INVITATION TO BID

FOR

FC - 8319

INSTALLATION, RELOCATION, REMOVAL AND REPAIR OF TRAFFIC SIGNALS

City of Atlanta

Richard Mendoza
Commissioner
Department of Public Works

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement

FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals

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CITY OF ATLANTA

Kasim Reed
Mayor

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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
asmith@atlantaga.gov

June 16, 2015

ATTENTION INTERESTED BIDDERS:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a Bid for **FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals.** This solicitation will require the successful Bidder to provide professional services to install, relocate, remove and/or revise traffic signals, reversible lane signals, street lights and associated hardware throughout the City.

A **Pre-Bid Conference** will be held on **Wednesday, June 24, 2015, at 11:00 A.M. EDT,** at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-Bid Conference is to provide Bidders with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Public Works, Risk Management, Office of Contract Compliance and the Ethics Office available at the conference to discuss this project and to answer any questions. Attendance at the Pre-Bid Conference is strongly encouraged.

Bidders will be allowed to ask questions during the Pre-Bid Conference. However, please note that oral answers to questions during the Pre-Bid Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all bidders in the form of an addendum. The deadline to submit questions in writing is **Friday, June 26, 2015, at 1:00 P.M. EDT.**

Your response to this Invitation to Bid ("**ITB**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EDT, on Wednesday, July 15, 2015.**

****ABSOLUTELY NO BIDS WILL BE ACCEPTED AFTER 2:00 P.M.****

Bids will be publicly opened and read at 2:01 P.M. EST on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue SW, City Hall, Atlanta, GA 30303.

This Bid is being made available by electronic means. If accepted by such means, then the Bidder acknowledges and accepts full responsibility to insure that no changes are made to the

Bid. In the event of conflict between a version of the Bid in the Bidder's possession and the version maintained by the DOP, the version maintained by the DOP shall govern.

You are required to email and confirm receipt of your business name, contact person, address, phone number, fax number, email address and the project number to Katherine Vernet, Esq., Contracting Officer, at kvernet@atlantaga.gov, to be placed on the Plan Holders List. Failure to do so will prevent you from receiving any addenda that are issued and may deem you non-responsive.

The bid document may also be obtained from the Department of Procurement, Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of $50.00 per package, beginning on Tuesday, June 16, 2015. All purchased solicitation documents include a solicitation package; scope of work booklet and full size drawings (if applicable).

If you have any questions regarding this project, please contact Katherine Vernet, Esq., Contracting Officer, at (404) 330-6517 or by email at kvernet@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at (404) 330-6204.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all bids 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/kv

PART I

PART I

SECTION 1-INSTRUCTIONS TO BIDDERS

FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals.

INSTRUCTIONS TO BIDDERS

1. SOLICITATION/NOT AN OFFER

This solicitation does not constitute an offer by the City of Atlanta (the "**City**") to enter into an agreement and is not an offer that can be accepted by the Bidder to form an agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into agreement with the City. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an agreement with the City.

This solicitation is only an invitation for offers from interested Bidders and no offer shall bind the City.

This solicitation is an invitation for the Bidder to make an offer to the City in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind the City to any contractual Agreement until such time as the Agreement has first been awarded by the City to the most responsible and responsive bidder whose bid meets the material requirements and criteria set forth in the solicitation and is accepted and fully executed and sealed by agents of the City designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, including all ordinances of the City and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN EXCEPT AS AUTHORIZED IN THE CODE OF ORDINANCES OF THE CITY OF ATLANTA.

Your response to this solicitation is a firm offer, which the City may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by the City will form an Agreement, which is enforceable against you. **Your offer may not be withdrawn except under the terms and conditions specified in the Procurement and Real Estate Code of the City of Atlanta as codified in Part 5, Chapter 5 of the Code of Ordinances of the City of Atlanta or OCGA 36-91-52.**

2. RECEIPT AND OPENING OF BIDS

Sealed Bids for the construction of **FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals** will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, Georgia 30303, **no later than 2:00 P.M., EDT**, (as verified by the Bureau of National Standards), on **Wednesday**, **July 15, 2015**.

ABSOLUTELY NO BID WILL BE ACCEPTED AFTER 2:00 P.M.

All Bids received by the time and date established above will be opened and publicly read.

3. PREPARATION OF BIDS

All Bids must be submitted on bid document forms supplied by the City and shall be subject to all requirements of the Agreement Documents. All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder.

Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of Work affecting the item to which such amount relates.

The City may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid.

Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and cause rejection of the Bid.

4. GEORGIA UTILITY CONTRACTOR'S LICENSE (REQUIRED SUBMITTAL)

The Bidder shall provide a Bidder's Georgia Utility Contractor's License Number on the outside of the Sealed Envelope. A utility contractor's license number held by a Subcontractor or issued by another state does **NOT** fulfill this requirement in lieu of the Bidder's Georgia Utility Contractor's License. Failure to provide the Bidder's Georgia Utility Contractor License Number on the outside of the sealed envelope will result in a rejection of the Bid at the Opening. The Bidder is required to submit the certificate included in Exhibit G.

5. HOW TO SUBMIT BIDS

The Bid and required submittals, including the Bid Schedule, the Bid Documentation, the Bid Form, the acknowledgment of each Addendum, the Bid Guarantee, the Power of Attorney for the attorney-in-fact signing the Bid Guarantee, the Affidavit, Office of Contract Compliance forms/certificates, and other documents as required in these Agreement documents may be photocopied for submission of Bids. **Submit (1) original**

and seven (7) copies of the Bid and required attachments. In addition to the hard copy submittals, each Bidder shall submit two (2) digital versions of its Bid in Adobe Portable Document Format (PDF) on Compact Discs (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) should be a redacted version of your hard copy Bid. Please refer to the Georgia Open Records Act (O.C.G.A. Section 50-18-72) for those items or documents that can be redacted.

The City assumes no liability for differences in information contained in a Bidder's printed Bid and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name and the CD Number.

The complete package of Bid documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project name and numbers, name of Bidder and date and time of bid opening in order to guard against premature opening of the Bid.

Bids must be addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, Suite 1900
Atlanta, GA 30303-0307

6. EXECUTION OF BIDDING DOCUMENTS

Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

a. If the Bidder is a corporation, all documents requiring execution by the Bidder shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.

b. If the Bidder is an individual, he or she shall sign the documents and his or her signature shall be notarized by a notary public.

c. If the Bidder is an individual doing business under a trade name, all documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.

d. If the Bidder is a partnership, all forms shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.

e. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, or d of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

7. FAILURE TO BID

Your failure to respond to this Invitation to Bid may result in the removal of your company from the City's Bid list.

8. ERRORS IN BIDS

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

9. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient for disqualification of a Bidder and the rejection of the Bid:

a. Submission of more than one Bid for the same work by an individual, firm, partnership or Corporation under the same or different name(s);

b. Evidence of collusion among Bidders;

c. Previous participation in collusive bidding on Work for the City;

d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;

e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as capable of performing the Work; the City may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement where developments arise which, in the opinion of the City, adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by the City to present additional evidence before final action is taken;

f. Lack of responsibility as shown by past Work judged from the standpoint of workmanship and progress; financial irresponsibility, including but not limited to, leaving retainage in City account;

g. Uncompleted Work for which the Bidder is committed by Agreement, which in the judgment of the City, might hinder or prevent the prompt completion of Work under this Agreement if awarded to such Bidder; and

h. Being in arrears on any existing or prior contracts with the City or in litigation with the City thereon or having defaulted on a previous contract with the City.

10. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, addition not called for, conditions, limitations, unauthorized alternate Bids or other irregularities of any kind. The City reserves the right to waive any informalities or irregularities of Bids.

11. FAILURE TO PERFORM

If for any reason the Contractor fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, the City reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price of the company under Agreement.

12. BID SCHEDULE (REQUIRED SUBMITTAL)

Unit prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by the City has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless the City directs a change in the Scope of the Work affecting the item to which such amounts relates. Award will be based on the total fixed unit cost for all items aggregated.

13. BID GUARANTEE (REQUIRED SUBMITTAL)

Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. Bidders offering alternative Bids shall provide a guaranty for the largest total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of the City or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the

Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within three (3) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails within the time stipulated to execute the Agreement and to furnish the other documents required, the City will retain the Bid Guarantee as liquidated damages and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

14. STATEMENT OF BIDDER'S QUALIFICATIONS (REQUIRED SUBMITTAL)

The guidelines for the Statement of Bidder's qualifications have been listed in Exhibit A; Scope of Services; Section 3.2 and Exhibit G; Additional Required Submittals.

The City shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

The City reserves the right to reject any Bidder who does not satisfy the City as to his ability to successfully perform the Work, previous pre-qualification notwithstanding.

The cause for rejection shall include:

a. Non-compliance of the Bidder with the requirements of an equal employment opportunity in contracting program as may be prescribed by ordinance;

b. Non-compliance by the Bidder with the requirements of a minority and female business enterprise participation program as may be prescribed;

c. Inadequate quality, availability and adaptability of the supplies or services to the particular use required; or

d. Unacceptable number and scope of conditions attached to the Bid by the Bidder, if any.

15. AFFIDAVIT (REQUIRED SUBMITTAL)

Affidavits must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in this affidavit may be grounds for rejection of Bid, or termination of Agreement by the City, as appropriate, as well as other appropriate remedies as provided by local, state, and federal statutes.

16. EQUAL BUSINESS OPPORTUNITY PROGRAM (REQUIRED SUBMITTAL)

The Bidder shall complete the Equal Business Opportunity ("**EBO**") Program documents in accordance with the instructions included in Appendix A, Requirements of the Office of Contract Compliance and shall properly execute the documents.

A determination by the City that misstatements have been made by the Bidder in this document shall cause rejection of Bid or termination of Agreement, as appropriate and shall be grounds for other remedies available under City ordinances, and state or federal statutes.

17. AUTHORIZATION TO TRANSACT BUSINESS (REQUIRED SUBMITTAL)

Each Bidder must submit with its Bid documentation that demonstrates it is duly authorized to conduct business in the State of Georgia. If the Contractor is a corporation or corporations combined to form a joint venture, the corporation or members of the joint venture team, prior to Agreement execution, must submit documentary evidence from the Secretary of State that the corporation is in good standing and that the corporation is authorized to transact business in the State of Georgia.

18. BUSINESS NON-DISCRIMINATION POLICY

The City prefers to do business with firms or institutions that include representation of minorities and women at all levels.

19. EQUAL EMPLOYMENT OPPORTUNITY ("EEO") IN PURCHASING AND CONTRACTING

To be eligible for award of this Agreement, the Bidder must certify and fully comply with the requirements, terms, and conditions of the section on EEO.

20. CONTRACT EMPLOYMENT REPORT

Upon award of an Agreement with the City, the successful Bidder must submit a Contract Employment Report ("**CER**") and supplemental information as required to comply with the paragraph, "Monitoring of EEO Policy, Requirements of the Office of Contract Compliance".

21. FIRST SOURCE JOBS POLICY EMPLOYMENT AGREEMENT (REQUIRED SUBMITTAL LOCATED IN APPENDIX A)

The Bidder shall acknowledge and implement the First Source Jobs Policy.

22. BID FORM; BID DATA; CHECKLIST (REQUIRED SUBMITTALS)

The Bidder must complete and execute these sections of the Bidding documents.

23. WAGE RATES OF CITY OF ATLANTA FUNDED CONSTRUCTION PROJECTS

Contractor is Responsible for all Federal and State government wage requirements.

24. PRE-BID INSPECTION

Prior to submission of a Bid, the Bidder shall have made a thorough examination of the Work Site. The Bidder shall become informed as to the nature of the proposed construction, the kind of facilities required to carry out the construction, labor conditions, and all other matters that may affect the cost and time of completion of the Work upon which it bids.

The Bidder shall make itself familiar with all of the Agreement documents and other instructions before submitting its Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing, and the City shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

25. ADDENDA AND INTERPRETATIONS

All questions by prospective Bidders as to the interpretations of the Bidding Documents must be submitted in writing to: Katherine Vernet, Contracting Officer, City of Atlanta, Department of Procurement, 55 Trinity Avenue, S.W. Suite 1900, Atlanta, Georgia 30303, or faxed to (404) 739-7100 or emailed to kvernet@atlantaga.gov, and must be received by **Friday, June 26, 2015 at 1:00 P.M. EDT**. Every interpretation made to a Bidder will be in the form of an addendum to the Bidding Documents, and when issued, will be on file in the Department of Procurement. In addition, all addenda will be mailed to each person holding Bidding Documents, but it shall be the Bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the Agreement and all Bidders shall be bound by such addenda, whether or not received by the Bidders.

The City shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whomsoever made, that is not incorporated into an addendum to the Bidding Documents. No response shall be made to inquiries received later than **1:00 P.M. EST on Friday, June 26, 2015**.

26. PRE-BID CONFERENCE

A Pre-bid Conference will be held on **Wednesday, June 24, 2015, at 11:00 A.M. EDT**, in Suite 1900, Department of Procurement**,** 55 Trinity Avenue, S.W., Atlanta, Georgia 30303. At that time, the general requirements of the project will be discussed. Any additional questions raised by Bidders will be discussed. It is **strongly** encouraged that all Bidders attend the Pre-bid Conference.

General requirements of the project will be discussed at the Pre-bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. **Oral answers to questions during the Pre-bid Conference will not be authoritative**.

It should be emphasized that nothing stated or discussed during the course of this Conference shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

27. TIME FOR RECEIVING BIDS

Sealed Bids for this project will be received by designated staff of the Department of Procurement, Suite 1900, City Hall South, 55 Trinity Avenue, S.W., Atlanta, GA 30303, no later than 2:00 P.M. EDT, (as verified by the Bureau of National Standards) on **Wednesday, July 15, 2015. ABSOLUTELY NO BIDS WILL BE RECEIVED AFTER 2:00 P.M. EDT ON THE RESPECTIVE DATE.** All Bids received by the time and date set forth will be opened publicly and read at **2:01 P.M.** in the Department of Procurement Bid Conference Room, Suite 1900, at the aforementioned address.

Bids received prior to the advertised hour of opening will be kept secured and sealed. The contracting officer whose duty it is to open them will decide when the specified time has arrived, and no Bid received thereafter will be considered, except that when a Bid arrives by mail after the time fixed for opening, but before the reading of all other Bids is completed, and it is shown to the satisfaction of the City that the non-arrival on time was due solely to delay in the mail for which the Bidder was not responsible, such Bid will be received and considered.

28. BID MODIFICATION AND WITHDRAWAL

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by the City no later than the Bid opening time and date. Modifications should not reveal the total Bid amount, but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by the City until the sealed Bid is opened.

Bids may be withdrawn after they have been submitted, but only before the Bid opening date and time. Withdrawn bids may be resubmitted, but only in the manner in which the Bid was originally submitted. Withdrawals must be signed as stipulated above for modification. Bids may not be withdrawn between the Bid opening time and one hundred and eighty (180) calendar days thereafter, except as may be agreed upon by a written agreement between the Bidder and the City.

29. BID EVALUATION

a. Each Bid timely received and in the City's hands at the time set forth for the Bid opening shall constitute an offer to perform the Agreement on the terms and conditions thereof, in strict accordance with the Agreement documents, and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of ***one hundred eighty (180) calendar days*** after the Bid opening and will not be withdrawn or modified during that time. The City may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between the City and the Bidder or Bidders concerned.

b. After the Bids have been opened and before any award is made, the City will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, financial data, Local Preference Program, proposed Subcontractors and equipment manufacturers and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.

c. All extension of the unit prices shown and the subsequent addition of extended amounts may be verified by the City. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

d. Bidder may be required to submit, in writing, the addresses of any proposed Subcontractors or equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Subcontractors or Equipment manufacturers. The City reserves the right to disapprove any proposed Subcontractor or equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.

e. The City reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of the City. Where only a single responsible and responsive Bid is received, the City may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within the City’s discretion and not dependent upon performance of a price or cost analysis.

f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by the City to be non-responsive, provided, however, that the City reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public. Furthermore, any Bid may be rejected if it is determined by the City, in its sole discretion, that the bidder is not capable of performing the Agreement satisfactorily based upon review of its experience and technical and financial capabilities, or the failure of such bidder to provide information requested relating to such determination. Additionally, the City reserves the right to disqualify Bids, before and after the bid opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of any Bidder(s).

g. The City intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. The City reserves the right to award the Agreement to multiple Bidders. In addition, the City reserves the right to reject any and/or all Bids if it determines, in its sole discretion, that the public interest will be best served by doing so.

h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

30. AWARD CRITERIA

Award will be made after evaluating the prices, responsiveness and responsibility of each Bidder.

a. The **responsiveness** of a Bidder is determined by the following:

1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;

2. The completeness of all material, documents and/or information required by the City; and

3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.

b. The **responsibility** of a Bidder is determined by the following:

1. The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;

2. The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;

3. The character, integrity, reputation, judgment, experience and efficiency of the Bidders;

4. The quality of performance of previous contracts or work;

5. The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;

6. The sufficiency of the financial resources and ability of the Bidder to perform Agreement or provide the Work;

7. The compliance of the Bidder with the requirements of Division II, Equal Employment Opportunity (EEO), and Division 12, Minority and Female Business Enterprises, of the City's Department of Procurement;

8. The quality, availability and adaptability of the supplies or contractual Work to the particular use required; and

9. The successful Bidder shall assume full responsibility for the conduct of his agents and/or employees during the time such agents or employees are on the premises for the purpose of performing the Work herein specified.

