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LAKE LANIER ISLANDS  
DEVELOPMENT AUTHORITY®

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## **Lake Lanier Islands Development Authority**

**Request for Qualifications  
No. LLIDA-2024-121**

**To Provide**

***Professional Architectural / Engineering  
Mobility & Disability-Related Consulting Services to  
Prepare a Self-Evaluation and Transition Plan***

**for the**

**Lake Lanier Islands Development Authority**

**REQUEST FOR QUALIFICATIONS**  
**Task Order Architectural and Engineering Services**  
**RFQ No. LLIDA-2024-121**

The Lake Lanier Islands Development Authority (“LLIDA” or “Authority”) is soliciting statements of qualifications from firms interested in providing Professional Architectural and Engineering Services to assist LLIDA in updating its Self-Evaluation and Transition Plan with regard to Title II compliance of the Americans with Disabilities Act as it applies to existing buildings, facilities, programs and services in order to provide the public appropriate access to facilities and programs of the Authority. This Request for Qualifications (RFQ) seeks to identify potential providers of the above-mentioned services. Some firms that respond to this RFQ, and who are determined by LLIDA to be sufficiently qualified, may be deemed eligible, and may be invited, to interview and offer proposals 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. LLIDA reserves the right to reject any or all statements of qualifications or proposals, and to waive technicalities and informalities at the discretion of LLIDA.

**1. GENERAL PROJECT INFORMATION**

LLIDA was created in 1962 as a state agency by an Act of the Georgia General Assembly. The Authority was established with the express purpose to "plan, develop, and operate four islands in the southern portion of Lake Sidney Lanier for resort and recreation purposes and to enhance the tourism potential of North Georgia". Since then, projects have included Pinelsle Resort, the beach (and expansions of the beach), the bridge at the entrance of the Islands, various additions to the waterpark (now The Waterpark, Margaritaville at Lanier Islands), the current Legacy Lodge (previously Emerald Pointe), the golf courses and stables, among others. The Authority's area of responsibility is 1,041 acres with various buildings.

For a while, LLIDA operated by leasing out amenities to be run by concessionaires, such as the cottages and Pinelsle. By the 1980s, all operations were turned back over to the Authority to run and in the mid-1990s LLIDA signed an agreement with KSL Lake Lanier, Inc. to privatize Lake Lanier Islands, which to this day is still in place under new management by Lake Lanier Islands Management Company, LLC. The current mission of LLIDA is to provide administrative oversight responsibility and support with respect to its long-term lease agreement with Lake Lanier Islands Management Company, LLC, a private sector entity, with a goal of becoming one of the South's most beloved year-round destinations.

Consistent with its role, LLIDA coordinates (either directly or in coordination with its sublessee) design, construction, and maintenance of a comprehensive system of pedestrian-oriented infrastructure improvements across the property (indoors and outdoors) including, but not limited to, building access points, elevators, restrooms, ramps, parking lots, sidewalks, multiuse paths, signs, curb ramps, cross walks, etc. as well as programs, meetings, and services of the Authority. Sublessee has contractual responsibilities to ensure building code compliance is achieved with renovation and new construction. LLIDA believes there are occasions where it would be best served by having one professional service firm with knowledge and expertise in this field to assist LLIDA in developing the LLIDA Self-Evaluation and Transition Plan (ADA Transition Plan), including cost estimates of implementation needed to address current public accessibility/mobility issues. LLIDA will decide all matters of prioritization in such Transition Plan after consideration of public safety, level of compliance deficiency, participation and input by its Lessees, any public input, and available funding. This approach may also assist the Authority to identify and contract with one or more professional service firms with knowledge and experience to perform design and construction services needed to implement the 2024 LLIDA ADA Transition under a Task Order Contract or similar arrangement to provide design related services on an ongoing, as needed, basis.

Therefore, LLIDA is seeking the professional services of an Architectural and/or Civil Engineering firm or firms, (“Firm”), to assist with performing a self-assessment to update LLIDA's ADA Transition Plan, estimate costs, prioritize projects, and develop a multi-year capital improvement program. The design professional services on any given project may include, but not necessarily be limited to, some or all of the following:

**Self-Assessment** – Evaluate presence or absence, and current condition of compliance of appropriate pedestrian improvements at all buildings (inside and site-related), improvements along roadways and multi-use paths/trails for both physical barriers and programmatic barriers. This work may review and build upon prior self-

assessment and transition plan efforts but shall be substantially independent and comprehensive. The self-assessment shall serve as the basis for development of an action plan and grievance policy.

**Development of ADA Transition Plan** – This Plan is to be a prioritized list of tasks. Each task shall have an estimated cost to complete needed work based on current construction standards. This list shall align with and be a direct response to issues identified in the organization’s self-evaluation referenced above. The goal of each corresponding task is to bring the identified issue into compliance with the applicable standards of the Georgia Accessibility Code (O.C.G.A. §120-3-20), the 2010 ADA Standards for Accessible Design (rev. 2016), American Building and Public Rights of Way Accessibility Guidelines.

