REQUEST FOR PROPOSALS

FOR

DESIGN BUILD MLK, JR RECREATIONAL AND AQUATIC FACILITY

FC-8420

ATLANTA, GEORGIA

Amy Phuong
Commissioner
Department of Parks and Recreation

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

CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
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DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
asmith@atlantaga.gov

August 14, 2015

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a proposal for **FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility**. The City's DOP, on behalf of the Department of Parks and Recreation ("**DPR**"), is soliciting proposals from qualified firms to design and construct a recreational and aquatic center. The project includes the design, permitting and construction of a premier, iconic recreational and aquatic facility that incorporates the latest innovative and interactive features of recreation and leisure-based aquatic environments. The facility will be located at 110 Hillard St., S.E., Atlanta, GA 30303, several blocks east of downtown Atlanta on 1.77 acres adjacent to the existing Selena Butler Recreation Center and Park. This prime location is within walking distance of the newly built Atlanta Streetcar line to the north and the existing MLK, Jr. MARTA Station to the south.

A **Pre-Proposal Conference** will be held on **Tuesday, September 1, 2015, at 10:00 A.M. EDT**, at the DOP's Conference Room in Suite 1900. The purpose of the Pre-Proposal Conference is to provide Proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the DPR, the Ethics Office, the Office of Risk Management, and the Office of Contract Compliance available at the conference to discuss this project and to answer questions. A **Site Visit** is scheduled immediately following the Pre-Proposal Conference on **Tuesday, September 1, 2015.** The purpose of the Site Visit is to provide Proponents with an opportunity for a visual inspection of the site. Attendance at the Pre-Proposal Conference and Site Visit is ***strongly*** encouraged for each Proponent desiring to submit a proposal.

Proponents will be allowed to ask questions during the Pre-Proposal Conference. However, please note that oral answers to questions during the Pre- Proposal Conference on September 1, 2015, are not authoritative. The last date to submit questions is **Tuesday, September 8, 2015, at 5:00 P.M. EDT**. Questions will be responded to in the form of an addendum.

Your response to this Request for Proposals ("**RFP**") will be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, **no later than 2:00 P.M., Wednesday, September 30, 2015**.

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

Proponents' names will be publicly read at 2:01 P.M. on the respective due date at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303.

This RFP is being made available by electronic means. If accepted by such means, then the Proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Proponent's possession and the version maintained by 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 and the project number to Ms. Jill Watkins, Contracting Officer, at jewatkins@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 proposal document may also be obtained from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of $100.00 per package, beginning on Friday, August 14, 2015. All purchased solicitation documents include a solicitation package and scope of work booklet. If you have any questions regarding this project, please contact **Ms. Jill Watkins, Contracting Officer**, at (404) 865-8703, or by email at jewatkins@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the Plan Holder's List should be directed to 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 proposals when it is for good cause and in the best interest of the City.

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

Sincerely,

Adam L. Smith

ALS/jew

REQUEST FOR PROPOSALS
for
FC-8420, DESIGN BUILD MLK, JR RECREATIONAL AND AQUATIC FACILITY

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PART 1

INFORMATION AND INSTRUCTIONS TO PROPONENTS

FC-8420, DESIGN BUILD MLK, JR RECREATIONAL AND AQUATIC FACILITY

PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **Work Being Procured:** This Request for Proposals ("RFP") from qualified proponents ("Proponent" or "Proponents") by the City of Atlanta ("City"), on behalf of its Department of Parks and Recreation ("DPR"), seeks to procure work ("Work") for the following project: Contract No. FC-8420, Design Build MLK, Jr Recreational and Aquatic Facility ("Project"). The proposed Project will be owned by the City and operated by the DPR. Its location will be, 110 Hillard St., S.E., Atlanta, GA 30303, several blocks east of downtown Atlanta on 1.77 acres adjacent to the existing Selena Butler Recreation Center and park. Its prime location is within walking distance of the newly built Atlanta Streetcar line to the north and the existing MLK, Jr. Marta Station to the south. The RFP includes the following parts, including exhibits, attachments and appendices:

   - Part 1 – Information and Instructions to Proponents
   - Part 2 – Contents of Proposals / Required Submittals
   - Part 3 – Evaluation of Proposals
   - Part 4 – Required Procurement Documents
   - Part 5 – Standard Form of Agreement
   - Appendices

2. **Scope of Work:** The project consists of the design, permitting and construction of a premier, iconic Recreational and Aquatic Facility that incorporates the latest innovative and interactive features of recreation and leisure-based aquatic environments. Work to be rendered by the Proponent(s) to complete the project are provided in more detail in Exhibit B – Program Requirements documents included herein.

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

4. **Minimum Qualifications; Authority to Transact Business in Georgia:**

   4.1 Each Proponent must submit with its Proposal documentation that demonstrates it is duly authorized to conduct business in the State of Georgia.

   4.2 Proponent shall not have been terminated for cause from any City contract in the preceding ten (10) years nor shall Proponent have any active litigation or claims pending against the City of Atlanta, Georgia.

4.3 Proponent shall have successfully completed at least three (3) contracts involving construction of major recreational and aquatic facilities with a construction value of not less than $10,000,000 and must have been constructed within the last ten (10) years. At least one (1) of the three (3) projects shall have been fast-tracked and one (1) shall have been completed through a design-build (D-B) delivery method.

5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into a Design-Build Agreement and cannot be accepted by any Proponent to form a Design-Build Agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in City's Code of Ordinances and other applicable law.

6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement ("DOP"), 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than **2:00 p.m., EDT** (as verified by the Bureau of National Standards) on **Wednesday, September 30, 2015**. Any Proposal received after this time will not be considered and will be rejected and returned.

7. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for **Tuesday, September 1, 2015, at 10:00 a.m.**, at at the DOP's Conference Room in Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Work. A site tour will immediately follow the Pre-Proposal Conference. Proponents will be required to sign the waiver and release form included herein and submit to the City (at the time of the tour) as a condition of attending the site tour. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Work.

8. **Proposal Guarantee:**

8.1 Each Proponent is required to furnish a Proposal Guarantee in the amount of five percent (5%) of the Lump Sum Amount. At the option of the Proponent, the Proposal Guarantee may also be cash, a certified check payable to the order of City or a Proposal Bond as provided on Form 8 included in Part 4 herein. A surety executing a Proposal Bond must meet the requirements set forth in Appendix B-Insurance and Bonding Requirements attached to the Agreement included in this RFP.

8.2 No Proposal shall be considered unless it is accompanied by the required guarantee. The Proposal Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Proponent as required by the Agreement Documents.

8.3 Each Proponent agrees that, if it is awarded the Agreement and fails to execute provide all other documents required to consummate the transaction within fifteen (15) days of the award, City will retain the Proposal Guarantee as liquidated damages and not as a penalty.

CITY OF ATLANTA

KasimReed
Mayor

SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6204 Fax: (404) 658-7705
Internet Home Page: www.atlantaga.gov

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

August 4, 2015

ATTENTION QUALIFIED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement ("DOP"), a proposal for FC-XXXX, MLK, JR. RECREATIONAL & AQUATIC FACILITY (RFP). The City of Atlanta (the "City") is soliciting proposals from qualified firms to design & construct a Recreational & Aquatic Center for the Department of Parks & Recreation.

A Pre-proposal Conference will be held on Tuesday, August 25, 2015, at 10:00 a.m., at 55 Trinity Avenue, Suite 1900, City Hall South, Atlanta, Georgia 30303. A site visit will immediately follow the pre-proposal conference. If it is your intent to participate in the site visit, you are required to send an email to Mano Smith, CPPO, CPPB, at MOSmith@atlantaga.gov, on or before Tuesday, August 18, 2015. This email must identify the names of the individual(s) that will participate in the site visit. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Department of Parks & Recreation, Office of Risk Management, and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Proponents are urged to attend the Pre-proposal Conference.

The last date to submit questions is Tuesday, September 8, 2015. Questions will be responded to in the form of an Addendum.

Your response to this Request for Proposal ("RFP") must be submitted to and received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303, no later than 2:00 p.m., Wednesday, September 22, 2015.

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

Follow us on Twitter @ATLProcurerment and Facebook@ City of Atlanta Department of Procurement

The names of submitted proponents will be publicly read at 2:00 p. m. on the respective due date in Suite 1900, 5t Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.

This RFP is being made available by electronic means. If accepted by such means, then the proponent acknowledges and accepts full responsibility to insure that no changes are made to the RFP. In the event of conflict between a version of the RFP in the Respondent's possession and the version maintained by the Department of Procurement, the version maintained by the Procurement Department shall govern. The RFP document is available at www.atlantaga.gov.

You are required to email your business name, contact person, address, phone number, fax number and the project number to Mano Smith, CPPO, CPPB, Contract Administrator, at manosmith@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 RFP document may also be obtained from the Department of Procurement, City Hall South, Suite 1900, 55 Trinity Avenue, S.W., Atlanta, Georgia, 30303, at a cost of $100.00 per package. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Mano A. Smith, CPPO, CPPB, Contract Administrator, at (404) 330-6351, or by e-mail at manosmith@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to (404) 330-6024.

The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals when it is for good cause and in the best interest of the City. Thank you for your interest in doing business with the City.

Sincerely,

Adam L. Smith

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

9. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to, Jill E. Watkins, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 739-4683 or e-mail **jewatkins@atlantaga.gov**, and must be received by **5:00 p.m., EDT on Tuesday, September 8, 2015**. Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are **strictly prohibited** from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

10. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.

11. **Georgia Utility Contractor's License:** The Proponent shall provide its Georgia Utility Contractor's License Number and a copy of the license with the documentation submitted in Part 4 of this RFP. A utility Contractor's license number held by a Subcontractor or issued by another state does **NOT** fulfill this requirement in lieu of the Proponent's Georgia Utility Contractor's License.

12. **Preparation of Proposals:** All Proposals must be submitted on forms supplied by the City and shall be subject to all requirements of the Agreement Documents. All Proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Proposal by the Proponent.

    12.1 Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Proposal Cost 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 represent the Proposal Total amount. In the case of any Proposal item for which a fixed amount predetermined by the City has already been entered on the Proposal Cost Form, the amount so entered shall be conclusive of all Proponents 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.

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

12.3 Erasure or other changes in the Proposals must be explained or noted over the signature of the Proponent. Failure to do so shall render the Proponent as non-responsive and cause rejection of the Proposal.

12.4 Failure to execute the Proposal Cost Form documents may render the Proponent as non-responsive and cause rejection of the Proposal.

13. Georgia Open Records Act: Each Proponent shall refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.

14. How to Submit Proposals: The Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8420: Design Build MLK, Jr Recreational and Aquatic Facility**; and, the name and address of the Proponent. All proposals must be submitted to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement
55 Trinity Avenue, S.W.
City Hall South, Suite 1900
Atlanta, GA 30303-0307

14.1 A Proponent is required to submit one (1) original and seven (7) copies of its Informational Proposal. Each Informational Proposal must be submitted on 8½" x 11" single-sided, double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain an index and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

14.2 In addition to the hard copy submission, each Proponent must submit two (2) digital versions of its Proposal in Adobe Portable Document Format (PDF) on compact disk (CDs). CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy Proposal. CD Two (2) version should be a redacted version of your hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. Section 50-18-72) for those items of documents that can be redacted.

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

14.4 A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) original, marked "Original" and seven (7) copies of its Cost Proposal with its Informational Proposal.

15. **Execution of Proposal Documents:** Proponents shall submit their Proposals, together with the Proposal Guarantee and all forms which the Proponent is required to sign, executed in the appropriate manner as set forth below:

    15.1 If the Proponent is a corporation, all documents requiring execution by the Proponent 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.

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

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

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

    15.5 If the Proponent is a joint venture, each party to the joint venture shall execute the Proposal Documents in the manner set forth in this article as appropriate for this type of organization.

16. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in the Insurance and Bonding Requirements included in the appendix of this RFP.

17. **Applicable City Office of Contract Compliance ("OCC") Programs:** The OCC Programs applicable to this procurement are set forth in Appendix A; Office of Contract Compliance Requirements, included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.

18. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in Form 3; Proponent Financial Disclosure attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in the Form 4.2; Certification of Bonding Ability. A Proponent may include with that form and Form 4.1; Certification of Insurance Ability, (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guarantee agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial

institution (e.g., bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded.

19. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors or equipment manufacturers who's technical or financial ability or resources or whose experience are deemed inadequate.

20. **Examination of Proposal Documents:**

    20.1 Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Work. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Work in its Proposal.

    20.2 Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an Addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.

    20.3 City may in accordance with applicable law, by Addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued Addendum.

    20.4 Each Proponent must confirm Addenda have been received and acknowledge receipt by executing the Form 5: Acknowledgment of Addenda attached to this RFP.

21. **Oral Presentations**: Responsive Proponents may be required to participate in an oral presentation to the City Evaluation Committee. The Key Personnel (or some group thereof) identified in the Proponent's Proposal must be active participants in the oral presentation. The Proponent's presentation should demonstrate an understanding of the project and work to be provided. The City will notify responsive Proponent(s) of the date, time and location for the presentation and will provide an agenda or topics for discussion.

22. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance to the City of Atlanta Code of Ordinances.

23. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP. Subsequent to the award and within fifteen (15) days after the prescribed forms are presented for signature, the successful Proponent shall execute and deliver to the City six (6) copies of the Agreement as included in the Agreement Documents and provide performance and payment bonds and insurance

certificates. The failure of the successful Proponent to execute the Agreement and to supply the required bonds within fifteen (15) 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 Proponent shall forfeit the Proposal Guarantee and the City may either award the Agreement to the next most responsive Proponent or re-advertise for Proposals, and may proceed against the Proposal Bond of the defaulted Proponent. If a more favorable Proposal is received by re-advertising, the defaulting Proponent shall have no claim against the City for a refund.

24. Surety Bonds: Regarding submission of surety bonds prior to or subsequent to the Proposal submission, the following requirements pertain:

24.1 Any surety bond submitted in accordance with the Proposal 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;

24.2 Such bonds shall conform to the forms provided with the RFP and be completed in accordance with the instructions thereon; and

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

24.3.1 The performance bond shall remain in effect for two (2) years after final acceptance of the Work or the guaranty period under the Agreement, whichever is the longer.

24.3.2 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.

25. Laws and Regulations: The Proponent'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.

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

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

25.2 Applicable provisions of the Occupational Safety and Health Act must be observed during Work under this Agreement; and

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

26. **Agreement Terms:** Contractor shall be fully mobilized within the fifteen (15) calendar days after receipt of Notice to Proceed and shall substantially complete the Work by September 17, 2017 and fully complete the Work by October 17, 2017.

27. **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 Proponents is directed to the provisions of the Agreement Documents, which establish the basis for liquidated damages to be paid to the City in the event that the Work is not completed on schedule.

28. **Pre-Construction Conference**: A pre-construction conference may be held with the successful Proponent and all known Subcontractors at a time and place set by the City.

29. **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, article or Equipment so proposed is, in the opinion of the City, of equal substance and function. A Material, article or piece of Equipment shall not be purchased or installed by the Proponent without the City's written approval.

29.1 If the term "OR EQUAL" follows the names of approved manufacturers, then other manufacturers desiring approval may submit the product to the City for approval during the bidding phase. The manufacturer should include the following items in this pre-submittal:

29.1.1 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;

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

29.1.3 A complete set of submittal Drawings of similar Equipment that has been completed and placed into operation;

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

29.1.5 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;

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

29.1.7 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;

29.1.8 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

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

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

29.2.1 NOTE: Proposals based on Equipment, which has not received the approval of the City, will render the Proponent as non-responsive and cause rejection of the Proposal.

29.2.2 If the term "EQUAL TO" precedes the names of approved manufacturers in the Specifications, the Proponent may, after receiving the Notice to Proceed, submit Shop Drawings on the substitute product for the approval of the City.

29.2.3 Any Proponent 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 Proponent shall include in his Proposal 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.

29.2.4 Approval of the City 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.

30. Illegal Immigration: Each Proponent must complete and submit a Contractor's Affidavit, attached hereto as Form 1; Illegal Immigration Reform and Enforcement Act Forms with its Proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "Act"). Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any Proposal which does not include a completed Contractor's Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City

procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to https://e-verify.uscis.gov/enroll.

31. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. 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.

32. **Joint Venture**: Proponents will be required to form a Joint Venture ("JV"); each member of the JV will be required to fully complete and submit the required submittal forms in accordance with the instructions on the forms in Part 4.

33. **Conflict of Interest:** The City has contractual commitments and has engaged numerous firms providing/or have provided various professional services to the Owner for this Project. These firms and their respective sub-consultant firms may be contractually prohibited from participation in specific work phases of the Project. The Proponent (and successful Design-Builder) must ensure that all entities with which it contracts have reviewed their contractual obligations and that a conflict of interest would not exist by performing Work on the Project.

    The following contracts/pending contracts, by and through the respective contractors and sub-consultants, have and/or will provide for certain professional services to the City, by and through the Department of Parks and Recreation, for this Project, as Owner's Representatives. As such, the joint venture members for the following contracts named below shall be prohibited from participating as a Proponent, joint venture partner, or sub-contractor for this Project, which shall be considered a conflict of interest for purposes of the Agreement:

    33.1 FC- 4906 (Contracts A-E), Citywide Architectural Engineering and Design Services

    33.2 FC-7383, Citywide Architectural Engineering and Design Services (pending); and

    33.3 FC- 8115, Program and Construction Management Services for Renew Atlanta Bond Program (pending).

PART 2

CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

Part 2; Contents of Proposals/Required Submittals

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:

   1.1. Informational Proposal, suggested limit of fifty (50) pages; and

   1.2. Cost Proposal (Form provided by City at Part 4; Required Procurement Documents). Cost Proposal will become part of the Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement. A preliminary schedule of values shall be provided in the cost proposal for review by the City.

2. **Informational Proposals:** An Informational Proposal is comprised of two (2) sources of information:

   2.1. Volume I, information drafted and provided by a Proponent (suggested limit of fifty (50) pages); and

   2.2. Volume II, information provided by a Proponent on forms provided by the City (or required to be created by a Proponent) in this RFP.

   The Informational Proposals must be tabbed as indicated to reflect the sections listed in the below Outline.

3. Information Required to be Included in Informational Proposal:

   3.1. **Summary:** The following is a summary of information and presentation order required to be contained in an Informational Proposal :

   3.1.1 **Information Drafted and Provided by a Proponent:** This information should be included in a **Volume I** to a Proposal, suggested limit of fifty (50) pages:

   3.1.1.1. Executive Summary/Organizational Structure;

   3.1.1.2. Key Personnel, Overall Experience, Qualifications and Performance on Previous Similar Projects;

   3.1.1.3. Management Plan;

   3.1.1.4. Conceptual Submittal (Project Approach); and

   3.1.1.5. Sustainability Elements.

   3.1.2 Information Provided by a Proponent on Forms Provided by the City ("Required Submittals"): This information should be included in a Volume II to a Proposal:

   3.1.2.1. **Form 1**; Illegal Immigration Reform and Enforcement Act (IIREA) Forms;

   3.1.2.2. **Form 2**; Contractor Disclosure Affidavit and Questionnaire;

   3.1.2.3. **Form 3**; Proponent Financial Disclosure;

   3.1.2.4. **Form 4.1**; Certification of Insurance Ability;

3.1.2.5. **Form 4.2**; Certification of Bonding Ability;

3.1.2.6. **Form 5**; Acknowledgment of Addenda;

3.1.2.7. **Form 6**; Proponent Contact Directory;

3.1.2.8. **Form 7**; Reference List;

3.1.2.9. **Form 8**; Proposal Bond;

3.1.2.10. **Form 9**; Required Submittal Checklist;

3.1.2.11. Cost Proposal Form (This should be included in a separate sealed envelope and labeled "Cost Proposal");

3.1.2.12. Statement of Qualifications;

3.1.2.13. Safety Record Form;

3.1.2.14. Authority to Transact Business in the State of Georgia;

3.1.2.15. Georgia Contractor's License;

3.1.2.16. Georgia Utility Contractor's License;

3.1.2.17. Georgia Registered Architect License

3.1.2.18. Site Visit Release Form; and

3.1.2.19. Appendix A: Office of Contract Compliance Requirements forms and submittals, including Joint Venture Agreement, if applicable; and

NOTE: Every space on every form must be completed. If the form requires a Notary, please comply. Failure to complete each form as required may deem you non-responsive. If there are any questions regarding any form, it is strongly recommended that you submit your question(s) to the Contracting Officer listed in the RFP prior to the deadline for submitting questions.

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal. Each Outlined Item should be included in your Proposals and tabbed as indicated:

3.2.1 Executive Summary (Tab in Volume I):

3.2.1.1. **Cover Letter:** The executive summary must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should also designate the type of business entity that proposes to enter into a Contract with the City and the identity of any other business entities that will comprise the Proponent and include a brief history of the Proponent and statement of the Proponent's approach to providing the work solicited in this RFP.

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

- Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
- The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked together to complete a project of similar scope and size and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;
- A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/ subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/ subconsultant indicating that the firm concurs with the role and responsibility Proponent has described; and
- Litigation Disclosure Statement. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.
- The Executive Summary will be evaluated based on completeness of the information requested in a concise, easily understood form.

3.2.2 Organizational Structure (Tab in Volume I): The Organization will be evaluated based on completeness of the information requested in a concise, easily understood format. The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

3.2.2.1. Providing the Proponent's Management Organizational Chart for the Design-Build Team, both graphically and in narrative format for personnel proposed to perform actual Work on the Project and estimated percentage of work performed on the Project (e.g., Principal 0.5% of time, Project Manager, 100%, etc.). The Organizational chart and narrative should provide a description of the Proponent's views on how it will organizationally provide the Work, as well as depict the relationship of its key personnel roles to that of the Principal-in-Charge and other key members of the management team.

3.2.2.2. Providing a description of how this organizational structure will facilitate managing the Services requested and how an efficient flow of information will be realized from the organizational structure.

3.2.2.3. Providing the names of proposed candidates for each function on the chart.

3.2.3 Key Personnel/Resumes (Tab in Volume I):

3.2.3.1. Identify the Key Personnel that the Design-Builder will use to fill the following positions:

- Project Manager (e.g., the person providing overall responsibility; primary project contact with the City);
- Construction Manager;
- Construction Superintendent;
- Engineering Design Manager;
- Lead Structural Design Engineer;
- Lead Pool Consultant;
- Lead Electrical Engineer;
- Lead Mechanical Engineer;
- Lead Geotechnical Design Engineer; and
- Site Safety Officer.

3.2.3.2. Submission of these names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is need to replace Key Personnel during the course of the project, Proponent must describe its back-up personnel plan providing the City with approval of replacement personnel that meet the original criteria.

3.2.3.3. Key Personnel Experience demonstrating minimum qualifications described below in 3.2.3.4 and in the Overall Experience Section 3.2.4 below, shall be provided on the Statement of Proponent's Qualifications (Form provided by City at Part 4; Required Procurement Documents).

3.2.3.4. Proponent shall provide resumes for the following two (2) Key Personnel:

- Project Manager – Responsible for the overall performance and daily operations of the Design-Build project. Minimum qualifications include successful performance as Project Manager in the past ten years on at least two (2) recreational and aquatic construction projects with a per project value of not less than $10,000,000. Additionally, the Project Manager must have experience in a senior management role for a project with a value of not less than $10,000,000.
- Construction Superintendent – Responsible for the overall direction and supervision of on-site construction activities.

Minimum qualifications include successful performance as on-site Superintendent in the past ten (10) years on at least two (2) recreational and aquatic construction projects with a per project value of not less than $10,000,000.

3.2.3.4.1. Resumes should be organized as follows:

- Name and Title;
- Professional Background;
- Current and Past Relevant Employment;
- Education;
- Certifications;
- List of three (3) recent relevant projects, including:
- Client Name;
- Project description;
- Final or estimated construction cost;
- Role of the individual;
- Project start date and actual or anticipated completion date of the project; and
- Client List/Reference Contact.

3.2.3.4.2. For each resume provided, each Proponent must provide a minimum of two (2), one (1) to two (2) page letters of recommendation from clients for whom that individual has held a similar role within the past ten (10) years. The letter must state at a minimum:

- The role the individual held in the project;
- The original contract schedule to start and complete the project; and
- The actual start and completion dates of the project.

3.2.4 Overall Experience, Qualifications and Performance on Previous Projects (Tab in Volume I):

3.2.4.1. Proponent shall have successfully completed at least three (3) contracts involving construction of major recreational and aquatic facilities with a construction value of not less than $10 million. Projects shall have occurred within the last I0 years, with a minimum of one (1) of the projects completed through a design-build delivery method with a "Fast-Track" construction approach. Construction components of each project must include reinforced concrete, steel, piping, installation of mechanical equipment, electrical and swimming pool systems. The projects must have included formal Partnering with Owner, Contractor and Design Consultant, and should highlight the qualifications of the Proponent's Key Personnel proposed for this project.

3.2.4.2. Designer shall have successfully completed at least three (3) contracts involving design of major recreational and aquatic facilities with a

construction value of not less than $10 million. Projects shall have occurred within the last ten (10) years, with a minimum of one (1) of the projects completed through a design-build delivery method with a "Fast-Track" construction approach. Design components of each project must include reinforced concrete, steel, piping, installation of mechanical equipment, electrical and swimming pool systems. The projects must have included formal Partnering with Owner, Contractor and Design Consultant, and should highlight the qualifications of the Key Personnel proposed for this project.

3.2.4.3. The City requests that if Proponent is able to identify design and/or construction contracts that involved recreational and aquatic facilities having a construction value at or exceeding $20 million, please use these projects to fulfill experience qualifications requested above

3.2.4.4. Proponent shall identify whether the Contractor and Designer have formally partnered to provide similar services for recreational and aquatic facilities.

3.2.4.5. Proponent shall provide the names, addresses, and current phone numbers of a minimum of two (2) references for each project listed.

3.2.4.6. Proponent shall provide names, relevant experience and contract value of key subcontractors proposed. Key subcontractor(s) shall have at least two (2) projects where similar work has been completed in the last ten (10) years.

3.2.4.7. The Proponent, including all team members identified in the Proposal, must have an established Safety Program that, as a minimum, includes those items as listed on the attachment entitled "SAFETY RECORD FORM," included in Part 4 of this RFP. This information must be provided for each individual organization identified by the Proponent in their Proposal where applicable for this type of work

3.2.4.8. The Proponent's, including all team members identified in the Proposal, Workman's Compensation Ratings (EMR-Experience Modification Rate) must not exceed 1.0 for any year during the last three (3) years.

3.2.4.9. The Proponent's, including all team members identified in the Proposal, OSHA Incidence Rates must not exceed the most current Industry Standard published by the U.S. Department of Labor (2013), www.bls.gov/iif/oshsum.htm, for the last three (3) years for construction of buildings, NAICS code 23236 (i.e. total recordable case rate must not exceed 3.6; Injuries and Illness with Lost Work Days must not exceed 1.3; and, Injuries and Illness with Job Transfer or Restricted Work Days must not exceed 0.9). The following will be provided by the Proponent for each of their team members:

- Total Recordable Case Rates;
- Injuries and Illness with Lost Work Days; and

- Injuries and Illness with Job Transfer or Restricted Work Days.

3.2.4.10. If there have been any fatalities during the last five (5) years on any projects performed by the Design-Builder (to include all members of the Design-Build Team) or on any work performed under the direct supervision of a proposed Project Manager or Construction Superintendent and either was cited by OSHA for "Willful" or "Serious" in performing the work in which the fatality occurred, the Contractor will be disqualified based on the City's review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan. Proponent is to provide the following for each member of the Design Build Team:

- Fatalities during the last five (5) years where Contractor was cited by OSHA for "Willful" or "Serious" Violation; and
- Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for "Willful" or "Serious" Violation.

3.2.5 Management Plan (Tab in Volume I): Based on the Proponent's Organizational structure, describe how the Proponent will manage the Work to be provided, specifically addressing the following:

3.2.5.1. Proponent's approach to team leadership;

3.2.5.2. How the Proponent will:

3.2.5.2.1. Ensure proper communications amongst all members;

3.2.5.2.2. Assure the City that all Service(s) will be kept within any established time and budget constraints;

3.2.5.2.3. Establish and maintain the necessary cooperative relationships;

3.2.5.2.4. Coordinate all necessary project activities within that team relationship;

3.2.5.2.5. Establish a QNQC process that may include, but not be limited to, a QA/QC review team

3.2.5.3. Identify the methods, procedures and/or tools to be utilized to manage aforementioned project elements;

3.2.5.4. Proponent's proposed method to identify and resolve issues during the project duration and make critical decisions;

3.2.5.5. Proponents approach and general plan to transition project from the Substantial Completion and Final Acceptance stages to the City's operation and maintenance staff.

3.2.6 Conceptual Submittal (Project Approach) (Tab in Volume I): Proponent is required to provide a detailed narrative and visual renderings describing the proposed Facility. The narrative and renderings must include the distinct character of the facility, physical attributes, amenities, level of proposed services

and any other information necessary to fully describe the proposed facility, within the parameters of **Exhibit B: Program Requirements** (attached to the Part 5; Standard Form of Agreement) including, at a minimum, the following:

3.2.6.1. Identify any design or construction features that the Proponent represents will set the facility apart as an iconic Recreational & Aquatic Facility.

3.2.6.2. Provide the general color scheme, fixtures, casework, furniture and décor and the image sign and graphic elements.

3.2.6.3. Submit a maximum of ten (10) different color sketches depicting the proposed facility. Sketches may be 11" x 17" but must be folded to 8 ½" x 11" when submitted and should include:

- The overall design of the Facility.
- The Lobby area, meeting rooms and key common area amenities.
- The Gymnasium area.
- The Aquatic Area
- Site Plan
- Floor Plans

3.2.7 Sustainability Elements (Tab in Volume I): The design and construction of this Facility is required to meet, at a minimum, LEED Silver rating level. Proponent shall describe its proposed sustainability program for the Facility. Proposals should reflect sustainable development, demonstrating their ability to lower energy consumption, water use, waste (trash to landfills) and greenhouse gas emissions, and any others, to achieve the rating level.

3.2.7.1. Office of Contract Compliance Programs: The Proponent must present their approach, goals and/or methods to meet the applicable programs established by the City's Office of Contract Compliance.

3.2.7.2. Financial Capability: Proponent shall be evaluated on the strength of their financial condition and ability to furnish the necessary bonds.

4. **Cost Proposal.** Each Proponent must submit a Lump Sum Amount for the design build of the MLK, Jr. Recreational & Aquatic Facility as identified in the form provided in Part 4, Required Procurement Forms (Cost Proposal). The Lump Sum Amount shall include the Warranty conditions described herein. The Cost Proposal must support the Scope of Work – **Exhibit B: Program Requirements** (attached to the Part 5; Standard Form of Agreement) contained in the RFP and fully encompass all activities in the Proponent's Proposal.

5. **Submission of Proposals:** See Part 1, Paragraph 14.0, "How to Submit Proposals" of this RFP.

PART 3

EVALUATION OF PROPOSALS

PART 3: EVALUATION OF PROPOSALS

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

All Proposals will be evaluated using the following Evaluation Form:

Relative Weight	Graded Item	Score
5	Executive Summary *I* Organizational Structure	
15	Key Personnel, Overall Experience, Qualifications and Performance on Previous Projects	
10	Management Plan	
30	Conceptual Submittal (Project Approach)	
5	Sustainability Elements	
15	OCC Requirements	
10	Financial Capability	
10	Cost Proposal	
100%	**TOTAL SCORE**	

PART 4

REQUIRED PROCUREMENT DOCUMENTS

PART 4: REQUIRED SUBMITTAL FORMS

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

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

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

All Proponents 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. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

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

   Example 1, ABC, Inc. and XYZ, Inc. form and submit a Proposal 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 Proposal 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 Proposal 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 Proponent's Response to the RFP.

7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal 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: _____

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: _____

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 Affidavit (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 proposal 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 Proposal.

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

	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.	☐	☐

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

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

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

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

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

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

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

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

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

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

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee. **YES** ☐ **NO** ☐

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

_____

_____

_____

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 Proponents are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

> "I certify that this bid proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting 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."

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

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

Equal Employment Opportunity (EEO) Provision. All bidders or Proponents 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 proposal 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 proposal 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 Affidavit 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: _____, 20___

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)

Proponent Financial Disclosure (Page 1 of 5)

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

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

1. If the Proponent is an individual, financial disclosures for that individual must be provided.

2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

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

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

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

Address _____

Phone Number(s) _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.

   (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant ("CPA"), including:

   (i) Income Statement;
   (ii) Balance Sheet; and
   (iii) Statement of Cash Flows.

   (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant ("CPA"), including:

   (i) Income Statement;
   (ii) Balance Sheet; and
   (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.

   (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:

   (i) Income Statement;
   (ii) Balance Sheet;
   (iii) Satisfactory proof of Proponent's ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
   (iv) Two (2) banks or other institutional lenders' references; and
   (v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US $_____

Most recent three (3) years

	Year: 2012 (Thousands)	**Year: 2013** (Thousands)	**Year: 2014** (Thousands)
Current Assets	$.....	$.....	$.....
Current Liabilities	$.....	$.....	$.....
Property & Equip.	$.....	$.....	$.....
Working Capital	$.....	$.....	$.....
Sales/ Revenue	$.....	$.....	$ .....
Total Assets	$.....	$.....	$.....
Total Liabilities	$.....	$.....	$.....
Interest Charges	$.....	$.....	$.....
Net Income	$.....	$.....	$.....
Net-Worth	$.....	$.....	$.....

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20____

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

_____

Notary Public of _____(state)

My commission expires: _____

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20.

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

_____

Notary Public of _____(state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

Proponents **MUST** submit **a completed copy of this form executed by their insurance company**. Failure to submit completed form will result in the Proponent 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-___: _____ ("**Project**") and its corresponding **Appendix B for Insurance and Bonding Requirements;**

(c) Insurer certifies that if, as of the date written above, _____ ("**Proponent**") was selected as the successful Proponent for the Project, Insurer would provide insurance to Proponent for this Project in accordance with the terms set forth in the corresponding **Appendix B 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 Proponent 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 Proponent's security submitted with its offer and/or disqualify Proponent 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*]

Authorized Signatory

_____

By:_____

Print Name:_____

Title:_____

_____

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

Proponents **MUST** submit **a completed copy of this form executed by their surety.** Failure to submit completed form will result in the Proponent 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-___: _____ ("Project") and its corresponding **Appendix B for Insurance and BondingRequirements;**

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

(d) **Surety only**: The Surety states that Proponent'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 Proponent or that Proponent 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 Proponent 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 Proponent's security submitted with its offer and/or disqualify Proponent 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:_____

_____

Notary Public of _____ (state)
My commission expires: _____

Required Submittal (FORM 5)

Acknowledgment of Addenda

Proponents should sign below and return this form with their Proposal(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-**____; _____:

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

Dated the _____day of _____, 20__.

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

Required Submittal (FORM 6)

Proponent Contact Directory[1]

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

[1] The purpose of the Proponent 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 Proponent. This Proponent 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 Proponent's team:

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

Required Submittal (FORM 7)

Reference List

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

Reference: Name
Address
City, State, Zip
Phone
Fax

Project Title:

Contact Person: _____
Direct Telephone: _____
Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

Required Submittal *"Unless a Proponent Elects to Submit an Alternative Form of Payment"*
(FORM 8)

Proposal 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 **(OBLIGEE)**, in the penal sum of either: [i] _____ Dollars and Cents ($_____); or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-___**; _____, good and lawful money of the United States of America, to be paid upon demand of the OBLIGEE, 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 OBLIGEE, for **PROJECT NUMBER FC-__**; _____, a Proposal;

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

NOW THEREFORE: The conditions of this obligation are such that if the Proposal 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 Proposal and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the OBLIGEE, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said OBLIGEE, 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 OBLIGEE, 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 OBLIGEE and judgment is recovered, the SURETY shall pay all costs incurred by the OBLIGEE in such suit, including attorney's fees to be fixed by the Court.

PLEASE NOTE: If this Form 8 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 8.

Required Submittal *"Unless a Proponent Elects to Submit an Alternative Form of Payment"*
(FORM 8)

Proposal Bond (Page 2 of 2)

This Proposal Bond is for the Penal Sum of:

[i] _____ Dollars and Cents ($_____), being in the amount of 5% of the CONTRACT Sum; or [ii] 5% of PRINCIPAL'S Proposal amount for **PROJECT NUMBER FC-_____;** _____. The money payable on this Bond shall be paid to the OBLIGEE, for the failure of the Proponent 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 Proponent:
[Insert Corporate Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____
Signature:_____
Print Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

SURETY:

Signature:_____

Attorney-in-Fact:_____

Print Name: _____

Required Submittal (FORM 9)

Required Submittal Checklist

The following submittals shall be completed and submitted with each Proposal see table below "Required Proposal Submittal Check Sheet." Please verify that these submittals are in the envelope before it is sealed. *Disclaimer:* **It is each Proponents sole responsibility to ensure that their proposal 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 Proposal, signed and dated, and seven (7) complete copies of the Original Proposal including all required attachments.

In addition to the hard copy submissions, each Proponent shall submit two (2) digital versions of its Proposal 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 Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal 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 Proponent's printed Proposal Submission and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent's printed material (Hard Copy). Each CD should be labeled with the Project Number, Project Name, and the CD Number.

Item Number	Required Proposal Submittal Check Sheet	Check ☐
1	**Volume I** – Informational Proposal: ☐ Executive Summary ☐ Organizational Structure ☐ Resumes of Key Personnel ☐ Overall Experience, Qualifications and Performance on Previous Similar Projects ☐ Management Plan ☐ Conceptual Submittal (Project Approach) ☐ Sustainability Elements	
2	**Volume II** - Office of Contract Compliance (**Appendix A** Required Submittals Forms 1-5)	
3	**Volume II** – All Required Procurement Documents (**if any of the required submittal documents are not submitted or incomplete within your Proposal 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 ☐ Form 2; Contractor Disclosure Form ☐ Form 3; Proponent Financial Disclosure ☐ Form 4.1; Certification of Insurance Ability ☐ Form 4.2; Certification of Bonding Ability ☐ Form 5; Acknowledgement of Addenda ☐ Form 6; Proponent Contact Directory ☐ Form 7; Reference List ☐ Form 8; Proposal Bond ☐ Form 9; Required Submittal Checklist ☐ Statement of Qualifications ☐ Safety Record Form ☐ Authority to Transact Business in the State of Georgia ☐ Joint Venture Agreement ☐ Georgia Contractor's License ☐ Georgia Utility Contractor's License ☐ Georgia Registered Architect License	
3A	**Separate Sealed Envelope** ☐ **Cost Proposal**	
4	**Proponent's Official Company Name:** **Company Physical Address:**	
5	**President/Vice President/Owner Name:** **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	
6	**Primary Point-of-Contact Concerning RFP:**_____ **Title:**_____ **Office Telephone Number:**_____ **Direct Cell Telephone Number:**_____ **Email Address:**_____	

Required Submittal

COST PROPOSAL

FROM:
Proponent's Name: _____
Proponent's Address: _____
_____
_____

FOR:
Project Name: FC-8420, Design Build MLK, Jr. Recreational & Aquatic Facility

ITEMS:

No.	DESCRIPTION	TOTAL
1	Lump Sum Amount	
2	Owners Allowance	$2,625,000.00
3	Partnering Allowance	$2,000.00
4	LEED Certification Process Allowance	$150,000.00
	TOTAL OF 1-4:	

PROPOSAL TOTAL ITEMS 1 THROUGH 4, INCLUSIVE, THE AMOUNT OF:

_____

DOLLARS ($_____).

Required Submittal

Statement of Proponent's Qualifications

STATEMENT OF PROPONENT'S QUALIFICATIONS

This Statement is to accompany proposals submitted for the following project: **FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility. Proponents must meet the minimum qualification criteria set forth under items 5, 7, 8, 9 10, and 11 of this section and must provide the organization chart as set forth under item 6 of this section to be deemed a "Responsible and Responsive Proponent".**

1. NAME OF PROPONENT: _____

2. BUSINESS ADDRESS: _____

_____

3. TELEPHONE NUMBER: _____

4. OFFICIAL REPRESENTATIVE AND TITLE: _____

_____

5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were completed or assigned to your firm or joint venture, including: Name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (If a joint venture, list separately for each joint venture partner.) Limit to 5.

   Proponent shall have successfully completed at least three (3) contracts involving construction of major recreational and aquatic facilities with a construction value of not less than $10,000,000 and must have been constructed within the last ten (10) years. At least one (1) of the three (3) projects shall have been fast-tracked and one (1) shall have been completed through a design-build (D-B) delivery method.

6. Provide the following information for the organization proposed for this project:

   a. Organizational chart.

   b. Indicate the participation by the various members in the organization, as shown on the organizational chart; in the management; and in the division of work (If a joint venture, indicate percent of man hours and percent of project cost to be performed by each joint venture member).

7. Using the forms provided in this Section, provide information for key project personnel: Project Manager, Construction Manager, Construction Superintendent, Engineering Design Manager, Lead Structural Design Engineer, Lead Pool Consultant, Lead Electrical Engineer, Lead Mechanical Engineer, Lead Geotechnical Design Engineer, and Site Safety Officer.

a. Project Manager – Responsible for the overall performance and daily operations of the Design-Build project. Minimum qualifications include successful performance as Project Manager in the past ten years on at least two (2) recreational and aquatic construction projects with a per project value of not less than $10,000,000. Additionally, the Project Manager must have experience in a senior management role for a project with a value of not less than $10,000,000.

b. Construction Superintendent – Responsible for the overall direction and supervision of on-site construction activities. Minimum qualifications include successful performance as on-site Superintendent in the past ten (10) years on at least two (2) recreational and aquatic construction projects with a per project value of not less than $10,000,000.

c. Construction Manager, Engineering Design Manager, Lead Structural Design Engineer, Lead Pool Consultant, Lead Electrical Engineer, Lead Mechanical Engineer, Lead Geotechnical Design Engineer, and Site Safety Officer – List projects previously completed or current projects in which personnel performed work similar in scope and complexity to this project and in the role for which they will occupy in this project.

8. The Proponent must have an established Safety Program that as a minimum includes those items as listed on the attachment entitled *"SAFETY RECORD FORM,"* Section IV Safety Program Information where applicable to this type of work.

9. The Proponent's Workman's Compensation Ratings (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years (provided for each team member).

   Proponent's Workman's Compensation Ratings (EMR-Experience Modification Rate) _____

10. The Proponent's, including all team members identified in the Proposal, OSHA Incidence Rates must not exceed the most current Industry Standard published by the U.S. Department of Labor (2013), www.bls.gov/iif/oshsum.htm, for the last three (3) years for construction of buildings, NAICS code 23236 (i.e. total recordable case rate must not exceed 3.6; Injuries and Illness with Lost Work Days must not exceed 1.3; and, Injuries and Illness with Job Transfer or Restricted Work Days must not exceed 0.9). The following will be provided by the Proponent for each of their team members:

    a. Total Recordable Case Rates,

    b. Injuries and Illness with Lost Work Days;

    c. Injuries and Illness with Job Transfer or Restricted Work Days.

11. "If there have been any fatalities during the last five (5) years on any projects performed by the Proponent or on any work performed under the direct supervision of a proposed Project Manager and the Proponent or proposed Project Manager was cited by OSHA for

"Willful", in performing the work in which the fatality occurred, the Proponent will be disqualified based on the City's review. The Proponent may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan."

a. Fatalities during the last five (5) years where Proponent was cited by OSHA for "Willful" or "Serious" Violation. _____

b. Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for "Willful" or "Serious" Violation._____

The previous statements and attachments are true, correct, and complete to the best of my knowledge.

