# CITY OF ATLANTA

Kasim Reed
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, CPPC
Chief Procurement Officer
asmith@atlantaga.gov

February 1, 2016

Dear Potential Proponents:

**Re: FC-8430, Design-Build Northside Drive Pedestrian Bridge**

Attached is one (1) copy of **Addendum No. 11,** which is hereby made a part of the above-referenced project.

For additional information, please contact Lloyd A. Richardson, Contract Administrator, at (404) 864-8504, or by email at larichardson@atlantaga.gov.

Sincerely,

Adam L. Smith

ALS/lar

**ADDENDUM NO. 11**

This Addendum No. 11 forms a part of the Request for Proposals and modifies the original solicitation package and any prior Addenda as noted below and is issued to incorporate the following:

- **Replacement of Part 5, Draft Standard Form of Agreement Between Owner and Design Builder**
  Part 5, Draft Standard Form of Agreement Between Owner and Design Builder is hereby removed and replaced with a new Part V dated 2/1/16 and attached hereto as Attachment No. 1.

- **Replacement of Exhibit A, Standard Form of General Conditions of Contract Between Owner and Design Builder**
  Exhibit A, Standard Form of General Conditions of Contract Between Owner and Design Builder is hereby removed and replaced with a new Exhibit A dated 2/1/16 and attached hereto as Attachment No. 2.

- **Replacement of Exhibit B, Scope of Work**
  Exhibit B, Scope of Work is hereby removed and replaced with a new Exhibit B, Scope of Work/Project Criteria dated 2/1/16 and attached hereto as Attachment No. 3.

- **Inclusion of Cost Proposal Form to Part 4, Required Procurement Documents**
  Part 4, Required Procurement Documents is hereby revised to include a Cost Proposal Form dated 2/1/15 and attached hereto as Attachment No. 4.

- **Replacement of Part 4, Required Procurement Documents, Form 5, Acknowledgement of Addenda**
  Form 5, Acknowledgement of Addenda is here removed and replaced with a new Form 5 dated 2/1/16 and attached hereto as Attachment No. 5.

- **Inclusion of Part 4, Required Procurement Documents, Form 4.2, Bonding Ability**
  Part 4, Required Procurement Documents is hereby revised to include Form 4.2 dated 2/1/15 and attached hereto as Attachment No 6.

- **Removal of Part 2, Contents of Proposals, Section 3.2.4.1**
  Section 3.2.4.1 is hereby removed in its entirety.

- **Revision of Part 2, Contents of Proposals, Section 3.2.4.2**
  Section 3.2.4.2 is revised to read:
  "*Designer shall have successfully completed at least three (3) contracts involving design and construction of pedestrian bridges. 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 and electrical 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."*

- **Removal of Part 2, Contents of Proposals, Section 3.2.4.3**
  Section 3.2.4.3 is hereby removed in its entirety.

- **Removal of Part 2, Contents of Proposals, Section 3.2.6.3**
  Section 3.2.6.3 is hereby removed in its entirety.

- **Correction of City's response to Question No. 21 of Addendum No. 10 dated 1/27/16.**
  Question #21: *Part 1, Page 4, Section 11, Georgia Utility Contractor's License – The RFP states that the Proponent must have a Utility Contractors license and that the avenue for this license cannot be through a Utility subcontractor. The work outlined in this RFP looks to be work requiring the involvement of a General Contractor, not a utility contractor. Traditionally, a Utility Contractor's License is not carried by the General Contractor but would in fact, be carried by the Utility Subcontractor. Therefore, please confirm it is acceptable to respond as a General Contractor Proponent with the Utility Contractor's license being carried by the Subcontractor performing any required utility work.*

  Correct Response: *No. The requirement for the Georgia Utility Contractor's License remains as stated in the solicitation document.*

Addendum No. 11 for FC-8430, Design-Build Northside Drive Pedestrian Bridge is available for pick-up in the Plan Room: City Hall, 55 Trinity Avenue, Suite 1900.

**The Proposal due date *HAS* been modified and Proposals are due on Monday February, 8, 2016 and should be time stamped in no later than 2:00 P.M. EST and delivered to the address listed below:**

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

**** All other pertinent information is to remain unchanged****

**Acknowledgment of Addendum No. 11**

Proponents must sign below and return this form with your proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303, as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of **Addendum No. 11, FC-8430, Design-Build Northside Drive Pedestrian Bridge** on this the _____ day of _____, 201__.

_____
Legal Company Name of Proponent

_____
Signature of Authorized Representative

_____
Printed Name

_____
Title

_____
Date

# Attachment No. 1

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## Draft Agreement

## Between Owner and Design Builder

# 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.*

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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 Public Works
55 Trinity Avenue, S.W.
Atlanta, GA. 30303

**DESIGN-BUILDER:**

**PROJECT: FC-8430 Design-Build Northside Drive Pedestrian Bridge**

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 Three Hundred Ninety (390) 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).

**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 seven (7) days of Substantial Completion Date, (the "LD Date"), Designer-Builder shall pay Owner One Thousand Five Hundred Dollars ($1,500.00), 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 thirty (30) 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 Thirty-Seven (37) days of Substantial Completion, Design-Builder shall pay to Owner One Thousand Five Hundred Dollars ($1,500.00), 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 _____.

# Article 7

## Procedure for Payment

**7.1 Progress Payments.**

**7.1.1** Design-Builder shall submit to Owner on the Thirtieth (30th) 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)*

Deputy Commissioner
City of Atlanta, Department of Watershed Management
72 Marietta St NW, Atlanta, GA 30303
w/ a copy to the Project Manager (to be designated prior to the Date of Commencement)
404-546-3261

.

**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 Watershed Management

**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
Watershed Management

**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
Watershed Management

**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:**

# Attachment No. 2

## Standard Form of General Conditions of Contract Between Owner and Design Builder

# 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. Construction Project Manager
b. Design Project Manager
c. Site Safety Officer
d. Architect of Record
e. Structural Engineer of Record
f. Civil Engineer of Record
g. Electrical Engineer of Record

**2.1.1.2** Key Subcontractors:
a. Design Consultant
b. Subconsultants, if any, performing Work for items listed in 2.1.1. Key Personnel (to be filled in as applicable per proposal)
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 monthly 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.

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# 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.

# Attachment No. 3

## Exhibit B, Scope of Work/Project Criteria

# Scope of Work/Project Criteria

FC-8430, Design-Build Service of Northside Drive Pedestrian Bridge

2/1/16

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# I. GENERAL DESCRIPTION

## A. Project Location

The proposed Project is located in the City of Atlanta, Fulton County, Georgia. The Project is on Northside Drive near the intersection with Carter Street NW.

## B. Design-Build Concept

The Contractor and a design consultant (or design consultant team) shall work together to design and build the Project. The design consultant shall either be acting as a subconsultant to the Contractor or a joint-venture member with whom this agreement has been executed. In this document (Scope of Work), the words "design consultant" or "design consultant team" shall refer to the consultant firm or consultant team acting as a subcontractor or joint-venture team member to the Contractor.

The words "Engineer" (with a capital "E") shall refer to those personnel of the City which are or are acting in the capacity of an engineer for the City. When the word "engineer" is used it shall refer to those persons acting on behalf of the Contractor. The City will have oversight responsibilities only, which include performing official reviews and granting acceptance of the design work.

Bids on this project shall reflect designing and constructing the project as shown in the Scope and Costing Plans. No exceptions shall be assumed by the Contractor. However, alternative proposals on portions of the work will be entertained once the project is awarded. Alternative proposals shall not conflict with the overall completion date of the project or intermediate completion dates unless otherwise approved by the City.

The Contractor may propose alternative methods/solutions to the Project Scope once the project is awarded, but shall provide the same, or better, facilities as shown in the Costing Plans and meet the following criteria: no additional or increased costs, no extension in overall schedule (or specified milestones), and no exceptions to specifications included in this contract. Alternatives proposed by the Contractor shall be submitted to the Engineer in writing and shall include clear documentation background, reason for the change, and any potential cost and/or time savings that may result. If acceptable, the City will authorize the change in writing.

The Contractor shall use those entities prequalified in related disciplines (design, traffic analysis, geotechnical, etc.) as presented in their presented Statement of Qualifications. Revisions to the design and data-gathering elements of the team and/or the proposed assignments reflected in the Statement of Qualifications shall be approved by the Engineer. Approval of any replacements in the team shall occur prior to the letting of the project. All proposed changes to the team shall be received in writing prior to letting.

Additional disciplines needed to meet the requirements of this project not identified in the Statement of Qualifications shall meet GDOT prequalification as required and any applicable standards, policies or guidelines of the local, state or federal agencies or utility owners.

Any revisions to the team and/or the proposed assignments reflected in the Statement of Qualifications after award of the contract shall be approved by the City. The Contractor shall send all requests to the City's project manager for review and further handling for approval.