31. SURETY BONDS

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

a. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to the City and authorized to act as such in the State of Georgia;

b. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and

c. In accordance with Georgia law, and upon award of the Agreement, separate performance and payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement.

The performance bond shall remain in effect for one (1) year after final acceptance of the Work or the guaranty period under the Agreement, whichever is the larger.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control.

Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

32. POWER OF ATTORNEY

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

33. INSURANCE REQUIREMENTS

Bidders must provide a copy of a current certificate of insurance evidencing any existing commercial general liability policies issued for Bidder, if any. For purposes of this section, "Bidder" shall mean an individual, corporation or other corporate entity submitting a bid in connection with this solicitation, including each joint venture partner if Bidder is a joint venture.

The Contractor shall procure and maintain during the life of this Agreement, Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the Agreement Documents.

34. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

a. Wages under this Agreement must not be less than the minimum wage rates specified for Atlanta-funded projects as set forth in these documents;

b. Applicable provisions of the Occupational Safety and Health Act ("**OSHA**") must be observed during Work under this Agreement; and

c. Appendix A – Requirements of the Office of Contract Compliance.

35. AGREEMENT TERMS

This Agreement shall be for a term of Three (3) years with Two (2) additional One (1) year renewal options at the discretion of the City.

36. LIQUIDATED DAMAGES

The performance of the Work under Agreement within the specified time is essential to the City's economic interests. The attention of potential Bidders is directed to the provisions of the Agreement Documents and the Scope, which establish the basis for liquidated damages to be paid to the City in the event that the Work is not completed on schedule**.**

37. EXECUTION OF AGREEMENT

Subsequent to the award and within five (5) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City **five (5) copies** of the City-Contractor Agreement as included in the Agreement Documents and provide performance and payment bonds and insurance certificates. The failure of the successful Bidder to execute the City-Contractor Agreement and to supply the required bonds within five (5) days after the prescribed forms are presented for signature, or within such extended period as the City may grant, based upon reasons determined sufficient by the City, shall constitute a default, and the Bidder shall forfeit the Bid Guarantee and the City may either award the Agreement to the next lowest responsive Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against the City for a refund.

38. PRE-CONSTRUCTION CONFERENCE

A pre-construction conference may be held with the successful Bidder and all known Subcontractors at a time and place set by the City.

39. SUBSTITUTIONS

Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable, provided the material, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

Whenever the design is based on a specific product of a particular manufacturer or manufacturers, the manufacturer(s) will be shown on the Drawings and/or listed in the Specifications. Any item other than those so designated shall be considered a substitution.

If the manufacturer is named in the Drawings and/or detailed specifications as an approved manufacturer, products of that manufacturer meeting all Specification requirements are acceptable.

Approval of any substitution will be made under the following provisions:

a. If the term "OR EQUAL" follows the names of approved manufacturers, then other manufacturers desiring approval may submit the product to the Engineer for approval

during the bidding phase. The manufacturer should include the following items in this pre-submittal:

1. Descriptive literature, including information on materials used, minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;

2. Performance specifications applicable to the manufacturer's standard design, which indicate the level of performance to be expected from the product;

3. A complete set of submittal Drawings of similar equipment that has been completed and placed into operation;

4. A list of existing installations of equipment similar in type and size;

5. Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;

6. Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;

7. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;

8. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and

9. All other information necessary to fully evaluate the product for consideration.

b. This pre-submittal shall reach the Engineer no later than three (3) weeks prior to the Bid date. Manufacturers will be advised of approval or rejection in writing no later than fourteen (14) days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than one (1) week prior to the bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than three (3) days prior to the bid date.

NOTE: Bids based on equipment, which has not received the approval of the Engineer, will render the Bidder as non-responsive and cause rejection of the Bid.

c. If the term "EQUAL TO" precedes the names of approved manufacturers in the Specifications, the Contractor may, after receiving the Notice to Proceed, submit Shop

Drawings on the substitute product for the approval of the Engineer in accordance with General Condition 28**.**

Any Bidder intending to furnish substitute products is cautioned to verify that the item being furnished will perform the same functions and have the same capabilities as the item specified. The Bidder shall include in his bid the cost of accessory items, which may be required by the substitute product and any architectural, structural, mechanical, piping, electrical or other modifications required to accommodate the substitution.

Approval of the Engineer is dependent on his determination that the product offered is essentially equal in function, performance, quality of manufacture, ease of maintenance, reliability, service life and other criteria to that on which the design is based, and will require no major modifications to structures, electrical systems, control systems, or piping systems.

40. ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT

Each Bidder must complete and submit a Contractor's Affidavit attached hereto as Exhibit B; Illegal Immigration Reform and Enforcement Act Forms with its bid. This ITB is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "ACT"). Pursuant to the Act, the Bidder 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. Under state law, the City cannot consider any proposal which does not include a complete Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Illegal Immigration Reform and Enforcement Act. All bidders/proponents intending to do business with the City are responsible for independently apprising themselves and complying with the requirements of that law and 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.

41. MULTIPLE AWARDS

The City reserves, at its sole discretion, the option to award to multiple Bidders. The award(s) will be based on the Scope of Work in its entirety or by components. Multiple awards may be made on the total Scope of Work or to components of the Scope of Work.

+ + + END OF INSTRUCTIONS TO BIDDERS + + +

PART I

SECTION 2-REQUIRED SUBMITTAL FORMS

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)

INSTRUCTIONS TO BIDDERS:

All Bidders must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Bidders must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Bidders must not rely on these instructions for that purpose. They are offered only as a convenience to assist Bidders in complying with the requirements of the City's procurement process and the terms of this ITB.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the Bid prior to Bid 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 Bidder is such that Bidder is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Bidder must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Bidder itself. Where the business structure of a Bidder does not require it to obtain an EIN, each entity comprising Bidder must submit a separate Contractor Affidavit.

   Example 1, ABC, Inc. and XYZ, Inc. form and submit a Bid 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 Bid under the name Happy Day, JV. If, based on the nature of the JV agreement, Happy Day, JV. is not required to obtain an Employer Identification Number from the IRS, the Bid 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 duly notarized.

6. All Contractor Affidavits must be submitted with the Bidder's Response to the ITB.

7. Subcontractor and sub-subcontractor affidavits are not required at the time of Bid submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of 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: **FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals**

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 _____, 20____

_____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

Illegal Immigration Reform and Enforcement Act Forms (Page 3 of 3)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned 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 with (_____ (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 subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-
91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. 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 Subcontractor: _____

Name of Project: **FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals**

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 _____, 20_____

_____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 1 of 7)

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

"Affiliate"	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.
"Contractor"	Any person or entity having a contract with the city.
"Control"	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.
"Respondent"	Any individual or entity that submits a Bid in response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Disclosure Affidavit where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Disclosure Affidavit where indicated. **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 Disclosure Affidavit where indicated, and each of the members or owners of the entity must also complete and sign separate Disclosure Affidavits where indicated.**

Instructions: Provide the following information for the entity or individual completing this Statement (the "Individual/Entity").

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:

2. Telephone and Facsimile Numbers:

3. E-Mail Address:

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

5. 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 Bid.

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.

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

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:

	YES	NO
(a) 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?	☐	☐
(b) 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?	☐	☐
(c) 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.	☐	☐

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 3 of 7)

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:

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

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]*:

	YES	NO
(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, 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:	☐	☐

_____

_____

_____

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 is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an 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 Bids will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all Bids 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 Bid. However, the respondent may be required to submit such required information before further consideration.

Equal Employment Opportunity (EEO) Provision. All bidders 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:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. 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.

h. 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:

(1) 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;

(2) 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;

(3) Cancellation of the public contract;

(4) 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:

a. 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 Bid therefor.

b. 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 Bid therefor.

c. 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 Disclosure Form and Questionnaire 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: _____

Required Submittal (FORM 3)
Required Submittal *"Unless a Bidder Elects to Submit an Alternative Form of Payment"*

Bid Bond (Page 1 of 2)

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 either: [i] _____ Dollars and Cents ($_____); or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8162, Installation, Relocation, Removal, and Repair of Traffic Signals**, 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-8162, Installation, Relocation, Removal, and Repair of Traffic Signals,** a Bid;

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

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Bid 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 judgment 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.

Required Submittal *"Unless a Bidder Elects to Submit an Alternative Form of Payment"*
(FORM 3)

Bid Bond (Page 2 of 2)

Enclosed is a Bid Bond in the approved form, in the amount of either:

[i] _____ Dollars and Cents ($_____), being in the amount of 5% of the CONTRACT Sum; or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals**. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Bidder to execute a CONTRACT within ten (10) 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 of _____20__.

Corporate Bidder:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Bidder:
[Insert Bidder Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

Surety:
Name:_____
By:_____
Name:_____
Title:_____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Offerors **MUST** submit **a completed copy of this form executed by their insurance company**. Failure to submit completed form may result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert insurance company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Insurer**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20____ [*insert date*]:

(a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;

(b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals** (“**Project”**) and its corresponding **Appendix for Insurance Requirements;**

(c) Insurer certifies that if, as of the date written above, (“**Offeror**”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

PLEASE NOTE: If this Form 4.1 is executed by an Attorney-in-Fact, then Insurer must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.1. If Offeror is unable to provide City with insurance that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Insurer represents that all of the information provided by Insurer herein is true and correct as of the date set forth above.

Insurer: [*insert company name on line provided below*]

_____

By:_____

Print Name:_____ _____

Title:_____ Corporate Secretary/Assistant Secretary

(Seal)

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Offerors **MUST** submit **a completed copy of this form executed by their surety.** Failure to submit completed form will result in the Offeror being deemed non-responsive.

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety company full name*], a _____ [*insert type of entity LLC, LLP, corporation, etc.*](“**Surety**”), hereby represent and certify each of the following to the City of Atlanta, a municipal corporation of the State of Georgia (“**City**”) on this _____ day of _____, 20____ [*insert date*]:

(a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;

(b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals** (“Project”) and its corresponding **Appendix for Insurance Requirements;**

(c) Surety certifies that if, as of the date written above, _____(“**Offeror**”) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and

(d) **Surety only**: The Surety states that Offeror's uncommitted bonding capacity (not taking into account this Project) is approximately $ _____ (U.S.). Surety's statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

PLEASE NOTE: If this Form 4.2 is executed by an Attorney-in-Fact, then Surety must attach a copy of a duly executed Power-of-Attorney evidencing such authority in addition to correctly completing this Form 4.2. If Offeror is unable to provide City with bonds that comply with the terms of the corresponding Appendix for Insurance Requirements within ten (10) days of receiving notice of intent to award the Project from the City, the City may, in its sole discretion, retain Offeror's security submitted with its offer and/or disqualify Offeror from further consideration for the award of the Agreement.

By executing this certification, Surety represents that all of the information provided by Surety herein is true and correct as of the date set forth above.

Surety: [*insert company name on line provided below*]

_____

By:_____

Print Name:_____

Title:_____

_____

Corporate Secretary/Assistant Secretary

(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

Bidders should sign below and return this form with their Bid(s) to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of certain Addenda.

This is to acknowledge receipt of the following **Addenda** for **FC-8319, Installation, Relocation, Removal, and Repair of Traffic Signals:**

1. _____;
2. _____;
3. _____; and
4. _____.

Dated the _____day of _____, 20__.

Corporate Bidder: [Insert Corporate Name]	Non-Corporate Bidder: [Insert Bidder Name]
_____	_____
By:_____	By:_____
Print Name:_____	Print Name:_____
Title:_____	Title:_____
_____ Corporate Secretary/Assistant Secretary (Seal)	_____ Notary Public (Seal) My Commission Expires:_____

Required Submittal (FORM 6)

Bidder Contact Directory[1]

NAME	POSITION/TITLE	MAILING ADDRESS	OFFICE PHONE	CELL PHONE	EMAIL ADDRESS AND FAX NUMBER

[1] The purpose of the Bidder Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Bidder. This Bidder 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 Bidder's team:

1. At least two individuals, one primary the other(s) secondary, authorized to represent the firm for purposes of this ITB; and
2. Bidder Service Provider Key Personnel (as appropriate) listed in the Services Agreement included in this ITB at Part 5.

Required Submittal (FORM 7)
Reference List

Each Bidder 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 Bidder'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:

Bidder's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal (FORM 8)
Required Submittal Checklist

The following submittals shall be completed and submitted with each Bid see table below "Required Bid Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* **It is each Bidders sole responsibility to ensure that their Bid to the City is inclusive of all required submittal documents outlined on the below-referenced checklist; as well as within other parts of the solicitation document.**

Submit one (1) Original Bid, signed and dated, and seven (7) complete copies of the Original Bid including all required attachments.

In addition to the hard copy submissions, each Bidder shall submit two (2) digital versions of its Bid Submission in Adobe Portable Document Format ("PDF") on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Bid with no deviations in order or layout of the hard copy Bid. CD Two (2) version should be a redacted version of the hard copy Bid Submission. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

The City assumes no liability for differences in information contained in the Bidder's printed Bid Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Bidder's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

	Required Bid Submittal Check Sheet	**Check (√)**
1	**Part I, Section 2** – All Required Submittal Forms (**if any of the required submittal documents are not submitted or incomplete within your Bid submittal package, your firm may be deemed non-responsive**). Required Submittals include but are not limited to: ☐ Form 1; Illegal Immigration Reform and Enforcement Act Forms ☐ Form 2; Contractor Disclosure Form ☐ Form 3; Bid Bond/Bid Guarantee ☐ Form 4.1; Certification of Insurance Ability ☐ Form 4.2; Certification of Bonding Ability ☐ Form 5; Acknowledgment of Addenda ☐ Form 6; Bidder's Contact Directory ☐ Form 7; Reference List ☐ Form 8; Required Submittal Checklist ☐ Exhibit G - Georgia Utility Contractor's License ☐ Exhibit G- Statement of Bidders Qualifications ☐ Authority to Transact Business in the State of Georgia ☐ Appendix A - Office of Contract Compliance (Forms 1 – 5)	( )
2	**Bidder's Official Company Name:** **Company Physical Address:**	
3	**President/Vice President/Owner Name:**_____ **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	
4	**Primary Point-of-Contact Concerning ITB:**_____ **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	

PART II

<u>EXHIBIT A</u>

DRAFT AGREEMENT

ANNUAL CONSTRUCTION SERVICES AGREEMENT

THIS CONSTRUCTION SERVICES AGREEMENT ("Agreement") is entered into effective this _____ day of _____, 201_, (the "Effective Date") by and between THE CITY OF ATLANTA ("Owner" or the "City"), and _____ ("Contractor").

The City and Contractor agree as follows:

1. DEFINITIONS

The following terms have the meaning assigned:

"Agreement Documents" means this Agreement and its Exhibits, Appendices, Work Orders, Change Orders, Documentation, Drawings, and Specifications, including

Construction Services Agreement
Exhibit A- General Scope of Services
Exhibit A.1- Compensation and Fee Schedule
Exhibit A.2- Work Orders
Exhibit B- Legislation
Exhibit C- Supplement Conditions and Technical Specifications
Exhibit D- Additional Contract Documents
Appendix A- Office of Contract Compliance
Appendix B- Insurance and Bonding Requirements

"Agreement Term" has the meaning set forth in Article 2, unless otherwise expressly amended or changed, pursuant to the City's authorized approval in conformance with the City of Atlanta Code of Ordinances and applicable law.

"Changes" has the meaning set forth in Article 8.

"Change Order" has the meaning set forth in Article 8.

"City Representative" has the meaning set forth in Article 6.

"Claim" means any demand, contention, or assertion seeking additional time or money under the terms of this Agreement. Claims by the Contractor must be made in writing and contain all of the following or such Claims are released: (a) a narrative statement describing the amount and bases of the Claim; (b) the precise number of days claimed as a result of any delay; and (c) a detailed calculation of the precise amount of additional compensation claimed with all required supporting Documentation.

"Documentation" has the meaning set forth in Article 4.

"Drawings" include, without limitation: all renderings, technical and design drawings, specifications, plans, layouts, diagrams, illustrations, descriptions, calculations, schedules, graphs, performance charts, shop drawings; as-built drawings; all graphic or pictorial material needed to show locations, dimensions, elevations, sections, and details; all documents necessary to fix and describe the size, quality and composition of the Project (or parts thereof); supplier operating and maintenance manuals, recommended spare parts lists, documents required to support permitting and licensing, and any other data pertinent to operation of the Project.

"Emergency Work" has the meaning set forth in Article 2.

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"Final Completion" means that point in time where the City has confirmed to the Contractor in writing that the Services required by a Work Order have achieved Substantial Completion, Contractor has completed all punch-list items associated with a Work Order, and Contractor has provided all Documentation required by the Agreement Documents and Work Orders for Final Completion.

"Final Payment" means the final amount of compensation due under a Work Order or this Agreement (as applicable) and shall not become due until Contractor satisfies all of the requirements of Article 9.

"Minimum Quantity" means one dollar ($1.00) in United States Currency, which is the minimum amount of Services that shall be ordered by the City pursuant to this Agreement.