Date: _____

Proponent's Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me

This ____ day of _____ , 2015

Notary Public

Required Submittal

Statement of Proponent's Qualifications

STATEMENT OF PROPONENT'S QUALIFICATIONS

Project Name	
Project Type & Design	
Project Location	
Design Builder	
Key Personnel's Role	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Relevant Project Experience from Project:	
Initial Contract Amount	$
Final Contract Amount	$
Reason for Cost increase, if any	
Project Duration	Date Started: Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components as they apply to this proposal	

STATEMENT OF PROPONENT'S QUALIFICATIONS

Required Submittal

Statement of Proponent's Qualifications

KEY PERSONNEL EXPERIENCE

NAME: _____

TITLE: _____

Project Name	
Project Type & Design	
Project Location	
Design Builder	
Key Personnel's Role	
Owner's Representative: Name and Phone Number	
Design Engineer's Representative: Name and Phone Number	
Relevant Project Experience from Project:	
Initial Contract Amount	$
Final Contract Amount	$
Reason for Cost increase, if any	
Project Duration	Date Started: Date Completed:
Was Project Completed on Time?	
If not Completed on Time, Why?	
Description of Major Project Components as they apply to this proposal	

I. General Information

Name of Firm:	
Business Address:	
Telephone:	Fax:
Prepared by/Title:	Date prepared:

II. Experience Modification Rates

A. *List your firm's Workers Compensation Experience Modification Rates (EMR) for the last three years.*

Year	Experience Modification Rate (EMR)

III. OSHA Incidence Rates

A. *List your firm's Occupational Safety Health Administration (OSHA) total recordable incidence rates for the last three years.*

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate*

* Use your OSHA Form No. 200 and the formula:

(Total Incidents x 200,000 hours) ÷ (Number of hours worked) = Incidence Rate

III. OSHA Incidence Rates (cont'd)

B. Provide your incidence rates over the last three years for the following categories:

	Incidence Rate by Year*		
Category	**Year** _____	**Year** _____	**Year** _____
Injuries and Illness with Lost Work Days			
Injuries and Illness with Job Transfer or Restricted Work Days			

* Use your OSHA Form No. 200 and the formula:

(Total Incidents x 200,000 hours) ÷ (Number of hours worked) = Incidence Rate

C. Provide your incidences of fatality over the last five years:

	Fatalities by Year				
Category	**Year** _____	**Year** _____	**Year** _____	**Year** _____	**Year** _____
Number of Fatalities					

D. Does your firm have any upheld OSHA citations in the past five years?

Yes ☐ No ☐ (If yes, attach explanation)

IV. Safety Program Information

A. Do you have a written safety program?

Yes ☐ No ☐ (If yes, attach outline)

B. Which of the following does your safety program contain:

1. Does your company require health and safety training of its subcontractors?

   Yes ☐ No ☐

2. Is documentation of health and safety training required?

   Yes ☐ No ☐

3. Do you have a Hazard Communication Program (29 CFR 1910.1200, CCR Title 8 Section 5194)?

   Yes ☐ No ☐

4. Do you have a Confined Space Entry and Rescue Program (29 CFR 1910.146, CCR Title 8 Section 5156-5159)?

Yes ☐ No ☐ (If yes, attach explanation)

5. Do you have a "Hot Work" permit program (29 CFR 1910.146, CCR Title 8 5156-5159)?

   Yes ☐ No ☐ (If yes, attach explanation)

6. Do you have a "Lock-Out/Tag-Out" program (29 CFR 1910.417)?

   Yes ☐ No ☐ (If yes, attach explanation)

C. *Do you have an Equipment Maintenance Program for the following:*

1.	Miscellaneous construction tools and equipment?	Yes ☐	No ☐
2.	Ladders?	Yes ☐	No ☐
3.	Scaffolds?	Yes ☐	No ☐
4.	Heavy Equipment?	Yes ☐	No ☐
5.	Vehicles?	Yes ☐	No ☐

D. *Do you have a new employee safety orientation program?*

Yes ☐ No ☐

1. If yes, does it include instruction in the following:

(a)	Company Safety Policy	Yes ☐	No ☐
(b)	Company Safety Rules	Yes ☐	No ☐
(c)	Safety Meeting Attendance	Yes ☐	No ☐
(d)	Company Safety Record	Yes ☐	No ☐
(e)	Hazard Recognition	Yes ☐	No ☐
(f)	Hazard Reporting	Yes ☐	No ☐
(g)	Injury Reporting	Yes ☐	No ☐
(h)	Non-Injury Accident Reporting	Yes ☐	No ☐
(i)	Personal Protective Equipment	Yes ☐	No ☐
(j)	Respiratory Protection	Yes ☐	No ☐
(k)	Fire Protection	Yes ☐	No ☐
(l)	Housekeeping	Yes ☐	No ☐
(m)	Toxic Substance	Yes ☐	No ☐
(n)	Electrical Safety	Yes ☐	No ☐
(o)	Fall Protection	Yes ☐	No ☐
(p)	First-Aid/CPR	Yes ☐	No ☐
(q)	Driving Safety	Yes ☐	No ☐
(r)	Hearing Conservation	Yes ☐	No ☐
(s)	Lock-Out/Tag-Out	Yes ☐	No ☐
(t)	Bloodborne Pathogens	Yes ☐	No ☐
(u)	Asbestos	Yes ☐	No ☐
(v)	Confined Spaces	Yes ☐	No ☐
(w)	Hazard Communication	Yes ☐	No ☐

IV. Safety Program Information (cont'd)

E. Do you conduct safety meetings for your employees? Yes ☐ No ☐

1. If yes, how often:

   Daily ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ As Needed ☐

F. Do you conduct health and safety audits of work in progress?

Yes ☐ No ☐

1. If yes, who conducts the audits?

   _____

2. How often are the audits conducted?

   _____

G. Do you notify all employees of accidents and precautions related to accidents and near misses?

Yes ☐ No ☐

1. If yes, how is this notification accomplished?

   (a) Safety meetings Yes ☐ No ☐
   (b) Post notification in office Yes ☐ No ☐
   (c) Post notification at the site where the incident occurred Yes ☐ No ☐
   (d) Other _____

H. Is safety a criteria in evaluating the performance of:

1. Employees Yes ☐ No ☐
2. Supervisors Yes ☐ No ☐
3. Management Yes ☐ No ☐

I. Does your firm hold "tailgate" safety meetings? Yes ☐ No ☐

1. If yes, how often:

   Daily ☐ Weekly ☐ Bi-weekly ☐ Monthly ☐ As Needed ☐

J. Does your company have a drug and alcohol testing policy?

Yes ☐ No ☐

K. Does your company require that subcontractors participate in a drug surveillance/testing program?

Yes ☐ No ☐

L. Does your company have a method of disseminating safety information?

Yes ☐ No ☐

Required Submittal

AUTHORITY TO TRANSACT BUSINESS IN GEORGIA

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

Copy of authorization must be included in Proposal

Required Submittal

JOINT VENTURE AGREEMENT

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

Copy of Joint Venture Agreement must be included in Proposal

Required Submittal

GENERAL CONTRACTOR'S LICENSE

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

Copy of License must be included in Proposal

Required Submittal

GEORGIA UTILITY CONTRACTOR'S LICENSE

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

Contractor's Name: _____

Utility Contractor's License Number: _____

Expiration Date of License: _____

FC Number and Project Name: **FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility**

Copy of License must be included in Proposal

Required Submittal

GEORGIA REGISTERED ARCHITECT LICENSE

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

Copy of License must be included in Proposal

Required Submittal
(Submit at the time of Site Visit)

Site Visit Release Form
FC-8420, DESIGN BUILD MLK, JR. RECREATIONAL AND AQUATIC FACILITY (Solicitation)

Permission; Release: As part of the above referenced Solicitation, the City of Atlanta and its agents, employees and consultants ("City") grants the undersigned, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below (collectively, "Proponent") access to 110 Hillard St., S.E., Atlanta, GA 30303 premises ("Facility(ies)"), for the purpose of assessing the work Site, as may be reasonably necessary for the purposes of developing a response to the Solicitation. The Proponent's access is expressly conditioned upon Proponent's execution and agreement to this "Site Tour Release Form", as follows:

Proponent, on behalf of itself and any of its agents, affiliates, employees and/or authorized representatives listed below acknowledges that the Facility(ies) are owned and operated by the City as a (vacant lot), which has inherent risks, dangers and hazardous conditions located on the premises as part of the day-to-day operations of the Facility(ies). Proponent further acknowledges and agrees that any of Proponent's actions or efforts related to taking any sampling of substances present inherent dangers and risks to Proponent, for which the Proponent is solely responsible and liable, including without limitation, providing any and all personnel, equipment safety measures and exercising the appropriate degree of safety and control as may be necessary and appropriate for such efforts. The City makes no representations or warranties of any kind as to the degree of safety, fitness or suitability of the Facility(ies) for the purpose of entering the Facility(ies) for any sampling, testing or inspection of the Facility(ies). Proponent agrees to accept and assume all risks arising directly or indirectly out of the site visit(s), entry, inspection, sampling or testing by Proponent to or of the Facility(ies). Proponent agrees that the City shall have no duty of care to keep the Facility(ies) safe for entry or use. Proponent agrees that the City does not grant its permission, assume responsibility or incur liability for any injury, death, loss or damage to any person or property arising out of the activities of Proponent on the Facility(ies), and Proponent hereby releases the City and its employees, consultants and other agents from any and all actions, causes of action, suits, claims, liabilities, losses, damages, judgments and executions of any kind arising after the date hereof that Proponent, or its employees, representatives, affiliates and/or agents may have by reason of, arising out of, related to, or resulting from any visit, entry, inspection, study, test or other action by Proponent.

Indemnity and Hold Harmless: Notwithstanding any general liability or other insurance that may be maintained by Proponent, Proponent shall defend, indemnify and hold the City harmless (using counsel reasonably satisfactory to the City) from any and all actions, causes of action, suits, claims, liens, demands, liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees) and damages of any kind or nature that the City sustains or incurs by reason of or in connection with any visit, entry, inspection, study, test or other actions by Proponent; provided, however, that the indemnity obligations of Proponent shall not apply to any liability of damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence or willful misconduct of the City and its agents or employees.

Required Submittal
(Submit at the time of Site Visit)

Confidential Information: Proponent recognizes that their employee and/or agent may be exposed to Confidential Information and that the City desires to prevent unauthorized disclosure of such information. Except as required by law or by a court of competent jurisdiction, each party agrees that it will not disclose any Confidential Information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents.

Acknowledged and agreed this ____ day of _____, 20____.

Proponent and Proponent's Authorized Representatives

Name: _____
Title: _____
Company:_____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Name: _____
Title: _____
Company:_____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Name: _____
Title: _____
Company:_____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Name: _____
Title: _____
Company:_____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

Name: _____
Title: _____
Company:_____
Telephone Number: _____
E-mail Address: _____
Fax Number: _____

PART 5

STANDARD FORM OF AGREEMENT

STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER - LUMP SUM

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Standard Form of Agreement Between Owner and Design-Builder - Lump Sum

This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.

This **AGREEMENT** is made as of the _____ day of _____in the year of 20__, by and between the following parties, for services in connection with the Project identified below.

OWNER: THE CITY OF ATLANTA
(Name and address)

City of Atlanta
Department of Parks and Recreation
233 Peachtree St., N.E.
Atlanta, GA. 30303

DESIGN-BUILDER:

PROJECT: FC-8420 Design Build MLK, Jr. Recreational & Aquatic Facility

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, and Change Orders to this Agreement issued in accordance with the Standard Form General Conditions of Contract ("General Conditions of Contract");

2.1.2 The Basis of Design Documents, including the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any, contained in the Design-Builder's Proposal, which shall specifically identify any and all deviations from Owner's Project Criteria;

2.1.3 This Agreement, including all exhibits, appendices, and attachments, executed by Owner and Design-Builder:

2.1.4 General Conditions of Contract;

2.1.5 Special Conditions of Contract;

2.1.6 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract;

2.1.7 Miscellaneous documents prepared and approved by Owner as required submittals for RFP; and

2.1.8 Legislation authorizing Contract between Owner and Design-Builder.

2.2 **Completeness of Documents.** The Design Builder's signature of the Agreement is a representation to Owner that Design Builder has visited the site where the Work will be performed, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents. Except for any error, inconsistencies, conflicts, or omissions reported to Owner by Design-Builder as set forth in Article 3 herein, by signing the Agreement the Design-Builder represents that it has analyzed the Contract Documents and that they are sufficiently complete and detailed for the Work required herein and are consistent with the best practices in the construction and design industries.

Article 3

Interpretation and Intent

3.1 Omitted.

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, or between the Contract Documents and applicable standards or Legal Requirements, the Design-Builder shall 1) provide the better quality or greater quantity of Work and 2) comply with the more stringent requirement unless directed otherwise in writing by the City. Design-Builder shall take field measurements and verify existing field conditions prior to ordering materials or performing any Work and shall be responsible for the correctness of such measurements. Design-Builder shall not be entitled to any additional compensation or an extension of the Contract Time(s) arising from its failure to verify existing field conditions.

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 Omitted.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be the property of the City upon payment therefore. The City shall retain the ownership and intellectual property interests of the Work Product, including copyright interests associated with the Work Product.

4.2 Non-Disclosure Requirements. Due to the sensitive nature of the Project, Design-Builder acknowledges and agrees that it must implement and maintain adequate safeguards to reduce unnecessary distribution of drawings, specifications, and other documents, as well as electronic data generated or received by Design-Builder under this Agreement or relating to the Project ("Materials"). Design-Builder shall limit the distribution of Materials to those third parties involved in the design, pricing, permitting, or construction of the Project. The Design-Builder shall incorporate the non-disclosure requirements of this Article 4.2 in all of its subcontracts and sub-consultant agreements.

4.3 Omitted.

4.4 Omitted.

4.5 Omitted.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence within five (5) days of Design-Builder's receipt of Owner's Notice to Proceed ("Date of Commencement") unless a different time is required in the Owner's Notice to Proceed.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than Five Hundred Forty-Five (545) calendar days after the Date of Commencement ("Scheduled Substantial Completion Date").

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates"), if any, shall be achieved as set forth in Owner's Project Criteria, the other Contract Documents, or as follows: (Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion). N/A

5.2.3 Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 **Time is of the Essence.** Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 **Liquidated Damages.** Design-Builder understands that if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by zero (0) days of Substantial Completion Date, (the "LD Date"), Designer-Builder shall pay Owner One Thousand Dollars ($1,000.00), as liquidated damages for each calendar day that Substantial Completion extends beyond the LD Date.

5.5 Design-Builder understands that if Final Completion is not achieved within zero Thirty (300 days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within zero (0) days of Substantial Completion, Design-Builder shall pay to Owner five Hundred Dollars ($500.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.

5.6 The Liquidated Damages set forth in Articles 5.4 and 5.5 are hereby agreed upon as fixed liquidated damages due the City for Design-Builder's failure to complete the Work within the Contract Time(s). Design-Builder and its surety shall be liable for any liquidated damages in excess of the amount due Design-Builder.

5.6.1 If the Design-Builder's schedule projects an untimely completion with unexcused delay and the City in good faith believes that retainage will be insufficient to cover the City's damages, Design-Builder agrees that the City may withhold additional funds to assure the payment of the liquidated damages owed by Design-Builder.

5.6.2 The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City and Design-Builder due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the City as a result of the failure on the part of Design-Builder to complete the Work within the Contract Time(s) specified in the Contract Documents. Liquidated Damages as they accrue may be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing the City; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Contract Documents. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to Design-Builder or its surety. Any excess amount owing to the City as liquidated damages shall be paid upon demand by Design-Builder or its surety.

5.7 Omitted.

Article 6

Contract Price

6.1 **Contract Price.** Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract the sum of _____ ($_____) ("Contract Price"), subject to adjustments made in accordance with the General Conditions of Contract. Unless otherwise provided in the Contract Documents, the Contract Price is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements.

6.2 Markups for Changes. If the Contract Price requires an adjustment due to changes in the Work, and the cost of such changes is determined under Sections 9.4.1.3 or 9.4.1.4 of the General Conditions of Contract, the following markups shall be allowed on such changes:

6.2.1 For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of Five percent (5%) of the additional costs incurred for that Change Order.

6.2.2 For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:

An amount equal to the sum of Five percent (5%) applied to the direct costs of the net reduction (which amount will account for a reduction associated with Design-Builder's Fee).

6.3 Allowance Items and Allowance Values.

6.3.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the Owner's Project Criteria, other Contract Documents, or attached as an Exhibit or Appendix hereto.

6.3.2 Omitted.

6.3.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining a written Work Authorization or Change Directive to proceed from Owner.

6.3.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

6.3.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.3.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.4 Performance Incentives.

6.4.1 Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit _____. N/A

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner on the _____ (___) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within forty-five days after Owner's receipt and approval of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract.

7.1.3 Design-Builder acknowledges and agrees that all payments related to this Agreement are subject to the limitations set forth in Article 6.3 of the General Conditions.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain ten percent (10%) of each Application for Payment as retainage provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner may, in the Owner's sole discretion, reduce retainage to five percent (5%).

7.2.2 Within thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract.

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment within sixty (60) days after Owner's receipt and approval of the Final Application for Payment, provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 The Contract Documents completely supersede 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. Design-Builder 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 fullest 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.

7.5 Record Keeping and Finance Controls. With respect to changes in the Work performed on a cost basis by Design-Builder pursuant to the Contract Documents, Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to Work performed on a cost basis in accordance with the Contract Documents, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties.

Article 8

Termination for Convenience

8.1 The City shall have the right to terminate this Agreement without cause upon seven (7) calendar days' written notice to Design-Builder. In the event of such termination for the City's convenience, Design-Builder's recovery against Owner shall be limited to Work performed through the date of termination, calculated on a percent complete basis, together with any retainage withheld, as well as Design Builder's reasonable demobilization costs, if applicable. Design-Builder shall not be entitled to any other or further recovery against

Owner, including, but not limited to, anticipated profit on work not performed. In no event shall Design-Builder be entitled to a "cost-plus" recovery from Owner.

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual(s) listed below as the City's Representative(s) with authority to administer the Agreement as set forth in Section 3.4 of the General Conditions: *(Identify individual's name, title, address and telephone numbers)*

Commissioner
City of Atlanta, Department of Parks and Recreation
233 Peachtree St., N.E., Suite 1600
Atlanta, GA 30303
w/ a copy to the Project Manager (to be designated prior to the Date of Commencement)
404-546-7973

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual(s) listed below as Design-Builder's Representative(s), which have the authority and responsibility set forth in Article 2 of the General Conditions: *(Identify individual's name, title, address and telephone numbers)*

Name:
Title:
Address:
Phone:
Email:

9.2.2 Omitted

Article 10

Bonds and Insurance

10.1 Design-Builder shall procure the insurance and bonding required by Appendix B to this Agreement.

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

11.1.1 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.

11.1.2 Fraud and misrepresentations. Any written or oral information provided by Design-Builder 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. Design-Builder 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. Design-Builder 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**. Design-Builder agrees to place signage provided by the City regarding the Integrity Line at the location to which Design-Builder's employees report to perform the Work required by this Agreement. Design-Builder acknowledges and agrees that a finding of fraud or other impropriety on the part of the Design-Builder 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. Design-Builder agrees to include this clause in its subcontracts and contracts with its Design Consultants and take appropriate measures to ensure compliance with this provision.

[Signatures on the following page.]

OWNER:

CITY OF ATLANTA

By:_____
Mayor

ATTEST:

_____
Municipal Clerk (SEAL)

RECOMMENDED:

_____
Commissioner, Department of
Parks and Recreation

APPROVED:

_____
Chief Procurement Officer

APPROVED AS TO FORM:

_____
City Attorney

DESIGN-BUILDER: [IF JOINT VENTURE]
[INSERT NAME OF JV]

By: [INSERT NAME OF JV PARTNER]

By:_____

Name (print):_____

Title:_____

Attest:

_____(seal)
Corporate Secretary

By: [INSERT NAME OF JV PARTNER]

By:_____

Name (print):_____

Title:_____

Attest:

_____(seal)
Corporate Secretary

[INSERT ALTERNATIVE SIGNATURE BLOCKS FOR DESIGN-BUILDER FOR APPROPRIATE CORPORATE STRUCTURE]

FOR A SINGLE CORPORATION

CITY OF ATLANTA

By:_____
Mayor

ATTEST:

_____
Municipal Clerk (SEAL)

RECOMMENDED:

_____
Commissioner, Department of
Parks and Recreation

APPROVED:

_____
Chief Procurement Officer

APPROVED AS TO FORM:

_____
City Attorney

DESIGN-BUILDER

By: [INSERT NAME OF CORPORATION]

By:_____

Name (print):_____

Title:_____

Attest:

_____(seal)
Corporate Secretary

FOR A LIMITED LIABILITY CORPORATION (LLC)

CITY OF ATLANTA

By:_____
Mayor

ATTEST:

_____
Municipal Clerk (SEAL)

RECOMMENDED:

_____
Commissioner, Department of
Parks and Recreation

APPROVED:

_____
Chief Procurement Officer

APPROVED AS TO FORM:

_____
City Attorney

DESIGN-BUILDER

By: [INSERT NAME OF LLC]
ITS: MANAGING MEMBER

By:_____

Name (print):_____

Title:_____

NOTARY PUBLIC

_____**(SEAL)**

MY COMMISSION EXPIRES:

EXHIBITS

EXHIBIT A

STANDARD FORM OF GENERAL CONDITIONS

STANDARD FORM OF GENERAL CONDITIONS OF CONTRACT BETWEEN OWNER AND DESIGN-BUILDER

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Article 1

General

1.1 Mutual Obligations

1.1.1 *Owner and Design-Builder* commit at all times to cooperate fully with each other, and proceed on the basis of trust and good faith, to permit each party to realize the benefits afforded under the Contract Documents.

1.2 Basic Definitions

1.2.1 *Agreement or Contract* refers to the executed contract between Owner and Design-Builder.

1.2.2 *Basis of Design Documents* are as follows: For these General Conditions, the Basis of Design Documents are the Owner's Project Criteria, Design-Builder's Proposal and the Deviation List, if any.

1.2.2.1 *Change* means any change in the Work authorized by the City in writing, including Field Changes, Change Directives, Work Authorizations, or Change Orders.

1.2.2.2 *Change Directive* means a written order prepared by the City and signed by the City directing a Change in the Work prior to or absent an agreement on adjustment, if any, in the Agreement Price or Agreement Time, or both.

1.2.2.3 *Change Order* means a written agreement signed by the Owner and Design-Builder establishing their written agreement upon all of the following: (1) the change in the Work that includes the addition or reduction of Work; (2) the amount of the adjustment, if any, in the Contract Price; and (3) the extent of adjustment, if any, in the Contract Time(s). A Change Order does not include a Field Change, Work Authorization, or Change Directive.

1.2.2.4 *City* refers to the City of Atlanta, State of Georgia in the United States of America.

1.2.2.5 *City Representative* has the meaning set forth in Section 3.4.

1.2.2.6 *Confidential Information* means information concerning the City which is not generally known to the public and is not subject to public disclosure through the Georgia Open Records Act.

1.2.3 *Construction Documents* are the documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design-Builder consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by Section 2.4 of these General Conditions of Contract.

1.2.4 *Day* or *Days* shall mean calendar days unless otherwise specifically noted in the Contract Documents.

1.2.5 *Design-Build Team* is comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

1.2.6 *Design Consultant* is a qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder, to furnish design services required under the Contract Documents. A Design Sub-Consultant is a qualified, licensed design professional who is not an employee of the Design Consultant, but is retained by the Design Consultant or employed or retained by

anyone under contract to Design Consultant, to furnish design services required under the Contract Documents.

1.2.6.1 *Field Change* means a Change in the Work that that does not require an adjustment in the overall Contract Price, overall Contract Time(s), established budget line items or quantities, or use of allowance items or contingency funds, which is required as a result of field conditions that require such adjustments. A Field Change does not include a Work Authorization, a Change Order or a Change Directive and must be agreed upon in writing and executed by an authorized City representative and the Design-Builder..

1.2.7 *Final Completion* is the date on which the City has beneficial use of the Project, all Work is finally completed to the satisfaction of the City, and the City has confirmed in writing that Design-Builder has achieved Final Completion. The requirements of Final Completion shall also include but not be limited to, any items identified in the punch list prepared under Section 6.6.1 and the submission of all documents set forth in Section 6.7.2.

1.2.8 *Force Majeure Events* are those events that are beyond the control of both Design-Builder and Owner, including the events of war, floods, earthquakes, epidemics, adverse weather conditions not reasonably anticipated, and other acts of God.

1.2.9 *General Conditions of Contract* refer to these General Conditions of Contract between Owner and the Design-Builder.

1.2.10 Omitted.

1.2.11 Omitted.

1.2.12 *Hazardous Conditions* are any materials, wastes, substances and chemicals deemed to be hazardous under applicable Legal Requirements, or the handling, storage, remediation, or disposal of which are regulated by applicable Legal Requirements.

1.2.12.1 *Key Personnel* means the personnel of Design-Builder identified in Article 2.1.

1.2.12.2 *Key Subcontractors* means the Subcontractors identified in Article 2.1.

1.2.13 *Legal Requirements* are all applicable federal, state and local laws, codes, ordinances, rules, regulations, orders and decrees of any government or quasi-government entity having jurisdiction over the Project or Site, the practices involved in the Project or Site, or any Work.

1.2.13.1 *Owner* means the City of Atlanta, a municipal corporation of the State of Georgia in the United States of America.

1.2.14 *Owner's Project Criteria* are developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Builder's performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, design performance specifications, design specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements. The Owner's Project Criteria may also include the scope of work and Specifications, the drawings and reports, special conditions, appendices to the Agreement, and the other requirements of the Contract Documents.

1.2.15 *Site* is the land or premises on which the Project is located.

1.2.16 *Subcontractor* is any person or entity retained by Design-Builder as an independent contractor to perform a portion of the Work and shall include materialmen and suppliers.

1.2.17 *Sub-Subcontractor* is any person or entity retained by a Subcontractor as an independent contractor to perform any portion of a Subcontractor's Work and shall include materialmen and suppliers.

1.2.18 *Substantial Completion* or *Substantially Complete* means the date on which the Work is sufficiently complete in accordance with the Contract Documents so that Owner (i) can occupy and has use of the Project for its intended purposes, (ii) the Design Builder has fulfilled all requirements for Substantial Completion set forth in Article 6,, and (iii) the City's authorized representative has confirmed in writing that the Project has achieved Substantial Completion.

1.2.19 *Work* is comprised of all Design-Builder's design, construction and other services required by the Contract Documents, including procuring and furnishing all materials, equipment, services and labor reasonably inferable from the Contract Documents.

1.2.20 *Work Authorization* means a written order executed by the City and Design-Builder, which authorizes utilization of an allowance or contingency item, as may be permitted and defined by the Contract Documents. Work Authorization(s) are used to document a Change in the Work that adds, changes or removes scope of work from the Contract but does not change the Contract Time(s) or the Contract Price. A Work Authorization does not include a Change Order, a Field Change or a Change Directive.

1.2.21 *Work Product* has the meaning set forth in Article 4 of the Agreement.

Article 2

Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder's Representative shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Representative shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Design-Builder's Representative may be replaced only with the mutual agreement of Owner and Design-Builder. The following persons are identified by the Design-Builder as its key personnel that will provide the Work required by the Contract Documents (Proponents may provide documentation with equivalent information to augment forms.):

2.1.1.1 Key Personnel:
a. Overall Project Manager
b. Construction Manager
c. Construction Superintendent
d. Project Manager for Design Consultant
e. Lead Pool Consultant
f. Lead Electrical Engineer
g. Lead Structural Engineer
h. Lead Mechanical Engineer
i. Lead Geotechnical Design Engineer
j. Safety Officer

2.1.1.2 Key Subcontractors:
a. Design Consultant
b.
c.

2.1.1.3 Design-Builder shall not transfer, reassign or replace Key Personnel and/or Key Subcontractors identified in Articles 2.1.1.1 and 2.1.1.2, except as the result of retirement, voluntary resignation, involuntary termination for cause in Design-Builder's sole discretion, illness, disability, or death, during the term of this Agreement without the prior written approval from the Owner.

2.1.2 Design-Builder shall provide Owner with a weekly status report detailing the progress of the Work, including (i) whether the Work is proceeding according to schedule, (ii) whether discrepancies, conflicts, or ambiguities exist in the Contract Documents that require resolution, (iii) whether health and safety issues exist in connection with the Work;; and (iv) other items that require resolution so as not to jeopardize Design-Builder's ability to complete the Work for the Contract Price and within the Contract Time(s).

2.1.3 Unless a schedule for the execution of the Work has been attached to the Agreement as an exhibit at the time the Agreement is executed, Design-Builder shall prepare and submit, at least three (3) days prior to the meeting contemplated by Section 2.1.4 hereof, a schedule for the execution of the Work for Owner's review and response. The schedule shall indicate the dates for the start and completion of the various stages of Work, including the dates when Owner information and approvals are required to enable Design-Builder to achieve the Contract Time(s). The schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve Design-Builder of its obligations to complete the Work within the Contract Time(s), as such dates may be adjusted in accordance with the Contract Documents. Owner's review of, and response to, the schedule shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.4 The parties will meet within seven (7) days after execution of the Agreement to discuss issues affecting the administration of the Work and to implement the necessary procedures, including those relating to submittals and payment, to facilitate the ability of the parties to perform their obligations under the Contract Documents.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide through qualified, licensed design professionals employed by Design-Builder, or procured from qualified, independent licensed Design Consultants, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents within the Contract Time(s). Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Design Consultant.

2.3 Standard of Care for Design Professional Services.

2.3.1 The standard of care for all design professional services performed to execute the Work shall be the highest degree of care and skill used by members of the design profession practicing under similar conditions at the same time and locality of the Project.

2.4 Design Development Services.

2.4.1 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications

setting forth the Project requirements. Interim design submissions shall be consistent with the Basis of Design Documents, as the Basis of Design Documents may have been changed through the design process set forth in this Section 2.4.1. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes to the Basis of Design Documents, or, if applicable, previously submitted design submissions. Changes to the Basis of Design Documents shall be processed in accordance with Article 9. Minutes of the meetings, including a full listing of all Changes, will be maintained by Design-Builder and provided to all attendees for review. Following the design review meeting, Owner shall review and approve the interim design submissions and meeting minutes.

2.4.2 Design-Builder shall submit to Owner Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The parties shall have a design review meeting to discuss, and Owner shall review and approve, the Construction Documents in accordance with the procedures set forth in Section 2.4.1 above. Design-Builder shall proceed with construction in accordance with the approved Construction Documents and shall submit approved Construction Documents to Owner prior to commencement of construction and provide copies of such approved Construction Documents to Owner.

2.4.3 Owner's review and approval of interim design submissions, meeting minutes, and the Construction Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither Owner's review nor approval of any interim design submissions, meeting minutes, and Construction Documents shall be deemed to transfer any design liability from Design-Builder to Owner.

2.4.4 To the extent not prohibited by the Contract Documents or Legal Requirements, Owner may direct Design-Builder to prepare interim design submissions and Construction Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the Construction Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 The Contract Price and/or Contract Time(s) shall be adjusted to compensate Design-Builder for the effects of any changes in the Legal Requirements enacted after the date of the Agreement affecting the performance of the Work. Such effects may include, without limitation, revisions Design-Builder is required to make to the Construction Documents because of changes in Legal Requirements.

2.6 Government Approvals and Permits.

2.6.1 Unless otherwise directed by the Contract Documents, Design-Builder shall obtain and pay for all necessary permits, approvals, licenses, government charges and inspection fees required for the prosecution of the Work by any government or quasi-government entity having jurisdiction over the Project.

2.6.2 In the event Owner elects to obtain certain permits directly, Design-Builder shall provide reasonable assistance to Owner in obtaining those permits.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or

a separate contractor, Design-Builder shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities and other temporary facilities to permit Design-Builder to complete construction of the Project consistent with the Contract Documents.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Owner may reasonably object to Design-Builder's selection of any Subcontractor.

2.7.4 Design-Builder assumes responsibility to Owner for the proper performance of the Work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Owner and any Subcontractor or Sub-Subcontractor, including but not limited to any third-party beneficiary rights.

2.7.5 Design-Builder shall coordinate the activities of all Subcontractors. If Owner performs other work on the Project or at the Site with separate contractors under Owner's control, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

2.7.6 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or a portion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work or applicable portions thereof to permit Owner to occupy the Project or a portion of the Project for its intended use.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to (i) all individuals at the Site, whether working or visiting, (ii) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site, and (iii) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a Safety Representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. The Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors and Sub-Subcontractors of their own contractual and legal obligations and responsibility for (i) complying with all Legal Requirements, including those related to health and safety matters, and (ii) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all materials and equipment furnished as part of the construction, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any manufacturer's warranty which provides Owner with greater warranty rights than set forth in this Section 2.9 or the Contract Documents. Design-Builder agrees to assign to the Owner at the time of Substantial Completion of the Work all manufacturer's warranties relating to the Work, and further agrees to perform the Work in such manner so as to preserve any and all such manufacturer's warranties.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 hereof, within a period of one year from the date of Substantial Completion of the Work, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within three (3) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such three (3) day period, Owner, in addition to any other remedies provided under the Contract Documents, may commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder and its surety shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the three (3) day period identified herein shall be deemed inapplicable.

2.10.3 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents. Additionally, the warranties set forth in this Article 2 and elsewhere in the Contract Documents shall survive Final Completion of the Work. All warranties identified in the Contract Documents are in addition to the rights, remedies, and redress that the City has at law or in equity, and none of Design-Builder's warranties shall be deemed a sole or exclusive remedy to the City.

Article 3

Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with

Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals of interim design submissions and Construction Documents. Design-Builder shall provide Owner with at least fourteen (14) days for Owner's review of any such submissions and documents, unless a shorter review period is otherwise agreed to by Owner.

3.1.3 Omitted.

3.2 Furnishing of Services and Information.

3.2.1 Omitted.

3.2.2 Omitted.

3.3 Financial Information.

3.3.1 Design-Builder 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, Design-Builder is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Design-Builder'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 Design-Builder may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Design-Builder agrees that if it provides goods or services to the City under an agreement that has not received proper legislative authorization or if Design-Builder 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 Design-Builder. Design-Builder 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.

3.3.2 Omitted.

3.4 Owner's Representative.

3.4.1 The City will have the authority to designate a representative (the "City Representative" or "City Engineer") who may: serve as primary interface and the single-point of communication for the provision of the Work; have day-to-day interaction with Design-Builder to address issues relating to this Agreement; and to the extent provided under the Code, 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 Design-Builder hereunder shall be subject to the review of the City Representative. The City Representative may disapprove of any submission, if in the City Representative's reasonable opinion, the Work, document or item is not in accordance with the requirements of the Contract Documents or sound professional principles, or is impractical, uneconomical or unsuited for the purposes for which the Work, document or item is intended. If any of the said items or any portion thereof are so disapproved, Design-Builder shall revise and/or correct the Work such that it meets the approval of the City Representative at no additional cost to the City.

3.5 Government Approvals and Permits.

3.5.1 Omitted.

3.5.2 Owner may provide reasonable assistance to Design-Builder in obtaining those permits, approvals and licenses that are Design-Builder's responsibility. No action or refusal to act by the City in connection with the provision of permits, approvals, or licenses related to the Work will relieve Design-Builder from any of its obligations under the Contract Documents. The Design-Builder acknowledges and agrees that any action or refusal to act by the City in connection with the provision of permits, approvals, or licenses related to the Work cannot serve as the basis of a claim for adjustment of the Contract Price and/or the Contract Time(s) and Design-Builder waives and releases any such claims.

3.6 Owner's Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by separate contractors under Owner's control. Owner shall contractually require its separate contractors to cooperate with, and coordinate their activities so as not to interfere with, Design-Builder in order to enable Design-Builder to timely complete the Work consistent with the Contract Documents.

Article 4

Hazardous Conditions and Investigation of Site Conditions

4.1 Hazardous Conditions.

4.1.1 Upon encountering any Hazardous Conditions, Design-Builder will stop Work immediately in the affected area and duly notify Owner immediately and, if required by Legal Requirements, all government or quasi-government entities with jurisdiction over the Project or Site. Design-Builder agrees to take necessary measures to ensure that the Hazardous Conditions are remediated or rendered harmless and will also take necessary measures to mitigate the Hazardous Conditions as directed by an Owner directed containment and remediation plan.

4.1.2 Omitted.

4.1.3 Omitted.

4.1.4 Subject to the limitations set forth in Article 8 of these General Conditions, Design Builder shall have the right to request an extension of the Contract Time(s) and an adjustment in the Contract Price in accordance with the requirements of Articles 9 and 10 of the General Conditions in the event that a Hazardous Condition, which was not caused by Design-Builder or anyone for whom it is responsible, impacts the critical path of Design Builder's schedule.

4.1.5 Omitted.

4.1.6 Owner is not responsible for Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable. To the fullest extent permitted by law, Design-Builder shall indemnify, defend and hold harmless Owner and Owner's officers, directors, employees and agents from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from those Hazardous Conditions introduced to the Site by Design-Builder, Subcontractors or anyone for whose acts they may be liable.

4.1.7 Design-Builder shall give all notices and comply with all Legal Requirements bearing on the safety of persons or property or their protection from damage, injury, or loss.

4.1.8 Design-Builder 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.

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

4.1.10 Design-Builder shall promptly remedy all damage or loss to any property caused in whole or in part by Design-Builder, 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 or anyone directly or indirectly employed by any of them in any way, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of Design-Builder.

4.1.11 Design-Builder shall not load or permit any part of the Work to be loaded so as to endanger its safety.

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

4.2 Design-Builder's Investigation of Site Conditions

Design-Builder acknowledges that it has taken steps necessary to ascertain the nature and location of the Work and that it has investigated and satisfied itself as to the general and local conditions which can affect the Work and its costs. The Design-Builder also acknowledges that it has satisfied itself as to the character, quality, and quantity of surface and subsurface materials or obstacles to be encountered or difficulties or access insofar as this information is ascertainable from an inspection of the Site, and available documents, including all information from exploratory or geotechnical work done by the Owner (if any) and its design consultants (if any) as well as from the Contract Documents. The Design-Builder has the right to request permission from the City to make any additional tests necessary to assure itself that the site conditions are satisfactory for the Work contemplated by the Contract Documents. The City agrees not to unreasonably withhold permission for any additional testing requested by Design-Builder.

4.3 Design-Builder's Analysis of Owner's Project Criteria and the Contract Documents

Before presenting its proposal to the City, and continuously after the execution of the Agreement, Design-Builder shall carefully study and compare the Owner's Project Criteria and other Contract Documents and shall at once report any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to Legal Requirements. By submitting its proposal for the Agreement and the Work under it, Design-Builder agrees that the Contract Documents, along with any supplementary written instructions issued by or through the City that have become a part of the Contract Documents, appear accurate, consistent, and complete. No claims shall be made by Design-Builder based on claims of defects, errors, omissions, ambiguities or inconsistencies in the Owner's Project Criteria or other Contract Documents which were reasonably discoverable by a review of the Contract Documents and correlation thereof with the actual conditions at the Site. No observation of the City or its representatives, and no inspections, tests or approvals shall relieve Design-Builder from its obligation to perform its obligations in accordance with the Contract Documents. The Design-Builder acknowledges that the City is relying upon the Design-Builder's expertise as a qualified design professional and contractor. Accordingly, Design-Builder represents and warrants that it has determined, by its own investigation, research, and professional judgment that all the conditions affecting the Work and materials to be furnished and by signature of this Agreement represents and warrants that it shall perform the Work in accordance with the Contract Documents within the Contract Time(s) for the Contract Price.

THE CITY, ITS AGENTS AND EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY

OF ANY NATURE WHATSOEVER TO DESIGN-BUILDER CONCERNING THE CONTRACT DOCUMENTS. By the execution hereof, Design-Builder further acknowledges and represents that it has received, reviewed and carefully examined the Contract Documents, has found them to be accurate, adequate, consistent, coordinated and sufficient for design and construction, and that Design-Builder has not, does not, and will not rely upon any representations or warranties by the City concerning such documents as no such representations or warranties have been or are hereby made. Design-Builder acknowledges and agrees that its obligation to design and construct the Work in accordance with the Contract Documents is not in any way altered or affected by the observations or inspections of the City. Further, Design-Builder acknowledges and agrees that any warranty periods included herein merely set forth the time period during which Design-Builder is contractually required to specifically perform corrective work and that these warranty periods are not and shall not be construed to be exclusive remedies of the City. Instead, Design-Builder acknowledges and agrees that it shall be liable to the City for the cost of correcting Work not performed in accordance with the Contract Documents for the full period of the applicable statute of limitations.

Article 5

Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder is responsible for procuring and maintaining the insurance for the coverage amounts all as set forth in Appendix B Insurance and Bonding Requirements.

5.1.2 Design-Builder's insurance shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project.

5.1.3 Omitted.

5.1.4 Professional liability insurance required by Appendix B shall specifically delete any design-build or similar exclusions that could compromise coverages because of the design-build delivery of the Project. Such policies shall be provided prior to the commencement of any design services hereunder.

5.2 Omitted

5.3 Omitted

5.4 Bonds and Other Performance Security.

5.4.1 Design-Builder shall furnish a Performance Bond and a Labor and Material Payment Bond each in the penal amount of at least the Contract Price. The bonds must meet all applicable statutory requirements, be provided substantially in the form required by Appendix B, and must be issued by a surety that is reasonably acceptable to Owner and licensed in the State of Georgia. Design-Builder shall provide the bonds to Owner prior to commencement of Work and as a condition precedent to any payment that would otherwise be due to Design-Builder.

5.4.2 Omitted.

5.5 Insurance and Bonding Requirements are not a Limit of Design-Builder's Liability.

Design-Builder acknowledges and agrees that the insurance and bonding required by this Article 5 and other applicable Contract Documents shall not serve as a limitation of Design-Builder's liability to the City.

Article 6

Payment

6.1 Schedule of Values.

6.1.1 Unless required by the Owner upon execution of this Agreement, within ten (10) days of execution of the Agreement, Design-Builder shall submit for Owner's review and approval a schedule of values for all of the Work. The Schedule of Values will (i) subdivide the Work into its respective parts, (ii) include values for all items comprising the Work and (iii) serve as the basis for monthly progress payments made to Design-Builder throughout the Work.

6.1.2 Omitted.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents and/or established at the meeting required by Section 2.1.4 hereof. The Application for Payment will be substantially in the form attached to this Agreement as Appendix C.

6.2.2 Omitted.

6.2.3 Omitted.

6.2.4 The Application for Payment shall constitute Design-Builder's representation that the Work described herein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier.

6.3 Withholding of Payments.

6.3.1 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 Design-Builder to promptly make payments to Subcontractors or its Design Consultants; (d) reasonable evidence that the Work cannot be completed for the Contract Price; (e) reasonable evidence that the Work will not be completed within the Contract Time(s); (f) failure to carry out the Work in accordance with the requirements of the Contract Documents; (g) failure to comply with the insurance and bonding requirements of the Contract Documents; (h) Design-Builder's insolvency or reasonable evidence that Design-Builder fails to pay its debts as they come due; (i) Liquidated Damages owed the City; or (j) a material failure of the Design-Builder to comply with any of the requirements of the Contract Documents.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement.

6.4 Interest.

6.4.1 As set forth in Article 7 of the Agreement, this Article 6 and the other Contract Documents

completely supersede 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. Design-Builder acknowledges and agrees that payment shall be in accordance with the provisions of the Agreement and expressly waives its right to assert entitlement under O.C.G.A. § 13-1-11, *et. seq.* to the fullest 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.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 hereof.

6.6 Substantial Completion.

6.6.1 Design-Builder shall notify Owner when it believes the Work, or to the extent permitted in the Contract Documents, a portion of the Work, is Substantially Complete. Within ten (10) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect such Work to verify that it is Substantially Complete in accordance with the requirements of the Contract Documents. If such Work is Substantially Complete, Owner shall prepare and issue a Certificate of Substantial Completion that will set forth (i) the date of Substantial Completion of the Work or portion thereof, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Design-Builder's responsibility for the Project's security, maintenance, utilities and insurance pending final payment, and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion.

6.6.2 Upon Substantial Completion of the entire Work or, if applicable, any portion of the Work, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion.

6.6.3 Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete.

6.7 Final Payment.

6.7.1 After receipt of a Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement, provided that Design-Builder has achieved Final Completion.

6.7.2 At the time of submission of its Final Application for Payment, Design-Builder shall provide the following information to the City:

6.7.2.1 An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, material, equipment, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

6.7.2.2 A general release executed by Design-Builder waiving, upon receipt of final

payment by Design-Builder, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment;

6.7.2.3 Consent of Design-Builder's surety, if any, to final payment;

6.7.2.4 All operating manuals, shop drawings, daily reports, warranties and other deliverables and Construction Documents required by the Contract Documents;

6.7.2.5 Certificates of insurance confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents;

6.7.2.6 as-built drawings and CAD drawings of the completed Work; and

6.7.2.7 all training manuals, test reports, pre-construction and post-construction CCTVs, payroll reports, process control sheets, documentation substantiating that all defective and/or non-conforming Work has been remedied including correction of all Work identified as "MCNR" or "make corrections noted and re-submit," as well as submissions for systems and equipment, and Design-Builder has provided all required training to the Owner for competent operation and maintenance of the Work.

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

6.7.4 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. Design-Builder agrees that the City shall be allowed to setoff and recoup any claim or demand that it may have against Design-Builder (or any of its constituent members if Design-Builder is a joint venture) whether such claim or demand is liquidated or unliquidated. Design-Builder 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 Design-Builder for claims subsequently arising from this Agreement or any other contract with the City. Any assignee or purchaser of any amounts due Design-Builder under this Agreement shall be bound to these provisions and shall assume the risk of subsequently arising claims of setoff or recoupment.

Article 7

Indemnification

7.1 Patent and Copyright Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against Owner based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent or copyright, now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner or Design-Builder in any such action or proceeding. Design-Builder agrees to keep Owner informed of all developments in the defense of such actions.

7.1.2 If Owner is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or (ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner or (ii) arising from modifications to the Work by Owner or its agents after acceptance of the Work. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.1.4 The obligations set forth in this Section 7.1 shall constitute the sole agreement between the parties relating to liability for infringement of violation of any patent or copyright.

