

**CITY OF ATLANTA**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS**

**FC-8195**

**CENTRAL PASSENGER TERMINAL COMPLEX (CPTC)  
MODERNIZATION- LANDSIDE**



**MIGUEL SOUTHWELL  
AVIATION GENERAL MANAGER  
DEPARTMENT OF AVIATION**

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CHIEF PROCUREMENT OFFICER  
DEPARTMENT OF PROCUREMENT**



## CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT  
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June 18, 2015

### ATTENTION INTERESTED PROPONENT:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a Proposal for **Project Number: FC-8195 Central Passenger Terminal Complex (CPTC) Modernization-Landside at Hartsfield-Jackson Atlanta International Airport**. The scope of services for this project is to upgrade and modernize the existing Domestic Terminal to a new, fresh, modern look and feel similar to the new International Terminal. This project will include much needed exterior and interior renovations to the existing domestic facilities that, when completed, will unify both Terminals and enhance the customer experience and service throughout the airport complex.

A **Pre-Proposal Conference** will be held on **Tuesday, July 7, 2015, at 10:00 A.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337**. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged. An optional site tour will immediately follow the conference.

The last date to submit questions will be **Tuesday, July 10, 2015, no later than 5:00 P.M.** Questions may be sent to **Mr. Leslie Page, Contracting Officer**, via email at [lpage@atlantaga.gov](mailto:lpage@atlantaga.gov), or facsimile at 404-658-7705. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposal ("RFP") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, August 12, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.



**Request for Proposal**

**Project Number: FC-8195 Central Passenger Terminal Complex (CPTC) Modernization-Landside at Hartsfield-Jackson Atlanta International Airport**

June 18 2015

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All Proponent's names will be publicly read at 2:00 P.M. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, GA 30303.

This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proponent's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

If you have any questions regarding this project, please contact **Mr. Leslie Page, Contracting Officer**, at 404-330-6107, or by email at [lpag@atlantaga.gov](mailto:lpag@atlantaga.gov). Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to Jessica Boston, Administrative Assistance Senior, at 404-330-6903, or by e-mail at [jaboston@atlantaga.gov](mailto:jaboston@atlantaga.gov).

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all Proposals when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

  
Adam L. Smith

ALS:lhq

## **Directions to Technical Support Campus**

1255 South Loop Road, College Park, Georgia 30337  
404-530-5500 (main)

### **From Downtown Atlanta:**

- Take I-75/I-85 South
- Continue on I-75 at the I-75/I-85 Split
- Exit 238B – I-285 West
- Stay in right lane and follow signs for Loop Road
- Bypassing exit for I-285 West, continue on Loop Road through traffic light
- The Tech Campus is the second building on the left (grey stone w/ blue awning)

### **From East Atlanta:**

- Take I-285 South
- Get off I-285 at the I-75 exit.
- Follow signs to I-285 West/Clark Howell Hwy/ Loop Rd.
- Exit at Loop Rd.
- The Tech Campus is the second building on the left (grey stone w/ blue awning)

### **From South of Atlanta: (I-75)**

- Take I-75 North
- Exit 238B - I-285 West
- Keep to the right and exit at Clark Howell Hwy / Loop Rd
- Follow signs for Loop Road, go through traffic light
- The Tech Campus is the second building on the left (grey stone w/ blue awning)

### **From Southwest of Atlanta: (I-85)**

- I-85 North
- Exit 68 - I-285 Bypass, follow to I-285 East
- Exit 59 – Loop Road / Clark Howell Hwy /Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The Tech Campus is the second building on the left (grey stone w/ blue awning)

### **From West of Atlanta:**

- From I-20, take I-285 South
- Exit 59 – Loop Road / Clark Howell Hwy /Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The Tech Campus is the second building on the left (grey stone w/ blue awning)

### **From the Airport:**

- Take Airport Blvd toward I-85 North, stay in the right lane
- Exit Right onto North Inner Loop Rd.
- Continue on N Inner Loop Rd, crossing over Aviation Blvd, and road then becomes South Inner Loop Road.
- Stay on S Inner Loop Rd until you see the “Road Closed” signs.
- The Tech Campus is the second building on the left (grey stone w/ blue awning)

**CITY OF ATLANTA  
DEPARTMENT OF AVIATION**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSAL  
PROJECT NUMBER FC-8195  
CENTRAL PASSENGER TERMINAL COMPLEX (CPTC) MODERNIZATION – LANDSIDE**

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# **PART I**

# **INFORMATION AND INSTRUCTION TO PROPONENTS**

## **Part 1; Information and Instructions to Proponents**

This Request for Proposals (“RFP”) is being solicited by the City of Atlanta (“City”) on behalf of the Department of Aviation (“DOA”) from qualified Proponents (“Proponents”) and seeks to procure the Services (as hereinafter defined):

1. **Services Being Procured:** DOA seeks to procure the following services (“Services”):

**Construction Management at Risk with Pre-Construction services.** The Construction Manager shall be responsible for complete construction management services for all phases of the project for a guaranteed maximum price (GMP). A more detailed Scope of Services sought in this procurement is set forth in Exhibit A – Scope of Work attached to the Services Agreement (“Services Agreement”); **Services Agreement No. 8195; Central Passenger Terminal Complex (CPTC) Modernization – Landside, included in this RFP at Part 5.**

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances (“Code”), including its Procurement and Real Estate Code. The particular method of source selection for the Services sought in this RFP is Code Section 2-1189; Competitive Sealed Proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the Code and City Charter, which laws are incorporated into this RFP by reference.

The City will evaluate the written proposals and will determine which Proponents are best qualified to perform the work based on the evaluation criteria described in Part II & Part III of this RFP. A thorough review will be made into each firm’s qualifications and past performance on similar projects. Our emphasis will be on Proponent’s proposal, past performance and references of each firm and not on company brochures or literature. Oral interviews/presentations will be conducted with Proponents in accordance with City’s Code of Ordinances and other Applicable Law.

3. **Minimum Qualifications:** To be eligible to participate on the RFP, each Proponent must meet the following minimum qualifications concerning this RFP:

- 3.1. Proponent must have and demonstrate a minimum bonding capacity of \$150,000,000 for an individual project.

- 3.2. Each member of the Joint Venture participating in this procurement must have and submit a valid Georgia General Contractor’s License with its proposal in full compliance with the Laws of the State of Georgia. Either all members of the Joint Venture or the Joint Venture as an entity must be qualified and licensed to operate in the business of General Contracting and submit a valid Georgia General Contractor’s License with its bid.

**3.3.** At least one of the Joint Venture Partners must provide documented experience in constructing or renovating a concourse, a major terminal or similar facility, while maintaining an existing on-going large hub airport passenger operation within the last ten (10) calendar years; and provide documented experience in coordinating and managing work with concessions or other retail settings (i.e., mall, transportation hub, government facility, etc.); and

3.4. A Joint Venture is required for this RFP.

**4. Award Limitations on RFP:** The City is also soliciting Proposals for Construction Management at Risk with Pre-Construction Services for **FC-8234; Central Passenger Terminal Complex (CPTC) Modernization – Airside**. Both projects will be solicited concurrently. Proponent may submit a Proposal for one or both RFPs. The City will review all Proposals submitted in response to both RFPs. However, no Proponent will be selected for award of more than one Agreement. This limitation will be implemented in the following manner:

4.1. Proponent must complete and submit with its Proposal **Form 12**, contained in Part 4 of this RFP, on which Proponent shall prioritize its preference for Landside or Airside if selected by the City to do so.

4.2. The evaluation team will review and score responsive and responsible Proposals submitted for each CPTC Modernization RFP in sequential order. Proposals will be ranked based on the scores assigned by the evaluation team, Department of Finance and Office of Contract Compliance.

4.3. In the event a Proponent receives the highest score for both RFPs, the City will recommend such Proponent for award of the Agreement ranked highest by Proponent on Proponent's **Form 12**.

*Example: Proponent A submits Form 12 ranking its preferred packages as follows: 1 for Landside and 2 for Airside. Proponent A receives the highest score for both packages. Pursuant to paragraph 4.3, above, the City recommends Proponent A for award of Agreement for the Landside package.*

**5. Award Limitations on Future RFP/ITB:** Additional work associated with the CPTC Terminal Modernization Project will be solicited at another time. Proponents are advised that the successful Proponent in the City's RFPs **FC-8195** and **FC-8234** will be precluded from winning the solicitations for that additional work. Potential Proponents must have and demonstrate a minimum bonding capacity of \$130,000,000.00.

6. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.
7. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than **2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Wednesday, August 12, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.
8. **Pre-Proposal Conference:** Each Proponent must attend the Pre-Proposal Conference scheduled for **Tuesday, July 07, 2015 at 10:00 a.m.**, at the Technical Support Campus. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services.
9. **Proposal Guarantee:**
  - 9.1. Each Proponent is required to furnish a Proposal Guarantee in the amount of \$50,000 utilizing Form 11; Proposal Bond in Part 4 of this RFP. At the option of the Proponent, the Proposal Guaranty may also be cash, a certified check payable to the order of City or a Proposal Bond in a form acceptable to the City. A surety executing a Proposal Bond must meet the requirements set forth in Exhibit D – Insurance and Bonding Requirements attached to the Services Agreement included in this RFP.
  - 9.2. Each Proponent agrees that, if it is awarded the Agreement and fails to execute it and provide all other documents required to consummate the transaction within fifteen (15) days of the award. City will retain the Proposal Guarantee as liquidated damages and not as a penalty.
10. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, **Mr. Leslie Page, Contracting Officer**, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail [lp@atlantaga.gov](mailto:lp@atlantaga.gov) on or before **Friday, July 10, 2015**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at [www.atlantaga.gov](http://www.atlantaga.gov) and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City

employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

11. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
12. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in **Exhibit D - Insurance and Bonding Requirements** attached to the Services Agreement included in this RFP. Proponents are advised that if you are submitting as a Joint Venture, the Joint Venture must be the named insured on the insurance Certificate of Accord.
13. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Submittals, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
14. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 4: Proponent Financial Disclosure Form** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of an Insurance Certificate of Accord and Endorsement, if a Services Agreement is awarded, the City will review the information included in **Exhibit D: Insurance Requirements**. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) indicating that the financial capacity of the Proponent is such that the insurer(s) is/are willing to issue insurance for the Proponent if a Services Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Services Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty Services Agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if a Services Agreement is awarded to it.
15. **Examination of Proposal Documents:**
  - 15.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so

will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.

- 15.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
  - 15.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.
  - 15.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing Form 6; Acknowledgment of Addenda attached to this RFP at Part 4.
- 16. Rejection of Proposals; Cancellation of Solicitation; Waiver of Technicalities:** The City reserves the right to reject any Proposal or all Proposals or to waive any technical defect in a Proposal. The City also may cancel this procurement at any time in accordance with the City of Atlanta Code of Ordinances.
- 17. Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
- 18. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4: Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted on the top of Volume 1 of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All

Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4: Form 1**.

19. **Gratuities and Kickbacks.** In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.
20. **Fraud and Misrepresentation.** Any written or oral information provided by Proponent, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Proponent agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Proponent further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Proponent agrees to place signage provided by the City regarding the Integrity Line at the location to which Proponent's employees report to perform the services required by this Agreement. Proponent acknowledges and agrees that a finding of fraud or other impropriety on the part of the Contractor or any of its subcontractors may result in suspension or debarment of the Proponent and the City may pursue any other actions or remedies that the City may deem appropriate. Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.
21. **Georgia Open Records Act.** Information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n

entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.].”

22. **Representation.** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent shall be bound by the terms and conditions stated therein; (c) the signatory to the proposal is the Proponent (or Proponent’s duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided on **Form 4**, are accurate representations up to and including the date Proponent submitted its proposal to the City; (e) the City will not agree to make any substantive revisions to the Service Agreement; and (f) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.
  
23. **Electronic Proposal Documents.** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City’s Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent’s possession and the version maintained by the Department of Procurement, the version maintained by the City’s Department of Procurement shall govern. The RFP document is available at [www.atlantaga.gov](http://www.atlantaga.gov).

## **Part 2; Contents of Proposals/Required Submittals**

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
  - 1.1. Informational Proposal two (2) Volumes; and
  - 1.2. Cost Proposal (Form provided by City at Part 4; Submittal Forms; Form 10, Cost Proposal).
2. **Proposals:** Proposal must include each of the following:
  - 2.1. **Informational Proposal Volume I:** The information drafted and submitted by Proponent in response to this RFP, which must be set forth in and include each of the following parts:
    - 2.1.1. Executive Summary;
    - 2.1.2. Organizational Structure;
    - 2.1.3. Overall Experience, Qualifications and Performance of the Prime Firm, Sub-contractors;
    - 2.1.4. Management Plan;
    - 2.1.5. Key Personnel; and
    - 2.1.6. Work Plan.
  - 2.2. **Informational Proposal Volume II:** Each of the forms provided by the City in this RFP (or otherwise required to be created by Proponent), which must be set forth in and include each of the following parts:
    - 2.2.1. Form 1: Illegal Immigration Reform and Enforcement Act Affidavits. A completed Affidavit, set forth in Part 4: Form 1: Illegal Immigration Reform and Enforcement Act Forms must be submitted on the top of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms.
    - 2.2.2. Form 2: Contractor Disclosure Form;
    - 2.2.3. Form 4: Proponent Financial Disclosure Form;
    - 2.2.4. Form 5: Acknowledgement of Insurance and Bonding Requirements;
    - 2.2.5. Form 7: Acknowledgment of Addenda;
    - 2.2.6. Form 8: Respondent Contact Directory;
    - 2.2.7. Form 9: Reference Form;
    - 2.2.8. Form 11: Proposal Bond;
    - 2.2.9. Form 12: Preference Form; and

2.2.10. Appendix A: Office of Contract Compliance Submittals.

2.3. **Cost Proposal Volume III.** Each Proponent must submit a cost proposal in a separate sealed envelope using the form provided by the City at Part 4; Submittal Forms; Form 10, Cost Proposal. The cost proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent's Proposal. (Submit one (1) stamped "Original" and six (6) copies in a separate envelope).

3. **Information Requirements Details:** The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

3.1. **Executive Summary.**

3.1.1. **Cover Letter:** The cover letter must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should include a narrative statement of the Proponent's approach to providing the services solicited in this RFP.

3.1.2. **Detailed Executive Summary:** The purpose of the Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:

3.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices. In addition, for each Firm comprising the Proponent, provide the number of full time employees, and number of years' experience providing the services the Firm will provide;

3.1.2.2. The general and specific capabilities and experience of the Proponent. Each Proponent must identify examples where team members have worked together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City; and

- 3.1.2.3. Proponent must identify the role and responsibilities of the Joint Venture partner and include at the end of the Executive Summary a letter from the Joint Venture partner indicating its concurrence with the identified role and responsibility as well as a copy of the Joint Venture Agreement.

**3.2. Organizational Structure.** The Proponent's Organizational Structure Section of the Proposal must introduce the proposed Proponent team by:

- 3.2.1. Providing the Proponent's Management Organizational Chart both graphically and in narrative format. The Organizational chart and narrative must provide a description of the Proponent's views on how it will organizationally provide the Services, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team. The Organizational Chart must depict all labor categories required to provide the Pre-construction services and include senior personnel to the Superintendence level.
- 3.2.2. Providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.
- 3.2.3. Providing a matrix identifying the names of proposed candidates for each function on the chart and the amount of time the individual will provide services during the Pre-construction Phase.
- 3.2.4. Proximity to ATL: Describe the Proponent team's current ability to effectively and conveniently perform the Scope of Services and to coordinate its efforts with the City and its other Contractors. List office addresses and total number of employees, and the number of both professional and support employees located at those offices. Also, list Proponent geographical location of the office that will be primarily responsible for assigned projects and where the work will be accomplished. Local/metro area for all services is most desired.

**3.3. Firm's Overall Experience, Qualifications and Performance on Previous Projects.**

- 3.3.1. Describe the Proponent's experience and qualifications in construction management at risk services. Proponent must provide a narrative description of three (3) previous projects completed utilizing construction management at risk methodology in the past ten (10) years which would demonstrate the Proponent's capability and qualifications to accomplish the City's Project in all areas identified below and each project must encompass a combination of several of the areas of expertise:

- 3.3.1.1. At least one (1) of the projects submitted must involve a Project where the Proponent completed a facility while maintaining an existing on-going large hub airport passenger operation. The submitted project should be similar in scope and size to this project.
  - 3.3.1.2. A second submitted project must demonstrate the Proponents experience and qualification as it relates to roadway, site readiness at the end of a shift, heavy ceiling construction, and working around TSA at a large hub airport similar in scope and size to this project.
  - 3.3.1.3. Proponent experience with roadway maintenance of traffic (MOT).
  - 3.3.1.4. Proponent experience constructing structural canopy over an active roadway.
  - 3.3.1.5. Proponent coordination and management experience working with concessions or other retail settings (i.e., mall, transportation hub, etc.).
- 3.3.2. For each project identified the proponent is required to submit a separate **Form 9**, Reference Form, which is to be included in the Proposal following the related narrative.

**3.4. Management Plan.** Based on the Proponent’s Organizational structure, describe how the Proponent will manage the Services, specifically addressing the following:

- 3.4.1.1. Proponent’s approach to team leadership;
- 3.4.1.2. How the Proponent will:
  - 3.4.1.2.1. Ensure proper communications among pertinent project team members;
  - 3.4.1.2.2. Assure the City that each scope of Services will be kept within any established time and budget constraints;
  - 3.4.1.2.3. Establish and maintain the necessary cooperative relationships;
  - 3.4.1.2.4. Coordinate all necessary project activities within that team relationship;
  - 3.4.1.2.5. Identify the tools that are intended to be used to manage these project elements;

3.4.1.2.6. Proponent's proposed method to:

3.4.1.2.6.1. Identify and resolve issues during the project duration; and

3.4.1.2.6.2. Make critical decisions.

### 3.5. Key Personnel/Resumes

3.5.1. Identify and provide resumes for the key individuals that the Proponent's Team will use to fill the following positions:

3.5.1.1. Project Manager;

3.5.1.2. General Superintendent;

3.5.1.3. Safety Representative;

3.5.1.4. Senior Project Manager;

3.5.1.5. Procurement Coordinator;

3.5.1.6. Chief Scheduler;

3.5.1.7. Chief Estimator;

3.5.1.8. Mechanical Coordinator;

3.5.1.9. Electrical Coordinator; and

3.5.1.10. Quality Control Manager.

3.5.2. Resumes must be organized as follows:

3.5.2.1. Name and Title;

3.5.2.2. Professional Background;

3.5.2.3. Current and Past Relevant Employment;

3.5.2.4. Education;

3.5.2.5. Certifications;

3.5.2.6. List of three (3) recent relevant projects, including:

3.5.2.6.1. Client Name;

3.5.2.6.2. Project description;

3.5.2.6.3. Role of the individual;

3.5.2.6.4. Project actual or expected completion date; and

3.5.2.6.5. Client List/Reference Contact.

3.5.3. Each Resume must state the following as a minimum:

3.5.3.1. The role the individual held in the project;

3.5.3.2. The original contract schedule to start and complete the project; and

3.5.3.3. The actual start and completion dates of the project.

3.5.4. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace key team members during the course of the project, Proponent must describe its back-up personnel plan.

3.6. **Work Plan.** The Proponent services during the Pre-construction Phase will be multifaceted. Following the Notice to Proceed the successful Proponent will begin design review and recommendation of the enabling package. Successful Proponent will also begin development and submission of required documents such as safety plan, security plan, project manual, procurement plan, control budget, etc. to support the enabling project construction. The successful Proponent will also be providing Pre-construction services of the main Central Passenger Terminal Complex Modernization project. These services will include design review and recommendation during the various design submittal milestones, establishment of the control budget, updating submitted plans as necessary, etc. culminating in a GMP submittal. Given this basic overview the Proponent is required to submit the following:

3.6.1. Explain the Proponents approach to Design Review and Recommendation. The discussion should include specifics detailing what the Proponent would be looking for at the Schematic, Design Development, and Construction Document submittal phases. The narrative must address interaction with the Architect/Engineer and how comments and recommendations will be transmitted. Also provide the Proponents recommendation concerning Building Information Model (BIM) modeling during the design review.

3.6.2. Proponent must submit a narrative describing its approach to establishing the control budget. The narrative must fully describe how the Proponent will establish and maintain the control budget. The narrative must identify the use of contingencies and allowances and define what these funding sources include and how they will be used.

3.6.3. Proponent must provide a narrative describing its approach to the procurement of goods and services for the enabling project as well as Central Passenger Terminal Complex Modernization project. The narrative as a minimum must address bid package development and review, outreach, bid and award,

recommendation to the owner, bonding, and plan to achieve the City's Equal Business Opportunity goals.

- 3.6.4. Each member of the joint venture must submit its history of providing bonds on construction management at risk projects over the past 5 years by supplying notarized letters from its surety companies stating the name of the project, bonded amount, project status and any surety activity/involvement/claims associated with the project delivery.

#### 4. Submission of Proposals:

- 4.1 Proposals shall be signed by hand by a principal of the Proponent with the authority to enter into an agreement with the City. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a proposal as well as enter into an agreement with the City. Each Proponent is responsible for the preparation of its proposal and for the costs associated therewith.
- 4.2 A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8195; Central Passenger Terminal Complex (CPTC) Modernization – Landside**, Proponent's Employee Identification Number (EIN), and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP**  
**Chief Procurement Officer**  
**Department of Procurement**  
**55 Trinity Avenue, S.W.**  
**City Hall South, Suite 1900**  
**Atlanta, Georgia 30303-0307**  
**Re: Project Number FC-8234**

- 4.3 Proponent's names will be read at 2:00 P.M. [EST] on **Wednesday, August 12, 2015**, in the Department of Procurement's Bid Conference Room, 55 Trinity Avenue, S.W., Suite 1900, City Hall, Atlanta, Georgia 30303-0307.
- 4.4 A Proponent is required to submit one (1) original and six (6) copies of its Proposal. Each Proposal must be submitted on 8½" x 11" typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder (Volumes 1 and 2 must be submitted in separate single 3 ring binders).

Each Proposal must contain an index and separate sections for each of the sections set forth in Section 2 of Part 2 of this RFP.

- 4.5 A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and six (6) copies of its Cost Proposal with its Information Proposal.

**Submittals:** The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet <sup>1</sup>	Check (v)
<b>VOLUME 1</b>		
1.	Executive Summary	
2.	Organization Structure	
3.	Overall Experience, Qualifications and Performance of the Prime Firm, Sub-contractors	
4.	Management Plan	
5.	Key Personnel	
6.	Work Plan	
<b>VOLUME II</b>		
1.	Form 1: Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2: Contractor Disclosure Form	
3.	Form 3: Non-Applicable	N/A
4.	Form 4: Proponent Financial Disclosure Form	
5.	Form 5: Acknowledgement of Insurance and Bonding Requirements	
6.	Form 6.1: Non-Applicable	N/A
7.	Form 6.2: Non-Applicable	N/A
8.	Form 7: Acknowledgement of Addenda	
9.	Form 8: Respondent Contact Directory	
10.	Form 9: Reference Form	
11.	Form 11: Proposal Bond	
12.	Form 12: Preference Form	
13.	General Contractor's License	
14.	Appendix A: City's Office of Contract Compliance Submittals	

<sup>1</sup> This table is included solely for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal. If any of the required submittal documents are not submitted or incomplete within your submittal package, your firm may be deemed non-responsive.

Item #	Required Proposal Submittal Check Sheet <sup>1</sup>	Check (v)
	<b>VOLUME III</b>	
1.	Form 10: Cost Proposal ( <i>Must be submitted in a separate sealed envelope</i> )	

**Part 3; Evaluation of Proposals**

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

All Proposals will be evaluated using the following Evaluation Form:

<b>RELATIVE WEIGHT</b>	<b>GRADED ITEM</b>	<b>SCORE</b>
<b>5</b>	<b>Executive Summary</b>	
<b>5</b>	<b>Organizational Structure</b>	
<b>20</b>	<b>Overall Experience, Qualifications and Performance of the Prime Firm, Sub-contractors</b>	
<b>5</b>	<b>Management Plan</b>	
<b>20</b>	<b>Resumes of key Personnel</b>	
<b>5</b>	<b>Work Plan</b>	
<b>15</b>	<b>Contractor’s Fee</b>	
<b>15</b>	<b>OCC Plan</b>	
<b>10</b>	<b>Financial Capability</b>	
<b>100%</b>	<b>TOTAL SCORE</b>	

For purposes of evaluating all of the Proposals received by the City, the City will assess a score between one (1) and ten (10) for each Category noted above (see note below on Multiplier Scoring). The Total Category Score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score x Relative Weight = Total Category Score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Proponent has received the highest Total Score. The highest score any proposal can receive for this RFP is 1,000.

**Part 4; Submittal Forms**

# **PART 4: REQUIRED SUBMITTAL FORMS**

**All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.**

**If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.**

**FORM 1**  
**Illegal Immigration Reform and Enforcement Act Forms**  
**INSTRUCTIONS TO RESPONDENTS**

All Respondents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (“IIREA”). Respondents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Respondents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Respondents in complying with the requirements of the City’s procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit must be filled out **COMPLETELY** and submitted with the respondent’s submission prior to the due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (“E-Verify”) User ID Number and Date of Registration.
3. Where the business structure of a Respondent is such that Respondent is required to obtain an Employer Identification Number (“EIN”) from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (see Example 2 below).

**Example 1**, ABC, Inc. and XYZ, Inc. form and submit a response as Happy Day, LLC. Happy Day, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of Happy Day, LLC which includes the Federal Work Authorization User ID Number issued to Happy Day, LLC.

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a response under the name Happy Day, JV. If based on the nature of the JV agreement, Happy Day, JV is not required to obtain an EIN from the IRS, then the response submitted by Happy Day, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be notarized.
6. All Contractor Affidavits must be submitted with the Respondent’s response to the solicitation document.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of response submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

**FORM 1**

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)**

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

\_\_\_\_\_ **Federal Work Authorization User Identification Number** \_\_\_\_\_ **Date of Authorization**

**Name of Contractor:** \_\_\_\_\_

**Name of Project:** \_\_\_\_\_

**Name of Public Employer:** City of Atlanta \_\_\_\_\_

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

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

\_\_\_\_\_  
**Printed name and Title of Authorized Officer or Agent**

**SUBSCRIBED AND SWORN BEFORE**  
**ME ON THIS THE \_\_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_\_**

\_\_\_\_\_  
**NOTARY PUBLIC**  
**My Commission Expires: \_\_\_\_\_**



FORM 1

Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

By executing this affidavit, the undersigned sub-subcontractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract for \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract) and \_\_\_\_\_ (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned sub-subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned sub-subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the sub-subcontractor with the information required by O.C.G.A. § 13-10-91(b). The undersigned sub-subcontractor shall submit, at the time of such contract, this affidavit to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Additionally, the undersigned sub-subcontractor will forward notice of the receipt of any affidavit from a sub-subcontractor to \_\_\_\_\_ (name of subcontractor or sub-subcontractor with whom such sub-subcontractor has privity of contract). Sub-subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_ Federal Work Authorization User Identification Number \_\_\_\_\_ Date of Authorization

Name of Sub-Subcontractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta

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

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

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

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

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_

\_\_\_\_\_  
NOTARY PUBLIC My Commission Expires: \_\_\_\_\_

**FORM 2**  
**CONTRACTOR DISCLOSURE FORM**  
**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE**

<b>"Affiliate"</b>	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
<b>"Contractor"</b>	Any person, partnership or entity having a contract with the City.
<b>"Control"</b>	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
<b>"Respondent"</b>	<p>Any individual, partnership or entity that submits a response to a solicitation.</p> <p>If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated.</p> <p>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</p>

**Instructions:** Provide the following information for the entity, partner or individual completing this Disclosure (the "Individual/Entity").

**A. Basic Information:**

1. Name of Respondent:
2. Name of the authorized representative for the Respondent:

**B. Individual/Entity Information:**

Principal Office Address:

Telephone and Facsimile Numbers:

E-Mail Address:

Name and title of Contact Person for the Individual/Entity:

Is the individual/Entity authorized to transact business in the state of Georgia?

- Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)
- No

**C. Questionnaire**

If you answer "YES" to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**

3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**

Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**

Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City? **YES** **NO**

(b) directly or indirectly, received revenues from the City? **YES** **NO**

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES** **NO**

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** **NO**

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES** **NO**

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** **NO**

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES** **NO**

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** **NO**

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:*

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, **YES** **NO**

domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe: YES  NO

Respondent or the Respondent's family members. Please describe:

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**D. REPRESENTATIONS**

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

**Confidentiality.** Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

The Contractor shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

The Contractor shall take such action with respect to any subcontractor as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Contractor or the city may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor and its subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its subcontractors.

The Contractor shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;  
Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;  
Cancellation of the public contract;

In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime Contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**Declaration**

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

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

Signature: \_\_\_\_\_

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

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity or partnership:*

Printed Name of Entity or Partnership: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity or partnership name) this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

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## **FORM 4**

### **Proponent Financial Disclosure**

**Instructions:** It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or bid in response to a Solicitation.

- 1. If the Proponent is an individual, financial disclosures for that individual must be provided.**
- 2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.**
- 3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form 4.**

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this Form 4.

**Part A - General Information:**

**Name of the Proponent:**

\_\_\_\_\_

**Name of individual, entity or partnership completing this Form:**

\_\_\_\_\_

**Relationship of individual, entity or partnership completing this Form to the Proponent:**

\_\_\_\_\_

**Contact information of individual, entity or partnership completing this Form:**

\_\_\_\_\_

**Address**

\_\_\_\_\_

**Phone Number(s)**

\_\_\_\_\_

**Email:**

\_\_\_\_\_

**Part B: Financial Information:**

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.
  - (a) 7Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Exhibit D, if applicable;
    - (iv) Two (2) banks or other institutional lenders' references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

**Declaration**

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

**Sign here if you are an individual:**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)  
My commission expires: \_\_\_\_\_

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**Sign here if you are an authorized representative of a responding entity:**

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_(state)  
My commission expires: \_\_\_\_\_

**FORM 5**

**Acknowledgment of Insurance and Bonding Requirements**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, Proponent, acknowledge that if selected as the successful Proponent for **FC-8195: Central Passenger Terminal Complex (CPTC) Modernization – Landside**. Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance Requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements related to insurance contained in the Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Corporate Proponent:  
[Insert Corporate Name]

\_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Corporate Secretary/Assistant  
Secretary (Seal)

Non-Corporate Proponent:  
[Insert Proponent Name]

\_\_\_\_\_

By: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public (Seal)  
My Commission Expires: \_\_\_\_\_

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**FORM 7**

**Acknowledgment of Addenda**

Each Respondent must complete and submit and acknowledgement with its solicitation that it has received all Addenda issued for this solicitation. This form has been included and may be used to satisfy this requirement.

This is to acknowledge receipt of the following Addenda for **FC-8195: Central Passenger Terminal Complex (CPTC) Modernization – Landside at Hartsfield-Jackson Atlanta International Airport:**

None (Check if None)

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Corporate Proponent:**  
**[Insert Corporate Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_

**By:** \_\_\_\_\_

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

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

\_\_\_\_\_  
**Notary Public (Seal)**  
**My Commission Expires:**

**FORM 8**

**RESPONDENT CONTACT DIRECTORY**

This Respondent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Respondent's team:

1. At least two individuals authorized to represent the firm for purposes of this Solicitation; and
2. All of Respondent's subcontractors (if any).

<b>NAME</b>	<b>POSITION/TITLE</b>	<b>MAILING ADDRESS</b>	<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>	<b>EMAIL ADDRESS</b>

**FORM 9**

**Reference List**

Each Respondent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference:           Name  
                          Address  
                          City, State, Zip  
                          Phone  
                          Fax

Project Title:

Contact Person: \_\_\_\_\_

Direct Telephone: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

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*(Use the Same Format to Provide the Additional References)*

CITY OF ATLANTA  
DEPARTMENT OF AVIATION  
HARTSFIELD JACKSON ATLANTA INTERNATIONAL AIRPORT

**FC-8195; CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION – LANDSIDE**

**Form 10; Cost Proposal**

In response to the Request for Proposal - **Project Number FC-8195; Central Passenger Terminal Complex (CPTC) Modernization – Landside**, the undersigned Proponent hereby proposes to provide all of the services, materials and equipment (other than materials, equipment and services specified as provided or performed by others) as described in the Services Agreement attached as Part 5 to the Request for Proposal for:

- i) Contractor's Fee is \_\_\_\_\_ percent as set forth in Section 8.1.3 of the Services Agreement;

**CITY OF ATLANTA  
DEPARTMENT OF AVIATION  
HARTSFIELD JACKSON ATLANTA INTERNATIONAL AIRPORT**

**FC-8195; CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION – LANDSIDE**

**EMPLOYEE CLASSIFICATIONS/FULLY BURDENED HOURLY BILLING RATES**

POSITION TITLE	FULLY BURDENED HOURLY BILLING RATE
Sr. Management Staff	
Project Management Staff	
Field Management Staff	
Purchasing Staff	
Estimating Staff	
Cost Management Staff	
Scheduling Staff	
Accounting Staff	
Secretarial Staff	
Other Staff	

*On separate form, Respondent is to provide a detailed, line item accounting of all Contractor's costs. Detail should be organized under, and summarized via the above headings, as applicable.*

- 1. Staff: Detail shall include specific "Staff" positions in accordance with Org. Charts specified elsewhere in the proposal, including position, # of positions, duration, monthly rate(s) and extended price. Staff costs should include burden.*

**FORM 11; PROPOSAL BOND**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**PROJECT NUMBER FC-8195**

**CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION – LANDSIDE**

**CITY OF ATLANTA, GEORGIA**

KNOW ALL MEN BY THESE PRESENTS, THAT WE \_\_\_\_\_

hereinafter called the PRINCIPAL, and \_\_\_\_\_

\_\_\_\_\_ hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of \_\_\_\_\_, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of \$50,000.00, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-8195; CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION – LANDSIDE** a Proposal;

WHEREAS the PRINCIPAL desires to file this Bond in accordance with law, in lieu of a certified PRINCIPAL's check otherwise required to accompany this bid;

NOW THEREFORE: The conditions of this obligation are such that if the Proposal be accepted, the PRINCIPAL shall within fifteen (15) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

In the event suit is brought upon this Bond by the CITY and judgement is recovered, the SURETY shall pay all costs incurred by the CITY in such suit, including attorney's fees to be fixed by the Court.

This Proposal Bond, in the approved form, is in the amount of \$50,000.00. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the PRINCIPAL to execute a CONTRACT within ten (15) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this \_\_\_\_\_ day \_\_201\_\_.

ATTEST:

\_\_\_\_\_  
PRINCIPAL

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, \_\_\_\_\_, certify that I am the Secretary of the Corporation named as principal in the within bond; that \_\_\_\_\_, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

\_\_\_\_\_  
SECRETARY

(CORPORATE SEAL)

\_\_\_\_\_  
SURETY

\_\_\_\_\_

BY \_\_\_\_\_  
(SEAL)

**FORM 12; PACKAGE AWARD PREFERENCE FORM**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**PROJECT NUMBER FC-8195**

**CENTRAL PASSENGER TERMINAL COMPLEX (CPTC) MODERNIZATION –  
LANDSIDE**

Please mark your preference in numerical order for the packages that you  
submit

**Rank Award Preference**

Landside Package: \_\_\_\_\_

Airside Package: \_\_\_\_\_

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

By: \_\_\_\_\_

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

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

## **PART II**

# **AGREEMENT**

**CONTRACT  
BETWEEN THE CITY OF ATLANTA  
AND**

---

**FOR  
CONSTRUCTION MANAGEMENT AT RISK WITH  
PRECONSTRUCTION SERVICES  
FOR THE  
CENTRAL PASSENGER TERMINAL COMPLEX  
MODERNIZATION LANDSIDE**

**FC-8195**

**THIS CONSTRUCTION AGREEMENT** between the Owner and the Contractor (hereinafter referred to as the "**Agreement**") is made and entered into by and among the City of Atlanta, Georgia, a municipality within the State of Georgia, (hereinafter referred to as the "**Owner**"), and \_\_\_\_\_, authorized to do business in the State of Georgia, (hereinafter referred to as the "**Contractor**").

This Agreement is for General Contractor Construction and Pre-Construction Services for the Project identified as: **CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION – LANDSIDE, PROJECT NUMBER FC-8195** (hereinafter referred to as the "**Project**").

**ARTICLE 1**  
**THE CONSTRUCTION TEAM, INTENT AND EXTENT OF AGREEMENT**

- 1.1 **The Intent of the Agreement** The Contractor accepts the relationship of trust and confidence established between it and the Owner by this Agreement. The Contractor covenants with the Owner to furnish its best skill and judgment and to cooperate with the Owner, the Owner's Representative, the Construction Manager and Architect-Engineer in furthering the interests of the Owner. The Contractor agrees to furnish efficient business administration and superintendence and to complete the Project in the most efficient, expeditious and economical manner consistent with the Contract Documents and the interest of the Owner.
- 1.2 **The Construction Team** The Contractor, the Owner, the Owner's Representative, the Construction Manager, and the Architect-Engineer, called the "Construction Team", shall work jointly and through final completion of the Project and shall be available thereafter should additional services be required. The specific representatives of the Construction Team are shown in **Exhibit B** attached hereto and incorporated herein.
- 1.3 **Extent of Agreement** - This Agreement supersedes any prior negotiations, representations, proposals or agreements between the Parties concerning the Project. This Agreement shall not be superseded by any provisions of the Construction Documents and may be amended only by written instrument signed by both Owner and Contractor.
- 1.4 **Order of Precedence** - If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall govern in the following order of precedence: (1) Change Orders or other authorized amendments to the Agreement issued after execution of the Construction Authorization; (2) a Construction Authorization, (3) the Legislation allowing this Agreement, (4) this Agreement; (5) the Special Conditions, (6) the General Conditions, (7) the Specifications; (8) the Drawings; as between schedules and information given on Drawings, the schedules shall govern; as between figures given on Drawings and the scaled measurements, the figures shall govern; as between large-scale Drawings and small-scale Drawings, the larger scale shall govern.

## 1.5 Definitions:

**Allowance** – As defined in Section 7.3.

**Architect-Engineer** – The Architect-Engineer for this Project is comprised of a combination of the firms of **Hartsfield-Jackson + Partnership (H-J+P)**.

**Bonds** – The “Bonds” are the payment and performance bonds supplied in accordance with Section 2.3.4 of this Agreement.

**Component** – A “Component” shall mean a designated portion or part of the Project that the Contractor proposes and the Owner approves will be built in accordance with a Construction Authorization approving Contractor’s CGMP proposal.

**Component Guaranteed Maximum Price or CGMP** - The “CGMP” is the maximum price payable by the Owner to the Contractor for the scope of Work set forth in the CGMP proposal. The Project Director, or his designee, will accept a CGMP proposal by executing a Construction Authorization.

**Construction Authorization** – The term “Construction Authorization” shall mean a written work order executed by the Project Director, or his designee, and issued to the Contractor. A Construction Authorization shall be used to accept a proposed CGMP or GMP and to incorporate an accepted CGMP or GMP into this Agreement.

**Construction Budget** – The Construction Budget is the estimated sum of all anticipated costs of the Project, including the Contractor’s Fees, General Condition Costs, Cost of the Work and Contractor’s Contingency as defined in Section 7.2. The Construction Budget is established for the purpose of creating a maximum price for all Work required by the Contract Documents.

**Construction Documents** – The term “Construction Documents” shall mean the drawings, detail sheets, specifications and other documents prepared by the Architect-Engineer to show the location, character, dimension, and details of the Work as well as the directions, provisions and requirements to cover the Work and any changes or alterations thereof issued by a duly approved written order. The list of the Construction Documents is attached hereto as **Exhibit C**.

**Construction Manager** - The Owner’s Construction Support Services Group.

**Contractor** – The term “Contractor” shall mean any person having a contract with the city.

**Contractor’s Fee-** The “Contractor’s Fee” is the amount paid by the Owner to the Contractor for all profit and overhead costs or expenses not paid as a “Cost of the Work” or covered by the Pre-Construction Phase Services Fee or the General Conditions Costs. The Contractor’s Fee is set forth in Section 8.1.3 and will be

established as a separate line item in each CGMP and the GMP.

**Contractor Contingency Fund** – The “Contractor Contingency Fund” is that sum of money set aside by and under the control of the Contractor as part of a CGMP or the GMP which has been designated to pay for those items set forth in Section 7.2.

**Contract Amount** - The Contract Amount is defined as the total amount of the CGMPs at any given time or the GMP once accepted. Upon execution of the first Construction Authorization by the Project Director, or his designee, the Contract Amount will be the amount of the first CGMP, with each successive CGMP being added as approved by the Project Director. Once the GMP is accepted, the Contract Amount shall equal the GMP.