Where specifications differ, this Scope of Work, shall take precedence unless otherwise revised through the amendment process. Prescriptive provisions found in the Specifications shall be followed for this project.

The work covered under this Specification includes the furnishing of all materials, labor, tools, equipment, and other incidental items for the designing, detailing, and construction of the Project contained in the Project Scope. The Contractor shall make all the improvements for this Project within the right of way and easement limits.

Information related to "existing conditions", as reflected in the Costing Plans, is for information only. The Contractor shall be aware that existing conditions found in the Costing Plans may have changed since the field survey work and associated design efforts were completed. The Costing Plans, along with the specifications, shall attempt to highlight areas of known changes in the existing conditions. These areas may or may not include all actual areas where existing conditions differ from those that currently exist in the field. The Contractor shall be responsible to verify all existing conditions. No claims will be considered due to decisions/assumptions made by the Contractor based on "existing conditions" reflected in the Costing Plans.

## C. Project Scope

The Contractor will provide the design, permitting, utility relocation and utility coordination, construction, warranty phase service, and any other related services necessary to build the Project. A Special Encroachment Permit will be required from the Georgia Department of Transportation.

The Project consists of the design and construction of a pedestrian bridge over Northside Drive to provide pedestrians safe and unimpeded access to the Falcons Stadium. The Project also includes the design of the ramps, retaining walls, lighting, storm drainage, landscaping and other features associated with the bridge and its construction.

The west end of the pedestrian pathway will begin near the intersection of Rhodes Street NW and Postell Street NW with ramps leading to the pedestrian bridge. The bridge will cross Northside Drive and ramps will tie the east end of the pedestrian pathway to the plaza adjacent to the Falcons Stadium. The ramps will be supported on retaining walls.

Design and construct the Project in general conformance with the Costing Plans Package, including, but not limited to, architectural elements, bridge structure configuration, retaining wall locations and types, and landscape elements.

All borrow and waste sites for the Project shall be environmentally approved prior to construction activities. All common fill or excess material disposed outside the Project Right of Way shall be placed in either a permitted solid waste facility, a permitted inert waste landfill, or in an engineered fill.

### 1. Bridge, Ramps, Retaining Walls and other Structures

Design and construct all Bridges and other structures in accordance with AASHTO LRFD Bridge Design Specifications, Seventh Edition, 2014 with 2015 Interim Revisions and AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges, 2nd Edition with 2015 Interim Revisions.

The usable width of the bridge and approach ramps will be 15 feet. The bridge will provide a minimum of 17'-6" of clearance over Northside Drive to the lowest element of the bridge structure.

Provide a positive barrier along the bridge and ramp edges to protect pedestrian traffic, and provide an architectural fence along the bridge over Northside Drive to protect traffic, in accordance with guidelines established by Georgia DOT.

Should a closed box superstructure be used, the design consultant shall provide access for maintenance inspections. Access locations shall be located so that lane closures on Northside Drive are not necessary for inspection access.

Two plan reviews will be required by the City, preliminary plan submittal and final construction plan submittal. The bridge design and plans will be subject to review and approval by both the City and the Georgia Department of Transportation. The portion of the Project located on MARTA property will be subject to review and approval of MARTA.

Locate bridge columns outside the clear zone for Northside Drive. In addition, the bridge column on the west side of Northside Drive shall be located a minimum of 25.5' off of the existing right-of-way line to allow for the potential for the roadway to be widened in the future.

The ramp slopes shall be in accordance with the Americans with Disabilities Act (ADA) requirements.

Conduct geotechnical investigations including Bridge Foundation Investigations and Wall Foundation Investigations.

2. **Field Survey**
   The design-build team should perform all field survey necessary to support the design and construction of the project.

3. **Roadway / Civil / Site**
   Two plan reviews will be required by the City, preliminary plan submittal and final construction plan submittal. The plans will be subject to review and approval by both the City and the Georgia Department of Transportation. The portion of the Project located on MARTA property will be subject to review and approval of MARTA.

   Provide Portable Changeable Message Signs, traffic control signage and devices as necessary for temporary traffic control. Submit a traffic control plan for approval by the City and the Georgia Department of Transportation.

   Erosion Control Plans will be reviewed and approved by the Georgia Environmental Protection Division (EPD) if the Project's disturbed area is greater than one (1) acre. Contractor is responsible for permit. The City will submit the Notice of Intent (NOI) package to EPD with plans provided by the Contractor.

**4. Lighting**

Design and provide all materials, labor, and incidentals for the permanent installation of lighting to illuminate the pedestrian areas, both on and off the bridge, and to enhance the architectural elements of the bridge.

The lighting shall meet the requirements of the Guideline for Security Lighting for People, Property and Public Spaces [G-1-03]. All luminaires shall be LED and use a Light Loss Factor (LLF) of 0.8 to compute maintained luminance values. All luminaries and electrical equipment shall be vandal proof.

Aesthetic lighting shall be designed so that it does not impair vehicular or pedestrian traffic.

Do not place any non-lighting related cables or conductors in the lighting conduit, ground boxes or junction boxes.

All lighting placed on the bridge should be located to minimize the need for lane closures on Northside Drive during maintenance.

Coordinate power service for all lights with the appropriate power company.

Two plan reviews will be required by the City, Preliminary (photometric) submittal and final construction plan submittal. The lighting plans will be subject to review and approval by both the City and the Georgia Department of Transportation. The portion of the Project located on MARTA property will be subject to review and approval of MARTA. Plans shall be prepared in accordance with Chapter 14 of the GDOT Design Policy Manual.

**5. Landscaping**

Design and provide all materials, labor, and incidentals for the permanent installation of landscape material to enhance the architectural elements of the bridge and ramps. The design cost shall be included in the price bid for Design Complete. The landscape allowance shall be used to furnish, install, maintain, and warranty the landscape material per the approved landscape plans and GDOT Standard Specification Section 702.

Two plan reviews will be required by the City, preliminary submittal and final construction plan submittal. The lighting plans will be subject to review and approval by both the City and the Georgia Department of Transportation. The portion of the Project located on MARTA property will be subject to review and approval of MARTA.

**6. Utilities**

The actual utility relocation will be the responsibility of the utility owner. The City will assist in utility coordination during design. Any damage to existing utilities will be repaired at the Contractor's expense.

All known utility facilities are shown schematically on the plans, and are not necessarily accurate in location as to plan or elevation. Utilities such as service lines or unknown facilities not shown on the plans will not relieve the Contractor of their responsibility under this requirement. Following are a list of the Utility Owners as determined from Design Ticket Number 09145-260-005

<u>Gas</u>

Atlanta Gas Light Company (AGL)
G.I.S. Support Services, GIS & Data Assets-South
Mr. Martin Marek, Records Coordinator
10 Peachtree Place
Atlanta, GA 30309
Tel. No.: 404-584-4338
Note: Utility Owner was contacted and verified that there are facilities throughout.

Power
Georgia Power Company (GPC) Distribution
Mr. John Wisehart
829 Jefferson Street
Atlanta, GA 30318
Tel. No.: 404-938-0292
Note: Utility Owner was contacted and verified that there are facilities throughout.

Telecommunications
AT&T (ATT)
Mr. Jeremy Erwin, OSP Engineer
675 Peachtree Road
Atlanta, GA 30308
Tel. No.: 404-493-2616
Note: Utility Owner was contacted; however, the number has been disconnected. United Consulting designated two ATT cables at the Project Site. Mr. Jeremy Erwin has been our point of contact for previous projects in the City of Atlanta.

Comcast (CC)
Mr. Christopher Bates
1038 West Peachtree Street
Atlanta, GA 30309
Tel. No.: 404-449-0547
Note: Utility Owner responded that they did not maintain any underground facilities in the vicinity of the Project Site according to their GA811 Design Ticket Response. United Consulting did not encounter any Cable TV facilities at the Project Site.

Verizon Business (formerly MCI/Worldcom)
Note: Utility Owner did not respond to GA811 Design Ticket Request.

Zayo Fiber Solutions
Todd Swafford, Construction Manager
1175 Peachtree Street
100 Colony Square, Suite 1920
Tel. No.: 678-666-2482
Note: Utility Owner was not listed in the GA 811 Ticket Request; however, they have a proposed fiber line along the west ROW of Northside Drive crossing to the Falcons Stadium at Carter Street.

Water/Sewer
City of Atlanta, Department of Watershed Management
Mr. Steve Scarlett
651 14th Street
Atlanta, GA 30318
Tel. No.: 404-546-3264
Note: Utility Owner responded that they did not maintain any underground facilities in the vicinity of the Project Site according to their GA811 Design Ticket Response. Several water mains were designated at the Project Site. Mr. Steve Scarlett has been our point of contact for previous projects in the City of Atlanta.

**7. MARTA Parking Lot**

MARTA owns an existing parking lot on the west side of Northside Drive, east of the Vine City Station that will be impacted by the Project. During construction, the Contractor must provide an equal number parking spaces as the existing lot for use by MARTA within 100 yards of the Vine City Station.