**Cost Estimating for Budget** – The Design Professional shall provide assistance with the development of costs estimates for mobility enhancement improvements. Cost estimating services could include, but not be limited to, construction cost estimating for the purposes of planning, budgeting, and/or the bidding of construction projects.

**Pre-design Services** - The Authority may find it beneficial to utilize outside pre-design services on an as-needed basis. Typical pre-design services may include, but not be limited to, programming, site analysis, land surveying, and other studies to develop essential information that could include cost estimates to support and advance the decision-making process prior to the design and implementation phases of an activity.

**Design Services** – The need for design services will vary based on the location and nature of the issue. Design services on any given project may include, but not be limited to, land and topographic surveying, fixed or mobile LiDAR scanning, detailed field measurements, architectural or civil engineering design.

**Design Review** - Design review services on any given project could be needed at various phases of the transition plan development or completion and may include, but not necessarily be limited to, review of architectural drawings and specifications prepared by others for constructability and code compliance. The services may require the review of architectural or civil engineering drawings and specifications for interdisciplinary coordination with mechanical, electrical, or structural plans or work by other disciplines.

**Construction Administration** – The Design Professional could be requested to provide periodic field reviews of work performed by selected contractors in advance of pay requests and to confirm conformance of constructed improvements with design and related standards.

**Professional Support Services** - LLIDA may find it beneficial to utilize various Professional Support Services on an as needed basis. These support services could include, but not be limited to, existing facilities analysis, developing scopes of work, developing schedules, and selection of contractors. Additionally, support services could include program analysis, building analysis claims review and claims avoidance, as well as procedure review, evaluation or preparation. Field inspections and report development documenting data and providing recommendations are required.

The descriptions of design professional services within the categories above are intended to provide a general overview of the nature of most commonly needed. While the actual services being sought by LLIDA may include some or all the services reflected above, potentially services to be provided in any given category may vary and may not be limited to only those described above. The Authority intends to enter into a Task Order contract with one or more Architectural / Civil Engineering firm(s).

## **CONTRACT INFORMATION**

The successful Design Professional(s) may be offered a zero-dollar Task Order Design Services Contract for design related services, which may be valid for a term of one (1) year with two (2) - one (1) year options to renew the agreement. The Task Order Design Services Contract shall be between the Authority and the Design Professional Firm. *(See Exhibit “D” of RFQ for an example of how the Task Order Contract may be structured. The actual Task Order Agreement issued to the selected firm may contain additional terms and conditions.)* The Task Order Design Contract shall maintain the Design Professional’s (“DP”) eligibility for requested services. However, no actual work may be contracted between the DP and LLIDA unless a project-specific “Assignment Order” is issued by LLIDA and mutually agreed to and executed by both parties to the agreement *(See Exhibit “E” of RFQ)*. A fee proposal with estimated hours and hourly rates from the Design Professional will be requested by LLIDA prior to assigning the task and will serve as the basis to provide services of limited scope. It is envisioned the Design Professional’s compensation for any given project would likely be based on unit pricing,

hourly rates, lump sum, or some combination thereof and will likely be negotiated on a project-specific basis. Once a mutually acceptable Assignment Order is agreed to between LLIDA and the DP, the DP is responsible for completion of all services as set forth in the Assignment Order with adherence to price, schedule, deliverables, and all other terms and conditions. When applicable, the DP may hold appropriate consultant contracts as needed. The DP shall retain all responsibilities for design related services consistent with industry standards.

**2. DESIGN PROFESSIONAL REQUIREMENTS**

LLIDA is seeking the services of a professional services architectural or civil engineering firm (the “Design Professional”) to assist with developing and implementing LLIDA’s ADA Self Assessment and Transition Plan. The Design Professional will provide the complete ADA Transition Plan. In addition, the Design Professional will provide situation analysis and analysis of physical and programmatic barriers. The successful Design Professional will be expected to contract with LLIDA in a timely manner. The offering firm shall be the primary contracting firm as the individual firm held responsible for fulfilling all contractual obligations. The primary contracting firm shall perform a minimum of 50% of the architectural or civil engineering design services (exclusive of specialty consultants) in-house. An associated firm (if necessary) may provide up to 50% of the architectural design services for a civil engineering firm or 50% of the civil engineering design services for an architectural firm, allowing two or more firms to share in the design effort on an equal basis. LLIDA does not intend to enter into “joint-venture” agreements with multiple design professional firms. In the event that two or more firms desire to joint-venture, one firm shall act as the primary firm. It is strongly recommended that one firm act as the official primary design professional firm with the remaining firm(s) serving as consultants to the primary. The resulting Projects will be constructed by one or more general contractor(s) to be selected and contracted with separately by LLIDA. It is expected the design professional will work closely with the selected contractor and any other consultants engaged by LLIDA and in the best interest of LLIDA and the project.