"Project" means or refers to the Project(s) specifically identified in Work Orders issued pursuant to this Agreement.

"Services" means the specific tasks and activities to be performed by Contractor as identified in a Work Order issued pursuant to this Agreement, as well as all ancillary and incidental tasks and activities not expressly identified in a Work Order but which are reasonably necessary to be performed in order to complete the tasks and activities expressly identified in a Work Order.

"Standard" has the meaning set forth in Article 6.

"Substantial Completion" as applicable to a Work Order, means that point in time in which the Services that are the subject of a Work Order are capable of being used for their intended purpose and comply with all of the requirements of Article 9, the Specifications, and the other Agreement Documents.

"Total Sum" means the total maximum amount of compensation for which all Work Orders may potentially be issued pursuant to this Agreement. Contractor's entitlement to payment under this Agreement shall not exceed the Total Sum.

"Work" means all the Services specified, indicated, shown, or contemplated by the Agreement Documents and applicable Work Orders, as well as the furnishing by Contractor of all materials, equipment, labor, methods, processes, construction, manufacturing, tools, plants, design, supplies, power, water, transportation and any other things necessary or incidental to complete such Services in accordance with the Agreement Documents and applicable Work Orders that will ensure a functional and complete Project(s).

"Work Order" means an order executed by the City, substantially in the form and substance provided in Exhibit A to this Agreement that specifies the Services to be provided by Contractor to the City, the agreed amount of payment for such Services, and the time limitations for completing the Services.

"Work Order Commencement Date" means the date identified in a notice to proceed and/or a Work Order issued by the City, which instructs the Contractor to start the performance of Services required by a Work Order. The times for Substantial Completion and Final Completion will be measured from the Work Order Commencement Date.

"Work Product" has the meaning set forth in Article 6.

2. SERVICES.

2.1 In General. The City desires to obtain from Contractor the Services described generally on Exhibit A attached and as further described on Work Orders (individually, a "Work Order" and, collectively, the "Work Orders") that may be executed from time to time between the Parties, pursuant to this Agreement.

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The Services to be provided by Contractor are those ordered by the City that are reflected in a Work Order executed by the City. The City agrees that it shall order the Minimum Quantity of Work from the Contractor pursuant to this Agreement. Contractor agrees to provide to City the Services per the Agreement Documents and each Work Order issued by the City. Each Work Order will include at least the following:

a reference to this Agreement;
the Work Order Commencement Date;
the required dates of Substantial and/or Final Completion of the Services, as applicable;
the Services to be provided by the Contractor;
required deliverables and submittals;
the amounts payable and payment schedule for the Services; and
any additional provisions applicable to the Services.

Except as provided for Emergency Work, no Work Order will become effective until it has been executed by an authorized representative of the City. A Work Order issued pursuant to this Agreement will be substantially in the form of Exhibit A.2 hereto. All approved Work Orders shall be incorporated by reference into this Agreement.

2.1.1 Emergency Work. In some cases, the City may require emergency Services to be performed by the Contractor, which pose an imminent threat to the public health, safety, general welfare or the City's water or wastewater system ("Emergency Work"). In such cases, the City's Authorized Representative shall notify the Contractor by email or other written communication the type and scope of work needed under the circumstances. Once notified, Contractor shall immediately mobilize and begin Services, as is necessary to remediate the emergency conditions. Payment for such Services shall be in accordance with Option 1, pursuant to Section 4.1.1.

2.1.2 Authorization. If applicable, this Agreement is authorized by legislation adopted by the City, which is attached as Exhibit B.

2.2. The Total Sum of payments by City under this Agreement shall not exceed $_____ during the first year in which this Agreement is effective. For each subsequent year that this Agreement is effective, City shall provide written notice to Contractor of the amount of funding allocated to this Agreement for such calendar year (each annual maximum amount, including the funding for the first year, shall be the "Annual Maximum Payment Amount"). In addition, each Work Order shall specify a maximum payment amount (the "Work Order Maximum Payment Amount") applicable to the Services to be performed under such Work Order.

2.3 Work Orders under this Agreement may be issued by City without further legislative approval under Code section 2-1111, if the legislation authorizing this Agreement provides for such issuance. In such circumstances, the Work Order may be executed by the City's Chief Procurement Officer, head of the affected using agency or other appropriate designee on behalf of City. City, at its sole discretion, may unilaterally issue Work Orders for Services for which charges are established in this Agreement. Contractor shall promptly proceed with the Services set forth in any such Work Order. If City solicits a proposal from Contractor for a Work Order, Contractor shall submit its proposal with a Work Order containing all the necessary terms and executed by Contractor. Work Orders may be issued or executed during the term of this Agreement that contain a service performance period that extends beyond the term; provided, however, that no Work Order may be issued or executed under this Agreement subsequent to the expiration or termination of the term.

2.4 City makes no representations or warranties about the quantity of services that will be requested or charges that will be paid under this Agreement. Any quantity of Services or amount of charges set forth in this Agreement are estimates only.

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2.5 Initial Term. The initial term of this Agreement will be 3 years. This Agreement shall commence on the Effective Date and end on [_____]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the "Term".

2.6 Renewal Terms. City shall have the right in its sole discretion to renew this Agreement for [2] additional one-year terms. If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City's Council and Mayor prior to the expiration of the prior term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior term.

If such legislation is enacted, City will notify service provider of such renewal, at which time service provider shall be bound to provide Services during such renewal term, without the need for the parties to execute any further documents evidencing such renewal, it being acknowledged by service provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal term.

3. COMPENSATION

3.1 Compensation for Services will be based upon agreed unit prices as set forth in the fee schedule attached as Exhibit A.1. No payment to Contractor shall exceed Annual Maximum Payment Amount; Work Order Maximum Payment Amount; the Total Sum; or the hourly rates, materials, reimbursable expenses and other payment terms identified in Exhibit A.1. All costs of items associated with the Work and incidentals necessary for the proper and timely completion of the Work shall be considered as included in the unit prices attached as Exhibit A.1. Payment for all Work in accordance with the unit prices identified in Exhibit A.1 shall be full compensation for all labor, materials, equipment, methods, processes, construction manufacturing, tools, plants, designs, supplies, power, water transportation and any other things necessary or incidental to furnish, install, construct, and test the Work covered under the applicable unit price. The unit prices set forth in Exhibit A.1 are inclusive of all taxes, levies, duties and assessments of every nature in connection with the Services ("Taxes"). Services for which there is no price schedule set forth in Exhibit A.1 shall be considered incidental to the Work and no compensation shall be allowed.

3.2 Contractor acknowledges and agrees that if the quantities originally contemplated under the Agreement Documents are materially changed so that application of such unit prices to quantities of the Work performed will cause substantial inequity to the City, the applicable unit prices shall be equitably adjusted pursuant to Article 8. For purposes of this Article 3.2, a change in quantities may be considered material if such change is greater than or equal to forty percent (40%) more than the quantities set forth in the Agreement Documents.

3.3 No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation who is in arrears to the City for taxes, or any other debt or claim, and the City shall be entitled to counterclaim and/or offset any such debt, claim, demand or account in the amount of taxes so in arrears or other debts or claims of the City, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due or after any such debt or claim is asserted by the City, shall affect the right of the City to so offset the said taxes, debts, or other obligations against the same. Contractor agrees that the City shall be allowed to setoff and recoup any claim or demand that it may have against Contractor (or any of its constituent members if Contractor is a joint venture) whether such claim or demand is liquidated or unliquidated. Contractor further agrees that in the event it assigns or sells any amounts due or to become due under this Agreement, notice to the City of such assignment or sale shall not affect the City's rights of setoff or recoupment against Contractor for claims subsequently arising from this Agreement or any other contract with the City. Any assignee or purchaser of any amounts due Contractor under this Agreement shall be bound to these provisions and shall assume the risk of subsequently arising claims of setoff or recoupment.

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4. TERMS OF PAYMENT

4.1 Payment to the Contractor will be made according to one of the following methods identified in this Article 4. Work Orders issued pursuant to this Agreement will identify the method of payment selected by the City. Selection of the applicable payment options identified in Articles 4.1.1 and 4.1.2 is in the City's sole discretion. In the event that a Work Order does not expressly state the procedure for payment selected by the City, then Contractor will be entitled to payment in accordance with Article 4.1.1. Contractor shall prepare and submit to City invoices for payment for all Services in accordance with the Work Order, which shall include such detail and format as the City may reasonably require.

Payment Methods

4.1.1 Option 1, Payment Upon Final Completion: Subject to the City's right to offset payment and its rights to withhold payment set forth in Article 4.4, Contractor shall be entitled to full payment for a Work Order sixty (60) days after achieving Final Completion of the Services required by a Work Order based upon a lump sum, based upon time and materials and calculated from the labor and materials categories set forth in Exhibit A. Contractor agrees to execute such payment application forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make any payment to Contractor.

4.1.2 Option 2, Progress Payments: If the City elects to pay Contractor in accord with this Article 4.1.2, then upon issuance of a Work Order, Contractor shall submit to the City monthly invoices for Services performed. Each invoice shall be accompanied by a payment application identifying the applicable Work Order, such time sheets, daily reports, receipted invoices, invoices with check vouchers attached, Contractor's interim and final releases of lien and bond rights (as applicable), Contractor's sub-tier contractor interim and final releases of lien and bond rights (as applicable), Contractor's verification of quantities delivered pursuant to Work Order(s), all Drawings required by a Work Order, all documents, work product, and information required by the Specifications, and such other records as the City may reasonably request for the purpose of verifying the accuracy of the invoice (collectively "Documentation"). Subject to the City's right to offset payment and its rights to withhold payment set forth in Article 4.4, payment to Contractor will be made less applicable retention within thirty (30) days of receipt of all supporting Documentation required by the Agreement Documents. Contractor agrees to execute such payment application forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make any payment.

4.2 This Article 4 completely supersedes the Georgia Prompt Pay Act as it relates to Owner payments and any modifications or successors to the Georgia Prompt Pay Act to the fullest extent allowed by law. Contractor acknowledges and agrees that payment shall be in accordance with the provisions of this Agreement and expressly waives its right to assert entitlement under O.C.G.A. § 13-1-11, *et. seq.* to the full extent permitted by law. Should the City fail to issue payment for undisputed amounts within ninety (90) days of approval, annual interest on the payment amount may accrue at the Prime Rate, plus one percent (1%). The Prime Rate shall be based on that published in the *Wall Street Journal* on the first business day of January or June, whichever has most recently passed, of the current year.

4.3 The City may decline to approve payment and may withhold any payment, in whole or in part because of: (a) defective work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of the contractor to promptly make payments to sub-tier contractors; (d) reasonable evidence that the Work cannot be completed for the Total Sum; (e) reasonable evidence that the Services will not be completed within the time required by a Work Order; (f) failure to carry out the Services in accordance with the requirements of the Agreement documents; (g) failure to comply with the insurance and bonding requirements of the Agreement Documents; (h) Contractor's insolvency or reasonable evidence that contractor fails to pay its debts as they come due; (i) liquidated damages due in accordance with article 9; or (j) a material failure of the contractor to comply with

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any of the requirements of the agreement documents. No full or partial payment of any invoice or any use of Services constitutes acceptance of any Services.

4.4 Any Disputes concerning payment shall be resolved in accordance with Article16.

5. CONTRACTOR'S ACCOUNTING RECORDS AND THE CITY'S RIGHT OF AUDIT

Contractor shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement. The City shall be afforded reasonable access to Contractor's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, memoranda, records of delivered quantities, daily reports, job cost reports, and such other data relating to this Agreement during normal business hours at the location where such documents are stored by Contractor. The Contractor shall preserve all such related documentation for a period of two (2) years after the expiration of the Agreement Term. The City shall have the right to audit the books and records related to this Agreement at any time. Contractor shall provide access to its books and records associated with this Agreement within 72 hours of the City's provision of written notice to Contractor.

6. OBLIGATIONS OF THE CONTRACTOR

6.1 Contractor will perform all Services in a timely and professional manner, consistent with the Standard. Contractor shall not be deemed to be an agent of the City for any purpose but shall in all events be an independent contractor exercising control over its Services and the manner in which they are performed

6.2 Contractor will not perform any Services until the City directs Contractor in writing to proceed. Unless otherwise specified in a Work Order, the execution of a Work Order by the City shall constitute notice and authorization to Contractor to proceed in strict accordance with the Agreement Documents.

6.3 Contractor will perform Services under this Agreement with the highest degree of skill and diligence normally practiced by contractors performing the same or similar services as are being performed by Contractor under this Agreement and under any Work Order in accordance with all applicable federal, state, local laws, ordinances, rules, regulations, and lawful orders ("Standard"). Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures and shall coordinate all portions of the Work under the Agreement Documents.

6.4 Contractor shall enforce strict discipline, professionalism, and good order among Contractor's employees and sub-tier contractors. The City may, after provision of written notice to Contractor, require Contractor to remove from the Work any employee the City deems incompetent, unprofessional, or otherwise objectionable, including any employee of Contractor's sub-tier contractors.

6.5 Unless otherwise provided in the Agreement Documents, Contractor shall secure and will provide all permits, licenses, and other applicable legal documents required for Contractor's performance of the Work required by the Agreement Documents. In no event will Contractor's failure to timely secure permits, licenses, and/or other applicable legal documents serve as a basis for a Claim under this Agreement.

6.6 <u>Key Personnel and Key Subcontractors</u>. The following persons are identified by the Contractor as its key personnel that will provide the Work and Services required by the Agreement Documents:

6.6.1 Key Personnel:

(a)_____;

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(b)_____; and

(c)_____.

6.6.2 Key Subcontractors:

(a)_____;

(b)_____; and

(c)_____.

6.6.3 Contractor shall not transfer, reassign or replace Key Personnel and/or Key Subcontractors identified in Articles 6.6.1 and 6.6.2, except as the result of retirement, voluntary resignation, involuntary termination for cause in Contractor's sole discretion, illness, disability, or death, during the term of this Agreement without the prior written approval from the City.

6.7 Suspension of the Work. The City may, by written notice to Contractor, suspend at any time the performance of any or all of the Work to be performed under this Agreement. Contractor shall be entitled to request an extension of time pursuant to Article 8 in the event the City issues a suspension notice per this Article 6.7. Unless the suspension notice directs otherwise, upon receipt of a suspension notice Contractor must:

6.7.1 immediately discontinue suspended Work on the date and to the extent specified in the notice;

6.7.2 place no further orders or subcontracts for materials, services or facilities with respect to suspended Work, other than to the extent required in the notice; and

6.7.3 take any other reasonable steps to minimize costs associated with the suspension.

6.8 The City shall designate to the Contractor in writing a representative(s) (the "City Representative") who shall serve as primary interface and the single-point of communication for the provision of Services; have day-to-day interaction with Contractor to address issues relating to this Agreement; and to the extent provided under applicable laws and the City's Code of Ordinances, have the authority to execute any additional documents or Change Orders on behalf of City. Any Work, document, or item to be submitted or prepared by Contractor hereunder shall be subject to the review of the City Representative. The City Representative may disapprove, if in the City Representative's sole opinion the Service, Documentation, Drawing or item is not in accordance with the requirements of the Agreement Documents or sound professional principles, or is impractical, uneconomical or unsuited for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Contractor shall revise and/or correct the Work so that it meets the approval of the City Representative at no additional cost to the City. The "City Representative" may also be referred to as the "City Engineer."

6.9 Contractor shall diligently perform the Services required by a Work Order within the time required by the Work Order notwithstanding any disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as City may otherwise direct pursuant to this Agreement. Contractor's failure or refusal to work through disputes in accordance with this Article 6.9 shall be deemed a material default under this Agreement, which will entitle the City to immediately rely upon Contractor's sureties to cure said default.

6.10 Except as otherwise expressly provided in this Agreement, all Drawings, Documentation, reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Contractor or any of its sub-tier

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contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Contractor's or its sub-tier contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a third party) shall be deemed to be "works made for hire" and made in the course of Services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other applicable law, such Work Product shall belong exclusively to City. Contractor and its sub-tier contractors grant the City a non-exclusive, irrevocable, global, perpetual, transferable, fully paid up, royalty free license to all Work Product not exclusively developed for City under this Agreement.

6.10.1 If any of the Work Product is determined not to be a work made for hire, Contractor hereby assigns to the City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights, and related rights, and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to City, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, global, fully paid and royalty-free license, with rights to sublicense through multiple levels of sub-licensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

6.10.2 The City shall have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

6.10.3 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor may not originally vest in City by operation of applicable law, Contractor shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to the City all rights, title and interest in the Work Product.

6.10.4 Without any additional cost to the City, Contractor and its personnel shall promptly give City all reasonable assistance and execute all documents the City may reasonably request to enable the City to perfect, preserve, enforce, register and record its rights in all Work Product. Contractor irrevocably designates City as Contractor's agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Article 6.10 and to take all actions necessary, in Contractor's name, with the same force and effect as if performed by Contractor.

6.11 Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to: (a) all employees on the Work and all other persons who may be affected thereby; (b) all the Work and materials to be incorporated therein, whether in storage or not, under the care, custody, or control of Contractor or any of Contractor's sub-tier contractors; (c) other property at the site where the Work is being performed or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and (d) the Work of the City or other separate contractors.

