CITY OF ATLANTA

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

INVITATION TO BID

PROJECT NUMBER FC-8314

DOMESTIC CV & TAXI HOLD LOT RELOCATION

MIGUEL SOUTHWELL
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION

ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP
CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT

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Mayor

CITY OF ATLANTA

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

August 10, 2015

ATTENTION INTERESTED BIDDER:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a Bid for **Project Number: FC-8314, Domestic CV & Taxi Hold Lot Relocation at Hartsfield-Jackson Atlanta International Airport**. A more detailed Scope of Services sought in this procurement is set forth in Exhibit E–Scope of Work and Technical Specifications.

A **Pre-Bid Conference** will be held on **Tuesday, August 25, 2015, at 10:00 A.M, at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337.** The purpose of the Pre-Bid Conference is to provide Proponents with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Bid Conference is strongly encouraged.

The last date to submit questions will be **Friday, August 28, 2015, no later than 5:00 P.M.** Questions may be sent to **Mr. Philippe Jefferson, Contracting Officer,** via email at pejefferson@atlantaga.gov, or facsimile at 404-589-5494. Questions will be responded to in the form of an addendum.

Your response to this Invitation to Bid ("**Bid**") must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, September 23, 2015.** Any Bid received after this time will not be considered and will be rejected and returned.

All Bids will be publicly opened and read at 2:00 P.M. on the respective due date in Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, GA 30303.

If you have any questions regarding this project, please contact **Mr. Philippe Jefferson, Contracting Officer,** at 404-865-8565, or by email at pejefferson@atlantaga.gov. Any questions regarding the procedures for purchasing a copy of the document or obtaining a copy of the plan holder's list should be directed to Jessica Boston, Administrative Assistant Senior, at 404-330-6903, or by e-mail at jaboston@atlantaga.gov.

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

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

Sincerely,

Adam L. Smith

ALS:pej

Directions to Technical Support Campus

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

From Downtown Atlanta:

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

From East Atlanta:

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

From South of Atlanta: (I-75)

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

From Southwest of Atlanta: (I-85)

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

From West of Atlanta:

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

From the Airport:

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

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

INVITATION TO BID
PROJECT NUMBER FC-8314
DOMESTIC CV & TAXI HOLD LOT RELOCATION

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PART I

INFORMATION AND INSTRUCTIONS TO BIDDERS

Part 1; Information and Instructions to Bidders

1. **Services Being Procured:** This Invitation to Bid ("**ITB**") from qualified bidders ("**Bidder" or "Bidders**") by the City of Atlanta ("**City**"), on behalf of its Department of Aviation ("**DOA**"), seeks to procure the following services ("**Services**"): **Domestic CV & Taxi Hold Lot Relocation** ("**Project**"). A more detailed Scope of Services sought in this procurement is set forth in Exhibit E, Scope of Work and Technical Specifications, attached to the Services Agreement ("**Services Agreement**"); **Contract No. FC-8314; Domestic CV & Taxi Hold Lot Relocation**, included at Part 2 of this ITB. [1]

2. **Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta's Code of Ordinances, including its Procurement and Real Estate Code, and the particular method of source selection for the Services sought in this ITB is Code Section 2-1188; Competitive sealed bidding. By submitting a Bid concerning this procurement, a Bidder acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, City's Code of Ordinances and Charter, which laws are incorporated into this ITB by reference.

3. **Minimum Qualifications:**

   3.1. A Joint Venture is required.

   3.2. Either all members of the Joint Venture or the Joint Venture as an entity must be qualified and licensed to operate in the business of General Contracting and submit a valid Georgia General Contractor's License with its bid.

   3.3. Each Bidder participating in this procurement must have a valid Georgia Utility License or a Bidder may utilize a Subcontractor with a valid Georgia Utility License to fulfill this requirement. If the Bidder is utilizing a Subcontractor to fulfill this requirement, that Subcontractor will be designated as an essential subcontractor per Exhibit B, Special Conditions, Section SC-09 and Exhibit C, Form "B", Essential Subcontractor Qualification Statement must be completed. A copy of the license must be submitted with the bid and Form 9, Contractor's Georgia Utility License Certification, must be completed.

   3.4. Each Bidder must use Form "I", Experience Statement to document work experience. All Essential Sub-Contractor work experience is to be documented using Exhibit C, Form "B", Essential Subcontractor Qualification Statement.

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[1] All capitalized terms contained in the Services Agreement are incorporated into this ITB.

3.5 Each Bidder is required to utilize a pre-qualified Roadway Portland Cement Concrete (PCCP) Slip Form Paving Contractors from FC-8258, Airfield and Roadway Pavement Placement, Replacement, and Repair Contractors, to accomplish the roadway concrete paving work associated with this Project. Bidder must identify the pre-qualified Roadway PCCP Contractor that will be utilized, if awarded this project. Failure to utilize a pre-qualified Roadway PCCP Contractor will deem the Bid non-responsible.

The approved pre-qualified Roadway Portland Cement Concrete Paving Contractors are listed below:

Company Name	Point of Contact	Phone	Fax
Archer Western Construction, LLC	David B. Casey	404.495.8700	404.495.8701
GSC Atlanta, Inc.	Chuck Hucks, Jr.	770.487.2300	770.487.0005
McCarthy Improvement Company	Lawrence P. Bush	404.684.9064	404.761.4764
Pittman Construction Company	Arnie Pittman, III	770.922.8660	770.922.6972

3.6 Each Bidder participating in this procurement must currently be listed as a Pre-Qualified Contractor or Registered Subcontractor with the Georgia Department of Transportation and have and demonstrate experience in placement of new roadway concrete bridge structure on three (3) projects within the past five (5) years. Bidder must complete Form 10, Bridge PCCP Paving Qualification Statement. A Bidder may utilize a Subcontractor to fulfill this requirement. If the Bidder is utilizing a Subcontractor to fulfill this requirement, that Subcontractor will be designated as an essential subcontractor per Exhibit B, Special Conditions, Section SC-09 and Exhibit C, Form "B", Essential Subcontractor Qualification Statement must also be completed.

3.7 All Essential Sub-Contractor work experience is to be documented using Exhibit C, Form "B", Essential Subcontractor Qualification Statement. The essential activities/trades for this project are identified in Special Condition (SC)-09 and are comprised of the following:

- Hertz Parking Deck Demolition
- Masonry
- Roadway PCCP Slip Form Paving Contractor

As identified in Exhibit C, Special Conditions, Section SC-09, Exhibit C, Form "B" Essential Subcontractors Qualification Statement shall be completed to include all essential subcontractors and must be submitted with bid.

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

5. **Bid Deadline:** To be considered Responsive and Responsible, a Bidder must complete and submit all required Bid submittals in accordance with the instructions contained in this ITB or on the individual form. Accordingly, responses to this ITB must be received by City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, on **Wednesday, September 23, 2015**, no later than **2:00 p.m.** EST (as verified by the Bureau of National Standards) each Bidder must submit **one (1) Original**, marked "Original", and **five (5)** copies of its bid in **three-ring binders**. The following submittals are required to be included in each bid:

5.1. The following Forms form Part 1:

5.1.1. Form 1: Illegal Immigration Reform and Enforcement Act: This ITB is subject to the Illegal Immigration Reform and Enforcement Act ("**Act**"). Pursuant to Act, the Bidder must provide with its bid proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Affidavit, set forth in **Part 1; Form 1**; Illegal Immigration Reform and Enforcement Act Forms, must be submitted at the time of submission. Under state law, the City cannot consider any bid which does not include completed forms. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Bidders intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: https://e-verify.uscis.gov/enroll.

5.1.2. Form 2: Contractor Disclosure Form;

5.1.3. Form 3: Bid Bond;

5.1.4. Form 4: Financial Disclosure Form (N/A FOR THIS ITB);

5.1.5. Form 5: Acknowledgement of Insurance and Bonding Requirements;

5.1.6. Form 6.1: Certification of Insurance Ability;

5.1.7. Form 6.2: Certification of Bonding Ability;

5.1.8. Form 7: Acknowledgement of Addenda;

5.1.9. Form 8: Bidder Contact Directory;

5.1.10. Form 9: Georgia Contractor Utility License;

5.1.11. Form 10: Bridge PCCP Placement Qualification Statement;

5.1.12. Joint Venture Agreement;

5.1.13. Georgia Contractor's License; and

5.1.14. Contractor's Georgia Utility License.

5.2. The following forms from Exhibit "C", Quantities, Pricing and Data:

5.2.1. Form A-1. Schedule of Unit and Lump Sum Prices;

5.2.2. Form B. Essential Subcontractor Qualification Statement;

5.2.3. Form C. Preliminary Contract Schedule;

5.2.4. From D. Project Organization and Work Plan;

5.2.5. Form E. Safety Program;

5.2.6. Form F. Resumes of Key Personnel;

5.2.7. Form G. Summary of QC Program;

5.2.8. Form H. Work in Progress;

5.2.9. Form I. Experience Statement.

5.3. The following forms Part 2 of this ITB:

5.3.1. Exhibit "D"; OCIP Program Insurance Information Form (Pages 1 and 2); and

5.3.2. Appendix A; EBO Forms 1 through 5 (attached to Services Agreement; Part 2 of ITB).

6. **Pre-Bid Conference:** It is strongly recommended that each Bidder attend the Pre- Bid Conference which is scheduled for **Tuesday, August 25, 2015** at **10:00 A.M.**, at the H-JDP Technical Support Campus, 1255 South Loop Road, College Park, Georgia. Each Bidder is responsible to be fully informed regarding all existing and expected conditions and matters which might affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this ITB shall not relieve any Bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the Services being sought under this ITB.

7. **Bid Guarantee:**

7.1. Each Bidder must furnish a Bid Guarantee in the amount of five percent (5%) of its Bid amount. At the option of the Bidder, the Bid Guaranty may also be a certified check payable to the City of Atlanta or a Bid Bond attached to this ITB as Form 8. A surety executing a Bid Bond must meet the requirements set forth in Exhibit D; Insurance and Bonding Requirements and Exhibit A, General Conditions, GC-12 Performance and Payment Bonds attached to the Services Agreement included at Part 2 of this ITB.

7.2. Each Bidder agrees that, if it is awarded a Services Agreement (the form of which is attached to this ITB at Part 2 and must be fully executed and provided as a submittal in a Bidder's Bid), it will, in addition to the executed Services Agreement, be required to submit additional documentation (e.g. insurance/bonds, etc.) after such award pursuant to notice provided by City. If, within ten (10) days of receiving such notice, the successful Bidder fails to comply with that notice and submit additional requested documentation, City may retain the Bid Guarantee as liquidated damages and not as a penalty.

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to City's contact person, **Mr. Philippe E. Jefferson**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 589-5494 or e-mail **pejefferson@atlantaga.gov** on or before **Friday, August 28, 2015.** Questions received after the designated period will not be considered. Any response made by City will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this procurement by monitoring the City' website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Bidder may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this ITB. All communications by any

Bidder concerning this ITB must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Bids:** Each Bid submitted to City will become the property of City, without compensation to a Bidder, for City's use, in its discretion.