**Contract Documents** – The term “Contract Documents” shall mean collectively this Agreement and all exhibits and schedules thereto, all documents added hereto by Construction Authorization of a proposed CGMP or the proposed GMP and all modifications or changes hereto evidenced by written Modification or Change Orders signed by the Owner and the Contractor, as provided by this Agreement, together with all general, supplementary and other conditions, all drawings, all specifications, the Construction Documents, all exhibits and all other Addenda and Modifications related thereto or described and provided for therein.

**Cost of the Work** - The term “Cost of the Work” shall mean costs necessarily incurred in the Project or in any Component of the Project, as applicable, during the Construction Phase for construction services by the Contractor and permitted to be invoiced to the Owner for payment in accordance with Article 9. Cost of the Work does not include the Contractor’s Fee, the Pre-Construction Phase Services Fee or General Condition Costs.

**Enabling Work** – The term “Enabling Work” means the construction of the enabling projects that must be completed, including, but not limited to the relocation of utilities and existing infrastructure.

**Execution Baseline Schedule** - The term “Execution Baseline Schedule” is defined in Section 2.1.3.

**Final Completion** - The Project, or a specified portion thereof, shall be deemed Finally Completed when (a) the Construction Manager so certifies to the Owner in writing, and (b) the Owner accepts the Project, or specified portion thereof, as being at Final Completion, and (c) Contractor has submitted the “As-Built Drawings”; and (d) in the case of the Project as a whole, or a specified portion of the Project, the Owner in writing gives notice to the Contractor that the Owner will accept the Project, or a specified portion thereof, as finally complete, and (e) the Contractor has completed all items on the punch list and (f) the Contractor has completed all Work without material deviation or any material deviation has been brought to the Owner’s attention and it has accepted the deviation in writing.

**General Conditions Costs** – The Work covered by the Contractor’s “General Conditions Costs” is defined in **Article 8**. Each CGMP will contain a lump sum line item to cover all of Contractor’s General Conditions Costs, including, but not limited to, all staff costs, including all benefits, as well as all field office overhead costs and expenses reasonably necessary to perform the Pre-Construction and CGMP Work. Once the GMP is accepted, the General Conditions Costs included in the GMP shall not exceed the amount set forth in Section 8.1.2.

**Guaranteed Maximum Price or GMP** – Guaranteeing the maximum price to the Owner for the construction of the Project, including the Cost of the Work, the General Conditions Costs, the Contractor’s Contingency Fund and the Contractor’s Fee for the Project.

**Job-Site Facilities** – Defined in Section 2.2.7.

**Change Order [1292(d)]** – A Change Order is an agreement executed by the Project Director, or his designee, and the Contractor to revise, add or delete Work from the Project and to transfer funds from the Project Contingency Fund to the Cost of the Work, Contractor’s Fee, General Conditions Costs or Contractor’s Contingency.

**Owner** – The City of Atlanta is the “Owner” of the Project, and at all times, the Project Director or his designee will act on the Owner’s behalf. The entity that will occupy and use the Project is the Owner’s Department of Aviation.

**Owner’s Representatives** - The “Owner’s Representative” is the Program Manager and its designees. The Owner will provide the names of the authorized Owner’s Representatives in **Exhibit B**.

**Pre-Construction Services** - The services defined in Section 2.2.

**Project** - The “Project” is the Work to be performed under this Agreement. The Project consists of preconstruction and construction services for the Central Passenger Terminal Complex Modernization (CCM), **Project Number FC-8195**, which is identified in **Exhibit C**, which is attached hereto and incorporated by reference herein, and includes the Enabling Phase.

**Project Budget** - The “Project Budget” is the total funds available to the Project Director, or his designee, or his designee, for the Project.

**Project Contingency Fund** – The “Project Contingency Fund” is that sum of money set aside by and under the control of the Project Director, or his designee, as part of the Project Budget which has been designated to pay for scope modifications, unforeseen events or emergencies during the course of the Project not otherwise contemplated in the Agreement. The Project Director, or his designee, will issue a Miscellaneous Modification to transfer funds from the Project Contingency Fund to

the Cost of the Work, Contractor's Fee, General Conditions Costs or Contractor's Contingency.

**Project Director** – The "Project Director" is the Owner's Department of Aviation General Manager or his authorized representatives, who are designated by the Owner to provide direct interface with the Contractor with respect to the Owner's responsibilities. The Project Director, or his designee, must receive all Notices required by this Agreement and is authorized to execute Construction Authorizations up to the amount of the Project Budget.

**Required Proposal Forms** – The forms that were submitted with the Contractor's response to the Request for Proposals that are incorporated into this Agreement are attached hereto as **Appendix B**.

**Subcontractor** - A Subcontractor is a person or organization that has a direct contract with the Contractor to perform any of the Work at the site by virtue of an agreement ("Subcontract") with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship whatsoever between the Owner, Owner's Representative, Construction Manager or Architect-Engineer and any Subcontractor.

**Substantial Completion** - The Project, or a specified portion thereof, shall be deemed Substantially Completed or having achieved Substantial Completion when (a) the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project, or a specified portion thereof, for its intended use, and (b) the Contractor has inspected all Work, and certifies that the Work, excepted as noted, is completed in accordance with the Contract Documents and prepared a punchlist identifying all incomplete and non-conforming items of Work with an estimated price to correct or complete and (c) the Contractor has obtained on behalf of the Owner for the Project or specified portion thereof, all necessary permits and regulatory approvals necessary for the Owner to occupy and begin use or operation (d) submittal of the operation and maintenance manuals, and (e) the Contractor has assigned to the Owner all post-construction warranties required by the Contract Documents, subject to the Contractor's reservation of rights, if any, under said warranties to the extent necessary to enable the Contractor to fulfill its obligations to Owner hereunder and (f) the Owner accepts the Project, or specified portion thereof, as being at Substantial Completion based on the definitions and conditions defined herein.

**Supplier**. - A Supplier is a person or organization that has a direct contract with the Contractor to supply materials or equipment needed for the completion of the Work by virtue of an agreement ("Supply Agreement") with the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship whatsoever between the Owner, Owner's Representative, Construction Manager or Architect-Engineer and any Supplier.

**Trade Packages** - "Trade Packages" are the portion of the Construction Documents and other documents used by the Contractor pursuant to Article 5 to procure the services and materials necessary to complete the Work.

**Work** - The term "Work" shall mean all of the construction and other services required by or reasonably inferable from the Contract Documents, including but not limited to, any Construction Authorizations, and shall include, but not be limited to, all plant, labor, transportation, equipment, materials, resources, services and appurtenances to fully complete or to be incorporated into the construction and other services required or reasonably inferable from the Contract Documents, all in accordance with the Contract Documents and in compliance with all federal, state and local laws, statutes, orders, rules, regulations, ordinances and all Owner rules, regulations, policies, practices and procedures.

## **ARTICLE 2 CONTRACTOR'S SERVICES**

The services which the Contractor shall provide include, but are not limited to, those described or specified herein. The services described or specified shall not be deemed to constitute a comprehensive specification having the effect of excluding other services not specifically mentioned herein.

### **2.1 ENTERPRISE PROJECT MANAGEMENT SYSTEM (EPMS)**

#### **2.1.1 General:**

- (1) The Contractor shall implement and shall utilize throughout the life of the Project all central systems of the Enterprise Project Management System hereinafter referred to as EPMS. The Construction Manager will meet with the Contractor to train the Contractor regarding the use and application of the EPMS.
- (2) The reports, documents, and data to be provided through the EPMS shall represent an accurate assessment of the Project's current status and of the Work remaining to be accomplished. It shall provide a sound basis for identifying variances and problems and for making management decisions. It shall be prepared and shall be furnished to the Owner's Representative monthly and shall accompany each pay request.
- (3) The Contractor shall conduct a comprehensive instructional workshop for its Staff and for Subcontractors regarding the Contractor implementing the EPMS. The Contractor shall also hold all necessary seminars to prepare and train its Staff on the Project Manual and all policies and procedures required to implement and become a fully

functioning Contractor. The Owner, Owner's Representative, Construction Manager and the Architect-Engineer should be invited to attend any training session. These training sessions, workshop and other seminars shall facilitate the use and understanding of EPMS, or the required partnering between the Construction Team, and procedures for accomplishing and maintaining control over the Project Budget and Project Schedule while providing all key information to the Construction Team on a timely basis.

- (4) The Contractor shall adhere to configuration management policies by coding all information in accordance with the H-JDP Work Breakdown Structure (WBS). This is a five-tiered hierarchal code structure managed and directed by the Owner's Representative with the following format:

Level I	The Program - The Hartsfield Jackson Development Program
Level II	The Element
Level III	The Project – A discrete sub-portion of the element
Level VI	The Control Account – A contractual commitment. An example would be a Construction Authorization
Level V	The Work Package - A summarization of construction work with a parent relationship to detail activity and a child relationship to a Construction Authorization. Work packages represent the physical parts of a facility and are characterized by their function without identifying the products that compose them. The Uniformat™ method of construction coding combined with a logical breakdown of the facility into work areas or phases forms the basis for defining and describing work packages. Work packages are further defined by not exceeding 100 workdays to install.

- (5) The EPMS comprises the following software applications:

- (A) Cost estimating – Success
- (B) Scheduling – Primavera P6
- (C) Contract & Field Administration – Contract Manager
- (D) Payment Application– On Line Invoice System (OLIS – Issued, free of charge, by the Construction Manager)

The Contractor is required to procure sufficient licenses and maintenance agreements with these software vendors and provide the hardware and networked infrastructure to enable the seamless

integration of the Contractor's information with that of the Owner. The Contractor's network shall meet the Information Technology (IT) standards as directed by the Owner.

- (6) The EPMS shall be described in terms of the following major tasks:
  - (A) Narrative Reporting on a monthly basis
  - (B) Schedule Control
  - (C) Cost Control
  - (D) Estimate Preparation
  - (E) Payment Application
  - (F) Contract and Field Administration
  - (G) Document Management

#### 2.1.2 **NARRATIVE REPORTS**

- (1) The Contractor shall prepare written reports as required by this Agreement. All reports shall be in 8 1/2" X 11" format and must be transmitted in electronic and hard copy form.
- (2) The Narrative Reports shall include the following:
  - (A) A Monthly Executive Summary (including progress photographs) providing an overview of current issues and pending decisions, future developments, expected achievements, and any problems or delays.
  - (B) A Monthly Cost Narrative describing the current status of the incurred costs against the Construction Budget, the CGMP and/or the GMP, the estimated Cost of the Work at completion, and the Construction Contingency.
  - (C) A Monthly Scheduling Narrative summarizing the current status of the CGMP Schedule and the Project Schedule. This report shall include an analysis of the various project schedules, a description of the critical path, and other analyses necessary to compare planned performance with the project's actual performance.
  - (D) A Monthly Accounting Narrative describing the current cost and payment status of the entire project. This report shall relate

current encumbrances and expenditures to budget allocations.

- (E) A Monthly Construction Progress Report, during the construction phase, summarizing the Work of the various Subcontractors. This report shall include information from the weekly job site meetings, such as general conditions, long lead supplies, current deliveries, safety and labor relations programs, permits, construction problems and recommendations, and plans for the succeeding month.
  - (F) Other reports set forth and required in the EPMS.
  - (G) A Daily Construction Diary, during the construction phase, describing events and conditions for each Component.
- (3) The reports outlined in subsections (2)(A) through (F) above shall be submitted monthly during the construction for each Component of the Project and shall be current through the end of the preceding month. Copies shall be transmitted to the Owner, the Owner's Representative, the Construction Manager, the Architect-Engineer, and others designated by the Project Director, or his designee, with the monthly pay requisition.
  - (4) The report outlined in subsection (2)(G) above shall be maintained at the site available to the Owner, Owner's Representative, Construction Manager and Architect-Engineer. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the Project.

2.1.3 **Schedule Control - Execution Baseline Schedule** – Within 45 calendar days after the date of the Owner's issuance of the Notice to Proceed with Pre-Construction Services, the Contractor in cooperation with the Construction Team shall submit an Execution Baseline Schedule for the Project. The Execution Baseline Schedule shall indicate a detailed work plan, at the Component level, the submission of proposed CGMPs, the submission of the GMP proposal and shall serve as the framework for subsequent development of all Component and GMP Baseline Schedules. Once reviewed and approved by the Owner's Representative, the Execution Baseline Schedule shall become the Project Schedule and a Contract Document incorporated by reference herein. The Project Schedule shall be updated monthly by the Contractor throughout the Project. The Contractor shall meet all requirements of the Program's Scheduling Specification set forth in **Exhibit G**.

2.1.4 **Cost Control Report** – The initial Cost Control Report shall be prepared within 45 calendar days after the date of the Owner's issuance of the Notice to Proceed with Pre-Construction Services for the Enabling Phase. The Cost Control Report shall provide sufficient data and detail to permit the

Construction Team to control and adjust the Project requirements, needs, materials, equipment, and systems by H-JDP approved Work Breakdown Structure (WBS) from Project, Construction Authorization, Work Package to lower level, so that construction will be completed at a cost which will not exceed the GMP. The Cost Control Report shall be broken down at the highest level into the Pre-Construction Services for the Enabling Work and the Construction Services for the Enabling Work. The Cost Control Report shall include the Construction Budget which shall include all Contractor's Scope Clarifications and Assumptions and be based upon a quantitative materials take-off, where possible, with the current local cost for each trade by Trade Package for the Construction Services for the Enabling Work. The Contractor shall procure and utilize Success software to prepare the Construction Budget, which will be configured in accordance with the Owner's Representative's instruction, for the development and electronic submittal of estimates. The estimate to be prepared will be used as the control budget and compared against the CGMPs, GMP and any subsequent changes. All estimates shall comply with H-JDP Policy and Procedure for estimates. Once the Construction Budget is submitted and approved, it shall be attached to this Agreement as **Exhibit E** and become and part of this Agreement.

Thereafter, the entire Cost Control Report shall be updated monthly. Also, the cost control report shall enable the Construction Team to plan effectively and to monitor and control Project funds available, cash flow, costs, change orders, payments, and other major financial factors by comparison of budget, estimate, total commitment, amounts invoiced, and amounts payable. The reports shall include, but not limited to, the following.

- (1) **A Costs Status Report** shall present the budget at completion (BAC), earned value (EV), actual cost of work performed (ACWP), estimate to complete (ETC), and base commitment (awarded Subcontracts and Purchase Orders) for any given CGMP or the GMP. It shall show approved change orders and/or miscellaneous modifications for each Subcontract, the CGMP or the GMP. Pending change orders shall be shown to produce the total estimated probable cost to complete the Work.
- (2) **A Payment Status Report** shall show the value in place (both current and cumulative), the amount invoiced (both current and cumulative), the retained, the amount payable (both current and cumulative), and the balance remaining. A summary of this report shall accompany each pay request.
- (3) **A Detailed Cost Trending Report** shall show the complete activity history of each item in the Project work breakdown structure. It shall include the budget, estimate, and base commitment figures for each Subcontract. It shall give the change order and miscellaneous

modification history, including change order numbers, description, proposed and approved dates, and the proposed and approved dollar amounts. It also shall show all pending or rejected change orders to this Agreement.

- (4) **A Cash Flow Diagram** shall show the projected accumulation of cash flow based on service period. Cash flow projections shall be generated for anticipated monthly cost as well as cumulative cost incurred to-date.
- (5) **Other Submittals.** Other Submittals shall include a Certified Payroll Report, Material Receipt Record and Equipment Utilization Record.

2.1.5 **Payment Application** – The Contractor shall utilize OLIS, the On Line Invoice System developed by the Owner to manage the payment process for all service providers.

2.1.6 **Contract & Field Administration** - The Contractor shall procure and utilize Contract Manager software, which will be configured in accordance with the Owner's Representative's instruction, for, at a minimum, tracking and logging the following:

- (1) Correspondence
- (2) Transmittals
- (3) Meeting Minutes
- (4) Issues
- (5) RFIs
- (6) Changes
- (7) Quality Assurance Inspection and Non-Compliance Reports
- (8) Safety Assurance Inspection and Non-Compliance Reports
- (9) Submittals
- (10) Punch Lists
- (11) Daily/Weekly/Monthly Reports

2.1.7 **Document Management** - The following must be adhered to ensure effective and efficient tracking of documents. All participants will be held accountable for their compliance to the established procedures. Violations will be entered as Non-Conformance in Contract Manager for appropriate management action.

- (1) All documents processed must at a minimum include the Project number, WBS number, description, subject, document date, document type (including, but not limited to, drawings, specifications, letters, memos, E-mails, meeting minutes, procedures, reports, reviews, contracts, estimates, schedules, submittals, transmittals, RFIs), to and from parties.
- (2) H-JDP Document Control must be included on the distribution of all H-

JDP related documents.

- (3) E-mails that contain or transmit H-JDP information or documents must identify the Project title in the subject or body of the e-mail.
- (4) The Contractor will utilize appropriate transmittal forms when forwarding documents to Document Control for Central Repository storage or distribution.

2.2 **PRE-CONSTRUCTION, DESIGN REVIEW AND RECOMMENDATIONS.** The Pre-Construction phase of the Project shall commence upon the issuance of a Notice to Proceed from the Owner. The Pre-Construction Services, include, but are not limited to, the following services and the services required pursuant to Sections 2.1.3 and 2.1.4 of this Agreement:

2.2.1 **Project Review and Recommendations.** - The Contractor shall familiarize itself thoroughly with the Project's Construction Documents. It shall make recommendations for the selection of systems and materials, and cost reducing alternatives, including assistance to the Architect-Engineer, and the Owner's Representative in evaluating alternative comparisons versus long term cost effects. The evaluation shall detail the benefits of the speed of erection and early Project completion. The Contractor shall also review the phasing plan contained in the Contract Documents and propose any changes to the phasing plan that it believes are need or that would reduce the construction time. The Contractor shall also provide an alternate phasing plan if constraints that limited the potential phasing of the Project's construction, such as the availability of gates, are eliminated. It shall furnish pertinent information on the availability of materials and labor that will be required. It shall submit to the Owner's Representative and the Architect-Engineer comments concerning construction feasibility and practicality. It shall immediately provide written notice to the Project Director, or his designee, the Owner's Representative and the Architect-Engineer of any apparent defects in the design, drawings and specifications, or other documents discovered by the Contractor. Contractor's review is made in the capacity as a Contractor and not as a licensed design professional. It is not the intent of this Agreement and therefore nothing in this section or any other provision of the Contract Documents shall be construed to create any liability or responsibility on behalf of the Contractor with respect to the Project's design.

2.2.2 **Construction Document Review Reports.**

- (1) Within 30 calendar days after receiving the Construction Documents, the Contractor shall perform and complete the review. Promptly after the review's completion, the Contractor shall submit to the Project Director, or his designee, with copies to the Owner's Representative and Architect-Engineer, a written report covering suggestions or

recommendations it may deem appropriate, any comments it may deem to be appropriate with respect to separating the Work into separate Trade Packages, any changes in the design to facilitate quicker or less expensive construction, proposed alternative materials, value engineering proposals and all comments called for under Section 2.2.5.

2.2.3 **Long Lead Procurements** - The Contractor shall review the design identifying long lead procurement items (machinery, equipment, materials, and supplies). When each item is identified, the Contractor shall notify the Owner's Representative of the required procurement and its schedule. Such information shall be included in the Trade Packages and made a part of all affected Subcontracts. The Contractor shall prepare solicitations for Trade Packages upon approval. The Contractor shall keep itself informed on the progress of the respective Subcontractors or Suppliers manufacturing or fabricating such items and advise the Owner's Representative of any problems or prospective delay in delivery.

2.2.4 **Packaging of the Work** - The Contractor shall review the design with the Architect-Engineer and Owner's Representative and make recommendations with respect to dividing the Work in such a manner that will permit the Contractor to solicit Trade Packages and to award Subcontracts and/or Supply Agreements to maintain the Project Schedule. The Contractor shall submit its recommended packaging of the Work to the Owner for its review and approval. The Contractor shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, safety, total time for completion, construction market conditions, availability of labor and materials, community relations, local participation, diversity of work force and any other factors pertinent to saving time and cost by the early release of Trade Packages.

2.2.5 **Interfacing**

- (1) The Contractor is responsible for all Work performed by Subcontractors or through Supply Agreements for procurement of equipment, materials or long lead items. All General Condition requirements shall be performed without duplication or overlap. Particular attention shall be given to provide that each Trade Package clearly identifies the Work required, its schedule for start and completion, and its relationship to the other Work.
- (2) Without assuming any professional design responsibilities of the Architect-Engineer, the Contractor shall notify the Owner's Representative of any apparent omissions, lack of coordination or correlation between drawings, and any other deficiencies that it discloses, in order that the Owner's Representative and the Architect-Engineer may timely arrange for any necessary corrections.

## 2.2.6 Job-Site Facilities

- (1) The Contractor shall arrange for all Job-Site Facilities necessary to enable the Contractor, the Owner's Representative, Construction Manager, and the Architect-Engineer to perform their respective duties in the management, inspection, and supervision of the Work. The Owner will provide land for the trailer compound at no cost. The Owner will provide a parking area. Contractor will provide transportation from the parking area to the trailers and job site.
- (2) The Contractor will provide a separate trailer within the trailer compound site, capable of supporting up to 6 people, for the sole use of the Owner, Owner's Representative, Construction Manager and Architect-Engineer. The facility shall include all leases, utilities, furniture, maintenance, telephones/ local service, sanitary facilities, office equipment and high-speed Internet service to support these personnel, similar to Contractor's trailers. The facility will have a minimum of 2 private offices, "bull pen" area and a 350 square foot conference room. The final layout of the facility will be approved by the Owner's Representative prior to mobilization of the same.
- (3) Tangible personal property, otherwise referred to as Job-Site Facilities, include but are not limited to, such things as trailers, furniture, supplies, toilets, typewriters, computers, copiers, phones, on-site communications, and any other equipment necessary to carry on the Project. The method of acquiring such Job-Site Facilities, which if purchased will become the Owner's property at the Project's conclusion, shall be evaluated based on cost over the Project's life. Owning versus leasing shall be considered by the Contractor by obtaining at least three (3) proposals for leasing and at least three (3) proposals for purchasing and then analyzing which is least expensive method over the item's usage life. The Contractor shall present its evaluation with recommendations to the Owner's Representative for approval.
- (4) When the Contractor wishes to supply Job-Site Facilities from its own equipment pool, it shall first evaluate buy versus lease as discussed in the Section above. If leasing is found to be the least expensive approach, then it may lease such Job-Site Facilities from its own equipment pool at a price not greater than the lowest of the three (3) lease proposals obtained.
- (5) For all such Job-Site Facilities purchased which will become the Owner's property at the Project's conclusion, the Contractor shall maintain ownership responsibilities of such facilities until the Project's

conclusion. At the Project's conclusion, the Contractor shall provide the Owner with a complete inventory of each unit of equipment. The inventory shall describe the equipment and identify the purchase price, serial number, model number, and condition. Where said equipment has a title, its title shall be properly transferred to the Owner or to its designee.

- (6) The Contractor is responsible for proper care and maintenance of all Job-Site Facilities while in its control. At the time of transfer to the Owner, the Owner may refuse acceptance of the Job-Site Facilities if the Owner determines, in its sole discretion, that it has not been properly cared for by the Contractor or that such acquisition would not otherwise be in the best interest of the Owner.

2.2.7 **Temporary Enclosures and Protection** - The Contractor shall plan or design adequate temporary enclosures or other protection in order to assure the Work's orderly progress and protection of all materials, airport facilities, airport customers or worker while construction progresses.

2.2.8 **Project Manual**

- (1) Upon receipt of the Notice to Proceed with Pre-Construction Services, the Contractor, in coordination with the Owner's Representative, Construction Manager and Architect-Engineer, shall develop a comprehensive Project Manual describing the services set forth in this Contract. This manual shall provide a plan for the control, direction, coordination, and evaluation of Work performed throughout the Project, including identification of Key personnel, the responsibilities of Contractor, Owner, Owner's Representative, Construction Manager and Architect-Engineer, work flow diagrams, and strategy for packaging the Work, including a diversity plan. The strategy for packaging the Work shall be devised in coordination with the Project Director or his designee. The Project Manual shall be submitted by the Contractor to the Owner's Representative for approval within forty-five (45) days of the issuance of the Notice to Proceed. The Project Manual shall be updated as necessary throughout the design, construction, and Owner occupancy phases. Once approved by the Owner, the Project Manual and any updates shall be submitted to the Owner's Representative for approval. Once approved, the Project Manual is hereby incorporated by reference into this Agreement.
- (2) **Contents of Project Manual** – The Contractor shall prepare Project Manuals for the Work. The Project Manual shall describe in detail the procedures for executing the Work and the organizations participating. The Project Manual shall include as a minimum the following sections:

- (A) **Phase Definition** - The known characteristics of the phase shall be described in general terms which will provide a basic understanding of the entire Project or applicable Component.
- (B) **Phase Goals** - The phase's Schedule, Construction Budget, physical, technical, safety, diversity and other objectives shall be defined.
- (C) **Phase Strategy** - A narrative description of the phase's delivery methods that will be utilized to accomplish the phase's goals and strategy.
- (D) **Phase Work Plan** - A matrix display of the program of Work to be performed by the Contractor, the Architect-Engineer, the Construction Manager, the Owner's Representative and the Owner during the phase.
- (E) **Procurement Plan** - The Contractor shall prepare a proposed Procurement Plan which shall provide, at a minimum, how the Contractor will meet the Owner's EBO and OCIP requirements, any variances that will be needed, including the use of non-eligible bidders, the use of Joint Venture requirements and how the Work will be packaged, including the estimated cost of the package. The Owner's EBO requirements are attached hereto as **Appendix A** and the OCIP requirements are attached hereto as **Exhibit D**.
- (F) **Safety Plan** - The Contractor shall create a Safety Plan acceptable to the Owner and Construction Manager that meets or exceeds all requirements of **Exhibit D**.
- (G) **Phase Organization** - A summary organization chart showing the interrelationships among the Owner, the Owner's Representative, the Construction Manager, the Contractor, the Architect-Engineer, the Airlines, the FAA, the DOA Operations, the utility companies, environmental protection agencies and other supporting organizations, and permitting review agencies. Detailed charts showing all entities participating in the phase shall be included.
- (H) **Responsibility Performance Chart** - A detailed matrix showing the specific responsibilities and interrelationships of the Owner, the Owner's Representative, the Construction Manager, the Architect-Engineer, and Contractor. The Responsibility Performance Chart shall indicate major responsibility, and minor responsibility, for each specific task required to deliver the

phase. The Contractor shall develop a chart for its staff, and also for the personnel of the Owner, the Owner's Representative, the Construction Manager and the Architect-Engineer from data supplied by them. The Contractor shall submit the Responsibility Performance Chart to the Owner for the Owner's review and approval.

- (I) **Written Procedures** - The Contractor shall provide written procedures for communications and coordination required among Construction Team members throughout the Phase. Procedures shall cover such matters as correspondence, minutes, reports, inspections, team meetings, technical reviews, design reviews, Applications for Payment, changes, Claims and Disputes, and other necessary communications and shall be consistent with the established H-JDP Policy and Procedures.

2.3 **CONSTRUCTION PHASE.** The Construction Services inclusive of enabling work shall include, but are not limited to, the following:

- 2.3.1 **Contractor's Staff** - The Contractor shall maintain sufficient off-site support staff, and competent full time staff at the Project site authorized to act on behalf of the Contractor to coordinate, inspect, and provide general direction of the Work and to manage the progress of the Subcontractors. It shall provide no less than those personnel during the respective phases of construction that are set forth in **Exhibit H** to this Agreement which is attached hereto and incorporated by reference herein. It shall not change any of personnel listed in **Exhibit H** unless mutually agreed to by the Owner's Representative and the Contractor. In such case, the Owner's Representative has the right to approve any replacement personnel. Such approval will not be unreasonably withheld.
- 2.3.2 **Lines of Authority** - The Contractor shall establish and maintain lines of authority for its personnel, and shall provide its information to the Owner's Representative and all other affected parties, such as inspectors, Subcontractors, the Construction Manager, the Architect-Engineer, and the utility companies, as needed. The Contractor shall provide the Work's general direction and oversight of the Subcontractors. The Owner's Representative, Construction Manager and the Architect-Engineer may attend meetings between the Contractor and its Subcontractors; however, such attendance shall not diminish either the authority or responsibility of the Contractor to manage its Subcontractors.
- 2.3.3 **Schedule and Project Manual Provisions** - The Contractor shall provide Subcontractors and the Owner's Representative, the Construction Manager, and the Architect-Engineer with copies of the Project Manual developed and updated as required by Section 2.2.8 and expanded for the Construction Phase upon the agreement of a CGMP, incorporating each Subcontractor's or

Supplier's milestones, their beginning and finishing dates, their respective responsibilities for performance, and the relationships of their Work to other Subcontractors and Suppliers. The Contractor shall continue to provide current scheduling information, direction, and coordination regarding milestones, beginning and finishing dates, performance responsibilities, and the relationships of the other portions of the Work being performed by other Subcontractors and Suppliers to enable them to perform their respective tasks so that the construction progresses in conformance with the Project schedule. The Project schedule shall include all phases of the construction Work, material supplies, long lead procurement, approval of shop drawings, change orders in progress, schedules for change orders, and performance testing requirements. The Contractor shall advise the Owner's Representative, the Construction Manager and the Architect-Engineer of their required participation in any meeting or inspection giving each at least one (1) week's notice unless such notice is made impossible by conditions beyond its control. The Contractor shall hold job-site meetings weekly with the Construction Team and Construction Manager at least once each week with the Subcontractors and the Architect-Engineer's field representative, or more frequently as required by the Work's progress, to review progress, discuss problems and their solutions, and coordinate future Work with all Subcontractors.

- 2.3.4 **Bonds** - The Contractor shall provide to the Owner's Representative, on forms furnished by the Owner, which are attached hereto as **Exhibits I-1** and **I-2** and incorporated by reference herein, a Performance Bond and a Payment Bond each in an amount equal to the CGMP immediately upon the receipt of a Construction Authorization for a Component and prior to entering into any Subcontracts or Supply Agreements for Work contained in the Component. The bonds penal sum shall be increased to the amount of the GMP when the GMP is accepted.

The Bonds must be issued by a Surety that shall comply with the following provisions:

- (1). The Surety Company shall have a currently valid Certificate of Authority, issued by the State of Georgia, Department of Insurance, authorizing it to write surety bonds in the State of Georgia.
- (2). The Surety Company shall have currently valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title 31 of the United States Code.
- (3). The Surety Company shall be in full compliance with the provisions of the Georgia Insurance Code.
- (4). The Surety Company shall have at least twice the minimum surplus and capital required by the Georgia Insurance Code.

- (5). The Surety Company also shall comply with the following provisions:
- (A). The Surety Company shall have at least an "A-CLASS VII" rating in the latest issue of Best's Key Rating Guide.
  - (B). If the surety for any bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Georgia, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) calendar days thereafter, substitute another bond and surety, both of which shall be subject to the Owner's approval. Failure to substitute timely said bond and surety in a timely manner shall result in the termination of this Agreement.

2.3.5 **Quality Control Plan** – The Contractor shall develop and maintain a Quality Control Plan, as set forth in **Exhibit N** acceptable to the Owner, to assure construction quality control. It shall supervise the Work of all Subcontractors providing instructions to each when their Work does not conform to the requirements of the Contract Documents, and it shall ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work. Should disagreement occur between the Contractor and the Owner's Representative, Construction Manager, or Architect-Engineer over acceptability of the Work and conformance with the requirements of the Contract Documents, the Owner shall be the final judge of such performance and acceptability.

2.3.6 **Subcontractor Interfacing** - The Contractor shall be the single point of interface with all Subcontractors. The Subcontractors shall not interface directly with the Architect/Engineer, Owner's Representative, Construction Manager or the Owner. The Contractor shall negotiate all change orders, field orders, and requests for proposals, with all affected Subcontractors, shall review the costs of those proposals, and shall advise the Owner's Representative, Construction Manager and the Architect-Engineer of their validity and reasonableness, acting in the Owner's best interest prior to requesting approval of each change order from the Owner. Before any Subcontract Work is commenced on any Subcontractor change order for which the Contractor seeks an increase in a CGMP or GMP, a written authorization from the Owner's Representative shall be issued to the Contractor, in accordance with Article 10 of this Agreement. However, when public health and safety are threatened, the Contractor shall act immediately to remove the threat to health and safety. The Contractor shall carefully review all shop drawings and then forward the same to the Owner's Representative for review and action. The Contractor shall request the Architect-Engineer to make interpretations of the Construction Documents requested of it by the Subcontractors and shall maintain a suspense control system to promote timely response. The Architect-Engineer will transmit such

interpretations back to the Owner's Representative who will then issue the shop drawings to the Contractor who will then distribute them to the affected Subcontractor for fabrication or revision. The Contractor shall advise the Owner's Representative when a timely response is not occurring on any of the above.

2.3.7 **Permits** - The Contractor shall secure all necessary building permits and all necessary utility connection permits and fees, the cost of which will be considered a Cost of the Work.

2.3.8 **Job Site Requirements.** The Contractor shall provide or procure the following activities or services as part of its Construction Phase services:

- (1). Maintain a log of daily activities, including manpower records, weather, delays, major decisions, and important events and milestones.
- (2). Maintain a roster of subcontractors and suppliers on the Project with names and telephone numbers of key personnel.
- (3). Establish and enforce job rules governing parking, clean-up, use of facilities, and worker discipline.
- (4). Provide labor relations management for a harmonious, productive Project.
- (5). Provide a safety program for the Project in accordance with its approved Safety Plan. Monitor for Subcontractor compliance without relieving them of responsibilities to perform the Work in accordance with the best acceptable practices, which are attached hereto as **Exhibit D** and incorporated by reference herein.
- (6). Provide a quality control program as developed under Section 2.3.5 hereinabove.
- (7). Monitor miscellaneous office supplies and other costs and expenses that support the construction efforts, which are consumed by its own forces.
- (8). Procure and schedule the services of independent testing laboratories, notification of the Owner of scheduled testing and provide the necessary testing of materials to ensure conformance to Contract Documents. Test results shall be made available to Owner or designated representative for Quality Assurance review.
- (9). Print and distribute all required Trade Packages and shop drawings, including any sets required by any applicable inspectors.

2.3.9 **Job Site Administration** - The Contractor shall provide the staff set forth in **Exhibit H** to perform all administrative functions to assure proper management and documentation of the Work, including but not limited to such things as the following:

- (1) **Job Meetings** - Hold weekly progress and coordination meetings to provide for an easy flow of Project information. Implement procedures to assure timely submittals, expedite processing approvals and return of shop drawings, samples, and information. Coordinate and expedite critical ordering, including delivery of materials, work sequences, inspection and testing, labor allocation, punch list and closeout. Review and coordinate each Subcontractor's work. Review and implement revisions to the schedule. Monitor and promote safety requirements. Monitor, track and report on achievement of diversity performance goals on Subcontract's Work.

Use the job site meeting as a tool for work preplanning, for enforcing schedules, and for establishing procedures, responsibilities, and lines of authority.

At the weekly progress meetings, identify the party or parties responsible for follow up on any problems, delay items, or questions, and recording courses for solution. Revisit any pending item at each subsequent meeting until resolution is achieved. Contractor will request at each meeting that all staff and Subcontractors notify it of any problems or delaying events currently existing or anticipated. The Construction Team will present an appropriate resolution on a timely basis.

For all weekly progress meetings, the Contractor shall prepare and distribute meeting minutes for review and comment prior to the next scheduled meeting.

- (2) **Shop Drawing Submittals/Approvals** - Provide staff to check shop drawings and to implement procedures for submittal and transmittal to the Owner's Representative of shop drawings for action, and monitor their submittal and approval process.
- (3) **Material and Equipment Expediting** - Provide staff to monitor material and equipment deliveries, and Supplier commitments to the Contractor and Subcontractors.
- (4) **Payments to Subcontractors** - Develop and implement a procedure for review, processing, and payment of applications for progress and final payments by subcontractors.

- (5) **Document Interpretation** - Refer all questions for interpretation of the Construction Documents prepared by the Architect-Engineer to the Owner's Representative.
- (6) **Reports and Project Site Documents** - Record the Project's progress. Submit written progress reports to the Owner's Representative, including information on each Subcontractor's Work, and the percentage of completion. Keep a daily log available to the Owner, the Owner's Representative, the Construction Manager, the Architect-Engineer, and the inspectors.
- (7) **Subcontractor's Progress** - Prepare periodic punch lists for each Subcontractor's Work, including unsatisfactory or incomplete items and schedules for their completion.
- (8) **Substantial Completion** - Ascertain when the Work or designated portions thereof are ready for the Owner's Substantial Completion inspection. Provide required regulatory or permit authority acceptance documentation for Owner's review at inspection. From the list of incomplete or unsatisfactory items, prepare a completion schedule indicating completion dates for the Owner's Representative's review. The Owner will issue a Certificate of Substantial Completion, if the Work is deemed to be substantially complete.
- (9) **Final Completion** - Monitor the Subcontractor's performance on the completion of each portion of the Project and provide notice to the Owner, the Owner's Representative, the Construction Manager and Architect-Engineer that the Work is ready for final inspection.
- (10) **Start-Up** - At the discretion of the Owner and the Owner's Representative, direct the checkout of the Project's utilities, operations, systems, and equipment for operational readiness and assist in their initial start-up and testing by trade.
- (11) **As Built Drawings** - During the Work's progress, require the plumbing, air conditioning, heating, ventilating, elevator, and electrical Subcontractors to record on their field sets of drawings the exact locations, as installed, of all conduit, pipe, and duct lines, whether concealed or exposed, which were otherwise not installed exactly as shown on the Contract Drawings. The Contractor also shall record all drawing revisions that have been authorized by change order that affect wall or partition locations, door and window locations, and other template changes. The exact routing of conduit runs shall be shown on these drawings.

Each drawing shall be noted "As Built" and shall bear the date and name of the Subcontractors that performed the work. CAD files of record drawings shall be updated by the Contractor to reflect their "As Built" condition. These drawings also shall be provided in the portable document format (PDF). Where the Work was installed exactly as shown on the Construction Documents, the sheets shall not be disturbed except as noted above.

The Contractor shall review the completed "As-Built" drawings and ascertain that all data furnished on the drawings are accurate and truly represent the Work as it was actually installed. When manholes, boxes, underground conduits, plumbing, hot or chilled water lines, inverts, etc. are involved as part of the Work; the Contractor shall furnish true elevations and locations, all properly referenced by using the original bench mark used for the Project

2.3.10 **Administrative Records** - The Contractor will maintain at the job site, on a current basis, files and records, such as, but not limited to, the following:

- (1) Subcontracts or Purchase Orders
- (2) Shop Drawing Submittal/Approval Logs
- (3) Equipment Purchase/Delivery Logs
- (4) Contract Drawings and Specifications with Addenda
- (5) Warranties and Guarantees
- (6) Cost Accounting Records:
- (7) Labor Costs
- (8) Material Costs
- (9) Subcontractor Payment Exception Report
- (10) Equipment Costs
- (11) Cost Proposal Requests
- (12) Payment Request Records
- (13) Meeting Minutes
- (14) Cost Estimates
- (15) Bulletin Quotations
- (16) Lab Test Reports
- (17) Insurance Certificates and Bonds
- (18) Contract Changes
- (19) Purchase Orders
- (20) Material Purchase Delivery Logs
- (21) Technical Standards
- (22) "As-Built" Marked Prints (in electronic format as directed by the Project Director)
- (23) Operating & Maintenance Instruction
- (24) Daily Progress Reports
- (25) Monthly Progress Reports
- (26) Correspondence Files

- (27) Transmittal Records
- (28) Inspection Reports
- (29) Bid/Award Information
- (30) Bid Analysis and Negotiations
- (31) Punch Lists
- (32) Schedule and Updates
- (33) Project Manual

These Project records shall be available at all times to the Owner, the Owner's Representative, the Construction Manager and the Architect-Engineer for reference or review.

2.3.11 **Owner Occupancy** - Contractor shall provide services during the construction phases for a smooth and successful Owner occupancy of the Project, including consultation and construction management and transitional services to get the Work "on line" in such condition as will satisfy the Owner's operational requirements.

- (1) The Contractor shall conduct the preliminary punch list inspection and coordinate the completion of all punch list work with minimal impact to the Owner's occupancy.
- (2) The Contractor shall catalog equipment operational and maintenance requirements for the Owner's maintenance personnel and convey these to the Owner in a useful manner. The Contractor shall provide operational training to the Owner's personnel for all equipment incorporated into the Work.
- (3) The Contractor shall secure all required and necessary guarantees and warranties, assemble, and deliver same to the Owner in a manner that will facilitate their maximum enforcement and assure their meaningful implementation.
- (4) The Contractor shall continuously review "As-Built" Drawings and mark up progress prints to provide as much accuracy as possible on the "As-Built" Drawings.