6.11.1 Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss.

6.11.2 Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent utilities.

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6.11.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

6.11.4 Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by Contractor, any subcontractor, any sub-tier contractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, except damage or loss attributable solely to the acts or omissions of the City and not attributable to the fault or negligence of Contractor. The foregoing obligations of Contractor are in addition to Contractor's obligations under Article 7 and Exhibit A or other provisions of the Agreement Documents.

6.11.5 Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety.

6.11.6 In any emergency affecting the safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss.

6.11.7 Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding blasting, including the contents and requirements of Official Code of Georgia Annotated § 25-9-1 through § 25-9-12, Blasting or Excavating Near Underground Gas Pipes and Facilities, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor agrees and acknowledges that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of law but shall also be a breach of Agreement.

6.11.8 Contractor acknowledges that it is fully aware of appropriate and safe procedures regarding high voltage lines, including the contents and requirements of Official Code of Georgia Annotated § 46-3-30 through § 46-3-39, Safeguards Against Contact with High Voltage Lines, any amendments thereto and rules and regulations issued pursuant thereto, and Contractor shall fully comply therewith. Contractor agrees that any failure on its part to adhere to appropriate procedures and said laws, rules and regulations shall not only be a violation of the law but shall also be a breach of Agreement.

6.11.9 Contractor acknowledges and agrees that it is the entity responsible under the law and that it is the entity employing or directing others to perform labor within the meaning of Official Code of Georgia Annotated § 34-1-1, Labor and Industrial Relations. It acknowledges and agrees likewise that it will comply with said law.

6.11.10 Contractor shall protect all Work, including but not limited to, excavations and trenches, from rain water, surface water, and backup of drains and sewers. Contractor shall furnish all labor, pumps, shoring, enclosures, and equipment necessary to protect and keep the Work free of water.

6.11.11 The provisions, terms and conditions of this Article 6 are in no way intended to limit the general requirements or the applicability of laws relating to Work conditions, safety or accident prevention and no specific provision or combination of specific provisions in any provision of Article 6 or in any other parts of the Agreement Documents shall be deemed to limit the obligations or responsibility of Contractor contained in general provisions with respect thereto or in laws, statutes, acts, rules or regulations which are applicable to Contractor but which are not specifically referred to in any part of the Agreement Documents.

7. INSURANCE AND BONDING

The Contractor shall procure and maintain, at its own cost, during the term of this Agreement the Insurance and Bonds Required by Appendix B.

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8. CHANGES AND CLAIMS

8.1 Owner shall have the right at any time during the progress of the Work to increase or decrease the Services required by a Work Order or the time required for delivery of the Services (a "Change") pursuant to this Agreement. Any modification to a Work Order or this Agreement shall be set forth in a Change Form executed by the City and the Contractor, which documents the parties' mutual agreement as to the effect of the Change, the modification of the scope of the Work Order, and/or the amount of time required by a Work Order. It is expressly agreed that, except in an emergency endangering life or property, no additions or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to Contractor for any extra labor, materials, or equipment furnished without such written order. No officer, employee, or agent of Owner is authorized to direct any extra or changed work by verbal order nor is Contractor authorized to proceed with any Work upon verbal order that results in a modification to the time or price of a Work Order.

8.2 The unit prices set forth in Exhibit A.1 shall not be subject to modification pursuant to this Article. Except as provided by applicable law, in no event will a Change Order exceed the Total Sum authorized by the City pursuant to this Agreement.

8.3 Subject to the limitations set forth in Article 17, Contractor shall provide written notice to the City of any Claim within seven (7) calendar days of the occurrence of the event giving rise to the Claim, as well as (a) a narrative statement describing the amount and bases of the Claim; (b) the precise number of days claimed as a result of any delay or impact to the Work; and (c) a detailed calculation of the precise amount of additional compensation claimed with all required supporting Documentation. The failure of the Contractor to file any Claim within the time limits prescribed herein or in the form or manner as required hereby shall be deemed a material prejudice to the interests of the City and shall constitute a waiver and release of the Claim and the right to file or thereafter prosecute the same.

9. TIME

9.1 The Parties acknowledge that TIME IS OF THE ESSENCE for performance of the obligations required by this Agreement.

9.2 Contractor shall commence Work and proceed diligently with the Services, in accordance with the time specified by a Work Order. Contractor shall achieve Substantial Completion and Final Completion of the Services required by a Work Order within the times set forth in a Work Order.

9.2.1 When Contractor believes that the Services that are the subject of a Work Order are substantially complete, Contractor shall prepare a list of items and deliverables to be completed or corrected. The City may review the list of items and deliverables to be completed or corrected prepared by the Contractor and review the Services within a reasonable time after receipt of written notice from the Contractor and modify this list to include additional items. After Contractor has completed or corrected items necessary for achieving Substantial Completion it shall notify the City in writing. Thereafter, the City will review the Services and notify the Contractor in writing whether the Services have achieved Substantial Completion, as applicable.

9.2.2 If applicable, upon achieving Substantial Completion of the Services, as required by a Work Order, the Contractor will identify all punch-list items necessary for achieving Final Completion of the Work and provide this information to the City. After completion of all punch-list items and delivery of all Documentation necessary for Final Completion of a Work Order, the Contractor shall forward written notice to the City that the Services are ready for final review and acceptance and shall also forward a final application for payment. When the City finds that the Services are acceptable and fully completed in accordance with the Agreement Documents, the City will issue a certificate for Final Payment that will approve the Final Payment due the Contractor under an applicable Work Order.

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9.2.3 Neither Final Payment nor retention shall become due until the Contractor submits to the City the following: (a) an affidavit that all payrolls and other indebtedness connected with the Work have been paid or otherwise satisfied; (b) consent of Contractor's surety to Final Payment; and (c) any Drawings and Documentation required by a Work Order.

9.2.4 The acceptance of Final Payment by Contractor shall constitute a complete waiver and release of all claims against the City by Contractor.

9.3 In the event Contractor fails to achieve either Substantial Completion or Final Completion within the time required by a Work Order, then Contractor or its sureties shall pay to the City the following amounts upon demand:

Schedule of Deductions for Each Day of Overrun in Contract Time			
Original Contract Amount		Daily Charges	
From More Than	To and Including	Available Day	Calendar Day or Completion Date
$0	$50,000	$105	$ 75
$50,000	$100,000	$150	$110
$100,000	$500,000	$210	$150
$500,000	$1,000,000	$350	$225
$1,000,000	$2,000,000	$420	$300
$2,000,000	$5,000,000	$630	$450
$5,000,000	$10,000,000	$840	$600
$10,000,000	$20,000,000	$1,050	$800
$20,000,000	$40,000,000	$1,900	$1,000
$40,000,000	—	$4,000	$2,100

9.3.3 The amounts set forth in Articles 9.3.1 and 9.3.2 shall be referred to herein as "Liquidated Damages." The amount of such charges is hereby agreed upon as a reasonable estimate of the probable loss of the City in the event Contractor fails to achieve the Substantial Completion and/or the Final Completion requirements of Work Orders. The Liquidated Damages are fixed per this Article 9 because of the difficulty of ascertaining the exact amount of losses the City will actually incur as a result of Contractor's delayed completion of a Work Order.

9.4 No payment(s) made, payment application(s) approved, partial use of the Services, or complete use of the Work by the City shall be deemed an acceptance of Services that do not conform to the requirements of the Agreement Documents.

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10. FAILURE TO PERFORM AND TERMINATION FOR DEFAULT.

10.1 If Contractor (a) fails or refuses to proceed with or to perform its Work in accordance with the Agreement Documents, (b) fails or refuses to perform properly or abide by any terms, covenants, conditions or provisions contained in this Agreement or (c) fails or refuses to obey laws, ordinances, regulations or other codes of conduct, Owner shall have the right to terminate Contractor's right to proceed under this Agreement. If Owner determines that Contractor has not remedied and cured the default or defaults in its performance within seven (7) calendar days following receipt by Contractor of written notice of said default or defaults or such shorter period as the circumstances may justify, in which case such shorter period shall be identified in Owner's written notice, then Owner may, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right it may be entitled to hereunder or by law, terminate Contractor's right to proceed under a Work Order or this Agreement and take possession of the Work and all materials, tools, equipment and appliances of Contractor, take assignment of all of Contractor's subcontracts and purchase orders, and complete Contractor's Work by whatever means, methods or agency which Owner may, in its sole discretion, choose. In the event that Contractor's right to proceed has been terminated, Contractor agrees that it shall not be entitled to receive any further payment until after the Work has been completed. Moreover, all monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other direct and indirect expenses (including attorneys' fees, arbitrator's fees, filing fees, expert fees, and all other costs and expenses associated with the default) incurred by Owner incident to such completion, shall be deducted from any amounts otherwise due or to become due the Contractor, and if such expenditures, together with said costs, losses, damages and extra expenses, exceed the unpaid balance of the Work Order Maximum Payment Amount, Contractor and its surety agree to pay promptly to Owner, on demand, the full amount of such excess, including costs of collection, attorneys' fees and interest thereon at the maximum legal rate of interest until paid.

10.2 Owner's determination of Contractor's default or defaults and Owner's decision as to Contractor's failure to remedy and cure said default or defaults upon notification of their existence, made by Owner under the belief that a default or defaults existed under the terms hereof and that Contractor failed to remedy and cure said default or defaults, shall be conclusive (a) as to Owner's right to proceed as herein provided, and (b) as to Contractor's surety's obligation to perform the obligations assumed under Contractor's performance and/or payment bond. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by Owner under the belief that such payments or assumptions were necessary or required (a) in completion of the Work and in providing labor, materials, equipment, supplies and other items therefor or re-letting the Agreement and (b) in settlement, discharge or compromise of any claims, demands, suits and judgments pertaining to or arising out of the Work hereunder. A sworn itemized statement thereof or the checks or other evidence of payment shall be *prima facie* evidence of the fact and extent of Contractor's liability.

10.3 In the event Contractor is in default, Owner shall have the right to supplement Contractor's forces without terminating this Agreement for default and deduct the cost of the same from any amounts otherwise due Contractor.

10.4 In the event any termination for default is found to be wrongful or improper, Contractor agrees that its sole and exclusive remedy is to have the termination treated as a termination for convenience in accordance with Article 11, Termination for Convenience.

10.5 In addition to the bases for termination of this Agreement under Articles 10.1 and 10.2, the City may, at its option, terminate this Agreement for cause immediately by providing written notice to Contractor if Contractor engages in behavior that is dishonest, fraudulent, or constitutes a conflict of interest with Contractor's obligations under this Agreement or is in violation of any of the City's Ethics Ordinances. Contractor shall immediately notify the City in writing, specifically disclosing any and all potential or actual conflicts of interest, which arise or may arise during the Term of this Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

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11. Termination For Convenience; Termination For Lack Of Appropriations.

11.1 Termination For Convenience. The City shall have the right to terminate this agreement or a Work Order without cause upon seven (7) calendar days' written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against Owner shall be limited to Services performed through the date of termination, calculated on a percent complete basis, together with any retainage withheld, if applicable, plus reasonable close-out and termination costs approved by the Owner, less the amount of prior payments to the Contractor, and Contractor shall not be entitled to any other and further recovery against Owner, including, but not limited to, anticipated profit on work not performed. In no event shall Contractor be entitled to a "cost-plus" recovery from Owner.

11.2 TERMINATION For Lack Of Appropriations. If, during any year of this Agreement, legislation establishing a Total Sum for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Agreement term for which a total sum has been legislatively authorized; provided, however, that Work Orders funded out of a previously legislatively authorized total sum amount may continue beyond such termination date. Furthermore, at any time during the term of this Agreement, City shall be entitled to terminate the Agreement for lack of appropriations or sufficient funding under the agreement upon providing thirty (30) days written notice to Contractor that the sufficient funding is not present to perform the Services under this Agreement. If the City terminates the Agreement pursuant to this provision, Contractor's recovery against Owner shall be in accordance with Section 11.1, above.

12. FORCE MAJEURE

Any delay in performance caused by terrorist attacks, insurrections, storms, fires, hurricanes, tornadoes, earth quakes, or other acts of God ("Force Majeure Event") shall excuse the performance of both parties for the duration the Force Majeure Event is in effect. If the Contractor is delayed at any time in the progress of the Work by a Force Majeure Event, then Contractor will be entitled to seek a Change Order in accordance with the requirements of Article 8.= Any extension of Contract Time on account of a Force Majeure Event shall be net of any delays caused by or due to the fault or negligence of Contractor. The Contractor shall cooperate in good faith with the City to minimize the impact of any such occurrence. No extension of time shall be granted unless the Force Majeure Event causes a delay to a Substantial Completion Date, and such delay is proven by an independent critical path analysis of the effected work activities. Contractor shall not be entitled to any compensation for a Force Majeure Event delay. Contractor's sole remedy for Force Majeure Event delay shall be a time extension.

13. WARRANTY

Contractor warrants to the City that all materials and equipment furnished under this Agreement will be new and of workmanlike quality unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by City, Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provision of the Agreement Documents. The Warranties set forth in this Article and elsewhere in the Agreement Documents shall survive Final Completion of any Work done and the Agreement Term. All warranties are in addition to the rights, remedies, and redress that the City has at law or in equity, and none of Contractor's warranties shall be deemed a sole or exclusive remedy to the City.

13.2 If within one (1) year from the expiration of the Agreement Term or Final Completion of a Work Order (whichever timeframe is longer), or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Agreement Documents ("Warranty Period"), any of the Work is found

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to be defective or not in accordance with the Agreement Documents, Contractor shall correct it promptly after receipt of a written notice from the City to do so. This obligation shall survive both Final Payment for the Work or designated portion thereof and termination of the Agreement. Contractor acknowledges that the Warranty Period provides a period during which Contractor has a duty to repair and does not in any way limit Contractor's liability for Work that is not in accordance with the Agreement Documents, including any that may be discovered more than one (1) year after the date of Final Completion of a Work Order or expiration of the Agreement Term.

13.3 Without limiting the responsibility or liability of Contractor under the Agreement, all warranties given by manufacturers on materials or equipment incorporated in the Work are hereby assigned by Contractor to the City at no additional cost to the City. If requested, Contractor shall execute enforceable formal assignments of said manufacturer's warranties to the City at no additional cost to the City. Contractor shall not obtain any materials or equipment under warranties, which do not run directly to the benefit of the City, and all such warranties shall be directly enforceable by the City.

13.4 The foregoing warranties, and those contained elsewhere in the Agreement Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

14. CORRECTION OF THE WORK

The Contractor shall promptly correct Work rejected by the City or Work failing to conform to the requirements of the Agreement Documents, whether discovered before or after Substantial Completion of a Work Order and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Owner's, Owner's consultants, or a design professionals' services and expenses made necessary thereby, shall be at the Contractor's expense. If the Contractor fails to correct defective or non-conforming Work within seventy-two (72) hours from receipt of the City's written notice, then the City shall have the right to correct the defective or non-conforming work at Contractor's expense.

15. INDEMNIFICATION

15.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner and from and against any and all claims, damages, losses, demands, judgments and costs of suit or defense, including attorneys' fees, and reimburse Owner for any expense, damage or liability incurred by Owner whether for personal injury, property damage, direct or consequential damage, or economic loss arising or alleged to have arisen from the acts or omissions of Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to any party or person. This indemnity obligation shall include, but not be limited to, claims made or lawsuits filed by employees of Contractor or employees of anyone for whose acts Contractor may be liable, and claims made or lawsuits filed by employees of Owner. The foregoing indemnification does not apply to claims arising out of the sole negligence of Owner. Contractor further agrees to reimburse Owner for all costs and expenses, including attorneys' fees, expert witness fees, and/or consultant fees incurred to enforce these indemnity obligations.

15.2 Contractor will save and keep all Projects related to this Agreement free from all mechanics' liens and all other liens by reason of its Work or of any materials or other things used by it therein. If Contractor fails to remove any lien by bonding it, or otherwise, Owner, among other remedies, may retain sufficient funds out of any money due or thereafter to become due by Owner to Contractor to pay the same and all costs incurred by reason thereof, and may pay said lien or liens and Owner's costs associated with the lien or liens including reasonable attorneys' fees out of any funds at any time in the hands of Owner owing to Contractor. Contractor agrees that it shall be obliged to

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bond off any claim of lien of any of its subcontractors or suppliers notwithstanding any claim or argument as to non-payment or an alleged prior breach by Owner as an alleged result of non-payment. Contractor's obligation to bond off all liens of its subcontractors and suppliers is absolute and unconditional, and Contractor's failure to bond off any lien shall be deemed a material breach and default of this Agreement. Contractor's performance and/or payment bond sureties shall be obliged to bond all liens filed by subcontractors and suppliers of Contractor in the event that Contractor fails for any reason whatsoever to bond any such lien filed after ten (10) days written notice from Owner to Contractor demanding the bonding of such lien(s). Contractor understands and agrees that it shall ensure that its own subcontractors and suppliers have the same obligations as Contractor under this Article.

