

**NOTICE TO CONSULTING FIRMS REGARDING A REQUEST FOR QUALIFICATIONS FOR THE
BELTLINE GREEN INFRASTRUCTURE PROJECT
CONCEPT DESIGN SERVICES**

RFQ #21001

February 04, 2021



City of Memphis, Tennessee

Allworld Project Management, LLC (“City’s Program Manager”) seeks to retain the services of a professional engineering consulting team to provide planning, engineering, design, and evaluation services related to the preparation of concept design plans for the **Beltline Green Infrastructure Project (“Project”)**. This Project will likely include a suite of progressive and innovative approaches to stormwater management and include metrics analysis to capture volume of stormwater managed with each intervention/project.

1.0 STATEMENT OF QUALIFICATIONS (SOQ) SUBMITTAL INSTRUCTIONS

To be considered, firms (or teams) must submit via email a PDF with a Letter of Interest and “Statement of Qualifications” (SOQ) to:

John Cameron
 Email: MSQ2Procurement@allworldmail.com

Subject line of the email must include, “Beltline Green Infrastructure Project Proposal.” The City of Memphis and City’s Program Manager reserves the right at any time to change or extend the due date and time for any reason.

DATE: March 12, 2021

TIME: Until 3:00 PM local time
 (Responses will NOT be accepted after 3:00 PM)

SOQ SUBMITTAL

The SOQ submittals will be received up and until 3:00 PM local time on March 12, 2021 via email at MSQ2Procurement@allworldmail.com

The email containing the SOQ shall contain at a minimum the Respondent’s name, the name of the Project.

Firms/Teams desiring to submit a Statement of Qualifications should carefully review these instructions.
Compliance with all requirements will be solely the responsibility of the Respondent.

Schedule of Events

The following schedule will be adhered to during the selection process. It is subject to change at the sole discretion of The City’s Program Manager (all times Central):

EVENT	EVENT DATE/TIME
Issue Solicitation	February 4, 2021
Pre-proposal Meeting	February 11, 2021, 10:00 AM (Zoom Link provided below)
Deadline for submitting written questions	February 18, 2021, 5:00 PM
Anticipated Release of Written Answers	February 25, 2021
Deadline for Submission of Qualifications	March 12, 2021, deadline 3:00 PM
Expected Date of Award of Contract	April 1, 2021
Expected Contract Start Date	May 3, 2021

Pre-proposal Meeting Information:

A non-mandatory Pre-proposal meeting will be held on Thursday, February 11, 2021 at 10:00am. Please use the Zoom Information below to access the meeting:

Join Zoom Meeting

<https://zoom.us/j/95745390437?pwd=d3BXTi9reGVwZFRXVG8zbWF6eEJsdz09>

Meeting ID: 957 4539 0437

Passcode: 397060

One tap mobile

+13126266799,,95745390437#,,,,*397060# US (Chicago)

+19292056099,,95745390437#,,,,*397060# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 957 4539 0437

Passcode: 397060

Find your local number: <https://zoom.us/u/apGp5lzzr>

FALSE OR MISLEADING STATEMENTS

If a Response contains false or misleading statements or references that do not support a function, attribute, capability or condition requested by the Responder, the entire Response may be rejected.

CLARIFICATION OF PROPOSAL

City's Program Manager reserves the right to obtain clarification of any point in a Response or to obtain additional information as necessary to properly evaluate a particular Response. Failure to respond to such a request for additional information or clarification in a timely manner may result in rejection of the Response.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of any SOQ submitted for consideration will become, at City Program Manager's option, a part of any future contract agreement. Failure to accept this condition may result in rejection of the Response.

RESPONSIVENESS

Respondents should respond to all requirements of the SOQ to the maximum extent possible and are required to clearly identify any limitations or exceptions to the requirements.

INTERPRETATIONS AND ADDENDA

If any prospective firm/team is in doubt as to the true meaning of any part of the Requirements for Preparing and Submitting Statement of Qualifications for the requested services, they may submit a written request via email (verbal requests will not be accepted) for an interpretation prior to the Last Date for Questions, as noted in the Selection Schedule. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made only by addendum transmitted to each party receiving a set of such documents and will be sent to all SOQ respondents. The City's Program Manager or the City of Memphis will not be responsible for any other explanations or interpretations of the proposed documents.

SUBMIT ALL QUESTIONS BY E-MAIL TO:

Attn: John Cameron, PE msg2procurement@allworldmail.com
Cc: Kimbra Bernard kbernard@allworldmail.com

There shall be no communication between the firm/team, their employees or subcontractors concerning this Statement of Qualifications to anyone within the City's Program Manager's or The City of Memphis' personnel or any such person's spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantially equivalent of the above except through John Cameron and Kimbra Bernard. Evaluation Committee members and other Allworld Project Management personnel, are not to be contacted prior to the City of Memphis or the City's Program Manager's decision to approve or reject the Evaluation Committee's recommendation.

Specifically, this NO-CONTACT PERIOD shall commence on the initial date of the advertisement for the Statement of Qualifications and continue through and include the date the City of Memphis and The City's Program Manager makes its determination to approve or reject the Evaluation Committee's recommendation. Failure to meet any of these requirements may disqualify your firm/team from consideration.

Failure to comply with the above requirement will be grounds for disqualification.

MODIFICATION OR WITHDRAWAL OF SUBMITTALS

REJECTION OF RESPONSES

To the extent permitted by applicable local, state and federal laws and regulations, The City's Program Manager reserves both the right to reject any and all Responses, to waive any and all informalities not involving price, time, or changes in the work with the successful Respondent, and the right to disregard all non-conforming, non-responsive, unbalanced or conditional Responses. Also, the City's Program Manager reserves the right to reject a Response, in its sole discretion, if the City of Memphis believes that it would not be in its best interest to make an award to that Respondent.