The Contractor shall reconstruct a permanent parking lot and/or parking spaces of an equal number as the existing lot. The design plan for this is subject to the review and approval of MARTA.

Two plan reviews will be required by the City, preliminary submittal and final construction plan submittal. The plans will be subject to review and approval by both the City and the MARTA. Plans shall be prepared in accordance with Chapter 14, Parking and Terminals, of the Traffic Engineering Handbook.

Pavement design for the parking lot shall consist of:

165 LB/SY, Recycled Asph. Conc. 12.5 MM Superpave
220 LB/SY, Recycled Asph. Conc. 19 MM Superpave
6” Graded Aggregate Base

**8. Traffic Control**

Lane closures on Northside Drive shall be coordinated with and approved by the Georgia Department of Transportation.

Lane and/or road closures on Carter Street, Rhodes Street, and Postell Street shall be coordinated with and approved by the City of Atlanta Public Works Department.

Pedestrian traffic must be accommodated along Northside Drive and pedestrian access must be maintained to the MARTA Vine City Station. The Contractor may elect to provide pedestrian detour routes as needed to maintain the required access.

**D. Right of Way**

The City will acquire Right of Way and Easements required for the Project.

MARTA will require approval of final construction plans for all elements of the Project to be constructed on their property prior to approval of the required easement on their property. The Contractor shall plan accordingly to maintain the project schedule.

### E. Stakeholder Coordination

#### 1. MARTA

Several aspects of the proposed project must be coordinated with MARTA:

a. The minimum clear distance from the edge of the existing underground MARTA tunnel to the edge of deep foundation elements (piles, caissons, etc.) of the proposed pedestrian bridge and/or ramps is 5 feet.
b. The maximum load that can be placed on top of the tunnel, temporarily or permanently, is 600 pounds per square foot. If loads in excess of 600 pounds per square foot are proposed, submit plans and calculations to MARTA for review and approval. The calculations must include structural design checks of the existing tunnel for the proposed loads.
c. Crack surveys of the MARTA tunnel before and after construction are required.
d. If any pile driving is proposed, vibration monitoring of MARTA facilities will be required.
e. Any construction activities or equipment proposed above or within 10 feet either side of the MARTA tunnel must be approved by MARTA prior to beginning construction.

#### 2. Falcons Stadium

Construction activities must be coordinated with construction activities related to the Falcons Stadium project, currently underway. The Contractor is responsible for establishing regular coordination meetings and communication protocols with the Contractor for the Stadium project.

The pedestrian bridge and ramp design must also be coordinated with the site plans and schedule for the Stadium project and the closing / demolition plans and schedule for the existing Georgia Dome.

## II. PLANS

### A. General

The Costing Plans Package prepared on behalf of the City includes multiple resources. The City, in making this information available to Contractors, assumes no responsibility for its accuracy. No claim will be considered if the Contractor relies on this data in its bidding or in its construction operations and finds that it is inaccurate.

In addition, the Contractor shall be aware "existing conditions" found in the Costing Plans Package may have changed since the field survey work and associated design efforts were completed. Verify all existing conditions. No claims will be considered due to decisions/assumptions made by the Contractor based on "existing conditions" reflected in the Costing Plans Package.

# III. DESIGN

## A. General

### 1. Measuring Units

Ensure the Project is designed in **English** units of measurement.

### 2. Design Software

Design using MicroStation V8i and lnRoads. Existing Microstation V8i files from the costing plans will be made available to the Contractor, for information only.

### 3. Design Scope of Services

Prepare Plans in accordance with the Georgia Department of Transportation's requirements as to design criteria, procedures, and format as contained in this Special Provision and in accordance with, but not limited to the reference materials listed in Section III.B.1.b.

Current Department design manuals and guidelines may be found on GDOT's website.

Ensure Project designers consider all elements of the design, including but not limited to roadway geometry, drainage requirements, traffic control during construction, erosion control, structural design, utility conflicts, signing and marking, and future maintenance requirements.

### 4. Design Reviews

Prepare the design under the direct supervision of licensed design professionals. A Professional Engineer licensed to practice engineering in the State of Georgia on the design team must seal the final plans. The seal on the drawings represents certification the design meets all applicable codes and is of good engineering practice and standards. Check and certify the design.

The City will establish dates and times for cursory reviews and will comment on design work, but will not require hold points on the design, review periods, or comment responses, except as noted otherwise. If at any time the City determines the design work is not in conformance with the City's standards, details, specifications, or good engineering practice, the City reserves the right to stop work, at the Contractor's expense until a resolution of the issue(s) has occurred.

Submit construction documents (plans and specifications) shown in Table 4-1and Table 4-2 to the City for review and acceptance. Acceptance, disapprovals, or comments made by the City will be provided in writing to the Contractor within the appropriate timeframes shown in Table 4-1and Table 4-2.

No construction is to begin on any phase of the Work prior to the City authorizing the various component(s) of the plans as Released for Construction. Other items shall be submitted to the City by the Contractor, if requested. After the City has accepted the plans and has authorized them as Released for Construction, requests for any subsequent plan/design changes and necessary documentation which supports the reasoning behind the change request must be submitted to the City. The City must approve the requested change

with written notice prior to its implementation as a plan revision and subsequent construction activity. All design reviews and approvals shall run concurrent.

Facilitate monthly progress meetings at a venue and time determined convenient to the City. The general purpose of these meetings are to update the City staff on the status of design, current activities, issues, activities that the City is currently performing, and other related matters that impact scope, schedule and budget. Provide the Engineer an agenda of items one week in advance of the meeting in order the Engineer may arrange for the various City reviewer(s) to attend, if necessary. Other attendees include the Contractor, design consultant, the City's Project Engineer and Project Manager. Provide a call in number and conferencing capabilities to allow others to participate at the City's discretion. Publish meeting notes of those discussions within two weeks of their occurrence and send to all attendees and others indicated by the City. Ensure the first of these monthly meetings occur at the conclusion of the Post Award Meeting.

ABBREVIATIONS FOR TABLE 4·1

| | |
|---|---|
| AR | As Required |
| ANC | As necessary for submittal compliance with RFP package |
| FS | Full-size paper - meets GDOT Plan Presentation Guide |
| HC | Hard Copy—8 ½ x 11 unless otherwise noted |
| HS | Half-size paper - meets GDOT Plan Presentation Guide |
| MS | MicroStation File - Electronic |
| NTP | Notice to Proceed |
| PAS | Per Approved Schedule |
| PDF | Adobe PDF – One complete file and individual plan sheet files meets GDOT Electronic Plans Process |

**TABLE 4-1: REVIEWS**

| Submittal Description | Format | Quantity | Delivery Date | Review Period | Review Type | Comment |
|---|---|---|---|---|---|---|
| Basis of Design | HC, PDF | 3, 1 | NTP(1)+7 | 14 | Accepted by Engineer | The Basis of Design narrative will constitute the Contractor's ownership of or modifications to the documents provided for information only", as well as a discussion of how this information will be utilized to develop the final design. Ensure submission of any proposed changes in the design including the justification for the changes.<br><br>If the project is proposed to be designed and constructed in phases then the Basis of Design must include the plan for project phasing. Each phase of the project must include at a minimum Preliminary, Final, backcheck, and Released for Construction Plans. |
| Schedule of Values | HC,PDF | 3, 1 | NTP(1)+14 | 14 | Accepted by Engineer | |
| Critical Path Method (CPM) Schedule | HC, PDF | 3, 1 | NTP(1)+14 for Baseline | 14 | Accepted by Engineer | |

| | | | | | | |
|---|---|---|---|---|---|---|
| QC/QA Plan | HC, PDF | 3, 1 | NTP(1)+14 | 21 | Accepted by Engineer | |
| Construction Plans (Non Structural)<br>• Preliminary Plans<br>• Final Plans<br>• Backcheck | FS, HS, PDF | • 1, 6, 1<br>• 1, 6, 1<br>• 0, 1, 1 | PAS | • 30<br>• 30<br>• 7 | Accepted by Engineer | GDOT and MARTA to perform concurrent review.<br><br>Submittal shall include features/plan sheets as described in GDOT's PPG and other resources.<br><br>Include a cover letter with all phased plan submittals indicating which phase the submittals is for and whether the plans are preliminary, final, or RFC<br><br>Plan submittals that do not meet the requirements of GDOT Guidelines and Manuals will be rejected. |
| Released for Construction Plans | FS, HS, PDF | 3, 6, 1 | PAS | NA | NA | City will then issue Released for Construction authorization when the backcheck plans are accepted or notify the Contractor that Final Construction Plan comments were not adequately addressed. |