15.3 Contractor shall indemnify and hold City, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the Work, Services, materials or methodologies used by Contractor (or any Contractor agent, subcontractor, sub-tier contractor or representative), or the City's use thereof (or access or other rights thereto) in connection with the Work, infringes or misappropriates the intellectual property rights of a third party. If any Work, Services, materials, or methodologies provided by Contractor hereunder is held to constitute, or in the City's reasonable judgment is likely to constitute, an infringement or misappropriation, the City may direct that Contractor: (i) procure the right for the City to continue using such Work, Services, or methodologies; (ii) replace such Work, Services, materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Work; (iii) modify such Work, Services, materials or methodologies, or have such Work, Services, materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the Work, Services, materials or methodologies; or (iv) create a feasible workaround that would not have any adverse impact on City.

16. DISPUTE RESOLUTION

16.1 At the City's sole election, any Claim arising out of or related to the Agreement shall be subject either to binding arbitration or litigation at the City's option. Prior to arbitration or litigation, the parties shall endeavor to resolve Claims or disputes in accordance with the terms of this Agreement.

16.2 If Claims are not resolved by negotiation, mediation, or otherwise, and the Owner elects arbitration, the arbitration shall be held in Atlanta, Georgia and shall be in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently then in effect or such other similar rules and organization as the Owner may elect. The demand for arbitration shall be in writing and filed with the appropriate organization selected by the Owner and shall be served on the Contractor. The agreement to arbitrate shall be specifically enforceable under applicable law in any court having jurisdiction thereof. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

16.3 Except at Owner's sole discretion and with its consent, no arbitration arising out of or relating to the Agreement shall include, by consolidation or joinder or in any other manner, any other person or entity, including but not limited to any of Contractor's subcontractors and suppliers, and any other separate contractors or suppliers. The Owner's consent or election to allow consolidation or joinder shall not constitute consent to arbitration of any Claim not subject to arbitration pursuant to this Contract.

16.4 Any award rendered by an arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

16.5 If the Owner does not elect arbitration, any Claims shall be resolved in Fulton County, Georgia Superior Court. Contractor hereby submits to jurisdiction and venue in Fulton County, Georgia, and waives all defenses based on a lack of jurisdiction and/or venue. Contractor acknowledges that this Agreement was negotiated, at least

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in part, in Fulton County, Georgia. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.

17. EXTENSIONS OF TIME AND DELAY

Contractor shall not be entitled to payment or compensation of any kind from the City for indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, ripple effect, unforeseen site conditions, loss of anticipated profits, impact or hindrance from any cause whatsoever (collectively "Delay Damages"), whether such delay, disruption, interference, ripple effect, unforeseen site conditions, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Contractor expressly waives and releases any Claim for Delay Damages and agrees that Contractor's sole and exclusive remedy for any delay shall be an extension of time to perform the Work and Services required the Agreement Documents, which shall be administered in accordance with the requirements of Article 8.

18. MISCELLANEOUS

18.1 The law of the state of Georgia will govern the validity of this Agreement, its interpretation and performance, and any other claims related to it.

18.2 If any of the provisions contained in the Agreement Documents are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the Agreement Documents will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

18.3 Contractor shall not sell, transferor, or assign any or all of its respective rights and obligations under this Agreement to a third party without the City's written consent. Any attempted sale, transfer, or assignment of the rights or obligations of this Agreement shall be void and of no effect.

18.4 Articles 1, 4, 5, 7, 8, 9, 10, 11, 15, 16, 17, 18, 19, and 20 shall survive termination of this Agreement.

18.5 The Drawings or other Instruments of Service prepared by Contractor or its sub-tier contractors shall be owned by the City and may be used by the City on projects other than the Project(s) performed in connection with a Work Order issued per this Agreement.

18.6 Except as otherwise provided herein, all notices and other communications required or permitted to be given under this Agreement, including its Exhibits and Work Orders, shall be in writing, addressed to the parties at their respective addresses as provided below, and may be delivered in person, sent by overnight express mail or courier service, or by facsimile, or by certified mail postage prepaid, return receipt requested. The addresses of each party are as follows:

City of Atlanta:	Contractor:
_____	_____
_____	_____
_____	_____

Each party may from time to time change its address for receipt of notices by sending notice thereof in the manner provided herein to the other Party.

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18.7 The failure of the City to insist upon or enforce strict performance of any provision of this Agreement or to exercise any right under the Agreement Documents shall not be construed as a waiver or relinquishment of the City's right to assert or rely upon any such provision or right and/or any other requirement of the Agreement Documents.

18.8 The Agreement Documents constitute the entire agreement and supersede all prior written or oral understandings, and may only be changed by a written amendment to the Agreement executed by both the City and the Contractor.

18.9 Contractor acknowledges and agrees that it may be adequately compensated in money damages for any Claims arising from performance of the Agreement Documents. Accordingly, Contractor waives and releases any right to assert a claim for *quantum meruit,* unjust enrichment, and any other equitable or quasi-contractual claim for relief that may be available under applicable law.

18.10 During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program as may be hereafter amended.

18.11 No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

18.12 Contractor is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute Contractor and the City as partners, joint venturers, or be construed as requiring or permitting the sharing of profits or losses. Except as expressly provided in Article 6.10, nothing in this Agreement shall be deemed to constitute Contractor and the City as principal and agent and neither party has the authority to represent or bind or create any legal obligations for or on behalf of the other party.

18.13 Contractor acknowledges that this Agreement and any changes to it by amendment, modification, Change Order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of goods or Services to the City under an unauthorized contract, amendment, modification, Change Order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or Services. Accordingly, Contractor agrees that if it provides goods or Services to the City under a contract that has not received proper legislative authorization or if Contractor provides goods or Services to the City in excess of the any contractually authorized goods or Services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or Services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized goods or Services to the City, and it waives and releases all claims to payment or to other remedies for the provision of any unauthorized goods or Services to the City, however characterized, including, without limitation, all remedies at law or equity.

19. CONFIDENTIAL INFORMATION

Contractor agrees to preserve as strictly confidential all Confidential Information for two (2) years following the expiration or termination of this Agreement; provided, however, that Contractor's obligation for Confidential Information that constitutes trade secrets pursuant to applicable law will continue for so long as such Confidential Information continues to constitute a trade secret under applicable law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Contractor will return any trade secrets to City. Contractor agrees to hold the Confidential Information of the City in trust and confidence and will not disclose it to any person, or use it (directly or indirectly) for its own benefit or the benefit of any other person other than in the performance of its obligations under this Agreement. Contractor will be entitled to disclose any

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Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by applicable law. Prior to making such a disclosure, to the extent allowed pursuant to applicable law, the Contractor shall provide the City with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the person requesting disclosure.

20. ETHICS IN CONTRACTS

20.1 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 therefor. 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.

20.2 Fraud and misrepresentations. Any written or oral information provided by Contractor directly or indirectly related to the performance of the Work 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 rules and regulations. Contractor agrees to immediately notify the City 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. Contactor further agrees to immediately notify the City of any actions or information that it believes would constitute fraud or intentional misrepresentations to the City in the performance of this Agreement, whether or not such information actually constitutes fraud and/or intentional misrepresentations, by contacting the Integrity Line 1-800-884-0911. Contractor agrees to place signage provided by the City regarding the Integrity Line at the location to which Contractor's employees report to perform the Work required by this Agreement. Contractor 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; 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.

[Signatures on the following pages.]

DRAFT

The parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

The City of Atlanta [Contractor]

_____
Mayor

Attest:

_____
Municipal Clerk (Seal)

Recommended:

Chief Procurement Officer:

_____

Commissioner:

_____
Department of Watershed Management

Approved as to form:

_____
City Attorney

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Signature Block Options for Contractor:

Corporate signature:

[Insert Corporate Name]

By:_____

Name:_____

Title:_____

Corporate Secretary/Assistant

Secretary (Seal)

Limited Liability Company:

[Insert LLC Name]

By:_____

Name:_____

Title:_____

Notary Public (Seal)

My Commission Expires:

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EXHIBIT A
TO
CONSTRUCTION SERVICES AGREEMENT

GENERAL SCOPE OF SERVICES

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EXHIBIT A.1

COMPENSATION TERMS AND FEE SCHEDULE

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EXHIBIT A.2

WORK ORDER FORM

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WORK ORDER NO. ____ FOR PROJECT _____

Contractor will complete the Services described below in accordance with the terms and conditions in the Construction Services Agreement.

PROJECT: _____

SERVICES UNDER WORK ORDER NO. _____:

Contractor shall perform the Services for the purpose of [insert general description of Services to be performed], as more particularly described in the scope of work and accepted proposal from Contractor attached and incorporated herein as Exhibit 1 to this Work Order No. ___, including the attached schedule of unit prices for performing the required Services.

NOTICE TO PROCEED:

[check one of the following provisions]

____Contractor shall commence Work within __ days of the date of this Work Order.

____ Contractor shall commence Work within ___ days of receipt of a Notice To Proceed Work issued by the City.

TIME FOR COMPLETION: [identify with specificity all dates for Services from Contractor]

a. Substantial Completion:

b. Final Completion:

c. Milestones:

PAYMENT METHOD:

____Option 1: (Section 4.1.1); or

____ Option 2: (Section 4.1.2)

WORK ORDER MAXIMUM PAYMENT AMOUNT:

[insert total amount of payment for this Work Order based on unit prices in Exhibit A.1]

REQUIRED SUBMITTALS AND DOCUMENTATION:

[INSERT ANY AND ALL DOCUMENTATION REQUIRED FOR SERVICES, INCLUDING ALL SHOP DRAWINGS, AS-BUILTS REQUIRED FOR FINAL ACCEPTANCE]

LIST OF APPROVED MATERIALS AND EQUIPMENT: (IF REQUIRED FOR A WORK ORDER, LIST ALL APPROVED MANUFACTURERS AND EQUIPMENT PROVIDERS APPROVED IN CONTRACTOR'S PROPOSAL)

FINAL ACCEPTANCE OF WORK REQUIREMENTS:

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[INSERT SPECIAL TERMS FOR FINAL ACCEPTANCE OF WORK, INCLUDING ANY SIGN OFFS, DELIVERABLES]

CONFIRMATION THAT SERVICES AS LISTED ARE REQUESTED BY THE CITY

By:_____
Name:
Title:

Dated this _____ day of _____, 20__

CONFIRMATION OF SERVICE ASSIGNMENT ACCEPTED BY CONTRACTOR

By:_____
Name:
Title:

Dated this _____ day of _____, 20__

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EXHIBIT 1 TO WORK ORDER FORM

SCOPE OF WORK/ACCEPTED CONTRACTOR PROPOSAL

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SCHEDULE OF UNIT PRICES FOR CONSTRUCTION SERVICES FOR EXHIBIT A TO WORK ORDER FORM

PERSONNEL:

[LABOR CATEGORY] $_____ PER _____

[LABOR CATEGORY] $_____ PER _____

[list the labor categories and labor rates required to perform the Services per Exhibit A.1]

MATERIALS:

[list the unit prices for materials required to perform the Services per Exhibit A.1]

OTHER REIMBURSABLE EXPENSES:

[list the other reimbursable expenses required to perform the Services per Exhibit A.1]

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<u>EXHIBIT B</u>

GENERAL CONDITIONS
(N/A)

<u>EXHIBIT C</u>

SPECIAL CONDITIONS
(N/A)

<u>EXHIBIT D</u>

BID SCHEDULE AND PRICING INFORMATION

CITY OF ATLANTA
DEPARTMENT OF PUBLIC WORKS
OFFICE OF TRANSPORTATION

BID FORM

ALL ITEMS LISTED BELOW SHALL INCLUDE PERFORMING ALL LABOR AND UTILIZING EQUIPMENT NECESSARY TO COMPLETE INSTALLATION, RELOCATION, REMOVAL, AND/OR REVISION OF TRAFFIC SIGNALS, REVERSIBLE LANE SIGNALS AND/OR STREET LIGHTS AND ASSOCIATED HARDWARE IN ACCORDANCE WITH CITY OF ATLANTA/GDOT SPECIFICATION, DRAWINGS AND STANDARDS:

(www.GDOT.gov and Click on the *Standards* option under the *Georgia Department of Transportation: Official Site* option)

1. **Material Cost not to exceed + 18% Markup (Minus all taxes and fees)**

2. **Concrete Work Unit Price per Square Yard $_____**

Item Number	Approximate Quantity	Unit	Description	Hourly Rate Written	Hourly Rate Figures
1.			**LABOR COSTS**		
1a.	1	Hour	Senior Electrician/Supt.		
1b.	1	Hour	Electrician		
1c.	1	Hour	Electrician Assistant		
1d.	1	Hour	Senior Project Manager		
1e.	1	Hour	Fiber Optic Cable Splicer		
1f.	1	Hour	Directional Boring Crew		
1g.	1	Hour	Quality Control Manager		
1h.	1	Hour	Laborer		
1i.	1	Hour	Certified Flagger		
Item Number	Approximate Quantity	Unit	Description	Hourly Rate Written	Hourly Rate

1j.	1	Hour	Police Traffic Control		
1k.	1	Hour	Project Manager		
			TOTAL		

2.			**EQUIPMENT COSTS**		
2a.	1	Hour	Lift Truck/Aerial Truck		
2b.	1	Hour	Dump Truck		
2c.	1	Hour	Digger-Derrick Truck		
2d.	1	Hour	Pickup Truck		
2e.	1	Hour	Loop Saw		
2f.	1	Hour	Air Compressor		
2g.	1	Hour	Cutting Torch		
2h.	1	Hour	Pole Trailer		
2i.	1	Hour	Cable Reel Trailer		
2j.	1	Hour	Jack Hammer		
2k.	1	Hour	Generator		
2l.	1	Hour	Cable Puller		
2m.	1	Hour	Sump Pump		
2n.	1	Hour	Light Tower		
2o.	1	Hour	Pipe Jacket		
2p.	1	Hour	Back Hoe		

Item Number	Approximate Quantity	Unit	**EQUIPMENT COSTS** Description	Hourly Rate Written	Hourly Rate Figures
2q.	1	Hour	Stake Body Truck		
2r.	1	Hour	Service Van		
2s.	1	Hour	Equipment Trailer		
2t.	1	Hour	Aerial Cable Installation& Lashing Equipment		
2u.	1	Hour	Cable Reel Truck		
2v.	1	Hour	Loop Cutting/Water Truck		
2w.	1	Hour	Skid Steer(Bobcat)		
2x.	1	Hour	Fiber Optic Cable Splicing Trailer		
2y.	1	Each	Fiber Optic Splicing (Per Fiber Splice)		
2z.	1	Hour	Directional Boring Machine		
2aa.	1	Hour	Arrow Board		
2bb.	1	Hour	Fiberglass Rodder		
2cc.	1	Hour	Fiber Optic Tester(OTDR)		
2dd.	1	Hour	Additional Equipment		
2ee.	1	Hour	Additional Equipment		

DETECTOR LOOP AND BURIED CABLE INSTALLATION

ITEM NO.	APPROX. QUANTITY	**MATERIAL COST**	UNIT COST	TOTAL COST
3	50 Ea.	Install 6’ x 40’ Quadrupole Loop		
4	25 Ea.	Install 6’ x 6’ Setback Loop		
5	15 Ea	Install Radar vehicle detection		
6	20 Ea	Install IVDS		
7	500 ft.	Loop Installation per lin ft. sawcut		
8	250 ft.	Loop cable direct burial		
9	200 Ft.	Loop cable in 1” PVC conduit		
10	500 Ft.	Loop cable in 2” PVC conduit		
11	150 Ft.	Loop cable in 2” Rigid conduit		
12	500 Ft.	Loop cable pole attached lashed to spanwire (include conduit and weather head)		
13	100 Ft.	Adder for hand trenching		
14	100 Ft.	Adder for open cut installation and encasement in street		
15	150 Ft.	Loop cable in bored installation of 2” rigid or HDPE conduit (include conduit)		
16	250 Ft.	Loop cable in bored installation of 3” rigid or HDPE conduit (include conduit)		
17	20 Ea	Installation of type II pullbox		
18	20 Ea	Adder per additional loop cable installed in conduit		
19	20 Ea	Adder per additional 2-wire loop lead-in installed in saw cut		
			***SECTION TOTAL**	$

*The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work

POLE INSTALLATION

ITEM NO.	APPROX. QUANTITY	**MATERIAL COST**	UNIT COST	TOTAL COST
20	30 Ea	Install timber pole		
21	50 Ea	Install and provide guy wire / anchor		
22	30 Ea	Remove timber pole		
23	30 Ea	Install basic anchor base pole foundation		
24	10 Ea	Adder per foot additional foundation depth		
25	10 Ea	Install pole shaft on anchor base foundation		
26	5 Ea	Install reinforced concrete backfill embedded pole		
27	10 Ea	Remove anchor base pole shaft		
28	10 Ea	Install concrete/steel strain pole		
29	30 Ea	Install strain pole mast arm		
30	30 Ea	Install strain pole foundation		
31	50 Ea	Install steel foundation for pedestal pole		
32	5 Ea	Remove reinforced concrete backfill embedded pole (typ. 24” depth)		
33	5 Ea	Remove steel foundation for pedestal pole		
34	5 Ea	Remove reinforced concrete foundation for strain pole		
35	5 Ea	Remove anchor base foundation (typ. 24” depth)		
		***SECTION TOTAL**		$

*The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

TRAFFIC SIGNAL MAINTENANCE

ITEM NO.	APPROX. QUANTITY	**MATERIAL COST**	UNIT COST	TOTAL COST
36	250 Ea	Traffic signal sections cleaned “only” (existing LED signal heads)		
37	75 Ea	Installation of LED Traffic Signal Module		
38	100 Ea	Pedestrian signals sections cleaned “only” (existing LEDs)		
39	200 Ea	Installation of LED Countdown Pedestrian Signal module		
40	50 Ea	Traffic Signal Control Cabinet Maintenance		
41	200 Ea	Installation of ADA pushbutton stations		
42	250 Ea	Remove Incandescent Signal heads – 8” & 12”		
43	200 Ea	Remove Incandescent Pedestrian Signal heads		
44	200 Ea.	Remove non-ADA push buttons & signs		

TRAFFIC SIGNAL MAINTENANCE (Cont.)