The City's Program Manager reserves the right to reject any Response if the evidence submitted by the Responder, or if the investigation of such Respondent, fails to satisfy The City's Program Manager that such Respondent is properly qualified to carry out the obligations and to complete the work contemplated therein. All Responses will be rejected if there is reason to believe that collusion exists among Respondents. Responses will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

ERRORS IN RESPONSES

Responders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting Responses; failure to do so will be at the Responder's own risk.

ADDENDA

Addenda may be issued prior to the receipt of the Responses for the purpose of changing or clarifying the intent of this document. All addenda will become a part of the SOQ and the Respondent shall acknowledge receipt of all addenda in their Response.

M/WBE PARTICIPATION

The Stormwater Management Program has a combined M/WBE goal of 27%. Firms/Teams meeting the requirements for the Stormwater Program Management M/WBE goals must be registered on the City's Equal Business Opportunity (EBO) list.

Link to EBO List:

<https://memphis.mwsbe.com/FrontEnd/SearchCertifiedDirectory.asp?XID=9922&TN=memphis>

The City of Memphis and the Allworld Project Management, LLC are firmly committed to the principles of diversity and inclusion. Increasing opportunities for minority and women-owned businesses is a high priority.

To achieve this goal, the City's Program Manager requires that a best-faith effort be made to avail any potential opportunities to qualified minority and women-owned businesses.

Joint Venture & Creative Partnerships: It is strongly suggested that larger firms/teams consider collaborating with MWBE companies to allow more participation in the scope of work. Joint ventures recognized by a binding, executed legal agreement and/or similar value-added partnerships are encouraged.

SAFETY REQUIREMENTS

The Consulting Team shall be solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property. Consulting Team shall comply, and shall secure compliance by Subconsultants, with all applicable health and safety laws and regulations. Consulting Team agrees to conduct its operations to provide maximum safety and shall, while on the premises of Purchaser or Owner or on the Jobsite, comply with the safety programs and regulations of Purchaser and of Owner, if any.

OTHER ITEMS

This SOQ does not commit the City's Program Manager or The City of Memphis to enter into a contract, nor does it obligate The City of Memphis to pay for any costs incurred in the preparation and submission of Responses or in anticipation of a contract. Costs of preparing the Statement of Qualification in response to this request are solely the responsibility of the Respondent.

By responding to this solicitation, the respondent attests that no employee of Allworld Project Management, Program Management Team, or City of Memphis employee or any such person's spouse, child, parent, brother, sister, dependent or person assuming a relationship being the substantially equivalent of the above, has an existing or pending, direct or indirect, financial interest in the respondent's business.

No Respondents to this solicitation shall discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin.

2.0 SOQ SUBMITTAL REQUIREMENTS

STATEMENT OF PURPOSE

This project originates from a collaborative effort, synthesizing recommendations from the City of Memphis' Division of Engineering's Drainage Studies, the Division of Planning and Development's Regional Resilience Master Plan, the Memphis Area Climate Action Plan, and Memphis 3.0 Comprehensive Plan. The project aims to prioritize an innovative stormwater management approach integrating green infrastructure and illustrate how these efforts can also contribute to other socio-economic co-benefits. This project suite will highlight how the City invests in equitable and innovative solutions to stormwater management and makes improvements to neighborhoods that have meaningful impact to its residents and the City overall.

This project is being funded partially by Stormwater Revenue Bonds and will subsequently secure the remainder of its design and construction funding through the City of Memphis' first offering of an Environmental Impact Bond (EIB). The EIB is a municipal bond that includes a prediction of the expected project outcomes ("outcome metric"). This requires the respondent to estimate the outcome from the designed projects (i.e., stormwater volume storage capacity) before EIB Issuance. The EIB is intended to support sustainable and green stormwater infrastructure, while measuring multiple co-

benefits to mitigate flood risks and provide broader neighborhood improvements. This project shall adhere to all Federal and State regulations and requirements. The professional consulting firms (the Prime) and all sub consultants must be registered with the City of Memphis' Division of Engineering. Payment for services shall be made based on the work complete in each section of the scope of services.

TERM OF ENGAGEMENT

All Responses provided will be valid through at least June 30, 2021.

SCOPE OF WORK DESCRIPTION

The following section provides a general description of the Work required. The section outlines professional services to be provided by the firm/team for Concept Design Services to facilitate subsequent design of stormwater management systems in the Beltline Neighborhood. The scope of services will include, but are not limited to, the following:

- Prepare concept level design plans for the project suite as outlined in Table 1.
- Collaborate with the City of Memphis' 'Green Infrastructure Working Group' – including representatives from the Divisions of Planning and Development, Public Works, Engineering and the City's Program Manager, along with additional consultants selected for portions of this assignment. This may, but not exclusively, include virtual meetings, bi-monthly or monthly updates, seeking dialogue and building a shared understanding of how these projects will impact resident's quality of life rather than simply address stormwater capture. This process will be guided and coordinated through Division of Planning and Development staff.
- Calculation and documentation of EIB outcome metrics (e.g., volume calculations of stormwater storage/capture capacity) and input/discussion of project outcomes involving other potential co-benefits such as water quality improvement, green space access, equity impacts, and/or other resident benefits. It is understood that EIB outcome metrics calculated at the end of conceptual design should give reliable guidance through final design.

Table 1: Project descriptions and expected EIB Project Scope components and outcomes. Note that these are subject to change as projects tie together. Volume capture capacity will be included in each project as part of the disclosure package of quantifiable outcomes.