| | | | | | | |
|---|---|---|---|---|---|---|
| Notice of Intent (NOI) Package **(required only if disturbed area is greater than 1 acre)**<br>• Completed and signed NOI<br>• Progress schedule chart<br>• Final/Signed ESPCP | • HG, PDF<br>• HG, PDF<br>• HS, PDF | • 1, 1<br>• 1, 1<br>• 3, 1 | PAS | NA | EPD letter stating plans do not contain deficiencies. | The City will submit final/signed ESPCP to EPD for review prior to submittal of the NOI package to EPD. The Contractor will address any plan changes required by EPD.<br><br>For phased NOI and ESPCP, submit complete plan sets for each phase. Each phase should be independent and should not identify erosion and sediment control measures from other phases. |
| Preliminary Structures<br>• Bridge Plans<br>• Retaining Wall Layouts | FS,HS,PDF | 2, 3, 1 | PAS | 30 | Accepted by Engineer | |
| 100% Structures<br>• Bridge Plans<br>• Wall Plans | FS,HS, PDF | 2, 3, 1 | PAS | 30 or 75 | Accepted by Engineer | GDOT and MARTA to perform concurrent review.<br><br>30 day review will apply to individual bridge or wall submittals.<br><br>75 day review will apply to submittals of multiple structures. |

| | | | | | | |
|---|---|---|---|---|---|---|
| Geotechnical Reports | HC, PDF | 2, 1 | PAS | 30 | Accepted by Engineer | |
| Worksite Utility Control Supervisor Qualifications | HG, PDF | 3, 1 | PAS | 14 | Accepted by Engineer | City must accept prior to Contractor performing land disturbing activities. |
| Worksite Erosion Control Supervisor Qualifications | HC, PDF | 3, 1 | PAS | 14 | Accepted by Engineer | City must accept prior to Contractor performing land disturbance activities. |
| Worksite Traffic Control Supervisor Qualifications | HC, PDF | 3, 1 | PAS | 14 | Accepted by Engineer | City must accept prior to Contractor performing land disturbance activities. |
| Construction Traffic Control Plan | FS,HS, PDF | 3, 3, 1 | PAS | 21 | See Specification 150 | |
| Shop Drawings | FS,HS, PDF | 2, 3, 1 | PAS | 30 | Accepted by Engineer | |
| Plan Revisions (after issue of NTP) | FS, HS, PDF | 2, 3, 1 | Per occurrence | 14 | Accepted by Engineer | Contractor include clear and concise description of revision along with documentation justifying reason for proposed revision. |

All days are "Calendar Days," as defined in section 101 of the GDOT Standard Specifications.

**Transmit all submittals** to the Engineer. The Engineer will provide submittals to the applicable Reviewer and/or other applicable entities unless otherwise noted or discussed with the Contractor. **Hand-deliver submittals.** In the event concurrent submittals are required, the "receipt" date shall be the date the last recipient receives the submittal and shall be the contractual begin date for the review. Unless a different review time is specified elsewhere in the contract, a period of **thirty (30) calendar days** from receipt to release of the submittal by the City shall be allowed for the City's review. Engineer's (City's) acceptance as to completeness is required for all reviews. All Contractors' schedules shall reflect the review times contained within the specifications and contract. Engineer's receipt of submittals will mark the beginning of the review period. Provide up to date half-size sets of plans with the most current design and construction plans at any time during the Project when requested by the Engineer. Errors and omissions are the responsibility of the Contractor to correct and shall be at the Contractor's expense.

Do not submit more than 10 submittals within a twenty-one (21) calendar day period.

All submittals shall include a cover letter describing the submittal, review period and the due date for any City response.

All submittals shall include the Contractor's QC/QA certification statement (in addition to the design consultant's QC/QA certification statement for all design related submittals). **The City will reject any submittal if the QC/QA certification statement is not included.**

**Any submittal received by the Engineer after 12 PM (noon) will be considered as being received the following business day.**

5. **Field Surveys**
Verify all provided survey data and update to current Electronic Data Guidelines (lnRoads). Provide terrain and drainage cross sections, pavement elevations, and drainage structure information for this Project. Provide all survey data noted in English units. All supplemental field survey information is to be completed in accordance to the GDOT *Automated Survey Manual.*

6. **Quality Control/Quality Assurance for Design**
The City, except where noted otherwise, will have oversight responsibilities only and will not perform detailed reviews and approvals of design work. The City will not take any approval or formal review actions on design issues except as noted herein or for deviations from the intended scope of the Project.

Employ only persons duly registered in Georgia in the appropriate category in responsible charge of supervision and design of the work; and further, employ only qualified, State of Georgia registered land surveyors in responsible charge of any survey work.

Should a member of the design consultant team need to be replaced, the City must approve of the change prior to the Project letting. Failure to secure approval of the replacements prior to letting may result in the disqualification of the Contractor's bid.

Endorse all final reports, contract plans and survey data. These endorsements shall be made by a person(s) duly registered in the appropriate category by the Georgia State Board of Registration for Professional Engineers and Land Surveyors, being in the full employ of the Contractor and responsible for the work prescribed in the contract.

Authorized representatives of the City may review and inspect the Project activities and data collected at all times. All reports, drawings, studies, specifications, estimates, maps and computations prepared by or for the Contractor shall be available to authorized representatives of the City for inspection and review. The City's review comments are to be incorporated into the plans by the Contractor or as agreed. These changes shall not result in an increase in cost.

Before the start of the contracted design effort, develop and acquire the City's approval for a QC/QA Plan to ensure all design documents are prepared using good, prudent and generally accepted design and engineering practice.

Ensure the QC/QA Plan includes the following, which shall be considered minimum requirements:

a. Quality control and quality assurance procedures for design documents specify measures to be taken by the Contractor to (A) ensure appropriate quality standards are specified and included in the design documents and to control deviations from such standards, being understood and agreed no deviations from such standards be made unless they have been previously accepted by the City, and (B) for the selection of suitable materials and elements of the Work included in the Project.
b. Quality control and quality assurance procedures for preparing and checking all plans, calculations, drawings and other items submitted to ensure they are independently checked and back-checked in accordance with generally accepted engineering

practices, by experienced engineers. Identify the originator, checker and back-checker on the cover of all submittals. Ensure the Plans, reports and other documents are stamped, signed and dated by the responsible Georgia Registered Engineer where required under the contract documents, generally accepted engineering practices or by applicable laws. The Contractor will submit a certified statement to ensure all reviews have been made.

c. Procedures for coordinating work performed by different persons within the same area, in an adjacent area or in related tasks shall ensure that conflicts, omissions or misalignments do not occur between drawings or between the drawing and specifications. These procedures allow for the coordination of the review, approval, release, distribution and revision of documents involving such persons.
d. All the persons proposed to be responsible for Quality Control and Quality Assurance procedures are to be listed as follows: Discipline, Name, Qualifications, Duties, Responsibilities and Authorities.
e. Designate all key personnel performing Quality Control and Quality Assurance functions as such and will not be assigned to perform conflicting duties.

All plan related documents produced during the contract period are to be maintained by the Contractor for the duration of the Contract organized, indexed and delivered to the City (1) upon Final Acceptance of the Project or (2) even if incomplete, within seven (7) days of receipt of request from the City. These documents include, but not limited to, the following items: design criteria, reports and notes, calculations, drawings, schematics, supporting materials, statement regarding accomplishment of reviews and others.

**7. Released for Construction**

Upon the Contractor's satisfactory completion of the items listed in I.B, and upon written authorization from the City the plans are Released for Construction, stamp each plan sheet with "Released for Construction" and include the authorization date. The Released for Construction plans are the official plans used for construction of the Project.

**8. As-Built Plans**

Upon completion of the Project construction, provide a complete As-Built set of plans to the City in the following formats:

a. Two (2) CD-ROMs or DVDs containing:
    1. all electronic design files, electronic calculations, etc.
    2. .pdf of each plan sheet – one sheet per file
    3. .pdf containing the entire plan set
b. One (1) hard copy of the drainage calculations
c. Two (2) full-size set of bond prints
d. Two (2) half-size set of bond prints
e. Provide a revised estimated summary of quantities and detailed estimate in the final As-Built plans

Ensure all production and delivery of materials needed for City review. Both a member of the design team, who is a Professional Engineer, and a member who is a Registered Surveyor, licensed to practice engineering in the State of Georgia shall seal the As-Built plans.

**9. Ownership of Documents**

The Contractor agrees all reports, drawings, studies, specifications, survey notes, estimates, maps, computations, computer files and other data, prepared by or for the Project under the terms of this Agreement and delivered to the City become and remain the property of the City. The City will have the right to use this information without restriction or limitation and without compensation to the Contractor other than provided for in this agreement.

Any use of these documents by the City on any Project other than this one will be done without warranty by the Contractor/Design Consultant Team.

**10. Publication and Publicity**

Articles, papers, bulletins, reports or other materials reporting the plans, progress, analyses or results and findings of the work conducted under this Agreement shall not be presented publicly or published without prior approval in writing from the City. All releases of information, findings and recommendations shall include a disclaimer provision to be included in all published reports on the cover and title page in the following form:

"The opinions, findings and conclusions in the publication are those of the author(s) and not necessarily those of the City of Atlanta."