45	2,000 ft	Install 6 fiber single mode FDC		
46	5,500 ft	Install 12 fiber single mode FDC		
47	1250 ft	Install 6 or 12 fiber single mode aerial drop cable		
48	125 ft	Install 6 or 12 fiber single mode underground drop cable		
49	31,000 ft	Install 24 or 48 or 72 fiber single mode aerial trunk cable		
50	8,500 ft	Install 24 or 48 or 72 fiber single mode underground trunk cable		
51	25,000 ft	Install 96 or 144 or 288 fiber single mode aerialtrunk cable		
52	4,000 ft	Install 96 or 144 or 288 fiber single mode underground trunk cable		
53	50	Install Type 6 pull box		
54	1500	Install fiber connectors		
55	2,500	Install fusion splice		
56		**One Time Mobilization Cost**		
			***SECTION TOTAL**	$

*The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

The City will award this contract based on the following methodology:

Total Equipment Subtotal $_____ **x 20% = _____**

Total Material Subtotal $_ _____ **x 60% = _____**

Total Labor Subtotal $_____ **x 20% = _____**

Total In Words $_____

The bid unit rates shall include the cost of all materials supplied by the contractor and all labor or equipment necessary to perform the work.

***This total includes section totals for detector loop and cable, pole installation, traffic signal maintenance and all other equipment.

<u>EXHIBIT E</u>

SCOPE OF WORK OR SERVICES

CITY OF ATLANTA

DEPARTMENT OF PUBLIC WORKS/ OFFICE OF TRANSPORTATION

FC-XXXX, CONSTRUCTION/PROFESSIONAL SERVICES FOR THE INSTALLATION, MAINTENANCE AND REPAIR OF TRAFFIC SIGNALS SPECIFICATIONS GENERAL

The City of Atlanta has passed the RENEW Atlanta Infrastructure bond. The Department of Public Works will be addressing its aging traffic signal infrastructure. The bond is the first step in making these improvements. Improvements include traffic signals, school beacons, and traffic signal communications

1.0 DEFINITIONS

1.1 City: City of Atlanta (COA)

1.2 Owner: City of Atlanta, Georgia, or its authorized or legal representatives

1.3 State: State of Georgia

1.4 Subcontractor: A person, firm or corporation supplying labor and/or materials for work on this project for, and under separate contract or agreement with, the Contractor

1.5 GDOT: Georgia Department of Transportation

1.6 AWG: American Wire Gauge

1.7 THHN: Thermoplastic High Heat resistant Nylon coated

2.0 GENERAL RESPONSIBILITIES AND REQUIREMENTS

2.1 Notices, Signals and Precautions: The Contractor shall supply, erect and maintain all street warning signs, beacons and other safety devices in a manner to ensure the safe and expeditious movement of vehicular and pedestrian traffic while the work is in progress, and take any other precautions which in the judgment of the Engineer may be necessary to protect life and property. Warning devices and methods of traffic control must conform to standards adopted by the City of Atlanta and set forth in the Institute of Transportation's *"Manual on Uniform Traffic Control Devices".*

2.2 Working Hours - Disruption of Traffic: Any weekday daytime work, which disrupts vehicular traffic, shall be limited to between 9:00 a.m. and 4:00 p.m., Monday through Friday. However, at certain locations these hours may be further restricted or modified to avoid specific peak traffic movements.

2.3 Damage to Persons, Property, Etc.: The Contractor shall be responsible for all damage that may occur to persons, animals, vehicles, utilities, or property from lack of proper signing, lighting, watching, boarding, enclosing, or bracing, or any accidents due to defective scaffolding, shoring or any negligence on the part of the Contractor or his

employees.

2.4 Contractors Responsibility: The Contractor is responsible for all equipment and operating conditions at all locations where work is being performed. The Contractor is responsible for damage and pilferage of equipment at the work location while construction is ongoing. The Owner does not assume responsibility until Owner has inspected and accepted the work. If the Contractor is on the job and discovers a defect, which he cannot correct within the Scope of his/her Work; he/she must notify the Owner.

2.5 Trouble Calls: The Owner will respond as necessary to after hour trouble calls before the work at the work location has been accepted.

2.6 Familiarization with Work Orders: The Contractor in submitting his Work Order cost estimate represents that he has visited each Work Order location for the purposes of verifying existing conditions that may affect his work. Deficiencies discovered during this field check shall be presented in writing before work is initiated. Cost estimates shall include adequate provisions for existing conditions. Furthermore, the Contractor shall have reviewed the project plans and specifications for each Work Order, and be satisfied with their accuracy. Should any discrepancies appear in the plans and specifications, or the plans and specifications are not fully understood by the Contractor, the Contractor shall notify the Engineer in writing of such discrepancy for clarification. Work performed by the Contractor after such discovery and without a written response from the Engineer, will be done at the Contractor's risk and expense.

2.7 Notice of Deficiencies: The Contractor shall notify the Engineer in writing of deficiencies in existing conditions and abnormalities, and/or defects in City supplied material discovered during work in progress, which cannot be corrected within the Scope of Work of the Work Order, before continuing with that particular Work Order. Until the Engineer resolves the deficiency, the Contractor shall perform work on other Work Orders at the Engineer's direction.

2.8 Familiarization with Standards, Requirements and Field Conditions: It shall be the responsibility of the Contractor to familiarize himself with all applicable standards and requirements of the Owner and with physical conditions affecting traffic signals, reversible lane signals, and for street light installation or upgrading in the project area.

2.9 Disposal of Scrap and Salvage

2.9.1 All material removed shall be the property of the City. The Contractor shall dispose of all debris and scrap material determined by the City to be of no value.

2.9.2 The Contractor shall deliver all salvageable material to the City of Atlanta, Office of Transportation, Street Lights and Traffic Signals Shop at 124 Claire Drive, S.W., Atlanta, Georgia 30315.

2.10 Work Clean Up: The successful proponent shall clean up the area after the completion of each installation. In addition, the area shall be cleaned up daily as much as possible, and left in a safe condition.

2.11 Deviations from Specifications: The Contractor shall not deviate from these specifications without the written consent of the Engineer.

2.12 Reporting Requirements and Acceptance:

2.12.1 Weekly Reports: The Contractor shall submit to the Engineer, no later than noon of the Monday following each workweek, a report of all work completed.

2.12.2 Issuance and Accounting for Material Furnished by the City of Atlanta:

2.12.2.1 The Contractor shall provide, with 48 hour notice to the Engineer, a list of materials to be picked up. The Contractor shall pick up all materials furnished by the City at the Traffic Signal and Street Lighting Shop, located at 124 Claire Drive, S.W., Atlanta, Georgia 30315. All material shall be signed for by a designated representative of the Contractor.

2.12.2.2 As a portion of the final inspection process, all materials issued to the Contractor shall be accounted for. Any surplus items shall be returned to the Traffic Signals Shop, located at 124 Claire Drive, S.W., Atlanta, Georgia 30315.

2.12.3 Acceptance of the Completed Job:

2.12.3.1 Prior to connection to a power source, the Contractor shall notify the Project Manager/Representative that a completed job is ready for inspection.

2.12.3.2 After inspection of the job by the Engineer (and other agencies which may require inspection) and the correction of all known deficiencies, the Contractor and the Engineer will energize the traffic signal(s). After the energizing of the traffic signal(s), the Contractor shall check the device for proper operation and make corrections of any deficiencies or malfunctions found. Additionally, the Contractor and the Engineer will conduct a final inspection.

2.13 Final Drawings: The Contractor shall submit to the Engineer, not later than 30 days after completion of all work, one set of revised drawings showing the "as built" condition of the finished job with red marks over the original drawings submitted with Work Order. The submittal shall utilize CAD (Computers Aided Design) drawings and be sealed.

3.0 SCOPE OF WORK AND REQUIRED CONTRACTOR QUALIFICATIONS

3.1 General Statement: The following specification describes typical general conditions and work procedures related to the installation, relocation, renovation or revision of traffic signals and/or related equipment within the City of Atlanta. It is the intent of the Department of Public Works / Office of Transportation to contract with an approved electrical contractor experienced in traffic signals who will undertake such work on an "as needed" basis. Reimbursement for installation or removal of traffic signal equipment will be on a quoted hourly rate basis. Bids are all inclusive and shall include unit prices. (see Exhibit D, Bid Form)

3.2 Contractor Qualifications and Experience:

3.2.1 General: This contract involves complex urban traffic signal **Installation** and requires five (5 years) of experience performing signal installation in a mid-major municipality. Contractor will submit a list of all of its' signal related projects for the past 5 years. Projects should have a cumulative value (over the past 5 years) of at least TWO MILLION DOLLARS.

3.2.2 License: Contractor shall possess a valid Master Electrician license issued by the State of Georgia and must show evidence of qualifications to do the associated sidewalk and street repair/replacement.

3.2.3 Qualified Experience: Contractor shall demonstrate his ability to Install complex Traffic Signal Systems (which utilize 2070 microprocessor type controllers, fiber optics, wireless communication and video detection systems) of a scope and magnitude comparable to that envisioned for this contract. Experience on these types of traffic signals in the past five (5) years will be a principal criterion.

3.3 Typical Work Assignments:

3.3.1 Materials utilized in the construction process (see section 4.0, Materials And Installation Techniques - Traffic) shall, be furnished by the Contractor. All materials supplied should be from the City/GDOT Qualified Product List unless approved by Engineer. Contractor furnished materials will be reimbursed on an add alternate basis.

The Contractor may be required to perform any of the following types of work as shown in the Typical Field Installation Standards as spelled out on the GDOT website which can be accessed by going to **www.GDOT.gov and Clicking on the *Standards* option under the *Georgia Department of Transportation: Official Site* option.**

3.3.2 and as may be supplemented by project plans, work orders, wiring plans, manufacturer's specifications and/or other instructions by the Engineer as follows:

3.3.2.1 Install, relocate or remove poles pedestals and/or mast arm assemblies (aluminum, steel or wood, direct burial or anchor base).

3.3.2.2 Install, relocate or remove signal heads (vehicular, pedestrian or lane signal).

3.3.2.3 Install or remove vehicle detectors (loop or other as specified) and associated equipment.

3.3.2.4 Install, relocate or remove conduit, conduit risers, couplings, pull boxes, ground rods, and other associated hardware. (see Exhibit D, Bid Form).

3.3.2.5 Install, relocate or remove span wires and/or guy wires, and associated hardware.

3.3.2.6 Install, splice, terminate, relocate or remove single-conductor, multi-conductor, paired or fiber optic cable.

3.3.2.7 Install, relocate or remove various traffic signal control equipment items.

3.3.2.8 Install, relocate or remove reversible lane signal control equipment items.

3.3.2.9 Install, relocate or remove various street lighting equipment items.

3.3.2.10 Perform sidewalk and/or street repair work as necessary, incidental to the above.

3.3.2.11 Perform other work as necessary, incidental to the above.

3.3.3 Routine work will be assigned in the following manner:

3.3.3.1 The number of anticipated Traffic Signals has been defined in the Notice to Proponents.

3.3.3.2 The Engineer will prepare a list of locations in the form of a Work Order to the Contractor. The Work Order will consist of Final Design Plans for no more than ten (10) Traffic Signal Locations.

3.3.3.3 If proposed, the contractor will have ten (10) working days to provide the Engineer with an estimate and work schedule for the work on the Work Order by estimating the work effort involved for each traffic signal location specified in the work order, by applying his previously quoted hourly rates. This estimate is to include:

3.3.3.3.1 Labor: Hourly rates and hours per category of employee for the work described for each location in the Work Order. Hourly rates quoted shall include measurement and payment specifications. (see Exhibit D, Bid Form).

3.3.3.3.2 Hourly rates and hours per category of equipment for the work defined for each location in the Work Order. (see Exhibit D, Bid Form).

3.3.3.3.3 Material prices including mark-up percentage for Proposed Contractor supplied materials for each location in the Work Order. (see Exhibit D, Bid Form).

3.3.3.3.4 Sidewalk replacement prices per square yard and the number of square yards of sidewalk to be replaced at each location (see Exhibit D, Bid Form).

3.3.3.3.5 Any assumptions utilized in preparation of the estimate for each traffic signal location identified in the Work Order. (see Exhibit D, Bid Form).

3.3.3.3.6 Notification and demonstration of any deficiencies, or other problems associated with the Work Order that affect this work and that could ultimately impair the satisfactory operation and optimum performance of the work as specified in the Work Order. (see Exhibit D, Bid Form).

3.3.3.3.7 The Engineer will have ten (10) working days to review, and approve or reject the Contractor's estimate and work schedule.

3.3.3.4 The Engineer may at any time during this review period return the estimate and work schedule to the Contractor for further refinement. Upon return of an estimate for refinement, the Contractor will have five (5) working days to amend the estimate for re-submittal. During the five (5) day period contractor will work at risk at the agreed upon unit prices.

3.3.3.5 Engineer will have ten (10) working days to review, and approve or reject a resubmittal.

3.3.3.6 A meeting will be scheduled between the Engineer and the Contractor on or before the tenth (10th) day of the Engineer's review, subject to the Engineer's approval of the estimate and work schedule. If the Engineer has approved the estimate, the Contractor will receive from the Engineer at this meeting, written approval of the Work Order estimate, work schedule and Authorization to Proceed.

3.3.3.7 The Engineer has the right to delay start of the work order from the scheduled meeting approval date for up to five working days.

3.3.3.8 Work may not begin on an approved Work Order until the previous work order has been completed to the satisfaction of the Engineer, or otherwise approved in advance by the Engineer.

3.3.3.9 The Contractor is obligated to the schedule proposed for each Work Order. Penalties for non-performance by the Contractor may be assessed.

3.3.3.10 Mobilization costs will be permitted on a **one time only** basis at the initiation of the Contract. This mobilization cost must be included in Contractor's bid and is a separate bid item. Additional mobilization or demobilization costs incurred by the Contractor will not be supported by the Engineer unless an interruption of work in progress is instigated by the Engineer or the time frame between the completion of one Work Order and the submittal by the Engineer to the Contractor of the subsequent scheduled Work Order for estimation exceeds ten (10) working days. The COA reserves the ultimate right to disallow any and all mobilization or demobilization cost beyond the one time only mobilization cost included in Contractor's bid.

4.0 MATERIALS AND INSTALLATION TECHNIQUES - TRAFFIC SIGNALS

4.1 General Statement: The following minimum criteria shall be met for all materials and installation to be employed by the Contractor and utilized in the performance of work associated with this contract.

As stated in Section 3.3.1, materials utilized in the construction process shall be furnished by the Contractor on an add alternate basis.

All material will be selected from the GDOT" qualified product list" unless otherwise approved by the Engineer.

Typical materials to be supplied by the Contractor include but are not limited to:

- Controllers, Cabinets and Cabinet Foundations
  Poles and Pedestals
- Mast Arms
- Signal Heads - Vehicular, Pedestrian and Lane Signal including Mounting Hardware
- Conduit, Fittings, Messenger Wire
- Single and Multimode-Fiber Optic Cable
- Interconnect Cable

The Contractor will not be reimbursed for expendable materials/consumable items (i.e. loop saw blades, jackhammer tips, signs, traffic control materials, etc.). Tools such as drills, threaders, benders and come-alongs are considered incidental to the job.

4.2 Traffic Signal Wiring

4.2.1 Field Wiring

4.2.1.1 All THHN[2] (Thermoplastic High Heat resistant Nylon coated) Wire, except for electrical service (cut in), shall be minimum #14 AWG[1] (American Wire Gauge), solid, minimum 3/64" insulation, minimum voltage rating of 600 volts. Multi-conductor cable shall conform to IMSA Specification #20-1. A twelve (12) conductor cable shall be run from the controller cabinet to each comer of a signalized intersection. Runs to five (5) section signal heads shall be via 7-conductor cable. Runs to three (3) section signal heads shall

be via 4-conductor cable. All wire shall be color coded in accordance with Office of Transportation standards.

4.2.1.2 Only splices, junctions or taps that conform to the City's wiring standards will be allowed in signal feeder cable without the approval of the Engineer. The Contractor shall also gain the approval of the Engineer for all splicing materials and splicing methods he proposes to utilize.

4.2.2 Service Wiring: Electrical service (cut-in) feed wire shall be minimum #8 AWG THHN wire, stranded, minimum 3/64" insulation, and minimum voltage rating of 600 volts and shall be color coded in accordance with National Electrical Code standards.