	Project	Description/Type	Expected/Ideal Components or Outcomes
A	Hollywood Street, Union to Southern	Complete streetscape design including green elements. Reconstruction of Hollywood Street with green infrastructure components as well as pedestrian and bike lane upgrades.	Components may include a road diet incorporating bioswale curb cuts, connectivity between Beltline, Liberty Park and the Greenline along with improved pedestrian and bicycle safety measures such as traffic calming components and striping. Coordination with Innovation Corridor BRT route development and CNRR.
B	Liberty Bowl North Underground Detention	Could include permeable pavement, bioswales underground detention (with or without infiltration) including 400,000 cubic feet of storage. Located at existing parking lots between the Liberty Bowl Memorial Stadium and the Children's Museum of Memphis.	Ties into parking lot greening (such as capturing bioswale drainage or redirecting sheet flow from impermeable parking surfaces). Contributes to Cypress Creek watershed-level goals.
C	Liberty Bowl Southwest Detention	This project includes a combination of permeable pavement, bioswales, aboveground and underground detention facilities (with or without infiltration) providing at least 1,300,000 cubic feet of storage.	Helps mitigate local flooding and limits peak flow to the Beltline neighborhood to the east. Contributes to Cypress Creek watershed-level goals. Connectivity to trails and park system planned between Liberty Park and the Beltline neighborhood.
D	Beltline Urban Park Construction	Neighborhood green space incorporating walking trails, educational signage, and naturalization of the existing channelized stream. Specific park boundaries to be identified contingent upon property acquisitions.	Create connectivity to other adjacent projects (Hollywood Street, Liberty Park, etc.) along with neighborhood amenities. Improved neighborhood park, stable natural channel, and improved water quality.
E	Beltline Park to Josephine Channel Improvements & Culvert Upgrades	Upsize culverts and naturalize the concrete channel conveyance along the reach between the Beltline Urban Park and Josephine. This project may include upsizing of culvert crossings at Boston, Buntyn and Josephine. May include securing easements if components are outside City ROW and include innovative approaches beyond replacing culvert.	This component can include vegetation that supports a functioning stream channel with sufficient capacity to capture neighborhood drainage.

Concept Design Package Deliverables:

1. Site Plan – near final
2. Plan and Profile: Design will include elevations and alignment stations.
3. Grading & Drainage Plan: Will include topography, inverts, and finished grades.
4. Erosion Control Plan (ECP): Proposed erosion control detail along with best management practices employed in developed design.
5. Post Construction Runoff Control Plan (PCRCP): Will identify control detail along with best management practices employed in developed design.
6. Public Infrastructure Details: Identify all infrastructure improvements and detail.
7. Traffic Control: Detail how traffic will be impacted during construction phase.
8. Stormwater Volume Capture/Storage Capacity: Detailed calculations or models demonstrating the stormwater impacts and capacity of each project to contribute to stormwater capture, retention, or detention. Description of the outcome methodology must also be included.
9. Expected Workforce Impact: Include a qualitative assessment of how the projects will advance workforce development opportunities for the City (such as ongoing maintenance for green infrastructure by small businesses)

Estimated Schedule of Performance Work

Current Assignment:

- Concept Design Services (concurrent with permit acquisitions as required) – May 2021 – Aug 2021

Assignments by intended amendment:

- Following EIB Issuance, design to 100% - Jan 2022 – Dec 2022
- Construction – First Quarter 2023

SELECTION PROCESS

This Request for Qualifications (“RFQ”) is an invitation by the City’s Program Manager to Design Professionals to submit their qualifications and all other required submissions to perform the services in this RFQ.

The submittal in response to this RFQ will be reviewed and evaluated in accordance with the following:

- General background about the firm(s) or team – history, office locations, number of staff, etc. (15%)
- Staff availability – location, access, etc. (10%)
- A list of constructed projects with a similar size, design scope and public engagement as the proposed work. (20%)
- Plan for co-production of the project suite with City staff and other stakeholders (20%)
- Conceptual project design approach with green infrastructure additions for the projects listed above (30%)
- The proposing team includes a Diversity Inclusion Plan which specifies the responsibilities of the project team members and meets or exceeds the Program M/WBE Goal (5%)

The submittal will be reviewed by an Evaluation Committee comprised of the City’s Program Manager’s Staff and City Staff that will make a recommendation of the firm(s)/team(s) based on the submissions. Recommendations will be reviewed with the City of Memphis for concurrence on selection. If the Evaluation Committee cannot reach a consensus based on the submissions, the

submitting firms/teams may be required to make a presentation to the Evaluation Committee and/or submit a more detailed response. The Evaluation Committee reserves the right to reject any and all submittals, to waive any informality in submittals, and negotiate changes in the scope of services to be provided. Similarly, the Evaluation Committee is not responsible for, and will not open, any proposal responses that are received later than the date and time stated below. All submitters will be advised when a selection has been made.

Evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex, creed or national origin. Interested certified Equal Business Opportunity (EBO) firms/teams as well as other minority/women-owned firms are encouraged to respond to all advertisements by City of Memphis and/or the City's Program Manager.

Selection will be based upon the judgement of the Evaluation Committee in obtaining a Design Professional that will be in the best interests of the City. This RFQ is not a request for a competitive bid. Design Professional's submittal of a proposal in response to this RFQ does not create any right in or expectation to a contract with the City.

It is anticipated that between one (1) and three (3) firms/teams will be selected for assignments. Submitting teams should be able to perform all portions of the scope of work.

This initial selection will be for concept design services. The successful responder will be expected to execute a contract for concept design. (see Sample Contract below) The Program Manager will have the option to amend the contract to continue through 100% design, and possibly through construction services. If more than one firm/team is chosen for concept design, each firm's/team's option to extend will be considered separately.

Any changes to this Request for Qualifications will be issued and posted on the following website: www.memphistn.gov/business/rfps-rfqs/. Submittals must include acknowledgement of any addendums issued prior to due date.

Selected prime firms will be required to supply evidence of sufficient insurance before award of the contract.

All costs of preparation for responses to this Request for Qualifications are the responsibility of the responding firms/teams.