10. **Insurance and/or Bonding Requirements:** The Insurance and/or bonding requirements for any Services Agreement that may be awarded pursuant to this ITB are set forth in Exhibit "D"; Insurance and Bonding Requirements and Exhibit A, General Conditions, GC-12 Performance and Payment Bonds attached to the Services Agreement included at Part 2 of this ITB.

11. **Applicable City OCC Programs:** City's OCC Programs applicable to this procurement are set forth in Appendix "A"; Office of Contract Compliance Submittals, attached to the Services Agreement included at Part 2 of this ITB.

12. **Evaluation of Financial Information:** This ITB requires the provision of a Performance Bond and Payment Bond if a Services Agreement is awarded, attached as Exhibit D-1, Performance Bond and Exhibit D-2 Payment Bond. In connection with that requirement, City will review the information included in Form 6.1 & 6.2; Certification of Insurance Ability and/or Certification of Bonding Ability. A Bidder must include with that form (a) notarized letter(s) from its proposed insurer(s) and surety(ies) indicating that the financial capacity of the Bidder is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Bidder if a Services Agreement is awarded to it.

13. **Rules Applicable to Evaluation of Bids:**

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

    13.2. City reserves the right to reject any Bid in which the pricing, upon comparison with City's cost estimate(s), appears to be irregular. Where only a single responsible and responsive Bid is received, City may, in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with City and provide any supplemental information that may be required. The determination whether to enter into a Services Agreement with such sole Bidder is entirely within City's discretion.

    13.3. Each Bidder's Bid must affirmatively state within it that the prices contained in it, as well as its total Bid amount(s), are valid for a period of ninety (90) days from the date of the Bid deadline.

14. **Examination of Bid Documents:**

14.1. Each Bidder is responsible for examining with appropriate care this ITB and associated Bid Documents and all Addenda, and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Bidder, who is deemed to have included all costs for performance of the Services in its Bid.

14.2. Each Bidder shall promptly notify City in writing should it find discrepancies, errors, ambiguities or omissions in the ITB and associated Bid Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the ITB and associated Bid Documents.

14.3. City may, by addendum, modify any provision or part of this ITB or associated Bid Documents at any time prior to the Bid due date and time. The Bidder may not rely on oral clarifications/representations/instructions to the ITB or associated Bid Documents unless they are confirmed in writing by City in an issued addendum.

14.4. Each Bidder must confirm addenda have been received and acknowledge receipt by executing Form 5; Acknowledgment of Addenda attached to this ITB.

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

16. **Escrow Bid Documents:**

16.1. Within ten (10) calendar days after the CITY issues its Notice of Intent to Award a Contract, the winning Bidder shall submit one true copy of all documents used in preparation of its Bid (including subcontractors' documents, if applicable) to the CITY to be held in the CITY's secured vault located within the Department of Procurement ("escrow") for the duration of the Contract. This collection of documents shall be referred to as the "Escrow Bid Documents."

16.2. If a Bid is based on subcontracting any part of the Work, the winning Bidder shall also submit Escrow Bid Documents for each subcontractor whose total subcontract price exceeds five percent (5%) or Five Hundred Thousand ($500,000) Dollars, whichever is less, of the total Contract price proposed by the winning Bidder. Such documents must be filed in the same manner and at the same time as the winning Bidder's Escrow Bid Documents.

16.3. The winning Bidder may submit Escrow Bid Documents in its usual cost-estimating format. The requirement to submit Escrow Bid Documents is not intended to cause

the Bidder extra work during the preparation of its Bid. The Escrow Bid Documents shall be in English.

16.4. An Escrow Bid Documents Certificate ("Certificate") must accompany the Escrow Bid Documents at the time they are placed in escrow. The Certificate must be signed by an individual authorized by the Bidder to execute the bid proposal who must represent and warrant (1) that the material in the Escrow Bid Documents constitutes all the documents used in preparation of the Bid, (2) that he or she has personally examined the contents of the Escrow Bid Documents container, (3) that the documents in the container are accurate and complete, and (4) that no other Bid preparation information shall be considered in resolving disputes.

16.5. The CITY acknowledges that the Escrow Bid Documents may contain information that the winning Bidder, or its subcontractor(s), considers "trade secret," as that term is defined in O.C.G.A. § 10-1-761. Information provided to the City is subject to disclosure under the Georgia Open Records Act. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."

16.6. Additional information regarding the Escrow Bid Documents (e.g. use, examination, ownership) may be found in the General Conditions attached to and incorporated into the form of Construction Contract included herewith.

17. **Submission of Bids:**

17.1. Bids must be submitted according to the requirements of this ITB. All blank spaces must be typed or hand written in black ink. All dollar amounts must be BOTH in writing and figures. Written prices prevail over typed prices in the event of a discrepancy. All corrections to any entry must be lined out and initialed by the Bidder. Do not use correction tapes or fluids.

17.2. Bids shall be signed by hand by a principal of the Bidder with the authority to enter into a Contract with the City. Joint Ventures or partnerships must designate one joint venture/partner to represent the joint venture/partnership in submitting and executing a Bid. Each Bidder is responsible for the preparation of its Bid and for the costs of preparing and submitting them.

17.3. Bids will be opened on **Wednesday, September 23, 2015** at **2:00 P.M.** in the Department of Procurement's Bid Conference Room, Suite 1900, 55 Trinity Avenue, S. W., City Hall South, Atlanta, Georgia.

17.4. Bids must be sealed and clearly marked identifying the following information on the front of the package:

17.4.1. Bidder's Name/Company Name and Address.

17.4.2. Bidder's Georgia Contractor's License Number

17.4.3. Bidder's Federal Work Authorization User Identification Number

17.4.4. Addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement
City of Atlanta
55 Trinity Avenue, Suite 1900
City Hall South
Atlanta, Georgia 30303
RE: **PROJECT NUMBER FC-8314**

17.5. The following submittals must be completed and submitted on **Wednesday, September 23, 2015**:[2]

Item #	Required Bid Submittal Check Sheet	Check (V)
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Contractor Disclosure Form	
3.	Form 3; Bid Bond	
4.	Form 4; Financial Disclosure Form (N/A FOR THIS ITB)	
5.	Form 5; Acknowledgement of Insurance and Bonding Requirements	
6.	Form 6.1; Certification of Insurance Ability	
7.	Form 6.2; Certification of Bonding Ability	
8.	Form 7; Acknowledgement of Addenda	
9.	Form 8: Bidder Contact Directory	
10.	Form 9; Contractor's Georgia Utility License Certification	
11.	Form 10: Bridge PCCP Placement Qualification Statement	
12.	Joint Venture Agreement	
13.	Georgia Contractor's License	
14.	Georgia Utility License	
15.	Exhibit "C", Form A-1: Schedule of Unit and Lump Sum Prices	
16.	Exhibit "C", Form B: Essential Subcontractor Qualification Statement	
17.	Exhibit "C", Form C: Preliminary Contract Schedule	
18.	Exhibit "C", Form D: Project Organization and Work Plan	

[2] This table is included for Bidder's convenience and may be used to track the preparation and submittal of certain required information with its Bid.

Item #	Required Bid Submittal Check Sheet	Check (√)
19.	Exhibit "C", Form E: Safety Program	
20.	Exhibit "C", Form F: Resumes of Key Personnel	
21.	Exhibit "C", Form G: Summary of QC Program	
22.	Exhibit "C", Form H: Work in Progress	
23.	Exhibit "C", Form I: Experience Statement	
24.	Exhibit "D", OCIP Program Insurance Information Forms (Page 1 and 2)	
25.	Appendix "A": EBO Forms 1 through 5	

FORM 1

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO RESPONDENTS

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

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the respondent's submission prior to the due date.

2. The Contractor Affidavit must contain an active Federal Work Authorization Program ("**E-Verify**") User ID Number and Date of Registration.

3. Where the business structure of a Respondent is such that Respondent is required to obtain an Employer Identification Number ("**EIN**") from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (see Example 2 below).

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

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

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.

5. All Contractor Affidavits must be notarized.

6. All Contractor Affidavits must be submitted with the Respondent's response to the solicitation document.

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

FORM 1; ILLEGAL IMMIGRATION REFORM AND COMPLIANCE ACT

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

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

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

Executed on _____, ____, 20__ in _____ (city), _____ (state)

_____
Signature of Authorized Officer or Agent

_____
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___, DAY OF _____, 201_____

_____
NOTARY PUBLIC
My Commission Expires: _____

FORM 1
Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

Executed on _____, ____, 20__ in _____ (city), _____ (state)

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___, DAY OF _____, 201_____

_____

NOTARY PUBLIC
My Commission Expires: _____

FORM 1
Sub-subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(4)

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

Executed on _____, ____, 20__ in _____ (city), _____ (state)

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ___, DAY OF _____, 201_____

_____

NOTARY PUBLIC
My Commission Expires: _____

FORM 2; DISCLOSURE FORM AND QUESTIONNAIRE

FORM 2
Contractor Disclosure Form

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

"Affiliate"	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
"Contractor"	Any person or entity having a contract with the city.
"Control"	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
"Respondent"	Any individual or entity that submits a response to a solicitation. If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated. If the Respondent is an entity, then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated. **If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.**

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

A. Basic Information:

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

B. Individual/Entity Information:

Principal Office Address: _____

Telephone and Facsimile Numbers: _____

E-Mail Address: _____

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

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

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

C. Questionnaire

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

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

	YES	NO
2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct?	☐	☐
3. If "yes" to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved.	☐	☐
4. Has the Respondent been charged with a criminal offense within the last ten (10) years?	☐	☐
5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent's work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received.	☐	☐

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

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

		YES	NO
(b)	Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?	☐	☐
(c)	Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.	☐	☐

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

	YES	NO
(a) directly or indirectly, had a business relationship with the City?	☐	☐
(b) directly or indirectly, received revenues from the City?	☐	☐
(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City?	☐	☐
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?	☐	☐
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?	☐	☐
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?	☐	☐
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?	☐	☐
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?	☐	☐

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for*

award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES ☐ **NO** ☐

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the Respondent or the Respondent's family members. Please describe:

YES ☐ **NO** ☐

_____
_____
_____

D. REPRESENTATIONS

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

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

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

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

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

information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

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

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

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

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

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

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

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

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

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

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

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

(1) Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract;

(4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Contractors, subcontractors or other organizations,

individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

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

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

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

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

Declaration

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

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

For entities that are newly formed (formed within the last three years):

☐ I certify that the Respondent is newly formed and does not have sufficient information to respond to Part C of this Form.

Sign here if you are an individual:
Printed Name: _____
Signature: _____
Date: _____
Subscribed and sworn to or affirmed by _____ **(name) this** ___ **day of** _____, **20**__.