7.2 Omitted.

7.2.1 Omitted.

7.3 Payment Claim Indemnification.

7.3.1 Design-Builder acknowledges that neither it nor any of its Subcontractors or Design Consultants have lien rights on public property. Design-Builder shall indemnify, defend and hold harmless Owner from any claims or mechanic's liens brought against Owner or against the Project as a result of the failure of Design-Builder, or those for whose acts it is responsible, to pay for any services, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from Owner that such a claim or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond. If Design-Builder fails to do so, Owner will have the right to discharge the claim or lien and hold Design-Builder and its surety liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner, its officers, directors, and employees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and property damage or destruction (other than to the Work itself) to the extent resulting from the negligent acts or omissions of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable.

7.4.2 If an employee of Design-Builder, Design Consultants, Subcontractors, anyone employed directly or indirectly by any of them or anyone for whose acts any of them may be liable has a claim against Owner, its officers, directors, employees, or agents, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder, Design Consultants, Subcontractors, or other entity under any employee benefit acts, including workers' compensation or disability acts.

7.5 Omitted.

Article 8

Time

8.1 Obligation to Achieve the Contract Times.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve the Contract Time(s) in accordance with Article 5 of the Agreement.

8.2 Delays to the Work.

8.2.1 If Design-Builder is delayed in the performance of the Work due to acts, omissions, conditions, events, or circumstances beyond its control and due to no fault of its own or those for whom Design-Builder is responsible, the Design-Builder shall be entitled to an extension of the time for completion only, and shall not be entitled to any additional payment on account of such delay. Without limiting the foregoing, the Design-Builder shall not be entitled to payment or compensation of any kind from Owner for direct, consequential, indirect or impact damages, including but not limited to costs of acceleration arising because of hindrance or delay from any cause whatsoever, whether such hindrances or delays be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery by the Design-Builder of damages for hindrances or delays due solely to fraud or bad faith on part of the Owner or its agents.

8.2.2 Omitted.

8.2.3 Damages For Delay, Acceleration, and Time Impacts. The extension of Contract Time specifically provided for in Article 8.2.1 shall be the Design-Builder's sole and exclusive remedy for delay, except to the extent specifically allowed herein. In the event the Design-Builder is delayed in the performance of the Work due solely to the fraud or bad faith of the Owner, then Design-Builder shall be entitled to an adjustment to the Contract Price for the direct job-site related costs (including General Conditions costs) incurred in performing the delayed Work if such delay (i) is not due to the fault, error, omission, or negligence of Design-Builder, its Design Consultant, Subcontractors, Design Consultants, or any others for whom Design-Builder is responsible, (ii) directly affects the performance of Work that is on the critical path of the construction schedule, (iii) was not reasonably foreseeable, (iv) would otherwise cause the Design-Builder to achieve Substantial Completion of the entire Work beyond the Scheduled Substantial Completion Date, and (v) cannot otherwise be reduced or eliminated by a work around plan or resequencing of the schedule at no extra cost to Design-Builder. In no instance shall Owner be liable for the following time-related costs or damages: (1) profit on any delay, acceleration, or impact costs, (2) loss of anticipated profit, (3) indirect expenses, (4) home office overhead, (5) consequential damages, including without limitation, loss of bonding capacity, loss of bidding opportunities, lost use of personnel, and insolvency, and (6) any claims preparation costs, expenses or consultant fees.

Article 9

Changes to the Contract Price and Time

Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Field Change, Work Authorization, or Change Directive.

9.1 Change Orders.

9.1.1 A Change Order is a written instrument issued after execution of the Agreement signed

by Owner and Design-Builder, stating their agreement upon all of the following:

9.1.1.1 The scope of the change in the Work;

9.1.1.2 The amount of the adjustment to the Contract Price; and

9.1.1.3 The extent of the adjustment to the Contract Time(s).

9.1.2 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes. All Change Orders shall be inclusive of all sales, use, consumer, and other taxes mandated by applicable Legal Requirements.

9.1.3 Omitted.

9.2 Change Directives.

9.2.1 A Change Directive is a written order prepared and signed by the City directing a Change in the Work prior to agreement on an adjustment in the Contract Price and/or the Contract Time(s). Upon receipt of a Change Directive from the City, Design-Builder shall promptly proceed with the performance of the Change in the Work.

9.2.2 Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Change Directive. Upon reaching an agreement, the parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement.

9.3 Work Authorizations

When directed by the City through a Work Authorization, the Design-Builder will perform Work that is expressly or generally contemplated under any allowance or contingency items designated by the Contract Documents, which may include a Change for the addition of Work that does not result in an increase in the overall Contract Price. Work Authorizations may include Work items that are not necessarily shown in the Contract Documents, but may be necessary for the successful completion of the Project. The performance of the Work Authorization items must conform to the standards of the Contract Documents. The funding for Work Authorizations is an allowance or contingency item only and not a compensable pay item. The City will retain ownership of any such funds not used after the completion of the Work and the Design-Builder will have no claim to such funds. The Work shall be assigned and directed by the City in writing. Measurement, payment, invoicing and pricing of adjustments for Work Authorizations will be in accordance with the Contract Documents.

9.3.1 Field Changes Design-Builder and the City may mutually agree in writing to a Field Change that modifies or adjusts the location of Work established by the Contract Documents provided that such modification or adjustment does not require an adjustment in the overall Contract Price, overall Contract Time(s), budget line items or quantities, or use of allowance items or contingency funds, which are required as a result of field conditions that require such adjustments. Design-Builder and the City shall promptly update all applicable Contract Documents to reflect the implementation of a Field Change upon written agreement to a Field Change by the City and Design-Builder.

9.4 Contract Price Adjustments.

9.4.1 The increase or decrease in Contract Price resulting from a Change in the Work shall be determined by one or more of the following methods:

9.4.1.1 Unit prices set forth in the Contract Documents or as subsequently agreed to between the parties;

9.4.1.2 A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner;

9.4.1.3 Costs, fees and any other markups set forth in the Agreement; or

9.4.1.4 If an increase or decrease cannot be agreed to as set forth in items 9.4.1.1 through 9.4.1.3 above and Owner issues a Change Directive, the cost of the change of the Work shall be determined by the reasonable expense and savings in the performance of the Work resulting from the change, including a reasonable overhead and profit, as may be set forth in the Agreement. If the net result of both additions and deletions to the Work is an increase in the Contract Price, overhead and profit shall be calculated on the basis of the net increase to the Contract Price. If the net result of both additions and deletions to the Work is a decrease in the Contract Price, overhead and profit shall be reduced in accordance with Article 6 of the Agreement. . Design-Builder shall maintain a documented, itemized accounting evidencing the expenses and savings associated with such changes.

9.4.2 If the quantities originally contemplated under the Contract Documents are materially changed so that application of such unit prices to quantities of the Work performed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted. For purposes of this Section 9.4.2, 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 Contract Documents.

9.4.3 If Owner and Design-Builder disagree upon whether Design-Builder is entitled to be paid for any services required by Owner, or if there are any other disagreements over the scope of Work or proposed changes to the Work, Owner and Design-Builder shall resolve the disagreement pursuant to Article 10 hereof. As part of the negotiation process, Design-Builder shall furnish Owner with a good faith estimate of the costs to perform the disputed services in accordance with Owner's interpretations. If the parties are unable to agree and Owner expects Design-Builder to perform the services in accordance with Owner's interpretations, Design-Builder shall proceed to perform the disputed services, conditioned upon Owner issuing a written order to Design-Builder (i) directing Design-Builder to proceed and (ii) specifying Owner's interpretation of the services that are to be performed.

9.5 Emergencies.

9.5.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. Any change in the Contract Price and/or Contract Time(s) on account of emergency work shall be determined as provided in this Article 9.

9.6 Written Change Order Requirement

9.6.1 Except as permitted in Article 9.2 regarding Change Directives, and notwithstanding the provisions of Article 10, an increase in the Contract Price or the Contract Time(s) shall be allowed only by a Change Order signed by Owner and either (1) requested by Design-Builder in writing in advance of performing the Work involved or affected or (2) otherwise agreed to in writing by Owner. The failure of Design-Builder to request in writing a Change Order in advance of performing the work affected or involved, whenever reasonably practicable to do so, prevents the Owner from considering cost and time saving measures and alternatives, and therefore shall be a waiver and release of any claim by Design-Builder for an increase in the Contract Price or the Contract Time(s). No eliminations, additions, or alterations shall be made in the Work except upon written order of the City. No course of conduct or dealings between the parties, nor express

or implied acceptance of alterations or additions to the Work, and no claim that the City has been unjustly enriched by any alteration or addition to the Work, shall be the basis of any claim for an increase in any amounts due under the Contract Documents or an increase in any time period provided for in the Contract Documents. No action, conduct, omission, prior failure, or course of dealing by the City shall waive, modify, change, or alter the requirement that Change Orders, Field Changes, Work Authorizations and Change Directives must be in writing signed by the City, and that written Change Orders are the exclusive methods for effecting any adjustment to the Contract Price or Contract Time(s). Design-Builder understands and agrees that the Contract Price and Contract Time(s) cannot be changed by implication, oral contracts, verbal directives, actions, inactions, course of conduct, or constructive change order. Design-Builder shall be under no obligation to perform pursuant to an oral directive to perform work in addition to the Project scope excepting the case of an emergency threatening personal injury or property damage. Design-Builder acknowledges and agrees that no one in the City's organization has the authority to order Changes without a signed writing.

9.7 Accord and Satisfaction

9.7.1 Agreement on any Change Order, Field Change, or Work Authorization shall constitute a final settlement and an accord and satisfaction of all costs and changes to the Contract Price and Contract Time(s) relating to or arising out of the Change in the Work that is the subject of the Change, including but not limited to all claims for direct and indirect costs, impacts, overtime, accelerations, inefficiencies, compression, trade stacking, delays, interference, lost productivity, additional work, and the effect or accumulation of the changed work on any other Work or activities.

Article 10

Contract Adjustments and Disputes

10.1 Requests for Contract Adjustments and Relief.

10.1.1 Subject to the limitations set forth in Articles 8 and 9, Design-Builder shall provide written notice to the City of any claim for extension of the Contract Time(s) or modification of the Contract Price 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 factual bases of the claim; (b) the precise number of days, if any, 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, if any, with any documentation supporting the claim. The failure of the Design-Builder 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.

10.2 Mediation.

10.2.1 In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement of the breach thereof or otherwise in connection with the Project to which this Agreement pertains, at the City's sole and exclusive option the parties shall, if the City so elects and as an express condition precedent to any party to this Agreement commencing legal action against the other relating to or arising out of the dispute, mediate the dispute utilizing a mutually agreeable mediator. Prior to commencing any legal action against the City, Design-Builder must either mediate the dispute, at the City's election, or obtain a written waiver from the City of its right to mediate.

10.2.2 Omitted.

10.2.3 Omitted.

10.2.4 Omitted.

10.3 Arbitration at the City's Election.

10.3.1 At the Owner'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.

10.3.2 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. The demand for arbitration shall be in writing and filed with the appropriate organization selected by the Owner and shall be served on the Design-Builder. This 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. For purposes of this Section 10.3.2, the City shall be the "prevailing party" if it is successful on the material issues of the dispute, even if the City was not successful on all issues.

10.3.3 Except at Owner's sole discretion and with its consent, no arbitration or litigation 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 the Design Consultant and its employees and consultants, any Subcontractors , and any other separate contractors or suppliers. The Owner's consent or election to allow consolidation or joinder or shall not constitute consent to arbitration of any claim not subject to arbitration pursuant to this Agreement.

10.3.4 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.

10.4 Litigation if Arbitration Not Elected.

10.4.1 If the Owner does not elect arbitration, any claims shall be resolved in Fulton County, Georgia Superior Court. Design-Builder hereby submits to the jurisdiction and venue of Fulton County, Georgia, and waives all defenses based on a lack of jurisdiction and/or venue. Design-Builder acknowledges that this Agreement was negotiated, at least 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. For purposes of this Section 10.4.1, the City shall be the "prevailing party" if it is successful on the material issues of the dispute, even if the City was not successful on all issues.

10.5 Duty to Continue Performance.

10.5.1 Unless provided to the contrary in the Contract Documents, Design-Builder shall continue to perform the Work pending the final resolution of any dispute or disagreement between Design-Builder and Owner. Design-Builder's failure or refusal to work through disputes in accordance with this Article 10.5 shall be deemed a material default under this Agreement, which will entitle the City immediately rely upon Design-Builder's sureties to cure said default.

10.6 CONSEQUENTIAL DAMAGES.

10.6.1 NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY (EXCEPT AS SET FORTH IN SECTION 10.6.2 AND ARTICLE 11 BELOW), NEITHER DESIGN-BUILDER NOR

OWNER SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL LOSSES OR DAMAGES, WHETHER ARISING IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSSES OF USE, LOST PROFITS, BUSINESS, REPUTATION OR FINANCING.

10.6.2 The consequential damages limitation set forth in Section 10.6.1 above is not intended to affect the payment of liquidated damages set forth in Article 5 of the Agreement, which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be consequential.

Article 11

Stop Work and Termination for Cause

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work.

11.1.2 Subject to the limitations of Articles 8 and 9, Design-Builder is entitled to seek an adjustment of the Contract Time(s) if it has been adversely impacted by any suspension of stoppage of the Work by Owner.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder fails to (i) provide a sufficient number of skilled workers, (ii) supply the materials required by the Contract Documents, (iii) comply with applicable Legal Requirements, (iv) timely pay Design Consultants or Subcontractors, (v) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Time(s), as such times may be adjusted, or (vi) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents or by law, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure such problem within seven (7) days, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the premises and take possession, for the purpose of completing the Work, of all materials, equipment, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents. At such time, if the unpaid balance of the Contract Price exceeds the cost and expense incurred by Owner in completing the Work, such excess shall be paid by Owner to Design-Builder. If Owner's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Design-Builder and its sureties shall be obligated to pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Design-Builder's default, which costs and expenses are not subject to the waiver of consequential damages set forth in Section 10.6 hereof.

11.2.4 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Article 8 of the Agreement.

11.3 Omitted.

11.4 Omitted.

11.5 Bankruptcy of Design-Builder.

11.5.1 If Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code, such event may impair or frustrate the Design-Builder's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

11.5.1.1 The Design-Builder, its trustee or other successor, shall furnish, upon request of the Owner, adequate assurance of the ability of the Design-Builder to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

11.5.1.2 The Design-Builder shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action. If the Design-Builder fails to comply with its foregoing obligations, the Owner shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the Owner under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the Owner to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code.

Article 12

Electronic Data

12.1 Electronic Data.

12.1.1 The parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 4 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving party, and the transmitting party did not participate in such change or alteration.

Article 13

Miscellaneous

13.1 Confidential Information.

13.1.1 Design-Builder agrees to preserve as strictly confidential all Confidential Information for two (2) years following the expiration or termination of this Agreement; provided, however, that Design Builder'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, Design Builder will return any trade secrets to City. Design Builder 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. Design Builder will be entitled to disclose any 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 Design Builder 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.

13.2 Assignment.

13.2.1 Design-Builder shall not, without the written consent of Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents. Any such purported assignment shall be null and void absent Owner's written consent.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the parties, their employees, agents, heirs, successors and assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of Georgia, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of Owner to insist, in any one or more instances, on the performance of any of the obligations required by Design-Builder under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Headings.

13.7.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.8 Notice.

13.8.1 Whenever the Contract Documents require that notice be provided to the other party, notice will be deemed to have been validly given (i) if delivered in person to the individual intended to receive such notice, (ii) four (4) days after being sent by registered or certified mail, postage prepaid to the address indicated in the Agreement, or (iii) if transmitted by facsimile, by the time stated in a machine generated confirmation that notice was received at the facsimile number of the intended recipient.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

13.10 Release of Quasi-Contractual Claims.

13.10.1 Design-Builder acknowledges and agrees that it may be adequately compensated in money damages for any claims arising from performance of the Contract Documents. Accordingly, Design-Builder 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.

13.11 Equal Business Opportunity Compliance.

13.11.1 During the performance of this Agreement, Design-Builder 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.

13.12 No Construction Against the Drafter.

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

13.13 Design-Builder not an Agent of the City.

13.13.1 Design-Builder is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute Design-Builder and the City as partners, joint venturers, or be construed as requiring or permitting the sharing of profits or losses. Nothing in this Agreement shall be deemed to constitute Design-Builder 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.

EXHIBIT B

PROGRAM REQUIREMENTS

EXHIBIT B-1

DESIGN CRITERIA PACKAGE

DESIGN CRITERIA PACKAGE

CITY OF ATLANTA, GEORGIA

DESIGN-BUILD
MLK, JR RECREATIONAL & AQUATIC FACILITY

FC-8420

August 2015

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1.0 INTRODUCTION

1.1 General Project Description

The City of Atlanta, Georgia is using the Design-Build delivery method for design and construction of a new iconic Recreational and Aquatic F acility (Project). This Design Criteria Package (DCP) presents specific minimum requirements related to the features to be provided by the Design/Builder selected for the Project. This DCP is an Exhibit to the Request for Proposal (RFP) document issued by the City's Department of Procurement (DOP).

1.1.1 Overview

This DCP presents the minimum requirements for design and construction of the MLK, Jr. Recreational & Aquatic Facility. The DCP contains Project-specific requirements including minimum design criteria for individual unit operations and processes; general technical requirements for engineering disciplines and architectural requirements; and start-up, training, and commission requirements. Although minimum requirements are established in this DCP, the Design/Builder shall be fully responsible for final design, construction and performance of the Project.

1.2 Project Scope of Work

The successful Design/Builder will design and construct the Project in accordance with the requirements of this RFP, the Design Criteria and technical requirements and all other Exhibits and Appendices and any Addenda to this RFP, including all documents, conceptual drawings, site survey, specifications, and other information references in and/or included therein, all of which materials are incorporated into this RFP by reference.

The specific areas of Work for this Project include, but are not limited to, the following:

1. Complete detailed design of this Project in accordance with the Design Criteria;
2. Pre-construction engineering, planning, coordination and permitting;
3. Site Inspection and Engineering;
4. Demolition, site preparation, and existing utility relocation;
5. Procurement of all design, engineering, and construction Work and materials;
6. Design Management;
7. Project Management;
8. Subcontractor staging, management; and coordination;
9. Materials staging and management;
10. Site access management and scheduling;
11. Independent special testing and inspection(s);
12. Procurement and management of all subcontractors, vendors, and suppliers;
13. Cost estimation, scheduling, and controls in accordance with City Policy and Procedures

regarding Project Controls and reporting;

14. Detailed Design Phase

15. Construction of the Project;

16. Quality assurance and quality control, including inspection and testing; and

17. Turnover of facilities and systems, including warranties, operation instruction, and training.

1.3 Project Design Phases

It is the City's intentions to support schedule efficiencies throughout the Project. The following design phase reviews are not intended to prohibit activities which could be concurrently executed; rather, are established to identify opportunities for City to observe progress and conformance to criteria established herein. Where possible, the Design/Builder should identify opportunities to gain schedule efficiencies in their project approach. The Design/Builder is permitted to submit specific discipline design drawings for City review to expedite the Project schedule. Any early submittal documents proposed shall be defined by the Design/Builder. The minimum project design phases will include:

1. Preliminary Design Phase
2. Detailed Design Phase
3. Final Design Phase

1.3.2 Preliminary Design Phase

The following deliverables will be developed by the Design/Builder during the preliminary design phase:

+ List of applicable permits and status of permitting processes;
+ Preliminary Drawings
    - Preliminary Drawings including demolition plans, site civil plans, architectural, structural, mechanical, plumbing, electrical and pool drawings;
+ Specification Table of Contents and major equipment specifications;
+ Subsurface investigation requirements and/or findings;
+ Geotechnical services and survey work as required
+ Materials of construction tables, showing locations and materials proposed, for equipment, piping, pipe supports, hardware, structural materials and any other services subject to corrosion;
+ Construction traffic management plan;
+ Description of safety elements included in the facilities;
+ Sustainable Design Plan, substantiating the measures used to design and build the facilities using sustainable design principles.
+ Erosion and sediment control plans and applicable documentation (NOI, etc.)

1.3.3 Detailed Design Phase

During the detailed design phase (between 50%-60% complete), the Basis of Design is refined and all major design decisions are made by the Design/Builder and reviewed by the City. It is anticipated that the Design/Builder will include regular Project progress meetings to foster dialog and communicate Project information.

In general, the Design/Builder team will be expected to finalize all major design decisions. The following are typical deliverables developed during the Detailed Design Phase:

- Architectural door, window, finish and hardware schedules and details;
- Landscape details and planting materials lists;
- Updated drawing and specifications lists;
- Updated site, grading, drainage, landscaping and electrical site plans;
- Updated process and support facility general arrangement plans;
- Site sections and details;
- Updated electrical single-line drawings
- Building and structure foundation plans, floor plans and sections; Concrete mix design(s);
- Updated architectural plans and elevations (including landscape plans and details, at least one full building section, and a representative wall and plan);
- Updated mechanical systems plans, sections and details;
- Swimming Pool systems and equipment lists;
- Equipment performance testing plans.

Concepts developed and reviewed during the Detailed Design Phase are considered fixed.

1.4.3 Final Design Phase

At the final design phase, all major decisions have been made and the work of previous phases is considered fixed.

The 100 percent design is a complete construction ready package with sufficient copies for files and Design/Builder use for execution of the Project. In general, during this phase, the Design/Builder shall be expected to prepare final construction drawings and specifications for review and address any outstanding comments from the City, regulatory agencies or other pertinent entities.

The following are typical deliverables developed during this Phase:

- Final plans, sections and details for civil, architectural, landscaping, structural, mechanical, plumbing, electrical and Swimming Pool Drawings;
- Final technical specifications for all work disciplines;

- Landscaping and planting lists;
- Architectural door, window, finish and hardware schedules and details;
- Final electrical single-line drawings;
- Final electrical panel schedules;
- O&M plans;

Following the appropriate review and incorporation of comments, all drawings shall be sealed and signed by a State-registered professional architect/engineer of the appropriate discipline.

1.5 Drawing Formats and Requirements

Drawings shall be prepared using the following standards:

- All Drawings shall be prepared on 22-inch by 34-inch paper. The City shall provide the Design/Builder with a standard title block that shall be used for all Drawings.
- Digital drawing files shall be submitted at the completion of design in AutoCAD Release 2015 format. A unique file name shall be assigned to each Drawing. A consistent file naming format shall be used throughout the Project.
- Signature blocks shall be included to show the name of primary individual producing Drawing, the primary designer, the primary reviewer, and the Design/Builder Engineer approving the Drawing. All names in the signature block shall be the first initial and the complete last name.
- Standard legends and abbreviations shall be used throughout the Project. Standard legend sheets shall be prepared containing all symbols and abbreviations used on the Drawings.
- Drawings shall include a sequential revision number to allow tracking of the Drawings. Title block shall note Drawings issued for procurement or construction and any subsequent changes including final.

1.6 Submittal Requirements

- All Design Submittals required under Applicable Laws to be sealed and signed shall be signed and sealed by the Design/Builder's Designer, who shall be a professional engineer or architect currently licensed in Georgia under Applicable Laws.
- Design submittals shall be delivered in bound sets, indexed, and clearly marked to indicate the date of issuance and stage of development.
- Specification Requirements: All Specifications shall be consistent with Construction Specifications Institute (CSI) and comply with the Master Format 2004 of 17 Divisions.
- The City of Atlanta Division 01 Specifications shall be utilized for this project. These documents are included as Exhibit B.
- Design Submittals:
  - Ten (10) hard copies and pdf copies of Drawings, Specifications, and other design submittals shall be provided for the preliminary, detailed and final design phases.

- Design/Builder shall submit documents during the design phase that shall be sufficiently complete to:

    - Communicate to the City Representative the design intent.

    - Demonstrate compliance with all requirements of the Contract Documents. Clearly define the Design/Builder's requirements for procurement and construction.

+ As a minimum, the Design/Builder shall prepare and submit the following:

    - Final building plans, sections, elevations, and details.

    - Site/Civil plans including finished grading.

    - Mechanical plans, sections, and details.

    - Electrical plans.

    - Specifications.

    - Electronic files of Drawings, Specifications, and test procedures. Each electronic file shall include an index of its contents.

+ In addition to the above submittals, Design/Builder shall submit updates to any documents submitted as part of its Proposal and incorporated into the Contract.

+ As part of each design submittal, review comments from previous Design Submittal shall be submitted with actions taken to address comments clearly indicated.

+ If requested by the City or City Representative, Design/Builder shall submit an additional design submittal after submittal of Design documents and prior to submittal of Final Design Documents. Such submittal would consist of the latest version of Drawings and Specifications available at the time of request.

2.0 Site Utilities

The proposed vacant lot Fulton County Parcel #14 0045000010577 does not have any existing underground water, gas electrical, communications, sanitary sewer and storm sewer lines. There presently are overhead electrical, fiber optics, storm sewer and sanitary sewer lines located in the adjacent 40 feet wide right-of-way known as Hilliard Street. There is an existing fire hydrant located near the 3/4" open pipe in the southeast corner of the lot. (Refer to Exhibit B-3, Boundary, Topographic & Tree Survey prepared by Boundary Zone, Inc., dated July 16, 2015.

3.0 DESIGN CRITERIA

3.1 General Site/Civil Design Criteria

3.1.1 Detailed Field Surveys

Field surveying and existing topography will be supplied to the Design/Builder. If any additional information is required, the Design/Builder shall be responsible for obtaining it.

The Design/Builder shall follow these guidelines:

+ All new field survey data shall be entered in the survey and mapping electronic database.
+ Each new survey shall be assigned a separate file designation so new data can be attached to original electronic files.
+ All final record drawings of utilities and facilities shall be provided after construction has been completed.

3.1.2 Horizontal and Vertical Coordinate System

All new construction on City facilities shall be tied to the Georgia State Plane Coordinates System, North Zone (NAD 83 - 90). Vertical controls shall be referenced to NAVD 1988. Permanent horizontal and vertical controls shall be identified and used in the construction phase.

3.1.3 Design Documentation

3.1.3.1 Site Drawing Organization

The site plans shall be organized as follows:

1. Drawings shall be parallel or perpendicular to the grid system.
2. Unless otherwise specified, the drawing scale for site plans shall be 1"=50' (or larger) with common match lines as required, with 1"=20" for individual sheets to short grade lines.

Site drawings for individual projects shall be organized as follows:

1. Existing conditions.
2. Demolition plans.
3. Finished grading/vertical control plans (Grading and drainage plans):
   - Existing contours.
   - Finished grade contours and spotelevations.
   - Storm drainage system, profiles and details
4. Erosion and sediment control plans.

5. Temporary facilities during construction:

6. Landscaping and Tree Protection plans.

3.1.3.2 Typical Construction Details

Typical construction details shall be developed for the site improvements.

3.1.3.3 Existing and New Geotechnical Data, Soil Borings, and Explorations

The Design/Builder shall be responsible for interpreting all geotechnical data and performing any additional studies to satisfy their requirements.

3.1.3.4 Site Utilization and Construction Staging Plan

Design/Builder's Work shall not create unnecessary blockage of traffic; shall not create a safety hazard; and shall not create a nuisance. City site location and facilities shall be as-is. Based upon its review of the available, site investigations, investigations and other inquiries made by Design-Builder, which the Design-Builder acknowledges to be sufficient for this purpose, the Design-Builder assumes the risk and understands the existing, "as-is" conditions of the site, as such conditions may affect and impact the ability of the Design-Builder to comply with Applicable Laws in the provision of Work described under the Agreement. The Design-Builder agrees that any latent or patent defect, flaw, error, inoperability, inadequacy or other condition that exists as of the execution of this Agreement or that may be revealed during the Term of the Agreement shall not relieve Design-Builder from performing its obligations under this Agreement.

The Design/Builder prepares the site utilization plan. This drawing indicates authorized staging and laydown areas for the project. Examples of construction support activities shown on this drawing include access roads to the construction site; utilities such as power, water, sanitary, and telephone hookups; transportation logistics; and other common services required to support the construction activity.

A final site survey of the proposed site will be provided to the Design/Builder Team with coordinates. The site is approximately 1.77 acres that can be used for construction staging and construction. If additional area is needed for staging, the Design/Builder firm shall identify how much additional area shall be needed. There may be other areas available adjacent to the site; however, additional area may be provided at the discretion of the City.

3.1.4 Demolition Plans

The drawing scale for demolition plans shall be 1"=50' or larger. Demolition of facilities and improvements shall address the following:

1. Verify existing facility information. Confirm that layout is correct, complete, and up to date.

2. Determine allowable methods of demolition.

3. Identify the limits of demolition requirements, and delineate areas of demolition (e.g., buildings, pavement, and utilities). A separate drawing is required for delineating buried structures and utilities located below surface structure or utilities.

4. Identify the disposition of salvageable materials and equipment.

5. Evaluate the condition of structure, site, and equipment remaining after demolition. The Design/Builder shall delineate areas for disposal or clearly define which materials are to

be disposed of, those that shall be removed from the site and disposed of elsewhere, and those that shall be retained by the City, if applicable.

6. Identify buried structures and utilities that will be abandoned in place or plugged and tilled.

7. Indicate the extent of facilities that will be removed or remain, and the facilities that will be protected to maintain continued plant operations.

8. Determine environmental safety issues.

3.1.5 Outside Piping Plans, Profiles, and Sections

The drawing scale for outside piping (site utilities) plans shall be 1"=50'. The Design/Builder must not show contours on this sheet. If additional detail is necessary, the Design/Builder shall use a scale of 1:10. Show the proposed storm drainage system on the grading plans only. The storm drainage system may be depicted in a shaded/ghosted manner to aid in the avoidance of utility conflicts, if applicable.

The outside piping (site utilities) plans, profiles, and sections shall clearly show the following:

1. All grade changes.

2. Coordinates for all manholes, stubs, branches, fittings and interfaces.

3. Invert elevations of all gravity lines and centerline elevations of all non-gravity lines.

4. Elevations of gravity and non-gravity lines at buildings, structures, and interfaces.

5. Each line size, material type, system designation and direction of flow, where applicable.

6. Buried piping and conduits to the outside face of the building or structure.

7. Pipe interfaces with existing utilities.

3.1.5.1 Storm Drainage Design and Analysis

Design Storm Runoff Determination. The Design/Builder shall comply with the City of Atlanta Department of Watershed Management and applicable City Land Development Regulations. Stormwater runoff "Qs" shall be determined by using the Rational Method. The Design/Builder shall follow the Georgia Stormwater Management Manual (latest edition) for runoff coefficients.

3.1.5.2 Rainfall Duration/Intensities

Design storm rainfall intensities shall be determined from the Rainfall Intensity-Duration- Frequency Curves for Georgia (US Weather Bureau, latest edition). Times of concentration (T_c) shall be considered for both overland and pipe flow in determining intensities for calculating design Qs.

3.1.5.3 Design Storm Events

The Design/Builder shall follow the Georgia Department of Watershed Management Manual.

Location	Frequency of Occurrence
Mainline pipes	25 years
Catch basins/curb inlets	25 years
Catch basins/curb inlet pipe connections	25 years
Roof-drain pipe connections	10 years
External areas draining through the site	100 years
Stormwater pumping systems	50 years
Areas subject to flooding without overland flow relief	100 years

3.1.5.4 Sanitary Sewers Design and Analysis

Sanitary sewers shall be designed in accordance with the Georgia Department of Natural Resources EPD criteria.

All gravity pipelines shall be at least 8 inches in diameter and have manholes to grade. Manholes shall be located at all changes in direction. In straight stretches of pipe, the distance between manholes shall be no more than 400 feet for sewers 15 inches or less, and 500 feet for sewers 18 inches to 30 inches in size, except that distances up to 600 feet may be approved in cases where adequate cleaning equipment for such spacing is provided. Smaller pressure lines shall have pressure cleanouts at grade. These cleanouts shall be spaced at appropriate intervals to allow access.

3.1.6 Fire Protection Systems

Fire protection shall meet the requirements established in the latest edition of the NFPA code and City standards.

3.1.7 Traffic Maintenance and Signing Plans

The Design/Builder shall follow GDOT requirements in the preparation of the traffic maintenance and traffic signing plans.

3.1.8 Erosion and Sediment Control Plans

The Design/Builder shall fulfill all requirements for soil erosion and sediment control according to Georgia EPD rule criteria and Georgia Soil and Water Conservation Specifications. All soil erosion and sediment control measures used in the Project shall be detailed in a separate drawing.

3.1.9 Landscape Plans

The Design/Builder shall comply with the Department of Parks & Recreation. On landscaping plans, indicate all proposed landforms, elevations, type of cover (i.e., trees, shrubs, and grasses), finished contours, roadways, sidewalks, and retaining walls. The Design/Builder shall indicate the limit of work. All unpaved areas shall include topsoil and grass. Trees and shrubs shall be limited.

If additional detail is necessary to clarify the landscaping layout adjacent to buildings and structures, the Design/Builder shall coordinate with the Department of Parks & Recreation.

3.2 General Architectural Design Criteria

3.2.1 Codes and Standards

All architectural design must conform to all state, city, and local codes, laws, ordinances, and zoning regulations and design guidelines as provided for by the City, and as mentioned herein.

The pertinent codes for building design are:

+ 2012 International Building Code with Georgia Amendments
+ 2012 International Mechanical Code with Georgia Amendments
+ 2012 International Plumbing Code with Georgia Amendments
+ 2012 International Fuel Gas Code with Georgia Amendments
+ 2009 International Energy Conservation Code with Georgia Supplements and Amendments
+ 2012 International Fire Code with Georgia Amendments
+ 2014 National Electrical Code (No Georgia Amendments)

The code data shall be located on the drawing with the first floor plan. The code data may be located elsewhere, provided a note is given on the first floor plan stating the location of the code data by drawing number.

3.2.1.1 Code Data

A code search shall be conducted for this Project, and the building code data shall be provided on the drawings. The code data shall be located on the drawing with the first floor plan. The code data may be located elsewhere, provided a note is given on the first floor plan stating the location of the code data by drawing number. The code data shall be as follows:

Building Code Data:

The buildings shall be designed to meet the requirements of the International Building Code with Georgia Amendments (latest edition) and the following additional criteria:

Occupancy Group Classification:	List as appropriate, list each separate occupancy group required by the program
Type of Construction:	List as appropriate
Building Height:	List as appropriate
Height Limitation:	
Total Floor Area:	As calculated, list floor area for each identified occupancy
Largest Floor Area:	As calculated
Area Limitation:	List as appropriate
Occupant Load:	List number of total calculated occupants. Also list actual occupants as determined by program if appropriate
Fire Suppression System:	
Fire Alarm System:	

3.2.1. Building Architectural Requirements:

3.2.1.1 Visual Image Policies and Guidelines

Architectural Elements:

The architectural design standards shall provide design unity throughout the Facility. The form or mass, shall be continuous, achieved through the use of scale, color, texture, material, and detail. The following design standards apply:

1. Design architectural elements with crisp, clean lines and reflect the scale proportions and contextural quality of existing buildings.

2. Use architectural building masses to screen the view of unenclosed service functions from public areas of the site.

3. The Design-Builder shall coordinate with Architectural-Landscaping requirements in this document.

Colors:

Exterior color shall provide continuity throughout the facility. Submit proposed color selections to City for review.

Materials:

These guidelines shall be followed for selecting materials:

1. Use steel or concrete as the general material for structural elements.

2. Concrete colors shall be integral to the material itself.

+3. Use corrosive-resistant metals in architectural details, such as doors and windows frames, railings, fixtures, and other components.

Interior Room Finishes:

The following information shall provide guidance for the selection of interior finishes. The final finishes shall be determined in accordance to the specific plant criteria.

1. To enhance brightness, interior surfaces shall be light-colored and reflective.

2. Provide a finish surface to all interior spaces; no surface area shall be left untreated, unless noted otherwise.

3. Use nonporous surfaces in wet areas.

4. Paint or seal exposed concrete surfaces as required.

5. Provide acoustical treatment in interior high-noise areas of buildings.

6. Final selection of interior finishes shall be subject to review by City.

3.2.1.2 Architectural-Site

Site coordination involves the following:

1. Develop the layout, circulation, and orientation for the Facility on the site.

2. Review the effects of grading and drainage on the structure, and coordinate the location of roof drainage.

3. Coordinate the location, elevation, and gradient of finish floor slabs, sidewalks, and entrance pads.

4. Coordinate the location of yard hydrants with the layout of yard piping, and the location of outdoor wall hydrants with site water needs.

5. Review site lighting.

6. Review location of grade mounted HVAC equipment

7. Review fire truck circulation.

3.2.1.3 Architectural-Landscaping

1. Landscaping coordination involves these steps:

   - Coordinate landscaping and irrigation with site grading and drainage.

   - Coordinate landscaping to prevent obstruction of door and window openings and consider the effects of heat and fumes from ventilation exhaust on the plantings.

   - Coordinate landscaping to provide visual screening of items identified as objectionable.

3.2.1.4 Architectural-Structural

1. Verify concrete finishes and moisture proofing for walls and slabs; coordinate location and type of construction, expansion, and control joints; coordinate selection of form work and determine if it is compatible with the desired concrete finishes.

2. Establish railing material, type, and detail; determine if railing conforms to codes, accessibility and safety regulations.

3. Establish rise, run, material, and detail of all stairs; verify that the design conforms to codes, accessibility and safety regulations.

4. Coordinate clear room height requirements and ceiling finishes.

5. Coordinate size, detail, and location of all floor, wall, and roof openings.

6. Establish roof and floor slopes and floor-drain elevations for proper drainage; verify need for sloping structure or topping material; Verify need for depressed slab areas.

7. Coordinate selection of roof framing system.

8. Review framing schemes for column locations and size, beam clearances, and their effects on the work of other disciplines.

9. Establish requirements for insulation, vapor retarders, damp proofing, and waterproofing.

10. Establish requirements for termite resistant construction.

3.2.1.5 Architectural-Mechanical

1. Coordinate "U"-factor requirements for walls, fenestration, floors and roof. (U-factors must meet energy code requirements.)

2. Select, coordinate, and detail insulation materials.

3. Coordinate size, location, and types of wall louvers; coordinate required roof penetrations. Coordinate and determine final size, location, and numbers of wall louvers. Schedule louvers.

4. Verify and coordinate plumbing fixture count, type, layout, and location per Georgia Building Code. Determine and provide plumbing chases.

5. Verify the location of all floor and roof drains.

6. Coordinate size, detail, and location of all floor, wall, and roof openings.

7. Provide up-to-date background floor plans and building sections for use by the designers of heating, ventilation, and air conditioning (HVAC).

8. Coordinate spatial requirements for HVAC, Plumbing and Fire Sprinkler systems in the floor plans.

9. Coordinate roof drainage gutter downspout locations with wall penetrations for HVAC and plumbing.

10. Review air diffuser and grille selection and placement for compatibility with ceiling system.

11. Coordinate NFPA requirements by room and area within each building and structure. Identify fire resistant construction on the plans, and coordinate fire suppression system requirements.

3.2.1.6 Architectural-Electrical

1. Review light fixture selection, and coordinate layout and compatibility with ceiling system and air diffusers and grilles.

2. Coordinate exterior, wall mounted, and special accent site lighting.

3. Provide up-to-date background floor plans for electrical designers' use.

4. Coordinate size, detail, and location of all but small conduit, floor, wall, and roof openings. Conduit shall not be routed in reinforced masonry cells.

5. Verify size, location, and access requirements for all motor control centers, panels, and A&C equipment; ensure that equipment shall fit through openings provided and at locations shown.

6. Coordinate NFPA requirements by room and area.

3.2.1.7 Architectural-Corrosion Control

1. Verify types of exposed metals and painted finishes to be used to resist corrosion. Each environment has its own requirements.

2. Coordinate special chemical resistant coatings for chemical storage.

3.2.1.8 Architectural Finishes

The design of the MLK, Jr. Facility shall utilize architectural finishes as described below. Finishes not identified in this document may be considered during design/construction, provided that: (a) design integrity is maintained, (b) the alternatives meet all design requirements identified in this document, and (c) the alternatives are acceptable to the City.

3.2.2.5 Interior Partitions

Provide aesthetically pleasing, functional durable finishes appropriate to the buildings function. Acoustic properties of materials as well as durability and ease of maintenance shall be considered during material selection. Maximize the use of sustainable materials.

Provide a wall and floor color design that includes a minimum of two different accent colors throughout the facility. Submit pattern drawings of the accent design with the interior design submittal.

Use CMU for all interior partitions and for mechanical and electrical rooms.

3.2.2.10 Louvers

Where used, louvers shall be heavy duty, drainable blade aluminum with factory-applied polyvinylidene difluoride (PVDF) enamel finish.

3.2.2.11 Ceilings

Ceilings shall be acoustical tile in suspended ceiling grid and where exposed, provide an acoustical treatment.

3.2.2.12 Windows

Use aluminum windows or curtainwall with factory finish. Fit exterior windows with tinted, insulated glazing to comply with Energy Code.

3.2.2.13 Flooring

Seal concrete flooring in all mechanical areas with clear sealer. All other areas to be medium builder's grade broadloom carpet, carpet tiles, VCT or porcelain tiles. Provide rubber flooring in stretching and fitness areas. Provide 3rd grade (natural) Maple strip wood flooring in Gymnasium. Wall base shall be rubber.

3.2.2.14 Architectural Coatings

Ensure that all exposed building surfaces, including all structural steel framing and decking, are properly coated. Suggested architectural coatings are listed below. The Design/Builder shall provide additional coating systems as required.

3.2.3 Life-Cycle Cost Effectiveness

Materials shall be chosen on the basis of long-term performance, not short-term cost. The following factors shall be considered when selecting materials:

1. Life expectancy
2. Suitability
3. Durability
4. Ease of maintenance
5. Compatibility with substrate materials
6. Effect on other disciplines

Each of these factors shall be rated to achieve the maximum life-cycle cost effectiveness.

3.2.4 Maintenance

This section provides information to decrease material variations and to enhance maintenance servicing. Common building features shall include:

1. Door hardware

2. Coating systems
3. Roofing systems
4. Luminaries

3.2.5 Accommodations for the Handicapped

The building and site shall provide full ADA accessibility for the staff and general public.

3.2.6 Exterior Walls

3.2.6.1 Materials

Costs shall be compared for unit masonry and metal panel wall construction for the building. Provide a cavity wall exterior wall systems composed of brick masonry veneer as 50% maximum of the Exterior Closure, or; Provide prefabricated metal panels as 50% of the Exterior Closure and the other 50% of the Exterior closure a glass and window wall system. Provide exterior wall back-up construction system of unit masonry or metal stud wall system with sheathing, continuous insulation, vapor retarder, water - resistive barrier and air barrier to meet or exceed requirements of project's energy savings requirements as indicated by applicable ASHRAE 90.1 calculations called for in the Building Codes.

3.2.6.2 Parapets

Provide parapets for exterior wall construction, where required for low-sloped roofs.

3.2.7 Roofing

3.2.7.1 Materials

Roofing materials shall be pre-finished standing seam metal on sloped roofs and TPO membrane. Roof decks shall be designed to shed water. All roofs must slope per minimum Building Code standards. Roofing systems shall be watertight and compatible with facility function, construction and service conditions. The roof system shall be designed and attached to resist wind uplift pressures calculated in accordance with Building Codes.

3.2.7.2 Gutters and Downspouts

If not drained internally with roof drains and overflows, every roof shall have gutters, gutter guards and downspouts.

3.2.8 Exterior Louvers

Provide exterior louvers, where required, that match the finish of the windows and detailed to integrate with the architecture of the building, as appropriate to the design of the building.

3.2.9 Balcony Walls & Handrails

Balcony walls must match the exterior wall of the building. Provide complete masonry or non-corrosive metal railing systems. Railings must be ornamental to harmonize with the building.

3.2.10 Exterior Soffits

Provide metal exterior soffit or stucco systems.

3.2.11 Exterior Painting and Coatings

Provide field applied high performance exterior coatings for all items that are not prefinished and to prefinished items when required to provide a color other than a standard prefinished color.

3.2.12 Exterior Joint Sealants

Provide exterior application of joint sealants to seal joints and prepare for finish material construction.

3.2.13 Sun Control Devices (Exterior)

Provide fixed, horizontal type. Detail sun control devices to integrate with the architectural wall system.

3.2.14 Screen Walls

Provide screen walls where required to screen mechanical units, electrical substations, loading docks, and trash receptacles. Screen walls must be compatible with the building architecture. Design any rooftop mechanical screens to minimize roofing penetrations.

3.2.15 Exterior Windows

Provide windows in the Aquatic, Gymnasium and Lobby/Lounge areas to enhance the environment with natural daylighting. Exterior windows shall be prefinished aluminum.

3.2.16 Interior Windows

Provide interior windows in aluminum frames as applicable, to enhance the working and recreational environment, without comprising visual acuity and comfort.

3.2.17 Storefronts and Curtain Walls

Storefront and shall be prefinished aluminum. System shall be a standard architectural type unit and mullion system, with mullions, horizontal rails or integral spandrel panels.

3.2.18 Exterior Glazing

Glazing must be tinted, tempering insulating units. Typical colors are gray, bronze, green or blue. Color selected shall be compatible with the exterior enclosure materials.