2.3.12 **Warranty** – The Contractor shall warrant that the Work and all materials and equipment included in such Work is new, except where indicated otherwise in the Contract Documents, and that such Work is of good quality, free from improper workmanship and defective materials, and was built in conformance with the Contract Documents. The Contractor agrees to correct all Work found by the Owner to be defective in material and workmanship or not in conformance with the Contract Documents for a period of one (1) year, from the date Substantial Completion is achieved for the entire Project or for such longer periods of time as may be set forth with respect to specific warranties

contained in the Contract Documents. The Contractor shall collect and deliver to the Owner any specific written warranties given by others as required by the Contract Documents. Also, the Contractor shall conduct, jointly with the Owner, the Owner's Representative, the Construction Manager and the Architect-Engineer, a warranty inspection nine (9) months after the date of Owner Occupancy.

2.3.13 **Owner Direct Purchases** – The Owner reserves the right to purchase directly certain construction materials from material suppliers for this Project. Any materials purchased by the Owner shall be referred to as the "Owner Direct Purchases", and the responsibilities of both the Owner and the Contractor for such Owner Direct Purchases will be established at the time of the Owner's Purchase.

2.3.14 **Owner Required Sole Source and Brand Name Purchase** – The Owner reserves the right to identify and require the use of certain sole source and brand name products to support construction of the Project. The Contractor shall comply with all required and approved sole source or brand name purchase instructions.

2.3.15 **Owner's Right To Perform Construction And To Award Separate Contracts** - The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation.

- (1) The Contractor shall cooperate with Owner and Owner's other contractors and coordinate its Work activities with the other contractor or Contractor. The Contractor shall participate with other separate Contractors or contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the Project or Component Schedule deemed necessary after a joint review and mutual agreement.
- (2) The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- (3) If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner's Representative apparent discrepancies

or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

- (4) The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a separate contractor because of delays, improperly timed activities or defective construction of the Contractor.

### ARTICLE 3 OWNER'S RESPONSIBILITIES

- 3.1 **Owner's Information** - The Owner shall provide information it deems necessary regarding its requirements, knowledge, Program and contractual and financial arrangements for the Project.
- 3.2 **Owner's Representative** - The Owner shall designate a representative who shall be fully acquainted with the Project and shall define the lines and extent of the Owner's Representative's authority over the Contractor.
- 3.3 **Architect and Engineer's Agreement** - The Owner retained an Architect-Engineer for design and to prepare Project Construction Documents.
- 3.4 **Site Survey and Reports** - The Owner shall furnish for the Project Owner's presently known surveys describing the physical characteristics, soil reports, subsurface investigations, legal limitations, utility locations, and a legal site description. The Owner specifically does not warrant or otherwise certify the accurateness of any physical characteristics, soil reports subsurface investigations, or utility locations provided to the Contractor.
- 3.5 **Approvals and Easements** - The Owner shall pay for necessary approvals, easements, assessments, and other charges required for the construction, use or occupancy of permanent structures, or for permanent changes in existing facilities.
- 3.6 **Legal Services** - The Owner shall furnish such legal services as may be necessary for providing the items set forth in Section 3.5 and such auditing services as it may require.
- 3.7 **Construction Documents** - The Contractor will be furnished with an electronic copy of all Construction Documents reasonably necessary for the Contractor to perform its services.
- 3.8 **Cost of Surveys & Reports** - The services, information, surveys, and reports required

by this Article shall be furnished at the Owner's expense with reasonable promptness in accordance with the approved Project schedule.

- 3.9 **Project Fault Defects** - If the Owner becomes aware of any fault or defect in the Project or non-conformance with the Contract Documents, it shall give prompt written notice to the Contractor and Architect-Engineer.
- 3.10 **Funding** - The Owner shall furnish reasonable evidence that sufficient funds will be available and committed for the cost of each Component of the Project. The Contractor shall not commence any Work, unless authorized by a Notice to Proceed by the Owner.
- 3.11 **Lines of Communication** - The Owner, the Owner's Representative, the Construction Manager and the Architect-Engineer shall to the maximum extent possible, communicate with the Subcontractors or Suppliers only through the Contractor.
- 3.12 **Lines of Authority** - The Owner shall establish and maintain lines of authority for its personnel and shall provide this information to the Contractor.
- 3.13 **Permitting & Code Inspections** - The Contractor shall apply for, secure and pay for all permits and governmental fees, licenses, inspections and bonds necessary for the proper construction, execution and completion of the Project, and so as to permit the Owner to occupy and use the Project, as required by the Contract Documents. The Owner shall cooperate with, and provide assistance, as necessary, to the Contractor so as to enable it to obtain such permits and licenses. The Contractor shall give all notices and comply with all laws, statutes, ordinances, rules, regulations and lawful orders of any public authority bearing on the performance of the Work. This does not include any impact fees for the Project.
- 3.14 **Shop Drawing Approval** - The Owner shall not be required to inspect or approve shop drawings, product data and samples. Any submittal of shop drawings, product data, and samples to the Owner is for information purposes only. Except for revisions made by the Architect-Engineer to the Shop Drawings during the review process, the approval of shop drawings, product data and samples shall not vary the requirements of the Construction Documents and the Contractor shall not be relieved from its obligations to comply with the Construction Documents by reason of any approval by the Architect-Engineer of shop drawings, product data, and samples. No portion of the Work requiring submission of shop drawings, product data or samples shall be commenced until the submittal has been reviewed and commented on in writing by the Architect-Engineer. The Contractor shall make any corrections or revisions that are in accordance with the Contract Documents and that are requested as a result of the Architect-Engineer's review, and shall resubmit the required number of corrected and revised copies of shop drawings, product data, or new samples. Resubmittal of shop drawings, product data, or new samples necessitated by required corrections or revisions that are in accordance with the Contract Documents shall not be a cause for an extension of any Milestones or an increase in the Contract Amount. All portions of

the Work requiring submission of shop drawings, product data, or samples shall be in accordance with only those submittals which have been reviewed and commented on by the Architect-Engineer and which, when necessary, have been corrected or revised as a result thereof.

#### **ARTICLE 4 PERMITTING AND INSPECTION**

The Contractor shall apply for and obtain a building permit, as required, to perform the Work of the Project. The Owner and governmental inspectors with authority over the Project will inspect the Work for code compliance, compliance with the Contract Documents, and quality. The building permitting and code inspection requirements shall be as described in Sections 4.1 through 4.2 hereinafter.

- 4.1 **Building Permits** - The Contractor shall provide the following information to the Owner and obtain approval from it prior to beginning construction:
- 4.1.1 Three (3) sets of documents, signed, sealed and dated by the Architect-Engineer and the Department of Aviation Director of Engineering, with all addenda enclosed with each set. These documents may be sent to the Owner prior to filing the Building Permit Application addressed in Section 4.1.2.
  - 4.1.2 A completed Building Permit Application Form.
- 4.2 **Compliance Inspections** – This Project requires detailed compliance inspections during construction in disciplines determined by the Owner or other jurisdictions/authorities. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing, and general building.
- 4.2.1 The Owner will provide inspection personnel. The Owner will provide names, addresses, and telephone numbers of the inspectors to the Contractor.
  - 4.2.2 The Contractor shall notify the appropriate inspector(s), no less than twenty-four (24) hours in advance, that the Work is ready for inspection and before the Work is covered or concealed. Work not inspected and approved prior to being covered shall be uncovered for inspection when directed by the Owner. All costs for uncovering and reconstruction shall be borne exclusively by the Contractor.
  - 4.2.3 All inspections shall be made for conformance with the applicable building codes, compliance with the Contract Documents, and quality.
  - 4.2.4 Cost for all re-inspections of the Work found defective and subsequently repaired shall be borne by the Contractor.

## ARTICLE 5 SUBCONTRACTS

- 5.1 The Contractor shall prepare a Proposed Procurement Plan for approval by Owner prior to award of any Subcontract. The Procurement Plan once approved by Owner will be the Approved Procurement Plan which will control the policies and procedures for soliciting and awarding Subcontracts and Purchase Orders. Contractor must issue solicitations for Trade Packages for procurement of all Work, including long lead items, materials, and other required services. Solicitations shall be prepared in accordance with the following guidelines:
- 5.1.1 The Contractor shall provide to the Owner and the Owner's Representative drafts of the proposed Subcontract forms for review and comment. The purpose of the review is to ensure that the Owner's requirements regarding indemnification, insurance, bonding requirements (or alternative methods of insurance such as Subgaurd, as approved by the Project Director), are contained in the Subcontracts. The Owner and Owner's Representative will review the Subcontracts and provide any additional language required to protect the Owner's rights and obligations.
- 5.1.2 Contracts over \$1,000 but not exceeding \$20,000 may be entered into by the Contractor with the firm which submits the lowest verbal quotation. The Contractor shall obtain a minimum of three (3) verbal quotations. These quotations shall be entered on a bid tabulation sheet, and a copy of such tabulation shall be sent to the Owner and Owner's Representative. The successful quotation shall be confirmed by written subcontract or purchase order defining the scope, cost, schedule and quality of Work to be provided.
- 5.1.3 Contracts exceeding \$20,000, but not exceeding \$500,000 may be entered into by the Contractor with the firm, which is qualified and submits the lowest responsive proposal. The Contractor shall advertise all Subcontract opportunities as set forth in the Approved Procurement Plan. The Approved Procurement Plan must require at least three (3) sealed written proposals or bids. The written proposals or bids shall all be opened by the Contractor at the location, date, and time named by the Contractor in the solicitation. A tabulation of the results shall be furnished to the Owner and Owner's Representative for approval or objection, which approval or objection will be provided within five (5) business days.
- 5.1.4 Contracts exceeding \$500,000 may be entered into by the Contractor with the firm that is qualified and submits the most advantageous proposal to the Contractor and the Owner. The Contractor shall advertise the pre-qualification or bidding opportunities and procedures for these solicitations in accordance with the Approved Procurement Plan. Subcontractors shall provide bids or proposals based on approved plans and specifications. Bids and proposals shall be received and opened by the Contractor at the location, date, and time

established in the advertisement. A tabulation of the results shall be furnished to the Owner and the Owner's Representative for approval or objection, which approval or objection will be provided within five (5) business days.

- 5.1.5 Individual purchases of materials or rentals or leases of equipment amounting to less than \$1,000 each may be made without bids or quotes when reasonably necessary to expedite the Work on the Project; however, the Contractor shall not divide or separate a procurement in order to avoid the requirements set forth above.
- 5.1.6 Site utilities may be acquired at market rates from the entity(ies) providing such in the area.
- 5.1.7 For each Subcontract exceeding \$500,000, the Contractor, unless waived by Owner, shall conduct a pre-bid conference with prospective Subcontractors, the Architect-Engineer, the Owner's Representative and the Construction Manager. In the event questions are raised, which require an interpretation of the Trade Package or otherwise indicate a need for clarification or correction of the solicitation, the Contractor shall transmit such questions to the Owner's Representative, and upon receiving clarification or correction in writing shall prepare an addendum to the Trade Package, and issue same to all prospective Subcontractors.
- 5.1.8 The Owner in its total discretion, may refuse to approve the use of any Subcontractor proposed by the Contractor pursuant to Sections 5.1.3 and 5.1.4 for any reason. However, if the Owner's refusal to approve a qualified Subcontractor causes the Contractor to propose another Subcontractor whose bid or proposed price is greater than the rejected Subcontractor, the Owner agrees to fund the difference in the costs from the Owner's Contingency. In addition, if the rejection of proposed Subcontractor causes an excusable delay to the Project in accordance with the Article 16 and **Exhibit J**, the Contract Time shall also be adjusted.
- 5.1.9 The Contractor shall be responsible to stimulate Subcontractor interest in the local market place, encourage competition, encourage local participation and require compliance with all diversity goals.

## 5.2 Solicitations

- 5.2.1 The Contractor shall request and receive bids and proposals from Subcontractors and Suppliers. The Contractor will provide the Owner's Representative with a copy of all bids and proposals received for approval, which approval or rejection will be provided within five (5) business days. The Contractor will award those Subcontracts after it has reviewed each proposal and is satisfied that it has selected the best Subcontractor who is qualified to perform the Work. The Contractor shall analyze all bids and provide an award

recommendation to the Owner's Representative. The Owner's Representative will review the award recommendation and object to the award, if at all, within five (5) business days of receipt of the award recommendation. If the Owner's Representative fails to object within five (5) business days, the Contractor is permitted to award the Subcontract to the entity it recommended and to enter into a pre-approved Subcontract. The Contractor will require each Subcontractor to comply with all of Owner's EBO requirements and to provide such proof to the Owner's Representative.

5.2.2 The Contractor shall establish a pre-qualification procedure for appropriate and necessary Trade Packages. The Contractor shall pre-qualify not less than three (3) Subcontractors per Trade Package.

5.2.3 Within forty-five (45) days prior to a request for the issuance of a Construction Authorization, the Contractor shall submit a written "Prospective Subcontractors Report" setting out its recommendations and information as to prospective Subcontractors for the Project, the CGMP and GMP, respectively.

5.2.4 The Contractor shall carry out an active program of stimulating interest of qualified Subcontractors in bidding on the Work and of familiarizing them with the Subcontract's requirements.

### 5.3 Required Subcontractors' Qualifications and Subcontract Conditions.

5.3.1 Subcontractual Relations - By an appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor by Contract Documents assumes toward the Owner. All Subcontracts shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with its Sub-Subcontractor.

5.3.2 The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of such documents available to its Sub-Subcontractors.

#### 5.3.3 Subcontract Requirements

- (1) The Contractor may require Subcontractors to provide a performance bond and labor and material payment bond (or use of an alternate

insurance in lieu of bonding such as Subguard), each in the amount payable under the Subcontract, from a surety company authorized to do business in the State of Georgia. Should the Contractor choose to require such payment and performance bonds from the Subcontractors the Contractor will insure that the Owner is named as a dual obligee on the bonds. The Contractor may utilize Subguard or another form of insurance for any Subcontractor in lieu of Subcontractor's bonds. If the Contractor wishes to award subcontracts to Subcontractors unable to supply this bonding, it may do so.

- (2) On all Subcontracts where the bid exceeds \$500,000.00, each Subcontractor must submit a completed experience questionnaire and financial statement on a form supplied by Contractor. The Subcontractor's financial condition must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the Subcontract.
- (3) Workforce - The Subcontractor must agree to perform no less than thirty (30%) of the Subcontract Work utilizing its own employees, unless waived in writing by the Owner.
- (4) Subcontractor Experience - The Subcontractor must have successfully completed no less than two (2) projects of similar size and complexity within the last five (5) years.
- (5) Supervision - The Subcontractor must agree to provide field (on-site) supervision through a named superintendent for each trade (general concrete forming and placement, masonry, mechanical, plumbing, electrical, and roofing) included in the Subcontract. In addition, the Subcontractor shall assign and name a qualified employee for supervising its Work. The Subcontractor's supervisory employees (including field superintendent, foreman, and schedulers at all levels) must have been employed in a supervisory (leadership) capacity of substantially equivalent level on a similar subcontract for at least two (2) years within the last five (5) years. The Subcontractor shall include a resume of experience for each employee identified by it to supervise and schedule its Work.
- (6) All Subcontracts shall provide:
  - (A). A provision limiting the subcontractors remedies for delays that includes the following:
    - (i) Subcontractor's exclusive remedy for delays in the performance of its Work caused by events beyond its control, including delays claimed to be caused by or

attributable to the Owner, the Owner's Representative, the Construction Manager, the Contractor or Architect-Engineer, including claims based on breach of contract or negligence, shall be an extension of contract time and costs equal to Subcontractor's actual increased cost of its field labor and equipment due to the delay. The Subcontractor shall not be entitled to recover any home office overhead or consequential damages. The Subcontract shall require the Subcontractor to expressly agree that the foregoing shall constitute the sole and exclusive remedies for delays and changes in the Work, and eliminate any other remedies for any claim for an increase in the Subcontract Amount, damages, losses, or additional compensation.

- (B). In the event of a change in the Work, the Subcontractor's claim for adjustments in the Subcontract Amount are limited exclusively to actual costs for such changes plus no more than fifteen percent (15%) for overhead, profit and bond costs. Such markup shall include the markup at every contracting level.
- (C). Each Subcontract shall require that any Subcontractor claims for delay or additional cost must be submitted to Contractor within the time and in the manner in which the Contractor must submit such claims to the Owner, and that failure to comply with the conditions for giving notice and submitting such claims shall result in their waiver.
- (D). Each Subcontract must include a waiver of consequential damages substantially similar to the waiver of consequential damages included in this Agreement.
- (E). The Subcontractor shall exert every reasonable and diligent effort to assure that all labor employed by it and its sub-subcontractors for the Work on the Project shall work in harmony with and be compatible with all other labor being used by other Contractors and Subcontractors now or hereafter on the site of the Project

5.4 **Responsibilities for Acts and Omissions** - The Contractor shall be responsible to the Owner for the acts and omissions of its employees, agents, Suppliers and Subcontractors and their agents and employees, and all other persons performing any of the Work or supplying materials under a contract to the Contractor.

5.5 **Subcontracts to be provided** - The Contractor shall provide a copy of each Subcontract to the Owner once it is fully executed.

**ARTICLE 6  
SCHEDULE, TIME OF COMMENCEMENT,  
AND SUBSTANTIAL COMPLETION**

- 6.1 At the time any CGMP or the GMP is approved, the approved CGMP or GMP proposal shall include a Schedule, including the Component's or Project's Substantial Completion, Final Completion and an Owner Occupancy Date. The Contractor agrees to complete the construction of the Component or Project in accordance with the agreed upon CGMP or GMP Schedule, Substantial Completion Date, Final Completion Date and Owner Occupancy Date. The Contractor acknowledges that failure to complete the Project or any Component within the construction time set forth in the approved schedules shall result in substantial damages to the Owner sufficient to justify the imposition of liquidated damages.
- 6.1.1 The Contractor shall pay the Owner, as liquidated damages, the sum specified in **Exhibit L, Milestones and Liquidated Damages**, per day for each and every calendar day of unexcused delay in achieving Substantial Completion of the Project beyond the Substantial Completion Date established for the Project or the sum specified in **Exhibit L** per day for each and every calendar day of unexcused delay in achieving Substantial Completion for any other milestone specified in **Exhibit L**. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at the time of executing this Agreement. Such liquidated damages shall apply regardless of whether the Contractor has been terminated by the Owner prior to Substantial Completion. The assessment of liquidated damages does not limit the Owner's recovery for personal injury or property damages arising from performance of the Work. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due to the Contractor an amount adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable as liquidated damages. The Contractor expressly and knowingly has bargained for and agrees that it may become liable for such liquidated damages for delay.
- 6.1.2 All limitations of time set forth herein are material and time is of the essence of the Agreement.
- 6.2 Owner Occupancy shall occur as described in Section 2.3.11 hereinabove. Warranties called for by this Agreement or the Contract Documents shall commence on the Date of Substantial Completion of the entire Project, unless otherwise agreed to in writing by the Owner.

**ARTICLE 7**  
**COMPONENT GUARANTEED MAXIMUM PRICE FOR CONSTRUCTION AND GUARANTEED**  
**MAXIMUM PRICE FOR CONSTRUCTION**

- 7.1 During the Pre-Construction services, the Contractor must submit for Owner's approval all proposed Components for the Project, and update the Project Schedule to include when the CGMP for each Component will be submitted to Owner for approval, when the Contractor will provide solicitations for Trade Packages for the Component, when construction will begin for the Component, when the Component will be Substantially Complete and Finally Complete and when Owner Occupancy will occur. Contractor shall comply with the Project Schedule, as may be amended in accordance with this Agreement.
- 7.2 Contractor shall include in each CGMP or GMP it submits a Contractor's Contingency Fund equal to four percent (4%) of the Cost of the Work for the proposed CGMP or GMP. Prior to using the funds in the Contractor's Contingency Fund, Contractor shall submit written notification to the Owner in advance. If the Owner believes the Contractor's use of the Contractor's Contingency Fund is inappropriate, the Owner shall notify the Contractor of such in writing, within three (3) business days of receipt of request. The term "Contractor's Contingency Fund" shall be set forth as a line item contained in a CGMP or the GMP. The use of the Contractor's Contingency Fund will be limited to the use of costs arising from: (1) costs arising for unanticipated events, including, for purpose of illustration, unanticipated local market labor or materials conditions, (2) estimating errors, including quantities, scope gaps and subcontractor pricing errors, (3) costs incurred as a result of defaults by bidders who submit bids to Contractor for Subcontracts or as a result of defaults by Subcontractors or Suppliers, (4) emergencies and repairs to damaged or nonconforming Work, (5) interfacing omissions between and from the various work components of the Contractor, (6) costs incurred by Contractor for corrective or warranty work performed by Contractor during the warranty period in excess of budgeted warranty funds, (7) costs associated with schedule impacts, acceleration or other costs not contemplated as a Cost of the Work item, (8) all costs incurred by Contractor as a result of defaults of Subcontractors or Suppliers, (9) all costs incurred in indemnifying the Owner, its Architect-Engineer, the Architect-Engineer's consultants, and any agents or employees of same to the extent required under this agreement, (10) costs incurred by Contractor to correct any work which is the subject of or which is affected by an Order of Condemnation or directives issued by the Architect-Engineer or Owner's Consultants, and (11) any item of actual cost (including but not limited to Subcontracts) to extent same exceeds the line item budget amount for said work in the estimated cost component of the CGMP or the GMP.
- 7.2.1 Contractor will act in good faith to review the amount of the Contractor's Contingency Fund at specific scheduled milestones, (for example: (1) substructure completion, (2) topping out of structure, (3) dry-in, etc.) as agreed to by Owner and Contractor and, if agreeable to Contractor, release such

portion of the contingency to Owner for its use with future scope modifications or as a reduction to the Overall Project Budget, provided, however, the Owner shall set aside that portion of Contractor's savings in a separate Owner contingency fund which will be available for Contractor's share of savings at project completion. Further, use of Contractor's Contingency Fund shall be limited as follows: (1) If a Subcontractor's work is defective or nonconforming, prior to Contractor's entitlement to use the Contingency to correct the work, Contractor will take all reasonable steps to have the Subcontractor repair the work at no additional cost and Contractor will take all reasonable steps to recover from the applicable Subcontractor or its insurer or surety, any amounts used from the Contingency to repair the work; and (2) Contractor is not entitled to use the Contingency for costs incurred as a result of Contractor's gross negligence or willful misconduct

7.3 **Allowances.** The Contractor, when approved in advance by the Owner, shall include work items as "allowances" in a CGMP or GMP when (a) the scope of the Work covered by the Allowance is not defined with enough specificity in the Drawings or Specifications to adequately price the Cost of the Work ("Scope Allowances") or (b) conditions will arise in the field that are known, but the quantities are too uncertain to adequately price the cost of the Work ("Construction Allowances") (collectively and individually referred to as "Allowance"). For the Allowances the following apply:

7.3.1 Allowances shall cover the Cost of the Work for the work covered by the Allowance;

7.3.2 The General Conditions Cost and the Contractor's Fee related to the Work covered by the Allowance is covered by the amounts estimated in the CGMP for General Conditions Costs and Contractor's Fee, so long as the actual cost of the Work covered by the Allowance does not exceed the Allowance amount;

7.3.3 If the actual Cost of the Work for an item of Work covered by an Allowance is less than the Allowance, the excess shall revert to the Project Contingency Fund and shall not be counted towards any "savings" calculation pursuant to **Exhibit I** to this Agreement. If the actual Cost of the Work for an item of Work covered by an Allowance is greater than the allowance, the Owner shall transfer funds equal to the shortfall amount from the Project Contingency Fund to the Cost of the Work. Whenever the Cost of the Work for an Allowance is more or less than the Allowance, the Contractor's Fee shall be adjusted accordingly. As soon as the Contractor believes that it may overrun an Allowance amount, it shall notify the Owner.

7.3.4 For Construction Allowances, the Contractor shall execute the Work covered by a Construction Allowance, if it becomes necessary to perform the Work covered by the Allowance. Prior to commencing the Work covered by a Construction Allowance, the Contractor shall timely review its plan and anticipated costs to perform the Allowance Work with the Owner. The Owner

shall review Contractor's plan and anticipated costs in a timeframe that allows the Work to proceed in accordance with the latest Progress Schedule. If the Owner objects to the Contractor's plan and anticipated costs to perform the Allowance work prior to the commencement of the Work covered by a Construction Allowance, the Contractor will submit an alternate plan and anticipated costs. To the extent that the plan and anticipated costs approved by the Owner is greater in costs or time than other plans and anticipated costs submitted by the Contractor, the Owner is responsible for the reasonable actual cost to perform the Allowance Work and the impact of the anticipated time to perform the Work.

7.3.5 For Scope Allowances, once the Work has been defined with enough specificity for the Work to be priced and in the timeframe that permits the Contractor to procure the Work in accordance with the Progress Schedule, the Contractor shall submit to the Owner a proposal for the Cost of the Work that will be charged against the Allowance. The proposal shall include the bids received by the Contractor to perform the Work or quotes received from an existing Subcontractor to perform the Work. The Owner shall respond to the Contractor's proposal within 5 days after its submission and either approve the use of the Allowance for the Work or provide the Contractor with direction as to how the Owner wants to proceed.

7.4 **CGMP Proposal.** In accordance with the approved Project Schedule, the Contractor will establish and submit in writing to the Owner for its approval a CGMP, guaranteeing the maximum price to the Owner for the construction of the Component, including the Cost of the Work, the General Conditions Costs, the Contractor's Contingency Fund and the Contractor's Fee for the Component. Each CGMP will be subject to modification for changes as provided in Article 10. The actual price paid by the Owner for the Work required for the Component shall be the actual incurred Cost of the Work for the Component, plus the Contractor's Fee and General Conditions Costs pursuant to Article 8 or the CGMP, whichever is less when the Component is complete.

7.5 When the Contractor submits a CGMP for approval in accordance with the Project Schedule, it shall provide a list of the Construction Documents on which the CGMP is based including the revision and date of the documents. The Contractor shall send three copies of its CGMP proposal to the Owner's Representative. The Contractor shall maintain one copy of its CGMP proposal with the relevant Construction Documents. The Construction Team will meet to review and analyze the CGMP proposal. The Owner's Representative will provide a recommendation to the Project Director, or his designee, within fourteen (14) calendar days after receipt of the proposed CGMP. If acceptable to the Owner, a Construction Authorization shall be signed by the Project Director, or his designee, and issued to the Contractor, acknowledging the acceptance of the CGMP proposal, including the CGMP amount, the CGMP Schedule, the Construction Documents, the Contractor's budget and schedule Clarifications and Assumptions and other descriptive documents upon which the CGMP is based. Each

CGMP proposal shall include the following sections:

<i>Section One:</i>	<i>Summary of Work, including a List of all Construction Documents</i>
<i>Section Two:</i>	<i>CGMP Price Summary with Line Items</i>
<i>Section Three:</i>	<i>Scope Clarifications and Assumptions</i>
<i>Section Four:</i>	<i>Procurement Plan</i>
<i>Section Five:</i>	<i>Safety Plan</i>
<i>Section Six:</i>	<i>Diversity Plan</i>
<i>Section Seven:</i>	<i>CGMP Construction Schedule</i>
<i>Section Eight:</i>	<i>Proposed Construction Authorization</i>
<i>Section Nine:</i>	<i>Comparison of CGMP to the Construction Budget and Project Schedule and updated Construction Budget</i>

- 7.6 Each approved CGMP proposal shall be added to this Agreement by Construction Authorization. Upon acceptance of a CGMP through the issuance of an executed Construction Authorization, the Contractor's Scope Clarifications and Assumptions contained in the accepted CGMP proposal will govern over any inconsistent provision in the Contract Documents.
- 7.7 The amount of the CGMP will only include those taxes which are legally enacted at the time the Construction Authorization is executed. The CGMP includes only costs required by the laws, ordinances, resolutions, regulations, or codes enacted at the time of execution of the Construction Authorization for each CGMP.
- 7.8 At the time of submission of a CGMP, the Contractor will provide a Component schedule and an updated Project Schedule.
- 7.9 If bids are not received for a portion of the Component Work at or below the applicable line item amount in the CGMP, the Contractor reserves the right to self-perform that portion of the Work if approved in advance by the Owner or negotiate for its performance for the specified line item lump sum amount or less.
- 7.10 If Owner rejects the CGMP Proposal, the CGMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Contractor shall meet and confer as to how the Component will proceed, with Owner having the following options:
- 7.10.1 Owner may suggest modifications to the CGMP Proposal or the Component design as reasonably required to accommodate the Construction Budget, and the Contractor shall submit a revised CGMP proposal based upon the new scope of Work and the approval process will recommence; or
- 7.10.2 Owner may remove the Component from the Work and construct the Component using another Contractor or general contractor. In such case, the General Conditions Costs shall be appropriately adjusted.

7.11 **GMP Proposal.** During pre-construction services, the Contractor will establish and submit in writing to the Owner for its approval a GMP, guaranteeing the maximum price to the Owner for the construction of the Project, including the Cost of the Work, the General Conditions Costs, the Contractor's Contingency Fund and the Contractor's Fee for the Project. All Work previously included in a CGMP will be included in the GMP. The GMP will be subject to modification for changes as provided in Article 10. The actual amounts paid by the Owner for the Work shall be the lesser of (1) the sum of the Cost of the Work, the General Conditions Cost, the Contractor's Fee, plus any applicable share of savings or incentives, or (2) the GMP amount.

7.12 When the Contractor submits the GMP proposal for approval, it shall provide a list of all Construction Documents on which it is based including the revision of the documents and their date. The Contractor shall send three copies of its GMP proposal to the Owner's Representative. The Contractor shall maintain one copy of its GMP proposal with the relevant Construction Documents. The Construction Team will meet to review and analyze the GMP proposal. The Owner's Representative will provide a recommendation to the Project Director, or his designee, within twenty-eight (28) calendar days after receipt of the proposed GMP. If acceptable to the Owner, a Construction Authorization shall be signed by the Project Director, or his designee, and issued to the Contractor, acknowledging the acceptance of the GMP proposal, including the GMP amount, the GMP Schedule, the Construction Documents, the Contractor's budget and schedule Clarifications and Assumptions and other descriptive documents upon which the GMP is based. The GMP proposal shall include the following sections:

<i>Section One:</i>	<i>Summary of Work, including a List of all Construction Documents</i>
<i>Section Two:</i>	<i>GMP Price Summary with Line Items</i>
<i>Section Three:</i>	<i>Scope Clarifications and Assumptions</i>
<i>Section Four:</i>	<i>Procurement Plan</i>
<i>Section Five:</i>	<i>Safety Plan</i>
<i>Section Six:</i>	<i>Diversity Plan</i>
<i>Section Seven:</i>	<i>GMP Construction Schedule</i>
<i>Section Eight:</i>	<i>Proposed Construction Authorization</i>
<i>Section Nine:</i>	<i>Comparison of the GMP Price Summary to the Construction Budget</i>

7.13 The approved GMP proposal shall be added to this Agreement by Construction Authorization. Upon acceptance of the GMP proposal through the issuance of an executed Construction Authorization, the Contractor's Scope Clarifications and Assumptions contained in the accepted GMP proposal will govern over any inconsistent provision in the Contract Documents.

7.14 The amount of the GMP will only include those taxes, which are legally enacted at the time the Construction Authorization is executed. The GMP includes only costs required by the laws, ordinances, resolutions, regulations, or codes enacted at the

time of execution of the Construction Authorization for the GMP.

- 7.15 At the time of submission of the GMP proposal, the Contractor will provide an updated Project Schedule.
- 7.16 If bids are not received for a portion of the Work at or below the applicable line item amount in the GMP, the Contractor reserves the right to self-perform that portion of the Work if approved in advance by the Owner or negotiate for its performance for the specified line item lump sum amount or less.
- 7.17 If Owner rejects the GMP Proposal, the GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Contractor shall meet and confer as to how the Component will proceed, with Owner having the following options:
- 7.17.1 Owner may suggest modifications to the GMP Proposal or the design as reasonably required to accommodate the Construction Budget, and the Contractor shall submit a revised GMP proposal based upon the new scope of Work and the approval process will recommence; or
- 7.17.2 Owner may remove a portion of the Work and construct that work using another Contractor or general contractor. In such case, the General Conditions Costs shall be appropriately adjusted.

## ARTICLE 8 CONTRACTOR'S FEE AND INCENTIVE AWARD PROGRAM

- 8.1 In consideration of the performance of any of the Work, the Owner agrees to pay the Contractor as compensation for its services, the amounts set forth in Sections 8.1.1, 8.1.2, 8.1.3 and 8.1.4.
- 8.1.1 **Pre-Construction Phase Services Cost** - For all labor related costs for the performance of the services set forth under Pre-Construction Services. Actual payment shall be based on approved burdened hourly rates and authorized time period. If this Agreement is terminated for any reason, the material or supplies purchased for the Project shall be given to the Owner and all leases shall be assigned to the Owner at the Owner's option. The Pre-Construction Phase Services shall be invoiced with appropriate documentation and paid monthly.
- 8.1.2 **General Conditions Costs** – The lump sum amount for Contractor's General Condition Cost. An agreed upon portion of the General Conditions Costs may be included in every CGMP or the entire amount of the General Conditions Costs may be included in the first CGMP, as agreed to by the parties. However, in no event, can the aggregate of the General Conditions Costs in the CGMPs ever exceed the General Conditions Costs. The General Conditions Costs is the payment to which the Contractor is entitled to receive for all Work, services,

equipment and supplies provided by the Contractor during the Construction Phase, as set out in **Exhibit F**, attached hereto and incorporated by reference, and in this Section 8.1.2. Such lump sum General Condition Costs shall be due the Contractor regardless of Savings Amount, if any. If a portion of the General Conditions Costs is included in every CGMP, the amount of the General Conditions Cost paid each month pursuant to a CGMP shall be equal to the total amount of the General Conditions Cost included in the CGMP multiplied by the Cost of the Work incurred that month divided by the estimated Cost of the Work for the Component included in the CGMP. If all the General Conditions Costs are included in a single CGMP or GMP, the amount of the General Conditions Cost paid each month thereafter shall be equal to the total amount of the General Conditions Cost remaining to be paid at the time the CGMP or GMP is executed multiplied by the Cost of the Work to be paid for that month divided by the estimated Cost of the Work included in the GMP or the estimated Cost of the Work for the entire Project if all the General Condition Costs is included in one CGMP. In no case shall the total amount of the General Conditions Cost paid exceed the amount of the General Conditions Cost. The General Conditions Costs payable shall be included in each Application for Payment submitted by the Contractor.

- (1) **Adjustments in the General Conditions Costs** - For changes in the Project as provided in Article 10, the General Conditions Costs shall be adjusted as follows:
  - (A) The General Conditions Costs shall be increased, subject to negotiation, if the Contractor is placed in charge of reconstruction of an insured or uninsured loss, excluding any condition that may have been caused from negligent acts by the Contractor.
  - (B) Should the duration of the Work stipulated herein for Final Completion for any Component of the Work or for the Project be delayed or extended beyond the scheduled Final Completion Dates due to no fault of the Contractor, the Contractor acknowledges and agrees that its sole remedy for delay is a time extension, plus its actually incurred extended General Conditions Costs and any Cost of the Work directly and solely attributable to said delay. If the Final Completion Dates are modified to shorten the duration of the Project due to a reduction of scope or a change in phasing, the General Conditions Costs shall be decreased on a pro rata basis.
  - (C) **Contractor's Exclusive Remedy** - In the event the Substantial or Final Completion dates are extended, due to cause beyond the control of the Owner or Contractor, the Contractor's sole and exclusive remedy is an extension of the Completion Date(s) and

payment of increased and extended General Conditions Costs as allowed above. Contractor shall not be entitled to any additional compensation for extended home office overhead or other costs not provided above or any consequential damages.

- (2) **Costs and Expenses Included in General Conditions Costs** - The following, in addition to those designated in **Exhibit F**, are included in the General Conditions Costs for services during the Construction Phase of any Component of the Work:
- (A) Wages paid for labor and wages paid to Contractor's management or supervisory personnel in the direct employ of the Contractor in the performance of its Work under Agreement, including all fringe benefits required by law. To the extent the General Conditions Costs are modified due to changes, the adjustment shall include the actual wages paid plus benefits based upon an audited rate that shall in no event exceed the actual salary paid times a multiple of 1.45 to cover fringe benefits. Salaries or other compensation, including any bonus plan or incentives, of the Contractor's employees at its principal office and branch offices shall not be included, unless set forth in **Exhibit H**. The Contractor's personnel assigned during the Pre-Construction or Construction Phase, their duties, and responsibilities to this Project, and the duration of their assignments are shown on **Exhibit H**. Such personnel shall not be replaced without prior written consent of the Owner, which shall not be unreasonably withheld.
  - (B) General operating expenses related to this Project of the Contractor's principal and branch offices.
  - (C) The costs of all data processing staff. Minor expenses at the site to be billed at cost such as telegrams, long distance telephone calls, telephone service, expressage, postage, and similar petty cash items in connection with the Project.
  - (D) General operating expenses incurred in the management and supervision of the Project, except as expressly included in Article 9.
  - (E) Those services set forth in Sections 2.3.8 and 2.3.9.
  - (F) The costs to provide the facilities for the Owner, Architect-Engineer and Construction Manager required by Section 2.2.7(2).

8.1.3 **Contractor's Fee** - For overhead, profit, and general expenses of any kind, except as may be expressly included in Article 9 for services provided during and related to the Construction Phase of any Component of the Project, the Contractor's Fee shall be \_\_\_\_\_ of the sum of the Cost of the Work, the General Conditions Costs and the Pre-Construction Phase Services Cost. A portion of the Contractor's Fee shall be included in each Application for Payment in an amount equal to \_\_\_\_\_ of the sum of the Cost of the Work, the General Conditions Costs and the Pre-Construction Phase Services Cost included in the Application for Payment pursuant to Article 12.

## ARTICLE 9 COST OF THE WORK

- 9.1 The term "Cost of the Work" shall mean costs necessarily incurred for the Project during the Construction Phase and paid by the Contractor which are not included in Article 8. Such costs shall include the items set forth below in this Article.
- 9.2 The Owner agrees to pay the Contractor for the actual Cost of the Work, so long as the Guaranteed Maximum Price is not exceeded.
- 9.2.1 Cost of all materials, supplies, and equipment incorporated in the Project, including costs of transportation and storage thereof.
- 9.2.2 Payments due to Subcontractors from the Contractor or made by the Contractor to Subcontractors for their Work performed pursuant to a Subcontract executed pursuant to this Agreement.
- 9.2.3 Costs, including transportation and maintenance of all materials, supplies, equipment, temporary facilities list in **Exhibit F** as being Cost of the Work, and hand tools not owned by the workmen, which are employed or consumed in the Work's performance, cost of such items used but not consumed which may be turned over to the Owner at the Project's end, and cost less salvage value on such items used but not consumed which remain the Contractor's property. For those items to be turned over to the Owner at the Project's end, Section 2.2.7 shall apply.
- 9.2.4 Rental charges on all necessary machinery and equipment, exclusive of hand tools used at the Project site, whether rented from the Contractor or others, including installation, repairs, and replacements, dismantling, removal, costs of lubrication, transportation, and delivery costs thereof, which are used in the support of a Subcontractor's Work, at rental charges consistent with those prevailing in the City of Atlanta.
- 9.2.5 Premium costs for all insurance, bonds, permits and fees which the Contractor is required to procure or pay by this Agreement specifically for the Project.

- 9.2.6 Sales, use, gross receipts, or similar taxes related to allowable direct costs of the Project imposed by any governmental authority, and for which the Contractor is liable.
- 9.2.7 The cost of corrective work subject to the CGMP or GMP, except any corrective work made necessary because of negligence of the Contractor. Prior to utilizing Contractor's Construction Contingency for corrective work made necessary by the acts or omissions of its Subcontractors, the Contractor must exhaust all reasonable steps to recover the increased costs from the responsible party, its insurance or sureties.
- 9.2.8 Costs for trash and debris control and removal from the site.
- 9.2.9 Cost incurred due to an emergency affecting the safety of persons and property.
- 9.2.10 Legal costs reasonably and properly resulting from prosecution of the Project for the Owner, including handling Claims and Disputes by Subcontractors and Suppliers, subject to the following limitations:
- (1) The Owner must have approved incurring such costs in advance, which approval shall not be unreasonably denied;
  - (2) The legal costs were not incurred as result of the Contractor's own negligence or default; and
  - (3) The legal costs are not incurred in preparing or asserting claims or requests, by Contractor itself, for change orders, or for enforcing the obligations in this Agreement.
- 9.2.11 Payments due to any independent testing agency retained to perform the quality control testing required by this Agreement. However the Contractor's supervision and coordination of the testing agency is included in the General Conditions Costs.
- 9.2.12 Reproduction costs used for Trade Packages to the extent that the reproduction services are not accomplished by the Architect/Engineer or information purposes required by the Project to directly benefit the Project.
- 9.2.13 Costs for watchman and security services for the Project.
- 9.2.14 Costs for efficient logistical control of the site, including horizontal and vertical transportation of materials and personnel and costs for adequate storage and parking.