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

Sign here if you are an authorized representative of a responding entity or partnership:
Printed Name of Entity or Partnership: _____
Signature of authorized representative: _____
Title: _____
Date: _____, **20**___

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

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

FORM 3; BID BOND

FORM 3

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] _____ Dollars and Cents ($_____); or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION,** a Bid;

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

NOW THEREFORE: The conditions of this obligation are such that if the Bid be accepted, the PRINCIPAL shall within ten (10) calendar days after receipt of written notification from the CITY of the award of the Contract execute a Contract in accordance with the Bid and upon the terms, conditions and prices set forth therein, in the form and manner required by the City of Atlanta, Georgia, and execute sufficient and satisfactory Performance and Payment Bonds payable to the City of Atlanta, Georgia, each in the amount of one hundred percent (100%) of the total Contract price in form and with security satisfactory to said City of Atlanta, Georgia, then this obligation to be void; otherwise, to be and remain in full force and virtue in law; and the SURETY shall upon failure of the PRINCIPAL to comply with any or all of the foregoing requirements within the time specified above immediately pay to the City of Atlanta, Georgia, upon demand the amount hereof in good and lawful money of the United States of America, not as a penalty but as liquidated damages.

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

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

[i] _____ Dollars and Cents ($_____), being in the amount of 5% of the CONTRACT Sum; or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION**. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of 201__.

Corporate Bidder:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Bidder:
[Insert Bidder Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

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

FORM 4; FINANCIAL DISCLOSURE FORM

[*N/A FOR THIS ITB*]

FORM 4

Non-Applicable for this ITB

FORM 5; ACKNOWLEDGEMENT OF INSURANCE AND BONDING REQUIREMENTS

FORM 5

Acknowledgment of Insurance and Bonding Requirements

I, _____, on behalf of _____, Bidder, acknowledge that if selected as the successful Bidder for **FC-8314; Domestic CV & Taxi Hold Lot Relocation,** Bidder shall comply completely and promptly with all insurance and bonding requirements contained in the Services Agreement attached to this Solicitation and appendices thereto, pertaining to insurance or bonding.

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

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

Date: _____, 201__.

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____

Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____

Name:_____

Title:_____

_____
Notary Public (Seal)
My Commission Expires:

FORM 6.1; CERTIFICATION OF INSURANCE ABILITY

FORM 6.1

Certification of Insurance Ability

Instructions: Offerors must submit a completed copy of this form executed by their insurance company. Failure to submit a completed form will result in the Offeror being deemed non-responsive.

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

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

(b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8357, PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK** ("**Project**") and its **Exhibit D**; and

(c) Insurer certifies that if, as of the date written above, _____ ("**Offeror**") was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in **Exhibit D** attached to the Service Agreement.

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

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

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

_____

By:_____

Print Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

FORM 6.2; CERTIFICATION OF BONDING ABILITY

FORM 6.2

Certification of Bonding Ability

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

I, _____ [*insert an individual's name*], on behalf of _____ [*insert surety full company 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-8357, PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK** ("**Project**") and its **Exhibit D**;

(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 terms set forth in **Exhibit D** attached to the Service Agreement; and

(d) 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 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 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. If Offeror is unable to provide City with bonds that comply with the terms of Exhibit D attached to the Service Agreement 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)

FORM 7; ACKNOWLEDGEMENT OF ADDENDA

FORM 7

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-8314, DOMESTIC CV & TAXI HOLD LOT RELOCATION:**

☐ None (Check if None)

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

Dated the _____ day of _____, 20___.

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____

Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____

Name:_____

Title:_____

_____
Notary Public (Seal)
My Commission Expires:

FORM 8; BIDDER CONTACT DIRECTORY

FORM 8

Bidder Contact Directory

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

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

NAME	POSITION/TITLE	MAILING ADDRESS	PHONE NUMBER	FAX NUMBER	EMAIL ADDRESS

FORM 9; GEORGIA UTILITY CONTRACTOR'S LICENSE

FORM 9

Contractor's Georgia Utility License Certification

PROJECT NUMBER FC-8314
DOMESTIC CV & TAXI HOLD LOT RELOCATION

NOTE: **The Utility Contractor's License Number is also required on the Bid Envelope.**

Contractor's Name: _____

Georgia Utility Contractor's License Number: _____

Expiration Date of License: _____

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

Printed: _____

Date: _____

FORM 10; BRIDGE PCCP PLACEMENT QUALIFICATION STATEMENT

FORM 10

Bridge PCCP Placement Qualification Statement

Contractor/Subcontractor must provide evidence of overall capabilities to accomplish work under this classification by providing the following information:

Company Name:_____ Phone:_____

Address: _____ Facsimile:_____

_____

Contact Person:_____ Email:_____

Proposed Contractors and/or Subcontractors must be currently listed on the GDOT Directory of Prequalified Contractors and Registered Subcontractors. The Contractor performing the work must have at least five (5) years' experience fabricating these type structures and a minimum of three (3) successful bridge projects, each of which has been in service at least three (3) years. List the location, bridge size, owner, and a contact for reference for each project.

Is Contractor/Subcontractor currently listed on the GDOT Directory? **YES** ☐ **NO** ☐

# of Years' Experience	# of Bridge Projects	# of Years project in Service

1. Project Name: _____

   Location: _____

   Bridge Size: _____

   Owner: _____

   Phone Number: _____

   Contact Person:_____

Date(s) of Project: _____

Description/Summary of Services: _____

_____

_____

_____

Value/Amount of contract/subcontract: _____

2. Project Name: _____

Location: _____

Bridge Size: _____

Owner: _____

Phone Number: _____

Contact Person:_____

Date(s) of Project: _____

Description/Summary of Services: _____

_____

_____

_____

Value/Amount of contract/subcontract: _____

3. Project Name: _____

Location: _____

Bridge Size: _____

Owner: _____

Phone Number: _____

Contact Person: _____

Date(s) of Project: _____

Description/Summary of Services: _____

_____

_____

_____

Value/Amount of contract/subcontract: _____

Bridge products shall be fabricated by a fabricator who is currently on the GDOT Qualified Products List to have the personnel, organization, experience, capability, and commitment to produce products for the proposed construction. Quality control shall be in accordance with procedures outlined in the specifications.

Is Fabricator on the GDOT Qualified Products List? **YES** ☐ **NO** ☐

PART II

AGREEMENT

CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

PROJECT NUMBER FC-8314

DOMESTIC CV & TAXI HOLD LOT RELOCATION

AGREEMENT

Contractor:_____ Contract No._____

Address:_____Telephone:_____

Contact:_____Facsimile: _____

This Contract is effective as of the _____ day of_____, 2015, between CITY and the above named CONTRACTOR who hereby agree that all Work specified below shall be performed by the CONTRACTOR in accordance with all the provisions of this Contract, consisting of the following Contract Documents:

Exhibit "A" General Conditions
Exhibit "B" Special Conditions
Exhibit "C" Quantities, Pricing and Data Forms
Exhibit "D" Insurance & Bonding/Construction Safety and Health Plan
Exhibit "E" Scope of Work and Technical Specifications
Exhibit "F" Index of Drawings
Exhibit "G" Airport Security Program
Exhibit "H" Schedule Requirements
Exhibit "I" Quality Control Program
Appendix A; Office of Contract Compliance

1. WORK TO BE PERFORMED: Except as specified elsewhere in the Contract, CONTRACTOR shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; technical, professional and other services; and shall perform all operations necessary and required to satisfactorily:

   GENERAL SCOPE:

   This project will relocate and construct a new CV and Taxi Hold Lot facility (parking lot and building). A bridge and roadway will be constructed to provide access. The west portion of the Ground Transportation Center (GTC) roadway will be demolished and reconstructed. The existing Hertz parking deck and associated building will also be demolished as part of this project.

2. SCHEDULE: The Work shall be performed in accordance with the dates set forth in the Exhibit "B" Special Conditions, SC-2 clause titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK."

3. COMPENSATION: As full consideration for the satisfactory performance by CONTRACTOR of this Contract, CITY shall pay to CONTRACTOR compensation in the amount of $_____, in accordance with the prices set forth in Exhibit "C" and the payment provisions of this Contract.

4. LEGISLATIVE RESOLUTION: This Contract is authorized by resolution attached, adopted by the Council of the City of Atlanta on _____, 2015 and approved by the Mayor of the CITY on _____, 2015.

This Contract embodies the entire agreement between CITY and CONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

OWNER:

CITY OF ATLANTA

_____
MAYOR

ATTEST:

_____
MUNICIPAL CLERK

APPROVED:

_____
AVIATION GENERAL MANAGER

_____
ASSISTANT AVIATION GENERAL MANAGER

_____
CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CONTRACTOR NAME:

_____

SIGNATURE:_____

PRINT:_____

TITLE:_____

ATTEST:

_____
SECRETARY/ASST. SECRETARY

[Affix Corporate Seal]

EXHIBIT A

CONSTRUCTION GENERAL CONDITIONS

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
EXHIBIT "A" GENERAL CONDITIONS

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GC-01 DEFINITIONS

Airport means Hartsfield-Jackson Atlanta International Airport.

Award means when legislation authorizing the award of the contract has been adopted by the council and approved by the mayor, provided, however, that the contract will not become binding upon the city and the city will incur no liability under it until it has been duly executed by the contractor, returned to the city with all required submittals, including insurance and bonding, if applicable, executed by the mayor, attested to by the municipal clerk, approved by the city attorney as to form and delivered to the contractor.

Beneficial Occupancy means the stage of construction before Substantial Completion or Final Acceptance, at which the CITY does occupy the building, structure or facility, or a portion thereof, for the purpose it was constructed.

Bid Guaranty means the security furnished with a Bid to guarantee that the Bidder will enter into a contract if his/her bid is accepted by the CITY.

Bidder means any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a Bid for the work contemplated.

Bi-Lateral Change Order means a written alteration in specification, delivery point, time and rate of delivery, period of performance, price, quantity or other provisions of the Contract accomplished by mutual action of the parties to the Contract and executed by both the CITY and CONTRACTOR."

Calendar Day means every day shown on the calendar.

Change Order (*unilateral*) means a written order signed and unilaterally issued by the chief procurement officer or other authorized individual, directing the contractor to make changes that the Changes Clause of the contract authorizes without the consent of the contractor.

CITY/OWNER/SPONSOR means the CITY of Atlanta and its designated representatives, employees and successors in interest.

Construction Manager (CM) means the team retained by the CITY to assist in the management of construction projects. The CM will represent the ENGINEER.

Contract Documents means the Form of Contact, Exhibits A through I and all Attachments, Appendices and other documents referenced therein is signed by both CITY and Contractor.

CONTRACTOR means any person having a contract with the city.

Contractor's Representative means the Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the ENGINEER, and who shall supervise and direct the construction.

DOA means the CITY of Atlanta's Department of Aviation.