4.2.3 Inductive Loop Wiring: The loop wire shall be continuous, unspliced #14 AWG and shall be spliced (utilizing silicon filled wire-nuts) to the lead-in cable. Detector lead-in shall be 2-Conductor, shielded, #14 AWG cable with conductors twisted two turns per foot, conforming to IMSA Specification #50-2.

4.2.4 Interconnect Cable: Unless otherwise defined in the work order documents, interconnect cable shall consist of either multi-pair cable conforming to REA Specification PE-38 or PE-39 or Fiber Optic Communications Cable. All connections or splices in interconnect cable must be made in traffic signal controller cabinets, other weather-proof cabinets or other splice enclosures, approved by the Office of Transportation.

4.3 Conduit and Related Hardware: Conduit shall be installed in accordance with Traffic and Transportation standards and the National Electrical Code in a neat, workman like manner. Conduit shall be installed in sidewalk and roadway areas except where permitted otherwise by the Engineer.

4.3.1 (Acceptable - Conduit) pipes:
All conduit risers up poles shall be comprised of hot-dipped Galvanized steel conduit, couplings and fittings. All conduit runs not installed under roadways may be hot-dipped galvanized steel or PVC Schedule 40 conduit, couplings and fittings. All conduit runs under roadways may be hot-dipped galvanized steel, or PVC Schedule 80 concrete encased or HOPE (High Density Polyethylene Pipe). If PVC conduit is elected to be used, the procedures and adhesive used shall comply with the manufacturer's specifications. The mixing of hot-dipped galvanized steel and PVC conduit; couplings and fittings are not allowed within any individual point-to-point conduit run unless approved by the Engineer.

4.3.2 Conduit Size
The size and number of conduit runs shall accommodate the specific application, in conformance with the National Electric Code standards, and may be augmented by direction of the Engineer. The following minimums shall apply:

4.3.2.1 Detector runs: Risers -- Minimum (1) - 1 ". Detector runs: Underground -- Minimum (1) - 2"

4.3.2.2 Interconnect cable: Minimum (1)-2".

4.3.2.3 Bracket Signal head feed: Minimum (1)-1".

4.3.2.4 Controller Cabinet to pull box (3)-2" and (2)-1".

4.3.2.5 Pull box to Steel or Wood Pole at Controller Cabinet (3)-2" and (2)-1"

4.3.2.6 Pull Box to Steel or Wood Pole at Controller Cabinet (3)-2” and (2)-1”

4.3.2.7 Pull box to Pedestal Pole (1) 2”

4.3.2.8 Mast Arm Installations Street Crossings Pull box to Pull box (2)-2"

4.3.3 Conduit Hardware
All bolts, nuts and hardware of similar nature shall be hot-dipped galvanized steel.

4.3.4 Installation: Conduit ends shall be properly threaded and reamed (for rigid), or free of burrs and sharp edges (for PVC). Conduit installed for future connections shall be capped to prevent water and foreign matter from entering the conduit system.

4.3.5 Bends: All bends shall be of long sweep, free from kinks and of such each curvature as to permit the drawing in of cables without injury to insulation. The conduits should be brushed before cables are pulled.

4.3.6 Tests: At the option of the Engineer, the following tests or similar tests may be required by the Engineer: after installation of conduit is completed, all conduits installed under this contract shall be tested with an 80% mandrel. It is suggested that a mandrel kit, such as the Ensley Model E-800 kit be used. All conduits which will not allow passage of the mandrel shall be repaired to the satisfaction of the Engineer; if repairs cannot be effected, the conduit shall be removed and replaced at no additional cost to the Owner.

4.3.7 **Depth:** Conduits shall be laid to a depth of not less than 18", except under roadway and driveway conduits shall be laid to a depth of not less than 24". Unless otherwise approved by the Engineer. Also, it is highly desirable that conduits be driven or bored under driveways and pavement at street intersections.

4.3.8 **Terminations:** Conduits terminating in post or pedestal bases shall extend approximately 2" above the- foundation.

4.3.9 **Lubricants:** Powdered soapstone, talc or other Engineer approved lubricant may be used in pulling cable in conduit. However, when interconnect cable is installed in conduit, an Engineer approved lubricant shall be used to facilitate the pull. All ends of cables shall be taped to exclude moisture and shall be so kept until splices are made and terminal appliances are attached, Ends of spare conductors shall be taped.

4.3.10 **Grounding of Conduit:** Underground conduits and neutral wires, if any, shall be bonded to minimum 5/8" X 8' copper clad ground rods, imbedded at each base. Bonding wire shall be #8 AWG THHN,(1·2) copper or larger (See TYPICAL FIELD INSTALLATION STANDARDS). Conduit shall be bonded to the base of each pole with #8 AWG THHN copper wire or larger, or equal. New poles on existing foundations shall be grounded and bonded in the same manner as for new foundations, except that ground rods need not be added if none exist.

4.4 **Pull Boxes:** Pull boxes shall be provided whenever necessary to afford adequate space for conduit terminations or whenever spacing between junctures exceeds 200'. Pull boxes shall be .suitable for light vehicular traffic and shall sustain a minimum load of 50 p.s.i. However, when used in a roadway or driveway, it must sustain a minimum of 160 p.s.i. Pull boxes shall be of reinforced plastic mortar and shall be designed and tested to temperatures of -50°F. Pull box shall meet or exceed all ASTM requirements, particularly as related to chemical resistance, water absorption and sunlight resistance. Dimensions for Type 1,2,3,4 and 5 Pull Boxes shall be in accordance with the attached specifications. (See TYPICAL FIELD INSTALLATION STANDARDS for installation details).

4.5 **Messenger Wire:** All messenger wire used for hanging span signals shall

be minimum 5/16" double galvanized, "A" coating seven (7) wire and shall be rated at 3,200 pounds minimum breaking strength. Messenger wire used for detector and other similar feed-ins shall be minimum 1/4" double galvanized, "A" coating and shall be rated a 1,900 pounds minimum breaking strength. All lashing wire shall be a minimum .045", stainless steel.

4.6 **Installation of Signal Heads**

4.6.1 All traffic signal heads shall be installed in strict accordance with the *"Manual on Uniform Traffic Control Devices"* standards, and with the City's Typical Field Installation Standards which mirror those on the GDOT website which can be accessed by going to **www.GDOT.gov and Clicking on the *Standards* option under the *Georgia Department of Transportation: Official Site* option.** This shall include the mounting of pedestal and bracket traffic signals at a height of ten (10) feet to bottom of signal, except that pedestrian signals shall be mounted to a height of eight (8) feet to bottom of signal. All span and mast arm signals shall be mounted such that the bottom of the signal is not less than 17 feet above the roadway surface and not more than 19 feet above the roadway surface.

4.6.2 All signals shall be properly aligned and must be free of any undue sag or imbalance. Normal sag shall be 3% to 5%.

4.7 Installation of Vehicle Detectors

4.7.1 Location of Vehicle Detectors: The installation of vehicle detectors shall be in accordance with the work order drawings. However, specific placement and size of all vehicle detectors may be changed at the discretion of the Engineer.

4.7.2 Loop Sealant: Loop detector sealant material must be 3M "Detector Loop Sealant", which is currently in use by the Office of Transportation. *No substitution of any other type of sealant material shall be used without prior approval by the Engineer.* Application of sealant material shall be in accordance with Typical Field Installation Standards as spelled out on the GDOT website which can be accessed by going to **www.GDOT.gov and Clicking on the *Standards* option under the *Georgia Department of Transportation: Official Site* option** and with manufacturer's specifications.

4.8 Installation of Pedestrian Pushbuttons

Pedestrian pushbuttons shall be installed in accordance with the Typical Field Installation Standards as spelled out on the GDOT website which can be accessed by going to **www.GDOT.gov and Clicking on the *Standards* option under the *Georgia Department of Transportation: Official Site* option**, as indicated on the work order plans.

4.9 Installation of Controllers and Cabinets

4.9.1 **Installation at Site:** the controller and cabinet, having been previously tested by the Office of Transportation, shall be installed in accordance with the intersection plans, the Typical Field Installation Standards as spelled out on the GDOT website which can be accessed by going to **www.GDOT.gov and Clicking on the *Standards* option under the *Georgia Department of***

***Transportation: Official Site* option** and the manufacturer's supplied box wiring prints.

4.9.2 **Cabinet Wiring:** All controller cabinet wiring shall be done in a neat manner and laced, and shall be in accordance with the box wiring prints supplied by the manufacturer and the Office of Transportation. The Engineer shall define acceptable wire termination devices.

4.9.3 **Grounding:** A *5/8"* x 8' copper-clad ground rod shall be used for both base-mounted and pole-mounted cabinet installations. A #8 AWG solid copper wire shall be attached to the ground rod and to the controller cabinet ground bus bar.

4.9.4 Connection to the Power Source

4.9.4.1 It shall be the responsibility of the Contractor to arrange with the Georgia Power Company for the necessary power connections.

4.9.4.2 The Contractor shall run two service wires from the Georgia Power Service Point into the controller cabinet. Service wires shall be a minimum #8 AWG THHN stranded copper 600 volt wire.

4.10 Turn-On of New Signal Installations: Energizing the new traffic signal shall be accomplished on the same day that the signal heads are hung. If unusual conditions make this impossible, the signal heads shall be "bagged" with an opaque cover while inoperative. No signals shall be energized without the Engineer on the job site.

4.11 Special Requirements for Modernizing Existing Signal Locations: In order to minimize adverse impact to the general public, the existing traffic signal(s) shall be maintained fully operational until the new signal equipment is ready to be energized. To accomplish this, the Contractor shall follow the outline below.

4.11.1 Install new controller foundation, mast arms, poles, cabinet, conduit, messenger cables, field wiring, detectors, and any other items necessary, with the exception of signal heads, for normal operation.

4.11.2 Energizing of the new traffic signal controller shall be accomplished on the same day that the signal heads are hung, unless specific prior approval is obtained from the Engineer. Where prior approval is granted, all new signal heads shall be "bagged" with an opaque material and placed so as not to interfere with the existing heads or cause confusion to the traveling public. No traffic signals shall be energized without the Engineer present on the job site.

4.11.3 On the designated date of signal turn-on, the Contractor shall have sufficient manpower and equipment at the location to hang new signal heads in order to permit an operational test of the new equipment. After successful completion of the initial operational test, the Contractor shall immediately begin removal of the old signal heads. Should the new installation fail the initial operational test, the Contractor shall immediately "bag" or remove, at the discretion of the Engineer, the new signal heads and return the old equipment to-operation.

5.0 INSTALLATION OF POLES AND PEDESTALS FOR TRAFFIC SIGNALS

5.1 **General Statement:** The following minimum design criteria shall be met for all materials and installation techniques utilized in the installation or upgrading of poles or pedestals. The Engineer shall provide typical details.

5.2 **Anchor Base Poles:**
Anchor base steel poles shall be installed in accordance with the manufacturer's specifications. The anchor bolts shall be installed in a foundation of #3000 H.E. concrete; see the attached TYPICAL FIELD INSTALLATION STANDARDS for installation details.

5.3 **Wood Poles:** Wood pole installations may be of standard earth embedding, to a depth of six (6) feet.
Guy assembling shall be utilized whenever necessary to prevent undue leaning.

5.4 **Signal Pedestals:** Signal pedestals shall be installed by standard anchor bolt and concrete methods.

5.5 **Plumb Installation and Accessory Equipment:** All poles and pedestals shall be mounted as plumb (under loaded condition) as intersection condition permit. All accessory equipment (pole caps, ornamental bolt covers, hand-hole covers, etc.) shall be completely installed.

5.6 Installation of Poles over Basements or Under Unusual Conditions:

5.6.1 The successful proponent shall propose methods for installing poles in areas with hollow sidewalks (basements under sidewalks, etc.). The Engineer must approve exact design for installation in these areas on an individual basis.

5.6.2 The Contractor shall be responsible for sealing foundation areas to avoid basement leaks where such installations are required.

5.6.3 Where prevailing conditions are such that previously outlined techniques are not feasible, special provisions may be requested, subject to approval by the Engineer.

5.7 **Excavating and Backfilling:** All excavation required for the installation and placement of conduits, foundations, poles, and other appliances shall be performed in such a manner as to cause the least possible injury to pavement, sidewalks or other improvements. All conduits required to be under pavement, sidewalks, etc. shall be in place prior to commencing of base and paving operations. The trenches shall not be excavated wider than necessary for the proper installation of the electrical appliances and foundation. Excavating shall not be performed until immediately before installation of conduit and other appliances. The material from the excavation shall be placed in a position where the least interference with surface drainage will occur. All surplus excavated material shall be removed from the site and disposed of by the Contractor. The Contractor shall not open anymore in one day than he can cover at the end of the day to return the location to vehicle and/or pedestrian usage.

6.0 CONTRACTOR HOURLY RATES AND SPECIAL QUOTES

6.1 **Hourly Rates:** Bidders shall fill the attached BID FORMS with unit prices. Items include labor and equipment necessary to complete installation, relocation, removal, and/or revision of traffic signals, reversible lane signals and/or street lights and associated hardware in accordance with City of Atlanta specifications and standards. Evaluation of bids and selection of the winning bid will be based on Engineer estimates of signal projects determined by the submitted hourly rates.

6.2 **Quotes for Materials:** The Contractor shall quote a percentage rate for materials he is to furnish for reimbursement on a "Cost Plus" basis.

6.3 **Quote for Emergency Response:** The contractor shall quote a rate to respond to all emergency requests. Emergency request are considered to be any maintenance/repair where the Contractor is asked by the Engineer to respond in 18 hours or less. This is a onetime cost associated with each emergency response. Any emergency responses that are the result of the Contractor's work will be done at no cost to the City.

6.4 **Sidewalk Work Unit Price:** Where sidewalk replacement is required as part of a Work Order, payment shall be based on a unit price per square yard. Materials, labor and equipment shall be included in that unit price per square yard. This unit price shall be included as a part of his bid. Sidewalk repairs and replacement are to be made at the direction and in conformance to standards established by the City of Atlanta, Public Services Division.

7.0 STANDARDS AND SPECIFICATIONS

7.1 General Statement: Effective July 1, 2011 the City of Atlanta adopted the Georgia Department of Transportation's (GDOT) Signal Design and Constructions guidelines.
These standards can be accessed via the web by going to:

The GDOT website which can be accessed by going to **www.GDOT.gov** **and Clicking on the *Standards* option under the *Georgia Department of Transportation: Official Site* option.**

<u>EXHIBIT F</u>

DRAWINGS

(N/A)

EXHIBIT G

ADDITIONAL REQUIRED SUBMITTALS

Exhibit G - WORK IN PROGRESS

The following contracts are currently in progress or in bid stage for the following OWNERS or Prime Contractors:

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop

NOTES:

Work Description: Describe work scope and then indicate if project stage.

Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan2004/Sep2007.

Exhibit G - WORK IN PROGRESS

The following contracts are currently in progress or in bid stage for the following OWNERS or Prime Contractors:

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop

NOTES:

Work Description: Describe work scope and then indicate if project stage.

Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan2004/Sep2007.

SUBCONTRACTOR EXPERIENCE STATEMENT

This statement of experience qualifications is submitted for the following subcontractor:

COMPANY NAME: _____ PHONE: _____
CONTACT: _____ E-MAIL: _____

ADDRESS:

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of a nature similar in type and magnitude to that set forth in the ITB extends over a period of _____ years.
3. Awarded contracts have been satisfactorily completed, except as follows (Name any and all exceptions and reasons therefore, attaching additional pages if necessary):

Exceptions	Reasons
a.	
b.	
c.	

4. The following contracts, covering work similar in type and magnitude to that set forth in the ITB, have been satisfactorily completed within the last five (5) years or are now in progress for the following OWNERS or prime contractors.
5. Column completion notes:

   a. Work Description: Describe work scope and then indicate if prime or subcontract.
   b. Start/Stop: Provide starting date and actual/forecast completion by mo/yr, e.g. Jan 93/Sep94.
   c. Schedule and Budget: State either "over", "on", or "under" the contract schedule and budget.

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

Exhibit G; SUBCONTRACTOR EXPERIENCE STATEMENT (continued)

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

Exhibit G - SAFETY AND HEALTH HISTORY FORM

1. EXPERIENCE MODIFICATION RATE

1A. List your firm's Interstate Experience Modification Rate (EMR) for the three (3) most recent years and total hours worked.

	20_____	20_____	20_____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

1B. If the state where the jobsite is located has an EMR rating system, provide the state EMR for the three (3) most recent years and total hours worked.

	20_____	20_____	20_____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

2. SAFETY PERFORMANCE

2A. List safety performance incident rates for the three (3) most recent years:

	20_____	20_____	20_____
a. OSHA Recordable Incident Rate	_____	_____	_____
b. Lost Workday Case Incident Rate	_____	_____	_____

2B. Use your OSHA No. 200 Log to fill in the three (3) most recent years:

	20_____	20_____	20_____
a. Number of first aid cases	_____	_____	_____
b. Number of lost workday cases.	_____	_____	_____
c. Number of restricted workday cases.	_____	_____	_____
d. Number of cases with medical attention only.	_____	_____	_____
e. Number of fatalities.	_____	_____	_____

3. Check your type of work:

__ Non-Residential Building
__ Heavy (Non-Highway) Construction
__ Mechanical
__ Electrical
__ Other (State Type): _____

__ Earthwork
__ Concrete
__ Architectural

SAFETY AND HEALTH HISTORY (Continued)

4. Are accident reports (OSHA 200) and report summaries sent to the following and how often?

	No	Yes	Monthly	Quarterly	Annually
a. Project Superintendent/Site Mgr.	___	___	___	___	___
b. Vice President/Mgr. of Construction	___	___	___	___	___
c. Safety Director	___	___	___	___	___
d. President of Firm	___	___	___	___	___

5. Do you hold site safety meetings for field employees both Manual and Non-Manual?
Yes ___ No ___

How Often?
Weekly ___ Bi-Weekly ___ Monthly ___ Less Often, As Needed ___

6. Do you conduct project safety inspections?
Yes ___ No ___

If yes, who conducts this inspection?