**3. SCHEDULE OF EVENTS**

The following Schedule of Events represents LLIDA best estimate of the schedule that will be followed. All times indicated are Eastern. LLIDA reserves the right to adjust the schedule as LLIDA deems necessary.

Estimated Schedule of Events	Projected Date	Projected Time
a. LLIDA issues public advertisement of RFQ	On or Before 1/3/2025	
b. Deadline for submission of written questions/requests for clarification ( <i>see section 7</i> )	1/10/2025	2:00 PM
c. Responses to questions posted	1/17/2025	2:00 PM
d. Deadline for submission of Statements of Qualifications ( <i>see sections 5, 8</i> )	1/31/2025	2:00 PM
e. LLIDA completes evaluation, posts results, and issues Notification to Finalist Firms	2/21/2025	
f. Anticipated contract commencement	TBA	TBA

**4. SELECTION PROCESS**

Selection of the Design Professional will generally follow the requirements of Georgia Code Title 50 Chapter 22. A selection of finalists firms will be made by a Selection Committee consisting of representatives of the Authority, and possibly other representatives designated by LLIDA. The Selection Committee will receive and evaluate the Statements of Qualifications submitted in response to this Request for Qualifications (RFQ), using the following criteria:

*25% Factor:* Stability - Firm’s stability, including the firm’s corporate history, growth, resources, form of ownership, litigation history, financial information, and other evidence of stability.

*45% Factor:* Qualifications, Reputation and Experience - Firm's relevant qualification, reputation and experience, including the demonstrated ability of firm in effectively providing ADA program level self assessment and transition plan development for buildings, sites and sidewalks, etc., pre-design, design, design review, construction contraction administration, cost estimating, commissioning and LEED support for pedestrian accessibility and mobility projects, and other professional support services being provided at various stages of projects for a wide range of facilities with varying degrees of complexity, size, and function. Experience with owners such as the State of Georgia and/or other similar organizations. This includes relevant experience and qualifications of the principal Design Professional(s) and lead staff, and evidence of relevant competencies for projects including the level of and ability to provide these services in-house or through the use of consultants.

*30% Factor:* Suitability - Firm's apparent suitability to provide the required professional services for projects, including but not limited to, the firm's apparent fit to the project types and/or needs of LLIDA, any special or unique qualifications for the projects, current and projected workloads, the location of the office(s). The firm's non-discrimination policies, any affirmative action policies and or stated efforts for W/MBE inclusion will be a part of this evaluation, as will experience and proficiency with design of public areas and buildings with regard to the areas of public safety and health, accessibility for persons with disabilities and special needs, and environmental concerns.

### **Interview**

The Selection Committee may or may not determine an interview of the highest ranking firms to required to make a recommendation. If so, a Finalist Notification will be sent to the firms to be interviewed and shall include details informing firms of the place and time for the interview sessions. Detailed interview instructions and requirements of the finalists will be provided in the Finalist Notification. All members of the Selection Committee will be present during all of the presentations and interviews. Firms shall not address any questions, prior to the interview, to anyone other than designated contact.

### **Selection**

Upon completion of the evaluation and interview (if required) process by the Selection Committee, the firms will be ranked in descending order of recommendation. The highest ranked firm or firms will be offered a zero dollar task order contract to provide the services stated herein, on an as-needed basis. The actual Form of Contract shall be developed by LLIDA but a sample is provided as Exhibit D.

## **5. INSTRUCTIONS FOR PREPARING STATEMENTS OF QUALIFICATIONS**

Interested firms shall submit/upload one (1) electronic copy in .pdf format of the complete qualifications package to a LLIDA ftp site. Submittals must be prepared in a manner that when printed would typically fit on standard (8 ½" x 11") paper. Responses are limited to using a minimum of an 11-point font. **Total page count of the submittal must not exceed 40 pages.** Submittals that include qualifications of more than one firm shall not exceed the page limit. Emphasis should be on completeness, relevance, and clarity of content; promotional materials are not desired or encouraged. To expedite the review of submittals, it is essential that respondents follow the format and instructions outlined below.

### **B. Description and Resources of Firm**

- A1- Provide basic company information: Company name, address, name of primary contact, telephone number, fax number, E-mail address, and company website (if available). If the firm has multiple offices, the qualification statement shall include information about the parent company and branch office(s) separately. 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 (LLC), or other structure?
- A2- Briefly describe the history and growth of your firm(s). Provide general information about the firm's personnel resources, including disciplines and numbers of employees and locations and staffing of offices.
- A3- Has the firm been involved in any litigation in the past five (5) years? Describe your experience with litigation with Owners and/or Contractors. List any active or pending litigation and explain.
- A4- Provide name of insurance carrier, types and levels of coverage, and deductible amounts per claim.