ENGINEER means the Aviation Assistant General Manager – Planning and Development, an employee of the CITY of Atlanta Department of Aviation, and any of his designated representatives acting in their professional capacity.
Equipment means all machinery, together with the necessary supplies for upkeep and maintenance, and also all tools and apparatus necessary for the proper construction and acceptable completion of the work.

FAA means Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator of his/her duly authorized representative.

Federal Specifications means Federal Specifications and Standards, and supplements, amendments and indices thereto which are prepared and issued by the General Services Administration of the Federal Government.

Final Acceptance means the CONTRACTOR has completed all Work included in the contract and a Final Acceptance letter has been issued by the ENGINEER indicating all requirements on the Final Acceptance Checklist are satisfied and all punchlist items are complete.

Firm means any individual, partnership, corporation, association, joint venture or other legal entity permitted by law to practice or offer professional or consultant services.

FIS means Federal Inspection Services.

H-JAIA means Hartsfield-Jackson Atlanta International Airport.

Inspector means an authorized representative of the ENGINEER assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the CONTRACTOR.

Installer means the CONTRACTOR or another entity engaged by the CONTRACTOR, either as an employee, subcontractor or specialty contractor, to perform a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the construction operations they are engaged to perform.

Invitation for Bids means all documents, whether attached or incorporated by reference, utilized for soliciting sealed Bids. No confidential or proprietary data shall be solicited in any invitation for Bids.

ISO means International Standards Organization.

Jobsite means the Hartsfield-Jackson Atlanta International Airport, Clayton County, Georgia, at which location construction activity shall be performed under this Contract.

Laboratory means official testing laboratories of the Owner or such other laboratories as may be designated by the ENGINEER.

Lump Sum Price means the full payment for performance of the work and covers all costs of whatever nature incurred by CONTRACTOR in accomplishing the Work in accordance with the provisions of the Contract.

Materials means any substance specified for use in the construction of the Contract work.

Notice to Proceed means a written notice from the CITY to the CONTRACTOR to begin the actual contract work.

OSHA means Occupational Safety and Health Administration. OSHA's mission is to prevent work-related injuries, illnesses, and deaths.

Payment Bond means a bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended for the use and protection of all Subcontractors and all persons supplying labor, materials, machinery, and equipment in the prosecution of the Work provided for in the Public Works Construction Contract.

Performance Bond means a bond with good and sufficient surety or sureties for the faithful performance of the Contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the Work is to be done.

Plans means the official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the Work to be done and which are to be considered as a part of the contract, supplementary to the specifications.

Project Manager (PM) means the designated representative in charge to coordinate, schedule, and monitor the progress of construction activities.

Project means the Hartsfield-Jackson Atlanta International Airport Project located at the jobsite for which the Work under this Contract is being performed.

Service means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.

Specifications mean a part of the Contract containing the written directions and requirements for completing the Contract Work. Standards for specifying materials or testing which are cited in the Contract specifications by reference shall have the same force and effect as if incorporated into the Contract.

Substantial Completion means the Project, or a specified portion thereof, shall be deemed Substantially Completed or having achieved Substantial Completion when (a) the Work is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Project, or a specified portion thereof, for its intended use, and (b) the Contractor has obtained on behalf of the Owner for the Project or specified portion thereof, all necessary permits and regulatory approvals necessary for the Owner to occupy and begin use or operation and (c) the Owner accepts the Project, or specified portion thereof, as being at Substantial Completion and issues a Notice of Substantial Completion.

Total Contract Price means the Contract value which is the sum of the product of all Contract Line Items extended as shown in Exhibit "C" titled "QUANTITIES, PRICING, AND DATA."

Utility System means any system at least five (5) feet underground, when installed or accessed by trenching, open cut, cut and cover, or other similar construction methods which install or access the system from the ground surface, including, but not limited to, gas distribution systems, electrical distribution systems, communication systems, water supply systems, sanitary sewerage and drainage systems, reservoirs and filtration plants, water and waste-water treatment plants, and pump stations, when the system distributes or collects a service, product, or commodity for which a fee or price is paid for said service, product, or commodity.

Work means the furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the CONTRACTOR's performance of all duties and obligations imposed by the contract, plans, and specifications.

GC-02 CONTRACTORS' OBLIGATIONS

CONTRACTOR represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this Contract.

2.1 Subject to the provisions of this Agreement, CONTRACTOR hereby undertakes to cause and obtain the:

2.1.1 Permitting, construction, and commissioning of the Work in accordance with the Construction Documents,

2.1.2 To cause Substantial Completion of the same to occur on or before the Scheduled Completion Date, as the same may be extended pursuant to the provisions of this Contract, and

2.1.3 To equip the Project in accordance with the Contract Documents. Provided that CITY shall be in compliance with its payment obligations hereunder, all costs, expenses and expenditures in connection with the permitting, construction, and commissioning of the Work, including, without limitation, the amounts owing to the, Subcontractors and Suppliers for supervision, transportation, labor, materials or Permits or other matters in connection with the Work, shall be paid by CONTRACTOR.

2.2 CONTRACTOR shall manage, direct and cause the permitting, construction, commissioning and equipping of the Work, and shall coordinate the activities of all Subcontractors and Suppliers involved therein. CONTRACTOR shall meet with Persons providing construction Work on a regular and frequent basis and as specifically provided herein in order to assure the performance of the Work in accordance with the terms of this Agreement. To the extent CONTRACTOR has, obtains, or retains rights under any Subcontract pertaining to the Work, CONTRACTOR will exercise such rights in accordance with all approval and consent provisions provided to CITY in this Contract. CONTRACTOR shall ensure that all warranties provided by the Subcontractors are consistent with the terms of this Contract.

2.3 CONTRACTOR shall provide all labor, materials, equipment and all services required to implement the scope defined by the Contract Documents, as approved by CITY.

2.4 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and other non-construction services furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors in construction and other non-construction services and perform any necessary rework or modifications including any damage to real personal property for Work performed by the CONTRACTOR, its Subcontractors and its Suppliers, under this Contract.

2.5 Independent CONTRACTOR. CONTRACTOR shall act as an independent CONTRACTOR and not as the agent of CITY in performing this Contract, maintaining complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any Subcontract awarded by CONTRACTOR shall create any contractual relationship between any Subcontractor and CITY. CONTRACTOR shall perform the Work hereunder in accordance with its own methods subject to compliance with this Contract.

GC-03 DESIGNATED REPRESENTATIVES

3.1 Designation of ENGINEER. CITY hereby designates the Assistant Aviation General Manager, Planning and Development, a full-time employee of the Department of Aviation, as ENGINEER for this Contract. The ENGINEER shall carry out the CITY's duties specified in this Contract, or necessarily to be implied from this Contract.

3.2 ENGINEER's Representative. ENGINEER may appoint a representative who shall carry out such duties and exercise such authority as may be delegated to him. Any communication given by ENGINEER's representative shall have the same effect as though it had been given by CITY; provided that any failure of ENGINEER to disapprove or reject any work shall not prejudice the authority of ENGINEER to disapprove such work or to give instructions for the recertification of defects.

3.3 ENGINEER's Discretion. Whenever, under this Contract, ENGINEER is required to exercise his discretion by giving a decision, opinion, or consent; by expressing his satisfaction or approval; or by determining values, he shall exercise such discretion reasonably, fairly, and impartially within the terms of this Contract.

3.4 CONTRACTOR's representative. Before starting work, CONTRACTOR shall designate, in writing, an authorized representative acceptable to ENGINEER to represent and act for CONTRACTOR and shall specify any and all limitations of such representative's authority. Such representative shall be present or be represented at the Jobsite at all times when Work is in progress; shall, together with other appropriate CONTRACTOR personnel, be available for meetings as required by ENGINEER; shall be empowered to receive communications in accordance with this Contract on behalf of CONTRACTOR. During periods when the Work is suspended, arrangements shall be made for an authorized representative acceptable to ENGINEER to be available for any emergency work that may be required. All communications given to the authorized representative by ENGINEER or by a designated representative, in accordance with this Contract shall be binding upon CONTRACTOR.

3.5 Notification of Changes in Representatives. Notification of changes of authorized representatives for either CITY or CONTRACTOR shall be provided in advance, in writing, to the other party.

GC-04 NOTICES

4.1 Delivery. All notices, demands, consents, approvals and requests given by either party to the other under this Contract shall be in writing and may be delivered by (i) regular mail, postage prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "ADDRESSES."

4.2 Receipt. Notices sent by mail shall be deemed to be received upon deposit in the mail, properly addressed. Notices sent by certified or registered mail shall be deemed to be received upon acknowledgement. Notices sent by facsimile shall be deemed to be received upon successful transmission to the proper facsimile number. Notices delivered by hand-delivery shall be deemed to be received upon acceptance by the respective party or its agent.

4.3 Change of Address or Facsimile Number. Either party may, at any time, change its respective address or facsimile number by sending written notice to the other party of the change by registered or certified mail, postage prepaid, to the respective addresses set forth in this clause.

GC-05 CONTRACT INTERPRETATION

All questions concerning interpretation or clarification of this Contract or applicable standards and codes, including the discovery of conflicts, discrepancies, errors or omissions, or the acceptable performance thereof by CONTRACTOR, shall be immediately submitted in writing to ENGINEER for resolution. Subject to the provisions of the Clause titled "CHANGE DOCUMENTS", all determinations, instructions, and clarifications of ENGINEER shall be final and conclusive unless determined to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times CONTRACTOR shall proceed with the Work in accordance with the determinations, instructions, and clarifications of ENGINEER. CONTRACTOR shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so.

GC-06 ORDER OF PRECEDENCE

6.1 Precedence of Contract Documents. All Contract Documents, and subsequently formally executed Addendums, Amendments or Modifications to the Contract Documents, are essential parts of this Contract and a requirement or provision contained in one is binding as though contained in all. In resolving conflicts, discrepancies, errors or omissions, including, but not limited to, interpretations pursuant to the Clause titled "CONTRACT INTERPRETATION", the following order of precedence will be used:

6.1.1 Change Order(s);

6.1.2 Legislation;

6.1.3 Agreement;

6.1.4 Exhibit A, Construction Contract General Conditions;

6.1.5 Exhibit B, Construction Contract Special Conditions;

6.1.6 Exhibit D, Insurance and Bonding/Construction Safety and Health Plan;

6.1.7 Exhibit G, Airport Security Program;

6.1.8 Exhibit H, Schedule Requirements;

6.1.9 Exhibit I, Quality Control Program;

6.1.10 Exhibit E, Technical Specifications;

6.1.11 Exhibit F, Contract Drawings;

6.1.12 CONTRACTOR Submittals.

6.2 Interpretation Not Affected. The organization of this Contract into articles, sections, paragraphs, and subparagraphs, the Table of Contents and the insertion of headings and subheadings are for convenience and reference only and shall not modify or affect the meaning, interpretation, construction, or effect of this Contract nor the rights, obligations, and liabilities of the parties.