Any information concerning the Project, including conduct, results or data gathered or processed, released by the Contractor without prior approval from the City will constitute grounds for termination without indemnity to the Contractor. Information released by the City or by the Contractor with prior written approval is to be regarded as public information and no longer subject to the restrictions of this Agreement. Information required to be released by the City under the Georgia Open Records Act, Section 50-18-70, et seq., O.C.G.A., the restrictions and penalties mentioned set forth herein shall not apply. Any request for information directed to the Contractor, pursuant to the Georgia Open Records Act, is to be redirected to the City for further action.

**11. Patent Rights**

If patentable discoveries or inventions result from work described herein, all rights accruing from such discoveries or inventions are the sole property of the Contractor. However, the Contractor agrees to and does hereby grant to the City, an irrevocable, non-exclusive, non-transferable and royalty-free license to practice each invention in the manufacture, use and disposition according to law of any article or material and in use of any method that may be developed as a part of the work under this Agreement.

**B. Roadway / Site**

**1. Preparation of Construction Plans**

a. General Criteria: Ensure and use the most current design criteria at the time of advertisement, as determined by the City,

b. Design Specifications and Guidelines: Design for roadways and intersections shall be in accordance with the current edition of AASHTO Design Specifications; AASHTO Roadside Design Guide; and the Georgia Department of Transportation Standard Specifications for Construction of Roads and Bridges, 2013 Edition. Plan and specifications shall conform to the requirements of the Highway Capacity Manual.

Design for work to conform to AASHTO design standards for the appropriate classification and speed design.

Utilize the following references **(current at time of advertisement)** as a minimum in the development of this Project in addition to the references listed above.

1. Electronic Data Guidelines (EDG)
2. Plan Presentation Guide (PPG)
3. GDOT Design Policy Manual
4. Manual on Uniform Traffic Control Devices (MUTCD) by the U.S. Department of Transportation, Federal Highway Administration "FHWA"
5. Manual on Drainage Design for Highways by the Georgia Department of Transportation
6. AASHTO Geometric Design of Highway and Streets
7. AASHTO Roadside Design Manual
8. Municipal Separate Storm Sewer System (MS4) Permit, GAR041000
9. Guidelines for Processing Design Data in InRoads Design Guidelines
10. GDOT Construction Standards and Details
11. Pay Item Index by the GDOT State Transportation Office Engineer
12. Utility Accommodation Policy and Standards Manual
13. GDOT Signing and Marking Design Guidelines
14. GDOT Traffic Signal Design Guidelines
15. GDOT Driveway and Encroachment Manual
16. GDOT Bridge and Structural Design Manual
17. 2009 AASHTO Standard Specifications for Structural Support for Highway Signs, Luminaires and Traffic Signals Other manuals of guidance which are standard procedures of the City, (signal design, signing and markings, etc.).

The above list is not intended to be all-inclusive. Any current editions written in metric units ensure "soft converted" to U.S. Standards Units. Any rounding shall be to the dimension that shall increase safety.

c. Storm Drainage: Storm drainage within the project limits shall be designed in accordance with the GDOT Manual on Drainage Design for Highways, the City of Atlanta Stormwater Guidelines, and Georgia Stormwater Management Manual (Blue Book). Green Infrastructure is encouraged where possible to minimize the amount of post-construction runoff.

A drainage system shall be designed for the bridge and approach ramps so that concentrated flow spread width does not impede on a 10-foot wide clear walkway width. Sheet flow depth shall not exceed ¼ inch within this 10-foot wide clear walkway width. A 10-year storm event shall be used for the drainage system design.

d. Erosion and Sediment Control Sheets: No land disturbing activities until the Control of Soil Erosion and Sedimentation Plan has been accepted by the Engineer; and if disturbed area exceed 1 acres, the NOI has been successfully submitted to EPD by the City and EPD has issued a letter to the City indicating the plan "does meet" current NPDES requirements; and the required waiting period of 14 days is observed.

Prepare the Erosion Sedimentation and Pollution Control Plans (ESPCP) in accordance with current City practice, and in accordance with the requirements set forth in the NPDES General Permit No. GAR1000002 [August 2008]. NPDES General Permit Guidance may be found at: http://www.dot.state.qa.us/doingbusiness/PoliciesManuals/roads/Pages/DesignPolicies.aspx.

In addition, design the plans in accordance with the current version of Georgia Soil and Water Conservation Commission's Manual for Erosion and Sediment Control in Georgia (Green Book).

Erosion and Sediment Control Plans detail the erosion control devices to be used. These devices include, but are not limited to, sediment traps, floating silt retention barriers, check dams, silt fence (types A, B & C), bailed straw ditch checks, brush barriers and slope drains. Additional plan sheets are required for each stage of construction. Additional plan sheets are also required to illustrate phased installation of erosion measures. All required sediment and erosion control items, including but not limited to installation and maintenance, shall be paid for under CONSTRUCTION COMPLETE.

As contained within the City's standard ESPCP General Notes, remove all references to the following statement: "The Erosion Sedimentation and Pollution Control Plan (ESPCP) is provided by the City."

## C. Bridges and Structures

### 1. Design Specifications and Guidelines

a. Design bridges in accordance with the AASHTO LRFD Bridge Design Specifications, Seventh Edition, 2014.
b. Design retaining walls in accordance with the AASHTO LRFD Bridge Design Specifications, Seventh Edition, 2014
c. Use MicroStation to prepare plans.

### 2. Foundation Investigations

The Contractor shall perform LRFD bridge and wall foundation investigations for all proposed walls and bridges to be constructed on this Project. The investigation and reporting shall be prepared in accordance with the following:

a. General:

1. Perform field and laboratory testing and analysis, and prepare a report with foundation recommendations for the bridges and walls. Work is to be performed by qualified and experienced firms.
2. Perform work in accordance with AASHTO LRFD Bridge Design Specifications, Seventh Edition, 2014. Comply with all applicable Federal and State requirements.

b. Field Investigation:
   1. Drill a minimum of one boring at each bent line and at each wall. Drill additional borings as necessary. Perform the following, as applicable:
      a. Notify property owners prior to accessing their properties.
      b. Obtain locations and clearance for all utilities within the area of the borings.
      c. Provide traffic control and lane closures in accordance with the City's Specifications.
      d. Clearing and preparation of the boring site.
      e. Obtaining and transporting water to the site.
      f. Foundation drilling and sampling of soil and rock.
      g. Obtaining accurate survey elevations.
      h. Site cleanup, erosion control, and restoration.
   2. Fill portions of all drill holes with drill cuttings after completion of drilling that are not subject to excavation for construction. Top off all drill holes through pavements with cold mix asphalt (unless subject to excavation) to the same depth as the existing pavement. Remove all drill cuttings, muddy water, slurry, and other debris deposited on pavements, paved shoulders, and other travel ways immediately when the areas shall be subject to traffic after the completion of drilling. Calculate elevations to an accuracy of one tenth (0.1) of a foot.
   3. Do not provide copies of boring logs, plans, or field test reports to property owners or other parties without the permission of the City.

c. Laboratory Testing:
   1. Perform laboratory testing on samples obtained from the field in accordance with applicable methods of AASHTO or ASTM test procedures. Use a laboratory that possesses current AASHTO certification.
   2. Furnish laboratory results as part of the Final Report.

d. Final Analysis and Report:
   1. Perform a geotechnical analysis for this Project and prepare geotechnical recommendations in the form of a final report to the City for review, prior to foundation construction. Base the final report on the information collected from the field investigation, the plans, specifications, results of laboratory tests, and the analysis of all other available information. Prepare and submit the Bridge and Wall Foundation Investigation Reports in a manner that is appropriate for the AASHTO LRFD Bridge Design Specifications, Seventh Edition, 2014 methodology.
   2. Stamp and sign the final reports by a Professional Engineer registered in the State of Georgia. Provide two copies of the final report to the City.
   3. Prepare the reports in conformance with good engineering practice. Incorporate the following recommendations and additional recommendations as applicable
      a. Foundation types including factored and service design loads.
      b. Spread Footing elevations.
      c. Pile minimum and estimated tip elevations and Driving Resistance

d. Driving Analysis.
e. Drilled caisson tip elevations.
f. Foundation installations in rock.
g. Embankment construction, settlement, and slope angles.
h. Treatment of groundwater conditions.
i. Treatment of poor soil conditions.
j. Construction effects on adjacent utility structures and remedies for any potential problems.
k. Locations of Utilities for the purpose of identifying conflicts with retaining walls.
l. Bottom of wall elevations.
m. Soil parameters for the design of proposed walls.