- 9.2.15 Costs for temporary water, heat, power, and sanitary facilities, other than those included in the General Conditions Costs.
- 9.2.16 Costs for any job site items not referenced herein not normally provided by the Subcontractors, which will be provided by the Contractor as required to complete the Work.
- 9.2.17 Cost of a computer-aided design and drafting application (CADD) for record drawings as described in Section 2.3.10(11). Upon the Work's completion, the Contractor shall obtain two (2) sets of disk files from the Architect-Engineer and record to scale all "As Built" conditions. The disk shall be submitted to the Owner's Representative when completed, together with two sets of blue line or black line prints for certification and forwarding to the Owner, at the time of Final Completion.
- 9.2.18 Wages and salaries of the Contractor's personnel directly engaged in the performance of the Construction Phase of the Work and stationed at the site who are not included in the General Conditions Costs. In addition to wages and salaries, the costs paid or incurred by the Contractor for employment taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries, are audited and in no event can the wages and the benefits exceed the actual salary paid times a multiple of 1.45 to cover fringe benefits. Wages, salaries and benefits for those performing Pre-Construction Services are covered by the Pre-Construction Phase Services Fee and are not reimbursable as a Cost of the Work.

### 9.3 Non-Reimbursable Items

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

- 9.3.1 Salaries and other compensation of the Contractor's personnel stationed at the Contractor's principal office or offices other than the site office, except as specifically provided in Section 9.2.
- 9.3.2 Expenses of the Contractor's principal office and offices other than the site office.
- 9.3.3 Overhead and general expenses, except as may be expressly included in Section 9.2.
- 9.3.4 The Contractor's capital expenses, including interest on the Contractor's capital employed for the Work.

- 9.3.5 Rental costs of machinery and equipment, except as specifically provided in Section 9.2.4.
- 9.3.6 Except as provided in Section 9.2.7, costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractor and Suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
- 9.3.7 Any cost not specifically and expressly described in Section 9.2.
- 9.3.8 Costs, other than costs included in Change Orders or Miscellaneous Modifications approved by the Owner, that would cause any CGMP or GMP to be exceeded.
- 9.3.9 Cost to prepare the initial proposal for this Project and the cost related to the creation of the required joint venture.

## ARTICLE 10 CHANGE IN THE PROJECT

- 10.1 **Change Orders.** The Owner, without invalidating this Agreement, may order changes in the Project consisting of additions, deletions, or other revisions to the Construction Budget, a CGMP, the GMP, and the Construction completion dates. All changes shall be authorized by Change Order signed by the Owner before the change is implemented. The Contractor understands and agrees that any work performed outside of the Contract Documents without a properly executed Change Order, or written authorization to proceed signed by the Project Director or duly authorized delegated representative, shall not be paid for by the Owner.
- 10.1.1 A Change Order is a written order to the Contractor signed by the Owner issued after the execution of this Agreement, authorizing a change in the Project, a CGMP, the GMP or the Construction completion date. Any adjustment in a CGMP or the GMP shall clearly separate the amount attributable to the Cost of the Work, the General Conditions Costs, the Contractor's Contingency Fund and Contractor's Fee.
- 10.1.2 The increase or decrease in the GMP or a CGMP resulting from a change shall be determined in one or more of the following ways:
- (1) by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner's Representative;
  - (2) by unit prices stated in the Agreement or subsequently agreed upon;

(3) by cost as defined in Article 9 and a mutually acceptable fixed or percentage fee; or

(4) by the method provided in Section 10.1.3.

10.1.3 If none of the methods set forth in Section 10.1.2 is agreed upon, the Contractor, provided it receives a written Modification, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures and savings of those performing the Work attributed to the Modification. The Owner's Representative will establish an estimated cost of the Work set forth in the Modification, and the Contractor shall not perform any Work which costs exceeds that estimate without prior written approval by the Owner's Representative. In such case, and also under Section 10.1.2 above, the Contractor shall keep and shall present, in such form as the Owner's Representative may prescribe, an itemized accounting together with appropriate supporting data of the increase in the cost of the Project as outlined in Article 9. The amount of decrease in any CGMP or GMP for any deletion or change which results in a net decrease in cost will be the amount of the actual net decrease in costs incurred.

10.1.4 If unit prices are stated in the Agreement or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Modification that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices and the applicable CGMP or GMP shall be equitably adjusted.

10.1.5 Should concealed conditions be encountered below the surface of the ground in the performance of the Work or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Construction Documents or Owner furnished information, or should unknown physical conditions exist below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differ materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement, be encountered, the applicable CGMP, the GMP and the construction completion dates shall be equitably adjusted by Change Order upon a request for Change Order in accordance with Section 10.2.

10.2 **Claims For Additional Cost Or Time.** All claims for additional cost or time shall be made by request for a Change Order submitted as provided in Article 16. If the Contractor is delayed at any time in the progress of the Work by any act or neglect of the Owner, the Owner's Representative, the Construction Manager or the Architect-Engineer or of any employee of either or by any separate Contractor or Contractor employed by the Owner, or by any changes ordered in the Work, by labor disputes, fire, or unusual delay in transportation, unavoidable casualties, or any causes beyond

the Contractor's control, or by delay authorized by the Owner pending resolution of Claims and Disputes, and such delay extends the Substantial Completion date, the Substantial Completion date shall be extended by the extension shown to the critical path of the applicable Project schedule as the Construction Team may determine. For a Delay to justify a time extension, the delay must be excusable and must extend the Project schedule's critical path for constructing the Component or Project. Neither the Owner nor the Contractor shall be considered to own the schedule float time. Float will be utilized as the Construction Team deems is in the Project's best interest.

- 10.3 **Emergencies.** In any emergency affecting the safety of persons or property, the Contractor shall act at its discretion, to prevent threatened damage, injury, or loss. Any cost increase or time extension claimed by the Contractor because of emergency Work shall be determined as provided in Article 10.

## **ARTICLE 11 DISCOUNTS AND PENALTIES**

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

## **ARTICLE 12 PAYMENTS TO THE CONTRACTOR**

- 12.1 **Monthly Applications for Payment.** The Contractor shall submit on a monthly basis to the Owner's Representative a sworn Application for Payment, along with the cost reports required under Section 2.1.2, showing in detail all monies paid out, costs accumulated, or costs incurred on account of the Cost of the Work during the previous month. The Application for Payment shall request payment for the Cost of the Work incurred during the month, and the General Conditions Costs and the Contractor's Fee in the amounts due as provided in Article 8 in accordance with Section 12.7. The Contractor's Pre-Construction Phase Services Fee, Contractor's Fee, and General Conditions Costs shall be shown as separate line items on the Schedule of Contract Values. Payment of the Contractor's Fee shall be calculated as provided in Section 8.1.3.
- 12.2 **Final Payment.** Final Payment for any Component or the Project, as applicable, constituting the unpaid balance of the Cost of the Work, the General Conditions Costs and the Contractor's Fee, shall be due and payable in accordance with Section 12.7.
- 12.3 **Payments to Subcontractors.** The Contractor shall pay promptly, within five (5) business days after receipt of payment from the Owner, all amounts due

Subcontractors less a retainage of ten percent (10%) of the amounts due under the Subcontract. Once the Subcontractor has completed fifty percent (50%) of its work under its Subcontract, and based on Contractor's evaluation of the Subcontractor's acceptable performance, the Owner may approve a reduction in the retainage that is withheld from future payments up to no additional retainage being withheld from future payments. Once the Subcontractor claims to have Substantially Completed its work, the Contractor and the Owner shall inspect the work and list those items required for completion. At that time and at the Owner's discretion, after like payment has been received by the Contractor from the Owner, the Contractor may release the Retainage held for the Subcontractors work except for an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-conforming items, provided that said unfinished or non-conforming items are listed separately and the estimated cost of completing any unfinished items likewise are listed separately. Thereafter, after like payment has been received by the Contractor from the Owner, the Contractor shall pay to the Subcontractors monthly the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment to the Subcontractor without any retainage, the Subcontractor shall submit satisfactory evidence that all payrolls, material bills, and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, "As Built" markups have been submitted, and instructions for the Owner's operating and maintenance personnel is complete. Final Payment may be made to Subcontractors whose Work is satisfactorily completed prior to the Project's or Component's Final Completion, but only upon the Owner Representative's approval. If the Owner elects to withhold retainage on Subcontractor's whose work is completed prior to Substantial Completion of the Work, Owner shall be required to fund Change Orders compensating Subcontractors for their cost of funds per the applicable CGMP

- 12.4 **Delayed Payments by Owner.** If the Owner should fail to pay the Contractor within thirty (30) days after the receipt of a properly submitted payment request from the Contractor, then the Contractor, upon thirty days (30) additional days written notice to the Owner and the Owner's Representative, may stop the Project until payment of the amount owing has been received. In the event of a Claim or Dispute as to any payment, the Contractor is required to proceed with all Work as required by the Owner's Representative.
- 12.5 **Payments for Materials and Equipment.** Payments will be made for material and equipment not incorporated in the Work but delivered and suitably stored at the site or another location subject to prior approval and acceptance by the Owner's Representative on each occasion.
- 12.6 **Withholding Payments To Subcontractors.** The Contractor shall not withhold payments to Subcontractors if such payments have been made to the Contractor. Should this occur for any reason, the Contractor shall immediately return such monies to the Owner, adjusting pay requests and Project bookkeeping as required.

## 12.7 Payment Terms.

- 12.7.1 On or before the twenty-fifth (25th) day of each month, the Contractor shall prepare and submit to the Owner's Representative for its review and approval an Application for Payment seeking reimbursement for the Cost of the Work incurred in connection with the Work performed since the preceding pay period. The Contractor may seek in its Application that portion of the Contractor's Fee earned during the pay period, calculated in accordance with Section 8.1.3 and that portion of its General Conditions Costs earned during the pay period, calculated in accordance with Section 8.1.2. The Contractor's Applications for Payment shall be in a form approved by the Owner during the Pre-Construction phase and shall be accompanied by applications for payment submitted to the Contractor by its Subcontractors, by invoices from its Suppliers, and by a detailed invoice from the Contractor for all self-performed Work, if any. Each such Application shall be supported by such documentation and detailed information as may be reasonably required by the Owner to substantiate the validity of the Cost of the Work, and shall include a detailed breakdown of the Cost of the Work. The Owner may refuse to pay any item or items contained in any Application for Payment until and unless documentation and details are submitted to the reasonable satisfaction of the Owner.
- 12.7.2 The detailed invoice from the Contractor for all self-performed Work, which may only be performed after properly advertising and bidding said work and the budgeted amount is exceeded, and the Project Director or his designee has approved self-performance in writing because the Contractor certified his own forces can meet the budget, shall be accompanied by certified payroll records for the compensation paid by the Contractor to its own forces, which shall include a listing of all personnel for which payment is sought, the wage or salary amount owed each individual, the taxes, insurance and worker's compensation payable on account of each individual, and the amount of hours spent by each such person working on the Project. A written schedule shall also be submitted setting forth the quantities and costs of all other items for which payment is requested. Such schedule shall be accompanied by the Contractor's affidavit under seal before a notary public that the costs of all such items do not, to the best of the Contractor's knowledge, exceed current costs for like services or materials.
- 12.7.3 Each Application for Payment submitted by the Contractor shall contain the percentage of completion of each Work activity shown on the Project Schedule and the corresponding Schedule of Values as of the date of the Application. The Contractor shall also furnish with each Application for Payment affidavits and waivers executed by the Contractor and each Subcontractor and Supplier with respect to the Work covered by the Application for Payment in the forms approved by the Owner during the Pre-Construction phase and included in the Project Manual. Applications for Payment by the Contractor under this **Article 12** shall be in such form as may be approved by the Owner and included in the

Project Manual and shall include all information specified by this **Article 12**. Each such Application shall be accompanied by a certificate from the Contractor certifying to the Owner the Contractor's independent determination that the amounts sought by the Contractor are properly due and owing.

- 12.7.4 Within fourteen (14) days of the Owner's Representative's timely receipt of an Application for Payment from the Contractor, the Owner's Representative shall approve payment of same, or notify the Contractor in writing of its reasons for withholding approval. The Owner may withhold payment on account of the Contractor's failure to provide information it is required to provide to the Owner Representative hereunder, or on account of any ground, which permits the withholding of payments under this Agreement. Owner shall not withhold payment of undisputed amounts owed.
- 12.7.5 Subject to the conditions set forth in this Agreement and to the extent the Owner's Representative has approved the Application for Payment, the Owner shall pay to the Contractor the Cost of the Work properly incurred by the Contractor during the period in question, plus the portion of the General Conditions Costs due for the period in accordance with Section 8.1.2, plus the Contractor's Fee due on such Cost of the Work and General Conditions Costs as provided in Section 8.1.3, less Retainage (as hereinafter defined), within twenty-eight (28) days after the timely receipt by the Owner's Representative of the Application for Payment. However, in no event shall the aggregate amounts payable by the Owner for any Component or for the Project exceed, respectively, the amount of the approved CGMP for that Component or the GMP. Notwithstanding the foregoing, the Owner may withhold any amounts otherwise payable under this Article if grounds exist for such withholding under any provision of this Agreement, law or equity. All Applications for Payment shall be subject to adjustment on account of any prior overpayments.
- 12.7.6 Pursuant to Section 12.3, Owner is entitled to retain from interim payments made pursuant to this Section 12.7 the amounts set forth in Section 12.3 for Work performed by Subcontractors. In addition, The Owner may withhold an additional amount equal to ten percent (10%) of the Contractor's Fee. When the Project is fifty percent (50%) complete, the Owner may approve a reduction in the amount that is being withheld from future payments of Contractor's Fee up to no additional retainage being withheld. The amounts being withheld pursuant to Section 12.3 and this Section 12.7.6 are collectively referred to as "Retainage". Retainage shall not be withheld on the General Conditions Costs. At Owner's sole discretion, it may reinstate Retainage of ten percent (10%) on any subcontractor amounts or on Contractor's Fee if the Owner believes it is necessary to protect its rights.
- 12.7.7 Upon (1) the Owner's Representative's issuance of a Certificate of Final Completion for the Project or Component, (2) a proper submission of an

Application for Payment by the Contractor (including but not limited to properly executed waivers and releases from the Contractor and all Subcontractors and Suppliers in the forms approved by the Owner and included in the Project Manual, (3) satisfactory evidence that all payrolls, Subcontractors, Suppliers, material bills and other indebtedness connected to the Project have been paid or otherwise satisfied, (4) all warranties are in place and the information to be provided to the Owner has been provided (5) all required instructions and training of the Owner's operating and maintenance personnel is complete, and (6) all "As-Built" markups have been submitted the Owner, the Owner shall pay to the Contractor an amount (including any retained amounts) equal to the sum of (i) the unpaid balance owed the Contractor as Cost of the Work and (ii) the unpaid balance of the General Condition Costs and (iii) the unpaid balance of Contractor's Fee, so long as the sum of such Cost of the Work, General Condition Costs and Contractor's Fee do not exceed the CGMP or the GMP respectively for a Component or the Project, less (i) an amount equal to two hundred percent (200%) of the estimated cost of completing or correcting any unfinished or non-conforming work ("Final Payment Retainage") and (ii) an amount sufficient to pay all unpaid claims against the Contractor as may be provided by the Contract Documents or by law; (iii) an amount equal to all liquidated damages due but not recovered from the Contractor; and (iv) an amount equal to any claims against the Owner or its property for any labor, materials, supplies, services, or equipment claimed to have been furnished to or incorporated into the Project, or for any other alleged contribution thereto, unless and until such has been discharged. Notwithstanding the foregoing, the Owner may withhold any amounts otherwise payable under this Article if grounds exist for such withholding under any provision of this Agreement, law or equity.

If the Owner is withholding Final Payment Retainage, the Contractor, the Owner's Representative and the Architect-Engineer shall list those incomplete or non-conforming items prior to receiving Final Payment, and the items shall be listed separately and the estimated cost of completing or correcting the items are likewise listed separately. Thereafter, Owner shall pay to Contractor, monthly, the amount retained for each incomplete item after each of said items is completed by it. The Owner's Representative will provide seven day notice if Owner's Representative contends that Contractor has failed to promptly correct any deficiency. If after seven days the Contractor has failed to correct the deficiency or complete the item, the Contractor waives it rights to payment for such items and will be responsible to Owner for all costs incurred to correct or complete such item.

12.7.8 The Contractor's acceptance of Final Payment for any Component of the Work or all of the Work shall constitute a waiver of all claims by the Contractor with respect to the Component or the Project, as applicable, not expressly reserved by the Contractor in its Application for Payment for the Final Payment. The Owner's making Final Payment shall constitute a waiver of all claims by the

Owner against the Contractor, except those arising from (1) liens, claims or encumbrances arising out of the Work, (2) the failure of the Work to comply with the requirements of the Contract Documents, except those known and explicitly accepted by the Owner, and (3) the terms of warranties required by the Construction Documents or this Agreement.

12.7.9 This Agreement does not create any contractual relationship between the Owner and any Subcontractor or Supplier under contract with the Contractor, or any duty by the Owner to any such Subcontractor or Supplier. The Owner shall have no obligation to pay or to see that payment of money owed to Subcontractors or Suppliers is made by the Contractor; however, as previously stated, payment is to be made within five (5) business days after receipt of payment from the Owner, or said funds must be credited immediately to the Owner.

12.7.10 In addition to other grounds set forth in this Agreement, the Owner may withhold the whole or a part of any payment due the Contractor to such extent necessary to protect the Owner from loss on account of any of the following circumstances (regardless of when discovered):

- (1) Defective work not remedied.
- (2) Claims filed or reasonable evidence indicating probable filing of claims.
- (3) Failure of the Contractor to make payments properly to Subcontractors or Suppliers.
- (4) A reasonable doubt that any Component or the Project can be completed for the balance then unpaid under any accepted CGMP or the GMP.
- (5) Damage to another contractor or to some third party.
- (6) Failure to maintain an adequate rate of progress in accordance with the Project Schedule.
- (6) Failure to supply enough skilled workmen or proper materials.
- (7) Any material breach of this Agreement.
- (8) Any material failure to perform hereunder.
- (9) Any failure to provide information required to be provided by the Contractor to the Owner.

When the above grounds are removed, payment shall be made for amounts withheld because of them. No omission on the part of the Owner to exercise the aforesaid option shall be construed to be a waiver of any breach or acquiescence therein, and the Owner may exercise this option from time to time and as often as may be necessary.

- 12.7.11 By paying the Contractor's Application for Payment or by making any other payments to the Contractor (including the final payment of retainage), the Owner shall not thereby be deemed to have examined, inspected, or reviewed in any way the quality or quantity of the Work or to have reviewed the construction means, methods, techniques, sequences or procedures, or to have made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid.
- 12.7.12 The Contractor warrants that title to all Work, materials and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon the receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
- 12.7.13 If the Owner shall determine, by audit or otherwise, that it has made an overpayment to the Contractor on the Agreement and thereafter makes written demand for repayment thereof, the Contractor shall, within five (5) days of receipt of such written demand for repayment, tender the amount of such overpayment to the Owner or otherwise resolve the demand for repayment to the Owner's satisfaction. At all times during the term of this Agreement and for a period of three (3) years after the final acceptance of all of the Work, by the Owner, or, if there is no such final acceptance, for three (3) years from the termination of this Agreement, the Contractor shall afford the Owner, its auditors or its other authorized representatives access at reasonable times to any books, work papers, estimates, Subcontractor files, and accounting records of the Contractor relative to the Work in order to verify compliance by the Contractor with all of the terms and conditions of the Agreement.
- 12.8 **Deductive Change Order for Contractor Liabilities.** If the Owner incurs an actual loss or liability resulting from events stated in Section 12.7.10, in addition to withholding payment, the Owner may issue a Unilateral Change Order reducing the GMP by the amount of such loss or liability.

**ARTICLE 13**  
**INSURANCE, INDEMNITY AND WAIVER OF SUBROGATION**

**13.1 Indemnities.**

13.1.1 To the fullest extent permitted by law, the Contractor agrees to save harmless, indemnify, and defend the Owner and its agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorney, expert and paralegal fees, for any expense, damage, or liability incurred by any of them, whether for personal injury, death, or property damage, including environmental impairment, arising directly or indirectly, in whole or in part, on account of or in connection with the negligence of the Contractor under this Agreement or by any person, firm, or corporation to whom any portion of the Work is subcontracted by the Contractor, or resulting from the use by the Contractor, or by any one for whom the Contractor is legally liable. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of the Owner, as well as provide a legal defense for the Owner, both of which will be done only if and when requested by the Owner, for all claims made. Such payment on the behalf of the Owner shall be in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

Notwithstanding any provision to the contrary contained in this Agreement, the Owner agrees and acknowledges that the Contractor's indemnification and hold harmless obligations under this Section 13.1 shall in no event extend to or include any damages or losses arising out of any negligence or other tortuous conduct on the part of an indemnified party, to the extent that so obligating the Contractor shall be contrary to public policy pursuant to O.C.G.A. § 13-8-2, as same may be amended.

13.1.2 In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligations under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under Workers' or Workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

13.1.3 The obligations of the Contractor under this Section 13.1 shall not extend to the liability of Architect-Engineer, its agents or employees, arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, specifications or Contract Documents, or (2) the giving of or the failure to give directions or instruction by Architect-Engineer, its agents, or

employees providing such giving or failure to give is the primary cause of the injury or damage.

13.1.4 The Contractor hereby acknowledges receipt of good and valuable consideration, including all payments to be made under this Contract from the Owner in exchange for giving the Owner the indemnification provided above.

13.2 **Owner's Controlled Insurance Program.** The Contractor and the Subcontractors, and their sub-subcontractors of any tier (excluding Suppliers), shall be "Named Insureds" under the Owner's Controlled Insurance Program ("OCIP") upon compliance with the OCIP's requirements. The OCIP is attached hereto as **Exhibit D** and incorporated herein by reference. The Contractor, Subcontractors and sub-subcontractors shall cooperate fully with the Owner in the administration of the OCIP and comply with all requirements of the OCIP.

13.3 **Contractor's Insurance.**

13.3.1 The Contractor shall not commence any construction Work in connection with this Agreement until it has fulfilled all its requirements under the OCIP and obtained all of the following types of insurance and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor or sub-subcontractor to commence work on its Subcontract until the Subcontractor has fulfilled all its requirements under the OCIP and obtained all similar insurance required of the Subcontractor or sub-subcontractors. All insurance policies shall be with insurers qualified by the Georgia Department of Insurance and doing business in the State of Georgia. The Insurance requirements are attached as **Exhibit D**.

13.3.2 **Subcontractor's Public Liability and Property Damage Insurance** - The Contractor shall require each of its Subcontractors to procure and maintain during the life of any Subcontract, insurance of the type specified in **Exhibit D**.

13.3.3 **Contractual Liability Work Contracts** - The Contractor's Liability Policy shall include Contractual Liability Coverage designed to protect the Contractor for contractual liabilities assumed by the Contractor in the performance of this Agreement.

13.3.4 **Certificate of Insurance** - The Owner shall be furnished proof of coverage of Insurance. A Certificate of Insurance form will be furnished to the Owner at the time this Agreement is executed and before any Work is started. This form shall be completed and signed by the authorized Georgia Resident Agent, and returned to the Owner. This Certificate shall be dated and show:

- (1) The name of the insured, the specific job by name and job number, the name of the insurer, the number of the policy, its effective date, and its termination date. If the Contractor is a joint venture, the insured must

be the joint venture. The Owner will be named as an additional insured for all construction work if the Owner Controlled insurance program does not cover the work.

- (2) A statement that the Insurer will endeavor to mail notice to the Owner and a copy to the Owner's Representative at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
- (3) The Certificate of Insurance shall be in the form as approved by the Owner and such Certificate shall clearly state all the coverage required in **Exhibit D**.
- (4) The Certificate of Insurance shall state that the Owner is listed as additional insured on all appropriate policies.
- (5) A copy of the endorsement or additional insured rider to the General Liability Policy.

13.3.5 **Cancellation Notice.** The Certificates of Insurance and required insurance policies shall contain provisions to provide as much notice as possible as directed by the Insurance Commissioner of Georgia of any cancellation, intent not to renew, or reduction in the policies or coverage.

13.3.6 **Coverage.** All insurance policies shall be from responsible companies duly authorized to do business in the State of Georgia and/or responsible risk retention group insurance companies or trusts, which are registered with the State of Georgia. All commercial insurance carriers providing the Contractor with required insurance shall be "A minus" (excellent) rated with a minimum financial size category of "VIII", according to the A. M. Best Key Rating Guide, latest edition. Within ten (10) calendar days after a Notice to Proceed is received by the Contractor and prior to the commencement of the Work, the Contractor shall provide the Owner with properly executed Certificates of Insurance to evidence the Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by the Owner. The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to the Owner and Project Director, or his designee,. In addition, certified, true, and exact copies of all insurance policies required hereunder shall be provided to the Owner, on a timely basis, when requested by the Owner.

13.3.7 **Contractor Primary.** All insurance coverage of the Contractor shall be primary to any insurance or self-insurance program carried by the Owner applicable to this Project. The acceptance by the Owner of any Certificate of Insurance does

not constitute approval or agreement by the Owner that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No Work shall commence at the Project site unless and until the required Certificates of Insurance are received by the Owner.

- 13.3.8 **Subcontractor Coverage.** The Contractor shall require each of its Subcontractors to procure and maintain, until the completion of the Subcontractor's work, insurance of the types and to the limits specified in **Exhibit D**, unless such insurance requirements for the Subcontractor is expressly waived in writing by the Owner.
- 13.3.9 **Policies on Occurrence Basis.** All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the Owner's Risk Manager. "Claims-made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the Contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."
- 13.3.10 **Failure to Maintain Insurance.** Should at any time the Contractor not maintain the insurance coverage required herein, the Owner may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverage and charge the Contractor for such coverage purchased. The Owner shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage purchased or the insurance company or companies used. The decision of the Owner to purchase such insurance coverage shall in no way be construed to be a waiver of any of its rights under the Contract Documents.
- 13.3.11 **Accident Reports.** The Contractor shall submit to the Construction Manager a copy of all accident reports arising out of any personal injuries or property damages arising or alleged to have arisen on account of any Work performed by the Contractor or any Subcontractor under the Contract Documents.
- 13.3.12 **Duty to Provide Legal Defense.** The Contractor agrees to indemnify, defend and hold harmless the Owner, including attorneys' fees and costs, for all claims as described in this Article. These duties are in addition to any and all other legal remedies available to the Owner and shall not be considered to be the Owner's exclusive remedy.

#### ARTICLE 14

#### TERMINATION AND SUSPENSION OF THE AGREEMENT AND OWNER'S RIGHT TO PERFORM CONTRACTOR'S OBLIGATIONS

- 14.1 **Suspension by the Owner.** Upon the receipt of written notice by the Contractor, the Owner may, without cause, order the Contractor to suspend, delay or interrupt the

Work in whole or in part for such period of time as the Owner may determine.

- 14.2 **Adjustments for Owner's Suspension of the Work.** If the Owner's suspension, delay or interruption is lifted, the Contract Amount and required Milestones shall be adjusted for increases in the cost and time caused by the suspension, delay or interruption. No adjustment shall be made, however, if (1) the performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible or (2) an equitable adjustment is made or denied under another provision of this Agreement. In no event will an adjustment in the required Milestones exceed the period of the suspension
- 14.3 **Termination by the Contractor.** If the Project is stopped for a period of ninety (90) days under an order of any court or other public authority having jurisdiction or as a result of an act of government, such as a declaration of a national emergency making materials unavailable, through no act or fault of the Contractor, or if the Project should be stopped for a period of ninety (90) days by the Contractor, for the Owner's failure to make payments thereon, or if the Project is suspended by the Owner and not recommenced within ninety (90) days of the start of the suspension, then the Contractor may, upon seven (7) days written notice to the Owner, request payment for all Work executed, the Contractor's Fees earned to date, and for any proven loss sustained upon any materials, equipment, tools, construction equipment, and machinery, including termination expenses incurred by the Contractor. However, in the event of nonpayment by Owner as a result of a Dispute between the Owner and Contractor regarding whether payments are due under the terms of the Contract Documents, both parties are required to continue performance of the Work pursuant to the Contract Documents and to act in good faith to resolve any Dispute in the most effective, efficient and economical manner.
- 14.4 **Owner's Right to Perform Contractor's Obligations and Termination by Owner for Cause.**
- 14.4.1 If the Contractor fails to perform any of its obligations under this Agreement, the Owner may, after seven (7) calendar days written notice during which period the Contractor fails to commence correction of such obligation, making good such deficiencies, competing the Work by its own forces or Subcontractors. The CGMP or GMP shall be reduced by the cost to the Owner of making good such deficiencies plus an amount required to manage the making good of such deficiencies.
- 14.4.2 If the Contractor is adjudged bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it persistently or repeatedly refuses or fails, except in case for which extension of time is provided, to supply enough properly skilled workmen or proper materials and fails to maintain an established schedule which has been adopted by the Construction Team, or if it fails to make prompt payment to Subcontractors for materials or labor, or persistently disregards

laws, rules, ordinances, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Agreement, then the Owner may, without prejudice to any right or remedy, give Contractor and its surety seven (7) calendar days written notice to cure the Contractor's default. If Contractor fails to commence correction of the violation during the seven (7) day period, the Owner may terminate the Contractor's right to proceed with the Work and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor. The Owner may then finish the Project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the Contractor.

14.4.3 If the Contractor refuses to allow Owner access to all documents, papers, letters, or other material subject to the provisions of Georgia Open Records Act Statutes, and made or received by the Contractor in conjunction with this Agreement, then the Owner may, without prejudice to any right or remedy and after giving the Contractor and its surety, if any, seven (7) calendar days written notice, during which period Contractor still fails to allow access, terminate the Contractor's right to proceed with the Work and take possession of the site and of all materials, equipment, tools, construction equipment, and machinery thereon, owned by the Contractor, and may finish the Project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable termination expenses incurred by the Owner may be deducted from any payments left owing the Contractor.

#### 14.5 Termination by Owner Without Cause.

14.5.1 The Owner expressly reserves the right to terminate this Agreement without cause and for the convenience of the Owner at any time and for any reason. If the Owner terminates this Agreement, other than pursuant to Section 14.4.2 or Section 14.4.3, it shall reimburse the Contractor for any unpaid cost of the Project due it under Article 9, plus that part of the unpaid balance of the Construction Phase Fee due for the portion of Work actually performed. The Owner also shall pay to the Contractor fair compensation, either by purchase or rental at the election of the Owner, for any equipment retained. In case of such termination of the Agreement, the Owner further shall assume and become liable for obligations, commitments, and unsettled contractual claims that the Contractor has previously undertaken or incurred in good faith in connection with said Project. The Contractor, as a condition of receiving the payments referred to in this Article 14, shall execute and deliver all such papers and take all such steps including the legal assignment of its contractual rights, as the Owner may require for the purpose of vesting fully in it the rights and benefits of the Contractor under such obligations or commitments.

- 14.5.2 After the establishment of a CGMP or at the completion of the Pre-Construction Phase, if the final cost estimates or lack of legislative funding make the Project no longer feasible from the standpoint of the Owner, the Owner may terminate this Agreement and pay the Contractor its proportionate Fee due in accordance with Section 8.1 plus any costs incurred pursuant to Articles 9 and 10 as Contractor's sole remedy.

**ARTICLE 15  
ASSIGNMENT AND GOVERNING LAW**

- 15.1 Neither the Owner nor the Contractor shall assign its interest in this Agreement without the written consent of the other.
- 15.2 This Agreement shall be governed by the Laws of the State of Georgia, and the parties stipulate that exclusive venue for all legal proceedings relating to any matter which is the subject of this Agreement shall be in the City of Atlanta, Georgia.

**ARTICLE 16  
NOTICE OF CLAIM: WAIVER OF REMEDIES; NO DAMAGES FOR DELAY**

- 16.1 The Owner's liability to Contractor for any Claims or Disputes arising out of or related to the subject matter of this Contract, whether in contract or tort, including, but not limited to, claims for extension of construction time, for payment by the Owner of the costs, damages, or losses because of changed conditions under which the Work was performed, for additional Work, or for any matter between the parties, including allegations of breach of contract, shall be governed by **Exhibit K**.
- 16.2 The Owner's written decision shall be final and binding, unless the Contractor objects to the Project Director, or his designee, in accordance with **Exhibit K**.
- 16.3 The Contractor's exclusive remedy for delays in performance of the Work caused by events beyond its control, including delays claimed to be caused by or attributable to the Owner, the Owner's Representative, the Construction Manager or the Architect-Engineer, including claims based on breach of contract or negligence, shall be a claim submitted in compliance with Section 16.1 above. In the event of a Change in the Work, the Contractor's claim for adjustments in the CGMP or GMP are limited exclusively to its actual costs for such changes plus the Contractor's Fee as set forth in Article 8. The Contractor expressly agrees that the foregoing constitutes its sole and exclusive remedies for Delays and Changes in the Work, which eliminates any other remedies for a claim for an increase in the Contract Price, CGMP, or GMP, delays, changes in the work, damages, losses, or additional compensation.

**ARTICLE 17  
MISCELLANEOUS**

- 17.1 **Harmony.** The Contractor is advised and hereby agrees that it will exert every reasonable and diligent effort to assure that all labor employed by the Contractor and its Subcontractors for the Work on the Project shall work in harmony with and be compatible with all other labor being used by other Contractors now or hereafter on the site of the Project.
- 17.2 **Apprentices.** If the Contractor employs apprentices on the Project, the behavior of the Contractor and the Owner shall be governed by applicable standards and policies governing apprentice programs and agreements established by the Owner. The Contractor will include a provision similar to the foregoing sentence in each Subcontract.
- 17.3 **Invoices.** Invoices shall be submitted in detail sufficient for a proper pre-audit and post-audit, as well as at any intervals determined by the Owner during the course of the Project. Invoices for any travel expenses permitted under this Agreement shall be submitted in accordance with procedures specified by the Owner.
- 17.4 **Contractor's Project Records.** The Contractor's Project records shall be maintained as prescribed hereinabove and shall be made available to the Owner, the Owner's Representative or the Construction Manager at all times.
- 17.5 **Minority Participation.** The Contractor shall meet or exceed all requirements set forth in **Appendix A** to award Purchase Orders and Subcontracts to qualified minority and female owned firms as certified by the Owner.
- 17.6 **Electronic Mail Capabilities.** The Contractor must have electronic mail capabilities. It is the intention of the Owner to use electronic communication for this Project whenever possible. The Contractor shall provide its electronic mail address and the name of a contact person responsible for its electronic communications to the Owner's Representative after receipt of the Notice to Proceed.
- 17.7 **Gratuities.** Neither the Contractor nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the Owner gifts, entertainment, payments, loans, or other gratuities. The Contractor acknowledges the State of Georgia's ethics statutes and, to the extent applicable to the Contractor, the Contractor agrees to abide by such statutes.
- 17.8 **Survival.** All other provisions, which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
- 17.9 **Interpretation.** For purposes of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations include all

statutory or regulatory provisions consolidating, amending or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

17.9.1 If the Contractor discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of this Agreement, the Contractor shall immediately notify the Owner and request clarification of the Owner's interpretation of this Agreement.

17.10 **Computation of Periods.** References to "days" contained herein shall mean calendar days unless otherwise specified; provided that if the date to perform any act or give any notice specified herein (including the last date for performance or provision of notice "within" a specified time period) falls on a Saturday, Sunday or legal holiday, such act or notice may be timely performed on the next succeeding day that is not a Saturday, Sunday, or legal holiday. Notwithstanding the foregoing, requirements relating to emergencies and other requirements for which it is clear that the intent is to require performance on a non-business day, shall be required to be performed as specified, even though the date in question may fall on a weekend or legal holiday.

17.11 **Audits, Inspections and Testing.** The Contractor shall permit (after notice and at reasonable times) audits, inspections, and testing desired by the Owner relating to any matter which is the subject of this Agreement. Such audits, inspections, and testing shall not relieve the Contractor of any of its obligations under this Agreement. The Owner shall have unlimited access to all records and supporting documentation relating to the subject matter of this Agreement during its term and for a period of three (3) years thereafter.

17.12 **Participation in Other Proceedings.** At the Owner's request, the Contractor shall allow itself to be joined as a party in any legal proceeding that involves the Owner regarding the design, construction, installation, operation, or maintenance of the Project, which is the subject of this Agreement. This provision is for the benefit of the Owner and not for the benefit of any other party.

17.13 **No Waiver.** The failure of the Contractor or the Owner to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either Party's right to thereafter enforce the same in accordance with this Agreement in the event of a continuing or subsequent default on the part of the Contractor or the Owner.

17.14 **Severability.** The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed

from this Agreement and the balance hereof shall be construed and enforced as is this Agreement did not contain such invalid or unenforceable portion or provision.

**17.15 Trade Secrets and Confidential Information.**

17.15.1 The Contractor acknowledges and agrees that: (i) all Construction Documents and other plans, data, documentation and information which the Contractor may obtain from the Owner, from the Owner's Representative, from the Architect-Engineer, or from the Construction Manager, their employees or consultants or agents, or on the Owner's premises, with respect to the Work, the Owner's inventions, designs, improvements, trade secrets and other private matters, whether or not patentable, trademarkable or copyrightable, and all work product and other information resulting from the Contractor's services, which are not generally publicly known (collectively, the "Trade Secrets") are the trade secret property of the Owner and may be classified as Sensitive Security Information pursuant to 49 CFR § 1520.7; and (ii) all of the Owner's information, plans, processes, methods, techniques and other intellectual properties of value to the Owner, whether or not patentable, trademarkable or copyrightable (collectively, the "Confidential Information") are, together with the Trade Secrets, owned, as between the Contractor and the Owner, exclusively by the Owner. The terms "Trade Secrets" and "Confidential Information" do not include information that the Owner identifies in writing as not confidential, that rightly is or becomes publicly known, or that the Contractor otherwise knows or receives without obligation of confidence.

17.15.2 The Contractor further acknowledges and agrees that the Trade Secrets and Confidential Information represent a substantial investment by the Owner, and shall, until Substantial Completion of all of the Work for the Project and for a period of three (3) years thereafter, or longer if required by law, for all purposes be regarded by the Contractor and its employees, agents and consultants as strictly confidential and trade secret properties of the Owner, whether or not all or any portion thereof is or may be validly copyrighted or patented. The Contractor also acknowledges and agrees that any disclosure or use of such Trade Secrets or Confidential Information, except as otherwise authorized by the Owner in writing, or any other violation of the confidentiality provisions hereof, would be wrongful and cause immediate and irreparable injury to the Owner.

17.15.3 The Contractor agrees to exercise its best efforts to insure the continued confidentiality and exclusive ownership by the Owner of all Trade Secrets, Confidential Information and all of the Owner's proprietary information known, disclosed or made available to it, or to any of its employees or agents or consultants, as a result of the Agreement or its relationship with the Owner. Except as required in performance of the Work pursuant to the terms and conditions of the Agreement, neither the Contractor nor its employees or

agents or consultants or Subcontractors or Suppliers shall, until Substantial Completion of all of the Work for the Project and for a period of three (3) years thereafter, or longer is required by law, without the express prior written consent of the Owner, redistribute, market, publish, disclose or divulge to any other person, firm or corporation, or use or modify for use, directly or indirectly in any way for anyone, any Trade Secrets or Confidential Information of the Owner. The Contractor further agrees to cooperate with the Owner's reasonable confidentiality and other requirements which may be established from time to time, and immediately notify the Owner of any unauthorized disclosure or use of any Trade Secrets or Confidential Information of which Contractor becomes aware.

17.15.4 Notwithstanding the provisions of this Section 17.15, (i) the Contractor shall have the right to disclose, for purposes of soliciting bids from Subcontractors or Suppliers, Contract Documents that normally are disclosed for bidding purposes; and (ii) the Contractor shall have the right to disclose Trade Secrets or Confidential Information pursuant to the order of a governmental authority or court having appropriate jurisdiction, provided that in the event of such an order the Owner shall be notified and provided with a copy of the order at least five (5) days prior to the Contractor's disclosure of information pursuant to the order.

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

17.16 **Mutual Waiver of Consequential Damages:** Contractor and Owner expressly waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes: (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the Contractor for principal office expenses including the compensation of the personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential

damages due to either party's termination. Provided, however, nothing in this Contract shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

- 17.17 **Hazardous Materials:** If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Construction Manager in writing. The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. The Contractor is not required to handle, transport, or dispose of hazardous materials encountered at the site, unless specifically addressed in the Contract Documents. Contractor's time for performance shall be extended appropriately and the CGMP or GMP shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up due to unknown Hazardous Materials. The Owner shall not be responsible under this Section 17.17 for materials and substances brought to the site by the Contractor. The Contractor also is not required to perform work on fueling systems that are not included in the Project.