GC-07 STANDARDS AND CODES

Wherever references are made in this Contract to standards or codes in accordance with which the Work under this Contract is to be performed, the edition or revision of the standards or codes current on the effective date of this Contract shall apply unless otherwise expressly stated. In case of conflict between any referenced standards and codes and any Contract Documents, the law and the code shall prevail over Contract Documents.

GC-08 LAWS AND REGULATIONS

8.1 Compliance with Applicable Law. CONTRACTOR must comply with all applicable federal, state, or local statues, laws, ordinances, codes, rules, regulations, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, permits, licenses or other governmental requirements of any kind, then in effect or which come into effect during the Work being performed, and any present or future amendments to those Governmental Requirements, which specifically relate to (i) the business of the CITY; (ii) the business of the CONTRACTOR or the CONTRACTOR's Subcontractors; (iii) the Contract and the Contract Documents; (iv) the performance of the Work under this Contract by the CONTRACTOR and its Subcontractors; (v) the Airport; (vi) the Transportation Security Administration (TSA) and Federal Aviation administration (FAA) security requirements; or (vii) any other matters relating to this Contract.

8.2 Applicable Law. This Contract shall be governed by and interpreted under the laws of the State of Georgia. The parties fix venue and jurisdiction for any actions brought in connection with this Contract in Fulton County, Georgia.

8.3 Jurisdiction and Venue. The parties submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such courts.

8.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of "Dispute Resolution", due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "Confidential Information", which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party will be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

8.5 Notice of Inconsistencies. If CONTRACTOR discovers any discrepancy or inconsistency between this Contract and any law, ordinance, statute, rule, regulation, order or decree, CONTRACTOR shall report the same immediately, in writing, to ENGINEER.

8.6 Utility Contractor Licensing Requirements. CONTRACTOR shall comply with the requirements of O.C.G.A. § 43-14-8.2 (b) which states:

8.7 Sec.2-1295 – Copyrights and Rights in Data. Under this article, if a contract is being funded by the city, the contract shall include a provision giving the CONTRACTOR notice that the city shall have the right to any plans, drawings, specifications, computer programs, technical reports, operating manuals and similar work products developed and paid for under the contract.

8.8 Confidential Information.

8.8.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, CONTRACTOR will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other 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.

8.8.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party 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, each Party must provide the other 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. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section will be applicable to information that one Party deems to be Confidential Information but the other Party does not.

8.9 Work Product.

8.9.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar Work or other documents, all deliverables and other Work Product prepared or authored by CONTRACTOR or any of its Subcontractors exclusively for City under this Contract and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") will be and remain the sole and exclusive property of City. Any of CONTRACTOR's or its Subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) will be deemed to be "works made for hire" and made in the course of Work rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product will belong exclusively to City. CONTRACTOR and its Subcontractors grant City a non-exclusive, perpetual, worldwide, fully paid up, royalty free license to all Work Product not exclusively developed for City under this Agreement.

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

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

8.9.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by CONTRACTOR or its Subcontractor(s) may not originally vest in City by operation of Applicable Law, CONTRACTOR and its Subcontractors must, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

8.9.5 Without any additional cost to City, CONTRACTOR and its Subcontractors must promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work

Product. CONTRACTOR and its Subcontractors irrevocably designate City as agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in CONTRACTOR's or its Subcontractor's name, with the same force and effect as if performed by CONTRACTOR or its Subcontractor.

8.10 Sec.2-1213. Prohibition against contracting with predatory or high cost lenders.

8.10.1 The CITY, and those authorized to act on its behalf, shall not enter into any contract with any person or business entity that is a predatory or a high cost lender, or an affiliate thereof, as defined in Code Section 58-102.

8.10.2 Every CITY contract and purchase order shall contain a provision requiring that the person or business entity with which the CITY is contracting certify, under penalty of perjury, that neither the person, or business entity, nor any of its affiliates is a high cost lender or a predatory lender, as provided by Code Section 58-102. All contractors shall identify a person having authority to sign for the CONTRACTOR who shall certify, in writing, as follows:

> I certify, under penalty of perjury, that this offer is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the CONTRACTOR an affiliate of a high cost lender or a predatory lender, as defined by City of Atlanta Code Section 58-102. I further certify that I am an agent duly authorized to sign this certification on behalf of the contracting party.

8.10.3 Any person or business entity that provides a false affidavit shall be subject to any or all of the following penalties:

8.10.3.1 Withholding of ten percent (10%) of all future payments under the involved contract until it is determined that the person, or business entity, is in compliance with this section.

8.10.3.2 Withholding of all future payments under the involved contract until it is determined that the person, or business entity, is in compliance with this section.

8.10.3.3 Cancellation of the involved contract.

8.10.4 Nothing in this section shall affect the validity of any contract entered into in connection with any debt obligations issued by or on behalf of the CITY, regardless of whether the contract was awarded in compliance with this Clause.

8.11 Sec.2-1200. Equal employment opportunity Clause

8.11.1 During the performance of this agreement, said CONTRACTOR agrees as follows:
8.11.1.1 The CONTRACTOR shall not discriminate against any employee, or applicant for employment, because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the

words "shall not discriminate" shall mean and include without limitation the following:

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

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

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

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

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

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

8.11.6 The CONTRACTOR and its Subcontractors, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall

contain information as to employment practices, policies, programs and statistics of the CONTRACTOR and its Subcontractors.

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

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

8.11.8.1 Withholding from the CONTRACTOR in violation all future payments under the involved contract until it is determined that the CONTRACTOR or Subcontractor is in compliance with the provisions of the contract;

8.11.8.2 Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the CONTRACTOR or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

8.11.8.3 Cancellation of the public contract;

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

8.12 Ethics: Gratuities and Kickbacks.

8.12.1 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 therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

8.12.2 Rights and Remedies. The rights and remedies of CITY provided in this Clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.12.3 Contingent Fees. The CONTRACTOR warrants that it has not employed nor retained any company or person, other than a bona fide employee working for the vendor or CONTRACTOR or firm, to solicit or secure the Contract; and that the vendor or CONTRACTOR or firm has not paid or agreed to pay any person, company, association, corporation, individual, or firm, other than a bona fide employee working for the vendor or CONTRACTOR or firms, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of the Contract. For the breach or violation of the above warranty, and upon a finding after notice and hearing, CITY shall have the right to terminate the Contract, and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8.12.4 Fraud and misrepresentation. Any written or oral information provided by [insert as appropriate "Contractor" or Service Provider"], directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. [Contractor] agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. [Contractor] further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. [Contractor] agrees to place signage provided by the City regarding the Integrity Line at the location to which [Contractor's] employees report to perform the services required by this Agreement. [Contractor] acknowledges and agrees that a finding of fraud or other impropriety on the part of the [Contractor] or any of its [subcontractors] may result in suspension or debarment of the [Contractor]; and the City may pursue any other actions or remedies that the City may deem appropriate. [Contractor] agrees to include this clause in its [subcontracts] and take appropriate measures to ensure compliance with this provision.

8.13 **Sec. 2-1109 Compliance with Federal Requirements.** When the procurement or real estate transaction involves the expenditure of federal assistance or contract funds, the procurement or real estate transaction shall be conducted in accordance with any applicable mandatory federal law and authorized regulations which are not reflected in this article. Notwithstanding, where federal assistance or contract funds are used in a procurement or real estate transaction, requirements that are more restrictive than federal requirements shall be followed.

8.14 **Sec. 2-1273 Wage Requirements for Construction Contracts.** Unless otherwise required or if federally assisted, when a construction project exceeds the sum of $10,000.00, the prevailing wages paid shall correspond as nearly as practicable to the prevailing wages

required in the federal Davis Bacon Act. Such scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of work.

8.15 **Sec. 2-1291 Responsibilities and Rights of Parties to Contract**. CONTRACTOR acknowledges that this contract and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, CONTRACTOR is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of CONTRACTOR's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the CONTRACTOR may be precluded from recovering payment for such unauthorized goods or services. Accordingly, CONTRACTOR agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if the CONTRACTOR provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by CONTRACTOR. CONTRACTOR assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives 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.

GC-9 PERMITS

Responsibility of Permits. Except as otherwise specified, CONTRACTOR shall procure and pay for all permits, licenses, certifications, and other applicable governing authority requirements and inspections, other than inspections performed by the CITY, and shall furnish any documentations, bonds, security or deposits required to permit performance of the Work.

GC-10 TAXES

CONTRACTOR shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Contract and shall make any and all payroll deductions and withholdings required by law, and hereby indemnifies and holds harmless the CITY, from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

GC-11 TITLE AND RISK OF LOSS

11.1 Title to Goods. Where Contractor fabricates or purchases equipment, materials or other tangible items (Goods) for incorporation into the Work or any of its separate parts, the title of such Goods shall be vested in CITY when the first of the following events occurs:

11.1.1 The Goods or part thereof is first identifiable as being appropriated to this Contract,

11.1.2 When CITY pays for the Goods or part thereof in accordance with this Contract, or

11.1.3 When the Goods or part thereof are dispatched to or from Contractor's fabrication yard or to the Jobsite.

11.2 CITY's Right to Reject Goods/Materials. However such transfer of title in the Goods will be without prejudice to CITY's right to reject the Goods/Materials in case of non-conformity with the requirements of this Contract. Irrespective of transfer of title in the Goods/Materials, CONTRACTOR shall remain responsible for risk of loss or damage to work in progress and all Goods until Final Acceptance. CONTRACTOR shall ensure that the above provisions are imposed upon its suppliers and Subcontractors and shall execute all documents and take all steps necessary to vest title in accordance with this Clause.

11.3 Title to Bulk Goods. Title to standard Goods of the type usually bought in bulk such as reinforcement bars, piping materials, non-tagged instruments and instrument installation material, cable and similar items which are not incorporated into the Work shall revert to CONTRACTOR upon agreement by the CITY that such Goods are not required for the Work.

GC-12 PERFORMANCE AND PAYMENT BONDS

12.1 Bonding Requirements. CONTRACTOR, at its sole expense, shall maintain in effect at all times during the performance of the Work Performance and Payment Bonds each in an amount with limits not less than those set forth in this article. All Bonds shall be issued in a form and by a Surety acceptable to the CITY and contain the Surety's waiver of notice of all contract changes, including, but not limited to, increase or decrease in scope, value, and schedule acceleration or deceleration. Upon satisfactory completion of all Contract obligations, CITY shall return such securities to Contractor.

12.1.1 CONTRACTOR shall, at the time of execution of this Contract, furnish CITY a Performance Bond and a Payment Bond for the Work under this Contract, each in an amount equal to one hundred percent (100%) of the Contract value. The person executing the Bonds on behalf of the Surety shall file with the Bonds a general power of attorney as to amount and type of the Bonds covered by such power of attorney, and certified by an official of said Surety.