3.2.19 Solid Doors

Use steel hollow metal doors assemblies painted for dry non-corrosive areas other than a main storefront/curtainwall entrances including doors with hardware. For wet or corrosive areas and exterior, use aluminum or FRP. Provide vision panels, as appropriate, in every door unless directed otherwise by City. The Design/Builder shall coordinate the size and configuration of the window with the City within the constraints of the applicable code standards. Provide the services of a certified door hardware consultant to prepare the door hardware schedule.

3.2.20 Overhead Coiling Doors

If required, use aluminum, non-insulated overhead coiling doors with a powder coated finish. The minimum clearance shall be 12 inches on each side of the door and 24 inches above the door. Bollards or angles shall be used to protect jambs and door tracks from vehicular damage.

3.2.21 Interior Stairs and Exterior Stairs

Interior stairs shall be constructed of steel with concrete filled pans precast-in-place concrete. All stairways must be a minimum of 3 feet 8 inches wide. Handrails may project no more than 3-1/2 inches into the stair width. Stair landings must be at least as wide as the stairway.

Exterior stairs shall be constructed of galvanized steel or cast-in-place concrete.

3.2.22 Handrails, Guardrails and Accessories

Handrails and guardrails shall be painted steel and comply with height and configuration requirements. Metal ladders and railings complying with OSHA requirements shall be provided for access and protection to any mechanical mezzanines, lofts or similar spaces.

3.2.23 Specialties

Provide standard commercial toilet accessories meeting ADA Accessibility requirements.

Provide solid-polymer toilet enclosures, entrances and urinal screens requirements meeting ADA Accessibility.

Provide plastic lockers meeting ADA Accessibility requirements.

3.2.24 Gymnasium Equipment

Provide six (6) telescoping basketball goals suspended from the gym ceiling structure above.

Provide standard interior system automatically operated, ADA Accessible and seating for 100 patrons.

Construct elevated running track with two (2) lane jogging track around the perimeter of the gymnasium.

3.2.25 Aquatic Area

Construct an indoor pool for leisure/family fun zone activities and a four (4) lane 25 yard lap pool. Incorporate into the pool design a zero entry access point, water features and a creative, entertaining configuration with a maximum depth of 4 feet. Pool design shall include ADA Accessibility features, handicap chairlift, etc. Structures and finishes must be capable of resisting corrosion from moisture and chemical vapor, but many structural systems will fulfill this requirement. Aquatic structures pose opportunities for interesting geometry, lighting, and material use. Both interior and exterior walls should be masonry construction with brick, composite material siding, metal panels, stucco, or similar materials that are architecturally compatible with the installation specific guidelines. All surfaces shall be moisture and mildew resistant and easily cleanable. Dressing rooms, shower rooms, drying areas, and toilets shall be considered wet areas. All walls and floors in wet areas shall be impervious to water and able to be hosed down for cleaning. Wet area floors shall be non-slip, pitched to floor drains, and shall have coved bases at walls and equipment bases. Consider the need to provide elevated concrete pads for lockers and other equipment to facilitate cleaning and help eliminate the corrosive effects of frequent expose to water.

3.2.25.1 Aquatic Area Design

Economically span the required height and distance for pool and deck width with moisture resistant materials, such as concrete, galvanized steel, laminated wood, glass, and aluminum. Special care should be taken to slope the deck away from the pool.

The minimum pool ceiling height above the water surface for aquatic areas is 20 feet. Aquatic areas should not have deck-level windows in walls facing pool ends to prevent glare. Deck level windows at the side should be tinted.

The pool office and/or staff room must have direct visual access of the pool for control and for better communication during an emergency or other incident.

3.2.25.2 Provisions for people with disabilities

All aquatic facility functional areas shall be barrier-free and accessible to people with disabilities as required by law. Site, building, and pool designs should enable people with disabilities to act independently and enjoy the full range of programs provided. Level changes may be included, but must be accommodated by ramps suitable for wheelchair access, both indoors and outdoors. Accessible entry to pools may be accomplished by utilizing zero entry depth ramps with ADA compliant handrails or by lift and assistance equipment designed specifically for people with disabilities. The need for special equipment, such as transfer benches, crane lifts, or ramps into the pool shall be considered during the design process. Consider the need for specialized therapeutic training to support medical facilities or other installation-specific programs.

3.2.25.3 Interior Design

Interior surfaces, details, finishes, fixtures, and fittings should be carefully selected for resistance to wear, impact, and vandalism. Because of the high humidity associated with pools and showers, all materials selected shall be resistant to water and mildew. Utilize professional interior designers with experience in aquatic facility design. Interior design selections shall be based on consideration of anticipated use, maintenance characteristics, life cycle cost, fire protection, and other safety requirements.

3.2.25.4 Interior Signage

Interior signage is important to support the functionality of the facility and for wayfinding. Use signs with words and graphic symbols, where appropriate. Interior signage shall comply with accessibility requirements for the visually impaired. Interior signage should be horizontal only and in upper and lower case text, except where specifically required to be in all capital letters according to ADA requirements.

3.2.25.5 Interior Finishes

The safety and hygiene of patrons shall be considered in every aspect of the design development. Floor and deck surfaces in wet areas must be slip resistant. Wall surfaces should be selected to minimize abrasions in case of accidents or stumbles by patrons and staff. Coordinate material, finish, color, texture, and furniture selections to compliment the overall building design and image. Use colors, textures, and finish materials on the walls and floors to help define circulation patterns. Select surface materials and furnishings to express a warm, intimate, and relaxed atmosphere. Use local materials to the greatest extent practicable to reinforce the user's sense of place or region.

3.2.25.6 Flooring

Utilize non-skid ceramic tile, concrete, or other skid resistant material for bathhouse or aquatic area floors and in other administration areas. All floors shall have adequate slope and drains to prevent standing water.

3.2.25.7 Interior Walls

Walls should be constructed with nonabrasive materials, like smooth block or brick. Walls may be painted CMU block, painted masonry, moisture resistant gypsum board, Portland cement plaster, or high strength gypsum plaster. Ceramic tile may be installed either full height or as a wainscot.

3.2.25.8 Ceilings

Ceilings should utilize acoustic, moisture-resistant materials, like sealed wood, moisture resistant gypsum board, plaster, galvanized metal, or other factory finishes impervious to water and mildew.

3.2.25.9 Acoustics

Acoustics must be considered in the design to minimize reverberation. Use of ceiling and/or wall mounted panels should be considered as long as the panels are appropriate for the humid environment, and will not require constant maintenance. In accordance with the American College of Sports Medicine's "Health/Fitness Facility Standards and Guidelines, 2nd Edition", an indoor pool should have a STC rating of 45 to 55 and a

measured reverberation time of 0.8 to 1.4 s. The recommended maximum background Noise Criterion (NC) level for an indoor pool is 35-40.

3.2.25.10 Ladders and Grab Rails

Steps and ladders shall be recessed or set into the pool wall. No ledges or projections are permitted under the water surface. Recessed ladders shall be provided in other areas. Grab rails and recessed steps are recommended over projecting ladders. Maximum spacing between grab rails shall be approximately 60 feet. Locate grab rails and recessed steps at both ends of the long walls near the corners for 25-yard pools. Locate a ladder with grab rails no more than 16 feet, 5 inches from a water slide to get users out of the water quickly. This enables users to essentially head right back toward the edge of the pool directly, so the next slider can proceed safely. Position ladders so that swimmers don't have to cross the landing areas of water slides if at all possible. This allows lifeguards to keep their focus at all times on the area around the slide by eliminating the need to track an exiting swimmer that has to leave the immediate area of the slide, which makes supervising the next d slider problematic.

3.2.25.11 Depth Markings

Provide pool depth markings every 10 feet or less. Depth markers are required at each 2 feet increment (or less) of water depth, at maximum and minimum depths, at transitions between deep and shallow water, and at diving areas. Shallow pool areas 5 feet or less shall be labeled "NO DIVING." Depth markers shall be located on the pool deck beside the pool edge and on the vertical side of the pool wall or gutter system above the water line so they are visible from inside the pool. The figures shall be at least 4 inches high, in a color that contrasts with the background. Mark a black or dark blue line at least 4 inches wide on a sloping pool bottom wherever the depth reaches changes.

3.2.25.12 Lane and Area Dividers

Lane and area dividers consist of a set of continuous floats strung on a cable or cord. They are attached at hoops anchored in the pool walls.

3.2.25.13 Racing Lanes and Target Markings

Provide racing lanes in the 25 yard lap pool. They shall be installed in a fixed position in the center of the lane.

3.2.25.14 Heating, Ventilation, and Air Conditioning (HVAC)

Mechanical systems for aquatic areas must be capable of maintaining an indoor air temperature 83°-89°F (3° higher than water temperature), water temperature of 80°- 86°F (Lap swimmer/Swim Teams like it 80°-82°F; Instruction, Recreation, Water Exercise ask for 82°-86°F), relative humidity of 50-60%, and ventilation of at least 4 complete air changes per hour during high occupancy. Pool water temperature shall be monitored and be provided as an input to the HVAC Control System in order to maintain the indoor air temperature 3° higher than the water temperature. Deterioration of materials from condensation should be anticipated and minimized with proper mechanical design and wall transmission values. Air velocity in the immediate pool area should be minimal.

3.2.25.15 Plumbing

Water for showers shall be heated to at least 90°F. Provide automatic mixing valves on showers where hot water is over 105°F. Shut off valves shall be provided at all plumbing fixtures. Floor drains shall be provided in all dressing rooms, shower rooms, toilet areas, and janitor's closets. Provide domestic hot and cold water, sanitary and storm drainage, plus propane or natural gas systems (if required). Provide metering that provides a pulse input into the Utility Monitoring and Control System for gas service, if utilized. Hot and cold water shall be supplied to all restrooms, sinks, and janitor's closets. Hot water temperature shall not exceed 105°F

at the outlet. Provide hose bibs to enable hose access to the entire pool deck. Provide a water meter that provides a pulse input into the Utility Monitoring and Control System to monitor water usage.

3.2.25.16 Electrical

Electrical power, lighting and telecommunications shall be provided to the facility in accordance with APPLICABLE CRITERIA in accordance with GENERAL TECHNICAL REQUIREMENTS, in accordance with all IEEE Standards (including Recommended Practice) where the scope is applicable to this design effort, in accordance with all UL Standards where the UL scope is applicable to this design effort and where itemized, in the combined interdisciplinary areas cited and where itemized herein. Provide electric service and distribution equipment, wiring receptacles and grounding, interior and exterior lighting and control, emergency lighting, telephone, communication systems, fire alarm, other health and safety alarms, and intrusion systems in accordance with NFPA 70, National Electrical Code; IEEE/ANSI C2, National Electrical Safety Code; and the latest Installation design requirements. Perform a short circuit study as an integral part of selecting and sizing electrical distribution components (all equipment shall be fully rated; that is, do not use series-combination rated equipment). Perform a coordination study to ensure that protective device settings are appropriate for the expected range of conditions (depending on the design and construction schedule, it is acceptable to design adequate protective devices with adjustable features, followed by a coordination study required during construction to specify the correct settings.) Circuit breakers, disconnect switches, and other devices that meet the OSHA definition of energy-isolating device must be lockable. Do not exceed 5 percent combined voltage drop on feeders and branch circuits if the transformer providing service is located within the facility. If the transformer is located exterior to the facility, limit the combined voltage drop for service conductors, feeders, and branch circuits to 5 percent. Individual voltage drop on branch circuits should not exceed 3 percent. Branch circuits supplying sensitive circuits should be limited to 1 percent voltage drop. Service grounding system and all wiring methods must meet the current NFPA 70 requirements. All electrical equipment must be Underwriters Laboratories (UL) listed or published proof of safety and performance from an approved independent testing laboratory shall be provided. All service equipment must be Underwriters Laboratories (UL) listed as service equipment. Alternately, published proof from an approved independent testing laboratory may be provided. Provide electrical metering of the aquatic area and provide monitoring of the electrical meter by Utility Monitoring and Control System.

Provide interior power per the general electrical requirements unless revised by the requirements of this RFP. When facility electrical design includes a 480/277V power distribution system, mechanical systems and lighting systems shall generally be fed from the available 480/277V power distribution system. All electrical outlets shall feature ground-fault circuit-interrupter protection for personnel.

Provide a sufficient number of floor and wall electrical outlets to accommodate current needs.

Provide an electric wall clock visible from the pool deck area. General convenience receptacles and special power outlets shall be specification grade.

3.2.25.17 Fire Protection and Life Safety

All new and refurbished buildings shall have automatic fire detection and fire suppression systems, which shall be monitored to send signals to the installation fire station, central control, or monitoring facilities. All materials and equipment shall be UL listed. Equipment selections should not be considered in isolation, but shall be reviewed in unison with the overall fire strategy for each building and installation.

3.2.25.18 Communications and Data

Two-way communication stations shall be provided at the check-in area and the office. At least one telephone and data outlet with high-speed Internet connections shall be provided in the check-in and office area.

3.2.25.19 Public Address System

A centrally controlled public address and two-way communication system is required for all pool facilities. Incorporate a public address (PA) capability with the phone system to allow paging from all staff phones, where possible. Provide a PA system at the control desk if it cannot be incorporated in the phone system. At least one public address speaker shall be provided in each dressing room, office, check-in, public toilet, and lobby. One indoor speaker shall be provided for every 800 sq. feet of net floor area.

3.2.25.20 Closed Circuit TV

A closed circuit TV system is required to address safety concerns, to monitor authorized access, and for general pool supervision. The system must oversee the lobby and entrances to the pool, and must provide full coverage of the entire pool area.

3.2.25.21 Interior Lighting

All artificial lighting fixtures in a given space shall be capable of independent switching and shall be located to allow for re-lamping from floor or catwalk surfaces with the aid of portable ladders or scaffolding, if necessary. Lights located above the pool shall be avoided unless a catwalk system is provided.

Skylights or open air configurations may be appropriate for the entry control, food service, and some administrative areas. Beyond the obvious constraints of modesty, which requires visual screening up to 8 feet, glass is possible in all areas of the dressing rooms, toilets, showers, etc. The opportunity for energy savings and day lighting offer a design freedom that exists in few other building types. Where a solar assessment shows an active solar application to be cost effective, it shall be included to supplement pool water or space heating requirements.

Indoor swimming pool areas: Provide interior wall mounted indirect ambient uplighting controlled with a "daylighting" light sensing control system. Lighting shall also be controlled with an automated time clock with a manual ON/OFF timed override feature. Select, locate and shield luminaires to avoid direct glare. Select luminaires to avoid a direct component that would result in direct glare. This is especially important considering that the water and a wet deck provide specular surfaces. The lighting design should avoid direct and reflected glare on the water surface. Also consider maintenance and accessibility. Locate luminaires above the deck and at the edge of the pool to allow for access and relamping. Target Horizontal Illuminance (± 10%): For recreational class of play: 300 lux (30 fc). For other classes of play, see IESNA RP-6.

Fluorescent fixtures with low temperature, energy efficient ballasts and lamps are appropriate for most areas unless other lighting requirements are identified. Provide wet area rated fixtures in designed wet areas like the showers, dressing areas, and toilets. Utilize daylight lamps for most applications, because cool white lamps are too cold. Consider light fixtures that minimize glare and shadowing. Where natural light is available, provide lighting control systems, including ambient light dimmers to automatically reduce the intensity levels of artificial lighting.

3.2.25.22 Filtration, Circulation, and Heating Systems

Locate all pool mechanical equipment and chemical storage areas away from public access. Doors or openings shall be sized to permit the replacement of all equipment and ventilation is required for motors and heaters.

3.2.25.23 Chemical Storage

Provide a separate chemical storage room or structure for chlorine and other chemicals. Locate this storage area within the mechanical equipment compound or in a room adjacent to the pool equipment that is not accessible to the public. Doors shall be secure from break-ins and warning signs shall be posted concerning gaseous chlorine storage and the need for protective clothing and equipment. The chemical storage room shall be fire and explosion proof and shall have a vent fan capable of one complete air change in one to four minutes. An OSHA approved eye wash station, gloves, protective goggles, and gas masks are required in the

pool equipment and chemical storage areas.

3.2.26 Pool Deck Design

The hard surfaced areas around pools serve as a circulation system and lounging area for pool users. Optional amenities, such as concession areas and spectator seating areas, may require additional deck space to accommodate the desired programs.

3.2.26.1 Deck Size and Capacity

The deck area normally required for aquatic areas is normally .75 to 1.5 times the pool water area.

3.2.26.2 Materials and Surface Finishes

Pool decks shall be constructed of an impervious material, such as concrete, porcelain tile, ceramic tile, unglazed tile, or other hard, non-slip surface. The perimeter 10 feet area around the pool is considered a wet area and needs to be designed to prevent slipping when wet. Water shall not be allowed to puddle or pond on the deck area. All areas shall be pitched to provide positive drainage away from the pool with a minimum slope of 1/4 inch per foot and not more than 1/2 inch per foot. Water depths and "No Diving" signs that are integral to the deck surface shall be placed at the pool edge and inside the pool.

3.2.26.3 Deck Drains

Drains on the deck must be drained to the sewer, and not be recirculated back into the pool.

3.2.27 Technical Requirements

3.2.27.1 Overflow Systems

A continuous overflow perimeter system is recommended in the main pool. Prefabricated, stainless steel surge gutter systems are preferred because they provide constant skimming of the surface water to help remove debris and provide surge storage capacity for water displaced by swimmers. Scuppers that utilize a thin layer of water falling over a weir may be used to skim water from wading and training pools; however they do not adequately handle the surge requirements of main pools.

3.2.27.2 Circulation and Filter Systems

All portions of the water distribution system serving the swimming pool and auxiliary facilities shall be protected against backflow. Water introduced into the pool, either directly or into the circulation system, shall be supplied through air gap fittings. There shall be no direct physical connection between the sanitary or storm sewer system and any drain from the swimming pool recirculation system. Provisions shall be made for complete, continuous circulation of water through all parts of the swimming pool by appropriately sized, non-corrosive pipes. Heavy grades of schedule 40 polyvinyl chloride (PVC) or schedule 80 in active seismic zones may be utilized for most circulation piping requirements. The valves and draining system for the pool shall be sized to prevent flooding (surcharging) of the sanitary or storm drainage system. Circulation piping shall be designed for a maximum velocity of 10 feet per second. All suction piping shall be designed for a maximum of 6 feet per second. A hair and lint filter of stainless steel with removable basket shall be provided to filter and remove leaves, hair, and other solids entering the drainage system. A centrifugal circulation pump shall be provided of sufficient capacity to provide the minimum turnover rate to the pool, plus an additional allowance of 30%. Minimum turnover rates shall be:

Main Pools: Six turnovers in 24 hours

Wading Pools: Twelve turnovers in 24 hours

3.2.27.3 Recirculation System Minimum Requirements

A recirculation system, consisting of pumps, piping, filters, feeders, water conditioning equipment, city water make-up, surge tank, and other accessories shall be provided to clarify and disinfect a swimming pool volume of water in three hours or less, thus providing a minimum turnover rate of eight times in 24 hours. For pools subject to heavy usage, the turnover rate shall be increased to three hours. Under normal operating conditions, water shall be re-circulated from the main drain and through the overflow gutter into the circulating pumps. Approximately 30% of the water shall enter the main drain, while 70% "skims" over the gutter system through the surge tank and hence into the pumping system.

3.2.27.4 Surge Tanks and Surge Control

Circulation systems shall be equipped with concrete, cast-in-place surge tanks, unless the maximum surge requirements of a pool can be handled by a surge gutter system. The purpose of the surge tank is to allow water displaced by pool occupants to be collected in the surge tank and later returned to the pool as occupancy decreases. Provide flow control valves to modulate water flow from the main drain and from the surge tank. New gutter systems may eliminate the need for surge tanks, because the displaced water may be contained within the gutter overflow system.

3.2.27.5 Motor Controls and Auxiliaries

Provide magnetic starters for the control of the circulation pump, including a stainless steel enclosure to prevent corrosion. Use non-corroding metallic components, such as aluminum and stainless steel, for all electrical and control items subject to corrosion,

3.2.27.6 Pumps

Pumps are utilized to displace a liquid or gas to create a directed flow and many different types of pumps may be required for pool equipment, such as chemical feed pumps, transfer pumps, vacuum pumps, circulation pumps, booster pumps, hydrotherapy pumps, and compressor pumps. Centrifugal style pumps are generally used for all circulation pumps that must be sized appropriately to handle the required capacity. Utilize mesh-bucket filters immediately in front of circulation pumps to protect the internal components of the pump from larger, solid objects and to strain hair and lint form the re-circulating water. A pump pit may be required adjacent to the surge tank to circulate water for filtration, heating (if required), and return it to the pool.

3.2.27.7 Flow Meters

Provide a flow meter in each main line serving a swimming pool or wading pool. Flow meters are also demanded by the health department codes in most states and provinces. Install flow meters on a straight, uninterrupted section of pipe at least 10 pipe diameters down-stream from the last fitting with about five diameters distance "clean run" beyond so that the smooth, linear flow is not disturbed to ensure accurate readings. In addition, provide a mercury type manometer flow meter at the discharge of the circulating pump to control primary flow and backwash. Provide a flow control valve so that the operator may manually control the circulation rate of the pump, thereby maintaining the turnover rate throughout a filter cycle from clean to dirty.

3.2.27.8 Filters

Filtration is the physical process of removing soils which would interfere or impede the disinfection process if not removed. Filters only remove solids and any dissolved elements must be removed as part of the disinfection process. The two major types of pool filters are sand filters and diatomaceous earth (DE) filters that both offer equal levels of effectiveness. Utilize high rate sand pressure type filtration banks that are National Swimming Pool Foundation (NSPF) approved because their effectiveness actually improves over time due to the buildup of trapped soil that becomes increasingly dense and resistant to water flow. Filters must be backwashed periodically according to the manufacturer's specifications and discharged directly into the sanitary or storm sewer where allowed by code.

3.2.27.9 Drains and Inlets

Dual main pool drains are mandatory to prevent entrapment hazards. Inlets and drains shall not protrude into the pool or allow entrapment of extremities. Drains and drain covers to be tamper proof and entrapment proof. Refer to the current guidance provided by the Consumer Product Safety Commission publication "Guidelines for Entrapment Hazards: Making Pools and Spas Safer" for information regarding the prevention of entrapment hazards. At least one main drain will be provided in the deepest part of the swimming pool. For pools at least 30 feet wide, multiple drains will be spaced no more than 15 feet from a side wall.

Each drain shall have a removable but secure grate that has sufficient area to maintain water velocity at or below 1 foot, 6 inches per second.

In accordance with VIRGINIA GRAEME BAKER POOL AND SPA SAFETY ACT, PUBLIC LAW 110-140, each public pool and spa in the United States shall be equipped with anti-entrapment devices or systems that comply with the ASME/ANSI A112.19.8 performance standard, or any successor standard; and each public pool and spa in the United States with a single main drain other than an unblockable drain shall be equipped, at a minimum, with 1 or more of the following devices or systems designed to prevent entrapment by pool or spa drains:

(I) Safety vacuum release system.-A safety vacuum release system which ceases operation of the pump, reverses the circulation flow, or otherwise provides a vacuum release at a suction outlet when a blockage is detected, that has been tested by an independent third party and found to conform to ASME/ANSI standard A112.19.17 or ASTM standard F2387.

(II) Suction-limiting vent system.-A suction-limiting vent system with a tamper-resistant atmospheric opening.

(III) Gravity drainage system.-A gravity drainage system that utilizes a collector tank.

(IV) Automatic pump shut-off system.-An automatic pump shut-off system.

(V) Drain disablement.-A device or system that disables the drain.

(VI) Other systems.-Any other system determined by the Commission to be equally effective as, or better than, the systems described in (I) through (V) of this paragraph at preventing or eliminating the risk of injury or death associated with pool drainage systems.

One inlet shall be provided for each 300 sq. feet or 15,000 gallons, whichever is greater and all inlets will be located on the pool sides or floor in a manner that completely distributes the water. Utilize butterfly, ball and globe style inlet valves made partially or completely of PVC or other high quality plastic for new pools and renovations. Fresh water may also be supplied through a fill spout at least 6 inches above the pool deck.

To prevent injuries and to slightly disturb the water for better diver visibility in the diving area, this spout shall have no sharp edges and be located under one of the diving boards.

3.2.27.10 Heating and Water Temperature

Heaters are necessary for all indoor pools. The selected water heater shall have the capacity to bring the pool up to the desired temperature within 24 hours. Pool heaters to meet the requirements of EPAct05 and ASHRAE 90.1.

3.2.27.11 Water Quality

The design and method for pool disinfection must be coordinated with the installation. Use of chlorine gas, although cost effective and efficient, as a disinfectant in swimming pools is discouraged due to safety issues and the availability of less dangerous disinfectants (e.g., sodium hypochlorite, calcium hypochlorite). When

economical, consideration should be given to the use of sodium hypochlorite generators that produce disinfectants from sodium chloride (salt).

Automatic Chemical Controllers are required which measure ORP and pH (this is part of the BLS). An Ultra Violet (UV) System is strongly recommended for supplemental disinfection/ sanitation.

3.2.27.12 Pool Lighting

Surface lighting will provide at least 30-foot candles of illumination on the deck and pool area. Overhead flood lights should be mounted at least 20 feet above the water surface. Select flood lighting lamps to allow 1 watt per square foot minimum. Consult the specific requirements of the appropriate regulatory agency if competitive swimming events will be conducted. USS rules for championship meets require a minimum of 40- foot candles of illumination 3 feet above the water.

Area lighting should be designed to reduce direct glare and reflections on the water surface. Ground fault circuit interrupters (GFCI) are required for all electrical equipment (vending machines, pool lights, water coolers, etc.). Provide power sources for additional lighting that may be needed for television, movies, and special events.

3.2.27.13 Underwater Lighting Criteria

Verify with the installation if underwater lighting is desired. Underwater lighting types and dimensions shall conform to the National Electric Code (NEC) Article 680 regulations. Underwater lights require 0.5 to 2.0 watts per square foot of water area and should be sized accordingly. Box connections for dry or wet niches should be a minimum of 4 feet away from the side wall of the pool and 8 inches above the deck. Underwater light fixtures are available at standard voltage (120 volts), and at low voltage (12 volts). Low voltage wiring should be used for all dry or wet niche lighting fixtures. This requires a transformer located, by code, a specific distance away from the pool wall and above deck.

3.2.28 Passenger Elevator

Provide a minimum of one hydraulic elevator sized to comply with the IBC medical stretcher requirements and also designed to vertically transport the largest movable equipment of furniture used on the project.

3.2.29 Public Address System

Provide a public address system with speakers in all common areas.

3.2.30 Access Control System

Provide an access control system utilizing credential devices to monitor and control personnel movement into the Facility. The ACS shall log and achieve all transactions.

3.2.31 Video Surveillance System

Provide an interior and exterior CCTV system for visual assessment and archiving of parking lot and all perimeter doors of the Facility. Features shall include interface with COA monitoring for control of camera call-up to video monitors and digital video archiving.

3.2.32 Fixture, Furniture and Equipment (FF&E)

The FF&E process must begin approximately with the 50% design submittal. The submittals must include fixtures, furnishings and equipment specifications in accordance with the Activity requirements to produce an optimally functional Facility. Any Audio Visual (A/V) equipment required in the project shall be included and identified as a separate line item. Include an Allowance of 1.5% of the total construction cost for the FF&E

package.

3.3 General Structural Design Criteria

3.3.1 Purpose and Content

This section describes the minimum structural engineering design criteria for the MLK, Jr., Recreational & Aquatic Facility. Included in the criteria are required design loads for buildings, miscellaneous structures, and components. Also included are analysis and design methodologies for various materials of construction including concrete (cast-in-place and precast), steel, masonry, aluminum, fiberglass, and stainless steel. Additionally included are minimum material properties and cast-in-place concrete properties and installation requirements.

In case of this document's overlap and conflict with governing codes and standards, the Design/Builder will follow the more strict interpretation or directive. Similarly, where multiple reference standards are cited, the most stringent requirements shall govern.

3.3.2 Applicable Codes, Standards, and References

The design codes, standards and references listed below shall serve as the basis for design for building and non-building structures, including all lateral force resisting systems, components, and claddings:

+ International Building Code (IBC), 2012 Edition including 2014 Georgia Amendments local amendments (hereafter called "Building Code" or "Code")
+ ACI 318-11: Building Code Requirements for Reinforced Concrete.
+ ACI 350-06: Code Requirements for Environmental Engineering Concrete Structures and Commentary ACI 350R-06.
+ ACI 350.4R-04: Design Considerations for Environmental Engineering Concrete Structures.
+ ACI 350.3-06: Seismic Design of Liquid Containing Structures and Commentary ACI 350.3R-06ACI 530-11: Building Code Requirements for Masonry Structures.
+ ADM 1-10: Aluminum Association Design Manual Specification for Aluminum Structures, 2010 Edition.
+ AISC Manual of Steel Construction, 14th Edition.
+ ASCE 7-10: Minimum Design Loads for Buildings and Structures.

3.3.3Guidelines and Procedures

All structural engineering shall be done in accordance with this DC and applicable codes, specifications, and standards, as well as to reflect the judgment and experience of the responsible professional engineer. Designers will use the guidelines contained herein unless there is an overriding reason not to use them for particular components of the Project. In that event, documentation must be provided in the calculations or by separate memorandum and reviewed by the City.

3.3.4 Loads

3.3.4.1 General

Loads to be considered shall include both lateral and vertical loads. Lateral loads are imposed by wind, seismic, soil and liquid pressures, and surcharge loads adjacent to walls. Vertical loads include dead loads, live loads, snow load, suction and uplift loads imposed by wind, and uplift loads imposed by flood or groundwater. Equipment, large piping, and pipe thrust loads shall be accurately determined and incorporated into the structural design.

The following loads will be used for structural analysis of floor and roof systems in addition to any loading required by the building code:

1. Roof snow loads.
2. Roof dead loads.
3. Roof wind
4. Dead and Live Loads

For dead load, include all permanent or semi-permanent loads. This includes equipment, piping, banks of conduit, electrical trays, floors, supporting members, walls, partitions, chemicals in bins or on storage floors, and liquid contents of piping, containers, and equipment. Dead load also includes weight of soil on soil-covered roofs, if applicable.

Live loads include all loads not defined as dead loads including people, tools, and equipment that may be placed on floors temporarily. Live loads need not be applied to floor areas permanently covered by equipment, unless the live load is higher than the equipment load. Reduction of live loads may be considered only as permitted in the Building Code.

- Wind and Seismic Loads

Refer to the Building Code for complete deviation of loads. A summary of wind and seismic design information shall be clearly presented on the structural drawings, including basic wind speed, wind importance factor and building category, wind exposure, building enclosure classification and internal pressure coefficient, and a summary of design component/cladding wind pressures.

3.3.5 Foundations

A Report of Subsurface Exploration and Preliminary Geotechnical Engineering Evaluation are included in other portions of this RFP. Any included subsurface information is only for the Design/Builder's information and is not guaranteed to fully represent all subsurface conditions. The Design/Builder is required to retain a Geotechnical Engineer experienced and licensed in Georgia to interpret the information provided as related to his design concept and develop geotechnical requirements to support design and construction. Foundation must be designed to suit subsurface conditions and must be capable of transmitting all building loads to the ground.

3.3.6 Slab on Grade

As determined by the Design/Builder's Designer of Record to be applicable, provide a standard or structurally supported concreate slab on grade. Where slab on grade is below the existing adjacent exterior grade, provide water/dampproofing and a perimeter drainage system to remove ground water from the area immediately adjacent to the building.

3.3.7 Floor Construction

The floor construction shall include any structural framing system meeting the requirements of the section.

3.3.8 Roof Construction

The roof construction shall include any structural framing system meeting the requirements of this section.

3.4 General Building Mechanical Service Design Criteria

3.4.1 General

All design must conform to the local building codes, including the 2012 edition of the International Building Code with GA Amendments and all other codes and standards as contained therein.

3.4.2 HVAC

3.4.2.1 HVAC Systems Functions

The HVAC system shall perform the follow functions:

1. Protect equipment and piping from overheating or freezing.
2. Provide uninterruptible operation of cooling equipment for electrical through adequate redundant systems.

3.4.2.2 General HVAC Drawing Criteria

In addition to the HVAC design criteria, the following requirements shall apply to HVAC drawings:

1. Ensure the minimum scale for ductwork and piping plans is 1/8 inch = 1 foot for congested areas and equipment rooms; the partial plans shall have a scale of 1-1/4 inch= 1 foot.
2. Provide sections and elevations for all major equipment and multiple layers of piping or ductwork. Sections and elevations shall have a scale of 1-1/4 inch = 1 foot.
3. Indicate the airflow through the various rooms and duct systems on an air-balance diagram as part of the construction documents.
4. In addition, the following shall be provided where applicable:

- Standard construction detail sheets.
- Demolition drawings of all existing equipment to be removed.

Automatic temperature-control systems descriptions and sequence of operation.

The air balance diagrams shall, as a minimum, show the following:

1. Each space with space identification.
2. Ventilation air flow in cubic feet per minute (cfm) for each space, with supply, exhaust and transfer identified.
3. Ventilation rate in air changes per hour and design basis.

4. Infiltration or exfiltration rate in cfm.

5. Positive or negative pressurization criteria.

6. All ductwork, fans and air handlers.

7. Fan and air handler identification numbers (IDs).

8. Fan and air handler capacities in cfm.

9. Duct air flows in cfm.

10. Pressure relief dampers.

11. Control dampers.

12. Fire-rated and smoke control dampers.

The following information used by construction field personnel in the construction of the Project shall be on the drawings:

13. Piping details.

14. Air handling units and fans installation details.

15. Fire damper location

3.4.2.3 HVAC Design Procedures

Codes and Standards:

The latest editions of the following codes and standards shall apply:

+ International Building Code, 2012 Edition, with Georgia Amendments (2014)

+ International Fire Code, 2012 Edition, with Georgia Amendments (2014)

+ International Plumbing Code, 2012 Edition, with Georgia Amendments (2014)

+ International Mechanical Code, 2012 Edition, with Georgia Amendments (2014)

+ International Fuel Gas Code, 2011 Edition, with no Georgia Amendments

+ International Energy Conservation Code, 2009 Edition, with Georgia Supplements and Amendments (2011) (2012).

+ The National Electrical Code (NEC).

+ Occupational Safety & Health Administration Regulations.

The HVAC design shall comply with the applicable standards and recommended practices of the following organizations:

+ American Society of Heating, Refrigerating, and Air Conditioning Engineers (ASHRAE).

+ Sheet Metal and Air Conditioning Contractors National Association (SMACNA).

+ Air Moving and Conditioning Association (AMCA).

+ Associated Air Balance Council (AABC).

In cases where existing facilities are included in the scope of work and the existing HVAC systems do not meet current code requirements, the HVAC systems shall be modified to meet these requirements.

Calculations:

Calculations must follow the methodology outlined in the applicable energy codes, ASHRAE Handbook of Fundamentals, and referenced ASHRAE handbooks and publications. If requested by the Owner, calculations shall be submitted.

At a minimum, calculations shall be performed for the following:

1. Heat transmission coefficients.

2. Space heat gain from internal loads.

3. Space heating and cooling loads

4. Ductwork pressure loss. Ductwork shall be sized for a friction loss of 0.08" wc/100 ft.

5. Fan motor sizing.

6. Heating and cooling equipment sizing.

7. Condensation control.

8. Space supply and exhaust ventilation rates shall be calculated for all applicable criteria, and the highest ventilation rate shall be used for design.

Evaluations:

As part of the design, the following items shall be evaluated:

Design and Layout:

In making layouts, the following requirements shall be observed:

1. Provide adequate clearance for equipment installation, operation, and maintainability and mark clearance areas on plans.

2. Position air-handling units so filters and coils can be pulled and removed from the building without demolishing permanent walls or structures.

3. Mount equipment and panels on housekeeping pads.

4. Provide the recommended clearance (no less than 3 feet) between the outermost extremities of adjacent pieces of equipment or between a wall and a piece of equipment. Clearances will be required on sides of equipment in accordance with manufactures recommendations.

5. When equipment is not mounted on the floor, provide service platforms with suitable access.

6. Provide ladders, catwalks, and hatches for accessing and removing equipment.

7. Rooftop equipment requiring service must be located ten feet from the roof edge or fall protection provided.

8. Provide lifting lugs for removing equipment.

9. Locate piping so it does not create a hazard to workers or prevent access to equipment. Allow a minimum clearance of 5 feet for a walkway.

10. Layout piping close to walls for support, purposes particularly in areas with high ceilings.

11. Verify that equipment can be replaced. Clearance for the largest component is acceptable if removing the assembled unit is not feasible. Where a standby unit is required, replacing one unit shall not require shutting down the standby unit for access or removal.

12. Check alternate supplies when determining space requirements. Consider the need for removing the fan shaft if using externally isolated units.

13. Pipe supports generally are not shown on the layout drawings. For small diameter piping locations and details for anchoring 12" diameter and larger rigid pipe shall be shown. Acceptable types of supports and anchorage details are shown on the standard details.

14. Provide flexible connections so piping can be easily assembled and disassembled.

15. Allow ample space for diaphragm-, cylinder-, and motor-operated valve and gate actuators.

16. Provide adequate clearance for rising-stem valves and gates.

17. Provide ducted air supply and exhaust in open pits requiring regular maintenance.

18. Provide conditioned cool air (direct expansion type) to electrical rooms. Insulate ductwork carrying conditioned air in accordance with the Energy Code.

In addition to the layout information listed above, the following requirements shall be observed on piping drawings:

19. Include provisions for draining above grade gravity lines.

20. Provide unions or flanges where required for disassembling piping and equipment.

21. Piping shall be at least 3/4 inch to provide rigidity. This does not apply to refrigerant lines whose size shall be provided per manufacturer's recommendations.

22. Design sufficient flexibility into piping systems to allow for thermal expansion and contraction without using expansion joints.

23. Provide shut-off valves so the individual equipment can be serviced without shutdowns or other equipment.

HVAC System Types:

The following are basic requirements for the different HVAC systems.

1. Ventilation Systems. Ventilation systems shall provide ventilation to space with supply and exhaust fans. Ductwork shall be installed to increase air movement and to eliminate dead spots.

2. Air Conditioned Systems. Air-conditioned systems shall provide space temperature and/or humidity control utilizing direct expansion refrigeration systems with air handling and ducted air distribution. Electrical and/or instrumentation rooms shall be air- conditioned.

3. Wind Load on HVAC Systems. HVAC equipment located outside buildings shall be designed and installed for the code-prescribed winds loads. HVAC equipment located outside shall be designed according to the manufacturer's design criteria.

4. Indoor Design Conditions. Design conditions shall be selected based upon requirements of the energy code as well as occupancy and equipment requirements. Dehumidification and cooling shall be provided in air-conditioned spaces in accordance with ASHRAE Standard 55. Unless otherwise specified, occupied spaces shall be air conditioned to maintain a minimum of 75°F. Electrical and Instrumentation rooms shall be designed to maintain a maximum of 80°F with equipment operating.

5. Building Envelope Heat-Transmission Coefficients. Buildings, spaces, or rooms that have air-conditioning systems for cooling shall be enclosed in building envelopes that meet the local building codes.

6. Ventilation Air-Rates. ASHRAE Standard 62-2013, "Ventilation for Acceptable Indoor Air Quality," lists the required ventilation air rates for HVAC systems for occupied areas.

7. Location of Ventilation Air Intake, Air Distribution, and Exhaust Air. Filtered outdoor air, and/or filtered and heated or cooled outdoor air, shall be drawn in by supply air fans and distributed into the buildings. The supply shall then be distributed to work areas and low-odor areas of each building. Additional requirements follow.

   - Locate outdoor air intakes as required by the Mechanical Code to prevent entry of odorous air and vehicle exhaust emissions.

   - Locate exhaust discharge points away from outdoor air intakes and walkways as required by the Mechanical Code and ASHRAE Standards. With the exception of clean ventilation exhaust air, exhaust discharges shall not be located where they shall discharge onto people. Louvers shall not be used over doors for chemical exhaust. Exhaust containing hazardous materials shall be located so the discharge point is inaccessible to people and the exhaust plume shall discharge in a safe location. Vertical upblast discharge from roofs is preferred.

   - Design intake louvers and hoods for low face velocity to prevent rain entrainment.

   Shut-off dampers for intakes and exhausts shall be located in the ductwork and not at the fan suction or discharge. Access doors shall be installed to clean out dust and dirt-laden duct systems.

   + Doors shall be 24 inches x 24 inches or the largest door that shall fit into the duct.

   + If there is the potential for moisture carryover or condensation, drains with traps shall be provided at low points in the ductwork.

   + Ductwork shall be inside of buildings whenever possible.

   + Insulate ductwork as required by the Energy Conservation Code and where necessary to prevent condensation.

   + If any of the preceding standards conflict, the most stringent requirements shall govern.

   + Equipment, Ratings, and Materials. All HVAC equipment shall meet efficiency requirements imposed by the Energy Code. Additional

requirements follow:

- Name at least two manufacturers wherever possible (the City must approve any exceptions). Model numbers shall also be stated for the alternate manufacturer, if stated for the design basis manufacturers. If no alternate manufacturer can be determined, the Design/Builder shall write a performance specification, omitting any mention of a specific manufacturer.

- In general, locate all HVAC equipment indoors. Roof-mounted equipment, such as roof exhaust fans and or air handling units, shall be used only with the permission of the City. Suitable access and fall protection is required for all roof- mounted equipment.

- Provide full-height access doors in air-handling units.

- Construct all exhaust-air fans handling odorous air of fiber-reinforced plastic, resin-bonded fiberglass, or 316 stainless steel. Non-sparking blades and explosion-proof motor construction shall be provided where the plant-specific criteria dictate their use.

- Use all other fans and air-handling units made of materials suitable for the air stream and surrounding conditions. For all major fan systems, the designer shall prepare a fan curve of the selected fan with the calculated system curve, at design and both plus and minus 10 percent of flow, to prove stable fan selection.

- Provide fans with a 70 percent or greater efficiency, if possible.

- In general, use equipment in process areas able to withstand wet conditions.

- Use a margin of safety for heating and cooling loads of 10 percent.

- The following margins of safety for static pressure of fans as recommended by the Associated Air Balance Council shall be provided:

8. Low number of zones and balancing dampers: 20 percent Medium number of zones and balancing dampers: 30 percent High number of zones and balancing dampers: 40 percent

- HVAC designers shall use their own discretion in applying a margin of safety to static pressure calculations.

- Use AMCA Publication 201, Fans and Systems reference for non-ideal fan installations. Provisions shall be made for the effects of fan inlet and outlet configuration on static pressure losses, including poor fan inlet and outlet conditions and air acceleration in exhaust fans.

- Corrosion Control. Corrosion control is required to improve the performance, reduce maintenance, and extend operating life of the HVAC systems.

- Redundancy and Reliability. The Design/Builder must consider the need for redundant equipment and emergency electrical service. For large systems, consider using two air handling units sized at 50 percent capacity each.

- Control System. The control system for HVAC equipment shall interface with the Facility control system for alarms and data gathering. Additional HVAC requirements follow:

The HVAC control system shall include local control panels for equipment, either provided with packaged

equipment or free-standing to serve one or more air handling units. HVAC controls shall provide complete control of the system.

a. Economizer cycles, temperature reset, and other energy-saving features shall be specified where practical and where those features do not interfere with other design criteria. However, the Energy Code's control requirements shall always be met.

b. Coordination with other Disciplines.

3.5.3.1 Plumbing

3.5.3.2 Plumbing System Functions

The plumbing system shall perform the following functions:

1. Provide comfortable and odorless condition in buildings and areas intended for human occupancy.

2. Provide sewer and potable water service for sanitary fixtures.

3. Provide potable tempered water services for emergency and eye showers.

3.5.3.3 General Plumbing Drawings Criteria:

In addition to the plumbing design procedures, the following requirements shall apply to the plumbing drawings:

1. Use 1/8" = 1' as the minimum scale for plumbing plans. For enlargement view, the part plans shall have a scale of 1/4" =1'.

Drawings shall include the following plumbing details:

1. Sanitary-fixture drains.

2. Plumbing-fixture water supplies (hot and cold).

3. Water supply piping to hose faucets and hose valves.

4. Pressure reducing stations or pressure boosting systems.

5. Backflow prevention devices.

6. Vent piping.

7. Floor drains and piping.

8. Isometric or riser diagrams for water supply and drainage systems.

9. Extend the drawing of the building drain and water service for each building or facility 5 feet outside the building line. The drawing of the utility services, beyond 5 feet of the building, shall be shown on the civil site drawings.

3.3.5.4 Plumbing Design Procedures:

Codes and Standards. The latest editions of the following codes and standards shall apply:

+ AAA Rules and Regulations for Design Standards 1984.