4. In the Final Report, include (as applicable) copies of boring logs, field notes, laboratory and field test results or summaries, photographs, special provisions, details and drawings, and other related information. Correct final reports with errors and omissions, as determined by the City. Resubmit the corrected report at no additional cost to the City.
5. Acceptance of the work by the City will not relieve the Contractor of the responsibility for subsequent correction of errors or for the costs associated with work caused by negligent errors or omissions from work performed by the Contractor.

**3. Construction Plans Submittals and Reviews**

Refer to Schedule of Deliverables (Table 4-1) for the format, quantity, review type and review period for each submittal scheduled.

a. Preliminary Plans: Preliminary Bridge Layout (if required, see Part C Section 4.a.3 ) and Preliminary Wall Plans
   1. Preliminary plans must be approved by the City prior to starting final design of the bridge.
b. Final Construction Plans: Submit complete bridge plans and complete wall plans. Plans will be reviewed and approved by the City.
c. Shop Drawings.
d. Approved for Construction Drawings: Issued once the City reviews are completed and all corrections have be made and approved.
e. Submit one (1) hardcopy and one (1) electronic (.PDF) of the final design calculations along with the Final Bridge and Wall Construction Plans.

**4. Preliminary Bridge and Wall Plans**

a. Preliminary Bridge Plans
   1. The Contractor shall verify all dimensions and elevations in the field prior to preparing plans, ordering materials or building forms.
   2. Design the substructure end bents and intermediate bents with concrete columns, caps, or walls with footings. Tops of footings shall be a minimum of two feet below existing grade and possible roadway grades.
   3. Provide a minimum vertical clearance of 17'-6" over all travel lanes and shoulders unless otherwise shown in the Costing Plans. Contractor shall field

survey the existing clearance over all travel lanes and submit the survey results to the City along with the Preliminary Layout.

4. Provide a typical section which indicates the following information:
   a. The center to center spacing of girders.
   b. Overhang or distance from outside edge of slab to center of exterior girder: This distance (overhang) shall meet AASHTO requirements. Overhangs shall be a minimum width of one-half top beam flange plus 6 inches.
   c. Cross slope of the deck.
   d. Deck thickness between girders and deck thickness at the centerline of girder measured from the top surface of deck to top of the flange.
   e. Barrier location, height and width.
   f. Gutter to gutter and out-to-out dimensions.
   g. Location of the profile grade.
5. In addition to the requirements above, provide the following:
   a. A plan view of the proposed structure indicating beginning and end bridge stations, construction centerline, profile grade line, bent skew angles, joint locations, station and skew of roadways crossing under the structure, width of roadways beneath the structure, gutter to gutter width of the bridge, out to out width of the bridge, distance from gutter to outside edge of deck, taper control stations, location of point of minimum vertical clearance, and location and magnitude of the horizontal clearances from edge of travel way beneath the structure to the face of intermediate bents.
   b. Stations and elevations along the centerline of construction at the intersection of the centerline of construction and the back face paving rest and centerline of bents. Provide profile grade elevations corresponding to the above stations.
   c. An elevation view of the proposed structure indicating the span length, location of fixed and expansion joints, profile of roadways beneath structures, vertical clearance from bottom of structure to roadway beneath, proposed bent locations, and existing ground profile.
   d. All horizontal and vertical curve data for the bridge and the roadway beneath the bridge.
   e. The location and elevation of the nearest bench mark. The nearest benchmark shall be within 300 feet of the bridge.
   f. A brief description of the proposed structure indicating span lengths, beam type(s), type of end bents, and type of intermediate bents, as applicable.
   g. Any drawing and/or narrative description of the construction scheme necessary to indicate how the bridge is to be built, including traffic handling sketches and temporary barrier locations.

b. Preliminary Wall Plans

Prepare Preliminary Wall Plans in accordance with the following guidelines:

1. The wall types are as follows:
   a. MSE (Mechanically Stabilized Earth)
   b. Cast in Place concrete
   c. Alternate wall types are permissible as approved by the City.
2. An elevation view or wall envelope of the proposed wall drawn to a horizontal and vertical scale of 1:10 and indicating the following data:

a. Beginning and end wall stations.
b. Elevations on top of wall parapet, coping, or traffic barrier at the beginning and end of wall, at profile break points, and at least every 50 feet along the wall.
c. Bottom of wall (top of footing) elevation necessary to maintain minimum berm requirements.
d. Original ground profile.
e. Proposed ground profile.
f. Stations and offsets to ends of walls and locations where wall changes direction
g. Stations and elevations along top and bottom of wall

3. All walls shall have a smooth plain concrete finish. All walls shall have a graffiti proof coating.
4. Roadway cross-sections in the vicinity of the wall that will indicate the existing and final slope behind the wall.
5. Typical sections for MSE walls shall include:
   a. Limit of special backfill (1'-0" beyond end of reinforcement)
   b. Reinforcement
   c. Facing
   d. Coping, parapet or barrier
   e. Back-slope and fore-slope
   f. Leveling Pad
   g. Bridge abutment
   h. Additional select backfill behind bridge abutment
   i. Concrete ditches
6. Project Plan and Profile sheets which indicate the following:
   a. Limits of right-of-way.
   b. Superelevation data.
   c. Horizontal and vertical alignment data.
   d. Horizontal offsets to face of retaining wall.
   e. Location and type of overhead signs which may be near retaining walls.
   f. Location of roadway lighting which may be near or attached to the retaining wall.
   g. Location and size of any drainage structures which will affect the retaining walls.
7. Any construction sequence requirements that will affect the construction of the walls and which will have to be accounted for in the preparation of retaining wall plans.

**5. Final Bridge and Wall Plans**

a. Additional Bridge Design Criteria
   1. Use ASTM A 615 Grade 60 reinforcement.
   2. Use Class D Concrete with a minimum 28-day concrete strength of 4,000 psi for superstructure concrete.
   3. Provide a slab designed in accordance with AASHTO LRFD Traditional Method Article 9.7.3 proportioned to provide 2.75 inches of concrete cover over the top

mat of reinforcing and 1 inch cover to the bottom mat of reinforcement (minimum deck thickness is 8.25 inches). Empirical design (LRFD 9.7.2) will not be allowed.

4. Use Class AA Concrete, with a minimum 28-day concrete strength of 3,500 psi, for substructure caps, columns, caissons, and footings.
5. If metal deck forms are used, include 16 pounds per square foot in the non--composite design loads.
6. Design and detail 1'-0" minimum wide edge beams where the deck is to be discontinuous.
7. Place slab transverse and longitudinal reinforcing steel 2 inches from the edge of the slab and place the top mat of edge beam bars below the top mat of the deck steel. Do not use truss shaped bars in the edge beam. Extend stirrups from the edge beam into the slab.
8. Use protective platforms in accordance with Section 510 of the GDOT Specifications. Maintain a minimum of 17 foot vertical clearance over all operational travel lanes and shoulders unless otherwise shown in the costing plans.
9. Use steel H-piles (for pile end bents), pile footings (steel H piles), spread footings or drilled caissons in the foundation design and construction. Selected foundation types shall be utilized in accordance with the approved Bridge Foundation Investigation (BFI). Previously approved reports provided by the City are for informational purposes only, since they were not designed in accordance with LRFD.
    a. For spread footings – provide allowable bearing and embedment in accordance with the approved BFI.
    b. For drilled caissons – provide allowable bearing and embedment in accordance with the approved BFI.
    c. For pile foundations - provide allowable bearing and embedment in accordance with the approved BFI.
10. All columns that have less than 30'-0" horizontal clearance from the edge of roadway shall be designed for the vehicular collision forces in accordance with LRFD 3.6.5. Protection by barrier or embankment will not negate this requirement.
11. For prestressed beams, meet the following criteria:
    a. Design prestressed concrete beams with conventional strength concrete up to a maximum 28 day compressive strength of 9,000 psi.
    b. Design prestressed concrete beams with high performance concrete (HPC) for a maximum 56 day compressive strength over 9,000 psi up to 10,000 psi. The maximum design compressive strengths shall not exceed 10,000 psi.
    c. Design prestressed beams as simple spans.
    d. In calculation of prestressed girder section properties, do not utilize transformed area of bonded reinforcement.
    e. Use neoprene bearing pads at each end of the prestressed beams. Design the pads to account for transverse and longitudinal expansion and contraction.
    f. Use anchorage beds set for horizontal and vertical strand patterns of two inches center to center. Detail all straight and draped strands utilizing two inch spacing.
    g. Provide the minimum amount of reinforcing steel at beam ends as required by AASHTO LRFD specifications, Article 5.10.10.

h. Detail beam lengths to 1/16 inch increments.
i. Provide prestressed beam sheets with all the applicable details.
j. Require the use of 10 inch wide concrete diaphragms.
k. Do not include elastic gains in calculating prestress losses.