**IN WITNESS WHEREOF**, the Parties hereto have made and executed this Agreement on the respective dates set forth below. This Agreement is executed under seal and shall be effective eight days after execution by the Mayor of the City of Atlanta.

[SIGNATURES ON FOLLOWING PAGE]

**Owner:**  
**CITY OF ATLANTA**

**Contractor:**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**[Title]**

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
**MUNICIPAL CLERK**

\_\_\_\_\_  
**SECRETARY/ASST. SECRETARY**  
**[Affix Corporate Seal]**

**APPROVED:**

\_\_\_\_\_  
**AVIATION GENERAL MANAGER**

\_\_\_\_\_  
**ASSISTANT AVIATION GENERAL MANAGER**  
**PLANNING AND DEVELOPMENT**

\_\_\_\_\_  
**PROJECT MANAGER**

\_\_\_\_\_  
**CHIEF PROCUREMENT OFFICER**  
**DEPARTMENT OF PROCUREMENT**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
**CITY ATTORNEY**

## **AGREEMENT - EXHIBIT LIST**

Exhibit A:	Scope of Work
Exhibit B:	Construction Team Identification List
Exhibit C:	Construction Drawing Index
Exhibit D:	Insurance and Bonding / Construction Safety and Health Plan
Exhibit E:	Schedule of Estimated Values
Exhibit F:	General Conditions Cost
Exhibit G:	Schedule Requirements
Exhibit H:	Contractor's Personnel/Staff
Exhibit I-1:	Performance Bond
Exhibit I-2:	Payment Bond
Exhibit J:	Shared Savings
Exhibit K:	Claim/Dispute Resolution
Exhibit L:	Milestones and Liquidated Damages
Exhibit M:	Airport Access, Security, and Safety Measures
Exhibit N:	Quality Control Plan Requirements

# **EXHIBIT A**

## **SCOPE OF WORK**

**CITY OF ATLANTA  
DEPARTMENT OF AVIATION  
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**PROJECT NUMBER FC-8195**

**CENTRAL PASSENGER TERMINAL COMPLEX (CPTC)  
TERMINAL MODERNIZATION – LANDSIDE**

**EXHIBIT “A” - SCOPE OF WORK**

**Landside Package**

- North/South Curbside Canopy
- Vestibule Renovation
- Upper & Lower Terminal Façade Upgrades
- North & South Lower Level Tunnels
- Security Screening Checkpoints
- Composure Areas
- Terminal Lobby Ceilings
- North Ticketing/Check-In Lobby
- Atrium

**Overview**

- The purpose of this project is to upgrade and modernize the existing Domestic Terminal to a new, fresh, modern look and feel similar to the new International Terminal.
- This project will include much needed exterior and interior renovations to the existing domestic facilities that, when completed, will unify both Terminals and enhance the experience and service throughout the airport complex.
- This project will follow the H-JAIA sustainable plan initiatives and best LEED practices in order to provide a positive long-term payback for the airport.

## **Project Descriptions**

- North/South Curbside Canopies – project includes steel, fabric and glass canopy covering inner curb and 1 ½ lanes of outer curb, new curbside baggage enclosures, police booths, structural elements to support future pedestrian walkways, storm water planters, LED lighting and low VOC adhesives and materials.
- Vestibule Renovation – project includes twenty (20) entry portals, replacement of sloped metal roof at 12 locations with sloped glass, new interior glass above doors, new operable door, new window walls which includes high performance insulated glass, LED lighting and low VOC adhesives and materials.
- Upper & Lower Façade Upgrades – addition of stone or porcelain panels over existing concrete panels at upper and lower roadways, new bollards at all entries and windows, stone pavers at entrances, metal panel fascia at existing canopy, new vestibule doors and storefront with high performance glass, paint, LED lighting, new furniture and storm water planters, and Low VOC adhesives and materials.
- North & South Lower Level Tunnels – project includes new wall finishes, new ceilings, light boxes to support new art work, LED lighting with occupancy sensors and low VOC adhesives and materials.
- Security Screening Checkpoint – project includes new undulating ceiling with LED lighting, cameras, HVAC diffusers and other projections concentrated in gaps between panels at the three Domestic Terminal checkpoints, demolition and replacement of stores to provide additional passenger queuing and low VOC adhesives and materials.
- Composure Areas – new furniture for the composure areas at the three Domestic Terminal checkpoints and LED lighting.
- Terminal Lobby Ceilings – project includes new metal ceilings suspended between the existing truss system, accent lighting to trusses and LED lighting.
- North Ticketing Check-In Lobby – project includes removal of existing cantilever structure, new canopy structure, new LED lighting, speakers and dynamic displays.
- Atrium – project includes a complete renovation to this area to create a park like setting including living plants at the four main columns, new seating, tables, charging stations, planters, benches, new LED lighting, new art displays and low VOC adhesives and materials.

- **Signage – project includes upgrading and replacing the dynamic and static signage at the North and South Carrouseles, BIDS large display, Terminal Static signage, North and South Curbside Dynamic Displays and the North and South Curbside Static signage.**



**Central Passenger Terminal Complex (CPTC)  
Modernization - Landside  
Exhibit A**



CPTC Modernization

## CPTC Projects – Landside Summary

---

- Landside Package
  - North/South Curbside Canopy
  - Vestibule Renovation
  - Upper & Lower Terminal Facade Upgrades
  - North & South Lower Level Tunnels
  - Security Screening Checkpoints
  - Composure Areas
  - Terminal Lobby Ceilings
  - North Ticketing/Check-In Lobby
  - Atrium

## CPTC Modernization

# Overview

---

- The purpose of this project is to upgrade and modernize the existing Domestic Terminal to a new, fresh, modern look and feel similar to the new International Terminal.
- This project will include much needed exterior and interior renovations to the existing domestic facilities that, when completed, will unify both Terminals and enhance the customer experience and service throughout the airport complex.
- This project will follow the H-JAIA sustainable plan initiatives and best LEED practices in order to provide a positive long-term payback for the airport.

## CPTC Modernization

# Landside Package



## ■ North/South Curbside Canopies

### Project Includes:

- Steel, fabric and glass canopy covering inner curb and 1 ½ lanes of the outer curb
- Canopy spans both curbs without intermediate columns providing flexibility for future roadway reconfiguration
- New curbside baggage enclosures, police booths and signage
- Capable of suspending future pedestrian walkways between garage and terminal

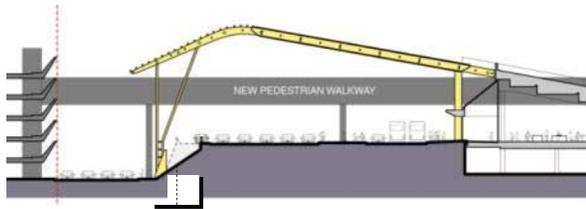
### Sustainability

- Storm water planters
- LED lighting with photo sensor controls
- Low-VOC (volatile organic compound) adhesive and materials



## CPTC Modernization

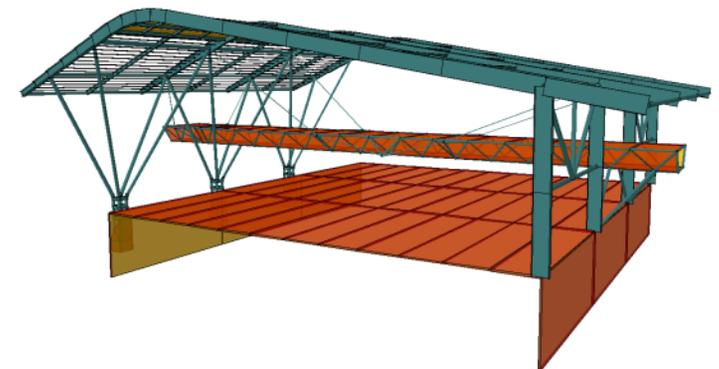
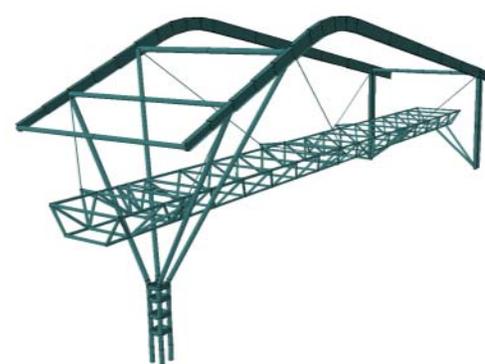
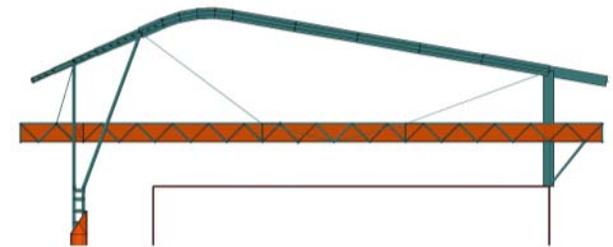
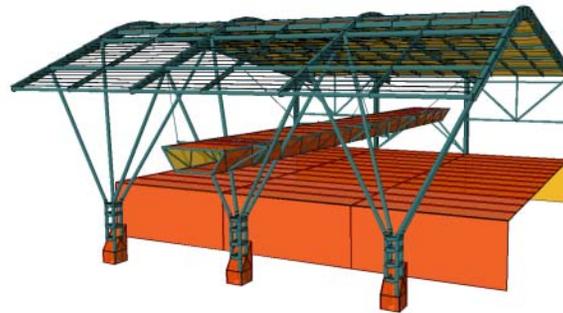
# Landside Package



## ■ North/South Curbside Canopies

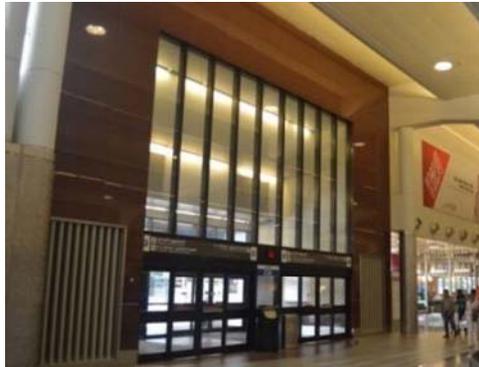
### Project Advantages:

- Provides shelter for loading and unloading passengers from sun, rain, sleet and snow (customer service) – reduced precipitation/icing on roads and sidewalks (safety)
- Structurally accommodates pedestrian bridges without added columns (flexibility)
- Replaces temporary canopy structures that provide insufficient cover for loading and unloading passengers with a durable long-term solution (customer service, sustainable)
- Free-span structure allows reconfiguration of curbs and lanes, if needed – accommodates additional outer lane in future (flexibility)
- Columns do not block view of entrances or airline signage
- Up-lighting at night provides better illumination for curb area
- Potential for rain water collection



## CPTC Modernization

# Landside Package



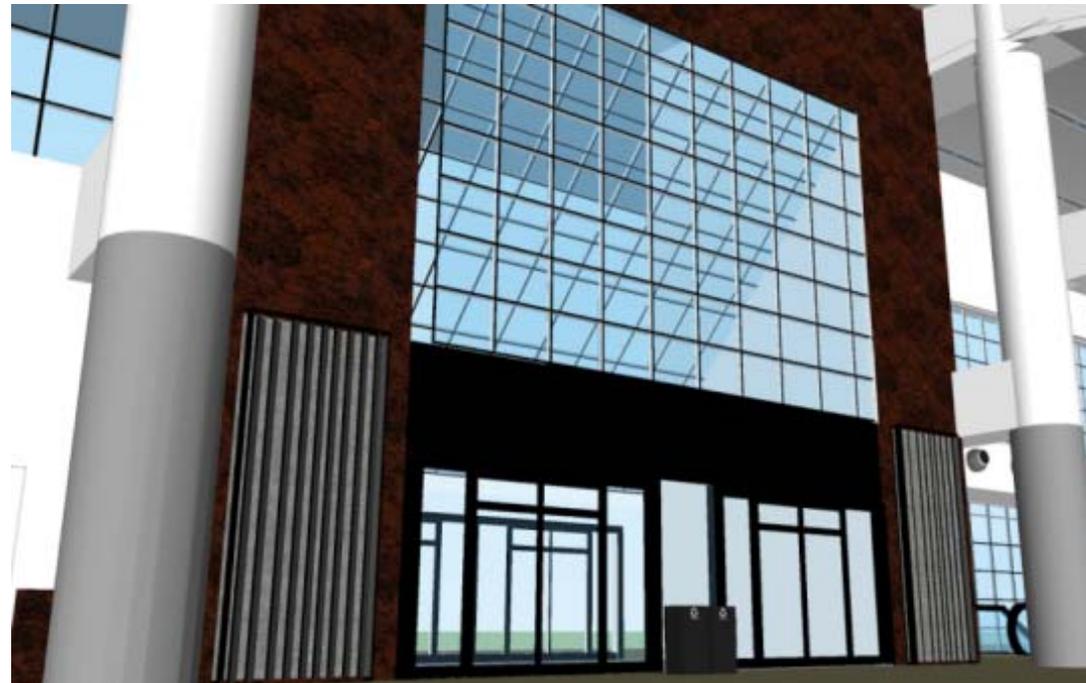
### ■ Vestibule Renovation (20 total)

#### Project Includes:

- Replacement of sloped metal roof at 12 vestibules with sloped skylights
- New interior glass above doors at north and south vestibules
- Four pairs of operable doors and surrounding windows per vestibule at 16 vestibules (including west curb and MARTA station)

#### Sustainability

- High performance insulated glass
- High efficiency HVAC
- LED lighting with photo sensor controls
- Low-VOC (volatile organic compound) adhesives and materials
- Addition of natural light



## CPTC Modernization

# Landside Package



### ■ Upper & Lower Façade Upgrades

#### Project Includes:

- Porcelain stone panels over existing concrete panel façade at upper and lower roadways
- Bollards at all entries and windows
- Stone pavers at entrances to provide contrast with surrounding sidewalk
- Metal panel fascia covering edge of existing canopy after partial removal
- New vestibule doors at lower level
- Painting underside of parking deck over lower level roadway
- New lower level lighting
- Curbside furniture and planters

#### Sustainability

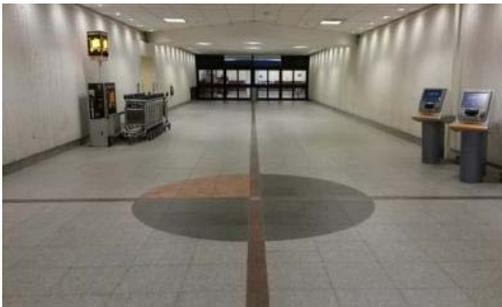
- High performance insulated storefront
- Upper and lower storm water planters
- LED lighting with photo sensor controls
- Low-VOC (volatile organic compound) adhesives and materials
- Bicycle parking rack at lower curb



## CPTC Modernization

# Landside Package

### ■ North/ South Lower Level Tunnels



#### Project Includes:

- New wall finishes and stainless steel base
- Light boxes along one wall and across ceiling
- Artwork between light boxes
- Removal of operable doors at terminal end of tunnels

#### Sustainability

- LED lighting with occupancy sensors
- Zero/Low-VOC (volatile organic compound) adhesives and materials
- High efficiency HVAC



## CPTC Modernization

# Landside Package

## ■ Security Screening Checkpoint



### Project Includes:

- New undulating metal ceiling with lights, cameras, HVAC diffusers and other projections concentrated in gaps between panels at three Domestic Terminal checkpoints
- Demolition of stores between main security checkpoint and restrooms to provide additional passenger queuing area
- Improved lighting

### Sustainability

- LED lighting
- Zero/Low-VOC (volatile organic compound) adhesive and materials



## CPTC Modernization

# Landside Package



### ■ Composure Areas

#### Project Includes:

- New furniture for composure areas at three Domestic Terminal checkpoint areas

#### Sustainability

- LED lighting
- Zero/Low-VOC (volatile organic compound) adhesive and materials



## CPTC Modernization

# Landside Package



## ■ Terminal Lobby Ceilings

### Project Includes:

- New metal ceiling (similar to MHJIT ceiling) suspended between existing drywall enclosed truss
- Accent lighting in reveals at each side of truss
- Raise bottom of drywall truss enclosures approximately two feet
- Improved lighting

### Sustainability

- LED lighting with photo sensor controls
- Zero/Low-VOC (volatile organic compound) adhesive and materials



## CPTC Modernization

# Landside Package



## ■ North Ticketing/ Check-In Lobby

### Project Includes:

- Remove existing cantilever structure
- Provide new canopy structure similar to check-in counters at MHJIT
- Provide new lighting, speakers and dynamic displays

### Sustainability

- LED lighting with photo sensor controls
- Zero/Low-VOC (volatile organic compound) adhesive and materials



# CPTC Modernization

## Landside Package



### ■ Atrium

#### Project Includes:

- Refresh Atrium area with living plant walls at four main columns and new park-like design at floor level (new seating, tables, charging stations, planters, benches, etc.)
- Update cold cathode tube lighting fixtures
- Replace acoustic panels
- Improve lighting
- Enhance art displays

#### Sustainability

- LED lighting with photo sensor controls
- Zero/Low-VOC (volatile organic compound) adhesive and materials
- Green walls
- Planters



**EXHIBIT B**

**CONSTRUCTION TEAM**

**EXHIBIT B**

**CONSTRUCTION TEAM IDENTIFICATION LIST**

OWNER

Mayor of Atlanta – Kasim Reed  
Department of Aviation General Manager – Miguel Southwell, Project Director  
Project Officer – Frank Rucker

PROGRAM MANAGER

Titles

Names

Area Director \_\_\_\_\_

Area Manager \_\_\_\_\_

\_\_\_\_\_

ARCHITECT/ENGINEER

OTHER CONTACT POINTS

CONSTRUCTION MANAGER

Titles

Names

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT C**

**CONSTRUCTION DRAWING INDEX**

**EXHIBIT C**  
**CONSTRUCTION DRAWING INDEX**

**(TO BE PROVIDED AFTER CONTRACT AWARD)**

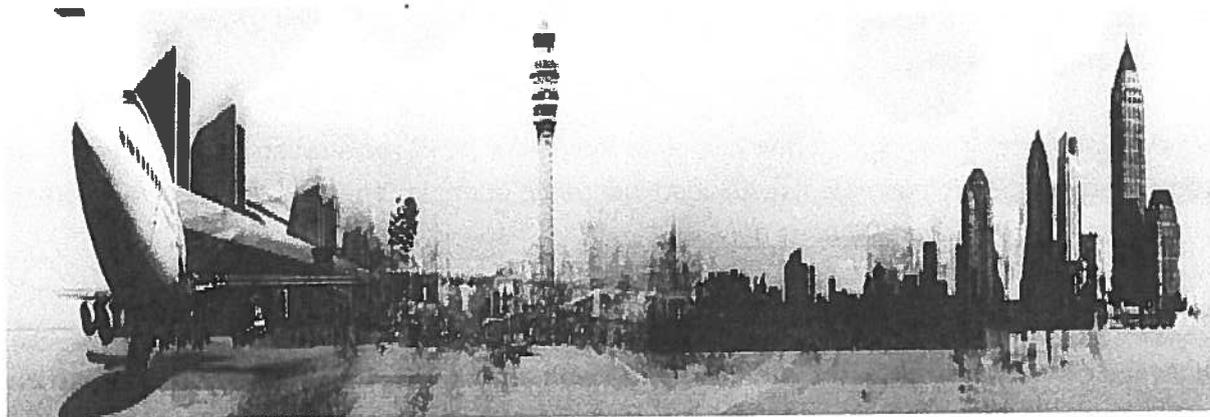
**EXHIBIT D**

**INSURANCE AND BONDING  
REQUIREMENTS / CONSTRUCTION SAFETY  
AND HEALTH PLAN**

# **CITY OF ATLANTA**

## **HARTSFIELD-JACKSON**

### **Atlanta International Airport**



## **OWNER CONTROLLED INSURANCE PROGRAM (OCIP) MANUAL**

**Effective Date: 07/01/2014**  
**Manual Date: 06/23/2014 v1**

## **FC-8195**

### **CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION (CPTC) LANDSIDE**

**Neill Davis, OCIP Administrator, Resurgens Risk Management**  
**Office: 404-766-8715 | Cell: 404-725-6103 | Fax: 404-559-2395**  
**[Neill.Davis@atlanta-airport.com](mailto:Neill.Davis@atlanta-airport.com)**  
**Website: [www.rrmgt.com](http://www.rrmgt.com)**

**RRM**  
Resurgens Risk Management

**Willis**

## SECTION 1 - DIRECTORY

---

### Owner:

### City of Atlanta/Department of Aviation Hartsfield-Jackson Atlanta International Airport

**Project Development Director**

**Ted Allen**

Phone: 404-530-5512

Email: ted.allen@atlanta-airport.com

**Risk Management - COA**

**Kathy Lloyd**

Phone: 404-330-6877

Cell: 404-569-0794

Email: [klloyd@atlantaga.gov](mailto:klloyd@atlantaga.gov)

**Risk Management - DOA**

**Catrina Gilbert**

Phone: 404-382-2240

Cell: 404-387-4399

Email: [catrina.gilbert@atlanta-airport.com](mailto:catrina.gilbert@atlanta-airport.com)

### OCIP Program Management:

### Willis Insurance Services of Georgia, Inc.

**OCIP Account Advocate-**

**Joan Bahret**

Phone: 404-302-3809

Cell: 404-903-8810

Email: [joan.bahret@willis.com](mailto:joan.bahret@willis.com)

**OCIP Claims Consultant-**

**David Simmons**

Phone: 404-224-5062

Cell: 770-617-1390

Email: [david.simmons@willis.com](mailto:david.simmons@willis.com)

### OCIP Program Administration:

### Resurgens Risk Management (RRM)

**OCIP Program Manager-**

**Marlene Butler**

Phone: 678-298-5126

Email: [mbutler@rrmgt.com](mailto:mbutler@rrmgt.com)

**OCIP Administrator-**

**Neill Davis**

Phone: 404-766-8715

Cell: 404-725-6103

Fax: 404-559-2395

Email: [neill.davis@atlanta-airport.com](mailto:neill.davis@atlanta-airport.com)

**OCIP Safety Director-**

**Tarik Kenyetta**

Phone: 404-766-8715

Cell: 404-772-5944

Email: [tarik.kenyetta@atlanta-airport.com](mailto:tarik.kenyetta@atlanta-airport.com)

## SECTION 2 – DEFINITIONS (CONTINUED)

**Materials Hauler:** Any entity whose role on the Project is to transport materials to and from the Project site. A Materials Hauler is designated as an independent contractor. The designation of Materials Hauler may be made by scope of contract, by primary function on the Project, or by definition. Nothing contained in the Contract Documents shall create any contractual relationship whatsoever between the Owner and any Materials Hauler. By definition, "Materials Haulers" are not considered Enrolled Contractors for OCIP coverage purposes.

**OCIP:** A program under which Workers' Compensation, Employer's Liability, General Liability and Excess Liability insurance are procured by the Owner for all Enrolled Contractors of every tier while performing specified operations at the project specific Jobsite.

**OCIP Claims Consultant:** The individual assigned by the OCIP Program Management who is responsible for coordinating the claims handling between the Owner, Enrolled Contractors and the Insurer(s).

**OCIP Program Management:** Willis Insurance Services of Georgia, Inc.

**OCIP Program Administration:** Resurgens Risk Management (RRM) is responsible for the day-to-day administration of the OCIP.

**OCIP Safety Director:** The person employed by the OCIP Program Administration with safety and loss prevention responsibilities for the Project.

**Offsite:** Premises other than the Jobsite.

**Onsite:** See Jobsite definition.

**Owner:** City of Atlanta.

**Project Site:** See Jobsite.

**Project Safety Manager:** The individual assigned by the General Contractor who supervises its employees and all Subcontractors for safety at the Jobsite.

**Site Safety Representative:** The individual(s) assigned to perform Onsite safety duties.

**Subcontractor:** Any individual, firm, or corporation undertaking construction or other services under a Contract with a General Contractor or its Subcontractors to furnish labor, services, materials and/or equipment, and/or perform operations at the Project site.

**Supplier:** A person or organization supplying materials or equipment needed for the completion of the Work by virtue of an agreement ("Supply Agreement") with the General Contractor or Subcontractor; or by scope of contract, by primary function on the Project, or by definition. Nothing contained in the Contract Documents shall create any contractual relationship whatsoever between the Owner and any supplier. By definition, "Suppliers" are not considered Enrolled Contractors for OCIP coverage purposes.

## SECTION 4 - SAFETY AND LOSS PREVENTION

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Protecting people and property are of paramount importance to the success of this Project. Incidents on this Project can be controlled and prevented through safe work practices. All Contractors and Subcontractors and each of their employees are responsible for safety on this Project.

Active participation by the Contractors and Subcontractors in all project safety and loss prevention programs is mandatory. They must demonstrate to their employees complete support and continuing involvement in all safety and loss prevention programs.

### 1. Safety Policy Statement

It is the objective of the General Contractor and the Owner that a safe work place is provided. The General Contractor and all others employed on the Project will conduct their work in a safe manner consistent with good construction safety practices in addition to all written requirements.

The General Contractor and the Owner require full compliance with these safety guidelines, with all federal, state and local laws, statutes, ordinances, rules, regulations, requirements and guidelines of government authorities, agencies and any other authorities having control or responsibilities bearing on the performance of this Project work.

Contractors and subcontractors are charged with the responsibility of preventing the occurrence of incidents or conditions that could lead to injuries or illness. The ultimate success of our safety program depends fully upon the total cooperation of every individual employee, and it is the employer's responsibility to ensure that safety rules and procedures are enforced and to further ensure that effective training and education programs are employed. Work will be performed in a safe manner to protect all employees, visitors, the public and adjacent property.

### 2. Project Safety and Loss Prevention Program

Contractors and Subcontractors shall ensure that their bids include the cost to maintain a safety and loss prevention program that meets or exceeds the requirements contained in the Construction Safety & Health Plan.

The General Contractor will have a Project Safety Manager. This individual will be a technical advisor to the General Contractor's Project management team and will be responsible for monitoring Contractors' and Subcontractors' compliance with all safety and loss prevention programs. The Project Safety Manager, along with the General Contractor's Project Manager will attend all OCIP meetings between the Owner, Willis, RRM and the Insurers.

## SECTION 5 - RETURN TO WORK POLICY

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All Enrolled Contractors are required to comply with the Owners' Return-to-Work policy as outlined below.

### Purpose

1. The purpose of the program is to place employees in temporary job positions while recovering from on-the-job injuries. The Owner and the Insurer are committed to working together to promote safety, recovery, and successful return of injured employees to temporary, modified work following a work related injury. Any injured employee who is placed in a modified work position is placed in that position for a **limited time only**.

### Procedures

2. The General Contractor and the Owner will cooperate with the Insurer in conjunction with the Enrolled Contractor to facilitate the return to work of any injured employee capable of modified work status.
3. The Insurer's adjuster will communicate with the managed care clinic or treating physician to determine the injured employee's temporary restrictions.
4. Once the employee is released to modified work, the Insurer's adjuster will coordinate with the managed care nurse and/or treating physician and the employer to facilitate the injured employee's return to work.
5. Upon being released to return to modified work, the injured employee will report to his/her employer for modified work assignment.
6. The employer will obtain from the employee (and provide copies to the General Contractor) the return to work status instructions from the treating physician.
7. The employer is required to accommodate the injured employee to the fullest extent and facilitate the return to work.
8. **Follow Up/Communication with Insurer:** It will be the responsibility of the Insurer's adjuster to maintain communication with the treating physician and employer to facilitate the prompt return to work of an employee to full work status. Should the employee reach maximum medical improvement and still be precluded from returning to full work status, the Insurer's adjuster will confer with the General Contractor and the employer regarding reassignment of the employee or to determine if further action required.

## Section 6 - INSURANCE PROVIDED BY THE OWNER (CONTINUED)

### 3. Excess Liability Insurance

Excess General Liability and Employer's Liability coverages will be provided with limits of \$50,000,000 each occurrence and in the aggregate. The limits are excess of the primary limits described in Items 1 and 2 above.

### 4. Builders' Risk: Owner shall procure and maintain Builders' Risk insurance which provides "all risk" coverage on the buildings, structure or work, and property of the Owner in the care, custody and control of the Contractor. The policy or policies shall be in the name of the Owner, and Contractors as their interests shall appear, and this shall be so stated on the ACORD certificate of insurance.

The policy will cover structures and materials during the course of construction that are part of the project and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site subject to policy sublimits.

Contractor will assume the responsibility for the first \$25,000 of any claim that is within the purview of this policy.

Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Builders' Risk insurance section or any other property insurance applicable to the work. Contractor shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the Contractor by Subcontractors. With respect to the waiver of rights of recovery, the Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, its consultants, employees and such agents and representatives. The Contractor waives as against any separate contractor all rights for damages caused by fire or other perils in the same manner as is provided above as against the Owner. The Owner shall require, by appropriate agreement written wherever legally required for validity, similar waivers in favor of the Contractor by any separate contractor and its subcontractors.

### 5. Contractors Pollution Legal Liability

The Owner will maintain Contractors Pollution Liability coverage for the duration of this contract for onsite activities. **Pollution Legal Liability** insurance covering pollution incidents at, under or emanating from the Project Site will be provided with coverage for third-party bodily injury, property damage, cleanup costs and defense costs. The policy will be written with a limit of at least **\$10,000,000**.

The first \$25,000 of any claim that stems from the operations of the Contractor, its subcontractors or sub-consultants will be fully borne by the Contractor as determined by the Owner.

## Section 7 - INSURANCE PROVIDED BY THE CONTRACTORS AND ALL SUBCONTRACTORS

---

Enrolled Contractors and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies acceptable to the Owner:

### 1. Business Automobile Liability Insurance

All Enrolled Contractors and Excluded Parties must provide Automobile Liability insurance covering the operation, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles on or away from the Project Site. The policy shall be endorsed to name the Owner, and other entities as required by contract, as additional insureds, on a primary and non-contributing basis and shall be endorsed with a Waiver of Subrogation in favor of the Owner and other entities as required by contract. Such insurance will provide coverage not less than that of the standard Commercial Automobile Liability policy with combined single limits not less than:

- Operations in the Non-AOA\* area:                   \$ 2,000,000
- Operations in the AOA\* area:                     \$10,000,000

\*AOA = Aircraft Operations Area

- In accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of ten million (\$10,000,000) combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.
- Contractual liability, if not provided in the policy form, is to be provided by endorsement.
- If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

### 2. Workers' Compensation and Employer's Liability

All Enrolled Contractors must have Workers' Compensation and Employer's Liability insurance covering all employees for injuries that occur away from the Project site or after project completion or OCIP termination or cancellation.

## **SECTION 7 - INSURANCE PROVIDED BY THE CONTRACTORS AND ALL SUBCONTRACTORS (CONTINUED)**

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### **5. Aviation Liability**

If required by the Owner, All Enrolled Contractors and Excluded Parties must provide Aviation Liability insurance covering all owned, non owned, and hired aircraft, used, operated, or hired by the Contractor or the applicable Subcontractor in connection with the Project, including bodily injury, property damage, and Passenger Liability with a minimum limit of \$10,000,000 each occurrence.

### **6. Watercraft Liability**

If required by the Owner, All Enrolled Contractors and Excluded Parties must provide Watercraft Liability and/or Protection and Indemnity insurance covering all owned, non-owned, and hired watercraft, used, operated, or hired by the Contractor or Subcontractor in connection with the Project, including bodily injury with a minimum limit of \$1,000,000 each occurrence.

### **7. Professional Liability (Architecture & Engineering Design Only)**

Per Claim Made and in the Aggregate \$5,000,000

- Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability insurance, including a three year Extended Reporting Provision.
- Owner reserves the right to provide this coverage and, should it elect to do so, will execute a deductive change order to remove the cost of this coverage from the contract price.

### **8. Qualifications of Insurers**

Each Insurer of an Enrolled Contractor or Excluded Party who provides any insurance coverage required by this section must meet each of the following requirements:

- The Insurer must be authorized by the State of Georgia to transact property and/or casualty insurance business in the State of Georgia;
- The Insurer must have an A.M. Best Policyholder Rating of a "A-" and a Financial Rating of "Class VIII" or higher.

### **9. Certificate of Insurance**

Prior to commencing any work at the Jobsite, all Enrolled Contractors and Excluded Parties must provide the Owner with a Certificate of Insurance. Failure of any party to provide such certificates of insurance will not be relief from the responsibility to carry and maintain such insurance. Certificates should be sent to the OCIP Administrator.

Coverage must include and Certificates of Insurance must evidence (see sample in forms section):

- a) Reference to: City of Atlanta, Hartsfield-Jackson Atlanta International Airport

## SECTION 8 - OCIP ONLINE REGISTRATION FORMS

### Step 1 - Online Registration Process

The OCIP utilizes an online enrollment program through Resurgens Risk Management. Contractors and all Subcontractors shall complete the online registration as outlined below.

#### Key Information You Will Need To Begin

1. FC Number (ex. FC-9999)
2. Company's Federal Identification #
3. Certificate of Insurance
4. Workers' Compensation and General & Umbrella Liability Policies' Declarations Page + Rate Sheets
  - o Note: Contractors whose current insurance program is a large deductible or loss sensitive plan will be required to provide additional documentation (including but not limited to three to five years payroll and loss history) so your insurance costs can be calculated appropriately. Contact the OCIP Administrator for additional instructions.
5. Estimated Contract Value & Labor by Workers' Compensation Classification Code

#### New Users

1. Go to OCIP online registration site at <https://www.hjiaocip.com/>
2. Complete New User Registration information on OCIP main page.
3. Verify your account by entering the user validation code, which will be sent via email.
4. Wait for General Contractor's online approval; then proceed with registration process.

#### Existing Users

1. Go to OCIP online registration site at <https://www.hjiaocip.com/>
2. Enter username / password.
3. Under the heading New OCIP Registration, select Register, enter project number.
4. Update user profile, select awarding contractor; then proceed with online registration.

#### **Completing Online Forms**

1. Complete Form 1, Check the Signature Box, Send.
2. Complete Form 2, Check the Signature Box, Submit.
3. Review your Submittal Form, Send.
4. You will receive a notice which states "Your Registration application is complete."
5. Email or fax the following to Neill Davis @ [Neill.Davis@atlanta-airport.com](mailto:Neill.Davis@atlanta-airport.com) or (404) 559-2395
  - a. Insurance Certificate (See sample certificate in Forms Section)
  - b. General Liability Additional Insured Endorsement (Comparable to CG 20 10 11/85)
  - c. Workers Compensation and General & Umbrella Liability Policy Declaration and Rate Sheets
    - i. Note: Contractors whose current insurance program is a large deductible or loss sensitive plan will be should also forward three to five years payroll and loss history. The OCIP Administrator may request additional information to verify your insurance costs.

For detailed registration instructions, go to <https://www.hjiaocip.com/>  
Select "Instructions" at the bottom of the page.

## SECTION 8 - OCIP ONLINE REGISTRATION FORMS (CONTINUED)

### Step 2 – Updating Enrollment to Include Work Modifications or Change Orders

Enrolled Contractors must submit a Form 3 – Supplemental Insurance Information Form for *any* scope of work modifications or change orders which exceed twenty percent (20%) of their original contract amount.

#### Completing Online Form

1. Go to <https://www.hjiaocip.com/>
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 3.
5. Provide additional contract value, scope of work, start/end dates, estimated man-hours and new Workers Compensation and General Liability codes, rates, etc.
6. Enter your name in the "Form Completed By" field, insert phone number, Submit.
7. Acceptance is subject to General Contractor's approval.

## SECTION 8 - OCIP ONLINE REGISTRATION FORMS (CONTINUED)

### Step 4 – Notice of OCIP 85% Milestone

#### Form 4 – Notice of OCIP 85% Milestone

Enrolled Contractors will receive a notification from the system or the OCIP Administrator upon earning 85% of their insurance costs being tracked. At this point, subcontractors are required to update their contract information online as outlined below.

1. Go to <https://www.hjiaocip.com/>
2. Sign in to user account
3. Select the applicable project number from the drop down box under **Active Enrollments**
4. Select Form 4
5. Insert estimated date of completion
6. Provide names of subcontractors completing work on the same date. Use this space to explain if completion is delayed and why.
7. Update company information if necessary
8. Enter form completed by and phone number and submit

#### Important Notes

- a. Confirm that Contract work is 85% complete, or advise of any changes in the scope of work.
- b. Verify that all payroll and hours have been reported accurately.

**SECTION 9 - FORMS SECTION**

**Form 1 – OCIP Registration Form (Part I)**




**Hartsfield-Jackson Atlanta International Airport OCIP**

Attention: Neil Davis, OCIP Administrator / ndavis@hmagt.com  
 1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30301  
 Fax (404) 501-3515

**FORM 1 - REGISTRATION FORM (PART 1)**

*NOTE: The Primary Contractor must complete the Hartsfield-Jackson Atlanta International Airport OCIP Form 1 for EACH subcontractor on the project, as well as for the Primary.*

\* Fields marked with asterisk are **REQUIRED** for submission of this form.

**FORM 1.1: COMPANY CONTACT INFORMATION**

<p><b>Project ID*</b></p> <input style="width: 90%;" type="text"/> <p><b>Name of Firm*</b></p> <input style="width: 90%;" type="text"/> <p><b>Address*</b></p> <input style="width: 90%;" type="text"/> <p><b>Phone Number</b></p> <input style="width: 90%;" type="text"/> <p><b>Web Address</b></p> <input style="width: 90%;" type="text"/>	<p><b>Project Name*</b></p> <input style="width: 90%;" type="text"/> <p><b>FEIN*</b></p> <input style="width: 60%;" type="text"/> <p><b>City, State, Zip*</b></p> <input style="width: 90%;" type="text"/> <p><b>Contractor is *</b></p> <p>Incorporated <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Prop. <input type="checkbox"/> Joint Venture <input type="checkbox"/></p> <p><b>Ownership</b></p> <p>African-American <input type="checkbox"/> Hispanic <input type="checkbox"/> Female <input type="checkbox"/> Disadvantaged <input type="checkbox"/></p>
--	--

<b>Office Contact Name*</b>	<b>Phone*</b>	<b>Ext*</b>	<b>Fax*</b>	<b>E-Mail*</b>
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 20%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
<b>Safety Contact Name</b>	<b>Phone</b>	<b>Ext</b>	<b>Fax</b>	<b>E-Mail</b>
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 20%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
<b>Site Contact</b>	<b>Phone</b>	<b>Ext</b>	<b>Fax</b>	<b>E-Mail</b>
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 20%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>
<b>Payroll Contact</b>	<b>Phone</b>	<b>Ext</b>	<b>Fax</b>	<b>E-Mail</b>
<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 20%;" type="text"/>	<input style="width: 90%;" type="text"/>	<input style="width: 90%;" type="text"/>

**SECTION 9 - FORMS SECTION (CONTINUED)**

**Form 2 – OCIP Registration Form (Part 2)**




**Hartsfield-Jackson Atlanta International Airport OCIP**

Attention: Neil Davis, OCIP Administrator / ndavis@hmgf.com  
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30301  
Fax (404) 591-3315

**FORM 2 - REGISTRATION FORM (PART 2)**

**NOTE:** Required insurance coverages and limits are shown in the contractor instruction materials. Information disclosed on this form is subject to audit and adjustment throughout the term of the project. After completing this form, fax your policy declaration pages and schedule rate sheets to (404) 591-3515.

*NO certificates or policies will be provided under the OCIP until this form and all related documents are received.*

\* Fields marked with asterisk are REQUIRED for submission of this form.

**FORM 2.1: INSURANCE PROVIDER INFORMATION**

Project	Project Name
Contractor	FEIN

**CURRENT INSURANCE INFORMATION**

Required insurance coverages and limits are shown in the Bid Brochure, Paragraph "A". Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

Insurance Broker or Agent Company*	Insurance Broker Address		
Insurance Contact	Phone*	Fax	Email

**FORM 2.2: WORKMENS COMPENSATION INFORMATION**

Workers Comp Insurance Co.	Policy Period (mm/dd/yyyy)	Policy Number*
WC Experience Modifier*	Deductible	Retention

**SECTION 9 - FORMS SECTION (CONTINUED)**

**Form 2 – OCIP Registration Form (Part 2) (Cont.)**

**FORM 2.3: GENERAL LIABILITY INFORMATION (cont.)**

GL Code*	Rate*	Est. Payroll* Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Subtotal*</b>			<input type="text"/>

It is extremely important to accurately estimate payroll anticipated for this project if GL premiums are based on payroll and to accurately estimate receipts if GL premiums are based on receipts.

After submitting this form, fax a copy of your declaration page and schedule rate sheet; no enrollment will be processed until they are received.