+ International Building Code, 2012 Edition, with Georgia Amendments (2014)

+ International Fire Code, 2012 Edition, with Georgia Amendments (2014)

+ International Plumbing Code, 2012 Edition, with Georgia Amendments (2014)

+ International Mechanical Code, 2012 Edition, with Georgia Amendments (2014)

+ International Fuel Gas Code, 2011 Edition, with no Georgia Amendments

+ International Energy conservation Code, 2009 Edition, with Georgia Supplements and Amendments (2011) (2012).

+ The National Electrical Code.

+ Occupational Safety & Health Administration Regulations.

Plumbing design shall comply with the applicable standards and recommended practices of the following organizations;

+ American Society of Plumbing Engineers (ASPE).

+ American Society of Testing Materials (ASTM).

+ American Water Works Associations (AWWA).

+ American National Standards Institute (ANSI).

In cases where existing facilities are included in the scope of work and the existing plumbing systems do not meet current code requirements, the plumbing systems shall be modified to meet these requirements.

Plumbing Calculations. When requested by the Owner, calculations shall be submitted. Calculations of the following items are required for plumbing:

ii. Cold- and hot-water-supply pipe sizing and sanitary drainage pipe sizing in accordance with the Georgia Building and Plumbing Codes and the National Standard Plumbing Codes

iii. Water heaters, in accordance with the guidelines recommended by the American

Society of Plumbing Engineers (ASPE); for procedure see ASPE Data Book 1989, Volume I - Fundamentals of Plumbing Design, Chapter 4.

iv. Pipe sizing for other building services such as natural gas, etc.

Other calculations not listed also may be needed for specific facilities or systems.

+ Plumbing Layout. The plumbing drawings shall follow the requirements listed below:

v. Locate sumps at depths sufficient for properly draining gravity lines. Inform the

structural designer of sump requirements.

vi. Piping embedded in slabs shall be positioned to avoid interfering with reinforcing bars. Always inform the structural designer if pipes shall be embedded. Pipe joints shall occur at slab joints for embedded pipe.

vii. Provide unions at joints so piping and equipment can be disassembled.

viii. Branch connections shall be taken off the top of gas, service-air and instrument-air lines to minimize moisture carryover.

ix. Insulate hot and tempered water lines, and branch connections for hot-water- system piping to minimize sediment carryover. Insulate cold water piping where condensation drips would cause damage, or be a nuisance or a hazard.

x. Water heaters shall be designed with heat traps in the piping or integral to the heater.

xi. Maintain water mains to a minimum of 3/4-inch diameter in long horizontal runs.

xii. Locate cleanout in accessible areas for services and no less than 18 inches from any wall.

xiii. Provide a higher invert elevation of any plumbing branch of 18 inches minimum from finish floor elevation.

3.5 General Electrical Design Criteria

The electrical system is intended to continuously and reliably provide power to all equipment. The major functions of the electrical system are as follows:

1. Provide power to all equipment and facilities services.
2. Standby power generation to service vital loads.
3. Equipment and personnel protection.
4. Sequential/logic control (discrete equipment control)

3.5.1 Electrical Design Standards

3.5.1.1 Drawings

The following drawings will be prepared in accordance with the instructions prepared for this Project:

Legend Sheet:

The standard legend sheet of electrical symbols provided in the section will be used without exception on all design drawings. The legend sheet is a general electrical symbol list and may be edited for individual contract drawing sets. The legend may also include electrical abbreviations if there is no separate, comprehensive abbreviation list. If abbreviations are shown on the electrical legend, the list must be complete and accurate. If special symbols are required, they must be shown on the legend sheet and used throughout the entire Project.

Site and Area Plans:

The electrical site plan will show the location of the facility, major equipment, outdoor site

lighting, existing electrical power distribution, duct bank routes, hand hole and manhole locations, (any) outdoor switchgear locations. Existing Georgia Power point of connection shall be shown.

Area plans will show interferences with existing buried pipes, ducts, and other such equipment. In special cases, site and area plans may be needed for plant-wide special systems, such as fire alarms, security, and communications. Electrical site and area plans will be overlays to civil site backgrounds (base sheets).

Facility Plans:

Facility plans will show the location of, and connection to, all equipment and instrumentation that requires raceways or conductors. A separate connection point shall be shown for each of the devices located within an area even if they are all supplied as part of the same package, unless the specifications clearly require that all of the devices are to be wired to a single panel or terminal junction box (TJB) by the supplier of the equipment. Spare raceways for future equipment will also be shown and clearly labeled, where appropriate.

On the facility plan, show locations of receptacles, lights, lighting panels and lighting transformers, water heaters, HVAC equipment, motorized doors, fire alarm systems, security systems, telephone systems, public address systems and other non-process loads. Facility plans will show lighting fixtures (for normal and emergency lighting), illuminated exit signage, outdoor building-mounted lighting, switch controls, lighting panelboards, and connection assignments for branch circuits. Home runs may be used to indicate the destination of branch circuits to the local lighting panels or to emergency power supplies.

Connection configuration for building systems (e.g., fire alarm, security, and public address systems) will be shown on separate riser diagrams. A separate riser diagram will be provided for each system.

Enlarged plans will be provided for electrical rooms, laboratory spaces, and other similar spaces where the plan scale and the number of devices located in a small area make it impractical to show the required information.

Single-Line Diagrams:

General Requirements. The single-line diagrams will show the entire electrical distribution system associated with the facility and shall include any electrical service entrance equipment, engine-generators and their associated switchgear, all distribution switchgear, distribution circuits, and other components down to 460-volt utilization devices and 208V/120-volt panelboards. Circuiting from 208V/120-volt panelboards to their loads will be shown on the panel schedules and on the plans. Circuiting of 480-volt panelboard loads shall be shown on the panel schedules and on the plans where possible.

For panelboards which are powered from MCC buses through a transfer switch, the interconnection with the two sources shall be shown on the single-line diagram.

Subfeeds from panelboards to transfer switches, both manual and automatic, or to locally mounted motor starters are another special case that shall be shown on the single-line diagram down to the final panel or device.

Information on single-line diagrams will include bus capacity, short circuit ratings, overcurrent device types and ratings, surge protection devices, protective relay types and ratings, instrument transformer connections and ratings, motor starters and their types and ratings, power transformer connections and ratings, motors, metering .and load ratings (horsepower or kilowatt) and other major electrical loads.

Medium Voltage Distribution. The single-line diagram for medium voltage distribution, if used, (e.g., 4160 V) will show the entire medium voltage electrical distribution system within the facility to the primary side of the transformers for 480-volt substations. The information to be included on these single-line diagrams will be bus capacity, short circuit ratings, type of overcurrent device or motor starter, protective relays types and quantities, surge protection devices metering instruments, instrument transformers and their ratings, interconnections and switching arrangements for all distribution equipment.

Elevations:

Front elevations for switchgear, unit substations, MCCs, and low-voltage switchboards will be provided. The elevations need not be drawn to scale but must show the relative locations of MCC compartments, overcurrent devices, metering, conductor entrances, and depth of assemblies. The size of MCC buckets must allow space for extra relays, and other equipment, as required. The manufacturer of switchboards and switchgears shall review the elevations of this equipment to ensure proper placement of equipment and check the accuracy of the depicted equipment arrangements. The depths of assemblies shall be noted on elevations.

Schedules

Schedules will generally be shown on the drawings except in the rare case where a separate bound volume of 8-1/2 x 11 inch sheets depicts the segments more easily. The luminaire schedule will show the symbol or alpha-numeric designator for the fixture, power rating, voltage, brand name, catalog number, and a brief description of fixture type and use. Fixture mounting method (e.g., wall pendant, pole, etc.) and heights may be listed on the fixture schedule or as noted on plan drawings. The luminaire schedule will be available to all designers at the early stages of design and the same luminaire will be used for all similar applications throughout the facility.

Panel schedules shall be prepared using a computer spreadsheet program, which allows the final product to be imported into a CADD file and placed electronically onto the drawing. Panel schedule shall include estimated circuit loads in volt amperes. The computer spreadsheet shall automatically calculate total loads in amperes and volt-amperes.

A separate panel will be provided within the facility for the power supply to process related instruments and control equipment. This panel shall be powered from a shielded transformer and transfer switch that is separated from the building facility power supply for reliability.

The panel schedules shall be included on the drawings with the buildings or facilities where they are located or with the one-line diagrams or equipment elevation of the related equipment.

Grounding Plans and Details:

The grounding system shall be shown on the drawings. Grounding shall be shown on the site plans, the process facilities plans, or a separate plan. The grounding plans shall show the grounding electrodes, grounding conductors, equipment busses, and grounding requirements for separately derived systems. The size and ratings of the driven electrodes and conductors shall be shown. Grounding plans shall be supplemented by grounding details. A minimum of one test well per facility shall be provided. Lightning protection system connections to the grounding system shall also be shown.

System Riser Diagrams:

Separate riser diagrams shall be provided for the fire alarm, public address, security, telephone, and communication systems. Riser diagrams shall show all components for each system. The riser shall be arranged to show the relative location of each device or component with respect to the other

system devices and components. The name and number of the room or space where the device or component is located shall be noted on the riser diagram. Interconnecting conduits and wiring also shall be shown on the diagrams.

Details:

Standard details have been provided to supplement the master specifications/standard details. Changes to the standard details must be approved before the modified details shall be used. Create unique details as required. Installation details will be grouped together and shown on separate drawings.

3.6.1.2 Calculations

All calculations are to be prepared on 8 ½ inch x 11 inch sheets and submitted to the City for review. Calculations shall include loads as well as future loads and include all necessary safety factors. Calculations may be done manually or by computer. Each sheet must show the date the calculations were performed, the Project number, and the signature of the person performing the calculations.

At a minimum, the following calculations will be prepared:

1. Load summaries for each switchgear, substation, MCC, transformer, and panelboard.
2. System short circuit analyses.
3. System coordination analyses.
4. Voltage-drop calculations for feeder and branch circuits that are heavily loaded or over 500 feet long.
5. Lighting calculations.

3.5.2 Design Criteria and Guidelines

3.5.2.1. General Requirements

An electrical engineer registered in Georgia will be responsible for overseeing the preparation of the electrical design documents. The design will be in accordance with the best professional practices. The final electrical design drawings will be signed and sealed by an electrical engineer licensed in Georgia.

The design of each task must conform to the requirements of these guidelines. The guidelines describe the minimum requirements. Deviations from the guidelines that are in the best interest of the City and demonstrate a better design will be allowed as long as the City approves the deviation in advance. Documentation, including calculations and cost estimates, must be developed in enough detail so the Design/Builder and the City can evaluate the proposed deviations.

3.5.2.2 Standards and Codes

Electrical design shall conform to the latest editions of the following applicable standards and codes:

+ National Electrical Code (NEC) (NFPA 70).
+ National Electrical Safety Code (NESC).
+ Life Safety Code (NFPA-101-HB).

Standards and codes of the following organizations shall also govern where applicable:

+ American National Standards Institute (ANSI).
+ Illuminating Engineers Society (IES).
+ Instrument Society of America (ISA).
+ National Electrical Manufacturers Association (NEMA).
+ Institute of Electrical and Electronic Engineers (IEEE).
+ Insulated Cable Engineers Association (ICEA).
+ Occupational Safety and Health Act (OSHA).
+ American Society for Testing and Materials (ASTM).
+ Underwriters Laboratory (UL).
+ All applicable regulations of the City of Atlanta Building and Fire Departments.

Local codes and standards shall be applied as appropriate. Where the requirements of more than one code or standard are applicable, the more restrictive shall govern. Requirements of applicable codes and standards are not repeated in this section.

Applicable Federal and local codes and UL listing requirements shall be followed for electrical inspection. Exit signs, emergency egress lighting, and emergency lighting power supply shall conform to requirements of the local code authority.

4.0 COORDINATION

4.1 Project Meetings

The City's Representative shall schedule weekly progress meetings. The progress meetings will be held at least weekly and may be scheduled at a more frequent interval by the City's Representative if necessary. Progress meetings shall be held at a location designated by the City's Representative.

Progress meetings shall be attended by the City and Design/Builder as appropriate to the agenda, suppliers as appropriate to the agenda and others as required.

The meeting agenda shall generally include review and approval of minutes of previous meeting, review of work progress since previous meeting, field observations, problems, and conflicts, problems which impede Construction Schedule, review of off-site fabrication and delivery schedules, corrective measures and procedures to regain project schedule, revisions to Construction Schedule, progress and schedule of the preceding work period, coordination of schedules, review of submittal schedules and status, status of requests for information, maintenance of quality standards, pending changes and substitutions, and other business.

4.2 Cooperation with Other Contractors and Forces

During progress of work under this Agreement, it will be necessary for other contractors and persons employed by the City to work in or about the Project. The City reserves the right to put such other contractors to work and to afford such access to the Site of the work to be performed hereunder at such times as the City deems proper. The Design/Builder shall not impede or interfere with the work for such other contractors engaged in or about the Services and shall so arrange and conduct their work that such other contractors may complete their work at the earliest date possible.

The City's Representative will decide any disputed questions regarding the performance of the Services, access and cleaning up of the site, and priority in all relations between the Design/Builder and other contractors in utility companies, and maintenance crews.

The Design/Builder shall cooperate with all other contractors requiring access to the Services for the purpose of maintenance of security, temporary facilities, cleaning of the site, and like matters requiring common effort.

4.3 Working Drawings, Shop Drawings, Data on Material And Equipment, Samples, and Licenses

4.3.1 General

Design/Builder shall submit to the City for review and exception, if any, such working Drawings, Shop Drawings, test reports and data on Materials, licenses, and Equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of Work, including but not limited to, those working Drawings, Shop Drawings, data and samples specifically required elsewhere in the Specifications and Agreement Documents. Submittals are required for any product that becomes a part of, or affects, the permanent Work.

If requested by the City the Design/Builder will submit engineering calculations at no additional cost to the Contract.

Data on Materials and Equipment include, without limitation, Materials and Equipment lists, catalog data sheets, cuts, diagrams and similar descriptive material. Materials and Equipment lists shall give, for each item thereon, the name and location of the Supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.

It is the duty of Design/Builder to check all Drawings, data and samples prepared by or for it before submitting them for review. Drawings and schedules shall also be checked and coordinated with the Work of all trades involved. Drawings and other submittals originating from Subcontractors will be reviewed and checked similarly by Design/Builder. Pursuant to this required review, Design/Builder shall indicate its

approval, before they are submitted for review by the City, by affixing its stamp of approval, properly initialed and dated. All submittals shall be referenced to the applicable item, section or division of the Specifications.

The City's review of Drawings, data and samples submitted by Design/Builder will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The City's review and exception, if any, will not constitute an approval of dimensions, quantities, and details of the Material, Equipment, device, or item shown.

Design/Builder shall not begin any of the Work covered by a Drawing, data, or a sample returned for correction until a revision or connection thereof has been reviewed and returned to it.

The CPM Schedule shall include respective dates for the submission of shop and work Drawings, the beginning of manufacture, testing, and installation of Materials, Supplies, and Equipment.

4.3.2 Submittal Review

The Design/Builder shall provide Project Document Tracking and Control Systems.

Acceptable submittals will be marked "No Exceptions Taken." Submittals requiring minor connections before the Material or Equipment is acceptable will be marked "Make Corrections Noted." Design/Builder may order, fabricate, or ship the items included in the submittal, provided the indicated connections are made. Drawings must be resubmitted for review prior to installation of Equipment or use of Materials, unless otherwise directed in writing by the City.

Submittals marked "Amend and Resubmit" must be revised to reflect required changes, and the initial review procedure repeated.

The "Rejected- See Remarks" notation is used to indicate Materials or Equipment that are not acceptable. Upon return of a submittal so marked, Design/Builder shall repeat the initial review procedure utilizing acceptable Materials or Equipment.

Drawings on other submittals not bearing the City's "No Exceptions Taken" notation shall not be issued to Subcontractors or utilized for construction purposes. No Work shall be done or equipment installed without a drawing or submittal bearing the "No Exceptions Taken" notation. Design/Builder shall maintain at the job site a complete set of Drawings and other submittals bearing the City's stamp.

In the event Design/Builder obtains the City's approval for the use of equipment other than that which is called for in the Agreement Documents, Design/Builder shall, at its own expense and using methods approved by the City, make any changes to structures, piping and electrical work that may be necessary to accommodate this equipment. If Design/Builder substitutes any specified item of Material or Equipment with another item of Design/Builder's choosing as an "or equal" item, Design/Builder warrants the accuracy and adequacy of the design and performance of the substituted item and further warrants that it has exercised due diligence to ensure that the substituted item will function properly as a component into the integrated Project of which it is a part. Design/Builder shall submit all Drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action. The review of Drawings and schedules will be general, and shall not be construed: (a) as permitting any departure from the Agreement requirements; (b) as relieving Design/Builder of responsibility for any errors, including details, dimensions, and Materials; and (c) as approving departures from details furnished by the City, except as otherwise provided herein.

4.3.3 Shop Drawings

When used in the Agreement Documents, the term" Shop Drawings" shall be considered to mean fabrication drawings, wiring and control diagrams, cuts, or entire catalogs, pamphlets, descriptive literature, and performance and test data. The Drawings shall be submitted using standard transmittal forms in accordance with

detailed instructions furnished by the City. A separate transmittal sheet shall be used for reference to each item, section or division of the Specifications.

Design/Builder shall submit six (6) sets of each Shop Drawing for review. On electrical and instrumentation and control submittals Design/Builder shall submit seven (7) copies of each for review.

Each Shop Drawing shall include the following:

(1) Number and title of the submittal;

(2) Date of Drawing or revision;

(3) Name of Project;

(4) Name of Design/Builder and/or Subcontractor submitting Drawing and with its seal of approval

(5) Specifications title and number; and

(6) Clear identification of contents and location of the Work.

Drawings for Work on utility facilities, streets and other facilities, which are constructed for owners other than the City, shall be coordinated so that information required by these owners is included on the Shop Drawings for their facilities.

If Drawings show variations from Agreement requirements, Design/Builder shall describe such variations in its letter of transmittal. If acceptable, proper adjustment in the Agreement shall be implemented where appropriate. If Design/Builder fails to describe such variations, it shall not be relieved of the responsibility for executing the Work in accordance with Agreement, even though such Drawings have been reviewed.

If the Drawings or schedules as submitted describe variations and show a departure from the Agreement requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in Agreement Price or Time, the City may return the reviewed Drawings without noting an exception.

If no exceptions are taken by the City, each of the Shop Drawings will be identified by being so stamped and dated. Shop Drawings stamped "Rejected- See Remarks" and with required connections shown, will be returned to Design/Builder for correction and re-submittal. On re-submittals, Design/Builder shall direct specific attention, in writing or on resubmitted Drawings, to revisions other than the corrections requested by the City on previous submissions. Design/Builder shall make any corrections required by the City. At least two (2) copies of Drawings or data submittals will be returned to Design/Builder.

When the Drawings or data submittals have been completed to the satisfaction of the City, Design/Builder shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the City.

After final review in which there are no exceptions noted or referenced, and before final payment is made, Design/Builder shall furnish to the City two (2) sets of record Shop Drawings, all clearly revised and completed and brought up to date, showing the permanent construction as actually made and marked FINAL/AS- BU TS. One (1) set of such Shop Drawings shall be submitted electronically in pdf format on CD. The other set shall be a complete paper print.

Design/Builder shall be responsible for and bear all cost of damages which may result from the ordering of any Material or from proceeding with any part of Work prior to the review, without exception, by the City of the necessary Shop Drawings.

4.3.4 Working Drawings

When used in the Agreement Documents, the term "Working Drawings" shall be considered to mean Design/Builder's plans, including a detailed narrative, for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and

false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.

Copies of Working Drawings shall be submitted to the City where required by the Agreement Documents or requested by the City and shall be submitted at least thirty (30) calendar days in advance of their being required for Work.

Working Drawings shall be signed and sealed by an engineer licensed to practice in the State of Georgia and shall convey, or be accompanied by, calculation of other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such Work, Working Drawings must have been reviewed to the satisfaction of the City, and each Working Drawing identified by the City with the stamp of "No Exception Taken." Review of the Working Drawings by the City will not relieve Design/Builder in any way from its responsibility with regard to the fulfillment of the terms of Agreement. All risks of error are assumed by Design/Builder. The City and the City's representative shall have no responsibility therefor.

4.3.5 Record Agreement Drawings

Design/Builder shall keep at least one (1) record copy of all Agreement Documents, reference documents, and all technical submittals at the Site in good order and annotated to show all changes made during the construction process. Record drawings shall be updated and kept current on a monthly basis by Design/Builder. The record drawings will be reviewed monthly by the City prior to approval of Design/Builder's monthly Payment Application. Final "as-built" plans of the Work, shall be satisfactory to the City, and will be provided at Design/Builder's expense within thirty (30) days following Substantial Completion of the Work or any portion thereof. The provision of such as-built documents satisfactory to the City .shall be an express condition precedent to final payment. Upon request, the City will provide one (1) set of reproducibles of the original Agreement Drawings, at no cost, to Design/Builder within two weeks subsequent to the execution of this Agreement.

4.3.6 Samples

Design/Builder shall furnish at no additional cost, for the review of the City, samples required by the Agreement Documents or requested by the City. Samples shall be delivered to the City as specified or directed. Design/Builder shall prepay all shipping charges on samples. Materials or Equipment for which samples are required shall not be used in Work until approved by the City.

Each sample shall have a label indicating:

(1) Name of Project;

(2) Name of Design/Builder and Subcontractor;

(3) Material or Equipment Represented;

(4) Place of Origin;

(5) Name of Producer and Brand (if any); and

(6) Location in Project.

Design/Builder shall prepare a transmittal letter for each shipment of samples containing the information required above. It shall enclose a copy of this letter with the shipment and send a copy of this letter to the City. Review of a sample shall be only for the characteristics or use named in such review and shall not be construed to change or modify any Agreement requirement. Substitutions will not be permitted unless they are considered to be to the City's best interest.

Approved samples not destroyed in testing shall be sent to the City or stored at the Site of the Work

Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Materials and Equipment incorporated in the Work shall match the approved samples. Samples which failed testing or were not approved will be returned to Design/Builder at its expense if so requested at time of submission.

Design/Builder will provide architectural samples to the City in a composite color board format for review and color coordination. These samples shall be of the precise Material and color specified and of sufficient size for comparison to other material samples.

Custom colors and coatings may be required to complete the Project within acceptable architectural standards. Design/Builder shall comply with the Architect's selection and provide Materials that precisely match the approved samples.

4.3.7 Operation and Maintenance Data

Manuals for equipment and systems shall be prepared by equipment manufacturer or system supplier. Manuals for system operation and maintenance shall be prepared by the Design/Builder. Five (5) copies of the manuals shall be provided.

4.3.7.1 Sequencing and Scheduling

Final manuals shall be submitted through the following procedure:

1. Manuals: Submit prior to shipment date for equipment, system, subsystem, or component. Include copy of warranties, Bonds, and service agreements if specified.

2. Final Manuals: Submit not less than 30 days prior to equipment or system field testing or startup.

Manuals for Materials and Finishes shall be submitted through the following procedure:

1. Manuals: Submit at least 15 days prior to request for final inspection.
2. Final Manuals: Submit within 10 days after final inspection.

System Operation and Maintenance Manuals shall be submitted through the following procedure:

1. Manuals: Submit not less than 60 days prior to facility startup.
2. Final Manuals: Submit not less than 30 days prior to facility startup.

4.3.7.2.1 <u>Major Equipment O&M Manuals</u>

This section describes the equipment operation and maintenance manuals and the treatment plant operation and maintenance manual. Five (5) copies of the manual(s) shall be provided.

For each item of equipment or system included in the Project, a list of proposed manuals shall be submitted to the City. The manuals shall follow the following format.

1. Size: 8-1/2 by 11 inches.
2. Manufacturer's printed data, or neatly typewritten.
3. Three-hole punch data for binding and composition; arrange printing so that punched holes do not cover data.
4. Provide separator for each product or piece of equipment with typed description of product and major component parts.
5. Cover: Identify each volume with typed or printed title "OPERATION AND MAINTENANCE MANUAL, VOLUME NO._ OF_," if applicable, and list:

    A. Project title.

B. Designate the system or equipment for which it is intended.

C. Identity of separate structure as applicable.

D. Identity of general subject matter covered in manual.

6. Material shall be suitable for reproduction, with quality equal to original. Photocopying of material will be acceptable, except for material containing photographs.
7. Table of contents neatly typewritten, arranged in a systematic order:
   A. Design/Builder, name of responsible principal, address, and telephone number.
   B. List of each product required to be included, indexed to content of each volume.
   C. List with each product: name, address, and telephone number of subcontractor, supplier, installer, and maintenance Design/Builder, as appropriate.
   D. Identify area of responsibility of each.
8. Provide local source of supply for parts and replacement. Identify each product by product name and other identifying numbers or symbols as set forth in Contract Documents.

4.4 Extended Shift, Weekend and Holiday Work

The City observes the following holidays:

New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and following Friday, and Christmas Day.

Should the Design/Builder deem it necessary to work on Saturdays, Sundays, holidays or longer than eight hours (8) per shift in order to comply with the construction schedule, or because of any emergency, the Design/Builder shall request permission of the City's Representative to do so at least seven (7) calendar days in advance.

4.5 Construction Facilities and Temporary Controls

4.5.1 ShopDrawings

Administrative submittals consisting of copies of permits and approvals for construction shall be submitted as required by laws and regulations and governing agencies.

Shop Drawings of temporary utility submittals shall include:

1. Electric power supply and distribution plans.
2. Water supply and distribution plans.
3. Sanitary facilities.
4. Drainage plans.

Shop Drawings of temporary construction submittals shall include:

1. Access Roads: Routes, cross-sections, and drainage facilities.
2. Parking area plans.
3. Design/Builder's field office, storage yard, and storage building plans including gravel surfaced area.
4. Fencing and protective barrier locations and details.
5. The City Representative field office plans.
6. Staging area location plan.
7. Traffic Control and Routing Plans: As specified herein, and proposed revisions thereto.
8. Plan for maintenance of existing plant operations.

Shop Drawings of temporary control submittals shall include:

1. Noise control plan.
2. Plan for disposal of waste materials and intended haul routes.

4.5.2 Mobilization

Mobilization shall include, but not be limited to, these principal items:

- 1. Obtaining required permits.
- 2. Moving Design/Builder's field office and equipment required for first month operations onto site.
- 3. Installing temporary construction power, wiring, and lighting facilities.
- 4. Providing on-site communication facilities, including telephones.
- 5. Providing on-site sanitary facilities and potable water facilities as specified and as required by laws and regulations and governing agencies.
- 6. Arranging for and erection of Design/Builder's work and storage yard.
- 7. Posting OSHA required notices and establishing safety programs and procedures.

4.5.3 Design/Builder's Use of Premises

Lands owned by which Design/Builder shall perform the work are as shown on the Drawings.

4.5.4 Temporary Utilities

4.5.4.1 Power

1. The Design/Builder shall be responsible for obtaining temporary electric power service, providing metering equipment, and paying all costs for the electric power used during the Contract period.
2. Cost of electric power used in performance and acceptance testing will be borne by the Design/Builder

4.5.4.2 Lighting

1. Provide temporary lighting at least to meet all applicable safety requirements to allow erection, application, or installation of materials and equipment, and observation or inspection of the work.

4.5.4.2 Cooling and Ventilating

1. Provide as required to maintain adequate environmental conditions to facilitate progress of the work, to meet specified minimum conditions for the installation of materials, and to protect materials, equipment, and finishes from damage due to temperature or humidity.
2. Provide adequate forced air ventilation of enclosed areas to cure installed materials, to dispense humidity, and to prevent hazardous accumulations of dust, fumes, vapors, or gases.
3. Pay all costs of installation, maintenance, operation, removal, and fuel consumed.

4.5.4.4 Water

1. Design/Builder shall be responsible for obtaining construction water at the site
2. Temporary facilities and piping required to bring water to the point of use shall be provided and shall be removed when no longer needed.

3. Necessary water required for testing, equipment, tanks or basins, and piping shall be provided.
4. The City shall locate utilities on plans but the Design/Builder shall be responsible for all associated costs.

4.5.4.5 Sanitary and Personnel Facilities

1. Facilities for the City Representative, Design/Builder's employees, subcontractors, and all other on- site employer's employees shall be provided and maintained.

4.5.4.6 Protection

1. Adequate firefighting equipment capable of extinguishing incipient fires shall be provided and maintained on site. All fire protection equipment shall be in accordance with National Fire Prevention Standard for Safeguarding Building Construction Operations (NFPA No. 241).

4.6 Protection of Work and Property

1. The Design/Builder shall maintain continuous service of all existing oil and gas pipelines, underground power, telephone or communication cable, water mains, irrigation lines, sewers, poles and overhead power, and all other utilities encountered along the line of work, unless other arrangements satisfactory to owners of said utilities have been made.
2. Where completion of Work requires temporary or permanent removal and/or relocation of an existing utility, the Design/Builder shall coordinate all activities with owner of said utility
   and perform all work to their satisfaction.
3. The Design/Builder shall protect, shore, brace, support, and maintain underground pipes, conduits, drains, and other underground utility construction uncovered or otherwise affected by construction operations.
4. The Design/Builder shall keep fire hydrants and water control valves free from obstruction and available for use at all times.
5. The Design/Builder shall provide and maintain temporary security fences to protect the work and products not yet installed.

4.6.1 Barricades and Lights

1. The Design/Builder shall furnish and erect such barricades, fences, lights and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Design/Builder shall furnish and maintain at least one light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any work under construction.
2. The Design/Builder shall provide bmlicades and lights as necessary to prevent unauthorized entry to construction areas and affected roads, streets, and alleyways, inside and outside of
   fenced area, and as required to ensure public safety and the safety of Design/Builder's employees, other employer's employees, and others who may be affected by the work.
3. The Design/Builder shall provide barricades and lights to protect existing facilities and adjacent properties from potential damage.
4. The Design/Builder shall locate barricades and lights to enable access by facility operators and property owners.
5. The Design/Builder shall provide barricades and lights to protect streets, roads, highways, and other public thoroughfares that are closed to traffic by effective barricades with acceptable

warning signs.

4.6.2 Trees and Plantings

1. The Design/Builder shall protect from damage and preserve trees, shrubs, and other plants outside the limits of the work and within the limits of the work which are designated to remain undisturbed.
2. The Design/Builder shall employ hand excavation as necessary to prevent tree injury.
3. The Design/Builder shall not stockpile materials or permit traffic within drip lines of trees.
4. The Design/Builder shall provide and maintain temporary barricades around trees.
5. The Design/Builder shall water vegetation as necessary to maintain health.
6. The Design/Builder shall cover temporarily exposed roots with wet burlap, and keep the burlap moist until soil is replaced mound the roots.
7. The Design/Builder shall dispose of removed trees in a legal manner off the site, unless approved by the City.
8. In the event of damage to bark, trunks, limbs, or roots of plants that are not designated for removal, the Design/Builder shall treat damage by corrective pruning, back tracing, application of a heavy coating of tree paint, and other accepted horticultural and tree surgery practices.
9. The Design/Builder shall replace each plant that dies as a result of construction activities.

4.6.3 Finished Construction

1. The Design/Builder shall protect finished floors and concrete floors exposed as well as those covered with composition tile or other applied surfacing.

4.6.4 Waterways

1. The Design/Builder shall keep ditches, culverts, and natural drainages continuously free of construction materials and debris.

4.6.5 Dewatering

1. The Design/Builder shall construct, maintain, and operate cofferdams, channels, flume drains, sumps, pumps, or other temporary diversion and protection works.
2. The Design/Builder shall furnish materials required, install, maintain, and operate necessary pumping and other equipment for the environmentally safe removal and disposal of water from the various parts of the work. Maintain the foundations and parts of the work free from water. Construction dewatering shall be performed and maintained to provide stable subgrades, excavation slopes, and protection of existing structures and utilities and all ongoing new construction. Dewatering systems shall have adequate backup capacity and power to prevent loss of dewatering critical to the protection and stability of the above listed items.

4.6.6 Temporary Controls

4.6.5.1 Air Pollution Control

Air pollution from construction operations shall be minimized.

1. Burning of waste materials, rubbish, or other debris shall not be permitted on or adjacent to the site unless approved by the City.
2. Operations of dumping rock and of carrying rock away in trucks to cause a minimum of dust shall be conducted. Give unpaved streets, roads, detours, or haul roads used in the Construction area a dust-preventive treatment or periodically water to prevent dust. Strictly adhere to applicable environmental regulations for dust prevention.
3. Provide and maintain temporary dust-tight partitions, bulkheads, or other protective devices

during construction to permit normal operation of existing facilities. Construct partitions of plywood, insulating board, plastic sheets, or similar material. Construct partitions in such a manner that dust and dirt from demolition and cutting will not enter other parts of existing building or facilities. Remove temporary partitions as soon as the need no longer exists.

4.6.6.2 Noise Control

The Design/Builder shall take every action possible to minimize the noise caused by their operation.

When required by agencies having jurisdiction, noise-producing work shall be performed in less sensitive hours of the day or week as directed by the City's Representative.

The Design/Builder shall provide equipment that operates with the least possible noise. The use of noisy equipment is prohibited. Hoists and compressor plants shall be electrically operated unless otherwise permitted. The air intake of compressors shall be equipped with silencers, and machinery operated by gearing shall be provided with a type of gearing designed to reduce noise to a minimum. Internal combustion engines shall be equipped with mufflers in good order.

Noise generated by mobile construction equipment, stationary construction equipment, and other equipment involved in the construction of the work shall not exceed the decibel levels indicated below. Noise generated by mobile and stationary construction equipment will be measured three to 6 feet from building lines, and on the A weighing network of Type-2 general purpose sound level meter set at fast response.

	Combined Residential and Commercial
Allowable Sound Levels of Mobile Construction Equipment:	
-From 7 a.m. to 10 p.m., Monday thru Saturday, Except Legal Holidays	85 Design/Builder A
- At times other than those listed above	70 Design/Builder A
Allowable Sound Levels of Stationary Construction Equipment:	
-From 7 a.m. to 10 p.m., Monday thru Saturday, Except Legal Holidays	70 Design/Builder A
- At times other than those noted above	60 Design/Builder A

Design/Builder shall assure compliance by measuring noise levels as may be required.

4.6.6.3 Water Pollution Control

1. Sanitary sewage and non-storm waste flow interfering with construction and requiring diversion to sanitary sewers shall be diverted. Necessary actions shall be taken to prevent overflow to an existing waterway.
2. Prior to commencing excavation and construction, the Design/Builder shall obtain the City Representative's agreement with detailed plans showing procedures intended to handle and dispose of sewage, groundwater, and stormwater flow, including dewatering pump discharges.

3. Volatile wastes such as mineral spirits, oil, chemicals, or paint thinner in storm or sanitary drains shall not be disposed. Disposal of wastes into streams or waterways shall be prohibited. Acceptable containers for collection and disposal of waste materials, debris, and rubbish shall be provided.

4.6.6.4 Erosion. Sediment, Dust, and Flood Control

1. The Design/Builder shall provide, maintain, and operate temporary facilities to control erosion and sediment releases, and to protect work and existing facilities from flooding during construction period.
2. The Design/Builder shall at all times control the generation of dust by their operations. Control of dust shall be accomplished by water sprinkling or by other methods approved by the
City's Representative.
3. Erosion and sediment controls shall be designed to handle peak runoff resulting from 25-year, 24-hour storm event.
4. Temporary stormwater conveyances shall be sized based on procedures presented in U.S. Department of Agriculture "Urban Hydrology for Small Watersheds," Soil Conservation Service Engineering Technical Release No. 55, 1986.

4.6.6.5 Temporary Storage Yards

1. Temporary storage yards shall be constructed for storage of products that are not subject to damage by weather conditions.

4.6.6.6 Access Roads and Detours

1. Access roads shall be constructed, as required, within Project limits and as shown on the Drawings. Alignments for new routes must be approved by the City.
2. All existing roads and access routes shall be maintained during construction.
3. Drainage ways shall be maintained. Culverts shall be constructed to allow water to flow beneath access roads. Corrosion-resistant culvert pipe of adequate strength to resist construction loads shall be provided.
4. Gravel, crushed rock, or other stabilization material shall be provided to permit access by all motor vehicles at all times.
5. Road grade and crown shall be maintained to eliminate potholes, rutting, and other irregularities that restrict access.
6. Detours and other operations affecting traffic and access shall be coordinated with the City. At least 72-hour notice of operations that will alter access to the site shall be given to the City.
7. Where access roads cross existing fences, gates shall be installed and maintained.
8. Upon completion of construction, ground surface disturbed by access road construction shall be restored to original grade. Damaged or broken culverts shall be replaced with new culvert pipe of same diameter and material.

4.6.6.7 Parking Areas

Vehicular parking shall be controlled to preclude interference with public traffic or parking, access by emergency vehicles, or construction operations. Parking facilities for personnel working on the Project shall be provided. No employee or equipment parking shall be permitted on existing roads.

4.6.6.8 Cleaning During Construction

All floors (basins, tunnels, platforms, walkways, roof surfaces) shall be swept weekly and debris shall be disposed.

Approved containers for collection and disposal of waste materials, debris, and rubbish shall be provided. At least at weekly intervals, such waste materials, debris, and rubbish shall be disposed offsite.

At least weekly, the entry drive and roadways shall be brush swept, and all other streets and walkways affected by work and where adjacent to work.

4.6.6.9 Burning

No burning of waste shall be allowed.

4.7 Existing Utilities

4.7.1 Verification of the Location of the Existing Utilities

Representations of existing utilities, facilities, and structures in the Contract Documents are based upon the best available information. The City and the City's Representative will not be responsible for the completeness or accuracy thereof nor for any deductions, interpretations, or conclusions drawn therefrom.

The Design/Builder shall verify to their own satisfaction by test pit or other means, the actual location of existing utilities prior to construction in their vicinity.

1. Should the Design/Builder in the course of their operations encounter any underground utilities the presence of which was not previously known, or a different type than shown, he shall immediately notify the City's Representative and take all necessary precautions to protect the utility and maintain continuance of service until said utilities can be adjusted by the appropriate owners.
2. Design/Builder will notify all public utility corporations, jurisdictional agencies, or other owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction. Delays and additional cost resulting from a failure of the Design/Builder to notify the utility or to provide adequate notice to the utility shall be at no additional cost to the City.
3. Damage caused to utilities either directly or indirectly by the Design/Builder shall be repaired and the facilities restored to their original condition to the satisfaction of the City's Representative and the utility owner, at no additional cost to the City.
4. The existing piping and utilities that interfere with new construction shall be rerouted as required. Before any piping and utilities not shown on the Drawings are disturbed, the
   Design/Builder shall notify the City's Representative of the location of the pipeline or utility and shall reroute or relocate the pipeline or utility.

4.7.2 Work in Vicinity of Existing Utilities

At least three (3) working days prior to starting work in the vicinity of utility structures and appurtenances, Design/Builder shall notify City's Representative and appropriate utility companies and jurisdictional agencies. Design/Builder shall support and protect all utility structures and appurtenances in accordance with the requirements of the Agreement Documents and the utility companies, and shall take any other steps necessary to protect the structures from disturbance or damage.

A substitute City of Atlanta Ordinance adopted March 13, 1978 requires Design/Builder to contact each gas company maintaining underground gas pipes or

facilities within the city limits prior to the staff of excavation work by blasting or mechanized excavating equipment.

4.7.3 Access to Utilities Facilities

The Design/Builder shall at all times permit free and cleat·access to the various affected facilities by personnel of the utility owners or operators who are working within the limits of work for the purpose of inspection, maintenance, or providing additional service requirements, and the construction of new facilities. When personnel of the utility owners or operators are working within the limits of work to be performed by the Design/Builder, the Design/Builder will not be relieved of their responsibility for the maintenance and protection of such facilities.

4.8 Construction Schedule

Timely performance is of the essence on this Project. The Design/Builder may complete the Project or any part of the Project earlier than is stipulated in the Contract requirements. The Design/Builder may schedule their work to complete earlier than required by the Contract or stipulated in the approved schedule,
However, under no circumstances shall the Design/Builder be entitled to added compensation for delays, which occur during the originally stipulated contract period.

The City has purchased the entire scheduled time period by virtue of this Contract and further stipulates that only those delays which are approved by the City will be considered for adjustment and only to the extent that they delay the work past the originally contractually stipulated milestones.

Procedures

The Work under this Contract shall be planned, scheduled, executed, reported and accomplished using the Precedence Diagramming Critical Path Method (hereinafter referred to as CPM). The work required by this section includes the requirement to prepare, maintain, and update all detailed schedules as described in this section. The CPM Schedules shall be prepared in such a manner as to permit the orderly planning, organization, and execution of the Work and be sufficiently detailed to accurately depict all the Work required by the Contract. Design/Builder shall resource (labor, material and equipment) and cost load its Schedule as specified herein.

Design/Builder hereby agrees that in the process of preparing its baseline schedule and monthly updates, it will consult with all key Subcontractors and suppliers to assure concurrence with the feasibility and achievability of Design/Builder's planned start dates, sequencing, durations, and completion dates. A copy of the computer input files, XER format shall be submitted on CD-R with each submittal. The procedures, technical details and Design/Builder's participation and responsibilities shall be as hereinafter described.

Design/Builder is responsible for determining the sequence of activities, the time estimates for the detailed construction activities and the means, methods, techniques and procedures to be employed. The Schedules identified herein shall represent the Design/Builder's best judgment of how it will prosecute the Work in compliance with the Contract requirements. Design/Builder shall ensure that the Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions may require and as required by the Contract Documents.

Design/Builder's construction schedule shall be prepared using the latest version of Primavera Project Planner (P6) for Windows. Any and all costs incurred by the Design/Builder in researching, training and/or educating its personnel in CPM and/or P6 (or the utilization of outside consultants) shall be part of the Design/Builder's cost proposal and not reimbursed separately by the City

1. The Project Network Schedule Diagram, mathematical analysis, written narrative and monthly updates will be reviewed by either the City's Representative or an independent consultant

selected by the City's Representative. Items will be reviewed for compliance with these Specifications and accurate reporting by the Design/Builder of work inplace, resource loading and work activity durations.

2. Submit to the City's Representative an accepted final CPM Construction Schedule and Final Schedule of Values including Allowance Items, allocated to the CPM Schedule activities within 45 days of the Notice to Proceed. Requirements for the final CPM Construction and Final Schedule of Values are further described hereinafter. Design/Builder's Application for Payment will not be approved until the final CPM Schedule and Schedule of Values have been accepted. The contract Baseline Schedule submittal shall not show any progress until it is accepted by City's Representative

4.8.1 Standards

Definition: CPM, as required by this Section, shall comply with the standards outlined in the Associated General Design/Builders' publication, "Construction Planning and Scheduling" unless specifically changed by this Section.

CPM Construction Schedule: The Design/Builder's CPM Construction Schedule shall include a graphic time scaled logic network, computerized tabular reports and resource loading as described below. To be acceptable, the schedule must demonstrate the following:

1. A logical succession of Work from start to finish. This logical succession, when accepted, is the Design/Builder's work plan and, contrary to normal CPM standards, is designated as early start/early finish solely to accommodate the Primavera software.
2. Clear definition of each activity including cost, manpower, equipment and material quantities as resources. The assigned dollar value (cost loading) of each activity shall cumulatively equal the contract price.
3. Proper interfacing of related activities including submittals, major material and equipment deliveries, procurement, required permits and other constraints such as equipment or manpower/crew availability. Submittal dates must include review periods and permit schedules must include agency review and issue dates. The narrative shall explain the rationale for all constraints, lags and unusual relationships.
4. Agreement with the interim milestones, schedule coordination requirements, and completion dates indicated in the Contract Documents.

CPM Graphic Logic Network

1. The CPM graphic logic network or diagram shall be in the form of a time-scaled diagram of the customary precedence diagram and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 34-inch by 44-inch. Notation on each activity line shall include activity descriptions, total float, and durations as a minimum.
2. All construction activities and procurement shall be indicated in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. A legend shall be included clearly distinguishing between critical and non-critical path activities and progress to date.

Duration: The duration indicated for each activity shall be in units of whole working days and shall represent the single best time considering the scope of the Work and resources planned for the activity including time for holidays and inclement weather. The calendar for the network shall be in calendar days. Except for certain non-labor activities, such as submittal preparation and review, curing concrete, delivering and fabrication of materials, or other activities described specifically in the Contract, activity durations shall not exceed 14 Days, be less than one Day, nor exceed $50,000 in value unless otherwise accepted by the City's Representative.

For all equipment and materials to be fabricated or supplied for the Project, the Contract Baseline Schedule shall

show a sequence of activities including: (a) preparation of shop drawings and sample submissions; (b) thirty (30) calendar days for review of shop drawings and samples (c) shop fabrication, delivery and storage, (d) erection or installation; and, (e) testing of equipment and materials

The Interim Schedule and Contract Baseline Schedule shall show dependencies (or relationships) between each activity. Each activity must have a successor and predecessor, except for the Project Start and Finish Milestone. The use of date constraints shall be limited to Contract Milestones and Contract Completion dates only, unless approved by the City's Representative.