12. For steel beams, meet the following criteria:
    a. Design steel superstructure using ASTM A709, GR 50 for main members and ASTM A709, GR 36 for other members. Grade 70 high performance steel (HPS) may be used with approval from the City prior to proceeding with design. The use of unpainted "weathering steel" is not permitted.
    b. For continuous steel beams, ignore reinforcement in the slab for negative moment strength contribution. Design steel beams as non-composite in negative moment region.
    c. Provide camber diagrams for continuous steel beams. The camber ordinate includes dead load deflection due to the beam, slab, coping, railing sidewalk, and media, and includes the vertical curve ordinate. Obtain deflections due to composite loadings from an analysis of the superstructure as fully composite in the negative moment areas. Provide deflections due to the slab and coping at each step in the pour sequence, as well as a total due to the pour sequence.
    d. Maintain a constant web thickness along the length of the bridge. The use of transverse stiffeners for web depths of 72" or less is discouraged. The use of longitudinal stiffeners is not permitted.
    e. All stiffeners shall be welded to the web. Bearing stiffeners shall be tight fit at the top and bottom. Gusset plates for diaphragms shall be welded to the top and bottom flanges in addition to the web.
    f. The maximum allowed flange plate thickness is 2". With prior approval from the City, thicknesses of up to 4" may be used.
    g. Shear connectors shall be 3/4" diameter end welded studs. Shear connectors shall penetrate at least 2" above the bottom of the slab, but the top of the stud shall be 3" below the top of the deck slab. Shear studs shall not be located on tension flanges.
    h. The beam details sheets should have the symbol (CVN) indicating which components require Charpy V-notch testing, and the following note shall be placed on the plans:

       *"All components marked with (CVN) are main load carrying members subject to tensile stress and shall meet the Charpy V-notch test requirements as specified by Section 851 of the Georgia DOT Specifications.*

    i. All field splices shall be welded with full-penetration butt welds. The use of bolted spliced is discouraged. Field splices shall be located at, or near dead- load points of contraflexure. All splices shall include stiffeners adjacent to the splice point, located 12" from the splice. Studs shall be located no nearer than 12" from the splice.
    j. Diaphragms of Cross Frames shall be welded before pouring the deck for bridges with skews between 75 and 90 degrees.

k. Groove welding for gusset plate connections should be avoided because of necessary back-up plates and special welding procedures. Instead, use a bent plate for the diaphragm or cross-frame attachment.
l. All backing strips shall be made continuous for the length of a weld. Any joints in backing strips shall be full penetration butt welds.
m. No intersecting welds are permitted. Based metal in the area of intersecting welds shall be coped 4 times the thickness of the web or 2 inches.
n. Electro-slag weldments are not permitted.
o. All new structural steel shall be painted with System VII.
p. Use disc bearings at each end of the steel beams. Design the bearings to account for transverse and longitudinal expansion and contraction.
q. Detail beam lengths to 1/16 inch increments.

b. Additional Wall Design Criteria
1. MSE Walls are to be constructed in accordance with Section 627 of the GDOT Specifications.
2. Concrete Retaining Walls are to be constructed in accordance with Section 500 of the GDOT Specifications.

c. Bridge and Wall Construction Plans

The Contractor shall arrange a meeting with the City to specifically discuss how the plans will be prepared prior to beginning plan preparation on the Project.

1. Prepare construction plans with all dimensions, notes and details necessary to construct the structure. As a minimum, include the following sheets:
   a. Plan and Elevation sheets that include:
      1. Plan view of the bridge,
      2. Elevation view of the bridge,
      3. Beginning and ending stations,
      4. North arrow,
      5. Location affixed and expansion bearings,
      6. Location of the minimum vertical clearance of critical travel lanes,
   b. General Notes sheets that include:
      1. Notes for the following; Specifications, Reinforcing Steel, Chamfer, Welding, Salvage Material, and others as necessary,
      2. Bridge Design Data.
      3. A summary of Bridge Consists Of.
      4. A summary of Quantities (for information only)
      5. A list of Proposed Utilities
   c. Deck Plan sheets,
   d. Deck Cross-Section sheets,
   e. Bearing assembly sheets,
   f. Beam sheets,
   g. Miscellaneous sheets,
   h. Framing Plan and Substructure Layout sheets,
   i. End Bent/Abutment sheets,
   j. Intermediate Bent sheets,

k. As Built Foundation sheets, and
l. Bar Reinforcing Detail sheets.

Additional sheets may be necessary to show the details required for construction. Provide additional sheets at no additional cost when deemed necessary by the City.

2. Provide the following details:
   a. On deck section sheets, provide one full-width section across the structure which indicates, at least, all the horizontal dimensions necessary to construct the bridge.
   b. Show as many sections as are necessary to detail the placement of reinforcing in the deck and barrier. Also, draw deck sections indicating edge beams, back walls, diaphragms, and end walls. Cut sections radially across the structure.
   c. Detail deck plan sheets with all longitudinal and transverse dimensions necessary to construct the bridge, including edge beam width, expansion joint widths, back wall or end wall locations, location of construction and expansion joints, and any other items that are necessary to construct the structure.
   d. All views, sections and details are to be drawn to scale. Draw deck cross-sections and intermediate bent sheets "Looking Ahead". If the end bents or abutments are drawn separately, draw bent/abutment one "Looking Back", and draw the other end bent/abutment "Looking Ahead".
   e. All details on the Plans shall be clear and legible. The City will have the final say as to how a Project is to be drawn and will have the right to require additional drawings at no increase in Contract cost. Fully check the plans for completeness of content and accuracy before submittal to the City for review.
3. Maintain and protect all utilities in the area of the bridge during construction. Consider the installation of utilities in staging the construction of the bridge.

**6. Shop Drawings**

Provide shop drawings in accordance with GDOT Specifications. The Contractor's engineer shall review and stamp approved all shop drawings as the Engineer of Record. After being stamped by the Contractor's design engineer, the City will review the shop drawings for conformance with the plans and specifications. Allow the City a **30 day review period** upon receipt of the shop drawings for each submittal. Within 30 days of receiving City approval of the plans, submit "stamped" Project plans to utilities.

**7. Construction Engineering Activities**

During the construction phase, ensure the structural design consultant reviews and approves all structural drawings and calculations including, but not limited to redesigns, shoring, erection drawings, falsework, and survey/geometry control. Ensure submittals requiring the City's review include documentation of the structural design consultant's review and approval.

**D. Architectural Elements**

**1. Architectural Cladding**

The bridge and ramp sections shall be cladded with a custom fabricated standoff structure and metal panels as demonstrated in the plans. Options for the metal panels include:

a. Product: Custom Aluminum Decorative Metal Panels
   Manufacturer: Arktura
b. Product: ALPOLIC Composite Metal Panels
   Manufacturer: Mitsubishi Plastics Composites America, Inc.
c. Approved Equal

Options for the custom fabricated standoff structure include:

a. Product: Custom Steel Standoff Structure
   Manufacturer: Arktura
b. Approved Equal

**2. Handrail**

A handrail shall be provided along both sides of the bridge and ramps as shown on the plans and required for pedestrian safety and ADA requirements. Options for the handrail include:

a. Product: ENCIA Stainless Steel Systems
   Manufacturer: Efficient-Tec International, LLC
b. Approved Equal

**E. Lighting**

The lighting shall meet the requirements of the Guideline for Security Lighting for People, Property and Public Spaces [G-1-03]. All luminaires shall be LED and use a Light Loss Factor (LLF) of 0.8 to compute maintained luminance values. Options for the overhead safety lighting along the covered potion of the bridge include:

a. Product: 4441P
   Manufacturer: BEGA
b. Approved Equal

Options for the overhead safety site shall be consistent with the lighting being used for the new Falcons Stadium site. Contractor shall submit proposed lighting to the Engineer for review and approval.

Options for the flex LED light along the bottom of the bridge include:

a. Product: VarioLED Flex PHOBOS IP67
   Manufacturer: LED Linear
b. Approved Equal

**F. Landscaping**

The Project includes a landscape allowance. The Contractor shall have a landscape plan prepared by a design consultant who is a Landscape Architect licensed in the state of Georgia. The cost for the landscape plan and obtaining the necessary approvals shall be included in the bid price for Design Complete. The landscape allowance shall be used to furnish, install, maintain, and warranty the landscape material per the approved landscape plans and GDOT Standard Specification Section 702.

## G. Utilities

### 1. Coordination Responsibilities

The Contractor shall have the responsibility of coordinating the Project construction with all utilities that may be affected. Coordinating responsibilities shall include but not be limited to the following:

a. The Contractor shall initiate early coordination with all Utility Owners located within the Project limits.
b. The Contractor shall be responsible for the cost of Utility Coordination. Coordination shall include, but shall not be limited to, contacting each Utility Owner to advise of the proposed Project; supplemental verification of the locations of existing utility facilities; and determining requirements for the relocation or adjustment of facilities.
c. The Contractor shall endeavor to design the Project to avoid conflicts with utilities when feasible, and minimize impacts where conflicts cannot be avoided. The Contractor shall submit to the City a SUE Utility Impact Analysis (UIA) in the City's prescribed format as specified in TABLE 4-2: REVIEWS.

