the event CID, CID's contractors or subcontractors, or anyone for whom CID is legally liable makes or permits to be made any material changes or modifications to the Design Documents, including electronic files, without obtaining Engineer's prior written consent, CID assumes full responsibility for such changes or modifications, including any consequences thereof. CID agrees to waive any and all claims against Engineer and to release Engineer from any liability arising directly or indirectly from unauthorized changes or modifications. Notwithstanding anything to the contrary

contained herein, Engineer retains all right to its knowledge, experience, and know-how (including processes, ideas, concepts, and techniques) acquired in the course of performing the Work.

12.16 Amendment.

Any change, alteration, or addition to the terms and conditions set forth in this Agreement must be in the form of a written amendment signed by both Parties.

12.17 Notices.

Any notices to be given hereunder by either Party to the other may be effected either by personal delivery in writing, by mail (registered or certified), postage prepaid with return receipt requested, by a recognized overnight delivery service to the following addresses, or address changes subsequently provided to the other Party in writing in accordance with this Section 12.17:

If to the CID:

North Fulton Community Improvement District
10000 Avalon Boulevard
Suite 100
Alpharetta, GA 30009
Attention: Kristin Winzeler
Email: kwinzeler@truenorth400.com

If to the Engineer:

Attention: _____

Email: _____

Notice will be considered made as of the date of actual delivery if in person, as of the date of the receipt if sent via registered or certified mail or overnight delivery, or two (2) business days after the date of the email.

12.18 Attorney Fees.

If any action at law or in equity is necessary to enforce or interpret the terms and conditions of this Agreement, the prevailing Party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.

12.19 Litigation.

The Parties agree that all claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or breach thereof shall first attempt to be resolved between themselves

including escalating up to the appropriate levels of each Party. If after thirty (30) business days the dispute remains unresolved, then the Parties agree to submit the dispute for confidential, non-binding mediation with both Parties agreeing to the mediator no later than forty-five (45) days after written agreement to engage in mediation. The fees and expenses of the mediator shall be equally shared by both Parties. Each Party is responsible for their own costs, expenses, consultant fees and attorney fees incurred in the presentation or defense of the dispute that is subject to mediation between the Parties. The Parties agree to fully cooperate and participate in good faith to resolve the dispute. No written or verbal representation made by either Party in the course of any discussions attempting to resolve the dispute or other settlement negotiations shall be deemed to be a Party admission. If mediation fails to resolve the dispute within three (3) months, the dispute shall be submitted for determination through litigation. As a condition precedent to the filing of any legal action by either Party against the other Party arising out of or relating to this Agreement, the Party intending to file action shall first provide the other Party thirty (30) days' written notice of its intent to file such action. Such notice shall include an identification of the anticipated parties to said action and a description of all anticipated claims and causes of action to be asserted in said action.

12.20 Venue.

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement or the Contract Documents, venue shall lie in Fulton County, Georgia, and Engineer specifically waives its right under the Georgia Constitution to object to venue lying in Fulton County, Georgia.

12.21 Cooperation with Governmental Requirements.

If Federal funds are used to finance any portion of a Project, all requirements resulting from the use of Federal funds shall be expressly stated and incorporated into a Task Work Order for a Project. The Engineer shall cooperate fully with Alpharetta, Roswell, Milton, the Fulton County Department of Transportation ("FDOT"), the Georgia Department of Transportation ("GDOT"), the Federal Highway Administration ("FHWA"), consultants on adjacent projects, construction engineers, local government officials, utility companies, and others, as may be directed by the CID. Such cooperation shall include attendance at meetings, discussions, and hearings, as may be requested by the CID, furnishing plans, documents, and other data produced in the course of Work on the Project, as may be requested from time to time by the CID to effect such cooperation and compliance with all directives issued by the CID in accordance with this Agreement. It is understood and agreed that Alpharetta, Roswell, Milton, the FDOT, GDOT and FHWA will have access to the Work and be furnished information as directed by the CID. Engineer shall provide documents and cooperate with the CID so the CID is in compliance with any intergovernmental agreement with Alpharetta, Roswell, Milton, FDOT, GDOT, FHWA, and any other federal, state, or local agencies and departments.

12.22 Immigration Law Compliance.

To the extent applicable, Engineer acknowledges it and its Subconsultants are solely responsible for complying with the provisions of, including maintaining and providing records of compliance, and providing affidavits verifying compliance with, the Immigration Reform and Control Act of 1986, located at 8 U.S.C Section 1324, *et seq.*, the Georgia Security and Immigration Compliance Act of 2006 located at OCGA §13-10-90, *et seq.*, Georgia Department of Labor Rule 300-10-1-.02, and all regulations relating to the foregoing.

12.23 Survival.

The payment, indemnification, insurance, confidentiality, litigation, venue, cooperation, audit, and governing law obligations herein survive the expiration, cancellation, or termination of this Agreement.

12.24 No Third Party Beneficiaries.

Nothing in this Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, or corporation, any legal or equitable rights by reason of this Agreement or any term, covenant or condition herein, all of which shall be for the sole and exclusive benefit of the Parties hereto and their successors and permitted assigns.

12.25 Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute on and the same instrument.

12.25 Mutual Waiver of Consequential Damages.

With the exception of indemnification obligations set forth in Section 10, above, neither Party shall have direct liability to the other for incidental or consequential damages, lost revenues, lost profits, or punitive/exemplary damages, regardless of whether either Party is or was aware of the possibility or actuality of such damages and regardless of the form or theory of relief of any claim or action.

12.26 Force Majeure.

If and to the extent that either Party is prevented, precluded or hindered from performance under this Agreement by force majeure circumstances, including acts of God, the elements, acts of terrorism, disease, viruses, pandemic, epidemic, acts of governmental authorities, strikes, lockouts, casualties, or other similar or dissimilar causes beyond its reasonable control, such performance shall be excused, but only for the time period and to the extent that such performance is prevented, precluded or hindered by such causes. Time of performance of the Party's obligations hereunder shall be extended by a time period reasonably necessary to overcome the effects of such force majeure occurrences.

Executed by the Parties' duly authorized representatives as indicated by their signatures below.

**NORTH FULTON COMMUNITY
IMPROVEMENT DISTRICT**

BY: _____

BY: _____

(Printed Name, Title and Address)

(Printed Name, Title and Address)

Date: _____

Date: _____

**NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT
CONSULTING ENGINEER
PROFESSIONAL SERVICES AGREEMENT
TASK WORK ORDER NO. 1**

This Task Work Order No. 1 is issued by the North Fulton Community Improvement District (“CID”), and upon valuable consideration is accepted by _____ (“Engineer”) on the Contract Execution date signed below by the Engineer, pursuant to, and governed by the terms of, the Professional Services Agreement (“Agreement”) between the Parties which was effective _____, 202__. This Task Work Order becomes one of the Contract Documents as defined by the Agreement.

PROJECT

SCOPE OF SERVICES

DELIVERABLES

CONTRACT PRICE

CONTRACT TIME

Executed by the Parties’ duly authorized representatives as indicated by their signatures below.

Issued by: NORTH FULTON COMMUNITY IMPROVEMENT DISTRICT

By: _____
Date

Accepted by: _____

By: _____
Date

(Printed name and Title)