- A5- List the firm's annual revenue for each of the past five (5) years.
- A6- Supply financial references and main banking references.
- A7- Has the firm ever been removed from a design services contract or failed to complete a contract as assigned?
- A8- Complete the Certification Form (*exhibit "A" enclosed with RFQ*), and provide a notarized original with response as section "A8" of the firm's Statement of Qualifications.
- A9- Complete and submit the "CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)" (Exhibit "B") with response as Section "A9" of the firm's Statement of Qualifications. **Failure to submit this form with Statement of Qualifications will result in the firm being eliminated from consideration for this project.**
- A10- Complete and submit the "Disclosure Statement" (Exhibit "C") with response as Section "A10" of the firm's Statement of Qualifications.

**C. Experience and Qualifications**

- B1- Provide professional qualifications and description of the level of experience for principal Architect and/or Engineer personnel. (At this stage, firms are asked for information on lead staff only, but may list qualifications and experience of more than one lead individual who is qualified and available for any proposed project. If the firm is selected as a finalist, LLIDA will request detailed information on expanded team members and their relevant experience.)
- B2- Provide information on the firm's experience in effectively providing ADA program level self assessment and transition plan development for buildings, sites and sidewalks, etc., pre-design, design, design review, construction contract administration, cost estimating, commissioning and LEED support, and other professional support services for a wide range of facilities and projects with varying degrees of complexity, size, and function. Describe no more than ten (10) and no less than five (5) projects, in order of most relevant to least relevant, which demonstrate the firm's capabilities to perform the services at hand. For each project, the following information should be provided:
  - a. Project name, location and dates during which services were performed.
  - b. Project delivery method (e.g. construction manager at risk, design-build, or design-bid-build).
  - c. Brief description of project and physical description.
  - d. Services performed by your firm.
  - e. Owner's stated satisfaction in design and service of your firm.
  - f. Owner's current contact information.
  - g. Contractor's current contact information.

**D. Statement of Suitability**

- D1- Provide evidence of experience and proficiency with design of public areas and buildings with regard to the areas of public safety, accessibility for persons with disabilities and special needs, and environmental concerns.
- D2- Provide any information that may serve to differentiate the firm from other firms in suitability for these services. Provide evidence of the firm's fit for the services and/or needs of LLIDA, any special or unique qualifications. Provide current and projected workloads, office location(s), and any services offered by the firm that may be particularly suitable for these services.
- D3- Provide W/MBE status, and any non-discrimination and affirmative action policies of the firm.

**6. SUBMITTAL OF QUESTIONS AND REQUESTS FOR CLARIFICATION**

It is the responsibility of each respondent to examine the entire RFQ, seek clarification in writing, and review its submittal for accuracy before submitting the document. Questions about any aspect of the RFQ or the services shall be submitted in writing (e-mail is preferable) to:

**Charles Burton, Executive Director**  
**E-mail: [cburton@llida.ga.gov](mailto:cburton@llida.ga.gov)**

The deadline for submission of questions relative to the RFQ is the time and date shown in the Schedule of Events (Section 3). All relevant questions and requests for clarification received by LLIDA and the corresponding

responses will be posted on the Georgia Procurement Registry. Once the submission deadline has passed, all qualification submissions will be final. LLIDA will not request clarification from individual respondents relative to their submission, but reserves the right to ask for additional information from all parties who have submitted qualifications.

## 7. SUBMITTAL OF STATEMENTS OF QUALIFICATIONS

The following items are to be submitted:

- One (1) unbound clearly marked "Original," of the bid documents,
- Four (4) bound copies identical to the original bid documents,
- One (1) digital copy in PDF format on a USB flash drive identical to the original bid documents. The USB flash drive should be labeled with the Bid number and bidder's name.

Statements of Qualifications should be mailed or delivered to the address below:

**Lake Lanier Islands Development Authority**  
**3280 McEver Rd, Ste 106**  
**Buford, GA 30518**  
**RFQ No. LLIDA-2024- 121**

**TOTAL PAGE COUNT OF THE SUBMITTAL MUST NOT EXCEED 40 PAGES.**

**ALL PAGES COUNT REGARDLESS OF CONTENT.**

**QUALIFICATION SUBMITTALS THAT EXCEED THE PAGE LIMIT WILL BE DEEMED NON-RESPONSIVE AND WILL NOT BE CONSIDERED BY THE SELECTION COMMITTEE.**

**Proposers are further reminded to include a completed CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1) with the Statement of Qualifications. (See Exhibit B) FAILURE TO PROVIDE THIS AFFIDAVIT WILL RESULT IN REJECTION OF PROPOSAL.**

Statements of Qualifications must be electronically received by LLIDA prior to the deadline indicated in the Schedule of Events (Section 3 of RFQ). A list of firms submitting responsive Statements of Qualifications will be published on the Georgia Procurement Registry site within two (2) business days of the deadline for receipt. Firms are encouraged to verify with LLIDA that their submittal was received and should do so on the date they are due. Contact Charles Burton, Phone: 770-932-6608, email cburton@llida.ga.gov for assistance or confirmation that the file was received.