QUALIFICATIONS CRITERIA

SOQs should be concise. Excessive language or unclear SOQ responses may jeopardize your firm's/team's chances of being approved for the project. The SOQ must comply with the format and content described below. Do not include any information in the SOQ that is not specifically requested. It is the responsibility of the Design Professional to include relevant professional qualifications and other information pertaining to the RFQ. The statement of qualifications should include the following:

1. General background about the firm(s) or team outlining the history, office locations, number of staff.
2. Staff Expertise & Availability. This section should describe the location, access, expertise and experience, and document relevant qualifications and registrations. Organization chart should be located within this section.
3. Project Experience demonstrating constructed projects with a similar size, design scope and public engagement as the proposed work. (5 pages max.)
4. Project Understanding and Approach that details the (10 pages max.)
 - i. Plan for co-production of the concept design with City staff and other stakeholders.
 - ii. Conceptual project design approach with green infrastructure additions for the projects listed.

Project Concept Design Schedule. Include a discussion and Gantt chart schedule based on the project approach indicating start and finish times and total duration of the work proposed as part of this contract.

iii. Description of Quality Assurance Plan

5. Demonstrate that the proposing team meets or exceeds the Equal Business Opportunity (EBO) Goal.

Proposals shall be a maximum of 20 pages in a minimum 11-point Font. Pages can include 8 ½ x11" with 1" margins, and foldouts permitted if addressing project design or graphics. Foldouts are permitted in 11x17 sheet size but will count as 2 pages. Covers, Tables of Contents, resumes, and divider tabs are not included in the page count, provided no additional information is included on those pages. Each individual resume should be limited to 2 pages. Submissions greater than 15MB in size will be transmitted via some other digital transfer process with provision of a link via email to enable download.

Sample Contract

MASTER PROFESSIONAL SERVICES TEAMING PARTNER AGREEMENT

THIS AGREEMENT (Agreement) is by and between Allworld Project Management, LLC (Prime), a Tennessee corporation and _____ (Teaming Partner).

WITNESSETH:

WHEREAS, Prime has entered into an agreement dated July --, 2021(Prime Agreement), with City of Memphis, Tennessee (Owner), related to the Development and Implementation of a Stormwater Management Program (the Project); and,

WHEREAS, Prime requires certain services in connection with the Project and Teaming Partner is prepared to provide such Services;

NOW, THEREFORE, in consideration of the promises contained in this Agreement, Prime and Teaming Partner agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____, 2021. The Term of this Agreement commences on the Effective Date and shall be, if not terminated earlier, pursuant to the other provisions of this Agreement, for a period of four years.

ARTICLE 2 - SERVICES TO BE PERFORMED BY TEAMING PARTNER

Teaming Partner shall supply all labor, services, resources and consultation necessary to perform the Scope of Services required by this Agreement (Services) for or in connection with the Prime Agreement. The Scope of Services is generally described in Attachment A to this Agreement. The Services shall be performed pursuant to written Task Orders issued by Prime. There is no obligation for Prime or its affiliates to authorize or issue any Task Orders under this Agreement.

Teaming Partner recognizes that the services of Prime and others involved in the Project are dependent upon the timely, complete, and accurate performance of Teaming Partner's Services and that unless otherwise provided in this Agreement, Teaming Partner shall perform such Services in the same manner, timing, and sequence as Prime is required to perform the Services under the Prime Agreement, incorporated herein by reference. In the event of a conflict or ambiguities in any of the documents which form part of this Agreement, the terms which impose the higher or more stringent standard shall govern. Teaming Partner warrants and represents that it has reviewed and fully understands the Prime Agreement. A copy of the Prime Agreement, excluding provisions related to compensation and other provisions not relevant to Teaming Partner's performance, is attached as Attachment D. All provisions required by the Prime Agreement to apply to Prime's subcontractors and/or sub Teaming Partners are hereby incorporated by reference.

Specifications, drawings, schedules, and other materials pertinent to Teaming Partner's Services under this Agreement will be furnished to Teaming Partner as they become available to Prime. Time is of the essence.

All materials that Teaming Partner develops rendering the Services hereunder, including without limitation any inventions or copyrightable work products, shall become the sole and exclusive

Sample Contract

property of Prime without limitation at the time of their creation. All such materials shall be delivered to Prime by Teaming Partner at the completion, suspension or termination of this Agreement, unless otherwise directed by Prime. Teaming Partner agrees to execute all documents and to take all steps that Prime deems necessary or desirable to protect Prime's ownership of and property rights in these materials and hereby assigns all such rights to Prime.

ARTICLE 3 - COMPENSATION

3.1 Method of Payment. Prime shall pay Teaming Partner in accordance with Attachment B, Compensation as specified in each respective Task Order.

Teaming Partner shall pay all taxes, duties, and assessments of every nature due in connection with the Services and shall make any and all payroll deductions required by law and hereby indemnifies and holds harmless, Prime, its affiliates and Owner from any and all liability on account of any and all such truces, levies and duties, assessments and deductions.

3.2 Time of Payment. Teaming Partner shall submit monthly statements by the 5th day of each calendar month, for Services rendered. If Prime objects to any statement submitted by Teaming Partner, Prime shall so advise Teaming Partner in writing giving reasons therefore within ten (10) days from the submittal of the invoice.

Prime shall bill Owner on account of Teaming Partner's Services and shall pay Teaming Partner within fifteen (15) days of the time Prime receives payment from Owner on account thereof. It is intended that payments to Teaming Partner will be made as Prime is paid by Owner. Payments to the Teaming Partner will be reduced by any amounts withheld by the Owner, including without limitation, retainage. Upon the release to Prime of any amount that includes payments due Teaming Partner, Prime will forward to Teaming Partner its portion of such payment.

ARTICLE 4 - STANDARD OF CARE

Teaming Partner shall exercise the same degree of care, skill, and diligence in the performance of the Services as required by the Prime Agreement. Teaming Partner is hereby given notice that Prime shall be entitled to and will rely on the accuracy, competence and completeness of Teaming Partner's Services hereunder in utilizing the results of such Services.