Premium Discount:

Total GL Premium\*

Estimated Subcontractor Premiums (Submit cost identification sheet for each subcontractor or calculate 3% of subcontractor value for each subcontractor's estimated insurance cost) \*

**FORM 2.4: UMBRELLA & EXCESS COVERAGE**

Umbrella Insurer	Coverage Limit	Policy Period (month/year)	Policy Number	Premium
<input type="text"/>	<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>	<input type="text"/>
Excess Insurer	Coverage Limit	Policy Period (month/year)	Policy Number	Premium
<i>(if none or unknown, leave these spaces blank)</i>			<i>(enter number values, or leave blank if none or unknown)</i>	
<input type="text"/>	<input type="text"/>	<input type="text"/> to <input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Profit &amp; Overhead</b>				<input type="text"/>

This amount must equal the insurance credit indicated on your bid proposal. "Grand Total Premiums" represents the amount of insurance premiums the contractor has excluded from the bid amount since the Owner is furnishing the construction insurance.

Grand Total Premiums

## SECTION 9 - FORMS SECTION (CONTINUED)

### Basis of Insurance Cost Calculation – Coverage and Limits

**1. Workers' Compensation - Applicable Statutory Limits**

- 2. Employer's Liability –**
- \$ 500,000 Each Accident
  - \$ 500,000 Each Disease - Each Employee
  - \$ 500,000 Each Disease - Policy Limit

**3. Commercial General Liability –**

- \$ 1,000,000 Each Occurrence
- \$ 2,000,000 General Aggregate
- \$ 2,000,000 Products/Completed Operations Aggregate\*
- \$ 1,000,000 Personal Injury and Advertising Liability
- \$ 300,000 Damage to Premises Rented to You

\*Including term up to 5 years after substantial completion

**4. Umbrella/Excess Liability -**

**The General Contractor: \$10,000,000 Each Occurrence/Aggregate**

**SECTION 9 - FORMS SECTION (CONTINUED)**

**Form 3 – Change Order Form (Cont.)**

**GL Rate Based On\***  
 Payroll    Receipts    Receipts per \$100    Receipts per \$1000    Flat Rate Premium

GL Code*	Rate*	Est. Payroll/Receipts*	Premium*
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**It is extremely important to accurately estimate payrolls for this contract. Payroll should be raw wages without burden, fringes or overtime premium, but should include sick, vacation, holiday pay and imputed income.**

Estimated Subcontractor Premiums (Fax Cost Identification Sheet for Each Subcontractor or Calculate 3% of Subcontractor Value for Each Subcontractor's Estimated Insurance Cost)

Premium Discounts	<input type="text"/>
Total GL Premium	<input type="text"/>
Uninsured Premium	<input type="text"/>
Excess Liability	<input type="text"/>
<b>TOTAL</b>	<input type="text"/>

Name (Print or Type)  Phone

Title  Date Completed

**I certify that I am the above-described person, and that I am legally authorized and eligible to submit the information contained in this form on behalf of the above-described contractor in relation to work to be performed within the scope of the Hartsfield-Jackson Atlanta International Airport OCIP program. I affirm that all information contained in this document is true and complete to the best of my knowledge.**

Signature

© 2012 Resurgens Risk Management, Inc.

**SECTION 9 - FORMS SECTION (CONTINUED)**

**Form 5 - Man Hours & Payroll/Receipts Form**



**Hartsfield-Jackson Atlanta International Airport OCIP**  
 Attention: Neil Davis, OCIP Administrator / ndavis@resurg.com  
 1201 Peachtree St. NE, 402 St., 1720, Atlanta, GA 30309  
 Fax (404) 591-3515

**FORM 5 - MANHOURS & GL PAYROLL/RECEIPTS FORM**

<b>Contractor</b> _____		<b>Project ID</b> _____	
<b>Address</b> _____		<b>City, State ZIP</b> _____	
<b>Office Contact</b> _____	<b>Office Phone</b> _____ ext. _____	<b>Fax</b> _____	<b>Email</b> _____
<b>Payroll Contact</b> _____	<b>Payroll Phone</b> _____ ext. _____	<b>Fax</b> _____	<b>Email</b> _____
<b>Awarding Contractor</b> _____		<b>Primary Contractor</b> _____	

**Month** \_\_\_\_\_ **Year** \_\_\_\_\_ **City & Month** \_\_\_\_\_

WIC Code	Total WIC Pay	Hours Reg	Hours OT
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
<b>TOTALS</b>	_____	_____	_____

**GL Rate Based On\***  
 Payroll     Receipts     Receipts per \$100     Receipts per \$1000     Flat Rate Premium

SECTION 9 - FORMS SECTION (CONTINUED)

Form 6 – Notice of Completion




**Hartfield Jackson Atlanta International Airport OCEP**  
Atlanta, GA 30334  
 404.488.4000  
 www.hartfield.com

**FORM 6  
 COMPLETION OF WORK**

Contractor: <input type="text" value="FEDM"/>		<input type="text"/>
Please be advised, we have completed our work for		
Awarding Contractor: <input type="text"/>		Prime Contractor: <input type="text"/>
Project ID / Title: <input type="text"/>		Completion Date: <input type="text"/>
Initial Contract Value: <input type="text"/>	Final Contract Value: <input type="text"/>	
Estimated Hours: <input type="text"/>	Final Hours Worked: <input type="text"/>	
Initial Payroll: <input type="text"/>	Final Payroll: <input type="text"/>	

Estimated WC Payroll		
WC Code	Rate	Estimated WC Payroll
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
		Total: <input type="text"/>

Final WC Payroll		
WC Code	Rate	Final WC Payroll
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
		Total: <input type="text"/>

Est. GL Receipts/Payroll		
GL Rate Based On	<input type="radio"/> Payroll For \$100 <input type="radio"/> Payroll For \$1000 <input type="radio"/> Receipts For \$100 <input type="radio"/> Receipts For \$1000 <input type="radio"/> Flat Premium	
GL Code	Rate	Est. GL Receipts/Payroll
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
		Total: <input type="text"/>



**City of Atlanta, Department of Aviation  
Atlanta Hartsfield International Airport Expansion Project  
Insurance Program**

**Insurance Information Form (Page 1)**

Contractor Name:  
 Subcontractor To  
 (if applicable):  
 Address:  
 Phone:  
 Project Name: \_\_\_\_\_ Contract No.: \_\_\_\_\_  
 Contract Amount: \_\_\_\_\_ Est. Payroll: \$ \_\_\_\_\_  
 Est. Start Date: \_\_\_\_\_ Est. End Date: \_\_\_\_\_

I. Workers' Compensation Information (Project Site Only):  
 (See next two pages for classification codes).

<u>Classifications</u>	<u>W. C. Code</u>	<u>Current Rate x Payroll</u> <u>Per \$100 of Payroll</u>	<u>Premium</u>
1. _____	_____	\$ _____ X \$ _____ = \$ _____	
2. _____	_____	\$ _____ X \$ _____ = \$ _____	
3. _____	_____	\$ _____ X \$ _____ = \$ _____	
4. _____	_____	\$ _____ X \$ _____ = \$ _____	
5. _____	_____	\$ _____ X \$ _____ = \$ _____	

(Attach Worksheet if more than five codes are used)

Totals: \$ \_\_\_\_\_ \$ \_\_\_\_\_

Experience Modifier: X  
 Modifier Premium:  
 Employers' Liability (Coverage One -B): +  
 Total Modified Premiums: \$  
 Regular Workers' Compensation Insurer:  
 \_ Experience Rating Date (Policy Effective Date):  
 \_ Interstate Bureau I.D. #  
 \_ Federal Employer I.D.#

**City of Atlanta, Department of Aviation Atlanta  
Hartsfield International Airport Expansion Project  
Insurance Program**

**Insurance Information Form (Page 2)**

Classifications Premium	GL Code	Current Rate x Payroll Per \$100/\$1000 of Payroll
II. General Liability:		\$ _____ X \$ _____ = \$ _____
III. Excess/Umbrella Liability		\$ _____ X \$ _____ = \$ _____
IV. Completed Operations (Five Years)		\$ _____ X \$ _____ = \$ _____
V. Lower-Tier Contractor Premium (Excluding Auto):		= \$ _____
VI. Total Premium (I+II+III+IV+V):		\$ _____
VII. Overhead and Profit on Insurance Premiums:		+ \$ _____
VIII. Total Amount Excluded from Bid (VI + VII):		\$ _____

Agreement: Contractor agrees to permit the City of Atlanta or its Agent to inspect the insurance policies and payroll records used in determining the premium cost outlined above. (As per the General Conditions of the Contract).

Signed by: \_\_\_\_\_ Title: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_  
Contractor's Insurance Broker or Agent:

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

City: \_\_\_\_\_ Phone: \_\_\_\_\_  
(Include Area Code)

## Workers' Compensation Classification Codes

Code	Description
8601	Architect, or Engineer – Consulting
5188	Automatic Sprinkler Head Installation
5190	Cable Installation and Drivers
5403	Carpentry
5437	Carpentry-Trim and Cabinet
5610	Cleaner-Debris Removal
8810	Clerical Office Employees
5213	Concrete Construction
5221	Concrete or Cement Work-Floors, Driveways, Yards or Sidewalks and Drivers
6325	Conduit Construction – For Cables or Wires, and Wires and Drivers
5606	Contractor – Executive Supervisor
6229	Drainage or Irrigation System Construction, and Drivers
6204	Drilling NOC and Drivers
3724	Electrical Apparatus Installation or Repair, and Drivers
7538	Electrical light or Power Line Construction, and Drivers
5190	Electrical Wiring
5160	Elevator Erection or Repair
6217	Grading or Land, and Drivers
6400	Fence Erection – Metal
9521	Floor Covering Installation
6319	Gas, Steam, or Water Main Connection, and Drivers
5462	Glaziers – Away from Shop
6217	Grading or Land, and Drivers
5479	Insulation Work NOC
5057	Iron and Steel Erection
6229	Irrigation System Construction
0042	Landscape Gardening
5022	Masonry
3724	Milwright work, and Drivers
6003	Pile Driving
5183	Plumbing, and Drivers
7219	Rigging, and Drivers

6306	Sewer Construction – All Preparation, and Drivers
<b>Code</b>	<b>Description</b>
5538	Sheet Metal Work – Shop and Outside, and Drivers
5703	Shoring (including Sheeting, Bracing, Decking, etc.)
3726	Tank Erection or Repair – Metal – Within Buildings
5445	Wallboard Installation

**Other**




## EXHIBIT D

### CONSTRUCTION SAFETY AND HEALTH PLAN (OCIP) FC-8195 CPTC-Modernization-LANDSIDE

#### 1.0 Safety and Health Plan.

- 1.1 The City of Atlanta ("CITY") has established this Construction Safety and Health Plan ("Plan") to promote safety and to minimize and control hazards and risks associated with construction projects at the Airport.
- 1.2 It is our goal to have zero safety incident Projects where all personnel can perform assigned tasks in a safe environment in accordance with governmental requirements and industry standards as specified in paragraph 2.0 of this document.
- 1.3 In this Plan, CITY's Safety Representatives include City of Atlanta's Office of Enterprise Risk Management, its CITY Controlled Insurance Program Safety (OCIP) Director, the Program Safety Manager, designated CITY Safety professionals performing as Owner Representative, and any other designee of CITY. In the event of any conflicting determinations among the CITY's Safety Representatives and / or consultants, the decision of the Director of CITY's Office of Enterprise Risk Management shall prevail.
- 1.4 The following CONTRACTOR submitted plans require approval by CITY before construction work can be started:
  - 1.4.1 Site Specific Safety Plan (see paragraph 8.0 of this document)
  - 1.4.2 Fire Prevention Plan (see paragraph 9.0 of this document)
  - 1.4.3 Hazard Communication Plan (see paragraph 10.0 of this document)
  - 1.4.4 Traffic Control Plan (see paragraph 11.0 of this document)
  - 1.4.5 Trench Excavation Plan (if required) (See paragraph 12.0 of this document)
- 1.5 If a project is designated to be covered under the OCIP insurance coverage, the CONTRACTOR must first enroll the company through the OCIP web-based system and, additionally, ensure all subcontractors are properly enrolled. No contractor or subcontractor personnel will be allowed on a construction site until

all OCIP enrollment requirements are complete; OCIP badging is complete; the Project Safety Manager is approved; and required Plans, per paragraph 1.4, are approved.

## **2.0 Government Requirements and Industry Standards.**

2.1.1 CONTRACTOR will comply with all Governmental Requirements and industry standards pertaining to safety and health at any Jobsite, including, but not limited to:

- 2.1.1.1 OSHA Construction Safety and Health Regulations, CFR Part 1926
- 2.1.1.2 CFR Part 1910
- 2.1.1.3 NFPA Standards
- 2.1.1.4 Operational Safety on Airport Construction (FAA 150/5370-2C)
- 2.1.1.5 N.E.C Standards
- 2.1.1.6 ANSI Standards
- 2.1.1.7 EPA Standards
- 2.1.1.8 MUTCD Standards

**3.0 Responsibilities.** This Plan is part of the Contract Documents. CONTRACTOR must, at all times, comply with all aspects of this Plan as well as ensure that all employees and subcontractors comply with the provisions of this Plan. CONTRACTOR will provide to CITY, and any person designated by CITY, access to CONTRACTOR personnel and to CONTRACTOR owned facilities for the purpose of performing audits and inspections of CONTRACTOR, CONTRACTOR personnel and/or any of the relevant information relating to the Plan and/or this Agreement. CONTRACTOR is subject to being audited under this Plan at any time during the term of this Agreement. CONTRACTOR shall provide full cooperation to CITY and its designated persons in connection with audit functions and examinations by regulatory authorities.

### **3.1 Contractor Responsibilities.**

3.1.1 CONTRACTOR must include the obligations of this Plan in all of its written employment agreements, Subcontracts, purchase orders and any other documents utilized by it in obtaining goods and services relating to CONTRACTOR's performance of this Contract and Work on the Project. The failure of CONTRACTOR to submit any reports required by this Plan or to violate any of its provisions shall be sufficient cause to terminate CONTRACTOR'S right to proceed with the work. Stoppage or termination to proceed under this provision should not give rise to CONTRACTOR's right to seek damages or other relief for any resulting delay.

**Noncompliance with any provision is sufficient cause for the City to delay approval of CONTRACTOR'S invoices for progress payments.**

- 3.1.2 CONTRACTOR's Project Safety Manager may conduct as many inspections as he/she deems necessary on a daily basis. However, CONTRACTOR **must conduct** at least one (1) inspection per day of CONTRACTOR's Work, Jobsites and storage areas to assure safe conditions and practices. The Project Safety Manager will determine the number of daily inspections based on the sensitivity of the work being performed and in a sufficient manner to monitor safe operations on the Project.
- 3.1.3 Provide for training of all Employees in all Plan requirements, to include OCIP and CONTRACTOR safety orientation as well as trade training.
- 3.1.4 Immediately report to CITY'S Safety Representatives of any death, injury or damage to property at any Jobsite (or Work storage area) on the Airport or any other property adjacent to or near the Airport at which Work under this Contract is performed, per paragraph 7.0 of this document.
- 3.1.5 Full cooperation in the conduct of inspections by CITY's Safety Representatives, governmental agencies and other agencies of competent jurisdiction, e.g. OSHA. Copies of citation notices received by CONTRACTOR or its subcontractors from such agencies must be submitted to the CITY's Safety Representatives immediately upon receipt.
- 3.1.6 Use of equipment and protective devices as required by applicable regulatory agencies and CITY.
- 3.1.7 Immediate correction by CONTRACTOR of any unsafe conditions or unsafe acts by its employees, subcontractors, vendors, suppliers, etc.
- 3.1.8 Medical surveillance requirements for personnel exposed to hazardous substances, e.g. radiation badges.
- 3.1.9 Safety requirements and procedures for decontamination facilities, e.g. protective clothing and warning signs.
- 3.1.10 The use of forms and other information attached to this Plan, or such other forms or versions of those forms that CITY may, from time to time, direct CONTRACTOR to use.

3.1.11 Thorough investigation of safety incidents to ensure the inclusion of witness statements, completed incident forms, development of lessons learned that are fully distributed through the contractor's team and its subcontractor's, and incident investigation follow-up when new information has been obtained.

**4.0 CONTRACTOR Obligations.** The CONTRACTOR acknowledges that the effectiveness of this Plan depends on the active participation and cooperation of the CONTRACTOR, its Subcontractors and all Employees.

**4.1 General.** CONTRACTOR must:

4.1.1 Employ a full-time site dedicated Project Safety Manager per shift. The Project Safety Manager shall ensure that all of the Contractor's and its Subcontractors' activities under this Contract are in compliance with this Plan, the Contractor's Site-Specific Safety Plan, all Governmental Requirements and applicable industry standards. The CONTRACTOR's Project Safety Manager must submit weekly reports to the CITY's Safety Representatives each Monday on the previous week's inspections. CONTRACTOR's Project Safety Manager must utilize the Contractor's Safety Performance Report as required by OCIP.

4.1.1.1 The CONTRACTOR's responsibility cannot be delegated to subcontractor, suppliers or other persons. CONTRACTOR and lower tier subcontractor shall have a safety representative as a member of its organization at the jobsite whose duty it shall be to conduct its safety program and monitor subcontractor's compliance with the requirements of this document and preventing unsafe conditions and accidents. CONTRACTOR shall submit the qualifications (Resumes) of all proposed safety representatives to the CITY's Safety Representatives for review and consent prior to mobilization on the site. If the subcontractor's projected workforce is a total of twenty-four (24) or less an appropriately trained and experienced supervisor shall be given the duties of Safety Representative. If the subcontractor's projected workforce is twenty-five (25) or more a full-time safety professional shall be assigned to the site. When the subcontractor's total trade work force exceeds one hundred fifty

(150) or more an additional safety professional shall be assigned. CONTRACTOR will be in compliance with paragraph 4.2: *Training Attendance Requirements*.

4.1.2 Comply with applicable Governmental Requirements, industry standards, and Airport Regulations and Requirements, as outlined in this Plan and the Contract Documents.

4.1.3 Provide safety incident data to the City's Safety Representatives, as required.

4.1.4 Must return OCIP badges to the OCIP Office when CONTRACTOR's employees are no longer working on the Project.

4.1.5 CONTRACTOR is ultimately responsible for accident prevention and Jobsite safety. This responsibility may not be delegated to Subcontractors or other Persons.

4.1.6 **Experience Modification Rate (EMR) Requirements for Subcontractor(s):**

4.1.6.1 Contractor shall not, without the prior written approval of ENGINEER, subcontract with any entity which exceeds the following safety ratings for the previous year.

4.1.6.1.1 EMR: 1.00

4.1.6.1.2 LWDC: 2.00

4.1.6.1.3 OSHA Recordable: 4.00

4.1.6.2 If the Contractor elects to enter into a subcontract with any entity that exceeds the above minimum requirements, the Contractor shall submit supporting documents to the CITY identifying the reason(s) for the Subcontractor's rate(s) being higher than the above stipulated rates. The additional documents to be submitted include the previous three (3) years OSHA 300 Logs, the previous three (3) years EMR ratings and any other documents deemed necessary by the ENGINEER to complete the review. In addition, the Contractor will provide, in writing, to the

ENGINEER those additional safety oversight and mitigation measures to include changes to its work plan that the Contractor will implement in monitoring and in assisting the "at risk" Subcontractor until that portion of the Contract is complete. The ENGINEER, the Program Safety Manager and the OCIP Safety Director will review the submitted documents. The ENGINEER will render a decision regarding acceptance of the "at risk" Subcontractor on the project site and/or into the OCIP.

#### **4.2 Training Attendance Requirements.**

- 4.2.1 All Employees must attend a required Project Safety Orientation Class provided by the CONTRACTOR prior to starting Work on any Airport project. The orientation will cover all requirements outlined in section 4.4.1. After completion of the Project Safety Orientation Class, workers will receive an OCIP badge that must be worn on the outer layer of clothing between the belt and the shoulder.
- 4.2.2 CONTRACTOR, upon request, must provide evidence of the competent person's training for critical items of work (e.g., trench excavation).

#### **4.3 CONTRACTOR Project Safety Manager Approval Process.**

- 4.3.1 CONTRACTOR shall submit a resume(s) showing the experience and qualifications for Contractor's proposed Project Safety Manager(s) to the CITY's Safety Representatives prior to mobilization at any Jobsite. The minimum qualifications for a CONTRACTOR Project Safety Manager must have verifiable experience administering a safety program with a comparable size workforce on a similar type project. The Program Safety Manager and the CITY's OCIP Safety Director will review the submitted resumes for the Contractor's proposed original or successor Safety Manager(s) to assure that the minimum qualifications are met.
- 4.3.2 CONTRACTOR's project manager and superintendent must have a minimum of OSHA 30 safety training.
- 4.3.3 CONTRACTOR's Project Safety Manager must be OSHA 500 authorized.

4.3.4 CONTRACTOR is solely responsible for ensuring that its Project Safety Manager is of the caliber and quality to ensure compliance with the Construction Safety and Health Plan and the Contractor's Site-Specific Safety Plan.

4.3.5 The CITY reserves the right to interview a proposed candidate to better ascertain knowledge and experience before approving or disapproving a candidate. After the Project Safety Manager is approved, the CITY reserves the right to remove CONTRACTOR'S Project Safety Manager at any time for non-performance and/or non-compliance with The Construction Safety and Health Plan.

4.4 **CONTRACTOR's Project Safety Manager Responsibilities.** Contractor's Project Safety Manager must perform daily safety inspections of all Jobsites to eliminate unsafe acts and/or conditions in violation of the Contract Documents, Contractor's Site-Specific Safety Plan, and OSHA regulations.

4.4.1 Ensure that all workers attend, prior to commencing Work, an orientation program coordinated by the CONTRACTOR that will include, as a minimum, a review of: (a) hazards present in the area of Work; (b) the personal protective equipment and apparel employees must use or wear as specified under OSHA, and this Plan, (c) accident/incident reporting procedures; and (d) the panel of physicians available for treatment. Meetings must be conducted to accommodate all language requirements of the CONTRACTOR's Employees attending.

4.4.2 Ensure all Employees and subcontractors are made aware of the steps to take in the event of an accident or incident and the location of first aid facilities.

4.4.3 Provide weekly written reports to CITY'S Safety Representatives of all observed unsafe conditions or practices at any Jobsite, in violation of the Contract Documents, Contractor's Site-Specific Safety Plan, OSHA, Governmental Requirements or industry standards, specifically detailing all corrective actions taken.

4.4.4 Conduct root cause analysis following ALL personnel, equipment, and near-miss incidents.

- 4.4.5 Assist Program Safety Manager in the follow up root cause analysis, to include all documentation requested by the Program Safety Manager.
- 4.4.6 Review safety meeting reports submitted by all Job Superintendents and take necessary action to ensure that meaningful weekly safety meetings are being conducted.
- 4.4.7 Implement safety-training programs for all Job Superintendents and Employees applicable to specific responsibilities of each position.
- 4.4.8 Control the availability and use of necessary safety Equipment, including Personal Protective Equipment (PPE) for all Employees.
- 4.4.9 Cooperate with Safety Managers of other contractors, and take necessary steps to promptly implement appropriate safety recommendations.
- 4.4.10 Hold safety meetings on a weekly basis. Documentation of topics discussed and attendees must be maintained by CONTRACTOR and provided to the CITY'S Safety Representatives on the Monday following each week of the Project Work. Meetings must be conducted to accommodate all language requirements of the CONTRACTOR's Employees attending.
- 4.4.11 Provide monthly man-hour reports to the OCIP Administrator on the Monday following the 10<sup>th</sup> of the month. CONTRACTOR will ensure compliance of his staff and his subcontractors.
- 4.4.12 Attend the scheduled OCIP Safety Meeting at time and location determined by the OCIP Safety Director. The schedule of OCIP Safety meetings will be provided at the start of the project.

## **5.0 Miscellaneous Safety Requirements.**

- 5.1 **Safe Operations.** CONTRACTOR is fully and solely responsible for conducting all operations under this Contract at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to individuals and damage to property. CONTRACTOR must continually and diligently inspect all equipment, materials and Work to discover any conditions that might involve such risks

and is solely responsible for discovery and correction of any such conditions.

- 5.2 **Safety Orders.** CONTRACTOR must have copies of appropriate Federal, State and Local Safety Regulations at all Jobsites available for Employees to review and must comply with all provisions.
- 5.3 **General Safety Provisions.** CONTRACTOR must protect the health and safety of Employees, the public and other Persons, prevent damage to property, Materials, supplies, and Equipment and avoid interrupting the normal operation of the Airport. Although the list below is not exhaustive, CONTRACTOR must:
- 5.3.1 Ensure only approved safety cans are used for flammable and combustible liquids. "No Smoking or Open Flame" signs and fire extinguishers must be provided where required or as directed by owner's safety representative. Approved safety cans must be metal with flash arresters and spring-loaded tops.
  - 5.3.2 Prevent construction/maintenance activities or materials from hampering any crash-fire-rescue vehicle access to any parts of the Airport.
  - 5.3.3 Continuously remove all bird attractions, such as edibles (food scraps, etc.) or other miscellaneous garbage, trash, or pooled water at all Jobsites where CONTRACTOR is performing Work.
  - 5.3.4 Secure all material and equipment to prevent displacement from wind or jet blast. No survey or barricade tape is to be used on any project inside the Aircraft Movement Area (AMA).
  - 5.3.5 Have temporary electrical service equipped with ground fault circuit interrupters.
  - 5.3.6 Provide adequate and proper fencing, barricading, marking, and lighting of construction, maintenance or other sections of the Airport that are temporarily closed to normal Airport use.
  - 5.3.7 Ensure that all Employees working on, erecting, dismantling or modifying any scaffolding are trained by a competent person.

5.3.8 The CONTRACTOR must ensure all documentation of project safety training as well competent person training are maintained and are easily accessible, if required.

**6.0 Protection of the Public and Property.** CONTRACTOR must take all steps necessary to ensure protection of the public and property, including, but not limited to, adhering to the following requirements:

- 6.1 When it is necessary to maintain public use of Jobsites involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, CONTRACTOR must protect the public with appropriate guardrails, lighting, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. This mandatory protection must guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
- 6.2 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public must be kept clear of obstructions to permit safe ingress and egress of the public at all times.
- 6.3 Appropriate warnings, signs and instructional safety signs must be conspicuously posted where necessary. In addition, a signalman must control the movement of motorized equipment in areas where the public might be endangered, in accordance with the MUTCD.
- 6.4 Sidewalk sheds, canopies, catch platforms, and appropriate fences must be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.
- 6.5 A temporary fence must be provided around the perimeter of above ground operations adjacent to public areas, except where a sidewalk shed or fence is required. Perimeter fences must be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence must be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence. Fences, which serve also as a component of the airfield security fence or within the Air Operations Area (AOA), shall be constructed in accordance with applicable Airport specifications.

- 6.6 Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding three hundred (300 feet) (90 m) also must be maintained, unless otherwise modified by CITY.
- 6.7 CONTRACTOR must furnish, erect, and maintain all barricades, warning signs and markings for hazards necessary to protect the public and the Work. When used during periods of darkness, such barricades, warning signs and hazard markings must be suitably illuminated, in accordance with the MUTCD.
- 6.8 Warning signs and lights, meeting Airport and FAA requirements, must be maintained from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public. These items must be placed at both ends of the protections or obstructions and not over twenty (20) feet apart alongside of the protections or obstructions.
- 6.9 Temporary sidewalks must be provided when a permanent sidewalk is obstructed by CONTRACTOR's operations. Guardrails must be provided on both sides of temporary sidewalks.
- 6.10 Fuel-burning lanterns, burn barrels, torches, flares, or other open-flame devices, are prohibited.

#### **7.0 Accident Investigation and Reporting.**

- 7.1 **ALL ACCIDENTS, INCIDENTS, NEAR MISSES, UNSAFE ACTS OR UNSAFE CONDITIONS MUST BE IMMEDIATELY REPORTED PER THE INCIDENT REPORTING PROTOCOL AND FOLLOWED UP WITH A WRITTEN REPORT WITHIN TWENTY-FOUR (24) HOURS OF THE OCCURRENCE. THIS PROTOCOL DOCUMENT WILL BE PROVIDED UPON ENROLLMENT IN THE OCIP.**
- 7.2 **First Aid. All accidents which occur from operations or Work performed at the Airport must be referred to the listed panel of physicians, except in cases of extreme emergency. This list will be provided to the CONTRACTOR upon enrollment in the OCIP.**
- 7.3 **Emergency Telephone Numbers. CONTRACTOR must post a list of emergency telephone numbers; to include doctor and ambulance, fire, etc., next to telephones at the Project.**

- 7.4 **Posted panel of physicians.** CONTRACTOR must post the Panel of Approved Physicians furnished by the OCIP Insurance Carrier in a conspicuous location where it can be seen by all Employees.
- 7.5 CONTRACTOR must secure the affected area immediately after the accident in order to prevent any alteration of the scene before the investigation. The area is to be cordoned off and an individual posted by CONTRACTOR to restrict unauthorized personnel as necessary.
- 7.6 CONTRACTOR shall not make any news releases or statements to the public regarding any matters related to the Project.
- 7.7 CONTRACTOR must obtain witness statements when there has been an incident/accident. The witness must sign and date the statement. CONTRACTOR must provide the CITY'S Safety Representatives with all witness statements within twenty-four (24) hours of completion of witness statements.
- 7.8 The Incident/Accident Report form must be filed within twenty-four (24) hours of the occurrence with the CITY's Safety Representative, the Program Safety Manager, and the OCIP Safety Director.
- 7.9 Appropriate drug screening must be conducted after any incident or accident within four (4) hours.
- 7.10 CONTRACTOR will conduct a root cause analysis with the appropriate parties involved in the incident and other stakeholders within 48 hours of the incident. A detailed summary report of the results of the analysis will be provided to the CITY's Program Safety Manager and the OCIP Safety Director.

#### **8.0 Site-Specific Safety Plan.**

- 8.1 **General:** This Plan is intended as a universal document for all work the CONTRACTOR is to perform per the Contract Documents. Once approved by the CITY's Office of Enterprise Risk Management, it must be fully briefed and disseminated to all contractor personnel and subcontractor personnel. This Plan is a "living document" and will be updated as needed.
- 8.2 Site specific safety plan must be developed in accordance with guidelines in Appendix 1 of this document.

## **9.0 Fire Prevention Plan / Program.**

**9.1 General.** A Fire Prevention Plan / Program must be submitted in writing to the ENGINEER, for review and coordination with other Jobsite activities prior to commencing Work at any Jobsite. Such program must include:

- 9.1.1** At a minimum, OSHA and NFPA standards.
- 9.1.2** Restriction of burning to designated areas. No unauthorized fires shall be permitted on Jobsite.
- 9.1.3** Assignment of fire watches, trained and equipped to prevent or control fires, for all welding and burning operations. Fires should be monitored for three hours after the burning.
- 9.1.4** Proper identification, storing, handling and use of inflammable Material to prevent accidental ignition.
- 9.1.5** Adequate fire extinguishing Equipment appropriate for the operations being performed must be provided and Employees must be trained in the maintenance and use of such Equipment.
- 9.1.6** Evacuation procedures and fire drills as required by the Program Safety Manager.

## **10.0 Hazard Communication Plan / Program.**

**10.1 General.** A Hazard Communication Plan / Program must be submitted in writing to the Program Safety Manager and the OCIP Safety Director for review and coordination with other Jobsite activities prior to commencing Work at any Jobsite. This Program shall include:

- 10.1.1** Receipt/Identification of Safety Data Sheets (SDS) for Materials being brought onto the Jobsite by CONTRACTOR or its Subcontractors.
- 10.1.2** Employee training on SDS's and in the handling and disposal of Materials that fall under statutory regulations.
- 10.1.3** Medical Surveillance Program. CONTRACTOR will establish a medical surveillance program to monitor the health of employees whose work environment may be exposed to

occupational hazards. Health records will be maintained for thirty (30) years after the last date of employment.

#### **11.0 Traffic Control Plan.**

- 11.1 **General.** The CONTRACTOR must also submit to DOA Operations for approval a comprehensive plan detailing how traffic will be maintained on all Work under this Contract. For vehicular and pedestrian traffic, CONTRACTOR must furnish, erect and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways (published by United States Government Printing Office).

#### **12.0 Trench Excavation Plan.**

- 12.1 **General.** Before excavating any trench five (5) feet or more in depth, CONTRACTOR must submit to ENGINEER and CITY's Safety Representatives a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for the Employees' protection from the hazard of caving ground during the excavation of such trench. The Plan must be designed per OSHA standards.

#### **13.0 Construction Requirements.**

- 13.1 **Fall Protection Requirements.** These fall protection requirements are mandatory for all trades, involved in performing Work on the Project.
- 13.1.1 CONTRACTOR must apply and enforce 100% fall protection for all work performed six (6) feet or more above ground or finished floor level.
- 13.1.2 CONTRACTOR must take all practical measures to eliminate, prevent and control fall hazards. The Project must be surveyed prior to the commencement of any Work to identify all hazards of Personnel falling from elevations. First consideration must be given to the elimination of those hazards. If a fall hazard cannot be practically eliminated, second consideration must be given to implementing effective permanent means of fall protection.
- 13.1.3 All Employees who are working where fall hazards cannot be eliminated or falls prevented must be uniformly equipped,

trained and given refresher training every twelve (12) months to minimize adverse effects of accidental falls.

13.1.4 All employees must utilize a full body harness with two (2) shock-absorbing lanyards to allow continuous protection.

13.1.5 Guardrail systems consisting of a top rail, mid-rail and toe plate must be installed on perimeter edges or scaffolding.

13.2 **Eye, Face and Head Protection Policy.** All personnel shall at all times wear American National Standard Institute approved safety glasses, hard hats and face shields (as needed) while working on the Jobsite.

13.3 **Lighting and other Hazard Markings.** CONTRACTOR must furnish, erect and maintain markings and associated lighting of open trenches, excavations, temporary stock piles and its parked construction Equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the Airport in reasonable conformance to FAA guidelines, including FAA Advisory Circular 150/5370-2D, Operational Safety on Airports during Construction. CONTRACTOR must identify each motorized vehicle or piece of construction equipment in reason conformance to FAA Advisory Circular 150-5370-2D.

14.0 **Safety Not Separately Priced.** Costs for performing all Work necessary to provide safety measures must be incidental to the prices for other items of Work, and not priced separately.

15.0 **Enhanced Project Safety Rules.** The project safety rules attached as Appendix 2 to this Exhibit will be briefed to all personnel and posted on the project site. These rules are intended to enhance OSHA requirements and to establish policy for projects on the Hartsfield-Jackson Atlanta International Airport.

**Appendix 1 to Exhibit D**  
**FC- 8195 CPTC-LANDSIDE Modernization-**

**Components of a CONTRACTOR Health and Safety Plan**

**Section 1** – This section should include a safety commitment letter signed by the President of your company. The following items must be addressed by this letter:

- a. Company commitment to being incident and injury free, and your company's philosophy on safety.
- b. Company acknowledgement that they will support and participate in a light duty/return to work policy. Reference the "Return to Work" section in the OCIP Manual.
- c. Company acknowledgement that they will commit to drug free workplace.
- d. Company acknowledgement that they will comply with OSHA Standards 29 CFR 1926, 29 CFR 1910 and 46 CFR (if applicable)
- e. Project Safety Manager's name and lines of authority, his authority regarding safety matters.
- f. The following attachments should follow the commitment letter:
  1. Project Safety Manager and Alternate Safety Manager's resumes (must meet specification qualifications).
  2. Contact List for Supervisory Staff:
    - i. Name
    - ii. Job Title
    - iii. Office Telephone Number
    - iv. Cellular Telephone Number
    - v. E-mail address
  3. List of Subcontractors:
    - i. Name of Subcontractor
    - ii. Address
    - iii. Contact Person
    - iv. Office Telephone Number
    - v. Cellular Telephone Number
    - vi. E-mail address

**Section 2** – This section should include your company disciplinary policy which incorporates Section 6 of Appendix 2, Safety Rules for All Projects..

**Section 3** – This section should include your company drug policy which incorporates Section 2 of Appendix 2, Safety Rules for All Projects.

**Section 4** – This section should include the site specific job hazard analysis for your project. It should take the tasks in your project schedule, analyze the hazards and list the proposed safety measures to abate those hazards.

**Section 5** – This section should include your health and safety program administration.

- a. How you intend to conduct the on-site, day-to-day operations of your program and roles / responsibilities of those in your organization in compliance with state, federal and local jurisdictions, commitment to safety education and training.
- b. How you handle new hire training, employee responsibilities, first aid, CPR, Return to Work Program, etc.
- c. Include in this section how you will address the items included in 29 CFR 1926 Subpart C General Safety and Health Provisions.

**Section 6** – This section should be broken up into safety categories. At a minimum, it shall include sections on the following:

- a. Safe Work Practices
- b. Housekeeping
- c. Personal Protective Equipment
- d. Respiratory Protection
- e. Hearing Protection
- f. Fall Protection
- g. Fire Prevention
- h. Ladder, Stairway and Ramp Safety
- i. Scaffolding
- j. Electrical Safety
- k. Lockout / Tag out Procedures
- l. Tool safety
- m. Personal Hoists / Man-lifts
- n. Welding and Cutting
- o. Compressed Gas Cylinders
- p. Excavation and Trenching
- q. Mobile Equipment Operation and Operator Training
- r. Trucking
- s. Steel Erection
- t. Cranes & Rigging
- u. Hazardous Material Handling
- v. Hazard Communication Compliance
- w. Confined Space Entry Program
- x. Concrete and Masonry Construction
- y. Demolition
- z. Explosives
- aa. Work Zone Safety – MUTCD
- bb. Site Security

- cc. **Miscellaneous – (Include any applicable items not covered above needed to successfully complete your contract.**

**Note: Not all items in Section 6 may be used in the course of your construction. If an item is not relevant, you may leave it out of your plan, but indicate under that item that it is not needed for your project. There may also be items not included above that are relevant, but which are not included above. Those items must still be addressed in your plan.**

**A failure to include items in your safety plan which may be needed later will not relieve you of the responsibility to comply with all government standards that would apply and we reserve the right to require a supplemental safety submission to address that specific issue.**

## **Appendix 2 to Exhibit D**

### **Safety Rules for All Projects**

#### **1. OCIP Site Badges and OCIP Safety Orientation.**

- a. Badges will be issued upon completion of the required safety orientation and will be good until the expiration date shown on the badge. If a worker changes companies or projects, that worker may come in with a Safety Orientation Sign-Off Sheet from the CONTRACTOR'S Project Safety Manager for the new project. Information in the OCIP database will be updated and a new badge issued. Specified times for badging will be given to the contractor at the pre-construction meeting.
- b. All workers shall display their OCIP badge on the outer layer garment of clothing between the belt and shoulder. Workers who are on site without a badge will be asked to leave the project.
- c. Workers who lose their badge will be required to pay a \$20.00 replacement fee for a new badge.

#### **2. Drug and Alcohol Testing.**

- a. Use and/or possession of intoxicants, alcohol or drugs, are strictly prohibited. Use and/or possession will result in immediate termination and removal from the project.
- b. Drug testing shall be a regular part of your program and include the following types of testing:
  - i. Post Accident – a worker who has an accident will be drug tested at the hospital or clinic. This applies to property and personnel incidents.
  - ii. For Cause – workers who exhibit behavior of a nature consistent with possible drug use will be subjected to immediate drug testing. Failure to comply with a request for testing will result in immediate removal from the project.
  - iii. Random – random testing will be done at the company level.  
The cost of all drug testing will be borne by the CONTRACTOR.

#### **3. Personal Protective Equipment (PPE).**

- a. All contractor personnel, DOA personnel and owner representatives, City of Atlanta Personnel, Vendors, Suppliers, and all visitors to the jobsite will dress as follows:

- i. Hardhats / construction helmets– must be worn 100% of the time while workers are on the project. The bill will face the front. No caps of any kind will be worn under hardhats. Hard hats must meet the applicable ANSI standards.
- ii. Safety glasses will be worn 100% of the time while workers are on the project. Safety glasses must meet the applicable ANSI standards.
- iii. Shirts with sleeves (minimum 4”) – no cut offs or tank tops are allowed.
- iv. Long pants extending to the boot
- v. Work boots
- vi. Reflective vests
- vii. Hearing protection in accordance with OSHA standards
- viii. Work gloves (as required by contractor internal policies)

b. The following items of clothing or manner of dress are not considered appropriate attire and will not be allowed:

- i. Cut-off shirts (sleeves or midriff)
- ii. Workers without shirts
- iii. Tennis shoes or hiking boots
- iv. Glasses that are not safety glass (meet ANSI Z87 standard)
- v. Jewelry – rings, earrings, body piercing, necklaces, etc. will not be worn around or near moving parts or tools.

4. **Housekeeping.** Housekeeping shall be done on a daily basis or as needed to ensure a safe working environment. Dumpsters shall be provided on each project for the removal of construction debris. Construction debris shall be removed to dumpsters daily or more often as needed. Work areas shall be cleaned as needed to provide for worker safety. Trash receptacles shall be provided on site for the disposal of cans, garbage and trash. These receptacles shall be clearly marked “Trash” and shall be emptied as needed to comply with sanitary requirements.