12.2 Corporate Surety. Bonds shall be executed by a corporate Surety (insurance company), which is satisfactory to CITY and meets the following minimum financial security requirements:

12.2.1 Have a current Best's rating of not less than A-, and current, and;

12.2.2 Have a Best's financial size category of not less than Class IX, and;

12.2.3 Be authorized by the Georgia Insurance Commissioner pursuant to a valid and current Certificate of Authority to conduct and transact Surety business in the State of Georgia, and;

12.2.4 Be a U.S. Treasury Circular 570 listed company.

The Bonds shall be submitted and will be dated by the CITY upon execution of the Contract. The Surety shall appoint an agent for service in Atlanta, Georgia upon whom all notices shall be served. The person executing the Bonds on behalf of the Surety shall file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds shall be on forms provided by CITY, and subject to increase for any alterations, extension of the time allows for performance, extra or additional work and any other changes authorized under this Contract.

12.3 Amendment to Bonds. In the event the Contract Price is increased, CONTRACTOR shall deliver to CITY an amendment or Rider to the Payment and Performance Bonds increasing the final amounts of the Bonds to the new Contract Price, or new Bonds shall be furnished in the final amount of the new Contract Price. These Bonds shall remain in effect through the period of performance, including the period of warranty, and as required under Georgia law for Bonds on Public construction contracts.

12.4 Related Obligations.

12.4.1 No limitations. The requirements contained herein as to forms and limits, as well as CITY's approval of Bond coverage to be maintained by CONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by CONTRACTOR under this Contract.

12.4.2 Use of Facilities. CONTRACTOR agrees that it will not use the facilities for any purpose which might void any Bond covering the Work or render any loss under any Bond uncollectible.

GC-13 LABOR, PERSONNEL, AND WORK RULES

13.1 Qualifications and Procedures. CONTRACTOR shall employ only competent and skilled personnel to perform the Work and shall remove from the Jobsite any CONTRACTOR personnel determined to be unfit or to be acting in violation of any provision of this Contract. CONTRACTOR is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Jobsite procedures, regulations, work rules and work hours established by ENGINEER.

13.2 Professional Standards.
The Work will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing work similar to the Work.

13.3 Discretion to Deny Access. ENGINEER may at his sole discretion deny access to the Jobsite to any individual by written notice to CONTRACTOR. In the event an employee is excluded from the Jobsite, CONTRACTOR shall promptly replace such individual with another who is fully competent and skilled to perform the Work.

13.4 Demands for Collective Bargaining. CONTRACTOR shall give ENGINEER prompt notice in writing of every demand for collective bargaining made upon CONTRACTOR or any of its

subcontractors by any labor organization and of any labor dispute, which may reasonably be expected to affect performance of the Work under this Contract.

13.5 Jurisdictional Disputes. Unless other methods are established by ENGINEER, the rules, regulations, and procedures of the Plan for Settlement of Jurisdictional Disputes in the Construction Industry, or any successor agreement thereto, shall be used to determine work assignments and to resolve jurisdictional disputes on work covered by this Contract.

13.6 Wage Requirements for Construction Contracts. Unless otherwise required or if federally assisted, when a construction project exceeds the sum of Ten Thousand Dollars ($10,000.00), the prevailing wages paid shall correspond as nearly as practicable to the prevailing wages required in the federal Davis Bacon Act. Such scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of work.

GC-14 ASSIGNMENTS AND SUBCONTRACTS

14.1 Consent of CITY Required. Any assignment of this Contract or rights hereunder, in whole or part, without the prior written consent of CITY shall be void, except that upon ten (10) calendar days written notice to CITY. CONTRACTOR may assign monies due, or to become due, under this Contract. Any assignment of monies shall be subject to proper set-offs in favor of CITY and to any deductions provided for in this Contract.

14.2 Pass Down of Contract Requirements. Purchase orders and subcontractors must include provisions to secure all rights and remedies of CITY provided under this Contract, and must impose upon the Subcontractor all of the duties and obligations required to fulfill this Contract with respect to their activities.

14.3 Subcontractors. If Consultant subcontracts any of the Services, Consultant shall: (i) be responsible for the performance of Services by the Subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any Subcontractors.

14.4 Required Provisions. Purchase orders and Subcontractors must include provisions to secure all rights and remedies of CITY provided under this Contract, and must impose upon the Subcontractor all of the duties and obligations required to fulfill this Contract with respect to their activities.

14.5 Copies of Purchase Orders and Subcontracts. Copies of all purchase orders and Subcontracts are to be provided to ENGINEER upon request.

14.6 No Relief of Responsibilities. No assignment or subcontract will be approved which would relieve CONTRACTOR or its sureties, if any, of their responsibilities under this Contract. CITY may require revised or modified bonds or insurance and the execution of assumption agreements as conditions for approval.

14.7 Further Acts. CITY and CONTRACTOR each agrees to perform any additional acts, execute, and deliver any additional documents as may reasonably be necessary in order to carry out the provisions and effectuate the intent of this Contract.

GC-15 COMMERCIAL ACTIVITIES

Neither CONTRACTOR nor its employees shall establish any commercial activity or issue concessions or permits of any kind to third parties for establishing commercial activities on the Jobsite or any other lands owned or controlled by CITY.

GC-16 PUBLICITY AND ADVERTISING

CONTRACTOR shall not make any announcement, release any photographs, or release any information concerning this Contract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from ENGINEER. CONTRACTOR may not erect any signs without the written approval of the ENGINEER, other than those required by this Contract.

GC-17 ENVIRONMENTAL REQUIREMENTS

17.1 Environmental Plan and Controls. Throughout performance of the Work, CONTRACTOR shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread of contaminated or hazardous materials. CONTRACTOR shall:

17.1.1 Provide dust control of its operations within work and all other areas under its control and shall coordinate and cooperate with others for dust control in common areas;

17.1.2 Provide working machinery and equipment with efficient noise suppression devices and all other noise and vibration abatement measures necessary for the protection of workers and the public;

17.1.3 Provide suitable waste, sewage, sanitary, and garbage disposal methods and procedures approved by ENGINEER and consistent with State and Federal regulations.

17.1.4 Provide suitable equipment, facilities, and precautions to prevent the discharge of contaminants into the atmosphere, adjoining workspaces, any body of water, or land areas;

17.1.5 Provide all documentation required by all levels of governing authority or this Contract concerning environmental requirements; and

17.1.6 Be responsible for developing and maintaining a written Environmental Compliance Plan in accordance with CONTRACTOR's established practices, including, but not limited to, compliance with all applicable laws and all applicable requirements in the Project Environmental Control Plan. CONTRACTOR shall have sole responsibility for developing, implementing, and enforcing its Environmental Compliance Plan and CONTRACTOR's obligations under the Clause titled "INDEMNITY' apply to any liability arising in connection with or incidental to CONTRACTOR's performance or failure to perform as provided in this clause.

17.1.7 Submit NPDES Permit for staging / batch plant as required.

17.2 Storm Water Discharge. All discharged storm water, associated with construction activities, to the waters of the State of Georgia shall be in accordance with the limitations, monitoring requirements and other conditions set forth in the provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416 as amended). The Federal Clean Water Act (33 U.S.C. 1251 et seq., as amended) and the Rules and Regulations promulgated to these acts.

17.3 Notice of Toxic/Hazardous Materials. In the event CONTRACTOR encounters on the Jobsite material reasonably believed to be toxic or hazardous material or waste, which has not been addressed in this Contract, CONTRACTOR shall immediately stop work in the affected area and notify the ENGINEER or its designated representative in writing of the condition. Pending receipt of written instructions from ENGINEER, CONTRACTOR shall not resume work in the affected area.

GC-18 HAZARDOUS SUBSTANCE AWARENESS

18.1 Hazardous Nature of the Work. The nature of the Work to be performed under this Contract may involve inherent risks. CONTRACTOR agrees that it will inform its officers, employees, agents, suppliers and Subcontractors, and any other parties which may come into contact with any hazardous substance as a result of CONTRACTOR's activities hereunder of the nature of such materials and any health or environmental risks associated with such materials.

18.2 Training Prior to Assignment. CONTRACTOR warrants that CONTRACTOR's personnel and personnel of its suppliers and Subcontractors, assigned to or regularly entering the Jobsite, have or will receive training as specified in OSHA 29 CFR 1910.120(e) in relation to this Contract prior to their assignment to field duty. Supervisory personnel will also receive, as a minimum, eight (8) hours additional specialized training in the management of hazardous waste operations. Such training shall be at CONTRACTOR's expense. CONTRACTOR personnel assigned to the Jobsite may also be required to attend specialized training classes specific to the Jobsite as presented by CITY or its designated representatives.

GC-19 HAZARDOUS SUBSTANCE REGULATIONS

CONTRACTOR shall ensure that all hazardous substances with which it deals receive safe and proper handling. CONTRACTOR confirms that it is aware of and will comply with the requirements of the All Environmental Regulations, including but limited to, Comprehensive Environmental Response, Compensation, Liability Act, 42 U.S.C. 9601-9675 (CERCLA) as amended; the Resource Conservation and Recovery Act, 42 U.S.C. 6901-6992- (RCRA) as amended; the Toxic Substances Control Act (TSCA), 15 U.S.C. 2601-2671; the Clean Water Act (CWA), 33 U.S. C. 1251-1387; Title 40 of the Code of Federal Regulations; the Department of Transportation (DOT) regulations applicable to hazardous substances, and any other federal, state, and local laws applicable to work with or near hazardous substances.

GC-20 DECONTAMINATION OF EQUIPMENT AND MATERIALS

All CONTRACTOR equipment, debris and used or surplus materials must be fully decontaminated prior to removal from designated work areas. CONTRACTOR shall submit decontamination and

contaminated material control procedures for ENGINEER review and acceptance. CONTRACTOR shall obtain ENGINEER's authorization to remove any such equipment, debris or surplus materials from the Jobsite.

GC-21 ON-SITE HANDLING AND DISPOSAL OF HAZARDOUS MATERIAL

If the Work under this Contract includes any intrusive site or structural drilling, boring, coring, or sampling, debris may be produced as a result of these efforts. This debris could include solids or liquids drawn from site wells for sampling purposes. All such debris shall be treated by the CONTRACTOR as if it were hazardous waste regulated under the Federal Resource and Conservation Recovery Act of 1976, 42 U.S.C. 6901-6992 (RCRA) as amended, or any more stringent applicable regulations, unless and until the CONTRACTOR has been able to confirm, to the satisfaction of ENGINEER and/or the appropriate regulatory agencies that the wastes are not regulated as hazardous.

GC-22 OFF-SITE TRANSPORTATION AND DISPOSAL OF HAZARDOUS MATERIAL

CONTRACTOR shall have no authority or responsibility for the off-site transportation, storage, treatment or disposal of contaminated or potentially waste materials of any kinds, which are directly or indirectly generated at the Jobsite. Such removal shall be made by the CITY. However, CONTRACTOR shall handle all materials at the Jobsite with due care, in accordance with work or Jobsite plans and the requirements of this Contract.