ARTICLE 5 - LIABILITY AND INDEMNIFICATION

5.1 Indemnification. To the fullest extent permitted by law, Teaming Partner shall defend, indemnify and hold harmless Prime, and any and all of their directors, officers, employees, agents, successors, and assigns, and any other party required to be indemnified in the Prime Agreement, (collectively the "Indemnitees") for all claims, losses, damages, and expenses and shall be included without limitation attorneys' fees and reasonable costs of any successful enforcement of this Article by the indemnitees) on the same terms and to the same extent which Prime has with respect to defense and indemnity obligations under the Prime Agreement, such terms incorporated herein by reference.

5.2 Employee Claims. To the fullest extent permitted by law, Teaming Partner shall defend, indemnify and hold harmless Owner, Prime, their related and affiliated companies and the officers, directors, partners, shareholders, agents, employees and representatives of each against liability for all claims, losses, damages, and expenses, including without limitation, attorneys' fees and reasonable costs of any successful

Sample Contract

enforcement of this Article by the indemnitees), arising out of claims by Teaming Partner's employees.

5.3 Intellectual Property. To the fullest extent permitted by law, Teaming Partner shall defend, indemnify, and hold harmless Prime, Owner, their related companies, and their directors, shareholders, officers, partners, employees, and agents from and against any claim, loss, damage, expense or liability (including reasonable attorneys' fees, and reasonable costs of any successful enforcement of this Article by the indemnitees) arising from actual or asserted infringement, improper appropriation or use of trade secrets, proprietary information or property, know-how, copyrights, or patents.

5.4 Notwithstanding anything to the contrary herein, except as set forth in Section 5.1, Section 5.2 and Section 5.3 herein, neither Teaming Partner nor Prime shall be liable to the other or the other's affiliates, parents, subsidiaries or partners for any indirect, special, incidental, or consequential losses or damages, including but not limited to loss of profits, loss of use, loss of financing, or loss of revenue, arising from the services provided under this Agreement and regardless of legal theory such damages are alleged, whether in contract, warranty, tort (including negligence), strict liability, or otherwise.

ARTICLE 6 - INDEPENDENT CONTRACTOR

Teaming Partner undertakes performance of the Services as an independent contractor and not as an employee or agent of Prime. Teaming Partner shall be wholly responsible for the means and methods of its performance. Prime shall be the general administrator and coordinator of Teaming Partner's Services and shall facilitate the exchange of information among the independent Teaming Partners employed by Prime as necessary for the coordination of their services. Owner and Prime shall have the right to observe performance of the Services. Inspections or lack thereof by Prime shall not be deemed a waiver of any of its rights under Teaming Partner's guarantees or of its right to subsequently reject defective Services or require reperformance of such. All communications with Owner shall be through the Prime.

Prime shall not withhold income or social security taxes and Teaming Partner agrees to pay such taxes directly to the appropriate taxing authorities. Similarly, Prime shall not provide worker's compensation benefits or insurance, or other benefits customarily furnished to employees. Nothing herein shall create an employment relationship between Teaming Partner or any of its employees and Prime.

ARTICLE 7 - COMPLIANCE WITH LAWS

In performance of the Services, Teaming Partner shall comply with all applicable regulatory requirements including without limitation, federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards. Teaming Partner shall procure the permits, certificates, and licenses necessary to allow Teaming Partner to perform the Services. Teaming Partner shall not be responsible for procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Teaming Partner in Attachment A, Scope of Services.

ARTICLE 8 - INSURANCE

Teaming Partner shall maintain the following insurance during the performance of any Services under this Agreement and shall provide updated certificates to Prime at least annually or more frequently upon Prime's request:

- (1) General Liability Insurance, with a combined single limit of not less than \$1,000,000 for each occurrence and not less than \$1,000,000 in the aggregate.

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- (2) Automobile Liability Insurance, with a combined single limit of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident.
- (3) Worker's Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance with limits of not less than \$500,000 for each occurrence.
- (4) Professional Liability Insurance with limits of not less than \$1,000,000 each occurrence and in the aggregate.

Teaming Partner shall furnish Prime, prior to performing any Services under this Agreement, certificates of insurance which shall include a provision that such insurance shall not be canceled or materially changed without at least thirty days' written notice to Prime. Teaming Partner shall include Prime, Owner, their related and affiliated companies, and the officers, directors, partners, shareholders, employees, agents and representatives of each as additional insureds (Additional Insureds) on the general and automobile liability insurance policies required by this Agreement.

The automobile and commercial general liability policies required herein shall be considered primary as respects any other insurance that the Additional Insureds may carry, including without limitation, deductibles and self-insured retentions, and any other insurance that the Additional Insureds may carry shall be considered excess insurance only and shall not be required to contribute with the insurance required under this Agreement. All required policies, except professional liability, shall include a waiver subrogation against the Additional Insureds and Teaming Partner hereby waives its rights against the Additional Insureds for any losses, damages, claims, and expenses covered under such policies.

ARTICLE 9 - PRIME'S RESPONSIBILITIES

Prime shall perform the following:

- (1) Provide criteria and information pertinent to Teaming Partner's Services as to Owner's and Prime's requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner and Prime will require to be included in the drawings and specifications to be furnished by Teaming Partner under this Agreement, if any.
- (2) Make available to Teaming Partner drawings, specifications, schedules, and other information, interpretations, and data which are prepared by Prime, or by others, which Prime knows are reasonably available to Prime, and which Prime and Teaming Partner consider pertinent to Teaming Partner's responsibilities under this Agreement.
- (3) Request Owner to arrange for access to and make all provisions for Teaming Partner to enter upon public and private property as required for Teaming Partner to perform the Services under this Agreement.
- (4) Give prompt notice to Teaming Partner whenever Prime observes or otherwise becomes aware of any development that affects the scope or timing of Teaming Partner's Services.

The information and services to be provided by Prime under this Article will be without cost to Teaming Partner.