ABBREVIATIONS FOR TABLE 4-2

| | |
|---|---|
| AR | As Required |
| FS | Full-size paper - meets GDOT Plan Presentation Guide |
| HC | Hard Copy – 8 *Y*, x 11 unless otherwise noted |
| HS | Half-size paper - meets GDOT Plan Presentation Guide |
| MS | MicroStation File - Electronic |
| NTP | Notice to Proceed |
| PAS | Per Approved Schedule |
| PDF | Adobe PDF – One complete file and individual plan sheet files meets GDOT Electronic Plans Process |

TABLE 4-2: REVIEWS

| Utility Submittal Description | Format | Quantity | Delivery Date• | Review Period* | Review Type | Comment |
|---|---|---|---|---|---|---|
| SUE Utility Impact Analysis<br>.<br>"UIA"<br><br>• Certified PDF of conflict matrix<br>• PDF showing the conflict locations on the utility plans | AR, PDF | 1 | NTP + 45 Calendar Days | NA | Submitted to the Engineer for information | Only certify SUE work actually completed |

*All days are "Calendar Days.", as defined in section 101, GDOT Standard Specifications

All Submittals shall be made directly to the Engineer. The Engineer shall provide submittals to the applicable Reviewer and/or other applicable entities as directed by the Engineer, unless otherwise noted or discussed with the Contractor. As accepted by the Engineer the Contractor may provide submittals to applicable offices for a concurrent review. Hand-deliver submittals, track and regularly update the Engineer on review status. In the event concurrent submittals are required, the "receipt" date shall be the date the last recipient receives the submittal and shall be the contractual begin date for the review. Unless a different review time is specified elsewhere in the contract, a period of thirty (30) calendar days from receipt to release of the submittal by the City shall be allowed for the City's review. Engineer's (City's) acceptance as to completeness is required for all reviews. All Contractors' schedules shall reflect the review times contained within the specifications and contract. Engineer's receipt of submittals will mark the beginning of the review period. All submittals by the Contractor shall be required to contain a statement certifying that no unapproved design-exceptions have been incorporated in the submittal. Errors and omissions are the responsibility of the Contractor to correct and shall be at the Contractor's expense.

Any submittal received by the Engineer after 12 PM (noon) shall be considered as being received the following business day.

Monthly utility coordination meetings will be held at a location as determined by the Engineer. Ensure participation from all affected utility owners.

g. The Contractor shall provide Utility Owners with design plans and Preliminary Utility Plans as soon as the plans have reached a level of completeness adequate to allow them to fully understand the Project impacts. The Utility Owner will use the Contractor's design plan for preparing Utility Relocation Plans, cost estimates, and respective Utility Adjustment Schedules (UAS). If a party other than the Utility Owner prepares Utility Relocation Plans, there shall be a concurrence box on the plans where the Utility Owner signs and accepts the Utility Relocation Plans as shown.

h. The Contractor shall review the utility plans to identify that there are no conflicts with the proposed improvements, and ensure that there are no conflicts between each of the Utility Owner's relocation plans. The Contractor shall show all existing and proposed utilities on the cross sections and drainage profiles.

j.

l.

3. Notice: The names of known utility companies are included in this Scope of Work and the Contractor shall give 24-hour notice to such utility companies before commencing work adjacent to said utility facilities which may result in damage thereto. The WUCS shall further notify utility companies of any changes in the Contractor's work schedules affecting required action by the utility company to protect or adjust their facilities. T his 24-hour notice shall not satisfy or fulfill the requirements of the Contractor as stated in Chapter 9 of Title 25 of the Official Code of Georgia Annotated, known as the "Georgia Utility Facility Protection Act".

4.

## IV. CONSTRUCTION

Ensure the Project is constructed as per the Project scope and as per the accepted Released for Construction plans in accordance with the Specifications. No construction will begin on any phase of the work prior to the City providing written authorization to the Contractor to begin land disturbing activities. Deliver two (2) full size and four (4) half size sets of the Released for Construction plans to the City at least 1 (one) week prior to the Contractor performing initial land disturbing activities. Deliver all subsequent Released for Construction plans at least 24 (twenty four) hours before commencing land disturbing activities. All plans submitted to the City for use on construction shall include all applicable Standards and Details required in the Work.

Construction includes, but is not limited to, the following:

A. All clearing and grubbing and grading required in accordance with Sections 201, 202, 205, 206, 208 and 209 of GDOT standard specification.
B. All necessary grading and drainage to construct the subgrades, including the removal and replacement of unsuitable material, shoulders and incidental work to include furnishing borrow pits, waste disposal areas and hauling borrow and waste materials as required. Ensure the removal and replacement of unsuitable material.
C. All necessary base construction, milling, leveling, asphalt paving and concrete paving to construct the pavement structure.
D. Ensure storing of any equipment and materials on the Project outside of the active clear zone.

E. Errors and omissions are the responsibility of the Contractor to correct and at the expense of the Contractor.
F. Coordinate the removal and disposal of all items with the City. All remaining material shall be disposed of properly by the Contractor in accordance with all Local, State and Federal laws.
G. Preparation of As-Built Construction Plans.

## V. MEASUREMENT AND PAYMENT

The Work required under this Specification will not be measured separately for payment unless otherwise specified. Payment for the items listed below, complete and accepted, will be made at the Lump Sum price bid. Payment shall be full compensation for furnishing all materials, labor, tools, equipment, superintendence, mailing charges, removal and replacement of unsuitable material and other incidentals. It shall also be made for performing all work specified, including but not limited to, designing, detailing, producing construction plans (preliminary and final, electronic and hard copy), meeting with the City, processing the NOI and complete construction.

Provide a detailed estimate with the Release for Construction plans. Partial payments of the Lump Sum price will be made on monthly statements based on an accepted schedule of values and detailed estimate. Develop a schedule of values with sufficient breakdown for each of the following items:

- DESIGN COMPLETE
- CONSTRUCTION COMPLETE

Include in the schedule for values a rational basis for partial payments of the Lump Sum bid based on the completed portion of the item and definitive activities. Submit the schedule for values to the Engineer. No payments will be made until the schedule of values is accepted.

No payment for mobilization will be made until the City issues written authorization that plans are released for construction. Payment for mobilization shall not exceed 2.5% of the overall bid price for Construction Complete. The Contractor shall submit a detailed breakdown of mobilization in the proposed schedule of values for acceptance.

Contractor shall work with the Engineer to establish estimated earthwork and concrete quantities, as this will determine the frequency of required testing by the City.

No later than the 25th day of each month, provide the City with a certification showing the percent complete for each item of work. Include a breakdown and supporting documentation, to include the Design Consultant's monthly invoice, in sufficient detail to substantiate the percent complete certified.

Payment shall be made under:

Item 999-2010 - DESIGN COMPLETE..... ..... per Lump Sum

Item 999-2015 - CONSTRUCTION C O M P L E T E ..... per Lump Sum

# Attachment No. 4

## Cost Proposal

# COST PROPOSAL

**FROM:**

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

**FOR:**

Project Name: FC-8430, Design-Build Northside Drive Pedestrian Bridge

**ITEMS:**

| No. | DESCRIPTION | TOTAL |
|---|---|---|
| 1. | Lump Sum Amount for Pedestrian Design/Pre-Construction | |

| No. | OWNER'S ALLOWANCES | TOTAL |
|---|---|---|
| 2. | Differing Site Conditions | 200,000.00 |
| 3. | Unsuitable Soil Removal | 100,000.00 |
| 4 | City Requested Additional Site Improvements | 220,000.00 |

| | |
|---|---|
| **Proposal Total (lines 1-4)** | **$** |

**DOLLARS**
**($_____**

**_____).**

**Performance Incentive:**

**Completion 30 calendar days before Final Completion – 5% additional of Final Contract Amount.**

**Completion 15 to 30 calendar days before Final Completion – 2.5% additional of Final Contract Amount.**

# Attachment No. 5

## Form 5, Acknowledgement of Addenda

**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-8430, Design-Build Northside Drive Pedestrian Bridge:**

| | | |
|---|---|---|
| 1 | 6 | 11 |
| 2 | 7 | 12 |
| 3 | 8 | 13 |
| 4 | 9 | 14 |
| 5 | 10 | 15 |

Dated the _____day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____

Print Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____

Print Name:_____

Title:_____

_____
Notary Public (Seal)
My Commission Expires:_____

# Attachment No. 6

## Form 4.2, Certification of Bonding Ability Instructions

**Required Submittal (FORM 4.2)**

**Certification of Bonding Ability Instructions**:

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

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

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

(b) Surety has reviewed the Agreement attached to the solicitation for Project Number FC-___: _____ (“Project”) and its corresponding **Appendix for Insurance Requirements;**

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

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

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

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

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

_____

By:_____

Print Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)