GC-23 SITE CONDITIONS AND NATURAL RESOURCES

23.1 Nature and Location of Work. CONTRACTOR shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including but not limited to the following:

23.1.1 Transportation, access, disposal, handling and storage of materials;

23.1.2 Availability and quality of labor, water, electric power, and road conditions;

23.1.3 Climatic conditions, tides, and seasons;

23.1.4 Physical conditions at the Jobsite and the project area as a whole;

23.1.5 Topography and ground surface conditions; and

23.1.6 Equipment and facilities needed preliminary to and during the performance of the Work.

23.2 Failure to Assess Conditions. The failure of CONTRACTOR to acquaint itself with any applicable conditions will not relieve CONTRACTOR of the responsibility for properly estimating either the difficulties, time, or cost of successfully performing CONTRACTOR's obligations under this Contract.

GC-24 DIFFERING SITE CONDITIONS

24.1 Information on Subsurface Conditions. Where CITY has made investigations of subsurface conditions in areas where work is to be performed under this Contract, such investigations are made by CITY for the purpose of study and design. If the records of such investigation are included in the Contract Documents, the interpretation of such records shall be the sole responsibility of CONTRACTOR. Neither CITY nor its agents, representatives and consultants assume any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.

24.2 Notice for Differing Site Conditions. CONTRACTOR shall immediately notify ENGINEER in writing before proceeding with any work which CONTRACTOR believes constitutes a differing site condition with respect to:

24.2.1 Subsurface or latent physical conditions at the Jobsite differing materially from those indicated in this Contract; or

24.2.2 Previously unknown physical conditions at the Jobsite, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

24.3 Determination by ENGINEER. ENGINEER shall investigate such condition and make a written determination. If ENGINEER determines that such condition does constitute a differing site condition, CONTRACTOR may then, pursuant to the Clause titled "CHANGE DOCUMENTS", submit a written Change Notice Request setting forth the impact of such differing site condition and describing any additional or modified work resulting therefrom. Failure of CONTRACTOR to give the required notice shall be grounds for rejection of the claim to the extent CITY is prejudiced by such delay.

GC-25 TITLE TO MATERIALS FOUND

The title to water, soil, rock, gravel, sand, minerals, timber, and any other materials developed or obtained in the excavation or other operations of CONTRACTOR or any of its Subcontractors, and the right to use said materials, or dispose of same, is hereby expressly reserved by CITY. CONTRACTOR may, at the sole discretion of CITY, be permitted, without charge, to use in the Work any such materials, which meet the requirements of this Contract.

GC-26 SURVEY CONTROL POINTS AND LAYOUTS

26.1 Survey Control Points. Survey control points as shown on the drawings will be established by CITY. If CONTRACTOR or any of its Subcontractors or any of their representatives or employees move or destroy or render inaccurate any survey control point, such control point shall be replaced by ENGINEER at CONTRACTOR's expense.

26.2 Work to Confirm. CONTRACTOR shall complete the layout of all work and shall be responsible for execution of the Work in accordance with the locations, lines, and grades specified or shown on the drawings, subject to such modifications as ENGINEER may require as work progresses. Cross Sections, when required to establish quantities, shall be taken at a maximum of fifty (50) foot intervals.

26.3 Replacement Survey Control Points. If CONTRACTOR, or any of its Subcontractors or any of their representatives or employees, move or destroy or render inaccurate any survey control point, such control point shall be replaced by ENGINEER at CONTRACTOR's expense.

26.4 Certification of Survey Work. No separate payment will be made for survey work performed by CONTRACTOR, but all survey work shall be under the direction of registered Land Surveyor, licensed in Georgia, who shall certify all survey results.

GC-27 COOPERATION WITH OTHERS

27.1 Cooperation between CONTRACTORS. The CITY reserves the right to Contract for and perform other, or additional, work on or near the Work covered by this Contract. When separate contracts are let within the limits of any one project, each CONTRACTOR shall conduct its work so as not to interfere with, or hinder the progress of, completion of the Work being performed by other contactors. Contractors working on the same project shall cooperate with each other as directed.

Each contractor involved shall assume all liability, financial or otherwise, in connection with its Contract and shall protect and same harmless the CITY from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced by CONTRACTOR because of the presence and operations of other contractors working within the limits of the same project.

The CONTRACTOR shall arrange its work and shall place and dispose of the materials being used so as not to interfere with the operations of the other CONTRACTORS within the limits of the same project. It shall join its work with that of the others in an acceptable manner and shall perform Work in proper sequence to that of the others.

GC-28 ILLUMINATION

When any work is performed at night, or where daylight is obscured, CONTRACTOR shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods, the access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a safe manner and meet all applicable codes and standards.

GC-29 USE OF COMPLETED PORTIONS OF WORK

29.1 Beneficial Occupancy. Whenever, as determined by Engineer, any portion of the Work performed by CONTRACTOR is suitable for use, CITY may, upon written notice, occupy and use such portion. Use shall not constitute acceptance, relieve CONTRACTOR of its responsibilities, or act as a waiver by the CITY of any terms of this Contract (see "WARRANTY").

29.2 Liability for Damage. CONTRACTOR shall not be liable for normal wear and tear or for repair of damage caused by any misuse during such occupancy or use by CITY. If such use increases the cost or time of performance of remaining portions of the Work, CONTRACTOR shall, pursuant to the Clause titled, "CHANGE DOCUMENTS", be entitled to an equitable adjustment in its compensation or schedule. Damage caused by CONTRACTOR's acts or omissions during such use shall be remedied at CONTRACTOR's expense.

29.3 Use of Unsatisfactory Work. If, as a result of CONTRACTOR's failure to comply with the provisions of this Contract, such use of completed portions of the Work proves to be unsatisfactory to CITY, the CITY shall have the right to continue such use until such portion of the Work can be taken out of service at the CITY's discretion for correction of defects, errors, omissions, or replacement; provided that the period of operations or use pending remedial action shall not exceed twelve (12) months.

29.4 Use of Permanently Installed Equipment. CONTRACTOR shall not use any permanently installed equipment unless such use is approved in writing by ENGINEER. When such use is approved, CONTRACTOR shall at its own expense properly use and maintain and, upon completion of such use, recondition such equipment as required, normal wear and tear as expected.

GC-30 USE OF CITY OR ITS DESIGNATED REPRESENTATIVES CONSTRUCTION EQUIPMENT OR FACILITIES

30.1 Owner Furnished Materials. None

30.2 When CONTRACTOR requests and ENGINEER agrees to make available for rent any equipment or facilities belonging to CITY for the performance of work, the following shall apply:

30.2.1 ENGINEER will furnish a copy of the equipment maintenance and inspection record, and these records shall be maintained by CONTRACTOR during the rental period;

30.2.2 CONTRACTOR shall assure itself of the condition of such equipment and/or materials and assume all risks and responsibilities during its use;

30.2.3 ENGINEER and CONTRACTOR shall jointly prepare an Inspection Report and inspect such equipment and/or materials before its use and upon its return, to document properly any damages as a result of CONTRACTOR's use. The cost of all necessary Improvements or replacement other than normal wear shall be at CONTRACTOR's expense; and

30.2.4 If such equipment and/or materials is furnished with an operator, the services of such operator will be performed under the complete direction and control of CONTRACTOR and such operator shall be considered CONTRACTOR's employee for all purposes other than the payment of wages, Workers' Compensation Insurance or other benefits.

30.2.5 Equipment rental rates shall be those shown in Exhibit "C" (Quantities, Pricing and Data) or, if none are shown, rates shall be negotiated based upon then current Data Quest Blue Book data."

GC-31 INSPECTION AND QUALITY ASSURANCE

31.1 Inspection and Audit. All material and equipment furnished and work performed shall be properly inspected by CONTRACTOR at its expense, and shall at all times be subject to quality surveillance and quality audit by the CITY who, upon reasonable notice, shall be afforded full and free access to the shops, factories, or other places of business of CONTRACTOR and its subcontractors for such quality surveillance or audit.

31.2 Authority and Access for Inspectors. Such quality auditors or inspectors are not authorized to change, revoke, or waive any provision of this Contract, not to issue instructions contrary to Contract requirements, nor to direct the efforts of any of CONTRACTOR's employees in any way. CONTRACTOR shall provide safe and adequate facilities, drawings, documents, and samples as requested, and shall provide assistance and cooperation including stoppage of work to perform such examination as may be necessary to determine compliance with the requirements of this Contract. Any work covered prior to any planned quality surveillance or test by the CITY shall be uncovered and replaced at the expense of CONTRACTOR if such covering interferes with or obstructs such inspection or test.

31.3 Uncovering of portions of the Work. At any time before Final Acceptance, ENGINEER may, for the purpose of inspection, direct CONTRACTOR to uncover portions of the Work which have been completed and covered up. If examination proves the completed work to be defective, corrections shall be made pursuant to the Clause titled "WARRANTY". If the Work is not defective, the impact of uncovering and restoration shall be treated as a change pursuant to the Clause titled "CHANGE DOCUMENTS".

31.4 Defective Work. If any work is determined by the CITY to be defective or not in conformance with this Contract, the provisions of the Clause titled "WARRANTY" shall apply.

31.5 Samples. CONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Any material or assembly that does not conform to the requirements of the Contract Documents shall be considered unacceptable and shall be rejected. The CONTRACTOR shall remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the ENGINEER.

No rejected material or assembly, the defects of which have been corrected by the CONTRACTOR, shall be returned to the site of the Work until such time as the ENGINEER has approved its use in the Work.

31.6 Quality Assurance. The CONTRACTOR is advised that the cost of failing tests requiring additional tests to confirm compliance will be deducted from the monies due to CONTRACTOR through the Progress Payment Process.

GC-32 MONITORING

The equipment and materials furnished and work performed under this Contract shall be subject to monitoring by ENGINEER or his representatives who shall be afforded full and free access to the ships, factories, and other places of business of CONTRACTOR and its Subcontractors for monitoring purposes. As required by ENGINEER, CONTRACTOR shall provide detailed schedules and progress reports for use in monitoring and shall cooperate with ENGINEER in monitoring activities.

GC-33 BACKCHARGES

33.1 Corrective Actions by CITY or its Designated Representatives. If, under the provisions of this Contract, CONTRACTOR is notified by ENGINEER to correct defective or nonconforming work, and CONTRACTOR states, or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time, ENGINEER may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming work by the most expeditious means available and backcharge CONTRACTOR for the costs incurred. Furthermore, if ENGINEER agrees to or is required to perform work for CONTRACTOR, such as cleanup, off-loading or completion of incomplete work, ENGINEER may, upon written notice, perform such work by the most expeditious means available and backcharge CONTRACTOR for the costs incurred.