#### 5. **Restrictions.**

- a. No glass containers are allowed on the job site. Workers may use aluminum cans or plastic bottles and these must be disposed of properly.
- b. When working on the Aircraft Operations Area (AOA), workers are to place all uneaten food; food wrappers, bottles and cans back in their lunch box and remove them. No debris (Foreign Object Debris (FOD) is to be left on the AOA.
- c. No use of music devices are allowed on the jobsite, including, but not limited to radios, cellular phones, cassette players, CD player, or IPODs.

- d. No yellow caution tape, red danger tape or survey tape is to be used on projects inside the Aircraft Operations Area (AOA).
6. **Imminent Danger to Life and Health situations (IDLH).** Anyone (e.g., visitors, consultants, excluded contractors, OCIP enrolled contractors, etc) who observes, has knowledge of, or is observed acting in a manner, which expose them or a coworker to serious injury or death will be disciplined as follows unless the act is so egregious that it requires immediate termination:
- a. first occurrence – Seventy-Two (72) hour suspension from Project.  
This suspension period will exclude weekends and all holidays. Within two (2) hours of the suspension, CONTRACTOR must provide CITY's Program Safety Manager with documentation of who has been suspended and when they are allowed back on the Project. Included in the documentation will be the date and type of re-training that will occur before the suspended individual is allowed to return to work. The CONTRACTOR must confiscate the individual's OCIP badge and provide evidence in the documentation. The badge can be returned to the individual upon completion of re-training requirements.
  - b. second occurrence – Removal from Project
  - c. Incidents that would result in a violation of this policy include, but not limited to the following:
    - 1) Fall protection issues (not being properly anchored)
    - 2) Excavation issues (no trench box or sides of the excavation not properly sloped)
    - 3) Electrical safety - failure to use proper lockout / tag out procedures
    - 4) Welding or cutting without proper eye protection
    - 5) Ladder safety – dangerous practices
    - 6) Riding in the back of a pick-up truck
    - 7) Confined Space Entry Safety (monitor, permit, training, etc.)
    - 8) Riding in or driving a truck or operating heavy equipment without using a seatbelt. The driver will be held responsible for compliance of the seatbelt policy by all passengers.
7. **Temporary Power.** All temporary power shall be on ground fault circuits at all times. If outlets are not ground fault circuit interrupter (GFCI) protected, a (GFCI) pigtail shall be used between the tool and the power source. All GFCI circuits should be tested before being used. They are mechanical devices, which can fail.

8. **Cranes.** The following additional requirements to OSHA will be followed when operating a crane on any project:
  - a. Signalmen will stand where they may be clearly seen by the operator. They must be properly trained and have no other duties while they are signaling the crane operator.
  - b. FAA Form 7460 must be filed and approved before crane use on Airport property.
9. **Ladders.** Fiberglass ladders only are acceptable for use on the project.
10. **Loitering.** There will be no loitering in the parking lots once the workday is completed. All employees should leave the job site in a reasonable period of time after the completion of their shift.
11. **Hot Work.** The following procedures will be followed for all hot work: cutting, grinding or welding:
  - a. Flash arrestors shall be installed at the regulator on all cutting torches. An additional flash arrestor shall be installed on the manifold if used.
  - b. Flash shields or blinds shall be used to prevent exposure of workers in the vicinity any welding operation. All efforts shall be made to prevent exposure of workers to ultraviolet rays and radiation energy.
  - c. Fire extinguishers of the proper size and type shall be provided in all areas where hot work such as cutting, welding, grinding, etc. is taking place. The minimum size and type of fire extinguisher that is acceptable is a 5lb. ABC fire extinguisher. Fire extinguisher inspection tags must be in place on the unit and inspections must be current (within the last 6 months).
  - d. "Hot Work Permits" must be obtained from the Atlanta Fire Inspector prior to the use of any open flame cutting, welding, etc. A copy of the permit must be on site at all times during any "Hot Work" activity.
12. **Protection.** See section 6 of this document.
13. **Respect.** Airport passengers and airline employees will be treated with the utmost respect and courtesy. Anything less may result in removal from the project site.
14. **Harassment.** Harassment of any kind (e.g., sexual, personal, property, etc) will not be tolerated in any area controlled by the HJALA. Proof of harassment will be grounds for removal from the project and possible action by the CONTRACTOR.

15. **Work Place Violence.** All acts of work place violence will be reported to your supervisor, who shall report in accordance with the project's incident reporting protocol. This protocol document will be provided upon enrollment in the OCIP.

16. **Accidents or Incidents.** All accidents, incidents, near misses, unsafe acts or unsafe conditions must be immediately reported to your supervisor, who must immediately report the occurrence in accordance with the Project's incident reporting protocol and followed up with a written report within twenty-four (24) hours of the occurrence. This incident protocol document will be provided upon enrollment in the OCIP.

a. **First Aid** – All accidents which occur from operations or work performed at the airport must be referred to the listed panel of physicians, except in case of extreme emergency.

b. **Emergency Telephone Numbers** – A list of emergency telephone numbers, to include doctor, ambulance, police and fire numbers shall be posted at all telephones on the project.

**END OF DOCUMENT**

**EXHIBIT E**

**SCHEDULE OF ESTIMATED VALUES**

## EXHIBIT E

### Schedule of Estimated Values

#### SCHEDULE OF ESTIMATED VALUES

1.1 Proponent Construction Budget. The estimated values below are the Proponent estimates for costs associated with the construction of the **Project Number 8195; CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION – LANDSIDE**, and are based on in-progress design documents and are not to be construed as the final Construction Document or the total Project costs. Different components of the work are at various stages of completion. The project current documents are in the City's Plan Room. This information is provided as an order of magnitude of the construction cost and is inclusive of all direct and indirect construction costs.

- *Proponent Construction Budget includes all construction contingencies.*

## **EXHIBIT F**

# **GENERAL CONDITIONS COST MATIX**

**EXHIBIT F - CONSTRUCTION FEE, PRE-CONSTRUCTION FEE, GENERAL CONDITIONS AND COST OF THE WORK MATRIX**

<b>I. Construction Management Services</b>				
<b>Description</b>	<b>Construction Fee</b>	<b>Preconstruction Fee</b>	<b>General Conditions</b>	<b>Cost of the Work</b>
Project Superintendent(s)		X*	X	
Assistant Superintendent(s)		X*	X	
Corporate Officers	X			
Principal in Charge	X			
Project Executive		X*	X	
Legal (Basic Services/If Approved)				X
Legal (Disputes with Owner) Fee	X			
Project Manager			X	
Accounting			X	
Scheduling			X	
Purchasing		X*	X	
Value Engineering		X*	X	
Estimating		X*	X	
Cost Engineers		X*	X	
Safety Officer		X*	X	
Secretarial		X*	X	
Clerk-Typist		X*	X	
Mechanical Coordinator		X*	X	
Electrical Coordinator		X*	X	
Project Engineer		X*	X	
Scheduling Engineer		X*	X	
Time Keeper/ Checker		X*	X	
Safety Engineer		X*	X	
Company Vehicles		X*	X	
Off-Site Staff Travel Costs		X*	X	
Off-Site Inspection or Trade Expenses				X
Field Engineering/Layout				X
Relocation/Temporary Living	X			
*All quoted rates for personnel include salaries, fringe benefits, taxes and workers compensation insurance.				
<b>II. Facilities Equipment and Services</b>				
<b>Description</b>	<b>Construction Fee</b>	<b>Preconstruction Fee</b>	<b>General Conditions</b>	<b>Cost of the Work</b>
Office Trailer Rental				X
Owner/ AE Office Trailer				X
Tools/Utility Trailer Rental				X
Temporary Office Costs For Pre-construction Services				X
Water/ Ice			X	
Power, Water, Sewer and other Utilities for the Office and Owner Trailers			X	

Furnishings and Equipment for Contractor's Office Trailer			X	
Furnishings and Equipment for Owner's Office Trailer				X
Power Expenses-For Construction				X
Temp. Toilets/ Sewer Services At Construction Site				X
Temporary Stairs				X
Temp. Enclosures/ Partitions				X
Project Signs/ Bulletin Boards			X	
Telephone Expenses*			X	
Temporary Roads				X
Site Fence				X
Dewatering Equipment				X
Generators				X
Miscellaneous Equipment				X
Trucks			X	

\*Site office telephone expenses only, home office is part of fee..

### III. Safety and Security

Description	Construction Fee	Preconstruction Fee	General Conditions	Cost Of the Work
Safety Equipment			X	
First Aid Supplies			X	
Handrails and Toeboards				X
Opening Protection				X
Fire Extinguishers/Fire Watch				X
Security Guard/Watchman				X
Weekly Clean up				X
Final Clean up				X
Covered Walk ways				X
Barricades				X
Safety Nets				X
Debris Hauling/Rubbish Removal				X
Traffic Control				X
Dust Control				X
Radio Equipment				X
Trash Chutes and Hoppers				X

### IV. Reproduction and Printing

Description	Construction Fee	Preconstruction Fee	General Conditions	Cost Of the Work
Accounting Forms			X	
Field Reporting Forms			X	
Contract Agreements			X	
Schedule Report Forms		X*	X	
Estimating Forms		X*	X	
Cost Reporting Forms		X*	X	
Presentation Charts & Graphics		X*	X	
Value Analysis Studies		X*	X	
Data Processing (In-House)		X*	X	

Reference Materials		X*	X	
Duplication Expense (Misc.)		X*	X	
Bidding Documents & Printing				X
Shop-Drawing Printing				X
Maintenance Manuals				X
Operation Manuals				X
Special Forms			X	
Postage and Delivery Expenses			X	

### V. Vertical Hoisting

Description	Construction Fee	Preconstruction Fee	General Conditions	Cost Of the Work
Hoist & Tower Rental				X
Hoist Operators				X
Hoist Landings and Gates				X
Hoist Erection & Dismantle				X
Hoist Communications				X
Crane Rental				X
Crane Operators				X
Crane Fuel/Power/Maintenance				X
Crane Erection & Dismantle				X
Temporary Elevators				X
Elevator Operators				X
Elevator Service Costs				X

### VI. Quality Control

Description	Construction Fee	Preconstruction Fee	General Conditions	Cost Of the Work
Warranty Inspection Coord.			X	
Testing & Inspections				X
Air & Water Balancing				X
Operations Manuals				X
As-Built Drawings				X
Project Photographs			X	

### VII. Permits and Special Fees

Description	Fee	Preconstruction Fee	General Conditions	Cost Of the Work
Storage Yard Rental				X
Parking Lot Fees-CM			X	
Parking Lot Fees-Trades				X
Building Permits				X
Site Permits				X
Plan Check Fees				X
Impact Fees				X
Utility Connection Fees				X
Tap Fees				X
Contractors Licenses**	X		X	
AGC Fees			X	

### VIII. Insurance & Bonds

Description	Fee	Preconstruction Fee	General Conditions	Cost Of the Work
Builders Risk Insurance				X
General Liability				X
Completed Operations Liability				X
Excess Liability Coverage				X
Workman's Compensation*			X	
FICA Insurance*			X	
Federal Unemployment*			X	
State Unemployment*			X	
Payment Bond				X
Performance Bond				X

\*On-site staff only

### IX. Other Costs

Description	Fee	Preconstruction Fee	General Conditions	Cost Of Work
Construction Equipment				X
Construction Labor				X
Construction Materials				X
CM Corporate Office	X			
CM Profit/Margins	X			

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**EXHIBIT G**

**SCHEDULE REQUIREMENTS**

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## HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

### FC-8195; CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION - LANDSIDE

#### EXHIBIT G - SCHEDULE REQUIREMENTS

##### 1. General Requirements

- 1.1. The Work under this Contract shall be planned, scheduled, executed, reported and accomplished using the Precedence Diagramming Critical Path Method (hereinafter referred to as CPM), in workdays, unless otherwise specifically provided in the Contract Documents.
- 1.2. Contractor shall have within its employ or under contract, throughout the execution of the Work under its contract, such expertise in CPM scheduling and experience with the specified scheduling program so as to insure its effective and efficient performance under this section. Contractor shall submit the qualifications of the Project Scheduler for acceptance by the OWNER and comply with the requirements of this Exhibit.
- 1.3. The Project Schedule shall be computerized by the Contractor utilizing the latest version of Oracle Primavera P6, hereinafter referred to as Primavera. It is expected that the Contractor shall have sufficient capabilities to perform this Work. Any and all costs incurred by the Contractor in researching and/or educating its personnel in CPM or Primavera are to be borne by the Contractor and will not be reimbursed by the CITY.
- 1.4. The primary objectives of the requirements of this section are: (a) to insure adequate planning and execution of the Work by Contractor; (b) to assist OWNER in evaluating progress of the Work; (c) to provide for optimum coordination by Contractor of its trades, Subcontractors, and Suppliers, and of its Work with the work or services provided by any separate CONTRACTORS; (d) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; (e) to provide a mechanism or tool for use by the OWNER, and Contractor in determining and monitoring any actions of the Contractor which may be required in order to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Contract Time specified in the Contract Documents.
- 1.5. Contractor is responsible for determining the sequence of activities, the time estimates for the detailed construction activities and the means, methods, techniques and procedures to be employed. The Project Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements. Contractor shall ensure that the Project Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions may require and as required by the Contract Documents.
- 1.6. Contractor shall provide the basic data relating to activities, durations, Specified Contract milestones, and sequences to OWNER as part of Contractor's Baseline Schedule and Final Baseline Schedule submittal, discussed later in this Exhibit. This data shall reflect the Contractor's actual plan for the Project, and shall fully comply with all requirements of the Contract Documents and this Exhibit.
- 1.7. Subject to OWNER's review and approval, Contractor shall determine when, where, and how it will interface with others performing work, for the CITY, in the same area and to coordinate its activities with all parties including the Owner, Consultants, Suppliers and other CONTRACTORS.

- 1.8. Contractor shall include in the Project Schedule all interface points with others. These points shall be in the form of Start Milestones for deliverables due to the Contractor from others and as Finish Milestones for deliverables that Contractor must supply to others.
- 1.9. Should Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Specified Milestone Date or the Contract Time, Contractor shall give timely and reasonable Notice of this fact to OWNER. The CITY shall have the sole discretion to agree to or reject such early completion plan by Contractor. Schedule improvement is always encouraged whenever possible. However, since interface with other parties performing work at Hartsfield-Jackson Atlanta International Airport (HJIA) is necessary, the CITY and its representatives shall have no duty or obligation to agree to, or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by the CITY of said plan.

## 2. Schedule Development, Submittal and Approval

- 2.1. Development of the Project Schedule is a multi-step process with each step requiring defined information and input of project team members. The development process includes the Preliminary Schedule, Schedule Orientation Session, Schedule, and Final Schedule.
- 2.2. **Preliminary Schedule:** Contractor shall submit at the pre-construction meeting, a Project Schedule indicating detailed activities for the first ninety-days (90) of the Project and including general activities for the remaining operations. This Preliminary Schedule shall be a CPM Network displayed in the time scaled bar chart format showing, as a minimum, the following information: (a) Activity identification number of the task or event; (b) description of the task or event (c) duration of the task or event (d) earliest start and finish dates for the task or event (e) latest start and finish dates for the task or event; (f) Contract Milestones; (g) milestones for interface points with others.
- 2.3. Upon receipt by Contractor of the Notice to Proceed and until the Final Baseline Schedule is reviewed and accepted by the OWNER, Contractor shall proceed with its Work in accordance with the accepted Proposal Schedule which was submitted at the pre-construction meeting.
- 2.4. Contractor shall, within seven (7) calendar days of the Notice to Proceed submit a Primavera generated electronic back-up of the Preliminary Schedule on electronic media acceptable to the OWNER. This schedule shall be resourced and cost loaded.
- 2.5. **Schedule Orientation Session:** Contractor shall, upon notification from the OWNER, attend a Schedule Orientation Session relating to the Schedules and Reports requirements for this Project. The Schedule Orientation Session is designed to review in detail, the objectives of the Schedules and Reports requirements. Contractor shall arrange for its Project Manager, Superintendent, and Project Scheduler to attend the schedule orientation session. The following items will be discussed during the orientation session: (a) The procedures and requirements for the preparation of the Resource and Cost Loaded Project Schedule; (b) how the requirements of the Contract Documents will be monitored and enforced by the OWNER (c) long-lead items and time requirements for the Work by Subcontractors will be identified and included in the schedule.
- 2.6. The OWNER will provide the format for the Project Schedule electronically at the Schedule Orientation Session, if required. Calendars, Activity Codes, and Work Breakdown Structure (WBS) dictionaries, tabular reports, graphic reports contained in the template may not be modified without the consent of the OWNER. The OWNER will also provide samples of schedule reports. The OWNER also reserves the right to

request additional reports, change calendars and/or coding throughout the duration of the project at no additional cost to the CITY.

- 2.7. **Baseline Schedule:** Within forty-five (45) calendar days of the Schedule Orientation Session the Contractor shall complete and submit its Project Schedule.
- 2.8. The Baseline Schedule shall represent the Contractor's best judgment and intended plan for completion of the Work in compliance with Contract Milestone Dates in the Contract Documents. The Contract Milestone Dates shall be included in the Baseline Schedule as zero duration finish milestones. The Baseline Schedule shall take into account all foreseeable activities to be accomplished by any separate Contractor, interface dates with utility owners, CITY's operations and others. The Baseline Schedule shall anticipate all necessary manpower, by craft, and resources to accomplish the activities within the durations set forth in the schedule.
- 2.9. The OWNER shall have the right to require the Contractor to modify any Contractor data or any portion of the Contractor's Baseline Schedule as herein required, with Contractor bearing the expense thereof, which the OWNER reasonably determines to be: (a) impracticable, (b) based upon erroneous calculations or estimates, (c) unreasonable, (d) required in order to ensure proper coordination by Contractor of the Work of its Subcontractors and with the work or services being provided by any separate CONTRACTORS, (e) necessary to avoid undue interference with the CITY's operations or those of any utility owners or adjoining property owners, (f) necessary to ensure completion of the Work by the Contract Milestone Dates set forth in the Contract Documents, (g) required in order for Contractor to comply with the requirements hereof or any other requirements of the Contract Documents or this Exhibit, (h) not in accordance with the Contractor's actual operations, unless the revision or modification will change the original scope of Work.
- 2.10. Along with the Baseline Schedule submittal, Contractor shall submit to the OWNER a Schedule of Values for review and acceptance.
- 2.11. **Final Baseline Schedule:** No later than fourteen (14) calendar days after the Baseline Schedule is returned with comments to the Contractor, by the OWNER, the Contractor shall complete and submit the Final Baseline Schedule to the OWNER, for acceptance.
- 2.12. Upon review of the Final Baseline Schedule by the OWNER, the Contractor will be notified in writing as to acceptance, reasons for rejection, or any revisions required.
- 2.13. The accepted Final Baseline Schedule will be "frozen" and shall become the "**Project Schedule**" for the Work and shall be used to monitor and record progress and evaluate revisions. This Final Baseline Schedule shall be established as the target schedule for the Contract and shall not be changed, altered or revised. A copy of the accepted Final Baseline Schedule shall be used to establish progress reporting in accordance with Section 5.5 of this Exhibit. The CITY will not recognize or accept any other schedule.
- 2.14. Contractor shall include, as part of the Final Baseline Schedule submittal to the OWNER, a narrative report indicating anticipated allocation by Contractor of the following resources and work shifts for each activity which it proposes to be utilized on the Project, (a) Labor resources, (b) Equipment resources, and (c) Whether it proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5, 6, or 7-day work week basis. The OWNER may provide a template for the narrative if necessary.
- 2.15. For any sequence of work requiring the closure of designated areas in the Aircraft Movement Area, the CONTRACTOR shall be required to submit a detailed hourly baseline schedule in addition to the Final Baseline Schedule which further details specific activities in the affected areas. This hourly schedule shall conform to all other requirements specified in this exhibit and must be reviewed and accepted by the

OWNER prior to commencement of the work. The hourly schedule shall be submitted ten (10) working days prior to the pre-activity meeting held for the specific closure.

#### **Cost and Resource Loading**

- 3.1. With each Schedule submittal, each weekly/monthly update, and each revision, the Contractor shall also submit a Project Resource Profile and Schedule of Cost Loading and Cash Flow, generated in Primavera, to the OWNER. There shall be a strict correlation between the sum of individual activity costs and the total values indicated for bid items. That is, each individual activity within the Project Schedule shall employ a code which, in summary, attaches its cost, if any, to the appropriate bid items. The sum of activity costs within a specific code, then, shall equal the cost of its corresponding bid items and approved Revisions and Change Orders.
- 3.2. The dollar value for the activity shall be the cost of the work, including labor and materials. General Conditions and site overheads shall be loaded on activities specifically included for this purpose. Stored materials, for which the Contractor will bill, shall be loaded on zero duration finish milestones called out as material delivery activities. The sum of all activity costs shall equal the total contract sum. The Contractor shall revise the Resource Profile and/or Schedule of Cost Loading and Cash Flow as necessary to gain the acceptance of the OWNER.
- 3.3. The Resource Profile and Cost Loading shall represent a fair, reasonable and equitable dollar (cost) allocation for activities on all Schedule submittals. The Resource Profile and Cost Loading in coordination with the monthly updated Schedule shall be used as a basis for the Contractor's application for payment. No construction installation activity or design activity on the Schedule shall exceed a value of \$20,000 unless approved by the OWNER.

#### **4. Schedule Content and Format**

- 4.1. As discussed in paragraph 2.6 of this Exhibit the OWNER will provide the format, for the Project Schedule, if required, electronically at the Schedule Orientation Session. Calendars, Activity Codes, and Work Breakdown Structure (WBS) dictionaries contained in the template may not be modified without the consent of the OWNER.
- 4.2. Except for non-construction activities such as, procurement, delivery, or submittal development, Contractor shall differentiate activities of the schedule so that no single activity shown has a duration longer than fifteen (15) working days, unless the OWNER, in its sole discretion, shall approve a longer duration for certain activities.
- 4.3. The Baseline Schedule and Final Baseline Schedule submittals shall consist of two (2) Primavera generated bar charts, representing all activities which are part of the Contractor's plan on 11" x 17" paper, in color, and a Primavera generated backup, XER file, of the schedule on electronic media acceptable to the OWNER.
- 4.4. The Baseline Schedule and Final Baseline Schedule submittals must contain or be able to demonstrate that the following items have been addressed: (a) Project name; (b) Contractor name; (c) Revision or edition number; (d) activities of completed Work ready for use by next trade, CITY, etc.; (e) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separated from that being done by the Contractor directly; (f) different categories of Work as distinguished by craft or crew requirements; (g) different categories of Work as distinguished by equipment requirements; (h) different categories of Work as distinguished by materials; (i) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (j) locations of Work within the Project that necessitates different times or crews to perform; (k) outage schedules for existing utility services that will be interrupted during the performance of the Work; (l) acquisition and installation of equipment and materials supplied and/or

installed by CITY or separate CONTRACTORS; (m) material to be stored on site; and (n) Contract Milestone Dates, and (o) detailed breakdown of activities by discipline.

- 4.5. For all major equipment and materials to be fabricated or supplied for the Project, the Final Baseline Schedule shall show a sequence of activities including, (a) preparation of shop drawings and sample submissions, (b) a minimum of ten (10) working days for review of shop drawings and samples or such time as specified in the Contract Documents, (c) shop fabrication, delivery and storage per the contract documents, (d) erection; and, (e) testing of equipment and materials.
- 4.6. The Final Baseline Schedule shall include late completion dates for the Work that is no later than the required Contract Milestone Dates. The bar chart submittal shall be drawn based upon the early start dates of activities shown on the graphic.
- 4.7. Contractor shall develop and assign a Responsibility Code for each activity corresponding to Contractor or Subcontractor responsible for the work.
- 4.8. Contractor shall identify the activities, which constitute the controlling operations or critical path. No more than 10 % of the activities shall be critical. Critical is defined as total float less than one (1) working day.
- 4.9. All activity durations shall be given in working days.

## 5. Updating of Project Schedule/Progress Reports

- 5.1. At least once a month, the Contractor shall arrange for its Project Manager, and Superintendent to meet at the Project site with the OWNER to review Contractor's updated Project Schedule, prepared by Contractor. Said update shall show up-to-date and accurate progress data and shall be based upon Contractor's best judgment; and said update shall be prepared by Contractor in consultation with all principal Subcontractors and Suppliers. The Contractor shall also submit with the each update an electronic copy, XER file, of the updated Project Schedule.
- 5.2. Contractor shall adjust the data date ("as of date") to reflect the current update period as required by the OWNER. The required monthly data date shall be the last Friday of every month. This shall also be consistent with the cutoff for the application for payment.
- 5.3. The updated Project Schedule shall show activity actual commencement and completion dates, remaining duration in workdays, and physical percent complete for those activities commenced and not complete. The Project Schedule shall also show a graphic comparison of the current status & baseline plan for each activity in the network.
- 5.4. **Monthly Progress Report:** Contractor shall submit, with the Monthly Application for Payment, a narrative report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include: (a) The updated Project Schedule updated as of the last Friday of the month; (b) A narrative describing actual Work accomplished during the reporting period; (c) A list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (d) The total number of men by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (e) A manpower and equipment forecast for the succeeding thirty (30) days, stating the total number of men by craft, and separately stating such total as to office, supervisory and field personnel; (f) A list of Contractor-supplied materials and equipment, indicating current availability and anticipated jobsite delivery dates; (g) Changes or additions to Contractor's supervisory personnel since the preceding progress

report; (h) Value of Work in place to date (i) Value of Work in place since last report; and (j) Value of uncompleted Work.

5.4.1. The Contractor will provide initial computer reports and Monthly Progress Reports thereafter, in accordance with the Contract Document, and including as a minimum, the following:

5.5. **Schedule Reports:** The monthly Schedule Update Reports will contain the following minimum information for each activity: (a) Activity identification number, description and estimated original duration in workdays; (b) Calculated early and late finish dates; (c) Actual start and actual finish dates, and remaining duration, in workdays, for those activities started and not completed; (d) Days ahead and/or behind schedule of the milestones representing the Specified Milestone Dates. (e) Physical percent complete for each activity. (f) A float analysis of the longest path through the schedule detailing potential delays and areas for acceleration. Actual start and finish dates shall be indicated for each activity as appropriate. Completed activities will be omitted from remaining Float and Late Start Sorts.

5.6. **Application for Payment:** Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment. The "accepted updated" Project Schedule, including the Schedule of Values, shall be required for each Application for Payment. However, 1 (one) initial provisional progress payment may be payable at the sole discretion of the OWNER if it determines the Contractor is complying with the requirements of this Exhibit during the development of the Project Schedule. However, no more than one (1) Application for Payment will be approved until all of the requirements of this Scheduling and Reports Section have been met.

## 6. Recovery Schedule

6.1. Should the updated Project Schedule, at any time during Contractor's performance, show, in the sole opinion of the OWNER that the Contractor is 5% (Based on Phase or Project Total Float) or fourteen (14) or more calendar days behind schedule for any Contract Milestone Date, or should Contractor be required to undertake actions under Section 7.0 hereof, the Contractor shall prepare a Recovery Schedule at no additional cost to the CITY (unless the Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how Contractor intends to reschedule its Work in order to regain compliance with the Baseline Resource and Cost Loaded Construction Schedule during the immediate subsequent pay period.

6.2. If the Contractor believes that all of the time can be recovered during the subsequent pay period the Contractor will be permitted to prepare a Recovery Schedule as set forth below. However, if the Contractor believes it will take more than thirty (30) calendar days to recover all of the lost time, it shall prepare and submit a request for revision to the "Baseline" Project Schedule and comply with all of the requirements of a Schedule Revision as set forth in this Exhibit.

6.2.1. The Contractor shall prepare and submit to the Owner's Representative a one-month maximum duration Recovery Schedule, incorporating the best available information from Subcontractors and others which will permit a return to the original accepted "Baseline Project Schedule" at the earliest possible time. The Contractor shall prepare a Recovery Schedule to same level of detail as the originally accepted "Baseline Project Schedule" for a maximum duration of one month. This Recovery Schedule shall be prepared in coordination with other separate Contractors on the Project and shall not alter Contractor Milestone Dates.

6.2.2. Within two (2) working days after submission of Recovery Schedule to the OWNER, the Contractor shall participate in a conference with the OWNER to review and evaluate the Recovery Schedule. Within two (2) working days of conference, the Contractor shall submit the revisions necessitated

by the review for the OWNER's review and acceptance. The Contractor shall use the approved Recovery Schedule as its plan for returning to the original accepted "Baseline Project Schedule".

6.2.3. During the period of time that the Recovery Schedule is in force, the Contractor shall prepare and submit to the OWNER weekly updates and shall confer continuously with the OWNER to assess the effectiveness of the Recovery Schedule. As a result of this conference, the OWNER will direct the Contractor as follows:

6.3. If the OWNER determines the Contractor is still behind schedule, the OWNER will direct the Contractor to prepare a Schedule Revision and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the CITY as provided elsewhere in the Contract Documents; or

6.4. If the OWNER determines the Contractor has successfully complied with provisions of the Recovery Schedule, the OWNER will direct the Contractor to return to the use of the approved Resource and Cost Loaded Construction Schedule.

## **7. Time Impacts Evaluation for Change Orders, and Other Delays**

7.1. When the Contractor is directed to proceed with changed work, the Contractor shall prepare and submit, a Time Impact Evaluation (TIE), within ten (10) workdays, which includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable the OWNER to evaluate the impact of changed work to the scheduled critical path. Contractor shall be required to comply with the requirements of this Paragraph for all types of delays.

7.2. The Contractor shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The Contractor shall provide the OWNER with four (4) copies of each TIE.

7.3. Once agreement has been reached on a TIE, the Contract Times will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Times may be extended in an amount the OWNER allows, and the Contractor may submit a claim for additional time.

## **8. Time Extensions**

8.1. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given, in writing, within ten (10) workdays, of the occurrence of the event and in accord with the requirements of this Exhibit.

8.2. Where an event, for which the CITY is responsible, impacts the Contractual Substantial Completion date, the Contractor shall submit a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment and material the Contractor would expend to mitigate the CITY caused time impact. The Contractor is responsible for the cost of preparing the mitigation plan.

8.3. Failure to request time, provide TIE, or provide the required mitigation plan within the required ten (10) workdays, will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

8.4. No time will be granted under this Contract for cumulative effect of changes.

8.5. The CITY will not be obligated to consider any time extension request unless requirements of this Exhibit are complied with.

8.6. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

## 9. Schedule Revisions

9.1. Schedule Revisions, as defined herein, shall refer to modifications made to activities in the Accepted Baseline Project Schedule in any of the following items: (a) Activity Original Duration; (b) changes in logical connections between activities; (c) changes in imposed constraints; (e) changes to activity descriptions.

9.2. Should Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work, or the durations of the activities in its Resource and Cost Loaded Construction Schedule, it shall do so in accordance with the requirements of this Scheduling and Reports Section and the Contract Documents. Revisions to the initial accepted Baseline Resource and Cost Loaded Construction Schedule must be accepted in writing by the OWNER.

9.3. Contractor shall submit requests for revisions to the Project Schedule to the OWNER, together with written rationale for revisions and description of logic for rescheduling work and maintaining the Contract Milestone Dates listed in the Contract Documents. Proposed revisions acceptable to the OWNER will be incorporated into the next update of the Baseline Project Schedule.

9.4. Changes in activity description(s) may be done for clarification purpose only. If the proposed description change affects the Scope of Work covered by the activity, Contractor shall obtain approval of the OWNER before incorporating into schedule.

9.5. Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by him so that the progress of construction shall be maintained according to the currently approved Project Schedule for the Work. Contractor shall notify the OWNER in writing, within ten (10) calendar days of the occurrence, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor will be later than the delivery date indicated by the Project Schedule.

## 10. Float Time

10.1. Float or slack time, as calculated by Primavera using retained logic, associated with one chain of activities is defined as amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Project Schedule. Float or slack time shown on the Project Schedule is not for exclusive use or benefit of either the CITY or the Contractor and is available for use by either according to whichever first needs the use or benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays or Changes in the Work which may arise during performance. Contractor specifically agrees that float time may be used by the CITY in conjunction with their review activities or to resolve Project problems. Contractor agrees that there will be no basis for any modification of the Contract Milestone Dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, Change Order or delay which only results in the loss of available positive float on the Project Schedule.

10.2. Float time shown on the Project Schedule shall not be used arbitrarily by Contractor in a manner which, in the opinion of the OWNER, unnecessarily delays separate Contractors from proceeding with their work in

a way which is detrimental to the interests of the CITY. If Contractor refuses to perform Work which is available and necessary to be performed in order not to delay any separate Contractors, the CITY may, regardless of the float shown on the Project Schedule to be available for the path of activities which encompasses said Work, terminate the Contractor for default.

## 11. Adverse Weather Delays

11.1. Contract time extensions for weather are based on the National Oceanic and Atmospheric Administration (NOAA) data for the project location. Delays will only be considered for such delays which impact activities on the critical path of the contract as defined by the schedule currently accepted by the OWNER at the time of the delay. Such time extensions, if approved by the OWNER, will be non-compensable. Weather delays may consist of days lost to adverse weather conditions, days lost to dry out of exposed soil, and or days lost to site clean-up due to adverse weather.

11.2. The following table below lists the typical number of work days lost to weather per month on critical path activities for this Contract. Working days lost due to weather in a given month in excess of those listed for that month, will be considered for a time extension. Days are not cumulative from month to month. Such time extension must be requested by the Contractor.

Month	# of Days
January	8
February	7
March	7
April	4
May	4
June	4
July	4
August	4
September	4
October	4
November	8
December	8

## 12. Default

12.1. Failure of the Contractor to substantially comply with the requirements of this Exhibit shall constitute a default by Contractor of its obligations under this Contract sufficient for termination of Contractor.

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**EXHIBIT H**

**CONTRACTOR'S STAFF/PERSONNEL**

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**EXHIBIT I-1**

**PERFORMANCE BOND**

**Exhibit I-1, PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as principal ("Principal"),  
(Legal Name and Address)  
and \_\_\_\_\_ as surety ("Surety"), are held and firmly bound unto the  
(Legal Title and Address of Surety)  
CITY OF ATLANTA as Obligee ("Owner"), in the amount of \_\_\_\_\_ DOLLARS  
(\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an Agreement with the Owner bearing date of \_\_\_\_\_ and in the same monetary amount of this bond for:

**FC-8195, Central Passenger Terminal Complex Modernization Landside** in accordance

with drawings and specifications prepared by: \_\_\_\_\_ which said  
(Full Name and Title)

Contract is incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any negligent act or omission, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, materialmen or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Agreement for increases in the penal amount of this bond and waives notice from the Owner of any such changes, as set forth in the Contract Documents.
- (2) If pursuant to the Contract Documents the Principal shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner, within twenty-five (25) days after receipt of a declaration of default, of the Surety's election to either remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction or each item of defective work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.
- (3) It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.
- (4) No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

- (5) For the purposes of this bond, the name and address of the Authorized Agent of the Owner to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

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- (6) Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 36-91-70, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

**[Signatures on following page]**

<b>Approved as to form:</b>  _____ <b>Senior Assistant City Attorney</b>	<b>Contractor</b>
<b>Corporate Surety:</b>  _____ <b>Surety Name (Type)</b>  <b>By:</b> _____ <b>Attorney-In-Fact (Sign)</b>  <b>Name:</b> _____ <b>Attorney-In-Fact (Type)</b> <b>(Seal)</b>	<b>By:</b>  <b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____  <b>ATTEST:</b>  _____ <b>SECRETARY/ASST. SECRETARY</b>  <b>[Affix Corporate Seal]</b>  <b>By:</b>  <b>ATTEST:</b>  _____ <b>SECRETARY/ASST. SECRETARY</b>  <b>[Affix Corporate Seal]</b>

**EXHIBIT I-2**

**PAYMENT BOND**

**Exhibit I-2, PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal ("Principal") and  
*(Legal Title and Address)*  
\_\_\_\_\_ as Surety ("Surety") are held and firmly bound unto the  
*(Legal Name and Address of the Surety)*  
CITY OF ATLANTA as Obligee ("Owner") in the amount of: \_\_\_\_\_ DOLLARS  
*(Insert Contract Price)*  
(\$ \_\_\_\_\_), to which payment Principal and Surety bind themselves, their heirs, executors,  
administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an Agreement with the  
Owner bearing date of \_\_\_\_\_ and  
in the same monetary amount of this bond for **FC-8195, CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION  
LANDSIDE** in

accordance with the drawings and specifications prepared by: \_\_\_\_\_  
*(Here insert Full Name and Title)*

which said Contract is incorporated herein by reference and made a part hereof, and is hereinafter referred  
to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to  
all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said  
Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following  
conditions:

- (1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension  
of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the  
work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the  
Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any  
such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions  
to the terms of the contract or to the Work or to the specifications or drawings. In addition the Surety to this bond,  
for value received, hereby agrees to the provisions of the Contract for increases in the penal amount of this bond  
and waives notice from the Owner of any such changes.
- (2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery or equipment in  
the prosecution of the work provided for in said Contract and as provided in O.C.G.A §§ 36-91-90, et seq.
- (3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished  
in the prosecution of the work referred to in said bond shall have the rights and obligations set forth in O.C.G.A §§  
36-91-90, et seq.
- (4) No action can be instituted on this bond after one year from the completion of the Contract and acceptance of the  
Project by the proper public authorities.
- (5) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 36-91-90, et seq. and shall  
be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

<b>Approved as to form:</b>  _____ <b>Senior Assistant City Attorney</b>	<b>Contractor</b>
<b>Corporate Surety:</b>  _____ <b>Surety Name (Type)</b>  <b>By:</b> _____ <b>Attorney-In-Fact (Sign)</b>  <b>Name:</b> _____ <b>Attorney-In-Fact (Type)</b> <b>(Seal)</b>	<b>By:</b> <b>By:</b> _____ <b>Name:</b> _____ <b>Title:</b> _____  <b>ATTEST:</b>  _____ <b>SECRETARY/ASST. SECRETARY</b>  <b>[Affix Corporate Seal]</b>  <b>By:</b>  <b>ATTEST:</b>  _____ <b>SECRETARY/ASST. SECRETARY</b>  <b>[Affix Corporate Seal]</b>

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**EXHIBIT J**

**SHARED SAVINGS**

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## EXHIBIT J

### SHARED SAVINGS

1. **Shared Savings.** As an incentive to complete the entire Project at the lowest cost, the Contractor will be eligible to participate in any savings on the Project as provided herein. The saving amount is calculated as follows: If at Final Completion of the Project, the Cost of the Work plus the General Conditions Cost and the Contractor's Fee is less than the GMP, minus any remaining allowance amounts and amounts remaining in the Project Contingency Fund, Contractor shall share in the Savings Amount. Fifteen percent (15%) of the Savings Amount shall be included in Contractor's Final Application for Payment and paid by the City. In no case will the Shared Savings to the Contractor be greater than \$700,000.00

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**EXHIBIT K**

**CLAIMS/DISPUTES PROCEDURES**

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## EXHIBIT K

### CLAIM/DISPUTE RESOLUTION PROCEDURES

#### 1. Claims, Counterclaims, Disputes:

- 1.1. All claims, counterclaims, disputes and any other matters in question that may be asserted or raised by Contractor under, or relating to, the Contract or the breach of it shall be processed in accordance with the provisions of this Exhibit (the "Claim/Dispute Resolution Procedures") and are subject to audit by the City.
- 1.2. Contractor shall not be entitled to any damages or an adjustment in the Total Contract Value, and neither the City nor its designated representatives shall be liable to Contractor or any Subcontractors in tort (including without limitation negligence) or contract, except as specifically provided in the Contract.

#### 2. When Notice and Claim Submittal Become Due:

- 2.1. For any Claim under these Claim/Dispute Resolution Procedures to be valid, it shall be based upon written notice promptly delivered by Contractor to the City, but in no event later than seven (7) days after the occurrence of the event giving rise to the Claim, and stating the general nature of the Claim. The responsibility to substantiate a Claim shall rest with the Contractor.

#### 3. Requirements for Contractor Claims:

- 3.1. For all Contractor Claims seeking an increase additional compensation, damages, an increase in the Total Contract Value or any change to any Milestone, Contractor shall submit with the Claim an affidavit certifying that:
  - 3.1.1. The Claim is made in good faith, and the amount claimed accurately reflects the adjustments in the Total Contract Value, addition compensation, damages or the Milestone for which the Contractor believes the City is liable, and covers all direct, supplemental, indirect, consequential, serial and cumulative costs and delays to which Contractor is entitled as a result of the occurrence of the claimed event;
  - 3.1.2. The supporting cost and pricing data are current, accurate, complete and represent the best of Contractor's knowledge and belief; and
  - 3.1.3. The affidavit shall be executed by a senior officer of Contractor.
- 3.2. The attention of Contractor is drawn to state and federal laws regarding penalties for false claims. The City will prosecute Contractor to the fullest extent of the law for the submission of a false, fictitious or unsubstantiated Claim.