## 8. ADDITIONAL TERMS AND CONDITIONS

### **Restriction of Communication**

From the issue date of this RFQ solicitation until a successful proposer(s) is/are selected and the selection is announced, proposers are not allowed to communicate about this solicitation for any reason with any members of the Selection Committee, or Using Agency (LLIDA), except for submission of questions as instructed in the RFQ, or during the proposer's conference (if applicable), or as provided by any existing work agreement(s). For violation of this provision, LLIDA reserves the right to reject the proposal of the offending proposer.

### **Submittal Costs and Confidentiality**

All expenses for preparing and submitting responses are the sole cost of the party submitting the response. LLIDA is not obligated to any party to reimburse such expenses. All submittals upon receipt become the property of LLIDA. 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.

### **Award Conditions**

This request is not an offer to contract or a solicitation of bids. This request and any statement of qualifications or proposal submitted in response, regardless of whether the proposal is determined to be the best proposal, is not binding upon LLIDA and does not obligate LLIDA to procure or contract for any services. Neither LLIDA nor any party 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 LLIDA and a party containing such terms and conditions as are negotiated between those parties. LLIDA reserves the right to waive non-compliance with any requirements of this Request for Proposal and to reject any or all proposals submitted in response. Upon receipt and review of responses, LLIDA will determine the party(s) and proposal that in the sole judgment of LLIDA is in the best interest of LLIDA (if any is so determined), with respect to the evaluation criteria stated herein. LLIDA then intends to conduct negotiations with such party(s) to determine if a mutually acceptable contract may be reached.

### **Reciprocal Preference**

For the purposes of evaluation only, a proposer that resides in the State of Georgia will be granted the same preference over proposers that reside in another State in the same manner, on the same basis, and to the same extent that preference is granted in awarding bids for the same goods or services by such other State to proposers that reside therein. The definition of a resident proposer is one who maintains a place of business with at least one employee inside the State of Georgia. A P.O. Box address will not satisfy this requirement.

### **Joint-Venture Proposals**

LLIDA 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 contracted lead firm with the remaining firms participating as major consultants to the lead firm.

### **Small and Minority Business Enterprise**

It is the policy of the State that small businesses, female-owned businesses and minority businesses have a fair and equal opportunity to participate in the State purchasing process. Therefore, LLIDA encourages all small businesses, female-owned businesses and minority-owned businesses to compete for contracts to provide goods, services, and construction, and encourages contractors to solicit female-owned businesses and minority-owned businesses in procuring subcontractors and suppliers. This desire on the part of LLIDA is not intended to restrict or limit competitive bidding or to increase the cost of the work. LLIDA supports a healthy free market system that seeks to include responsible businesses and provides ample opportunity for business growth and development. Contractors and subcontractors who utilize qualified minority subcontractors may qualify for a state income tax credits for qualified payments made to minority subcontractors. See Official Code of Annotated (O.C.G.A.) O.C.G.A. Section 48-7-38. For more information, please contact:

The Governor's Entrepreneur and Small Business Office  
75 Fifth Street, Suite 825  
Atlanta, Georgia 30308  
Phone: 404.962.4071

<http://www.georgia.org/Business/SmallBusiness/>

### **Statement of Agreement**

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

(Exhibit A)  
**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.

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

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five 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.

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer or any principal employee of the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract, and further, that the proposer is not now under any notice of intent to default on any such contract or have been terminated for cause on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that LLIDA and/or LLIDA may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that LLIDA 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 LLIDA 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 of 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.*

\_\_\_\_\_  
Signature

Sworn and subscribed before me

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
NOTARY SEAL

My Commission Expires: \_\_\_\_\_

Exhibit B

**CONTRACTOR\* AFFIDAVIT UNDER O.C.G.A. § 13-10-91(b)(1)**  
*(FAILURE TO SUBMIT THIS FORM WILL RESULT IN THE REJECTION OF QUALIFICATIONS SUBMITTAL)*

Project No. and Name: \_\_\_\_\_

Contractor\*: \_\_\_\_\_

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

\_\_\_\_\_ (This is NOT an FEI number)  
EEV / E-Verify™ Company Identification Number

\_\_\_\_\_  
Date of Authorization

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

Executed on \_\_\_\_\_, 20\_\_\_\_ in (City), (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE**

\_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

\*For the purposes of this affidavit only, anyone under contract with LLIDA (i.e. architects, engineers, consultants, (etc) is deemed a "contractor."