Contract Baseline Schedule shall contain or be able to demonstrate that the following items have been addressed: (a) the Project's name; (b) the Design/Builder's name; (c) revision or edition number; (d) activities of completed work, (e) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separated from that being done by the Design/Builder directly; (f) labor resources distinguished by craft or crew requirements; (g) equipment and material resources distinguished by equipment and material requirements; (h) distinct and identifiable subdivisions of work such as structural slabs, beams, columns; (i) locations of work within the contract limit lines that necessitates different times or crews to perform; (j) outage schedules for existing utility services that will be interrupted during the performance of the Work; (k) acquisition and installation of equipment and materials supplied and/or installed by the City or its separate Design/Builder; (l) material to be stored on site; (m) Phases; and (n) Interim Milestones and the Contract Completion dates.

Computerized Tabular Reports: Reports shall include the following for each activity depicted in the schedule.

1. Activity ID
2. Activity Description
3. Duration (original and remaining)
4. Early Start Date
5. Early Finish Date
6. Total Float
7. Percent Complete
8. Activity Cost and Resources
9. Actual Start Date
10 Actual Finish Date

Project Information: Each report shall be prefaced with the following summary data.

1. Project Name
2. Design-Builder
3. Type of Tabulation (Initial or Updated)
4. Project Duration
5. Project Scheduled Completion Date
6. Projected Completion Date

The Contract Baseline Schedule shall include coding (both activity and project coding) to allow additional grouping and sorting means. The City's Representative shall provide the coding dictionary. Coding shall include (but shall not be limited to) the following:

1. Area
2. Department
3. Phase
4. CSI Code
5. Responsibility
6. Crew/ Craft

4.8.2 Acceptance

The finalized CPM Construction Schedule will be acceptable to the City's Representative when it provides an orderly progression of the Work from Notice to Proceed to Final Completion in accordance with the Contract requirements, adequately defines the Design/Builder's Work plan, provides a workable arrangement for processing submittals in accordance with the requirements, and properly allocates resource values for manpower, major materials, equipment and costs to each activity (free of unbalances in resources) as determined by the City's Representative. Manpower may be represented as composite crews in the CPM Construction Schedule. The network diagram and tabular reports when accepted by the City's Representative shall constitute the CPM Construction Schedule until revised and re-accepted.

When the CPM Construction Schedule has been accepted, the Design/Builder shall submit to the City's Representative:

1. six (6) copies of the CPM graphic logic network,
2. six (6) copies of a computerized, tabular report in which activities have been sequenced by early starting date,
3. two (2) copies of the schedule on CD
4. six (6) copies of the narrative.

The City's Representative's review and acceptance of the Design/Builder's CPM Construction Schedule is for conformance to the requirements of the Contract Documents only. Review and acceptance by the City's Representative of the Design/Builder's CPM Construction Schedule does not relieve the Design/Builder of any of its responsibility whatsoever for the accuracy or feasibility of the CPM Construction Schedule, or of the Design/Builder's ability to meet interim milestone dates and the Contract completion date, nor does such review and acceptance expressly or impliedly warrant, acknowledge, or admit the reasonableness of the logic, durations, and resource value loading of the Design/Builder's CPM Construction Schedule.

The Design/Builder shall participate in a conference with the City's Representative to review the City's Representative's comments on the schedule and evaluation of the proposed network diagram, mathematical analysis and monetary value of activities. The intent is to reach a clearer understanding of the CPM and reach consensus on any revisions to be made. Any revisions necessary as a result of this review shall be resubmitted to the City's Representative within 10 calendar days after the conference. The accepted schedule shall then be used by the Design/Builder for planning, organizing and directing the work and for reporting progress. If the Design/Builder desires to make changes in their method of performing the Work, they shall notify the City's Representative in writing stating the reason for the changes and receive written acceptance of the change prior to putting the change into the accepted schedule.

4.8.3 Qualifications

The Design/Builder shall demonstrate competence in the use of CPM scheduling through the submission of a fully compliant CPM Construction Schedule with the initial CPM submission. In the event the Design/Builder fails to so demonstrate competence in the CPM scheduling, the City's Representative may direct the Design/Builder to employ the services of a Scheduling Firm that can demonstrate competence. The Design/Builder shall comply with such directive.

The Design/Builder shall use the services of scheduler who has verifiable training and credentials in preparing and maintaining a computerized CPM Construction Schedule using Primavera software as specified herein. The scheduler must qualify within the planning period.

1. Required Experience: Performed CPM scheduling on at least 2 completed construction projects of value at least 75 percent as large as this one and having at least 75 percent as many schedule items as this one. Scheduling of both projects shall have been done using Primavera software (P6 for Windows) or equal.
   A. Submit the following:
      1. Descriptions of at least 2 projects of the value and

complexity above.

ii. Copy of a CPM schedule from one of the previous projects.

iii. Names and telephone numbers of facility owner representative, design engineer, and construction manager for each project.

iv. Evidence supporting the above qualifications shall be submitted to the City's Representative.

4.8.5 Submittal Requirements

Initial submittal, revisions and monthly updates of the network diagram, mathematical analysis, and written narrative shall be submitted in six hard copies and two data copies on CD. Submittals will not be accepted unless they are complete as described herein.

The Design/Builder shall submit the following:

1. A CPM time scaled logic network, computer generated using Primavera Project Planner software (The latest version of P6 for Windows).
2. Computerized Tabular Reports.

i. Activity sort by early start, organized by facility or area.
ii. Predecessor/successor listing.
iii. Activity code dictionary.
iv. Resource code dictionary.

3. Basis of schedule narrative describing the logic and reasoning of the schedule. The narrative shall summarize the overall approach to construction sequencing, including but not limited to 1) anticipated lost days due to weather. 2) the rationale for all constraints, lags and unusual relationships. 3) the definition of labor and crews. 4) a list and durations for all major pieces of equipment and resources, and 5) work proposed to be performed on a other than single shift 5 day workweek basis
4. Resource value allocation by activity.
5. Breakdown of specific cost amount for each component of multi-component activities in the CPM Schedule in spreadsheet format (using Microsoft Excel) showing component unit quantities as well as costs. Such breakdown, when accepted by the City's Representative shall constitute the Schedule of Values for the Project.
6. CD copy of entire schedule, narrative and spreadsheet.

4.8.6 Schedule Orientation Session

Design/Builder shall, upon notification from the City's Representative, attend a Schedule Orientation Session relating to the Schedules and Reports requirements for this Contract. The Schedule Orientation Session is designed to review in detail, the objectives of the Schedules and Reports requirements and the requirements. Design/Builder shall arrange for its Project Manager, Superintendent, and Scheduler to attend the Schedule Orientation Session.

The following items shall be discussed during the Schedule Orientation Session: (a) The procedures and requirements for the preparation of the Contract Baseline Schedule, and monthly updates by Design/Builder. (b) how the requirements of the Contract Documents will be monitored and enforced by the City's Representative. (c) long-lead items and time requirements for the Work by Subcontractors will be identified and included in the Contract Baseline Schedule. (d) testing and startup. (e) coding and logic for the Contract Baseline Schedule, and (f) identification and scheduling of shop drawings and other submittals.

4.8.7 Schedule of Values

Submittals

1. Design/Builder shall allocate a dollar value for each activity on the Contract Baseline Schedule. The dollar value for the activity shall be the cost of the Work including labor, materials and equipment. Allowances shall be loaded on activities specifically included for this purpose. No activity on the Contract Baseline Schedule shall exceed a value of $50,000, unless approved by the City's Representative. The sum of all activity costs shall equal the Contract Price. Design/Builder shall revise the resource and value loading as necessary to gain the acceptance of the City's Representative

1. The Final Schedule of Values shall incorporate all comments associated with the Design/Builder's Schedule/Schedule of Values submittals.
2. Submit documentation to support the values with data, which will substantiate correctness, as requested by the City's Representative.
3. The Schedule of Values, when accepted by the City's Representative, shall be used as the only basis for the Design/Builder's Applications for Payment. The total price paid for mobilization shall be as approved by the City's Representative, but in no case shall it exceed two percent (2%) of the lump sum amount and shall be substantiated with invoices and other backup documentation.
4. The Schedule of Values shall be derived from the assigned Progress Schedule Activity Values and identified by Activity ID.

Form and Content of Schedule of Values

1. Identify the Schedule of Values submittal with:
    1. Title of Contract and location.
    2. ContractNumber.
    3. Name and address of Design/Builder.
    4. Date of submission.
2. The Design/Builder's Schedule of Values shall list the installed value of the component parts of the Work in sufficient detail to serve as the basis for computing values for progress payments during construction.
3. Identify accounts with the location code and area code as defined in the Primavera Schedule format and list the number and title of the respective major Section of the Specifications.
4. All accounts in the Schedule of Values shall be derived from the activities in the Progress Schedule. Account data pertaining to the Schedule of Values shall, at a minimum, include the following for each Account:
    A. CPM Activity number.
    B. City of Atlanta Standard Code listed on the Cost Proposal.
    C. Account representative quantities (cubic yards of concrete, tons of steel, etc.), unit costs, person-hours, item and account dollar value.
    D. WBS code (as used Primavera Project Planner scheduling software), including location, responsibility and area codes.
    E. CSI Specification Section Number.
    F. Account Type: Lump Sum (LS), Unit Price (UP), Allowance (AL), or Change Order (CO)
5. The Schedule of Values must be developed separately from the baseline schedule in a tabular electronic format (i.e. a Microsoft Excel Spreadsheet). Upon approval of the Schedule of Values and the Project Baseline Schedule, the Schedule of Values will be merged with the Project Baseline Schedule in P6.

Lump Sum Accounts (LS):

1. The Lump Sum Items established in the Design/builder's Cost Proposal shall be further divided into pay and progress items by the Design/Builder and submitted to the City's Representative for approval, and as specified in Paragraph E.1 above. Payment for Lump Sum (LS) Accounts will be based upon physical progress (percent complete) for each related activity in the Progress Schedule.

2. The dollar value allocated to Lump Sum Accounts shall be representative of the Design/Builder's actual costs for performing the work including overhead and profit, and shall
be balanced to ensure that sufficient funds are allocated for each portion of the work and shall be subject to acceptance by the City's Representative.
3. In the event account values cannot be agreed to between the City's Representative and the Design/Builder, the City's Representative shall have the exclusive right to determine the account dollar amounts contained in the Schedule of Values.
4. Mobilization costs shall be specifically identified in the Schedule of Values. All Mobilization sub-accounts contained in the Schedule of Values must have a corresponding CPM Schedule activity. Payments for mobilization sub-accounts will be based upon lump sum (LS) values as accepted by the City's Representative.

Unit Price Accounts (UP): Payment for Unit Price Accounts shall be based upon actual quantities of Work performed in compliance with the Contract Documents, as verified and accepted by the City's Representative. Whenever the actual quantity differs from the estimated quantity on the Unit Price Accounts, the Design/Builder shall notify the City's Representative in writing. Quantity overruns and under runs will be tracked on the Schedule of Values.

Allowance Accounts (AL): Payment for Allowance Accounts will be based upon invoices submitted by the Design/Builder subject to conditions and limitations of the Contract Documents. Refer to Section 01200, Measurement and Payment, for requirements. The Allowance shall be adjusted to the actual amount paid for such services, and adjusted by Change Order either at the end of that phase of the Work or at the completion of the Work. The City will have sole discretion on determining when to make adjustments to the Allowance.

Cost of materials shall be assigned to the appropriate item of work, and allocated to a materials Sub-account. All materials items contained in the Schedule of Values must have a corresponding CPM Schedule activity, for various portions of the Work:

1. Each account shall include a directly proportional amount of the Design/Builder's overhead and profit.
2. For accounts on which progress payments will be. requested for materials suitably stored on site, break down the value into:

    A. The cost of each material delivered and unloaded.
    B. Paid invoices will be required for materials.

The Design/Builder shall include in the Schedule of Values items for site maintenance, and compliance with the terms of permit stipulations, as appropriate. These items will be monitored on a monthly basis. Non-compliance will result in monies being deducted from the appropriate items.

A new account will be added to the Schedule of Values for approved Change Order work. Payment for Time and Expense Change Order work (CO) shall be based upon the General and Supplementary Conditions of these Specifications.

The sum of all Account Values listed in the Schedule of Values shall equal the total Contract Price, excluding Allowance Items.

4.8.7.1 Sub-Accounts

Include a breakdown of major accounts into sub-accounts on which progress payments will be requested. The sub-account breakdown shall include elements for pay items/progress items as appropriate, and show the weight of each sub-account; e.g., fabrication, installation, etc., with the total weight of the sub-accounts equal to 100 percent of the major account.

The form of the submittal shall be consistent with the Schedule of Values, with each account identified the same as the line item in the Schedule of Values.

The Design/Builder's Schedule of Values shall list the delivered value of the products, manuals and services provided under the various Specification Sections. The lists shall be sufficiently detailed to serve as a basis for computing values for progress payments during the construction period.

The unit quantity for bulk materials shall include an allowance for waste.

The unit values for the materials shall be broken down into:

1. Cost of the material delivered and unloaded at the site.
2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.

The installed unit value multiplied by the quantity listed shall equal the cost of that account in the Schedule of Values.

Quantities and unit values identified in the Component Materials sub-accounts shall be used for determining progress payments only, and are not considered to be unit price pay items.

4.8.8 Monthly Application for Payment

Monthly Application for Payment: Design/Builder shall provide monthly Schedule Update, monthly Payment Report and monthly Narrative Report as the monthly Application for Payment package. Failure to submit all of the aforementioned submittals will result in the cessation of the pay application process until all documents are received.

Monthly Schedule Update: The Design/Builder shall submit, at intervals of 30 calendar days, an update of all activities in the as-planned CPM schedule. The Period-Ending Date shall be the 25th of each month. Update shall be created by updating the mathematical analysis and the corresponding computerized network diagram of the Schedule.

1. The schedule shall be updated by entering the following: Actual start and completion dates of completed activities and the actual start date and remaining duration of activities in progress.
2. The schedule update shall include an update of the cash flow projections in the same format as the original approved submittal.
3. The schedule update will state the percentage of the work actually completed and scheduled as of the report date.

The Monthly Payment Report shall show the activities or portions of activities completed, during the reporting period, the total monetary values and the monetary values earned as a basis for the Design/Builder's Application for Payment. A mutually agreed upon percent complete will be assigned to each completed and partially completed activity to be used for calculating the monetary value earned to date. For activities underway, the percent complete shall not be related to the remaining duration.

A monthly narrative report shall be submitted including, but not limited to the following:

1. Description of work accomplished.
2. Summary of safety and quality issues occurring during the month and corrective actions taken.
3. Design/Builder evaluation of actual progress versus progress planned.
4. If the project is behind schedule, progress along all paths with negative float shall be reported along with the reasons for the delay.
5. A description of all revisions made to the schedule including: all accepted added, deleted, and

revised activities; all logic revisions; and all duration revisions.

6. A description of the problem areas, current and anticipated delaying factors and the impact, and an explanation of connective actions taken or proposed.

If the Design/Builder fails to submit any of the required components of the Application for Payment, the City's Representative will withhold approval of the Application for Payment until such time as the Design/Builder submits the required components.

4.8.9 Progress Meetings and Look-Ahead Schedules

For the weekly progress meetings, the Design/Builder shall submit a four week Look-Ahead Schedule. This schedule will cover four weeks: the immediate past week, the current week, and the forthcoming two weeks. This schedule will include all activities which are complete, started, are incomplete or underway, or scheduled to be worked during this four week time frame. This schedule shall list all activities from the accepted CPM Construction Schedule which are complete, are scheduled for Work during the period, are currently planned to be worked, even if out of sequence, and Work which is unfinished but scheduled to be finished. Actual start and completion dates shall be provided for the Work that has been completed the prior week; forecast start and finish dates shall be provided for the Work that is in-process or upcoming.

Each activity noted above shall be identified by activity number corresponding to the accepted CPM Construction Schedule and detailed description of the activity.

The Look-Ahead Schedule shall be delivered to the City's Representative twenty-four (24) hours prior to the weekly progress meeting.

The Look-Ahead Schedule shall be in a format approved by the City's Representative.

Tabular reports for manpower and equipment resources shall be provided for and with each Look-Ahead Schedule.

4.8.10 CPM Construction Schedule Revisions

The City's Representative may direct and, if so directed, the Design/Builder shall propose, revisions to the CPM Construction Schedule upon occurrence of any of the following instances:

1. The actual physical progress of the Work falls more than five percent (5%) behind the accepted CPM Construction Schedule, as demonstrated by comparison to the accepted monthly CPM Construction Schedule updates or as determined by the City's Representative if a current accepted CPM Construction Schedule does not exist.
2. The City's Representative considers milestone or completion dates to be in jeopardy because of "activities behind schedule". "Activities behind schedule" are all activities that have not or cannot be started or completed by the dates shown in the CPM Construction Schedule, regardless of the existence of positive float on the activity.
3. A Change Order has been issued that changes, adds or deletes scheduled activities or affects the time for completion of scheduled activities.

When the instances requiring revision to the CPM Construction Schedule occur, the Design/Builder shall submit the proposed revised CPM Construction Schedule within ten (10) working days after receiving direction from the City's Representative to provide such Schedule. No additional payment will be made to the Design/Builder for preparation and submittal of proposed revised CPM Construction Schedules. However, if

the City's Representative accepts the proposed revised CPM Construction Schedule, it shall replace and supersede all previous CPM Construction Schedules and substitute for the next monthly CPM Construction Schedule update that would otherwise be required.

Revisions to the CPM Construction Schedule shall comply with all of the same requirements applicable to the original schedule.

4.8.11 Schedule Recovery

If a revised CPM Construction Schedule accepted by the City's Representative requires the Design/Builder to employ additional manpower, equipment, hours of work or work shifts, or to accelerate procurement of materials or equipment, or any combination thereof, as schedule recovery measures to meet Contract milestones, the Design/Builder shall implement such schedule recovery measures without additional change to the City. All schedules containing negative float shall mandate the submission of a recovery schedule.

Furthermore, if efforts to recover are not deemed effective as determined by the City's Representative, or if prior to submittal of the recovery schedule, the City's Representative determines that critical milestones are in jeopardy, the City's Representative may direct the Design/Builder to implement the above or any other recovery efforts at no additional costs to the City.

4.8.12 Time Impact Analysis Requirement

When delays are experienced by the Design/Builder and a time extension is requested, the Design/Builder shall submit to the City's Representative a written Time Impact Analysis illustrating the influence of all changes or all delays on the current Project completion date. The time impact analysis shall be constructed on an As-Built Schedule Analysis approach. The As-Built Schedule that is created will incorporate all actual start and finish dates, actual durations of activities, actual sequences of construction (referred to as the As-Built Logic) current as of the time the Time Impact Analysis is performed. This Time Impact Analysis shall incorporate all delays (including City's Representative, Design/Builder and third party delays without exception) in the time frame that they actually occurred with actual logic ties. The As-Built Schedule data shall be obtained from the most recent approved monthly schedule update. The As-Built Schedule shall be created as an early start schedule with the actual start and finish dates coinciding with the early start and finish dates from the most recent approved monthly schedule update. The As-Built Schedule shall show the original activity durations equal to the actual duration and the actual logic driving all activities. The City's Representative will validate this As-Built Schedule. All requests for time extension shall be based upon an analysis of this As-Built Schedule. The critical path will be established and all City" s Representative caused delays on the critical path will be identified. The time extension will be based solely upon the cumulative duration of all City and third party caused delays that are on the critical path. Any time extensions to the project's Interim Milestone Dates, if any, shall be non-compensable time extensions only.

Each Time Impact Analysis shall demonstrate the estimated time impact based on the events of delay, the status of construction at that point in time, and the event time computation of all activities affected by the change or delay. The event times used in the analysis shall be those included in the latest approved update of the project schedule, in effect at the time the change or delay was encountered.

4.9 Material and Equipment

Material and equipment shall be identified as new items for incorporation in the work, whether purchased by Design/Builder or the City for the Project, or taken from previously purchased stock, and may also include existing materials or components required for reuse.

Material and equipment can also include equipment, machinery, components, subsystem, system, hardware, software, and terms of similar intent and is not intended to change the meaning of such other terms used in the Contract Documents, as those terms are self-explanatory and have well recognized meanings in the construction industry.

Material and equipment can also be identified by manufacturer's product name, including make or model designation, indicated in the manufacturer's published product literature, that is current as of the date of the Contract Documents.

4.9.1 Submittals

4.9.1.1 Administrative Submittals

+ List of all proposed substitute or "or-equal" items/methods shall be provided.
+ Schedule of factory tests required by Contract Documents and/or the design shall be provided.

4.9.1.2 Quality Control Submittals

+ Factory tests shall be as specified in the Contract Documents and/or the design.
+ Procedures shall be submitted prior to start of factory testing.
+ Test documentation with results of successful testing, including certification of procedures and results, shall be provided.

4.9.2 Preparation for Shipment

When practical, products shall be factory assembled. Separate parts and assemblies shall be matched and marked to facilitate field assembly. Machined and unpainted parts that may be damaged by the elements shall be covered with a strippable protective coating.

Products shall be packed to facilitate handling and protect from damage during shipping, handling, and storage. Outside of each package or crate shall be marked and matched to indicate its purchase order number, bill of lading number, contents by name, name of Project and Design/Builder, equipment number, and approximate weight. Complete packing lists and bills of materials shall be included with each shipment.

Spare parts, special tools, test equipment, expendables, and maintenance materials shall comply with the following requirements:

1. Shall be furnished prior to (i) starting functional testing, (ii) operation of the equipment by the City, or (iii) 75 percent Project completion, whichever occurs first.
2. Shall be properly packaged to avoid damage, in original cartons insofar as possible. Damaged parts shall be replaced or otherwise inoperable.
3. On each package there shall be affixed a minimum 3-inch by 6-inch manila shipping tag with the following information printed clearly:
   - Manufacturer's part description and number.
   - Applicable equipment description.
   - Quantity of parts in package.
   - Equipment manufacturer.
   - Applicable Specification section.
   - Name of Design/Builder.
   - Project name.
4. Materials shall be delivered to the site.
5. The City shall be notified upon arrival.

Equipment shall be protected from exposure to the elements and kept thoroughly dry and dust free at all times. Painted surfaces shall be protected against impact, abrasion, discoloration, or other damage. All bearings and similar items shall be greased or oiled.

Factory test results shall be reviewed and accepted by licensed design professional before product shipment.

4.9.3 Delivery and Inspection

Products shall be delivered in accordance with the accepted current progress schedule and coordinated to avoid conflict with work and conditions at the site. Anchor bolts and templates shall be delivered sufficiently early to permit setting prior to placement of structural concrete.

Products shall be delivered in undamaged condition, in manufacturer's original container or packaging, with identifying labels intact and legible. Date of manufacture and shelf life shall be included on the label, where applicable. UL labels shall be included on products so specified.

Products shall be unloaded in accordance with manufacturer's instructions for unloading, or as specified. The receipt of products shall be delivered at the site. All shipments shall be inspected for completeness and evidence of damage during shipment.

Damaged products shall be removed from the site and delivery of identical new undamaged products and remedy incomplete or lost products shall be expedited, so as not to delay the progress of the work.

4.9.4 Handling, Storage and Protection

Products shall be handled in accordance with the manufacturer s written instructions, and in a manner to prevent damage. Products shall be stored upon delivery, in accordance with manufacturer's instructions, with labels intact and legible, in approved storage yards or sheds provided. Manufacturer's recommended maintenance shall be provided during storage, installation, and until products are accepted for use by the City.

Storage shall be arranged in a manner to provide easy access for inspection. Periodic inspections of stored products shall be made to assure that products are maintained under specified conditions, and free from

damage or deterioration. There shall be a running account of products in storage to facilitate inspection and to estimate progress payments for products delivered but not installed in the work.

Electrical, instrumentation, and control products and equipment with bearings shall be stored in weather-tight structures maintained above 60 degrees F. Electrical, instrumentation, and control products, and insulation shall be protected against moisture, water, and dust damage. All space heaters furnished in electrical equipment shall be connected and operated continuously.

Fabricated products shall be stored above ground, on blocking or skids, over a gravel base, to prevent soiling or staining. Loose granular materials shall be stored in a well-drained area on solid surfaces to prevent mixing with foreign matter. Products that are subject to deterioration shall be covered with impervious sheet coverings; adequate ventilation shall be provided to avoid condensation.

Finished products that are ready for installation shall be stored in dry and well-ventilated areas. Finished products shall not be subjected to extreme changes in temperature or humidity.

Contamination of personnel, the storage building, and the site with hazardous materials shall be prevented. The Design/Builder shall comply with the requirements of the product specifications, codes, and manufacturer's instructions.

4.9.5 Substitute and "Or-Equal" Products

The Design/Builder shall meet the requirements of the General Conditions and as set forth herein.

If the Design/Builder proposes to replace a product specified in the Contract Documents and/or design with a substitute product, or, where allowed in the Contract Documents and/or design, proposes an ""or-equal" product, the Design/Builder shall submit the request to the City for acceptance. The Design/Builder shall include licensed design professional's approval of the proposed substitute or "or-equal" product.

With consideration of the additional evaluation time necessary for the City's review of such items, for each item the review status (either substitute or "or-equal") and estimated submission date shall be indicated.

The City may return un-reviewed those submissions (i) not shown on the current accepted schedule, (ii) for which the review status differs from that indicated on the accepted list unless previously approved in writing by the City Representative, (iii) not as specified herein, (iv) which are incomplete, or (v) which are un-certified, in which case the Design/Builder shall provide the specified product.

Six copies of proposed substitute or "or-equal" item/method shall be submitted, to include all supporting data to allow the City Representative's review. Complete, sign, and transmit with each proposed substitute or "or-equal" item/method submission.

1. Accepted: The City Representative shall evidence such acceptance by recommendation of a Change Order for Design/Builder and City execution. Such Change Order will accompany the City evaluation and acceptance of Design/Builder's proposed substitute.
2. Rejected:
   - One copy shall be retained by the City Representative.
   - One copy shall be returned to Design/Builder with a commentary by the City Representative.
   - Remaining copies shall be destroyed.
3. Design/Builder shall provide item specified in Contract Documents.

4.9.6 Materials

Manufacturer's standard materials suitable for service conditions shall be provided unless otherwise specified in the individual Specifications.

"Or-Equal" Items shall be handled in accordance with Shop Drawings and Samples, or as follows:

1. Where product specifications include a named manufacturer, with or without model number, and also include performance requirements, named manufacturer's products must meet the performance specifications.
2. Like items of products furnished and installed in the work shall be end products of one manufacturer and of the same series or family of models to achieve standardization for appearance, operation and maintenance, spare parts and replacement, and manufacturer's services and implement same or similar process instrumentation and control functions in same or similar manner.
3. Materials and equipment removed from existing premises shall not be used, except as specifically permitted by the Contract Documents.
4. Interchangeable components of the same manufacturer shall be provided for similar components, unless otherwise specified.
5. Equipment, components, systems, subsystems shall be designed and manufactured with due regard for health and safety of operation, maintenance, and accessibility, durability of parts, and shall comply with applicable OSHA and local health and safety regulations.
6. Coating materials shall meet federal and local requirements and shall limit the emission of volatile organic compounds and for worker exposure.
7. Care shall be provided for all belt or chain drives, fan blades, couplings, or other moving or rotary parts. Rotating part shall be covered on all sides and shall be designed for easy installation and removal. 16-gauge or heavier galvanized steel, aluminum coated steel, or galvanized or aluminum coated 1/2-inch mesh expanded steel shall be used. Galvanized steel accessories and supports, including bolts, shall be provided. For outdoors application, entrance of rain and <hipping water shall be prevented.

8. Materials and equipment listed by UL shall be provided wherever standards have been established by that agency.
9. Upon acceptance of equipment, all accessories required to place each item of equipment in full operation shall be furnished. These accessory items include, but are not limited to, adequate oil and grease (as required for first lubrication of equipment after field testing), light bulbs, fuses, hydrant wrenches, valve keys, hand wheels, chain operators, special tools, and other spare parts as required for maintenance.
10. Provide written certification from manufacturers that spare parts provided are in accordance with the manufacturer's recommendations. Supply spare parts for each piece of process equipment named in the Specifications. Spare parts shall consist of the following:
    - All materials, including filters, seals, bearings, and other wearing parts that are recommended by the manufacturer to be changed during the first year of service or may reasonably be expected to need replacing during the first year of service.
    - In addition to spare parts, which may be required during the first year of service of the following spare parts for process equipment shall be supplied for each piece of equipment:

      A complete set of bearings. A
      complete set of seals.
      Two complete sets of belts for belt-driven equipment.
      A dozen shear pins if appropriate for the equipment.
      A dozen air or oil filters if appropriate for the equipment.

      Spare parts furnished for each ventilating and cooling equipment unit shall include a year's supply of air filters and two complete sets of belts for belt-driven equipment.
    - One dozen fuses of each size and type for all equipment, including electrical, ventilating and cooling, and process equipment.
    - One dozen replacement lamps of each size and type for all equipment, including electrical, ventilating and cooling, process equipment, and lighting fixtures. One half dozen ballasts for each type of fluorescent lighting equipment.
11. Lubricant: Provide initial lubricant recommended by equipment manufacturer *in* sufficient quantity to fill lubricant reservoirs and to replace consumption during testing, startup, and operation until final acceptance by the City. Supply one year's supply of lubricant of the manufacturer's recommended type and grade for all process equipment. If shipping lubricant is different than operating lubricant, drain shipping lubricant and fill with operating lubricant just prior to startup. Supply complete lubricant specifications for each lubricant supplied.

4.9.7 Fabrication and Manufacture

1. Parts shall be manufactured to U.S.A. standard sizes and gauges.
2. Two or more items of the same type shall be identical, by the same manufacturer, and interchangeable.
3. Structural members shall be designed for anticipated shock and vibratory loads. 1/4-inch minimum thickness shall be used for steel that will be submerged, wholly or partially, during normal operation.
4. Standard products shall be modified as necessary to meet performance Specifications.
5. Lubrication system shall comply with the following requirements:
    - Lubrication system shall require no more than weekly attention during continuous operation.
    - Lubrication system shall be convenient and accessible. Oil drains with bronze or stainless steel valves and fill plugs easily accessible from the normal operating area or platform. Drains shall be located to allow convenient collection of oil during oil changes without

removing equipment from its installed position.

- Constant-level oilers or oil level indicators shall be provided for oil lubrication systems.
- For grease type bearings, which me not easily accessible, stainless steel tubing shall be provided and installed; protect and extend tub Ing to convenient location with suitable grease fitting.

4.9.8 Source Quality Control

1. Calibration instruments shall beat the seal of a reputable laboratory certifying that instrument has been calibrated within the previous 12 months to a standard endorsed by the National Institute of Standards and Technology (NIST).
2. Factory tests shall be performed in accordance with accepted test procedures and document successful completion.
3. Materials and equipment shall be inspected for signs of pitting, rust decay, or other deleterious effects of storage. No material or equipment showing such effects shall be installed. Damaged material or equipment shall be removed from the site and delivery of identical new material or equipment shall be arranged. Delays to the work resulting from material or equipment damage that necessitates procurement of new products shall be considered delays within Design/Builder's control.
4. No shimming between machined surfaces shall be allowed.
5. Work shall be installed in accordance with NECA Standard of Installation, unless otherwise specified.
6. Painted surfaces that are damaged prior to equipment acceptance shall be repainted. Products shall be handled, installed, connected, cleaned, conditioned, and adjusted in accordance with manufacturer's instructions and as may be specified. A copy of manufacturers' instruction shall be retained at site and shall be available for review at all times.
7. Unless indicated otherwise, manufacturer's recommended factory-finish for the specific application shall be provided.
8. Field finishes shall be in accordance with the Contract Documents and design.
9. Required adjustments, tests, operation checks, and other startup activities shall be performed.
10. Lubricant reservoirs shall be filled and replaced consumption during testing, startup, and operation prior to acceptance of equipment by the City.

4.10 Partnering Statement

The City intends to encourage the foundation of a cohesive partnership with the Design/Builder. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient Agreement performance, intended to achieve completion within budget, on schedule, and in accordance with plans and specifications.

This partnership will be bilateral in makeup, and participation will be totally -voluntary. Any costs associated with effectuating this partnership will be agreed to by both parties and will be shared equally with no change in Agreement price. To implement this partnership initiative, it is anticipated that within sixty (60) days of Notice to Proceed, the Design/Builder's on-site project manager and the City's on-site representative will attend a partnership development seminar followed by a team-building workshop, attended by key on-site staff from the Design/Builder's forces and City's personnel. Follow-up workshops will be held periodically through the duration of the Agreement as agreed by the Design/Builder and City. The City and Design/Builder shall mutually agree on a partnering facilitator and off-site facilities for the partnering sessions.

An integral aspect of partnering is the resolution of disputes in a 'timely, professional, and non-adversarial

manner. Alternative dispute resolution methods win be encouraged to promote and maintain amicable working relationships at all levels of the project and to strengthen the partnership.

The mutual goals and objectives of the stakeholders from the Partnering Charter. The charter for each project, then, will be unique to that project. The charter may be a simple statement about communication and cooperation in all matters and resolution of conflicts at the lowest level. The following provides an idea of objectives, which might be included in the chatter:

1. We are a team dedicated to providing a quality project in accordance with the Agreement. We are committed to both employee and public safety, protection of the environment, and minimizing inconvenience to the public.
2. Communication Objectives: We intend to deal with each other in a fair, reasonable, testing and professional manner including:
    - Communicate and resolve problems within the terms of the Agreement;
    - Decision making at the lowest possible level;
    - Open, honest communication;
    - Treat each other with mutual respect, resolve conflicts immediately, and avoid personal attacks;
    - Timely notification of future meetings; and
    - Do not allow personal antagonism to interfere with professionalism.
    - Conflict Resolution System:
    - Step 1: It is preferred that conflict be discussed and resolved at the level on which it originates;
    - Step 2: When conflict is not resolved at the originating level, it is taken to the next level of supervision;
    - Step 3: When conflict is not resolved at the immediate supervisory level, it is taken to the project manager and City's Representative; and
    - Step 4: When conflict is not resolved by the project manager and City's Representative, it is submitted to the Disputes Review Board for adjudication.
3. Performance Objectives:
    - Complete the project without litigation;
    - Utilize cost reduction incentive proposals;
    - Finish the project on time;
    - No delays to project;
    - No lost time injuries;
    - Promote positive public relations;
    - Make the project enjoyable to work on;
4. Render a finished product everyone can be proud of; and
5. Construct and administer the Agreement so that all parties are treated fairly.

4.11 City of Atlanta Project Sign

The basic design of the Project sign shall conform to Attachment 1 herein including the names of all current Council Members, the Mayor and the Commissioner, Department of Parks & Recreation. The City seal portion of the sign must be shaded, such that it is visible from fifty (50) yards. A full color shop drawing submittal is required before fabrication. The Project sign will be no less than 4'-0" x 8'-0" and the City requires a Project sign at the designated entrance to the Project.

In addition to the Project sign, there is to be adequate temporary signage for identifying the Project areas, offices, delivery areas and any other designations the City and/or the Design/Builder feel are needed. These signs will designate which Phase of the Agreement that they pertain to as part of the Project coordination.

Attachment 1

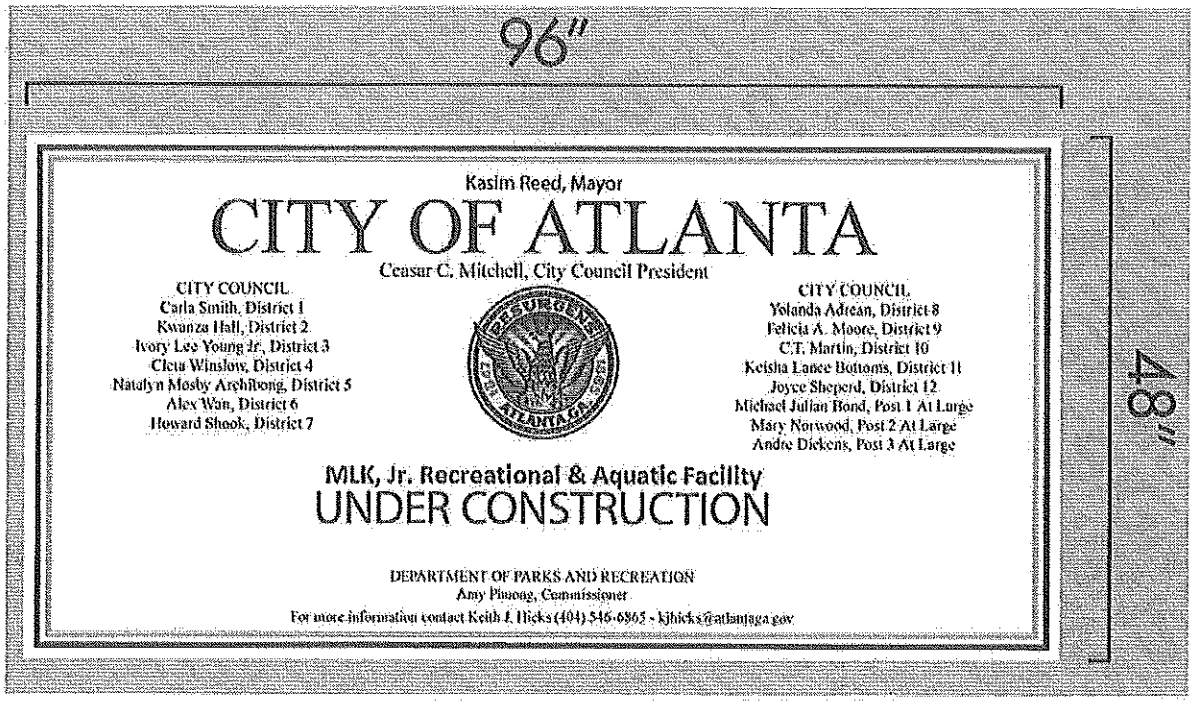

EXHIBIT B-2

SUB-SURFACE REPORT

NOVA
ENGINEERING AND
ENVIRONMENTAL

REPORT OF SUBSURFACE EXPLORATION AND PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION

PROPOSED RECREATIONAL AND AQUATICS FACILITY

Atlanta, Georgia

Prepared For:

CITY OF ATLANTA
DEPARTMENT OF PARKS & RECREATION
233 Peachtree Street, Suite 1600
Atlanta, Georgia 30303

NOVA Project Number: 2015020

Date: April 30, 2015

NOVA
ENGINEERING AND
ENVIRONMENTAL

3900 Kennesaw 75 Parkway
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Kennesaw, Georgia 30144
770.425.0777 / Fax - 770.425.1113
www.usanova.com

April 30, 2015

CITY OF ATLANTA
DEPARTMENT OF PARKS & RECREATION
233 Peachtree Street, Suite 1600
Atlanta, Georgia 30303

Attention: Mr. Keith J. Hicks, AIA
Architectural Services Chief – Park Design Office

Subject: Report of Subsurface Exploration and
Preliminary Geotechnical Engineering Evaluation
PROPOSED RECREATIONAL AND AQUATICS FACILITY
Atlanta, Georgia
NOVA Project Number 2015020

Dear Mr. Hicks:

NOVA Engineering and Environmental, LLC (NOVA) has completed the authorized subsurface exploration and preliminary geotechnical engineering evaluation for the Proposed Recreational and Aquatics Facility located on Hilliard Street in Atlanta, Georgia. The work was performed in general accordance with NOVA Proposal Number 06359.1-G dated Febrary 23, 2015. This report briefly discusses our understanding of the project at the time of the subsurface exploration, describes the geotechnical consulting services provided by NOVA, and presents our findings, conclusions, and recommendations.

We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
NOVA ENGINEERING AND ENVIRONMENTAL, LLC

Andrew Mahfood
Project Engineer

GEORGIA REGISTERED No. 22784 PROFESSIONAL GEOTECHNICAL ENGINEER GEOFFREY C. HEBNER

Geoffrey C. Hebner, P.E.
Senior Engineer
GA P.E. License 22784

Copies Submitted: Electronic

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APPENDIX

Appendix A – Figures and Maps
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1.0 INTRODUCTION

1.1 PROJECT INFORMATION

Our understanding of this project is based information in your email dated February 13, 2015 (which included an undated plan showing the site boundary, prior site development, and surrounding properties), a site reconnaissance during boring layout, and our experience with similar projects.

The project site is located at along the east side of Hilliard Street approximately ¼ of a mile south of its intersection with Edgewood Avenue in Atlanta, Georgia. We understand that the proposed development will include a new recreation and aquatic center. The project is in the conceptual stage so information about site layout, planned grades, and structural information is not yet available. However, we understand that future buildings will be either two or three-story structures.

Based upon previous experience with similar projects, we estimate typical structural loads will be on the order of 150 kips or less for column foundations, and wall loading is to be on the order of 4 to 8 kips per lineal foot.

1.2– SCOPE OF WORK

The City of Atlanta Department of Parks & Recreation engaged NOVA to provide geotechnical engineering consulting services for the Proposed Recreational and Aquatics Facility. This report briefly discusses our understanding of the project, describes our exploratory procedures, and presents our findings, conclusions and recommendations.

The primary objective of this study was to perform a geotechnical exploration within the area of the proposed construction and to assess these findings as they relate to geotechnical aspects of the planned site development. The authorized geotechnical engineering services included a site reconnaissance, a soil test boring and sampling program, engineering evaluation of the field data, and the preparation of this report.

The services were performed substantially as outlined in our proposal number 06359.1-G, dated February 23, 2015, and in general accordance with industry standards.

As authorized per the above referenced proposal, the completed geotechnical report was to include:

- A description of the site, fieldwork, laboratory testing and general soil conditions encountered, as well as a Boring Location Plan, and individual Boring Records.

- Discussion on potential earthwork-related issues indicated by the exploration, such as materials that would require difficult excavation techniques, shallow groundwater table, poor existing fill, etc.
- Recommendations for controlling groundwater and/or run-off during construction and, the need for permanent de-watering systems based on the anticipated post construction groundwater levels.
- Preliminary foundation support recommendations for design and construction, including anticipated allowable bearing pressures.
- Recommended quality control measures (i.e. sampling, testing, and inspection requirements) for site grading and foundation construction. Soil compaction requirements for foundations, structural fill and pavements will be provided.
- Preliminary slab-on-grade construction considerations based on the geotechnical findings, including the need for a sub-slab vapor barrier or a capillary barrier.
- Suitability of on-site soils for re-use as structural fill and backfill. Additionally, the criteria for suitable fill materials will be provided.
- Recommendations for future geotechnical exploration and/or evaluation.

The assessment of the presence of wetlands, floodplains or water classified as State Waters of Georgia was beyond the scope of this study. Additionally, the assessment of site environmental conditions, including the detection of pollutants in the soil, rock or groundwater, at the site was also beyond the scope of this geotechnical study. If desired by the client, NOVA can provide these services.

2.0 SITE DESCRIPTION

2.1 GENERAL

The approximately 1.77-acre rectangular site is located on Hilliard Street in Atlanta, Georgia, and shown in Appendix A, Figure 1. The site is bounded by Selena S. Butler Park to the north, William Holmes Borders Senior Drive SE to the east, Decatur Street SE to the south, and Hilliard Street SE to the west.

The site is cleared, vacant land, previously developed with a high-rise apartment building. The building has been demolished, and the site has been graded relatively flat and grassed. Regional topography is presented on Figure 2 in Appendix A. Based upon provided information, it appears that the project site grades slope gently upward from north to south, with approximate elevations ranging from 1000 ft.-MSL near the northwest corner to 1010 ft.-MSL near the southeast corner.

2.2 GEOLOGY / HYDROLOGY

2.2.1 Site and Area Geology

The site is located in the Piedmont Geologic Region, a broad northeasterly trending province underlain by crystalline rocks up to 600 million years old. The Piedmont is bounded on the northwest by the Blue Ridge Range of the Appalachian Mountains, and on the southeast by the leading edge of Coastal Plain sediments, commonly referred to as the "Fall Line". Numerous episodes of crystal deformation have produced varying degrees of metamorphism, folding and shearing in the underlying rock. The resulting metamorphic rock types in this area of the Piedmont are predominantly a series of Precambrian age schists and gneisses, with scattered granitic or quartzite intrusions.

According to the "Geologic map of Georgia" 1976, and as shown on Figure 3 in Appendix A, the site is generally underlain by a mica schist/gneiss/amphibolite formation.

Residual soils in the region are primarily the product of in-situ chemical decomposition of the parent rock. The extent of the weathering is influenced by the mineral composition of the rock and defects such as fissures, faults and fractures. The residual profile can generally be divided into three zones:

- An upper zone near the ground surface consisting of red clays and clayey silts which have undergone the most advanced weathering,

- An intermediate zone of less weathered micaceous sandy silts and silty sands, frequently described as "saprolite", whose mineralogy, texture and banded appearance reflects the structure of the original rock, and

- A transitional zone between soil and rock termed partially weathered rock (PWR). Partially weathered rock is defined locally by standard penetration resistances exceeding 100 blows per foot.

The boundaries between zones of soil, partially weathered rock and bedrock are erratic and poorly defined. Weathering is often more advanced next to fractures and joints that transmit water, and in mineral bands that are more susceptible to decomposition. Boulders and rock lenses are sometimes encountered within the overlying PWR or soil matrix. Consequently, significant fluctuations in depths to materials requiring difficult excavation techniques may occur over short horizontal distances.