3.3. A Claim for an adjustment to any Milestone shall be supported by an analysis of the Project Plan detailing the impact of the event giving rise to the Claim.

4. Determination on a Claim:

4.1. For CONTRACTOR-certified claims of \$50,000.00 or less, the ENGINEER will, if requested in writing by the CONTRACTOR, render a determination within sixty (60) days of the request. For CONTRACTOR-certified claims over \$50,000.00, the ENGINEER will, within sixty (60) days tender a determination of the Claim or notify the CONTRACTOR of the date by which the determination will be made. If CONTRACTOR and ENGINEER cannot resolve any claim or dispute, CONTRACTOR agrees to participate in good faith in non-binding Mediation if requested by the ENGINEER. The cost of Mediation will be split equally between CONTRACTOR and ENGINEER. If a resolution cannot be reached through mediation the CONTRACTOR's sole appeal of the ENGINEER's Final Determination is to institute legal action in Fulton Superior Court within sixty (60) days after Final

5. Disputes:

5.1. Any Claim that is denied by the City shall be considered a dispute for purposes of these Claim/Dispute Resolution Procedures.

5.2. Pending final resolution of any Claim or dispute, including litigation, Contractor shall proceed diligently with performance of the Services, and comply with any decision of the City.

5.3. In the event the City is a prevailing party in any litigation brought under or to enforce the provisions of the Contract, Contractor shall pay to the City all of the City's costs, expenses and fees associated with the litigation and the preparation thereof, including, but not limited, to reasonable attorneys' fees, expert witness fees, and all expenses incurred. Contractor shall pay the City's reasonable attorneys' fees and other costs whether the services are performed by the City's employees or by independent counsel.

6. Failure to Follow Procedures. The City must receive written notice of all Claims and disputes in strict compliance with these Claim/Dispute Resolution Procedures and the notice provisions contained in the Contract in order to investigate such Claims and disputes and to make decisions that will eliminate or minimize any additional costs or delays to the Services, the Project or to the City's overall airport expansion program. Contractor acknowledges that it has no right in law or equity to seek any increase to the Fees or a change to a Milestone, unless Contractor strictly complies with all requirements of, and times set forth in, these Claim/Dispute Resolution Procedures. Failure by Contractor to meet all of the requirements of and times in these Claim/Dispute Resolution Procedures shall be deemed an intentional waiver by Contractor of any right to file a lawsuit seeking redress of any type. Compliance with all the requirements of and times in these Claim/Dispute Resolution Procedures is an absolute condition precedent to Contractor having the right to file a lawsuit seeking

redress of any type. In the event of non-compliance by Contractor, the City is entitled to have any lawsuit dismissed with prejudice by showing that Contractor did not strictly comply with all of the requirements of these Claim/Dispute Resolution Procedures.

7. Venue. Contractor acknowledges and agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to the Contract shall be in the Federal District Court for the Northern District of Georgia or the State Courts in Fulton County, Georgia. Contractor hereby consents and submits to the exclusive personal jurisdiction of such courts, and consents, submits to and agrees that venue for such a legal action or proceeding is proper in said courts and county, regardless of Contractor's domicile. Contractor hereby expressly waives all rights under applicable law or in equity to object to the jurisdiction and venue in said courts and county with respect to such legal action or proceeding.

# **EXHIBIT L**

## **MILESTONES AND LIQUIDATED DAMAGES**

**EXHIBIT L**

**MILESTONES AND LIQUIDATED DAMAGES**

1. The parties hereby agree that the damages which CITY will sustain as a result of Contractor's failure to meet Contract Milestones are difficult or impossible to determine with certainty and, therefore, have in good faith estimated as fair compensation, the Liquidated Damages as set forth below. If Contractor fails to deliver the equipment or materials or perform the services within the times specified in this Contract for the established Milestones & Substantial Completion, or any extensions granted in writing, the Contractor shall pay to CITY as fixed, agreed and Liquidated Damages for each calendar day or minute of delay the sum(s) specified below, which amounts shall be independently calculated as follows:

NO.	CONTRACT MILESTONES	LIQUIDATED DAMAGES
1.	Contractor shall submit a Baseline Schedule within Forty Five (45) Calendar Days from Notice to Proceed.	One Thousand Dollars and Zero Cents (\$1,000.00) per calendar day.
2.	Contractor shall achieve Substantial Completion of the entirety of the Central Passenger Terminal Complex Modernization – Landside on or before the date of Substantial Completion contained in the approved and accepted GMP including the submittal and acceptance of Operations and Maintenance manuals and all Warranties.	Five Thousand Dollars and Zero Cents (\$5,000.00) per calendar day.
3.	Contractor shall achieve Final Completion of the Project within Sixty (60) calendar days of the date of Substantial Completion contained in the approved and accepted GMP.	Five Thousand Dollars and Zero Cents (\$5,000.00) per calendar day.

2. **Application of Liquidated Damages not a Change.** The application of Liquidated Damages shall not effect a change in the Substantial Completion or relieve Contractor of its obligation to improve its progress to achieve, or to mitigate the failure to achieve, the Substantial Completion Date or stated area reopening.
3. **Payment of Liquidated Damages.** Payments of Liquidated Damages shall become due immediately upon failure to achieve the stated. CITY shall be entitled to withhold from payments due, offset against other obligations, deduct from retainage, and draw down on letter(s) of credit or performance securities any and all Liquidated Damages due from Contractor.

4. **No Restriction of Rights and Remedies.** Nothing in this clause shall operate to restrict any other rights and remedies available to CITY at law or under this Contract.

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**EXHIBIT M**

**AIRPORT ACCESS, SECURITY AND SAFETY  
MEASURES**

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## EXHIBIT M, AIRPORT ACCESS, SECURITY AND SAFETY MEASURES

1. **Work in Progress.** Contractor shall be responsible for and shall bear any and all risk of loss or damage to work in progress and to equipment and materials.
2. **Maintenance.** Contractor shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by the City of any terms of this contract.
3. **Material Handling.** Contractor's responsibility for materials and plant equipment required for the performance of this Contract shall include:
  - 3.1.1. Receiving and unloading;
  - 3.1.2. Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weathertight enclosures provided by Contractor;
  - 3.1.3. Delivering from storage to construction site all materials and plant equipment as required; and
  - 3.1.4. Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Contract.
4. **Security.** Contractor shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Contractor shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.
5. **Airport Security Requirements.** Contractor shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Contractor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

- 5.1.1. **Preventing Unauthorized Access.** The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. Contractor shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Contractor shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.
- 5.1.2. **Transportation Security Administration/Responsibility of Contractor.** In order to comply with the TSA and DOA security requirements, Contractor shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Contract. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.
- 5.1.3. **Security Identification Display Area (SIDA).** The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.
- 5.1.3.1.1. **FBI/CHRC Checks.** To obtain a SIDA badge, each individual must successfully undergo a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two forms of Identification prior to the badging process. At least one form of identification must have been issued by a government authority and at least one must contain a photograph. Contractor shall be responsible for all fees associated with obtaining a SIDA badge, (i.e. badge and fingerprint fees as determined by DOA). The current cost for the CHRC is \$60.00 per individual. The current cost for badge is \$60.00 per individual. Costs for lost badges is \$200.00 for each replacement badge.
- 5.1.3.1.2. In order to obtain up to date costs for CHRC and for badging, Contractor shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Contractor/Escorting Requirements are specified in subsection below.

- 5.1.4. **Displaying Badges.** Employees and those of all subcontractors must display a DOA issued badge showing Contractor's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.
- 5.1.5. **Badging Records and Process.** Contractor shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Contractor will be required to furnish this information to the DOA upon request.
- 5.1.5.1.1. The Badging process may begin upon the Contractor's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Contractor has completed the badging process.
- 5.1.5.1.2. If applicable, an Administrative NTP may be presented to the DOA Security Division by the Contractor in order to initiate the badging process for the Contractor's employees.
- 5.1.5.1.3. The Contractor shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the Contractor's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Contract Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors' Authorizing Agent nature of the work to be performed by Contractor, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Contractor's Insurance Certificate shall accompany the letter. Once badged, the Contractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.
- 5.1.5.1.4. Each Subcontractor identified in the Contractor's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Contractor, to the DOA Security Division. A copy of the Subcontractor's Insurance certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.
- 5.1.5.1.5. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

- 5.1.5.1.6. Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.
  - 5.1.5.1.7. Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.
  - 5.1.5.1.8. Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.
  - 5.1.5.1.9. The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Contractor's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
  - 5.1.5.1.10. Badges issued to Contractor and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:
    - 5.1.5.1.10.1. Completion of Contract or subcontract, unless extended by the City;
    - 5.1.5.1.10.2. Expiration of Insurance coverage, as indicated on the Contractor's Insurance certificate; or
    - 5.1.5.1.10.3. Employee's driver's license expiration date;
    - 5.1.5.1.10.4. Two (2) years from the issuance of the badge.
  - 5.1.5.1.11. Contractor and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Contractor's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.
  - 5.1.5.1.12. Contractor's questions concerning Airport Security shall be directed to (404) 530-6667.
- 5.1.6. **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be

evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.

5.1.6.1.1. **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. Contractor shall contact Airport Operations, at (404) 530-6620 during normal business hours to schedule the training session.

5.1.6.1.2. All vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).

5.1.6.1.3. Contractor shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).

5.1.6.1.4. All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

5.1.7. **Protocols for Contractor Escorting.** Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Contractor must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Contractor may contact DOA Security Manager at (404) 530-6667 during normal operating hours.

5.1.8. **Contractor's Escorting Requirements for Construction Contracts on AOA (Runways and Taxiways)/Construction Contracts on secured area (Apron surrounding Terminal and Concourses).**

5.1.8.1.1. All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.

5.1.8.1.2. Contractor and escorted personnel shall have no Terminal or Concourse access.

5.1.8.1.3. Escorting is limited to an Airport SIDA badged prime Contractor or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other

than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).

- 5.1.8.1.4. Escorting person(s) must have a SIDA badge.
- 5.1.8.1.5. Designated badged prime Contractor employees approved or badged escorting subcontractor must escort prime Contractor employees and subcontractors' employees to all work sites. Once at the work site, badged employees, prime or subcontractors', may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.
- 5.1.8.1.6. All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Contractor's name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.
- 5.1.8.1.7. Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.
- 5.1.8.1.8. All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 5.1.8.1.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 5.1.8.1.10. In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 73 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.
- 5.1.8.1.11. Prior to operating on the Aircraft Movement Area (AMA), the Contractor shall arrange for airfield escorting services with an independent contractor ("Escorting Contractor"). The Escorting Contractor must be a separate business entity from the Contractor and must be engaged solely for the purpose of providing escort

services under the Contract and may not provide any other services under the Contract. CONTRACTOR may not contract/subcontract with other business entities providing additional services under the Contract unrelated to escort services for the purpose of also providing escort services. For example, if CONTRACTOR has engaged the services of ABC Company to provide paving under the Contract, it may not use ABC Company to provide escort services. The Escorting Contractor must submit potential candidates to the Construction Manager for DOA- Airside Operations Division review and acceptance. Sufficient time should be taken into consideration for qualification review and training of any individuals designated by the Escorting Contractor.

- 5.1.8.1.12. AMA Escorts, to include Airfield Crossing Guards, shall be badged and trained in accordance with the requirements contained herein for security and ramp driver safety training and receive an ATL SIDA badge with a driving and escorting, ("E") if applicable, designation. Airfield Crossing Guards shall meet same requirements as listed in this Subsection 5.
- 5.1.8.1.13. AMA Escorts shall possess one of the following: (1) previously or currently hold an ATL AMA badge for more than 1 year; (2) previously or currently hold an ATL Crossing Guard License; (3) employed or previously employed by the FAA as an Air Traffic Controller at ATL; (4) hold a current FAA Pilots License for more than 1 year. Regardless of qualifications, a candidate will be disqualified if the candidate has been (1) involved in an airfield "surface incident" or "runway incursion" as defined by the FAA; (2) received a suspension or revocation of their AMA or Airfield Crossing Guard License; or (3) is unable to pass the examination.
- 5.1.8.1.14. The approved airfield escorting company shall schedule training for potential AMA escorts through the DOA-Airside Operations training course prior to providing airfield escorting duties. Each candidate shall successfully pass a written exam accessing their knowledge of the aircraft movement area prior to receiving AMA driving privileges and receive an AMA badge prior to entering the AMA.
- 5.1.8.1.15. The prime contractor shall be responsible for employing sufficient personnel to conduct airfield escorting. Failure to have an AMA-certified airfield escort on-duty may cancel construction activities located on the AMA.

5.1.8.1.16. Prior to conducting any airfield escorting duties, DOA will establish an approved construction haul route to be utilized by the escorts to escort the contractors' vehicles to the construction site. Escorts may not alter, amend or create construction haul routes. Escorts are not authorized to close any portion of the AMA for any purpose. All requests shall be made through the project's Construction Manager.

5.1.8.1.17. All airfield escort vehicles shall be in compliance with the requirements of this Contract for insurance, marking and access. The airfield escort vehicle shall be distinctively marked and not mistaken for other construction support vehicles. These vehicles shall have (1) a yellow flashing light mounted on the uppermost part of the vehicle structure in accordance with FAR AC 150/5210-5C; (2) continuous two-way radio communications with the ATCT; and (3) a City Motorola radio.

#### **5.1.9. Construction Contracts Within Sterile Area (Inside Terminal, Concourses)**

5.1.9.1.1. Highest level of Security required.

5.1.9.1.2. All employees of prime Contractor and subcontractor, must be badged to work in the sterile area.

5.1.9.1.3. If escorting of unbadged Contractors and or subcontractors is required, an approved sponsor agency (DOA, AATC, ACE, HACM, HJCM, etc.) must perform escort full time.

5.1.9.1.4. For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Contractor or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

**5.1.11 Restricted AOA Access.** Contractor shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. All vehicles operating within the AOA or secured area must be insured as specified per Appendix B Insurance and Bonding Capacity. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by Appendix B for vehicles being escorted.

**5.1.11.1 Visual Aids.** In the event of the possibility of contact with the AOA or secured area, Contractor shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City's approval prior to the start of any work under this Contract. The approved system of marking and delineating shall be installed, maintained and protected at all times.

**5.1.12 Tools and Materials.** Contractor shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.

**5.1.12.1** All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Contractor and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

**5.1.12.1.1** All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

**5.1.12.1.2** Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

**5.1.12.1.3** All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons

and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

**5.1.13 Dumpsters.** Contractors and subcontractors shall be allowed no more than one (1) open dumpster per Contract work area. Any and all other job-site dumpsters must remain securely covered and fastened at all times.

5.1.13.1 Trash must be removed daily.

5.1.13.2 No dumpster shall be permitted in the Terminal area for any reason whatsoever.

5.1.13.3 The Contractor shall be responsible for trash removal from dumpsters within the AOA. Contractor shall clear debris on a daily basis not later than the end of shift.

5.1.13.4 Dump trucks shall access and egress the AOA through pre-approved gates. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on projects within the secured areas of the Airport.

**5.1.14 Terminal/Curbside.** A maximum of two (2) Contractor vehicles or two (2) subcontractor vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department, and the DOA Security. In the event one (1) Contractor vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.

5.1.14.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

5.1.14.2 When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.

5.1.14.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.

5.1.14.4 For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.

**5.1.15 Staging Areas.** The Contractor's Construction staging area shall be identified on the plans.

**5.1.16 Federal Inspection Service Areas.** For any or all work conducted within Federal Inspection Service (FIS) areas, Contractor shall submit FIS Authorization requests to the **U.S. Customs Service (404) 765-2303**. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.

**5.1.16.1** Contractor shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

**5.1.16.2 Security Checkpoints.** Contractor and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, contractors will not be allowed to carry tools and construction materials through the passenger security screening points.

**5.1.16.3** Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

**6 Restrictions on Operations.** Contractor shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Contractor shall not damage, close or obstruct any utility installation, highway, road or other property until permits and City's permission therefore have been obtained. Contractor shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless specifically authorized by this Contract. Contractor shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Contract. The City will be responsible for furnishing all rights-of-ways upon which the Work is to be constructed in advance of the Contractor's operation.

**7 Cooperation with Agencies.** Contractor shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Contractor shall control its operations to prevent the unscheduled interruption of such utility services and facilities.

**8 Location of Services.** The City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such

information shall not relieve Contractor of its responsibility to protect such existing features from damage or unscheduled interruption of service.

- 9 Notice to Owner/Operators.** Prior to commencing the work in the general vicinity of an existing utility service or facility, Contractor shall notify each owner/operator in writing of activities which might affect its interests. If, in Contractor's opinion, the owner/operator's assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the work, such advice should be included in the notification. Contractor shall furnish a copy of such written notices to City.
- 10 Excavation Methods.** Where the outside limits of an underground utility service have been located and staked on the ground, Contractor shall use excavation methods acceptable to City as may be required to insure protection from damage due to Contractor's operations.
- 11 Damage to Services.** Should Contractor damage or interrupt the operation of a utility service or facility by accident or otherwise, it shall immediately notify in writing the owner/operator, appropriate public safety authorities and City and shall take all reasonable measures to prevent further damage or interruption of service. Contractor in such events shall cooperate with the utility service of facility owner and City continuously until such damage has been repaired and service restored.
- 12 Failure to Protect Property.** Contractor shall not be entitled to any extension of time or compensation on account of Contractor's failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by Contractor.
- 13 Utility Contractor Licensing Requirements.** Contractor shall comply with the requirements of O.C. G. A. § 43-14-8.2 (b) which states:

  - 13.1** After June 30, 1994, no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a Utility Contractor's license and there is regularly connected with such business a person or persons who holds a valid Utility Manager certificate issued under this chapter. Such Utility Manager must be actually engaged in the performance of such business on a full-time basis and oversee the utility contracting work of all employees of the business. In cases where a sole proprietorship, partnership, or corporation has more than one permanent office, then each permanent office shall be registered with the division and at least one person who holds a valid utility manager certificate issued under this chapter shall be stationed in each office on a full-time basis and shall oversee the utility contracting work of all employees of that office. In addition Contractor shall comply with the all-applicable requirements of O.C.G.A. § 43-14-8.2 including subsections 43-14-8.2, 43-14-8.3 and 43-14-8.4.

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**EXHIBIT N**

**QUALITY CONTROL PLAN REQUIREMENTS**

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## HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

### FC-8195; CENTRAL PASSENGER TERMINAL COMPLEX MODERNIZATION – LANDSIDE

#### EXHIBIT “N”, QUALITY CONTROL PLAN REQUIREMENTS

The CONTRACTOR shall require each Subcontractor to provide a Quality Control Plan specific to their scope of work. The Subcontractors must, at all times, comply with all aspects of their approved Plan as well as ensure that all employees and sub-subcontractors comply with the provisions of the Plan. The specific Quality Control Plan must be developed in accordance with the guidelines in Appendix 1 of this document.

The Specific Quality Control Plans must be submitted in writing to the CONTRACTOR and approved prior to the Subcontractor commencing Work.

Unless specifically noted otherwise, the Subcontractor is responsible for all costs associated with the implementation of the Quality Control Plan whether this service is provide internally or by a third party testing service. The costs for performing all Work necessary to provide a quality product must be incidental to the prices for other items of Work and not priced separately.

#### QUALITY CONTROL PLAN APPROACH

The purpose of the Project Quality Control Plan is to ensure all project work and services are performed with the highest quality per the scope of work documents, as well as to provide guidance and measures to ensure that all work is completed in the safest of manners. It is important that project authority and practices are clearly defined and that the practices and quality control methods are implemented consistently. It shall be the responsibility of the Subcontractor to provide well trained and competent personnel to perform the QC/QA functions as outlined in the Quality Control Plan.

The quality control plan is intended to identify project controls/authority, general procedures such as document/data control and activity-specific controls and verification procedures for all project quality functions. The quality control plan is to be implemented to ensure initial and remedial construction procedures are performed in compliance with the plans and specifications under the contract. The plan is to provide a means to maintain effective quality control at the project site as outlined in the scope of work. The quality control measures as presented in the Subcontractor’s plan are to include quality control organization and staffing; methods of performing, documenting and enforcing quality control operations of both the Subcontractor and its sub-subcontractors (including inspection and testing); inspections to be performed; and protocol describing corrective actions. The quality control plan is meant to be a “living document” and will be amended and updated in keeping with all current local laws and ordinances, individual task orders and other areas where quality is being tailored for consistency to the project requirements.

At their sole discretion, the CONTRACTOR reserves the right to perform any verification testing or observe any testing being performed by the Subcontractor. Upon proper notice, the Subcontractor must assist the CONTRACTOR in arranging and scheduling such events.

## **GENERAL PLAN REQUIREMENTS**

1. The Quality Control Plan is to be developed to a level commensurate with the level of complexity of the scope of work.
2. The Plan shall cover controls instituted to assure the quality of the Work and the documenting of quality activities, inspections and testing requirements, materials certification and testing submittals, procedural direction and specific technical instructions.
3. The Plan shall address such items as documentation, QC/QA staff, and proposed recovery methodology for non-compliance.

### **General Quality Control/Quality Assurance Requirements**

4. All Quality Control functions will be performed in accordance with the Sub-contractor's Quality Control Plan which shall conform to the provisions of the scope of work document.
5. The Subcontractor shall supervise the Work of its Sub-subcontractors providing instructions to each when their Work does not conform to the requirements of the scope of work documents, and it shall ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.
6. Any commissioning will be provided by the CONTRACTOR. The Subcontractor shall coordinate, cooperate, and accommodate the CONTRACTOR's Commissioning Agent's activities and provide all required documents requested by the Commissioning Agent.
7. The Subcontractor shall manage the Quality Control for their scope of work per the drawings and specifications as identified in the scope of work documentation.
8. All required site third party inspections shall be scheduled with adequate notice to the CONTRACTOR and Construction Manager.
9. Should disagreement occur between the Subcontractor and the CONTRACTOR over acceptability of the Work and conformance with the requirements of the scope or work documents, the CONTRACTOR shall be the final judge of such performance and acceptability.
10. The Quality Control Plan shall be updated as necessary during the work to reflect any changes in the plan.

11. The Quality Control Plan shall provide for the issuance of a “stop work” order by the CONTRACTOR or Subcontractor at any time during the Work when significant adverse quality trends and/or deviations from the approved Quality Control Plan are found.
12. The Subcontractor shall accommodate and cooperate with any inspections and testing by the CONTRACTOR.
13. If applicable, the schedule shall incorporate major quality functions and assign time as required.

## Appendix 1 to Exhibit N

### Components of a Subcontractor Specific Quality Control Plan

#### QUALITY CONTROL PLAN STRUCTURE

The quality control plan is to be organized with the following sections:

1. Introduction
2. Project Scope
3. Project Organization and Authority

The roles and responsibilities of the key personnel for the scope of work are to be identified and defined. The person(s) having overall management of the Quality Control Plan and their supporting staff are to be identified.

4. Quality Assurance and Quality Control

This section includes quality assurance and quality controls implemented for the contract. As a minimum the following shall be identified and defined:

- a. Communications Plan to define the flow and distribution of correspondence
- b. Subcontractor's QC/QA organizational structure
- c. Procurement Plan
- d. QC/QA Plan
- e. Submittals
  1. Specification number
  2. Item description
  3. Description of submittal
  4. Specification paragraph requiring submittal
  5. Scheduled date of submittal
- f. Material Verification
- g. Inspection Activities with schedule "hold points" clearly indicated (if required).
- h. Testing Plan
- i. Recovery Plan
- j. Non-Conformances Procedures

5. Documentation and Recordkeeping

This section shall include the Specific quality control records that the Sub-contractor will provide to the CONTRACTOR:

- a. Daily Inspection Records
- b. Request for Information
- c. Test Reports
- d. Non-Compliance
- e. Corrective Action
- f. As Builts
- g. O&M Manuals
- h. Warranties
- i. Meeting Minutes

6. Review and Evaluation

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**APPENDIX A**

**OFFICE OF CONTRACT COMPLIANCE  
REQUIREMENTS**

---



## CITY OF ATLANTA

Kasim Reed  
Mayor

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Larry Scott  
Director  
[L.Scott@atlantaga.gov](mailto:L.Scott@atlantaga.gov)

**May 12, 2015**

**RE: Project No.: FC-8195, Central Passenger Terminal Complex (CPTC)  
Modernization, Landside**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

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**CITY OF ATLANTA**  
**EQUAL BUSINESS OPPORTUNITY**  
**EQUAL EMPLOYMENT OPPORTUNITY**

**POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

## **Implementation of EBO Policy**

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

## **Determination of Non-discrimination During Bid Process**

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

### **OCC Review of Bidder Submissions**

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

### **Equal Business Opportunity Program Bid/RFP Submittals**

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

**First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling  
Executive Director  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 546-3001**

## **Joint Venture Participation on City of Atlanta EBO Projects**

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

### Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

**Equal Business Opportunity M/FBE Goals for this Project**

**Project No.: FC-8195, Central Passenger Terminal Complex (CPTC) Modernization, Landside.**

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement with a certified AABE or FBE in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **FC-8195, Central Passenger Terminal Complex (CPTC) Modernization, Landside** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

**17.5% AABE and 13% FBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

## Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.
3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
4. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal





**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN  
SUBCONTRACTOR/SUPPLIER UTILIZATION**

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

Name of Sub-contractor/Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar (\$ Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE% \_\_\_\_\_  
Total FBE% \_\_\_\_\_

Code: AABE - African American Business Enterprise, HABE - Hispanic American Business Enterprise, FBE - Female Business Enterprise.  
APABE - Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: \_\_\_\_\_ Date: \_\_\_\_\_ FC#: \_\_\_\_\_  
Proponent's Contact Number: \_\_\_\_\_ Project Name: \_\_\_\_\_  
Signature: \_\_\_\_\_

**First Source Job Information**

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

FC No.: \_\_\_\_\_

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

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**First Source Jobs Agreement**

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

---

**APPENDIX B**

**CONTRACT ADMINISTRATION FORMS**

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## APPENDIX B

### CONTRACT ADMINISTRATION FORMS

DOCUMENT	PURPOSE
Contract/Task Order Change Form [Sec.2 - 1292(d)]	Make all contract changes except change contract value. Also, allocates Project Contingency Funds.
Request for Information	To be used by Contractor to request both technical or administrative information / direction from the City.
Submittal Form	To be used by Contractor as the transmittal cover and record for all project transmittals.
Force Account Work Report	To be used by the Contractor to denote labor, equipment and materials expended in the performance of the force account work. Work reports must be recorded and signed off on a daily basis by the City Inspector and Contractor signifying agreement.
Request for Payment of Stored Materials	To be used by the Contractor as the materials list used exclusively for referenced project when materials have to be stored off site.
Certificate of Substantial Completion Form	To be used by the Contractor and submitted to the City to confirm that the scope of work is substantially completed according to the contract documents.
Notice of Final Acceptance Form	To be used by the Contractor to confirm the date of final acceptance of the project when the project as a whole conforms to all requirements of the contract.
Corrective Action Form	To be used by the Contractor to document conditions, their root cause(s) and corrective action required. The City will document the verification of corrective action.
Safety Construction Incident Report Form	To be used by City Safety department along with appropriate OCIP Form.
Construction Change Notice Form	To be used by the Contractor to describe the field change, cost and schedule impact to inform the City of a potential change order.
Non- Compliance Form (NCN)	To be used by the City to document non-compliant materials and equipment, their respective locations and corrective actions taken. Field remarks are noted by the City Inspector.

# CONTRACT / TASK ORDER CHANGE FORM [SEC. 2-1292(d)]

## 1. CONTRACT INFORMATION SECTION

CONTRACT CHANGE       TASK ORDER CHANGE      DATE: Click here to enter text.

OWNER: CITY OF ATLANTA ("CITY" OR "DOA")

CONSULTANT/CONTRACTOR: Click here to enter text.

CONTRACT / FC #: Click here to enter text.

TASK ORDER #: Click here to enter text.

CHANGE #: Click here to enter text.

PROJECT NAME: Click here to enter text.

WBS #: Click here to enter text.

## 2. TYPE OF CHANGE

- |  |  |
|--|--|
| <input type="checkbox"/> SCOPE                                   | <input type="checkbox"/> MODIFY SCHEDULE OF VALUES |
| <input type="checkbox"/> SCHEDULE                                | <input type="checkbox"/> ADMINISTRATIVE            |
| <input type="checkbox"/> COST (FOR TASK ORDER VALUE CHANGE ONLY) | <input type="checkbox"/> OTHER                     |
| <hr/>  |  |
| <input type="checkbox"/> CONTINGENCY ASSIGNMENT                  |  |

## 3. REASON FOR CHANGE

Click here to enter text.

## 4. DESCRIPTION OF CHANGE

Click here to enter text.

5. CHANGE REQUESTED BY:  CONTRACTOR     CONSULTANT     DOA

## 6. SCHEDULE IMPACT

Click here to enter text.

## 7. COST IMPACT (FOR TASK ORDER VALUE CHANGE ONLY)

## 8. FUNDING

## 9. FINANCIAL SUMMARY (FOR TASK ORDER VALUE CHANGE ONLY)

Click here to enter text.

## 10. ATTACHMENTS

Original Scope of Services     \_\_\_\_\_

# CONTRACT / TASK ORDER CHANGE FORM [SEC. 2-1292(d)]

## 11. RELEASE LANGUAGE

Consultant/Contractor acknowledges and agrees that the consideration set forth in this Contract / Task Order Change Form represent a full and final resolution of all consideration agreed upon by Consultant/Contractor for any monetary impact or time impact of any type arising from, related to or involved with respect to the subject matter of this Contract / Task Order Change Form including, without limitation, all direct costs, indirect costs, overhead costs, cumulative impacts, ripple effect, impact on any other Work, as defined in the underlying Contract and/or Task Order, general and administrative expenses, and profit.

Consultant/Contractor and its members, employees, directors, officers, agents, attorneys, subcontractors of any tier, insurers, sureties, assigns, predecessors and successors hereby release, remise and forever discharge the City and its present and former officers, employees, directors, officials, agents, attorneys, designers, consultants, subconsultants, construction managers, insurers, assigns, predecessors and successors (collectively, the "City Releasees"), from all debts, claims, demands, actions, causes of action, sums of money, controversies, costs, fees, lawsuits, omissions, and liabilities whatsoever, of any and every name, both at law or in equity, which Consultant/Contractor has, had, or could have had against the City Releasees, collectively or individually, through the effective date of this Contract / Task Order Change Form, related to or arising from the subject of this Contract / Task Order Change Form, except as may be specifically provided in this Contract / Task Order Change Form.

This Contract / Task Order Change Form constitutes the entire agreement between the City and Consultant/Contractor ("parties") with respect to its subject matter contained herein and supersedes all prior agreements, understandings, expectations, and discussions of the parties, whether oral or written, and there are no representations or other agreements between the parties in connection with this subject matter contained herein except as specifically set forth in this Contract / Task Order Change Form. The parties shall bear their own costs, expenses, and attorneys' fees incurred in or arising out of or in any way related to the matters contained in this Contract / Task Order Change Form. For purposes of interpretation, this Change Order shall not be deemed to be drafted by any party, and any ambiguity shall not be construed against any party. This Contract / Task Order Change Form is executed in accordance with all applicable Ordinances of the City of Atlanta and will be binding on both parties in accordance therewith.

Unless explicitly set forth in this Contract / Task Order Change Form, all terms, covenants and conditions of the underlying Contract and/or Task Order, except as duly modified in accordance with the Ordinances of the City of Atlanta by previous Addendums, or Change Orders, if any, shall remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

# CONTRACT / TASK ORDER CHANGE FORM [SEC. 2-1292(d)]

<p><b>OWNER:</b></p> <p><b>CITY OF ATLANTA</b></p> <p><b>Approved By:</b></p> <hr/> <p>P&amp;D Assistant General Manager <span style="float: right;">Date</span></p> <p><b>Recommended By:</b></p> <hr/> <p>Director <span style="float: right;">Date</span></p> <hr/> <p>Assistant Director <span style="float: right;">Date</span></p> <hr/> <p>Project Manager <span style="float: right;">Date</span></p> <p><b>Submitted By:</b></p> <hr/> <p>Construction Manager <span style="float: right;">Date</span></p>	<p><b>CONSULTANT/CONTRACTOR:</b></p> <p>Insert Name</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <hr/> <p>Corporate Secretary/Assistant Secretary</p> <p style="text-align: center;">[Affix Corporate Seal]</p> <p><b>Non-Corporate:</b></p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Notary Public: _____</p> <p>My Commission Expires: _____</p>
---	---

**Force Account Work Report**

Project Name:	Contract Day No:	Shift No.:
Contract No.:	Date:	Report No.:
Temp.:      a.m.                  p.m.	Description:	
Weather:      am          pm Rainfall (inches) _____.		

**Contractor's Force (include all persons used on this Force Account Work):**

No.	Work Classification	Hours

**Materials and Supplies (attached certified invoice as appropriate)**

Item	Description	Use

**Machinery and Equipment (only for time used on Force Account Work):**

Type	Use	Hours Used

**Description of Work Accomplished:**


**Description of Original Work That Will Not be Performed (if any):**


Contractor Representative \_\_\_\_\_  
Date \_\_\_\_\_

CM Inspector \_\_\_\_\_  
Date \_\_\_\_\_





BUILDING ATL'S FUTURE

## Certificate of Substantial Completion

---

Project Name:  
Contractor Name:  
Contract No.:  
WBS No.:  
Date of Issuance:

The portions of the Project accepted as Substantially Complete shall include: \_\_\_\_\_.

The work performed, as designated above, has been inspected and found to be satisfactory subject only to Final Acceptance of the Project as a whole. In accordance with the General Conditions, GC-\_\_\_\_\_ Notice of Substantial Completion, the date of Substantial Completion of the portion of the work designated above is established as \_\_\_\_\_.

Nothing in this Certificate of Substantial Completion modifies or changes any of the obligations or provisions contained in the Contract Documents for this project.

A list of items concerning the scope of work found substantially complete pursuant to this Certificate of Substantial Completion to be completed or corrected by Contractor in accordance with the Contract Documents is attached.

Contractor	_____	_____
	By	Date
Construction Manager	_____	_____
	By	Date
Architect/Engineer:	_____	_____
	By	Date
Project Manager	_____	_____
	By	Date
Assistant General Manager – P&D	_____	_____
	By	Date

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## Notice of Final Acceptance

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

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

Contract No.: \_\_\_\_\_

WBS No.: \_\_\_\_\_

Date of Issuance: \_\_\_\_\_

The Project as a whole has been accepted and includes:

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The work performed under the above referenced Contract has been inspected and found to be satisfactory. In accordance with the General conditions, GC-43, the date of Final Acceptance of the work is hereby established as \_\_\_\_\_.

The warranty provisions for work as defined in the General Conditions, GC-35 Warranty, shall remain in force for a period of twenty-four (24) months after the date of this Final Acceptance.

### Definition of Date of Final Acceptance

The date of Final Acceptance of the Project is the date when the Project as a whole conforms to all requirements of the Contract, so the City may occupy or utilize the entire Project for use as defined in the General Conditions, GC-25 Use of Completed Portions of the Work.

_____ Contractor	By _____	_____ Date
_____ Design Service Provider	By _____	_____ Date
_____ Design Manager	By _____	_____ Date
_____ Resident Engineer	By _____	_____ Date
_____ Project Manager	By _____	_____ Date
_____ Assistant Director	By _____	_____ Date
_____ Assistant General Manager	By _____	_____ Date

## Corrective Action Form

Project Name:		Contract No.:	No.:
Contractor Name:		WBS No.:	Reply Due Date:
Issued To:			
Condition Description			
Initiated By:	Signature:	Title:	Date:
QA Coordinator	Name:	Signature:	Date:
Cause and Corrective Action			
Action Taken to Preclude Reoccurrence			
Initiated By:	Signature:	Title:	Date:
Verification of Corrective Action			
Verified By:	Signature:	Title:	Date:
QA Coordinator	Name:	Signature:	Date:

# Construction Incident Report

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Date: \_\_\_\_\_ Contract No: \_\_\_\_\_  
Time of Incident: \_\_\_\_\_ AM/PM Incident Report No: \_\_\_\_\_  
Contract Name: \_\_\_\_\_  
Contractor: \_\_\_\_\_  
Reported By: \_\_\_\_\_  
  
Temperature: \_\_\_\_\_  
Weather: \_\_\_\_\_

Incident Location:

Emergency Contacts Made:

Detailed Observations:

Information or Action Required By Contractor:

By:

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(Type in Name of Reporting Staff Member)  
(Type in Position Title)



# CHANGE NOTICE

Project Name:

Change Notice No.:

Contractor:

Contract No.:

Address:

Date:

**DESCRIPTION:**

**ATTACHMENTS:**

Copies	Date	Description	Revision
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**REFERENCE DOCUMENTS:**

ACTION REQUIRED BY CHANGE NOTICE:		COST AND SCHEDULE IMPACT	
CONSTRUCTION:			
Proceed immediately in accordance with description.	<input type="checkbox"/>	No Cost or Schedule Impact Unit prices to be used as directed in the Contract	<input type="checkbox"/> <input type="checkbox"/>
Do not proceed until further direction	<input type="checkbox"/>	Submit detailed quotation within _____ days Submit daily Time and Materials Records	<input type="checkbox"/> <input type="checkbox"/>

Issued by:

Date:

\_\_\_\_\_  
Construction Manager / Resident Engineer

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Concurrence: Project Manager

Distribution:

Contractor  
Resident Engineer   
Construction Manager   
Estimating   
Files: \_\_\_\_\_

Project Manager:   
Design   
\_\_\_\_\_  
\_\_\_\_\_



# NOTICE OF NON-COMPLIANCE

NOTIFICATION NO.: NC- \_\_\_\_\_

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

TO (Contractor): \_\_\_\_\_

Contract No: \_\_\_\_\_

PROJECT: \_\_\_\_\_

WBS No: \_\_\_\_\_

Pursuant to the Articles of the Special Provisions and Technical Provisions of the contract you are hereby notified that materials and/or items of the Work, as fully described below, were reviewed, inspected and/or tested by this office and were found not to be in conformance with the requirements of the subject contract. Your immediate attention and corrective actions are required. Payment will be withheld for the non-compliant item(s) noted below until such time as corrective action is taken and accepted.

Specification Reference: \_\_\_\_\_

Paragraph: \_\_\_\_\_

Drawing Reference: \_\_\_\_\_

Detail: \_\_\_\_\_

Non-Compliant Item(s) and Location:

Empty box for describing non-compliant items and their locations.

Contract Requirement:

Empty box for describing the contract requirement that was not met.

Non-compliant item(s) detected by:

Test

Inspection

Non-compliant item(s) is/are:

Defective

Rejected

Issued by:

Received/Acknowledged by:

\_\_\_\_\_  
Construction Manager / Resident Engineer (signature)

\_\_\_\_\_  
Contractor (signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Project Manager (signature)

\_\_\_\_\_  
Title

(continued on next page)

**NOTICE OF NON-COMPLIANCE (continued)**

Notification No: NC- -

Contract No.: -

Contractor: -

**Contractor's Corrective Action Proposal:**

*Use attachment(s) if necessary.*

**Proposal Rejected by:**

*Describe reason for rejection and by whom. Use attachment(s) if necessary.*

**Design Service Provider's Corrective Action Proposal:**

*Use attachment(s) if necessary.*

**Contractor's Acceptance of Design Service Provider's Proposal**

Contractor (signature)

Date

**Proposal Accepted by:**

Signature

Date

Design Service Provider

Signature

Date

Design Representative

Signature

Date

Project Manager

Signature

Date

Safety Representative

Signature

Date

Resident Engineer

Signature

Date

Construction Manager

**\* Note: Architect/Engineer must accept all design-related proposals for corrective action.**

*(continued on next page)*

**NOTICE OF NON-COMPLIANCE (continued)**

Notification No: NC- -

Contract No.: -

Contractor: -

**Corrective Action Taken  
and Field Remarks by  
Inspector:**

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**Corrective Action Verified:**

Inspector <i>(signature)</i>	Date
Resident Engineer <i>(signature)</i>	Date

Distribution:

Contractor
Design Service Provider
Design Representative
Project Manager
Resident Engineer
Construction Manager
Document Control

# Request For Information

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

RFI NO. \_\_\_\_\_

Project Name: _____		Date: _____	
Contract: _____		WBS: _____	
<u>Drawing Ref:</u> _____		<u>Specification Reference:</u> _____	
<u>Submitted To:</u> _____		<u>Submitted By:</u> _____	
Company: DOA -P&D		Company: _____	
Address: 1255 South Loop Road		Address: _____	
College Park, Georgia 30337			
<u>Information Requested:</u>			
Prepared By: _____			
<u>Cost Increase</u>		<u>Critical</u>	<u>Routine</u>
<u>Contractor Recommendation:</u>			
Prepared By: _____			
<u>Response:</u>			
Response By: _____			