Exhibit C  
**DISCLOSURE STATEMENT**

All proposers should be aware that the project you are submitting a proposal on is a public project, and LLIDA (Lake Lanier Islands Development Authority) is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, LLIDA shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, you must include this Disclosure Statement with your submittal that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and the Using Agency (LLIDA), or the ultimate end-user of the proposed project.

Insert Response

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to the Using Agency (LLIDA), or the end-user of the proposed project within the prior one-year period.

Insert Response

3. A *conflict of interest* or *potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person’s relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with the Using Agency (LLIDA), or the end-user of this project.

Insert Response

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer’s Submittal as deliverable A10.

\_\_\_\_\_  
Name of Firm

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

**Exhibit D  
SPECIMEN TASK ORDER CONTRACT**

***(Contract is included to provide an example of how the Task Order Contract may be structured and is not intended to be construed as the actual Task Order Contract to be issued to the selected firm(s))***

STATE OF GEORGIA

TASK ORDER CONTRACT FOR  
DESIGN PROFESSIONAL SERVICES

**BY AND BETWEEN THE**

**LAKE LANIER ISLANDS DEVELOPMENT AUTHORITY  
AND**

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**CONTRACT #LLIDA-2024-121**

THIS AGREEMENT is made the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between the LAKE LANIER ISLANDS DEVELOPMENT AUTHORITY, an instrumentality of the State of Georgia, (hereinafter, called "LLIDA" )with a place of business at 3280 McEver Road, Suite 106, Buford, GA 30518, and \_\_\_\_\_ (hereinafter, the "Design Professional"), whose mailing address is \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, LLIDA has the authority to make contracts and to execute all instruments necessary or convenient, as well as the authority to employ such other experts, agents and employees as may be in LLIDA's judgment necessary to carry on properly the business of LLIDA; and

WHEREAS, LLIDA selected Design Professional pursuant to a competitive selection process;

WHEREAS, LLIDA may require certain Design Professional services;

WHEREAS, Design Professional possesses the skills and experience to provide such services;

Now, therefore, in consideration of the mutual benefits and promises flowing each to the other, LLIDA and Design Professional each agree as follows:

## **ARTICLE 1**

### **Services and Standards**

1.1 The Design Professional's Services. – The Design Professional shall provide, for designated construction projects administered by LLIDA, professional services and associated administrative services ("Services") as may be necessary for certain projects and as set forth by prospective mutual agreement of Design Professional and LLIDA. The Services shall be provided on a requirements basis, upon issuance by LLIDA of a specific Assignment Order to Design Professional in response to acceptable per-project proposal(s), contingent on approval of proposal(s) by LLIDA. An Assignment Order, in addition to authorizing the provision of Services relating to specific tasks under this Contract, shall also require the Design Professional's acquisition of specified insurance, issuance of the Certificate of Insurance, and other administrative undertakings as may be required by LLIDA. The Assignment Order shall, by enclosure, incorporate certain contractual conditions including, but not limited to, General Conditions for small construction projects, and any other special conditions as may be necessary for the project(s). Subsequent Assignment Orders may be issued on an "as required" basis for the term of this Contract for Services on additional projects. Portions of the Services may be performed by subconsultants, provided that LLIDA has approved the employment of each such subconsultant. The Design Professional remains fully responsible for all work performed by its subconsultants for LLIDA's projects under this Contract. The Design Professional shall promptly address all issues of subconsultant's non-performance, and if necessary, replace such non-performing subconsultants to the satisfaction of LLIDA.

1.2 Scope of the Design Professional's Responsibilities. – The Design Professional's responsibilities for the provision of the Services shall be defined by the Assignment Order, detailed by "exhibit" inclusion of an acceptable proposal of the Design Professional, with additional project requirements and conditions by LLIDA. Neither the Design Professional nor LLIDA shall be bound to the requirements of an Assignment Order unless mutually agreed and properly executed by both parties. The Design Professional's responsibilities include general design professional responsibilities in performance of services for the assigned Projects; close coordination with LLIDA concerning the progress and issues affecting the assigned Projects, and monitoring and supervising the activities of design professional's consultants and possible other consultants on behalf of LLIDA. The Design Professional will not prepare any design or engineering plans or specifications for LLIDA projects without authorization from LLIDA. The Design Professional will perform the Services for the benefit of LLIDA and the Using Agency (as appropriate).

1.3 **Standards.** – The Design Professional agrees that in performing this Contract, sound principles of design and design-related activities shall be utilized and not disregarded. The Design Professional shall provide Services conforming to the following standard:

The Design Professional, by the execution of this agreement, contracts that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by firms performing similar professional activities and services and further contracts that in the performance of the duties herein set forth it will exercise such degree of care, learning, skill, and ability as is ordinarily employed by firms under similar conditions and like circumstances and shall perform such duties without neglect.