ARTICLE 10 - TERMINATION AND SUSPENSION

10.1 This Agreement and any Task Orders hereunder shall terminate automatically upon termination of the

Sample Contract

Prime Agreement. Prime will promptly notify Teaming Partner of such termination.

10.2 Prime shall have the unrestricted right to terminate for convenience further performance of all or any part of the Services under any Task Order upon written notice to Teaming Partner. In such case, Teaming Partner shall immediately discontinue performance of the Services on the date specified in such notice and shall preserve work in progress pending disposition instructions by Prime.

Teaming Partner shall recover from Prime, as complete and full accord and satisfaction, for such terminated Services, the actual costs of all Services satisfactorily executed to the date of termination, subject to approval and payment by Owner on account thereof.

10.3 In the event that Teaming Partner shall default in the performance of any obligation to be performed by it under this Agreement and shall fail to correct such default within five (5) working days following written notice thereof from Prime, Prime may, without prejudice to any other rights or remedies Prime may have, hold in abeyance further payments to Teaming Partner and/or terminate this Agreement by written notice to Teaming Partner specifying the date of termination. In the event of such termination, Prime may take over and finish the Services by whatever method Prime may deem expedient at Teaming Partner's sole expense. Teaming Partner shall be liable to Prime for all damages suffered by Prime due to Teaming Partner's default.

10.4 Teaming Partner waives any and all claims for anticipated profits or lost overhead arising out of termination for any reason whatsoever, whether arising under breach of warranty or contract, tort, negligence, strict liability or other theory of legal liability.

ARTICLE 11 - NONDISCLOSURE OF CONFIDENTIAL INFORMATION

11.1 Teaming Partner shall consider all information provided by Prime and Owner, and all drawings, reports, studies, design calculations, specifications, and other documents resulting from the Teaming Partner's performance of the Services to be proprietary and confidential. Teaming Partner shall not publish or disclose proprietary and confidential information for any purpose other than the performance of the Services without the prior written authorization of Prime. Such information and materials may include, but are not limited to, the discovery, invention, research, improvement, or implementation of products or services, or sales, costs, profits, pricing methods, organization, employee lists, software diagnostic techniques, customer lists, or processes ("Information"). Teaming Partner agrees to hold all Information it obtains in strictest confidence, not to reproduce any of the Information without consent, not to use such Information, other than for the performance of the Services, and to cause any of its employees or subcontractors to whom such Information is transmitted to be bound to the same obligation of confidentiality to which Teaming Partner is bound.

11.2 The preceding restriction shall not apply to information which is in the public domain, was previously known to Teaming Partner, was acquired by Teaming Partner from others who have no confidential relationship to Prime with respect to same, or which, through no fault of Teaming Partner, comes into the public domain. Teaming Partner shall resist any subpoena, court order, or legal process for any disclosure of such proprietary and confidential information.

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ARTICLE 12 - COMMUNICATIONS

Any communication required by this Agreement shall be made in writing to the address specified below:

Prime:

Allworld Program Management, LLC
60 North BB King
Memphis, TN 38013
Attn: Brent Hooks

Teaming Partner:

All Project communications shall be made through or with the prior written approval of the Prime. Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Prime and Teaming Partner.

ARTICLE 13 - DELAY IN PERFORMANCE

Neither Prime nor Teaming Partner shall be considered in default of this Agreement for delays in performance to the extent caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances are the same as set forth in the Prime Agreement.

Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party, describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 14 - WAIVER

A waiver by either Prime or Teaming Partner of any breach of this Agreement shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 15 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. Prime and Teaming Partner further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

Sample Contract

ARTICLE 16 - INTEGRATION

This Agreement including without limitation its attachments and its Task Orders represents the entire and integrated agreement between the Prime and Teaming Partner. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be amended only by a written instrument signed by both the Prime and Teaming Partner.

ARTICLE 17 - SUBCONTRACTING

Teaming Partner shall not employ independent Teaming Partners, associates, or subcontractors to assist in the performance of Teaming Partner's Services without the prior written consent of Prime. Any such purported subcontract without Prime's prior written consent shall be null and void and Prime shall have no obligation to pay for such Services, nor shall Teaming Partner be relieved of performing such Services at its sole cost.

ARTICLE 18 - GOVERNING LAW

Except for claims related to this Agreement that are subject to dispute resolution under the Prime Agreement between Owner and Prime, which shall be governed by the Governing Law of the Prime Agreement, this Agreement shall be governed by the laws of the state of Tennessee without giving effect to the principles thereof which would result in the application of the law of another jurisdiction as governing law.

ARTICLE 19 - SUCCESSORS AND ASSIGNS

Prime and Teaming Partner each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all provisions of this Agreement.

ARTICLE 20 - ASSIGNMENTS

Teaming Partner shall not assign any rights or duties under this Agreement without the prior written consent of Prime. Any such purported assignment without Prime's prior written consent shall be null and void. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the Teaming Partner from any obligation under this Agreement.

ARTICLE 21-THIRD PARTY RIGHTS

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than Owner, Prime, and Teaming Partner.

ARTICLE 22 - SAFETY

22.1 Teaming Partner shall be solely and exclusively responsible for its compliance, and compliance by its agents, employees, and subcontractors, with all safety requirements of Prime and Owner.

22.2 The possession, use, manufacture, distribution or dispensation of any illegal drug or controlled

Sample Contract

substance is prohibited on Prime's or Owner's property. In addition, Teaming Partner's personnel working on Prime's or Owner's property shall report to work in proper condition and not under the influence of alcohol or any controlled substance.

22.3 The Teaming Partner agrees that for any work performed at or on the property of Prime or Owner, it shall furnish only those personnel who understand the requirements of this Article and who will comply.

22.4 Violation of this Article shall be a material breach of this Agreement and subject the Teaming Partner to termination for default, as well as all other remedies available at law or equity.