2.2.2 Groundwater

Groundwater in the Piedmont typically occurs as an unconfined or semi-confined aquifer condition. Recharge is provided by the infiltration of rainfall and surface water through the soil overburden. More permeable zones in the soil matrix, as well as fractures, joints and discontinuities in the underlying bedrock can affect groundwater conditions. The groundwater table in the Piedmont is expected to be a subdued replica of the original surface topography.

The groundwater levels in downtown Atlanta can be influenced by leaks from underground water and sewer lines; consequently, the water table may not always mimic site topography and may vary in the future.

3.0 FIELD AND LABORATORY PROCEDURES

3.1 FIELD EXPLORATION

The Boring Location Plan is presented on Figure 4 in Appendix A. Boring locations were established in the field by NOVA personnel using the provided site plan and taping distances and angles from site landmarks. Underground utility related adjustments of the boring locations were made at the time of the field exploration. If increased accuracy is desired by the client, NOVA recommends that the boring locations and elevations be surveyed.

Our field exploration was conducted during the period of March 23 and 24, 2015, and included 12 soil test borings (B-1 through B-12) drilled to depths of 30 to 35 feet below the existing ground surface.

Drilling and sampling were performed in general accordance with ASTM designations.

Test Boring Records in Appendix B show the standard penetration test (SPT) resistances, or "N- values", and present the soil conditions encountered in the borings. These records represent our interpretation of the subsurface conditions based on the field exploration data, visual examination of the split-barrel samples, and generally accepted geotechnical engineering practices. The stratification lines and depth designations represent approximate boundaries between various subsurface strata. Actual transitions between materials may be gradual.

The groundwater levels reported on the Test Boring Records represent measurements made at the completion of the soil test boring and in some cases 24 hours, thereafter. The soil test borings were subsequently backfilled with the soil cuttings.

3.2 LABORATORY TESTING

Split-barrel samples were returned to our testing laboratory, where they were classified using visual/manual methods in accordance with the Unified Soil Classification System (USCS) and ASTM designations. The descriptions presented in the boring logs should be considered approximate. Further laboratory testing was beyond the scope of this exploration.

4.0 SUBSURFACE CONDITIONS

4.1 SOIL CONDITIONS

The following paragraphs provide generalized descriptions of the subsurface profiles and soil conditions encountered by the borings conducted during this study. The Test Boring Records in Appendix B should be reviewed to provide more detailed descriptions of the subsurface conditions encountered at each boring location. Conditions may vary at other locations and times.

4.1.1 Topsoil

Up to approximately 6 inches of topsoil was encountered in the borings. Topsoil thickness is frequently erratic, and thicker zones of topsoil should be anticipated.

4.1.2 Fill

Fill was encountered in most of the borings to depths of up to 13½ feet but was typically 3 to 5 feet in thickness. Sampled fill was described as silty sand or clayey sand, with rock fragments, trace organics and/or other deleterious debris, including shards of glass. Standard penetration resistances in the fill varied from 4 to 15 blows per foot (bpf).

4.1.3 Residual Soils

Residual soils were encountered in all borings beneath the fill or starting from the ground surface. Sampled residuum was described as clayey sand or silty sand. Standard penetration resistance values ranged from 2 to 14 bpf.

4.1.4 Partially Weathered Rock

Partially weathered rock (PWR) is a transitional material between soil and the underlying parent rock that is defined locally as materials that exhibit a standard penetration resistance exceeding 100 bpf. PWR was not encountered during this preliminary exploration.

4.1.5 Auger Refusal Materials

Auger refusal materials are any very hard or very dense material, frequently boulders or the upper surface of bedrock, which cannot be penetrated by the drill rig. All of the borings performed during this preliminary exploration were able to be extended to their planned depths of 30 to 35 feet without encountering auger refusal materials.

4.2 GROUNDWATER CONDITIONS

Groundwater was observed after 24 hours in most of the borings at depths ranging from 7¾ to 16 feet below the existing ground surface. We note that boring B-10 caved upon retrieval of the augers thus preventing groundwater measurements. Caved depths can be indicative of actual groundwater elevations and have been included in the Test Boring Records in Appendix B. The following table depicts the locations and depths where groundwater was encountered during this preliminary study.

BORING	DEPTH (ft.)	BORING	DEPTH (ft.)
B-1	10*	B-7	15*
B-2	8	B-8	12½
B-3	7¾	B-9	14¼
B-4	15*	B-10	CAV 14
B-5	9	B-11	16
B-6	14		

* Groundwater observation at time of boring.
CAV – Caved depth, possibly indicative of groundwater conditions.

Groundwater levels vary with changes in season and rainfall, construction activity, surface water runoff and other site-specific factors. Groundwater levels in the Atlanta area are typically lowest in the late summer-early fall and highest in the late winter-early spring, with annual groundwater fluctuations of 4 to 8 feet; consequently, the water table may vary at times.

In addition, groundwater levels in developed areas can be influenced by leaks from underground water and sewer lines.

5.0 CONCLUSIONS AND RECOMMENDATIONS

The following conclusions and preliminary recommendations are based on our understanding of the proposed construction, site observations, our evaluation and interpretation of the field data obtained during this exploration, our experience with similar subsurface conditions, and generally accepted geotechnical engineering principles and practices.

Subsurface conditions in unexplored locations or at other times may vary from those encountered at specific boring locations. If such variations are noted during construction, or if project development plans are changed, we request the opportunity to review the changes and amend our recommendations, if necessary.

As previously noted, boring locations were established by estimating distances and angles from site landmarks. If increased accuracy is desired by the client, we recommend that the boring locations and elevations be surveyed.

5.1 SITE GRADING

5.1.1 Site Preparation

General: Prior to proceeding with construction, all vegetation, root systems, topsoil, and other deleterious non-soil materials should be stripped from proposed construction areas. Clean topsoil may be stockpiled and subsequently re-used in landscaped areas. Debris-laden materials should be excavated, transported and disposed of off-site in accordance with appropriate solid waste rules and regulations. All existing utility locations should be reviewed to assess their impact on the proposed construction and relocated/grouted in-place as appropriate.

After clearing and stripping, areas which are at grade or will receive fill should be carefully evaluated by a NOVA geotechnical engineer. The engineer will require proofrolling of the subgrade with multiple passes of a 20 to 30-ton loaded truck or other pneumatic-tired vehicle of similar size and weight. The purpose of the proofrolling is to locate soft, weak, or excessively wet fill or residual soils present at the time of construction. Any unstable materials observed during the evaluation and proof-rolling operations should be undercut and replaced with structural fill or stabilized in-place by scarifying and re-densifying.

Existing/Old Fill: The site and surrounding area have been developed for more than 100 years. Previously placed fill materials were encountered during this exploration. Based on our experience, we anticipate fill materials likely exist at other locations between our borings. Old fills associated with utilities and former basements in downtown Atlanta often extend to depths of 10 to 15 feet, and are frequently erratic in composition and

consistency. In the event that low consistency and/or debris laden fill materials are encountered during construction, typical recommendations would include undercutting and backfilling with structural fill and/or stabilizing in-place with fabric, stone, and/or other remedial techniques. Actual remedial recommendations can best be determined by the geotechnical engineer in the field at the time of construction.

5.1.2 Difficult Excavation

None of the borings encountered dense soil, PWR or rock within 30 feet of the ground surface. Therefore, we do not anticipate that significant amounts of materials requiring difficult excavation techniques will be encountered during construction. Although not encountered in the borings performed for this preliminary exploration, it is possible that portions of the fill may contain large pieces of debris which may require heavy construction equipment to facilitate removal.

5.1.3 Fill Placement

Soil: Fill materials should be low plasticity soil (Plasticity Index less than 30), free of non-soil materials and rock fragments larger than 3 inches in any one dimension. Based on visual examination, the existing residual soils and much of the existing fill, which does not contain appreciable amounts of debris, rock organics or other deleterious materials encountered during this exploration generally appear suitable for re-use as structural fill. Prior to construction, bulk samples of the proposed fill materials should be laboratory-tested to confirm their suitability.

Organic and/or debris laden material is not suitable for re-use as structural fill. Topsoil, mulch and similar organic materials can be wasted in architectural areas. Debris-laden materials should be excavated, transported and disposed of off-site in accordance with appropriate solid waste rules and regulations.

Fill should be placed in thin, horizontal loose lifts (maximum 8-inch) and compacted to at least 95 percent of the standard Proctor maximum dry density (ASTM D 698). The upper 8 inches of soil beneath pavements and slab-on-grade should be compacted to at least 98 percent. In confined areas, such as utility trenches or behind retaining walls, portable compaction equipment and thinner fill lifts (3 to 4 inches) may be necessary. Fill materials used in structural areas should have a target maximum dry density of at least 95 pounds per cubic foot (pcf). If lighter weight fill materials are used, the NOVA geotechnical engineer should be consulted to assess the impact on design recommendations.

Soil moisture content should be maintained within 3 percent of the optimum moisture content. We recommend that the grading contractor have equipment on site during earthwork for both drying and wetting fill soils. Moisture control may be difficult during rainy weather.

Filling operations should be observed by a NOVA soils technician, who can confirm suitability of material used and uniformity and appropriateness of compaction efforts. He/she can also document compliance with the specifications by performing field density tests using thin-walled tube, nuclear, or sand cone testing methods (ASTM D 2937, D 2922, or D 1556, respectively). One test per 400 cubic yards and every 2 feet of placed fill is recommended, with test locations well distributed throughout the fill mass. When filling in small areas, at least one test per day per area should be performed.

5.2 GROUNDWATER CONTROL

Groundwater was observed after 24 hours in most of the borings at depths ranging from 7¾ to 16 feet below the existing ground surface. Therefore, we do not anticipate that significant amounts of groundwater will be encountered during shallow grading operations. If deeper utilities, such as sewer lines, are planned, groundwater may be encountered during excavation.

As previously noted, groundwater levels are subject to seasonal, climatic and other variations and may be different at other times and locations. The extent and nature of any dewatering required during construction will be dependent on the actual groundwater conditions prevalent at the time of construction and the effectiveness of construction drainage to prevent run-off into open excavations.

5.3 FOUNDATIONS

5.3.1 General

The project is in the conceptual stage so information about site layout, planned grades, and structural information is not yet available. However, we understand that future buildings will be either two or three-story structures. Based upon previous experience with similar projects, we estimate typical structural loads will be on the order of 150 kips or less for column foundations, and wall loading is to be on the order of 4 to 8 kips per lineal foot. The following preliminary foundation recommendations are based upon these assumptions.

5.3.2 Shallow Foundations

We anticipate that column loads on the order of 150 kips or less may be supported on a shallow foundation system bearing on residual soils or structural fill designed for an allowable bearing pressure of 2,000 pounds per square foot (psf).

Previously placed fill materials and very loose residual soils were encountered on the site, in some areas up to a depth of 20 feet below the existing ground surface. In the event that low consistency or debris-laden fill materials are present in foundation excavations, undercutting and backfilling with crushed stone or structural fill may be required. Due to the depth of very loose materials, undercutting may not be feasible. Subgrade remediation, such as undercutting the entire site and backfilling with clean, compacted structural fill (clean portions of the existing fill may be used for this option) or stiffening of the subgrade with aggregate piers may be required.

We recommend minimum foundation widths of 24 inches for ease of construction and to reduce the possibility of localized shear failures. Exterior foundation bottoms should be at least 18 inches below exterior grades for protection against frost damage.

Foundation excavations should be evaluated by the NOVA geotechnical engineer prior to reinforcing steel placement to observe foundation subgrade preparation and confirm the design bearing pressure.

Foundation excavations should be level and free of debris, ponded water, mud, and loose, frozen or water-softened soils. Concrete should be placed as soon as is practical after the foundation is excavated and the subgrade evaluated. Foundation concrete should not be placed on frozen or saturated soil. If a foundation excavation remains open overnight, or if rain or snow is imminent, a 3 to 4-inch thick "mud mat" of lean concrete should be placed in the bottom of the footing to protect the bearing soils until reinforcing steel and concrete can be placed.

5.3.3 Pool

We understand that the pool may be 3 to 4 feet deep. Based on the very loose conditions encountered across most of the site, we opine that the subgrade in the area around the pool will require remediation, such as mentioned above for foundations, for proper vertical and lateral support.

5.4 SLAB-ON-GRADE

The conditions exposed at subgrade levels will vary across the site and may include structural fill or residual soils. Slabs-on-ground may be adequately supported on these subgrade conditions subject to the recommendations in this report. Slabs-on-ground should be jointed around columns and along walls to reduce cracking due to differential movement. Assuming that the site is approximately at grade, an underdrain is not required; however, we recommend a minimum of 6-inches of graded aggregate base (GAB) beneath the slabs to:

- Reduce non-uniform support conditions
- Provide a stable base to support construction traffic
- Provide a base material that can be fine graded to design tolerances.

GAB should be compacted to 98 percent of the maximum dry density as determined by the modified Proctor compaction test (ASTM D 1557, Method D). An impermeable vapor barrier is recommended beneath finished spaces to reduce dampness.

Once grading is completed, the subgrade is usually exposed to adverse construction activities and weather conditions during the period of sub-slab utility installation. The subgrade should be well-drained to prevent the accumulation of water. If the exposed subgrade becomes saturated or frozen, the geotechnical engineer should be consulted.

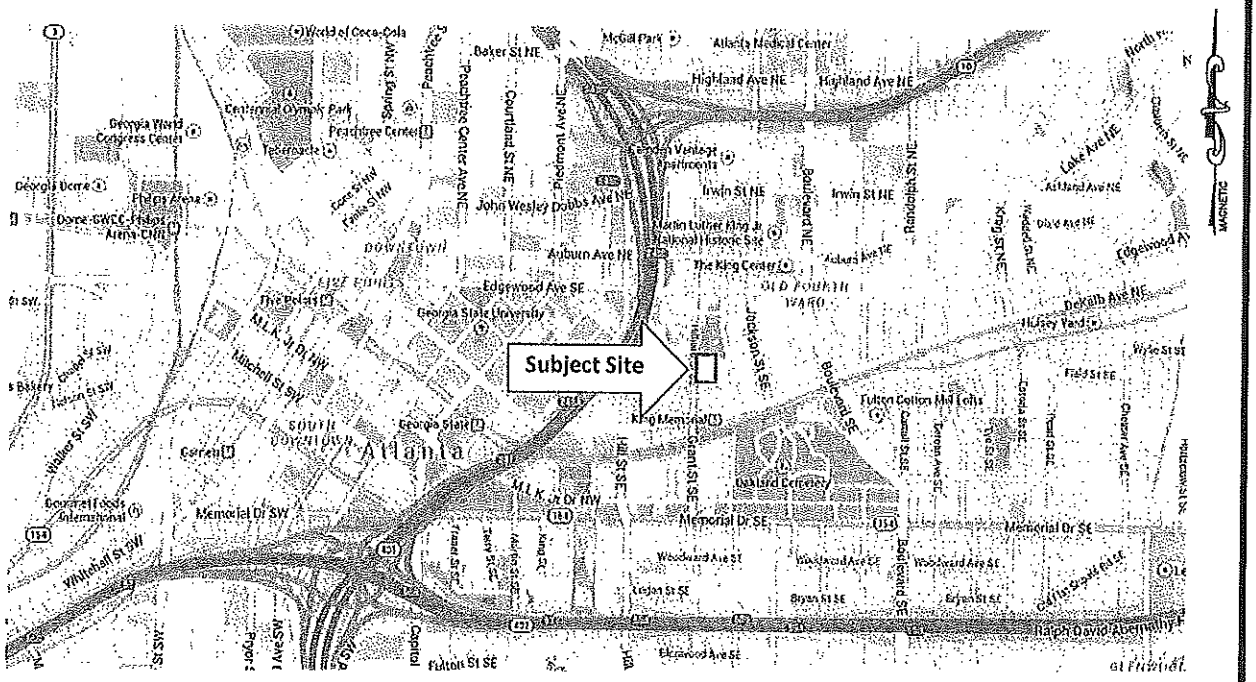
After utilities have been installed and backfilled, a final subgrade evaluation should be performed by the geotechnical engineer immediately prior to slab-on-grade placement. If practical, proofrolling may be used to redensify the surface and to detect any soil that has become excessively wet or otherwise loosened.

5.5 SUPPLEMENTAL GEOTECHNICAL STUDY

Once design plans are more advanced, including column and wall loads, construction locations and elevations, we believe it would be prudent to re-visit the geotechnical data to assess whether or not modifications to the recommendations are necessary. We also recommend a future design meeting between NOVA and other design team members to address geotechnical concerns at specific locations. A final geotechnical exploration should subsequently be performed to provide additional information with regard to site preparation, excavation, groundwater conditions, and foundation design recommendations.

ATTACHMENT A

FIGURES AND MAPS



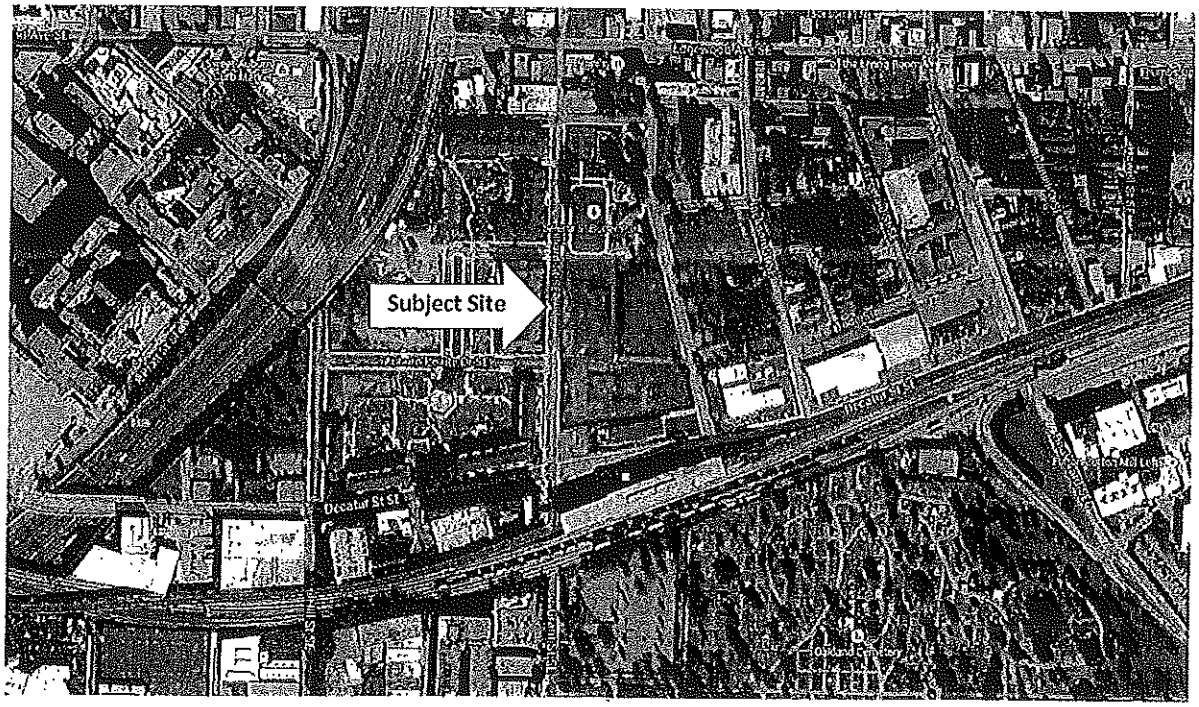


FIGURE 1
SITE LOCATION MAP
SOURCE: Google Maps and Google Earth
DATE: Unknown
SCALE: As Shown

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Proposed Recreational and Aquatics Facility
Atlanta, Georgia
NOVA Project Number 2015020

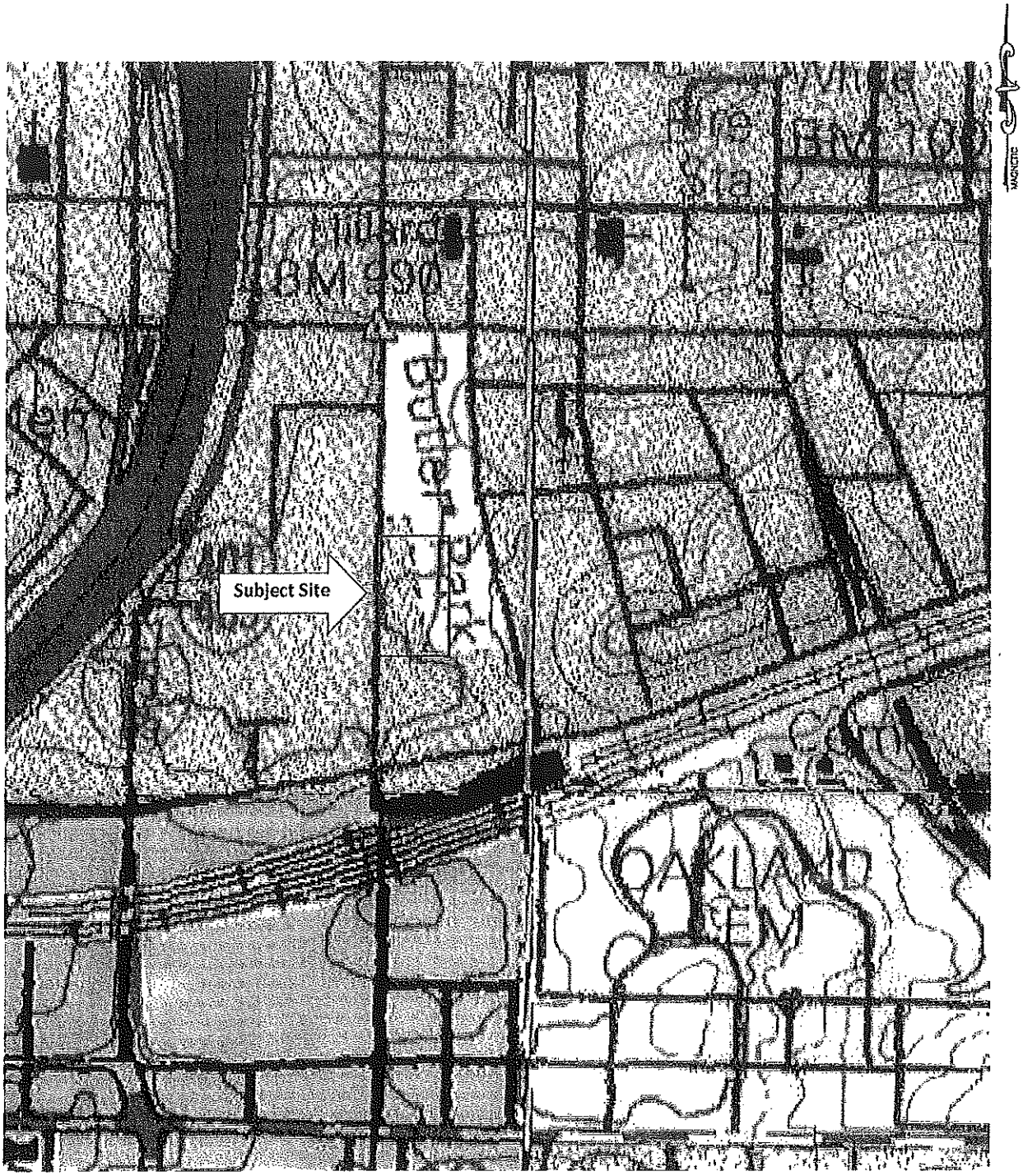

FIGURE 2
TOPOGRAPHIC MAP
SOURCE: http://mapserver.mytopo.com

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Atlanta, Georgia
NOVA Project Number 2015020

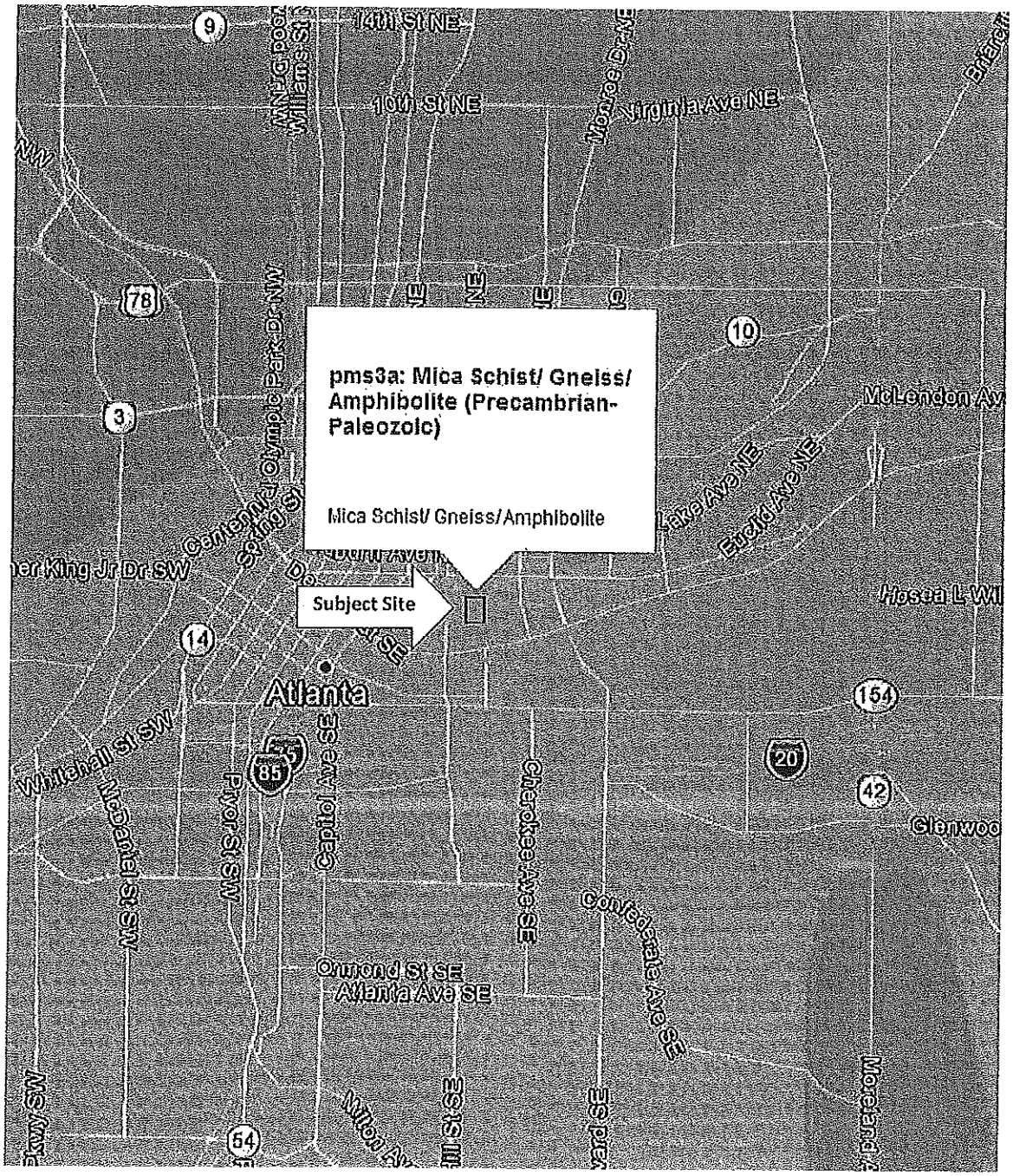

FIGURE 3
REGIONAL GEOLOGY
SOURCE: Geologic Map of Georgia, 1976 (DNR, EPD, GGS)

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City of Atlanta
Proposed Recreational and Aquatics Facility
Atlanta, Georgia
NOVA Project Number 2015020

APPROXIMATE LOCATION OF NOVA SOIL TEST BORINGS

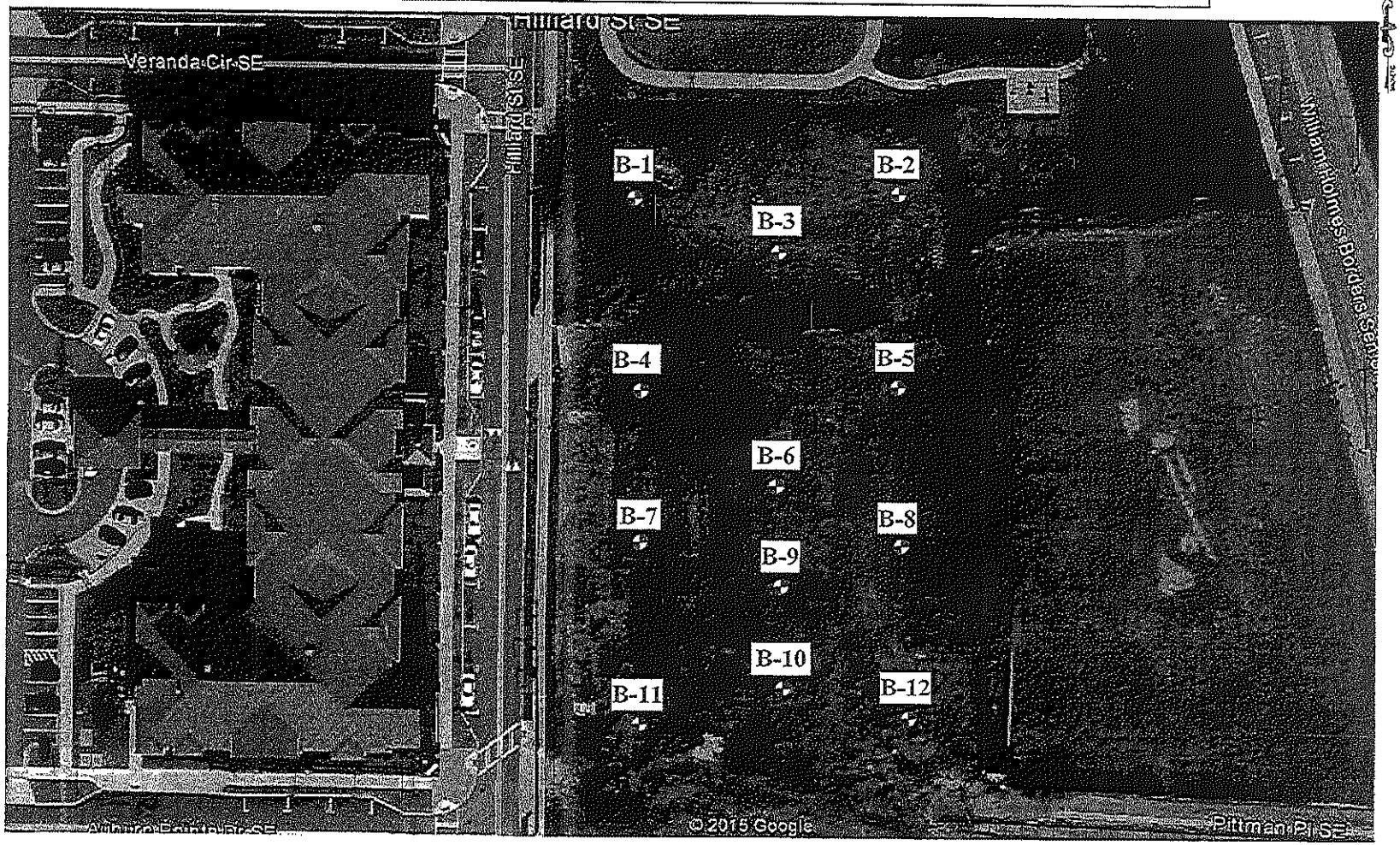

FIGURE 4
BORING LOCATION PLAN
SCALE: None Specified
SOURCE: Google Earth

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City of Atlanta
Proposed Recreational and Aquatics Facility
Atlanta, Georgia
NOVA Project Number 2015020

ATTACHMENT B

SUBSURFACE DATA

KEY TO SYMBOLS AND CLASSIFICATIONS

DRILLING SYMBOLS

▨	Split Spoon Sample
▯	Undisturbed Sample (UD)
●	Standard Penetration Resistance (ASTM D1586-67)
▼	Water Table at least 24 Hours after Drilling
▽	Water Table 1 Hour or less after Drilling
100/2"	Number of Blows (100) to Drive the Spoon a Number of Inches (2)
NX, NQ	Core Barrel Sizes: 2⅛- and 2-Inch Diameter Rock Core, Respectively
REC	Percentage of Rock Core Recovered
RQD	Rock Quality Designation – Percentage of Recovered Core Segments 4 or more Inches Long
▶	Loss of Drilling Water
MC	Moisture Content Test Performed

CORRELATION OF PENETRATION RESISTANCE WITH RELATIVE DENSITY AND CONSISTENCY

	Number of Blows, "N"	Approximate Relative Density
	0 – 4	Very Loose
	5 – 10	Loose
SANDS	11 – 30	Medium Dense
	31 – 50	Dense
	Over 50	Very Dense

	Number of Blows, "N"	Approximate Consistency
	0 – 2	Very Soft
	3 – 4	Soft
SILTS	5 – 8	Firm
and	9 – 15	Stiff
CLAYS	16 – 30	Very Stiff
	31 – 50	Hard
	Over 50	Very Hard

DRILLING PROCEDURES

Soil sampling and standard penetration testing performed in accordance with ASTM D1586-67. The standard penetration resistance is the number of blows of a 140 pound hammer falling 30 inches to drive a 2-inch O.D., 1⅜-inch I.D. split spoon sampler one foot. Core drilling performed in accordance with ASTM D2113-08. The undisturbed sampling procedure is described by ASTM D1587-08 (2012). Soil and rock samples will be discarded 60 days after the date of the final report unless otherwise directed.

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SOIL CLASSIFICATION CHART

COARSE GRAINED SOILS	GRAVELS	Clean Gravel less than 5% fines	GW	Well graded gravel
			GP	Poorly graded gravel
		Gravels with Fines more than 12% fines	GM	Silty gravel
			GC	Clayey gravel
	SANDS	Clean Sand less than 5% fines	SW	Well graded sand
			SP	Poorly graded sand
		Sands with Fines more than 12% fines	SM	Silty sand
			SC	Clayey sand
FINE GRAINED SOILS	SILTS AND CLAYS Liquid Limit less than 50	Inorganic	CL	Lean clay
			ML	Silt
		Organic	OL	Organic clay and silt
	SILTS AND CLAYS Liquid Limit 50 or more	Inorganic	CH	Fat clay
			MH	Elastic silt
		Organic	OH	Organic clay and silt
HIGHLY ORGANIC SOILS		Organic matter, dark color, organic odor	PT	Peat

PARTICLE SIZE IDENTIFICATION

GRAVELS	Coarse	¾ inch to 3 inches
	Fine	No. 4 to ¾ inch
SANDS	Coarse	No. 10 to No. 4
	Medium	No. 40 to No. 10
	Fine	No. 200 to No. 40
SILTS AND CLAYS		Passing No. 200

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TEST BORING RECORD
B-1

PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1009 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 10 **AFTER 24 HOURS:** ▽ **CAVING>** C

Depth (feet)	Elevation (ft-MSL)	Description	N-Value
0		TOPSOIL: 5 inches	
		FILL: Loose brown silty SAND with trace organics and rock fragments	8
	1005	RESIDUUM: Very loose tan silty fine SAND	4
5		No sample recovered	3
	1000	Very loose red brown silty fine SAND	3
10			
	995		2
15			
	990	Very loose tan silty medium to fine SAND	3
20			
	985	Loose light brown slightly micaceous silty coarse to fine SAND	6
25			
	980		7
30		Boring Terminated at 30 ft.	
	975		
35			

Graphic Depiction: ● BLOW COUNT ▲ NATURAL MOISTURE; PLASTIC LIMIT ⊢—⊣ LIQUID LIMIT; 10 20 30 40 60 100

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA
ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-2

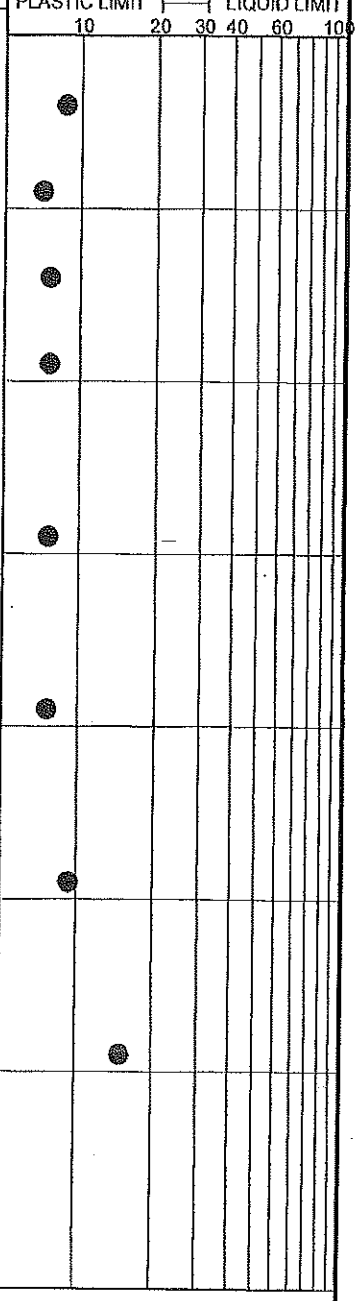
PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1010 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 15 **AFTER 24 HOURS:** ▽ 8 **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0	1010	TOPSOIL: 3 inches				
		FILL: Loose brown silty SAND with glass fragments				8
		RESIDUUM: Loose tan brown silty medium to fine SAND				
5	1005					5
		Loose to medium dense dark brown micaceous silty fine SAND				6
10	1000					6
15	995					6
20	990					6
25	985					9
30	980	Boring Terminated at 30 ft.				15
35	975					

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT |—| LIQUID LIMIT



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ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-3

PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1011 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 12 **AFTER 24 HOURS:** ▽ 8 **CAVING>** ℄

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	N-Value
0		TOPSOIL: 6 inches	
	1010	FILL: Loose brown silty SAND with trace organics	7
5		RESIDUUM: Loose tan clayey SAND	6
	1005	Loose dark brown micaceous silty fine SAND	5
10		Loose to very loose tan brown micaceous silty fine SAND	5
	1000		
15			4
	995		
20		Loose to very loose tan brown silty medium to fine SAND	5
	990		
25			3
	985		
30		Loose tan brown micaceous silty medium to fine SAND	8
	980	Boring Terminated at 30 ft.	
35			
	975		

Graphic Depiction: ● BLOW COUNT ▲ NATURAL MOISTURE; PLASTIC LIMIT ├─┤ LIQUID LIMIT; 10 20 30 40 60 100

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ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-4

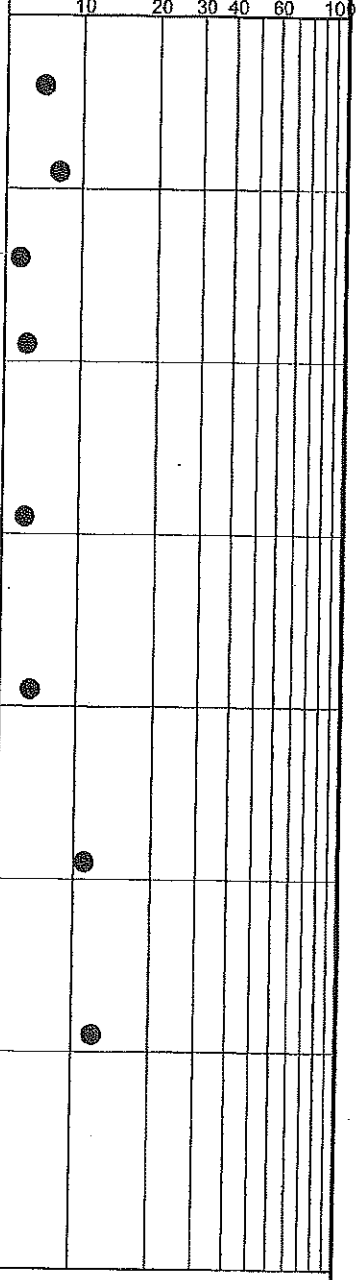
PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1011 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 15 **AFTER 24 HOURS:** ▽ _____ **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0	1010	TOPSOIL: 5 inches FILL: Loose tan brown clayey SAND				5
5	1005	RESIDUUM: Loose tan brown silty medium to fine SAND				7
		Very loose red brown silty medium to fine SAND				2
10	1000					3
15	995	Very loose light brown micaceous silty medium to fine SAND		▽		3
20	990					4
25	985	Medium dense gray brown micaceous silty medium to fine SAND				11
30	980	Boring Terminated at 30 ft.				12
35	975					

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ├──┤ LIQUID LIMIT



NOVA
ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-5

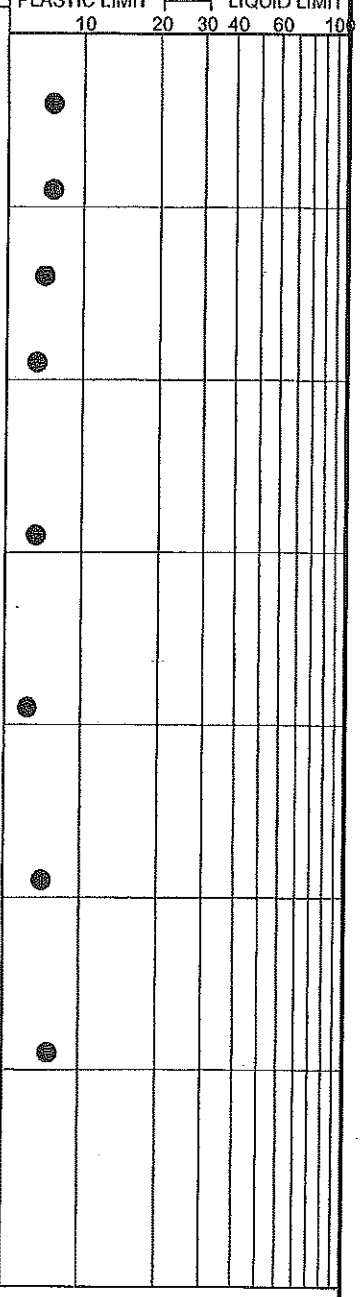
PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1014 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 25 **AFTER 24 HOURS:** ▽ 9 **CAVING>** ∠

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL: 3 inches				
		RESIDUUM: Loose tan brown clayey SAND with quartz fragments from 3 to 6 feet				6
5	1010					6
		Loose to very loose light brown micaceous silty medium to fine SAND				5
10	1005			▽		4
15	1000					4
20	995					3
25	990	Loose tan brown micaceous silty medium to fine SAND		▽		5
30	985					6
		Boring Terminated at 30 ft.				
35	980					

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ├──┤ LIQUID LIMIT



NOVA
ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-6

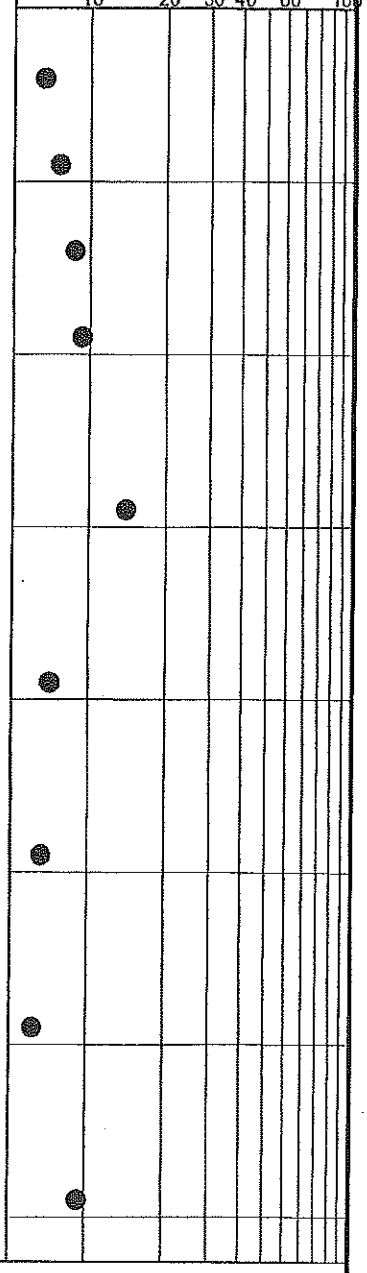
PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1014 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 17 **AFTER 24 HOURS:** ▽ 14 **CAVING>** C

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL: 6 inches				
		FILL: Very loose brown silty coarse to fine SAND with trace organics				4
5	1010	Loose brown clayey SAND with rock fragments				6
						8
10	1005					9
15	1000	RESIDUUM: Medium dense tan brown slightly micaceous silty medium to fine SAND with rock fragments		▽ ▽		14
20	995	Loose dark brown micaceous silty coarse to fine SAND				5
25	990	Very loose tan brown to red brown micaceous silty medium to fine SAND				4
30	985					3
35	980	Loose gray brown micaceous silty medium to fine SAND				9
		Boring Terminated at 35 ft.				