1.4 Use of the Design Professional's Work Product, Confidentiality. – The Design Professional understands, acknowledges, and agrees that the work product from this Contract is to be performed for the benefit of LLIDA and the State of Georgia. No reports, information or other material given to or prepared by the Design Professional under this Contract shall be made available to any person not on the project team by the Design Professional without the prior written approval of LLIDA unless otherwise required by law.

1.5 **Ownership and Copyright.** – All work product, information data, or documents produced hereunder by the Design Professional and his consultants shall be deliverable to LLIDA, and title thereto shall vest in LLIDA regardless of the stage to which the work may have progressed. In addition, the Design Professional hereby expressly assigns, transfers and otherwise quitclaims to LLIDA, its heirs and assigns forever, all right, title and interest, including all copyrights and all termination/renewal rights in such copyrights and all causes of action accruing under such copyrights, in all studies, study calculations, drawings, specifications, other data, embodiments of such studies, documents or other works of authorship produced hereunder by the Contractor, his employees, and his consultants. The Design Professional further warrants that this transfer of copyrights and other rights is valid against the world. Finally, reproducible copies of all work products from this Contract shall be furnished to LLIDA without cost. The Design Professional may make and retain for its own use such additional copies as authorized by LLIDA.

1.6 **LLIDA Approvals.** – The Design Professional acknowledges and agrees that the approval or acceptance of work under this Contract by LLIDA is limited to the function of determining whether there has been compliance with instructions issued to the Design Professional regarding the Services. The Design Professional agrees that no approval of the Services or work product by any person, body, or agency shall relieve the Design Professional of the responsibility for the adequacy, fitness, suitability, and correctness of the Services in accordance with sound and accepted industry principles applicable to the Services. All Assignment Orders resulting from this Contract are subject to proper approval by LLIDA, which shall require the signature of the Director of LLIDA Construction Division or designee.

## **ARTICLE 2 Term and Compensation**

2.1 **Term.** – The Term of this Contract shall commence on the date set forth above and shall end on June 6<sup>th</sup>, 2025. Within 60 days preceding said date, or its subsequent anniversary the parties may, upon mutual written agreement, extend this contract for two additional one year terms. Any Assignment Orders issued prior to the final ending date shall be honored under this Contract and shall be completed in not later than 180 days after the ending date or by the date established in the Assignment Order for completion, if the established date for completion is later than 180 days after this Contract expiration.

2.2 **Time for Assignment Order Completion.** – The time for completion of an Assignment Order shall be set forth in the Assignment Order.

2.3 **Price.** – LLIDA shall pay the Design Professional mutually agreed upon unit pricing, hourly rates, a lump sum, or some combination thereof. Each Assignment Order shall set forth a maximum amount for such Assignment Order, which may be amended in writing by mutual agreement upon good cause for such amendment, or the Lump Sum, as applicable. LLIDA shall reserve the right to obtain independent verification of any propose Lump Sum price . LLIDA, in its sole discretion, will make final determination of the acceptability of price. All proposals submitted by the Design Professional in response to requests by LLIDA for prospective projects must include total a detailed scope of work, detailed fee proposal (including hourly rates), proposed project time of completion (in days), detailed project team information as prescribed by LLIDA, list of consultants, and any other relevant proposal information requested by LLIDA.

2.4 **Reimbursements.** – If reimbursable expenses are allowed for any reason and approved for a particular Assignment Order in advance in writing by LLIDA, such reimbursable expenses will be paid at actual cost.

2.5 **Payments.** – Payments shall be made as follows:

2.5.1 Invoices. – Compensation for services shall be based upon an invoice submitted to LLIDA for payment that corresponds to the percentage of completion of the Services. Invoices for fees for Services (and, if applicable, associated approved reimbursements) shall be submitted monthly to LLIDA for payment and shall show actual billable hours by category or by schedule of values, identified to each specific Assignment Order. Payments to Design Professional will normally be made within thirty (30) days of receipt by LLIDA of a complete and proper invoice.

2.5.2 Complete Services. – Final payment for Services on any specific Assignment Order shall not be due and payable until LLIDA has accepted and approved the Services for that Assignment Order as complete.

2.5.3 Prompt Payment to Consultants. – The Design Professional shall make payments to any approved consultants not more than fifteen (15) working days following receipt of payment from LLIDA. Invoices of the Design Professional for work subsequent to the first statement must contain a notice that "all Consultants have been paid in full to the extent that the Design Professional has been paid."

### ARTICLE 3

#### THE OWNER Representative, Assignment, Assignment Order Format

3.1 Representative. – LLIDA shall designate a representative authorized to act on behalf of LLIDA on each Assignment Order. Such representative shall review all Services provided under the Assignment Order and shall render prompt decisions pertaining to the Assignment Order to avoid unreasonable delay in the provision of the Services.

3.2 Assignment. – The Design Professional hereby agrees that LLIDA, if it wishes to do so, may assign this contract to another governmental entity, which will be subject to the exact requirements of LLIDA as described in this Contract. The Design Professional hereby agrees that it shall not assign, or transfer any interest or right in this Contract in whole or in part to any party.