22.5 Teaming Partner agrees to conduct its operations so as to provide maximum safety and shall, while on Prime's or Owner's premises, at a minimum, comply with the safety programs and regulations of Prime and/or Owner, if any.

22.6 Teaming Partner shall, while on Prime's or Owner's premises, at its own expense, comply with and shall cooperate in enforcing Prime's and Owner's site procedures and regulations, including, if applicable, the Jobsite drug detection and prevention program.

22.7 Teaming Partner shall have full responsibility for the conduct of all its agents, employees, and Subcontractors, and shall employ and cause to be employed, and shall retain and permit to be retained in employment, only such agents, employees, and Subcontractors as will be orderly and will in all respects cooperate and work in harmony with other employees while on Prime's or Owner's premises. Teaming Partner, at no additional cost to Prime, shall immediately remove or cause to be removed from Prime's or Owner's premises, whenever requested to do so by Prime or Owner, any representative considered by Prime or Owner to be incompetent or unfit, and such person shall not again be employed at the location, and shall replace any incapacitated representative unable to provide services. No representative shall be removed or replaced by Teaming Partner without prior written consent of Prime.

22.8 If Work is performed on Prime's or Owner's premises, Teaming Partner shall provide at all times during the course of such Work, a qualified, competent, and responsible representative, fluent in the English language.

22.9 Teaming Partner shall be solely and exclusively responsible for compliance with all safety requirements and for the safety of all persons and property. Teaming Partner shall comply, and shall secure compliance by its agents, employees, and Subcontractors, with all applicable health and safety laws and regulations, including without limitation, Federal OSHA and equivalent OSHA state regulations, City and County ordinances and codes, uniform fire codes, and DOT regulations.

22.10 When necessary, at least one person with each work crew shall be fluent in both English and the language of the work crew to facilitate the accurate and timely compliance with safety instructions.

Sample Contract

ARTICLE 23 - DISPUTE RESOLUTION

23.1 The terms and conditions of this Agreement shall be construed in accordance with and governed by the laws of the State of Tennessee. All actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Agreement shall be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, without regard to conflicts of laws principles. In accordance herewith, the parties to this Agreement submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

Prime. Each party irrevocably submits to the jurisdiction of such Court and waives any and all objections to such venue. To the extent Prime or Teaming Partner prevails against the other party on such claim, reasonable dispute resolution costs including attorney fees shall be recoverable from the losing party.

23.2 The initiation of claim and dispute resolution under the Prime Contract shall stay dispute resolution under this Agreement on any claim or issue related to the dispute under the Prime Contract. Teaming Partner shall be bound by all decisions, interpretations, findings of fact or law, whether express, implied, interim, or final (herein "Decisions") arising out of the claim and dispute resolution process set forth in the Prime Contract to the extent: (1) such Decisions relate to or affect the work or services subcontracted to Teaming Partner; or (2) any claim by Owner against Prime involves the performance of Teaming Partner; or (3) any claim of Teaming Partner gives rise to a claim by Prime against Owner.

23.3 To the extent Teaming Partner will be bound as set forth in paragraph 23.2, Prime consents to Teaming Partner's participation in such claim and dispute resolution process. Teaming Partner and Prime shall each bear the costs associated with its own claims and shall give the other company reasonable assistance to the extent their claims are not in conflict. Teaming Partner may request Prime to appeal any Decision pursuant to the dispute resolution procedure of the Prime Contract to the extent Teaming Partner is bound by the Decision.

23.4 Pending resolution of any claim or dispute, Teaming Partner shall continue to perform as directed by Prime without prejudice to Teaming Partner's rights.

ARTICLE 24 - NOTICE OF AFFIRMATIVE ACTION

Teaming Partner shall not discriminate in recruitment or employment conditions because of race, religion, color, sex, national origin, veteran status, or other status as defined by all applicable federal, state and local laws, regulations and orders, including but not limited to, Executive Order 11246, 41 CFR 60-250.4, 41 CFR 60-741.4(F) and 41 CFR 60-1.4(a), all of which are hereby incorporated by reference.

Teaming Partner IN WITNESS WHERE OF, Prime and Teaming Partner have executed this Agreement as of the date first written above.

Sample Contract

Allworld Project Management, LLC.

By: _____

By: _____

By: _____
(Name Printed)

By: _____
(Name Printed)

Title: _____

Title: _____

Date: _____

Date: _____

Sample Contract

ATTACHMENT A SCOPE OF SERVICES

Owner: City of Memphis, Tennessee
Prime: Allworld Project Management, LLC.
Teaming Partner: _____
Project: Stormwater Program Management Services

I. PROJECT DESCRIPTION

This Project consists of consulting to assist with program management and administration associated with Storm Water Program Management Services for the City of Memphis, Tennessee.

- A. Teaming Partner shall provide program management, services to assist with program administration and management as directed by Prime pursuant to each Task Order. Teaming Partner-provided personnel supporting the program, functional roles and responsibilities, and anticipated level of effort, will be mutually agreed-upon and approved by the Prime prior to Teaming Partner providing any Services. Prime may at its discretion modify terms of the engagement as the Stormwater Program Management Services is implemented. Any such modification shall be in writing and provide Teaming Partner 30-day's notice of such change.
- B. Responsibilities of Teaming Partner shall include all items, equipment, training, safety protocol, etc. required for the safety and welfare of its employees while performing the Services. Teaming Partner shall comply with any Safety programs or procedures required by Owner, Prime, Program Manager or Owner's other contractors while on site.
- C. From time to time, Prime may issue additional Task Orders to Teaming Partner to expand or modify Teaming Partner's Scope of Work.