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ├──┤ LIQUID LIMIT



NOVA
ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-7

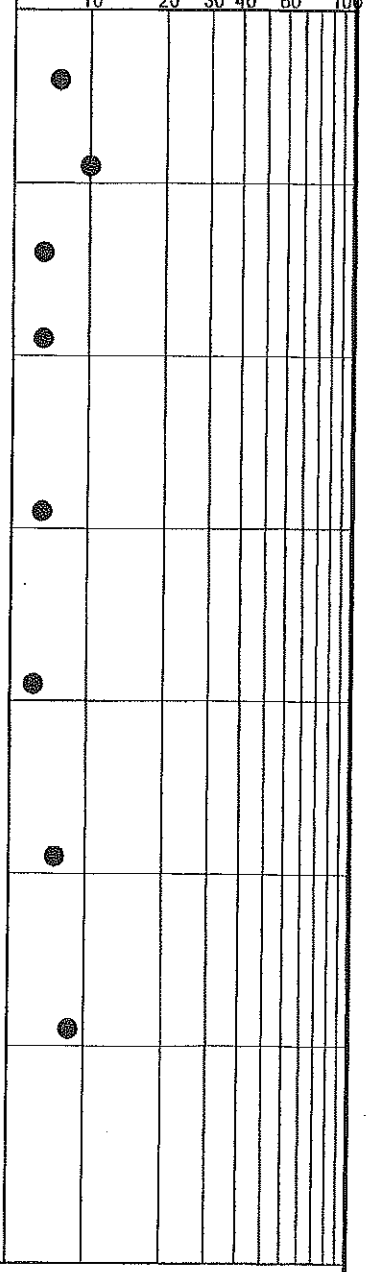
PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1013 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 15 **AFTER 24 HOURS:** ▽ **CAVING>** ∠

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL: 4 inches				
		FILL: Loose red clayey SAND with trace organics				6
	1010	RESIDUUM: Loose tan brown silty coarse to fine SAND				10
5		Very loose tan brown silty medium to fine SAND				4
	1005					4
10						
	1000	Very loose light brown micaceous silty medium to fine SAND		▽		4
15						
	995					3
20						
	990	Loose tan brown silty medium to fine SAND				6
25						
	985					8
30		Boring Terminated at 30 ft.				
	980					
35						

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ├──┤ LIQUID LIMIT



NOVA ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD B-8

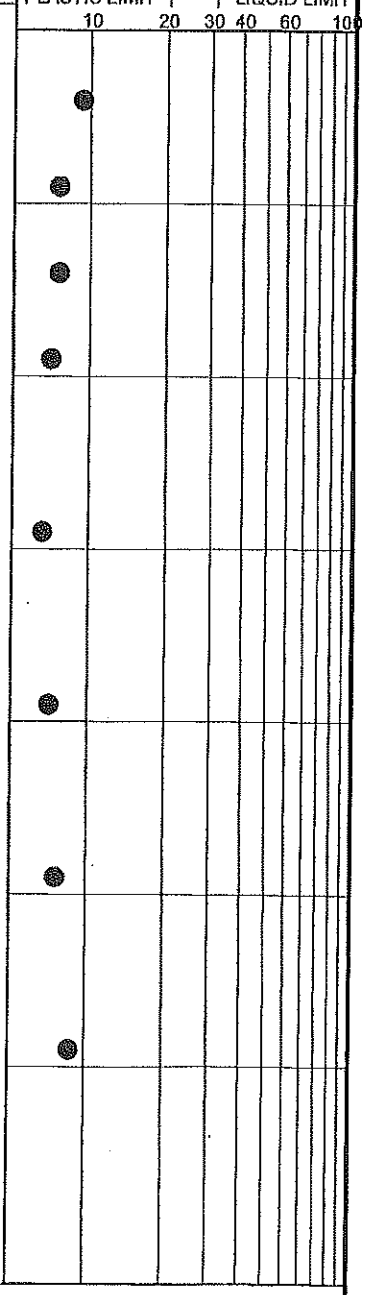
PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1015 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 26 **AFTER 24 HOURS:** ▽ 12.5 **CAVING>** ∠

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0	1015	TOPSOIL: 4 inches				
		FILL: Loose red brown clayey SAND with trace organics				9
		RESIDUUM: Loose to very loose tan brown micaceous silty medium to fine SAND				6
5	1010					6
						5
10	1005			▽		
						4
15	1000					
		Loose tan brown micaceous silty medium to fine SAND				5
20	995					
						6
25	990			▽		
						8
30	985	Boring Terminated at 30 ft.				
35	980					

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢⊣ LIQUID LIMIT



NOVA
ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-9

PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1015 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 18 **AFTER 24 HOURS:** ▽ 14 **CAVING>** ∠

Depth (feet)	Elevation (ft-MSL)	Description	N-Value
0	1015	TOPSOIL: 6 inches	
		FILL: Loose brown clayey SAND with trace organics	7
		Medium dense red brown silty coarse to fine SAND with rock fragments	15
5	1010	RESIDUUM: Very loose to loose tan brown micaceous silty medium to fine SAND	4
10	1005		5
		Very loose to loose tan brown micaceous silty medium to fine SAND	4
15	1000		
20	995		4
25	990		6
		Very loose to loose tan brown micaceous silty fine SAND	4
30	985		
35	980	Boring Terminated at 35 ft.	8

Graphic Depiction: ● BLOW COUNT; ▲ NATURAL MOISTURE; PLASTIC LIMIT ⊢—⊣ LIQUID LIMIT; 10 20 30 40 60 100

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA
ENGINEERING AND ENVIRONMENTAL

TEST BORING RECORD
B-10

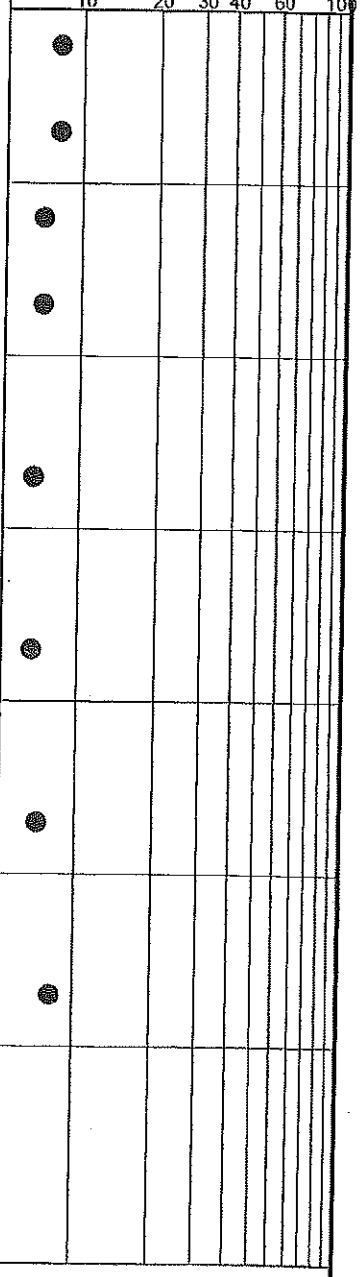
PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1016 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ ____ **AFTER 24 HOURS:** ▽ ____ **CAVING>** C. 14

This information pertains only to this boring and should not be interpreted as being indicative of the site.

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
	1015	TOPSOIL: 6 inches				
		FILL: Loose red brown clayey SAND with trace organics				7
		RESIDUUM: Loose red brown silty medium to fine SAND				7
5	1010	Loose to very loose tan brown micaceous silty fine SAND				5
10						5
	1005			C		4
15						
	1000					4
20						
	995	Loose tan brown micaceous silty fine SAND				5
25						
	990					7
30		Boring Terminated at 30 ft.				
	985					
35						
	980					

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT |——| LIQUID LIMIT



NOVA ENGINEERING AND ENVIRONMENTAL

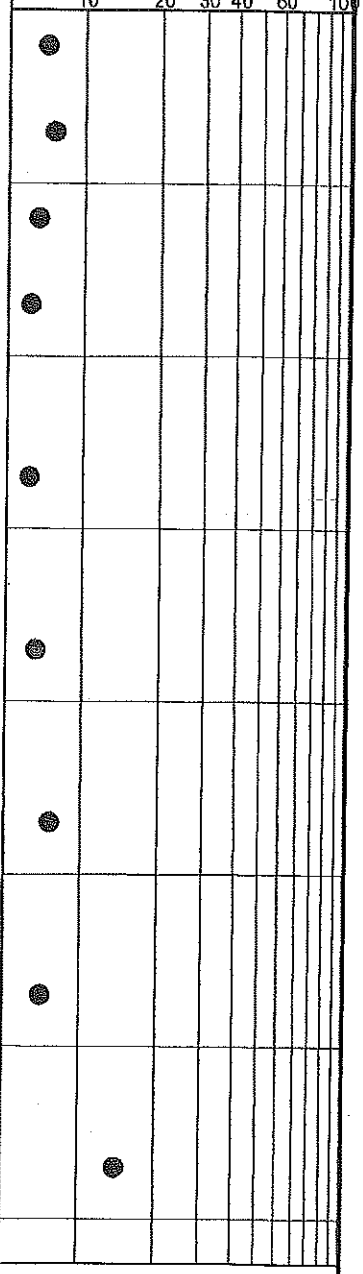
TEST BORING RECORD B-11

PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1014 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ 16 **AFTER 24 HOURS:** ▽ _____ **CAVING>** C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL: 6 inches				
		FILL: Loose brown clayey SAND				5
5	1010					6
		RESIDUUM: Very loose light brown micaceous silty fine SAND				4
10	1005					3
15	1000	Very loose dark brown micaceous silty coarse to fine SAND		▽		3
20	995	Very loose red brown silty fine SAND				4
25	990	Loose to medium dense tan brown silty medium to fine SAND				6
30	985					5
35	980	Boring Terminated at 35 ft.				14

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢—⊣ LIQUID LIMIT



This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA
ENGINEERING AND ENVIRONMENTAL

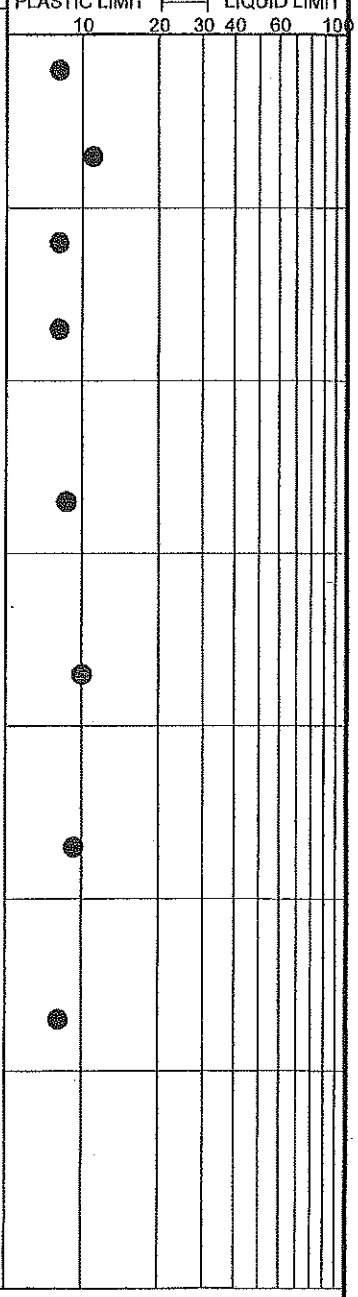
TEST BORING RECORD B-12

PROJECT: Recreational and Aquatics Facility **PROJECT NO.:** 2015020
CLIENT: City of Atlanta
PROJECT LOCATION: Hilliard Street
LOCATION: Atlanta, Georgia **ELEVATION:** 1018 ft-MSL
DRILLER: Excalibur Drilling **LOGGED BY:** A. Mahfood
DRILLING METHOD: Hollow Stem Auger **DATE:** 03/24/15
DEPTH TO - WATER> INITIAL: ▽ **AFTER 24 HOURS:** ▽ **CAVING>** ⊥

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		TOPSOIL: 2 inches				
		RESIDUUM: Loose to medium dense red brown silty fine SAND				7
	1015					11
5						
		Loose red brown silty fine SAND				7
	1010					
		Loose light brown slightly micaceous silty fine SAND				7
10						
	1005					
		Loose dark brown to brown micaceous silty fine SAND				8
15						
	1000					10
20						
	995					9
25						
	990					
		Loose tan brown silty fine SAND (Damp)				7
30						
		Boring Terminated at 30 ft.				
	985					
35						

Graphic Depiction

● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ├──┤ LIQUID LIMIT



This information pertains only to this boring and should not be interpreted as being indicative of the site.

ATTACHMENT C

QUALIFICATIONS OF RECOMMENDATIONS

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study and our past experience. If additional information becomes available that might impact our geotechnical opinions, it will be necessary for NOVA to review the information, reassess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings will differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process have altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this geotechnical report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to document that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observation and testing services.

This report is intended for the sole use of the City of Atlanta Department of Parks & Recreation only. The scope of work performed during this study was developed for purposes specifically intended by the City of Atlanta Department of Parks & Recreation and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Georgia. This warranty is in lieu of all other statements or warranties, either expressed or implied.

Important Information about Your

Geotechnical Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical engineering study conducted for a civil engineer may not fulfill the needs of a construction contractor or even another civil engineer. Because each geotechnical engineering study is unique, each geotechnical engineering report is unique, prepared *solely* for the client. No one except you should rely on your geotechnical engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply the report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

A Geotechnical Engineering Report Is Based on A Unique Set of Project-Specific Factors

Geotechnical engineers consider a number of unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical engineering report that was:

- not prepared for you,
- not prepared for your project,
- not prepared for the specific site explored, or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light industrial plant to a refrigerated warehouse,
- elevation, configuration, location, orientation, or weight of the proposed structure,
- composition of the design team, or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical engineering report is based on conditions that existed at the time the study was performed. *Do not rely on a geotechnical engineering report* whose adequacy may have been affected by: the passage of time; by man-made events, such as construction on or adjacent to the site; or by natural events, such as floods, earthquakes, or groundwater fluctuations. *Always* contact the geotechnical engineer before applying the report to determine if it is still reliable. A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ—sometimes significantly—from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are *Not* Final

Do not overrely on the construction recommendations included in your report. *Those recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations only by observing actual

subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's recommendations if that engineer does not perform construction observation.*

A Geotechnical Engineering Report Is Subject to Misinterpretation

Other design team members' misinterpretation of geotechnical engineering reports has resulted in costly problems. Lower that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Contractors can also misinterpret a geotechnical engineering report. Reduce that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Contractors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make contractors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give contractors the complete geotechnical engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise contractors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure contractors have sufficient time* to perform additional study. Only then might you be in a position to give contractors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and contractors do not recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations" many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform a *geoenvironmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical engineering report does not usually relate any geoenvironmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; ***none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.***

Rely, on Your ASFE-Member Geotechncial Engineer for Additional Assistance

Membership in ASFE/The Best People on Earth exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit for everyone involved with a construction project. Confer with your ASFE-member geotechnical engineer for more information.

ASFE THE GEOPROFESSIONAL BUSINESS ASSOCIATION

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@asfe.org www.asfe.org

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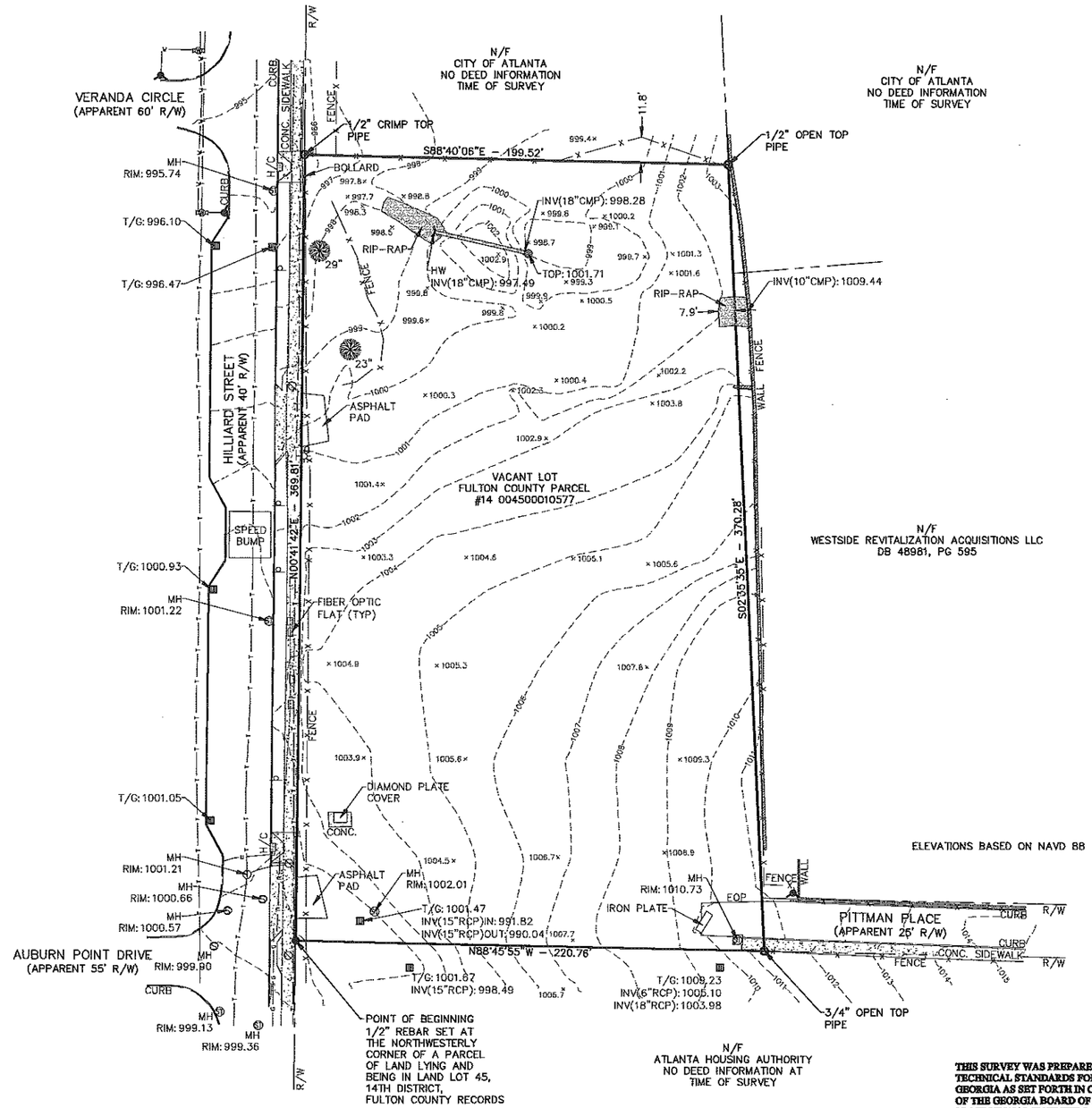
IIGER01125.0MRP

EXHIBIT B-3

UTILITIES/SITE SURVEY

LEGEND:

- PROPERTY CORNER FOUND (AS NOTED)
- 1/2" REBAR WITH CAP SET LSF# B39
- R/W MONUMENT
- FIRE HYDRANT
- WATER METER
- WATER VALVE
- POWER POLE
- LIGHT POLE
- POWER/LIGHT POLE
- GUY WIRE
- POWER METER
- POWER BOX
- A/C UNIT
- MANHOLE
- CLEAN OUT
- STORM MANHOLE
- 2FT DIAMETER RISER
- DRAINAGE INLET
- GAS METER
- GAS VALVE
- CABLE BOX
- TELEPHONE BOX
- TELEPHONE MANHOLE
- SIGN
- —W— WATER LINE
- —U— OVERHEAD UTILITY LINE
- —S— SEWER LINE
- —G— GAS LINE
- FIBER OPTIC LINE
- —T— TELEPHONE LINE
- —X— FENCE LINE
- —920— CONTOUR LINE
- BSL BUILDING SETBACK LINE
- CONC. CONCRETE
- EOP EDGE OF PAVEMENT
- L.L. LAND LOT
- N/F NOW OR-FORMERLY
- R/W RIGHT-OF-WAY
- P/L PROPERTY LINE
- OH OVERHANG
- C.B. CATCH BASIN
- CNT CANTILEVER
- H/C HANDICAP RAMP
- FFE FINISHED FLOOR ELEVATION
- BFE BASEMENT FLOOR ELEVATION
- DB DEED BOOK
- PB PLAT BOOK
- PG PAGE
- ×1005.1 GROUND SHOT



THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 180-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 15-6-67.

GRID NORTH
GA. WEST ZONE
NAD 83
SCALE: 1"=40'

BOUNDARY, TOPOGRAPHIC & TREE SURVEY

PREPARED FOR: KEITH HICKS
LAND LOT 45, 14TH DISTRICT,
CITY OF ATLANTA,
FULTON COUNTY, GEORGIA - 07/16/15

GEORGIA REGISTERED No. 22294 LAND SURVEYOR BRYAN E. BUTTERWORTH
07/16/15
FOR THE FIRM
BOUNDARY ZONE, INC.
LSF #839
NOT VALID WITHOUT ORIGINAL SIGNATURE

THIS SURVEY WAS MADE WITHOUT THE BENEFIT OF A CURRENT TITLE COMMITMENT. EASEMENTS AND ENCUMBRANCES MAY EXIST WHICH BENEFIT AND BURDEN THIS PROPERTY.

THIS PLAT WAS PREPARED FOR THE EXCLUSIVE USE OF THE PERSON, PERSONS OR ENTITY NAMED HEREON AND DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT A RECERTIFICATION BY THE SURVEYOR NAMING SAID PERSON.

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THIS DRAWING AND IT'S REPRODUCTIONS ARE THE PROPERTY OF THE SURVEYOR AND MAY NOT BE REPRODUCED, PUBLISHED OR USED IN ANY WAY WITHOUT THE WRITTEN PERMISSION OF THIS SURVEYOR.

TOTAL AREA: 1.783 ACRES / 77,670 SQUARE FEET.

BOUNDARY REFERENCE: NO DEED INFORMATION AT TIME OF SURVEY. FIELDWORK PERFORMED ON 07/01/15.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN ONE FOOT IN 133,864 FEET.

THIS PLAT HAS BEEN PREPARED USING A TRIMBLE 5603 ROBOTIC TOTAL STATION.

THE FIELD DATA UPON WHICH THIS MAP OR PLAT IS BASED HAS A CLOSURE PRECISION OF ONE FOOT IN 131,755 FEET, AND ANGULAR ERROR OF 03 SECONDS PER ANGLE POINT, AND WAS ADJUSTED USING COMPASS RULE.

BOUNDARY ZONE, INC.
LAND SURVEYING SERVICES
LANDSCAPE ARCHITECTURE
LAND PLANNING
SURVEYING ◆ LANDSCAPE ARCHITECTURE ◆ LAND PLANNING
WWW.BOUNDARYZONE.COM ◆ (770) 271-5772 ◆ (919) 363-9226

[redacted]

GRAPHIC SCALE - IN FEET
20 0 40 80

PROJECT
1630401

SHEET
1 OF 1

EXHIBIT B-4

SPACE REQUIREMENTS & CONCEPT GRAPHICS

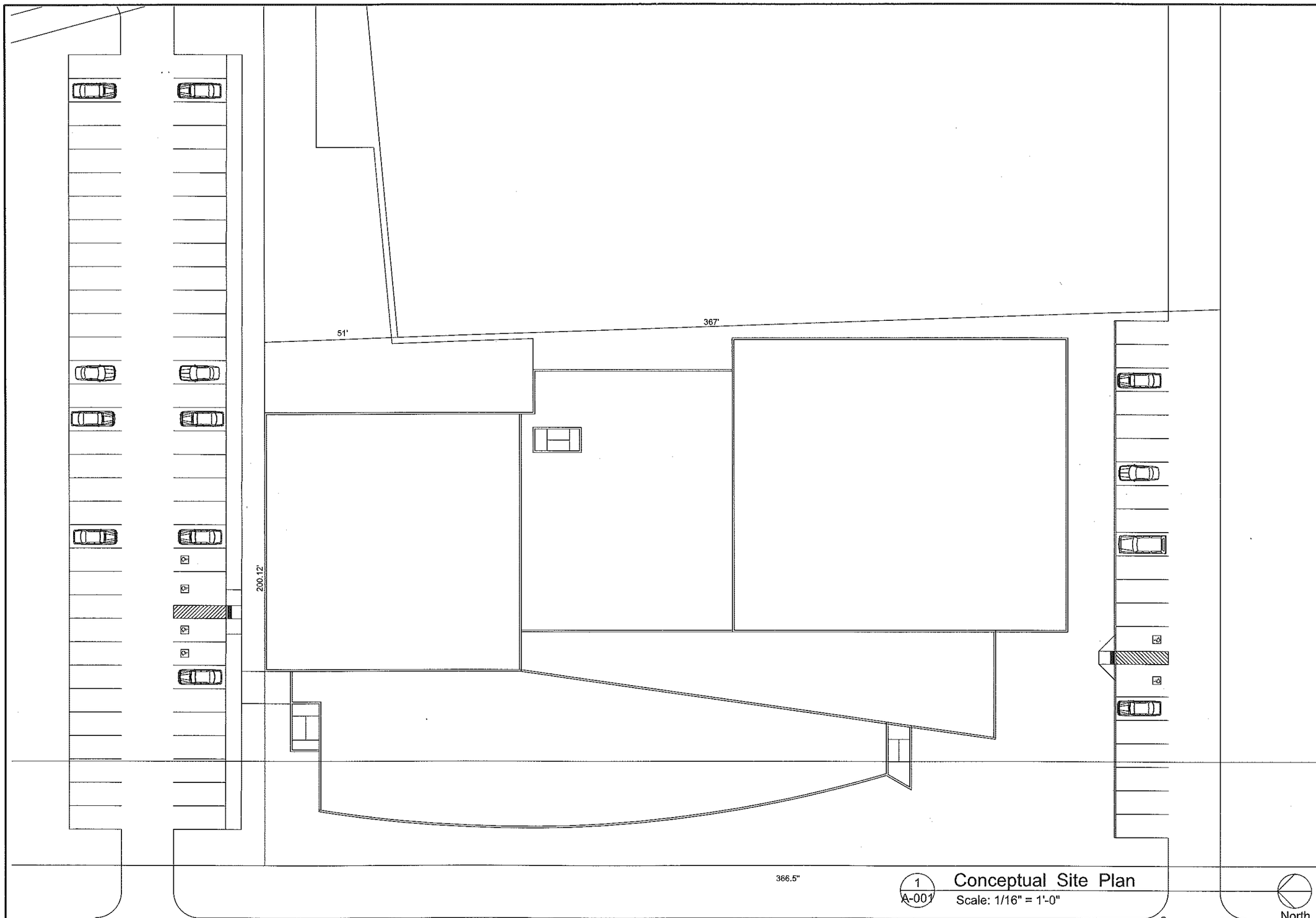
City of Atlanta Department of Parks & Recreation- MLK, Jr. Recreational and Aquatic Facility

SPACE PROGRAM

Unit No.		Quantity	Unit Dimension			Unit Area	Program Area	Current Design
GENERAL BUILDING AREA								
GB	100 Vestibule	1 room	15	x	35	525 SF	525 SF	0 SF
GB	101 Lobby/Lounge	1 area	30	x	80	2400 SF	2400 SF	0 SF
GB	102 Restrooms	2 room	11	x	18	198 SF	396 SF	0 SF
GB	103 Vending	1 room	10	x	18	180 SF	180 SF	0 SF
GB	104 Exhibit/Display	2 room	1	x	6	6 SF	6 SF	0 SF
GB	105 Computer Lab	1 room	30	x	40	1200 SF	1200 SF	0 SF
GB	106 Multipurpose Rooms (movable partition)	3 room	40	x	25	1000 SF	3000 SF	0 SF
GB	107 Multipurpose Storage	3 room	10	x	12	120 SF	360 SF	0 SF
GB	108 Classroom	1 room	20	x	28	560 SF	560 SF	0 SF
GB	109 Classroom Storage	1 room	10	x	15	150 SF	150 SF	0 SF
GB	110 Catering Kitchen/Storage	1 room	16	x	20	320 SF	320 SF	0 SF
GB	111 Senior Center	1 room	40	x	55	2200 SF	2200 SF	0 SF
GB	112 Police Substation	1 room	10	x	15	150 SF	150 SF	0 SF
	Corridors and Walls	16%					1831.52 SF	0 SF
	SUBTOTAL	19					13278.5 SF	
FACILITY ADMINISTRATION								
FA	100 Control Desk	1 area	12	x	30	360	360 SF	0 SF
FA	101 Control Desk Storage	1 room	5	x	8	40	40 SF	0 SF
FA	102 Reception	1 room	10	x	12	120	120 SF	0 SF
FA	103 Lounge/Kitchen/Workroom	1 room	15	x	30	450	450 SF	0 SF
FA	104 Staff Office (Director)	1 room	10	x	15	150	150 SF	0 SF
FA	105 Staff Office (Supervisor)	3 room	10	x	12	120	360 SF	0 SF
FA	106 Staff Office Area (3 Workstations)	1 room	12.5	x	40	500	500 SF	0 SF
FA	107 Storage	1 room	5	x	8	40	40 SF	0 SF
	Corridors and Walls	16%					323.2 SF	0 SF
	SUBTOTAL	10					2343.2 SF	0 SF
INDOOR AQUATIC CENTER								
AC	100 Leisure Pool/Family Fun Zone	1 area	80	x	100	8000	8000	0 SF
AC	101 Life Guard Room	1 room	10	x	20	200	200	0 SF
AC	102 Pool Staff Room	1 room	10	x	18	180	180	0 SF
AC	103 First Aid	1 room	10	x	12	120	120	0 SF
AC	104 Pool Storage	1 room	20	x	34	680	680	0 SF
AC	105 Pool Equipment Room	1 room	25	x	40	1000	1000	0 SF
AC	106 Therapy Pool	1 area	20	x	20	400	400	0 SF
AC	107 25 Yard Lap Swim Pool (4 lanes)	1 area	40	x	100	4000	4000	0 SF
	Corridors and Walls	16%					2332.8	0 SF
	SUBTOTAL	8					16912.8	0 SF
ATHLETICS AND FITNESS								
AF	100 Multi-purpose Gymnasium	1 room	100	x	100	10000 SF	10000 SF	0 SF
AF	101 Gym Storage	1 room	10	x	80	800 SF	800 SF	0 SF
AF	102 Indoor Walking/Jogging Track (2 lanes)	1 area	6	x	394	2364 SF	2364 SF	0 SF
AF	103 Fitness/Wellness	1 area	75	x	40	3000 SF	3000 SF	0 SF
AF	104 Multi-purpose fitness (Aerobics, etc.)	1 area	30	x	60	1800 SF	1800 SF	0 SF
AF	105 Stretching	1 area	30	x	40	1200 SF	1200 SF	0 SF
AF	106 Unisex Toilet	1 room	8	x	8	64 SF	64 SF	0 SF
AF	107 Locker Rooms	2 room	26	x	80	2080 SF	4160 SF	0 SF
AF	108 Family Locker Rooms	1 room	12	x	48	576 SF	576 SF	0 SF
	Corridors and Walls	16%					3834.24 SF	0 SF
	SUBTOTAL	10					27798.2 SF	0 SF
TECHNICAL SUPPORT								
TS	100 Telecom Room	1 room	1	x	6	6 SF	6 SF	0 SF
TS	101 Mechanical Room	1 room	20	x	30	600 SF	600 SF	0 SF
TS	102 Pool Mechanical Room	1 room	20	x	30	600 SF	600 SF	0 SF
TS	103 Elevator	1 room	8	x	8	64 SF	64 SF	0 SF
TS	104 Elevator Equipment Room	1 room	8	x	8	64 SF	64 SF	0 SF
TS	105 Building Maintenance Workroom	1 room	10	x	15	150 SF	150 SF	0 SF
TS	106 Janitor Closet	2 room	5	x	10	50 SF	100 SF	0 SF
TS	107 Electrical Room	2 room	10	x	17	170 SF	340 SF	0 SF
TS	108 Stair	3 room	10	x	16	160 SF	480 SF	0 SF
	Corridors and Walls	16%					384.64 SF	0 SF
	SUBTOTAL	13					2788.64 SF	0 SF
	TOTAL	60					63121.4 SF	

PARKING

Assume 85 spaces total



1 A-001 Conceptual Site Plan
Scale: 1/16" = 1'-0"

FOR ILLUSTRATIVE PURPOSES ONLY

CITY OF ATLANTA
DEPARTMENT OF PARKS & RECREATION:
OFFICE OF PARK DESIGN
PEACHTREE CENTER HARRIS TOWER - SUITE 1600
233 PEACHTREE ST., N.E.
ATLANTA, GA. 30303

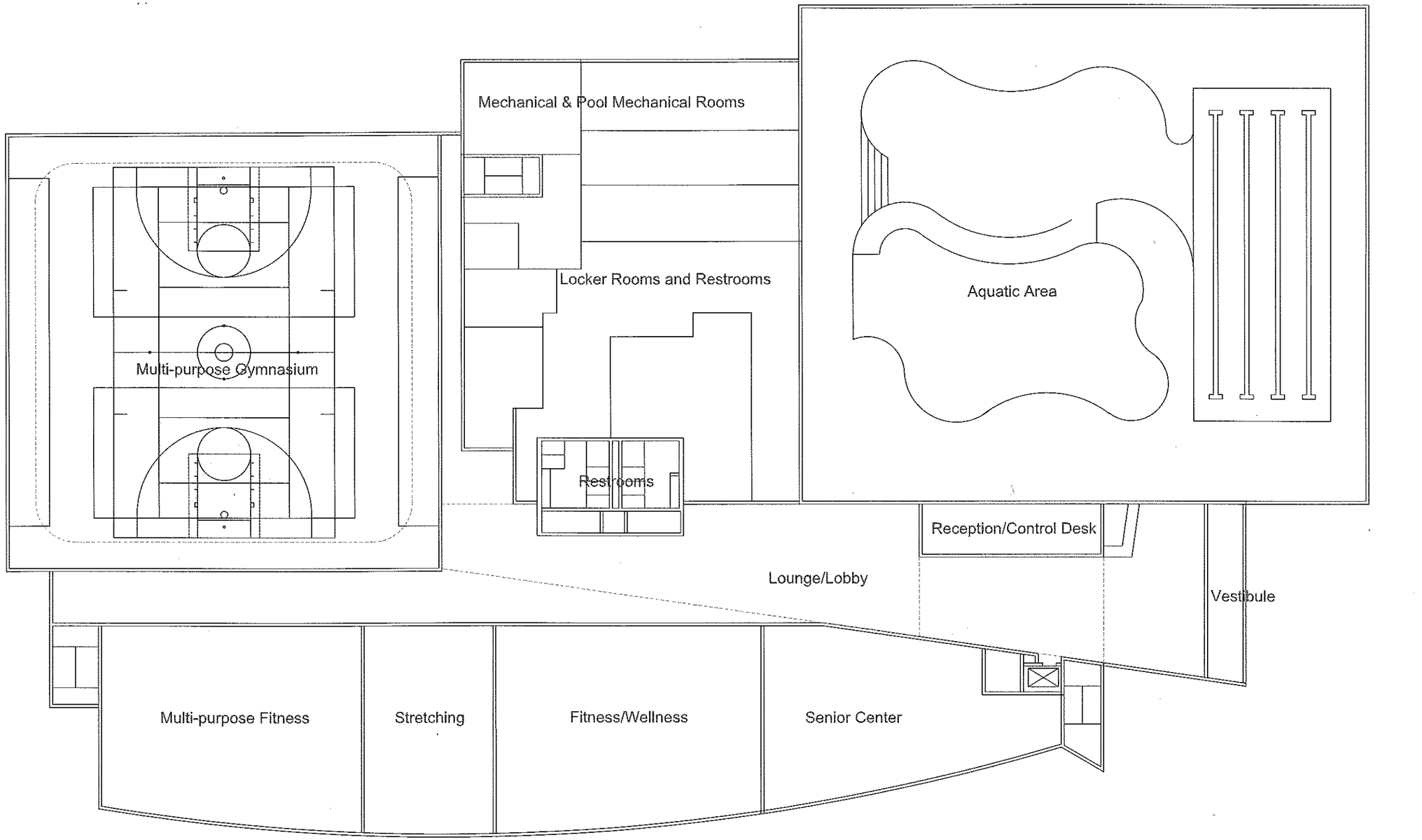
(P) 404.546.7971
COMMISSIONER: AMY PHUONG
DIRECTOR: ALVIN DODSON

All production & intellectual property reserved 2011 PARK DESIGN

CONCEPTUAL FLOOR PLANS
for
MLK, Jr. Recreational & Aquatic Center
110 Hilliard Street, SE
Atlanta, GA 30303-2429

PROJECT NO:
CAD DWG FILE:
DRAWN BY: KJH
CHK'D BY: KJH
DATE: 8/14/15
SCALE: REFER TO DRAWING
SHEET TITLE: Conceptual Site Plan

A-001



1
A-100

Conceptual First Floor Plan

Scale: 3/32" = 1'-0"

0 11 22 33

North

49,967 s.f.
14,994 s.f.
64,961 s.f.

FOR ILLUSTRATIVE PURPOSES ONLY

CITY OF ATLANTA
DEPARTMENT OF PARKS & RECREATION:
OFFICE OF PARK DESIGN
PEACHTREE CENTER HARRIS TOWER - SUITE 1600
233 PEACHTREE ST., N.E.
ATLANTA, GA. 30303

(P) 404.546.7971
COMMISSIONER: AMY PHUONG
DIRECTOR: ALVIN DODSON

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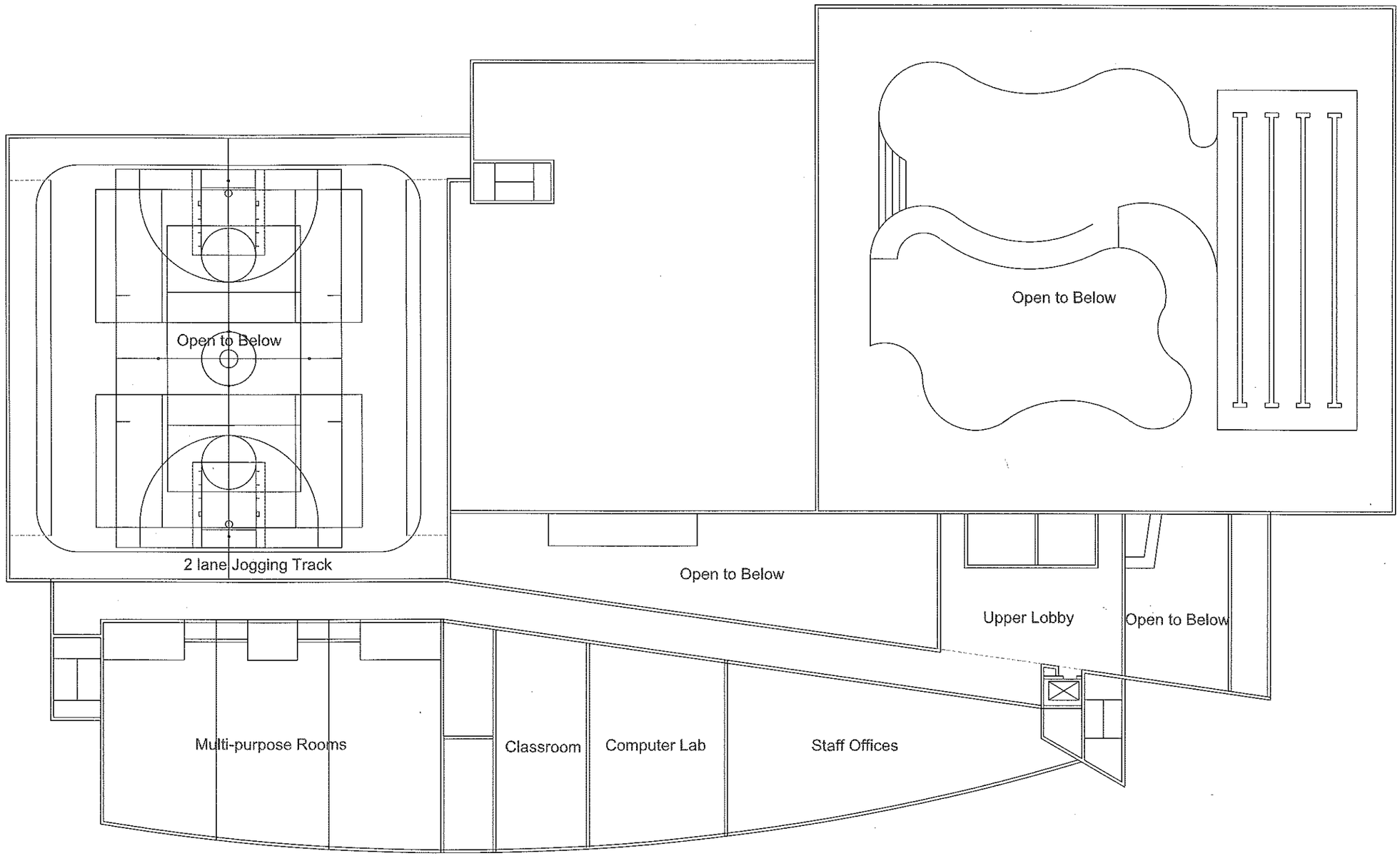
CONCEPTUAL FLOOR PLANS
for
MLK, Jr. Recreational & Aquatic Center
110 Hilliard Street, SE
Atlanta, GA 30303-2429

PROJECT NO:	
CAD DWG FILE:	
DRAWN BY:	KJH
CHK'D BY:	KJH
DATE: 8/14/15	
SCALE: REFER TO DRAWING	
SHEET TITLE	First Floor Plan

A -100

NOT RELEASED FOR CONSTRUCTION



1
A-200

Conceptual Second Floor Plan

Scale: 3/32" = 1'-0"

0 11 22 33

14,994 s.f.

North

FOR ILLUSTRATIVE PURPOSES ONLY

CITY OF ATLANTA
DEPARTMENT OF PARKS & RECREATION:
OFFICE OF PARK DESIGN
PEACHTREE CENTER HARRIS TOWER - SUITE 1600
233 PEACHTREE ST., N.E.
ATLANTA, GA. 30303

(P) 404.546.7871
COMMISSIONER: AMY PHUONG
DIRECTOR: ALVIN DODSON

All production & intellectual property reserved 2011 PARK DESIGN

CONCEPTUAL FLOOR PLANS
for
MLK, Jr. Recreational & Aquatic Center
110 Hilliard Street, SE
Atlanta, GA 30303-2429

PROJECT NO:	
CAD DWG FILE:	
DRAWN BY:	KJH
CHK'D BY:	KJH
DATE: 8/14/15	
SCALE: REFER TO DRAWING	
SHEET TITLE	Second Floor Plan

A-200

APPENDICES

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

August 13, 2015

RE: Project No.: FC 8420, MLK, Jr. Recreational and Aquatic Facility

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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First Source Jobs Agreement (Form 5) 14

CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the

reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Michael Sterling
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 8420, MLK, Jr. Recreational and Aquatic Facility

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 **MLK, Jr. Recreational and Aquatic Facility** 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:

Professional Services Goal

18.1% AABE's, APABE's, HABE's

and

8.3% FBE

Construction Goal

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.

7. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: https://pro.prismcompliance.com/default.aspx. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!". Once there, you may search by industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms". Click OCC's quarterly list to access the current directory of certified firms."

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

CONTRACTOR CONTACT FORM

List all potential joint venture partners, protégés, subcontractors or suppliers (regardless of ethnicity/gender) that were contacted regarding this project.

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City of Atlanta 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

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

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS

FC-8420, Design Build MLK, Jr. Recreational and Aquatic Facility

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 Accord 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/subconsultants 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
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/SubContractor/Consultants
- ☒ Products – Completed Operations
- ☒ Pesticide or Herbicide Applicator Coverage
- ☒ 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 **$5,000,000 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. BUILDERS RISK / 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 coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

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

G. PROPERTY COVERAGE/INLAND MARINE

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

H. POLLUTION LIABILITY

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than **$1,000,000** each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

I. PERFORMANCE BOND AND PAYMENT BOND

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent 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.**

PAYMENT AND PERFORMANCE BONDS

DRAFT

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

"City" City of Atlanta

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address), _____

_____

_____

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

_____

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20___, regarding performance of Work relative to the Project.

"Penal Sum:" _____ Dollars ($ _____).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of O.C.G.A. Section 36-91-1 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____day of _____, 20___.

PRINCIPAL:_____

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer

DRAFT

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Performance Bond

"City" City of Atlanta

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address) _____

_____

_____

Type of Organization ("X" one): _____ Individual
_____ Partnership
_____ Joint Venture
_____ Corporation

"Surety:" (Name and Business Address) _____

_____

_____,

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20___, regarding performance of Work relative to the Project.

"Penal Sum:" _____.

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time of one year beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20___.

PRINCIPAL:_____

_____
President/Vice President (Sign)

_____
President/Vice President (Type or Print)

Attested to by:

_____
Secretary/Assistant Secretary (Seal)

SURETY:_____

By: _____
Attorney-in-Fact (Sign)

_____
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

_____
Associate/Assistant City Attorney

APPROVED

_____
City's Chief Financial Officer