3.3 **Form of Assignment Order.** – The form of Assignment Order for this Contract is set forth on Attachment "A" of this Contract.

### ARTICLE 4

#### Insurance and Indemnity

4.1 Liability Insurance. – Within ten days after issuance of Assignment Order No. 1 and during the entire period of the contract, the Design Professional shall maintain commercial general liability insurance applicable to the Services being performed. The Design Professional shall file with LLIDA a certificate of insurance from an insurance company rated at least "A –" by AM Best and licensed to do business in the State of Georgia showing evidence of such professional liability insurance coverage with limits of not less than \$1,000,000 per occurrence and commercial general liability insurance coverage with limits of not less than \$1,000,000 per occurrence, including business automobile liability coverage. Any deductibles and self-insurance retention may not be greater than \$25,000.

4.2 Workers Compensation Insurance. – Within ten days after issuance of Assignment Order No. 1 and during the entire period of the contract, the Design Professional shall maintain Workers Compensation insurance in the statutory amounts required. The Contractor shall file with LLIDA a certificate of insurance from an insurance company licensed to do business in the State of Georgia showing evidence of workers compensation insurance meeting statutory requirements.

4.3 Design Professional Services Indemnity. – The Design Professional shall indemnify, release and hold LLIDA, its officers, members, employees and the State of Georgia, harmless from and against all liability, damages, costs, expenses (including reasonable attorney’s fees and expenses incurred by LLIDA and any of its officers, members, or employees), claims, suits and judgments, including for injury to persons or damage to property, to the extent arising or resulting from the acts of the Design Professional, its consultants, or employees in connection with the delivery of the Services under this Contract.

**This Contract, with mutually-approved Assignment Order(s)** shall constitute the entire individual project agreement(s) between the parties, hereby superseding all other prior and contemporaneous agreements, representations, statements, negotiations, and undertakings whether oral or written. THE PARTIES HERETO ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTAND THIS CONTRACT, AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS OF THIS CONTRACT, AS INDICATED BY THE SIGNATURES OF THEIR DULY AUTHORIZED REPRESENTATIVES SET OUT BELOW. EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

**LAKE LANIER ISLANDS  
DEVELOPMENT AUTHORITY**

**(DESIGN PROFESSIONAL)**

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "E"**  
**Form of Assignment Order**

STATE OF GEORGIA

**ASSIGNMENT ORDER NUMBER** \*\*\*\*\*

**CONTRACT #LLIDA-2024-121 - TASK ORDER FOR DESIGN PROFESSIONAL SERVICES**

THIS AGREEMENT is made the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the LAKE LANIER ISLANDS DEVELOPMENT AUTHORITY, an instrumentality of the State of Georgia, (hereinafter, called "LLIDA" with a place of business at 3280 McEver Road, Suite 106, Buford, GA 30518 and \_\_\_\_\_ (hereinafter, called the "Design Professional"), whose mailing address is \_\_\_\_\_.

**WITNESSETH:**

WHEREAS, LLIDA has the authority to make contracts and to execute all instruments necessary or convenient, as well as the authority to employ such other experts, agents and employees as may be in LLIDA's judgment necessary to carry on properly the business of LLIDA pursuant to O.C.G.A. § 50-17-22(d)(2) – (4); and

WHEREAS, LLIDA and Design Professional are parties to an active and valid Task Order Contract for Professional Services;

**NOW, THEREFORE**, LLIDA and the Design Professional in consideration of the mutual promises and benefits flowing to the parties hereto as hereinafter stated, agree as follows:

1. **SCOPE OF WORK** - The Design Professional shall furnish all labor, materials, tools and equipment to perform all the Work described in Exhibit "A" {INSERT NAME OF PROJECT}, Proposal of Design Professional, and Exhibit "B" General Conditions, which hereby form a part of this Agreement to. It is the intent and it is hereby agreed that the Design Professional shall assure performance of all work covered by this (*Assignment Order /or the Contract Documents.*)
2. **TIME OF COMPLETION** - This Contract shall be commenced within ten (10) days after notice to proceed is issued by LLIDA and shall be fully completed in \_\_\_\_\_ days from and including the date of the Proceed Order, time being of the essence.
3. **CONTRACT SUM** - LLIDA shall pay the Design Professional the sum of {INSERT FEE AMOUNT, WRITTEN AND NUMBERS} subject to adjustment by amendment(s) to this Task Order Assignment.

EXECUTED AS OF THE DAY AND YEAR FIRST WRITTEN ABOVE

**LAKE LANIER ISLANDS  
PROFESSIONAL)\*\*\*\*\*  
DEVELOPMENT AUTHORITY**

**(INSERT DESIGN**

Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Enclosures: Exhibit "A"- Proposal of Contractor  
Exhibit "B"- General Conditions