TITLE	HOW OFTEN?

7. How are accident records and accident summaries kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Accidents totaled for the entire company	___	___	___	___
b. Accidents totaled by project	___	___	___	___
(1) Subtotaled by superintendent	___	___	___	___
(2) Subtotaled by foreman	___	___	___	___

8. How are the costs of individual accidents kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Costs totaled for the entire company	___	___	___	___
b. Costs totaled by project	___	___	___	___
(1) Subtotaled by superintendent	___	___	___	___
(2) Subtotaled by foreman ___	___	___	___	___

SAFETY AND HEALTH HISTORY (Continued)

9. List key Safety and Health personnel planned for this project. Please list name, expected position and safety performance on their last three projects (OSHA Recordable and Lost Workday Case Incident (LWCI) rates). When a project has not been specified, list key company personnel.

NAME	POSITION	PROJECT	OSHA	LWCI

10. Do you have a written safety program?

Yes ___ No ___

If yes, submit a copy for evaluation.

11. Do you have an orientation program for new hires?

Yes ___ No ___

If yes submit a copy for evaluation. Does it include instruction on the following?

	Yes	No		Yes	No
a. Head protection	___	___	i. Fire protection	___	___
b. Eye protection	___	___	j. First aid facilities	___	___
c. Hearing Protection	___	___	k. Emergency procedures	___	___
d. Respiratory protection	___	___	l. Toxic substances	___	___
e. Safety belts and lifeline	___	___	m. Trenching and excavation	___	___
f. Scaffolding	___	___	n. Signs, barricades, flagging	___	___
g. Perimeter guarding	___	___	o. Electrical safety	___	___
h. Housekeeping	___	___	p. Rigging and crane safety	___	___
			q. Road Safety (Driving)	___	___

SAFETY AND HEALTH HISTORY (Continued)

12. Do you have a program for newly hired or promoted foremen?

Yes ___ No ___

If yes submit a copy for evaluation. Does it include the following?

	Yes	No		Yes	No
a. Safe work practices	___	___	e. First aid procedures	___	___
b. Safety supervision	___	___	f. Accident investigation	___	___
c. Toolbox meetings	___	___	g. Fire protection and prevention	___	___
d. Emergency procedures	___	___	h. New worker orientation	___	___

13. Do you hold craft "toolbox" safety meetings?

Yes ___ No ___

How Often?

Weekly ___ Bi-Weekly ___ Monthly ___ Less Often, As Needed ___

14. Do you have a written Hazard Communication program?

Yes ___ No ___

If yes, how is it implemented on each project?

15. Do you have/require Material Safety Data Sheets (M.S.D.'s) for material/chemicals/equipment?

Yes ___ No ___

If yes, explain field procedure for informing craft workers about potential hazards:

SAFETY AND HEALTH HISTORY (Continued)

16. List three (3) client references that could verify the quality and management commitment of your safety program.

	Name	Address	Phone No.
a.	_____	_____ _____	_____
b.	_____	_____ _____	_____
c.	_____	_____ _____	_____

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

OFFICE OF
CONTRACT COMPLIANCE
Larry Scott
Director
Lscott@atlantaga.gov

June 9, 2015

RE: Project No.: FC 8319, Installation, Relocation, Removal and Repair of Traffic Signals

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 2010 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
Interim 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 8319, Installation, Relocation, Removal and Repair of Traffic Signals

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement 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 **Installation, Relocation, Removal and Repair of Traffic Signals** 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

FORM EBO-1

OFFICE OF CONTRACT COMPLIANCE

SUBCONTRACTOR CONTACT FORM

List all subcontractors or suppliers (Majority & Minority Owned) that were contacted regarding this project

Name of Sub-Contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? *(Yes or No)*	Type of Work Solicited for	Business Ownership *(See Code below)*	Certification No. and Expiration Date	Results of Contact

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City ofAtlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent Name: _____ **Project Name:** _____ **FC#:** _____

Signature: _____ **Date:** _____

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: _____ _____

Form EBO-3

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: _____

FORM 4

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

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B

INSURANCE & BONDING REQUIREMENTS

FC-8139, Installation, Relocation, Removal, and Repair of Traffic Signals

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.**

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Appendix B, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured**.** In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Appendix B and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

i) Best's rating not less than A-,
ii) Best's Financial Size Category not less than Class VII, and

iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.

iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submits to City evidence of its compliance with these conditions.

Contractor/Consultant's failure to comply with all insurance and bonding requirements set forth in this Appendix B and applicable to the agreement will not relieve Contractor/Consultant from any liability under the agreement. Contractor/Consultant's obligations to comply with all insurance and bonding requirements set forth in Appendix B and applicable to the agreement will not be construed to conflict with or limit Contractor/Consultant's/Consultant's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Contractor/Consultant shall provide the City with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the

Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

6. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

8. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B and such insurance must be primary with respect to the Additional Insured. **Contractor/Consultant must submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subcontractor/Consultants/sub consultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

10. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation. . . . . **Statutory**
Employer's Liability:
Bodily Injury by Accident/Disease **$1,000,000 each accident**
Bodily Injury by Accident/Disease **$1,000,000 each employee**
Bodily Injury by Accident/Disease **$1,000,000 policy limit**

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **$1,000,000 per occurrence subject to a $2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/Subcontractor/Consultants
- ☒ Products – Completed Operations
- ☒ Explosion, Collapse and Underground (XCU) Liability
- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant’s personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **$3,000,000 per occurrence**.

☒ Coverage must follow form with primary policy
☒ May be used to achieve minimum liability limits
☒ Coverage must be as broad as primary policy

F. Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The following indicated extensions of coverage must be provided:

☒ All Risk Coverage
☒ Operational Testing Coverage included
☒ Loss Payee Endorsement

G. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an **annual amount of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

APPENDIX C

LOCAL BIDDER PREFERENCE PROGRAM

APPENDIX C- Local Bidder Preference Program

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APPENDIX C- Local Bidder Preference Program

STATEMENT OF POLICY

The City of Atlanta (the "**City**") has a significant interest in encouraging the creation of employment opportunities for its residents and for businesses located within the City. As a purchaser of goods and services, the City will benefit from expanded job and business opportunities for its residents and businesses through additional revenues generated by its activities. It is in the interest of the City and its residents to give preference on Local Projects to those Contractors who have direct physical and economic relationships with the City.

APPENDIX C- Local Bidder Preference Program

CERTIFICATION AS A LOCAL BIDDER

In order to be certified as a Local Bidder, a Contractor must submit a completed application to the Department of Procurement ("**DOP**"), and the applicant must be approved by the DOP.

A Contractor must submit a completed and signed application to become a Local Bidder before it will be allowed to receive a bid preference on a Local Project. In order to be approved as a Local Bidder and receive a bid preference on a Local Project, the application for approval as a Local Bidder and all supporting documents must be received by the DOP **no later than thirty (30) calendar days prior to the date the bids are received** on such Local Project. A Contractor who fails to submit an application for approval as a Local Bidder within thirty (30) calendar days prior to the date bids are received on an Local Project, and who otherwise meets the requirements for approval as a Local Bidder, shall be approved as a Local Bidder and receive a bid preference on such future Local Projects for which the date bids are received is at least thirty (30) calendar days after the date such application is received.

APPENDIX C- Local Bidder Preference Program

CRITERIA TO BE CERTIFIED AS A LOCAL BIDDER

To be certified as a Local Bidder, the Contractor **must** satisfy two (2) of the following criteria:

1. Verify that the Contractor's principal place of business is located in the City or that the Contractor has held a valid City business license for at least one (1) year prior to the date of the application.

2. Verify that a majority of the full time employees, chief officers, and managers of the Contractor have regularly conducted work and business in the City for at least one (1) year prior to the date of application.

3. Verify that a majority of the employees based at the Contractor's location(s) in the City have been residents of the City for at least one (1) year prior to the date of application.

4. Provide references or other means of verification acceptable to the DOP that the services the Contractor offers to the City have been provided by the Contractor in the City for at least one (1) year prior to the date of application. If the applicant is a Joint Venture or Mentor-Protégé team, each participant in the Joint Venture or Mentor-Protégé team must be approved independently as a Local Bidder in order for the Joint Venture or Mentor-Protégé team to receive the bid preference on Local Projects.

The application **must be typed, signed in blue ink** and provides instructions for required supporting documentation that Contractor must submit with the application for the criteria listed above.

APPENDIX C- Local Bidder Preference Program

TERM OF CERTIFICATION

The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. A Contractor must submit a new application for certification as a Local Bidder to the DOP and establish that it continues to meet the requirements contained in § 2-1188.1(d) in order to receive the bid preference on Local Projects.

Contractors certified as Local Bidders shall be under a continuing duty to immediately inform the DOP in writing of any changes in the Contractor's business if, as a result of such changes, the Contractor no longer satisfies the requirements contained in § 2-1188.1(d).

REQUIRED SUBMITALS WHEN PROJECT IS DESIGNATED AS LOCAL BIDDER PREFERENCE

Where bidders desire to receive a bid preference on this project, responses must include a copy of the City-issued Local Bidder Certificate or some other information which would confirm its local bidder preference certification status.

LOCAL BIDDER CERTIFICATION APPLICATION
CITY OF ATLANTA, DEPARTMENT OF PROCUREMENT
55 TRINITY AVE., SW, SUITE 1900, ATLANTA, GEORGIA 30303

PLEASE TYPE.
(ONLY APPROVED ELIGIBLE BIDDERS MAY BE CERTIFIED AS A LOCAL BIDDER. PLEASE PROVIDE A COPY OF YOUR NOTICE OF ELIGIBLE APPROVAL.)

I. BUSINESS NAME / DBA STREET ADDRESS CITY, STATE, ZIP CODE TELEPHONE

_____

CHECK ONE: ____ PARTNERSHIP ____ CORPORATION, GA ____ SOLE PROPRIETORSHIP ____ OTHER

PRINCIPAL OR CORPORATE OFFICE NAME STREET ADDRESS CITY, STATE, ZIP CODE TELEPHONE

_____

NAME OF OWNER (S) TITLE RESIDENCE ADDRESS CITY, STATE, ZIP CODE TELEPHONE

1. _____

2. _____

NAME OF OFFICERS OR PARTNERS: TITLE RESIDENCE ADDRESS CITY, STATE, ZIP CODE TELEPHONE

1. _____

2. _____

II. TO BE CERTIFIED AS A LOCAL BIDDER, AN ELIGIBLE BIDDER MUST SATISFY NO LESS THAN TWO (2) OF THE FOLLOWING CRITERIA LISTED BELOW. PLEASE SELECT **TWO** OF THE FOLLOWING CRITERIA WHICH YOU SATISFY TO APPLY FOR CERTIFICATION AS A LOCAL BIDDER. A COPY OF YOUR **BUSINESS LICENSE**, A COPY OF YOUR **ELIGIBLE BIDDER'S CERTIFICATE** AND ANY **ADDITIONAL DOCUMENTATION MUST BE SUBMITTED WITH THIS APPLICATION** TO VERIFY THAT YOU SATISFY THE SELECTED CRITERIA. INSTRUCTIONS FOR SUBMITTING DOCUMENTATION TO SATISFY EACH OF THE CRITERIA ARE LOCATED ON THE BACK OF THIS APPLICATION.

_____ 1. Verify that the Eligible Bidder's principal place of business is located in the City of Atlanta or that the Eligible Bidder has held a valid City of Atlanta business license for at least one (1) year prior to the date of application.

_____ 2. Verify that a majority of the full time employees, chief officers, and managers of the Eligible Bidder have regularly conducted work and business in the City of Atlanta for at least one (1) year prior to the date of application.

_____ 3. Verify that a majority of the employees based at the Eligible Bidder's location(s) in the City of Atlanta have been residents of the City of Atlanta for a least one (1) year prior to the date of application.

_____ 4. Provide references or other means of verification acceptable to the Department of Procurement that the services the Eligible Bidder offers to the City of Atlanta have been provided by the Eligible Bidder in the City of Atlanta for at least one (1) year prior to the date of application.

IF THE APPLICANT IS A JOINT VENTURE OR MENTOR-PROTÉGÉ TEAM, EACH PARTICIPANT IN THE JOINT VENTURE OR MENTOR-PROTÉGÉ TEAM MUST BE APPROVED INDEPENDENTLY AS A LOCAL BIDDER IN ORDER FOR THE JOINT VENTURE OR MENTOR- PROTÉGÉ TEAM TO RECEIVE THE BID PREFERENCE ON ELIGIBLE LOCAL PROJECTS.

III. *CERTIFICATION: THIS INFORMATION HEREIN IS REQUIRED BY § 2-1188.1 CODE OF ORDINANCES OF THE CITY OF ATLANTA, GEORGIA.*

I (NAME)_____ BEING THE (TITLE) _____

OF THE BUSINESS FIRM NAMED, DO HEREBY APPLY FOR LOCAL BIDDER CERTIFICATION. IN ACCORDANCE WITH LOCAL PREFERENCE ORDINANCE, CITY OF ATLANTA, GEORGIA: THE UNDERSIGNED CERTIFIES THAT HE/SHE IS THE PERSON DULY AUTHORIZED BY THE BUSINESS HEREIN NAMED TO FILE THIS APPLICATION FOR LOCAL BIDDER CERTIFICATION, INCLUDING THE ACCOMPANYING DOCUMENTATION AND STATEMENTS, AND THAT SAME ARE TRUE CORRECT AND COMPLETE.

APPLICANT SIGNATURE_____ _____THE _____ DAY OF _____ 20_____.

SIGNATURE MUST BE IN **BLUE** INK!

GENERAL INFORMATION FOR APPLICANTS

(A) Applicability: This local preference program shall apply to any City contract as described in Code § 2-1188, excluding competitive sealed proposals under Code § 2-1189, small purchases not exceeding $20,000 under Code § 2-1190, sole source procurement under Code § 2-1191, emergency procurement under Code § 2-1192, competitive selection procedures for professional and consultant services under Code § 2-1193, and federally-funded projects (referred to herein as "Eligible Local Projects").

(B) An Eligible Bidder must submit a completed and signed written application to become a Local Bidder ***before*** *it will be allowed to received a bid preference on an Eligible Local Project.*

(C) In order to be approved as a Local Bidder and receive a bid preference on an Eligible Local Project, the application for approval as a Local Bidder and ***all supporting documents*** *must be received by the Department of Procurement no later than thirty (30) calendar days prior to the date bids are received on such Eligible Local Project.*

(D) Term: The certification as a Local Bidder shall expire two (2) years from the date of the approval of the application. Following the expiration date, a business is no longer a Local Bidder. An Eligible Bidder must submit a new application for certification as a Local Bidder to the Department of Procurement and establish that it continues to meet the requirements of § 2-1188.1 in order to continue receiving the bid preference on Eligible Local Projects.

(E) Eligible Bidders certified as Local Bidders shall be under a continuing duty to immediately inform the Department of Procurement in writing of any changes in the Eligible Bidder's business, if as a result of such changes, the Eligible Bidder no longer satisfies the requirements.

ADDITIONAL INSTRUCTIONS FOR COMPLETING SECTION II

For each of the criteria you selected in Section II, the Department of Procurement requires that you submit the following supporting documentation with this application:

Line 1

If you have a City of Atlanta business license, please provide a copy. If you do not have a City of Atlanta business license, please provide a copy of Articles of Incorporation or Organization, or a copy of the Eligible Bidder's most recent federal income tax return, or if the Eligible Bidder is a partnership, provide a copy of the Partnership Agreement.

Line 2

Provide a list of all full time employees, chief officers, and managers at the Eligible Bidder's locations. For those employees, chief officers, and managers who regularly conducted work and business in the City of Atlanta for a least one (1) year prior to the date of application, please provide employee's name, business address, business phone number, a brief description of the work or business performed in the City of Atlanta, and the number of years such work or business has been performed in the City of Atlanta.

Line 3

Provide a list of all employees based at Eligible Bidder's locations. For those employees who have been residents of the City of Atlanta for at least one year prior to the date of application, provide employee's name, address, phone number and number of years at residence.

Line 4

Provide a notarized letter from at least three (3) customers of the Eligible Bidder, which letters shall include the following information: (a) a description of services provided by the Eligible Bidder to the customer that were performed at least one (1) year prior to the date of application; (b) the total dollar value of the services provided at least one (1) year prior to the date of application; and (c) a statement that the services the Eligible Bidder offers to the City of Atlanta have been provided by the Eligible Bidder in the City of Atlanta for at least one (1) year prior to the date of application.