II. BASIC SERVICES

Allworld Project Management, LLC. has entered into a written agreement with the City of Memphis, Tennessee to provide engineering, program management services, associated with the implementation of Storm Water Program Management Services (Prime Agreement). The Teaming Partner will be tasked to perform services generally described as Program Management Services, in support of the Scope of Services included in the Prime Agreement, attached as Attachment D, including without limitation the Scope of Services set forth in Teaming Partner will provide personnel in support of the program and construction management activities. Personnel provided, and the level of effort committed in providing the Services for the Project will be mutually agreed upon and will be subject to revisions as the Project progresses. Prime will provide direction on a monthly basis regarding the type and level of support required from the Teaming Partner. When requesting additional staff not previously committed to providing Services, Prime will provide Teaming Partner up to 30-days to identify mutually agreeable staff to perform the Services, what their anticipated role will be, where the Services will be performed, and the level of effort expected.

The Teaming Partner's Services shall be performed within the period of performance identified in the respective Task Order and may be further defined by the program schedule contained in the Prime Agreement.

END OF ATTACHMENT A

Sample Contract

ATTACHMENT B COMPENSATION

Owner: City of Memphis, Tennessee
Prime: Allworld Project Management, LLC.
Teaming Partner: _____
Project: Stormwater Program Management Services

For the services covered by this Agreement, the Prime agrees to pay the Teaming Partner as follows as set forth below in accordance with this Attachment B, the Agreement and the respective Task Order:

I. COMPENSATION

- A. It is understood and agreed that the maximum amount to be paid Teaming Partner for the entire aggregate Scope of Services defined in Attachment A for the entire Term of the Agreement, including without limitation all Task Orders entered into at any time during or prior to the expiration of the Term of the Agreement (whether the time for or the actual performance of such Task Orders extends beyond the Term of the Agreement) shall not exceed the total sum of \$450,000. Notwithstanding the foregoing sentence, Prime makes no commitments hereunder to issue Task Orders totaling this amount. Teaming Partner shall be paid in accordance with Article 3 of the Agreement.
- B. Prime shall compensate Teaming Partner for labor hours spent working directly on this Project in accordance with the Teaming Partner's billing rates as provided in Table 1.

Actual direct expenses incurred by Teaming Partner directly related to Teaming Partner's performance under this Agreement shall be paid for at cost with no mark-up, consisting of the following:

- Travel, subsistence and incidental costs for non-Memphis based personnel in accordance with the latest City Travel Policy;
 - Use of motor vehicles on a monthly rental basis for vehicles assigned to the project.
 - Use of vehicles on a mileage basis or rental cost basis for vehicles used for short periods. Mileage basis shall be in accordance with the latest CITY Travel Policy approved rate per mile.
 - Reproduction costs for reports, drawings, specifications, and other documents required as deliverables to CITY, contractors, or other agencies that are not reproduced in-house.
 - Rental charges for use of equipment, at customary rates.
- C. Sub-Teaming Partners are not to be used without prior written approval. Sub-Teaming Partners shall be paid at invoiced cost with no mark-up. Hourly Billing Rates set forth in Table 1 below are set for the entire Term of this Agreement and apply to all labor for all Task Orders issued during and prior to the expiration of the Term of this Agreement regardless of when such labor costs shall be incurred, even if after the expiration of the Term of this Agreement.

Sample Contract

Table 2

Teaming Partner Invoice Example

Sample Contract

GENERAL INFORMATION AND REQUIREMENTS

- A. The Prime's project name, project number, and project phase number shall appear on all Teaming Partner monthly invoices as follows:

AWPM Project Name: Stormwater Program Management Services

AWPM Project No.: 1704804

The following information is required on every invoice submitted. Invoices that do not contain this information will be returned unpaid.

Billing Summary

Total to Date	\$
% Complete of Task Order	%
Previously Invoiced	\$
Current Invoice Due	\$
Bal. of Task Orders	\$

Invoices shall be submitted by hardcopy to the address below or electronically to the email address listed. Invoices not directed to one of these locations will be returned unpaid.

Regular Mail:

Allworld Project Management, LLC.
60 North BB King
Memphis, TN 38103
Attn: Kimbra Bernard

FedEx or Overnight Service:

Allworld Project Management, LLC.
60 North BB King
Memphis, TN 38103
Attn: Kimbra Bernard

Email: kbernard@allworldmail.com

END OF ATTACHMENT B

Sample Contract

ATTACHMENT C TASK ORDER TEMPLATE

Pursuant to the terms and conditions of the Sub-Teaming Partner Agreement between the Allworld Project Management, LLC and _____, for Program Management Services related to the development and implementation of the City of Memphis Stormwater Management Program executed and made effective as of the ____ day of _____, 2020, by and between Allworld Project Management, LLC ("PRIME") and _____. ("TEAMING PARTNER"), PRIME and TEAMING PARTNER hereby agree to the following:

A: Services or Work:

B: Subcontractors:

C: Commencement Date:

D: Estimated Completion Date:

E: Estimated Cost:

F: Compensation:

TEAMING PARTNER shall be paid on the following basis: Time and Material

G. Additional Provisions applicable to this Task Order:

H. Billing:

Commencing by the 5th day of each calendar month following execution of this Agreement, and monthly thereafter unless agreed more frequently, TEAMING PARTNER shall furnish PRIME with an invoice in accordance with the Compensation as set forth above incurred during the previous month under this Agreement.

Payments of invoices will be made within fifteen (15) days after the Prime has been paid by the Owner.

This Task Order and the above-referenced Agreement constitute the complete understanding of the parties with respect to the Services and Work specified herein. Terms and conditions contained in purchase orders, work orders, or other documents issued by PRIME with respect to the Services and/or Work shall be of no force and effect.

IN WITNESS WHEREOF, the parties have executed this Task Order effective upon the date of the execution of the last party to execute as indicated below.

Sample Contract

(PRIME)

(TEAMING PARTNER)

By: _____

By: _____

By: _____
(Name Printed)

By: _____
(Name Printed)

Title: _____

Title: _____

Date: _____

Date: _____

END OF ATTACHMENT C

Remainder of Page Left Intentionally Blank

Sample Contract

**ATTACHMENT D
PRIME AGREEMENT**