33.2 Backcharge Costs. The cost of backcharge work shall include:

33.2.1 Incurred labor costs including all payroll additives;

33.2.2 Incurred net delivered material costs;

33.2.3 Incurred Subcontractor costs directly related to performing the corrective action;

33.2.4 Equipment and tool rentals at prevailing rates in the Jobsite area; and

33.2.5 A factor of thirty-five percent (35%) applied to the total of Items 33.2.1 through 33.2.5 for overhead, supervision, and administrative costs.

33.3 CONTRACTOR's Concurrence. The backcharge notice will request CONTRACTOR's concurrence for ENGINEER to proceed with the required work. However, failure of CONTRACTOR to grant such concurrence shall not impair CITY's right to proceed with work under this or any other provision of this Contract.

33.4 Backcharge not a Release. ENGINEER shall separately invoice or deduct from payments otherwise due to CONTRACTOR the costs as provided herein. CITY's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by law. The performance of backcharge work by ENGINEER shall not relieve CONTRACTOR of any of its responsibilities under this Contract including, but not limited to, express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the

Contract Milestones of the Clause titled "COMMENCEMENT, PROGRESS, AND COMPLETION OF THE WORK".

GC-34 SUSPENSION

34.1 Suspension Notice. CITY may, by written notice to CONTRACTOR, suspend at any time the performance of all, or any portion of, work to be performed under this Contract. Upon receipt of such notice, CONTRACTOR shall, unless the notice requires otherwise;

34.1.1 Immediately discontinue work on the date and to the extent specified in the notice;

34.1.2 Place no further orders or subcontracts for material, services, or facilities with respect to suspended work other than to the extent required in the notice;

34.1.3 Promptly make every reasonable effort to obtain suspension upon terms satisfactory to CITY of all orders, subcontracts, and rental agreements to the extent they relate to performance of suspended work;

34.1.4 Continue to protect and maintain the Work including those portions on which work has been suspended; and

34.1.5 Take any other reasonable steps to minimize costs associated with such suspensions.

34.2 Notice to Resume. Upon receipt of notice to resume suspended work, CONTRACTOR shall immediately resume performance under this Contract to the extent required in the notice.

34.3 Equitable Adjustment. CONTRACTOR shall be entitled to an equitable adjustment for suspensions pursuant to the Clause titled "CHANGE DOCUMENTS", provided that within ten (10) days after receipt of notice to resume work, CONTRACTOR submits a Proposed Change Document, and provided that the suspension was not made necessary by the defective performance of work or any other Contract obligation of CONTRACTOR. No adjustment or relief of schedule milestones or completion dates shall be made for suspensions caused by CONTRACTOR.

GC-35 TERMINATION FOR DEFAULT

35.1 Reasons for Default. Notwithstanding any other provisions of this Contract, CONTRACTOR shall be considered in default of its contractual obligations under this Contract if it:

35.1.1 Performs work which fails to conform to the technical requirements of this Contract;

35.1.2 Fails to make progress so as to endanger performance of this Contract;

35.1.3 Abandons or refuses to proceed with any of the Work, including modifications directed pursuant to the Clause titled "CHANGE DOCUMENTS";

35.1.4 Fails to fulfill or comply with any of the terms of this Contract;

35.1.5 Engages in behavior that is dishonest, fraudulent or constitutes a conflict of interest with CONTRACTOR's obligations under this Contract; or,

35.1.6 Reasonable grounds for insecurity arise with respect to CONTRACTOR's performance.

35.2 Notice of Default. Upon the occurrence of any of the foregoing, ENGINEER shall notify CONTRACTOR in writing of the nature of the failure and of CITY's intention to terminate this Contract for default. If CONTRACTOR does not cure such failure within seven (7) calendar days from receipt of notification, or sooner, if safety to persons is involved, or fails to provide satisfactory evidence that such default will be corrected within a reasonable time, the CITY, by written notice to CONTRACTOR and without notice to CONTRACTOR's sureties, if any, shall terminate in whole or in part CONTRACTOR's right to proceed with the Work and CITY may prosecute the Work to completion in a timely manner by another contract or by any other reasonable method deemed expedient. CITY may take possession of and utilize any data, designs, licenses, equipment, materials, plant, tools, and property of any kind furnished by CONTRACTOR and necessary to complete the Work.

35.2A Immediate Termination. This Contract will immediately terminate, without the requirement of any action on CITY's part, and all termination for default remedies available and applicable termination actions required by CONTRACTOR when all work is terminated under this Contract shall apply, if CONTRACTOR:

35.2A.1 Voluntarily consents to an order for relief by filing a petition under the laws of the United States codified as Title 11 of the United States Code;

35.2A.2 Seeks consent to, or does not, contest the appointment of a receiver, custodian, or trustee for itself or for all or any part of its property;

35.2A.3 Files a petition seeking relief under the bankruptcy, arrangement, reorganization, or other debtor relief laws of any state or other competent jurisdiction;

35.2A.4 Admits in writing that it is generally not paying its debts as those debts become due;

35.2A.5 Gives notice to any governmental body of insolvency or pending insolvency or suspends operations;

35.2A.6 Becomes insolvent as that term is defined under applicable fraudulent transfer or conveyance laws; or

35.2A.7 Makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

35.3 Excess Reprocurement Costs. CONTRACTOR and its sureties, if any, shall be liable for all costs in excess of this Contract price for such terminated work reasonably and necessarily incurred in the completion of the Work, including cost of administration of any Contract awarded to others for completion.

35.4 Termination Actions. Upon termination for default, CONTRACTOR shall:

35.4.1 Immediately discontinue work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated work;

35.4.2 Inventory, maintain and turn over to CITY all data, designs, licenses, equipment, materials, plant, tools, and property furnished by CONTRACTOR, or provided by CITY for performance of the terminated work;

35.4.3 Promptly obtain cancellation upon terms satisfactory to CITY of all purchase orders, subcontracts, rentals, or any other agreements existing for performance of the terminated work or assign those agreements as directed by CITY;

35.4.4 Cooperate with the CITY in the transfer of data, designs, licenses and information and disposition of work in progress so as to mitigate damages;

35.4.5 Comply with other reasonable requests from CITY regarding the terminated work and;

35.4.6 Continue to perform in accordance with all of the terms and conditions of this Contract such portion of the Work that is not terminated.

35.5 CONTRACTOR not in Default. If, after termination pursuant to this Clause, it is determined for any reason that CONTRACTOR was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to the Clause titled "TERMINATION FOR CONVENIENCE."

GC-36 TERMINATION FOR CONVENIENCE

36.1 Termination Actions. CITY may terminate for convenience any of the Work under this Contract in whole or, from time to time, at any time by written notice to CONTRACTOR. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination. Upon receipt of such notice, CONTRACTOR shall:

36.1.1 Immediately discontinue the Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for materials, services, or facilities, other than as may be required for completion of such portion of the Work that is not terminated.

36.1.2 Promptly obtain assignment or cancellation upon terms satisfactory to CITY of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated work or assign those agreements as directed by CITY;

36.1.3 Assist ENGINEER in the maintenance, protection, and disposition of work in progress, plant, tools, equipment, property, and materials acquired by CONTRACTOR or furnished by CITY under this Contract and;

36.1.4 Complete performance of such portion of the Work which is not terminated in accordance with the scheduled milestones and Contract completion dates.

36.2 Waiver and Compensation. In the event of termination, CONTRACTOR waives any claims for damages including loss of anticipated profits. As CONTRACTOR's sole right and remedy, CITY shall pay in accordance with the following:

36.2.1 The Contract price corresponding to the Work performed in accordance with this Contract prior to such notice of termination;

36.2.2 All reasonable costs for work thereafter performed as specified in such notice;

36.2.3 Reasonable administrative costs of settling and paying claims arising out of the termination of work under purchase orders or subcontracts;

36.2.4 Reasonable costs incurred in demobilization and the disposition of residual material, plant, and equipment and;

36.2.5 A reasonable overhead and profit on items 36.2.2 and 36.2.4 of this clause.

36.3 Proposal for Compensation. CONTRACTOR shall submit within thirty (30) calendar days after receipt of notice of termination, a written statement setting forth its proposal for an adjustment to the Contract price to include only the categories of incurred costs described in this clause. CITY shall review, analyze, and verify such proposal, negotiate an appropriate adjustment, and modify this Contract by Change Order accordingly.

GC-37 CHANGE DOCUMENTS

37.1 This section will govern changes to the Contract issued under the Contract, whether such changes involve an increase in the Total Contract Price or not. Changes in Contract or other aspects of this Contract shall be made by written document ("Change Document" or "Unilateral Change Document"). [1] All changes shall be implemented pursuant to this subsection and any Applicable Law.

37.2 Potential Change Documents that may be issued concerning this Contract include, but are not limited to:

[1] Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.)

37.2.1 Change Documents to the Contract involving an increase to the Total Contract Price executed between CITY and CONTRACTOR which may, or may not, require legislative approval under Code Section 2-1292; and

37.2.2 Change Documents that do not involve an increase in the Total Contract Price will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by the CITY; and

37.2.3 Unilateral Change Documents to the Contract issued by CITY pursuant to Code Section 2-1292(d) involving no increase to the Total Contract Price and changes in the value of the changes, or changes in the terms of amounts of compensation under the Total Contract Price; and

37.2.4 Change Documents to the Contract involving no increase to the Total Contract Price, changes in the value of the Charges or changes in the terms or amounts of compensation under the Total Contract Price executed between CITY and CONTRACTOR pursuant to Code Section 2-1292(d).

37.3 CITY may propose a change in the Contract or other aspects of this Contract by delivering written notice to CONTRACTOR describing the requested change ("Change Request"). Within ten (10) days of receipt of CITY's Change Request, CONTRACTOR shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Contractor.

37.4 CONTRACTOR may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Contract.

37.5 Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by CONTRACTOR and shall be irrevocable for a period of sixty (60) days. CITY shall review and may provide CONTRACTOR with comments regarding a Proposed Change Document, and CONTRACTOR shall respond to such comments, if any. A Proposed Change Document from CONTRACTOR will become effective only when executed by an authorized representative of CITY.

37.6 CITY may propose any changes to the Contract, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, and CONTRACTOR shall, in good faith evaluate such proposed Change Request. If CITY and CONTRACTOR are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Contract shall, in the event of disagreement between CITY and CNTRACTOR concerning a proposed Change Request, or otherwise, prohibit CITY from issuing a Unilateral Change Document to CONTRACTOR, pursuant to Code Section 2-1292(d), and CITY and CONTRACTOR agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in the "DISPUTES" Clause. During the pendency of such Dispute, CONTRACTOR shall continue to perform the Services, as changed by such Unilateral Change Document.

37.7 Submittals Substantiating Adjustments.

37.7.1 CONTRACTOR shall supply certified pricing within thirty (30) days after providing written notice of intent to claim time or money. CONTRACTOR's pricing shall remain firm for a period of not less than sixty (60) days after delivery of the certified pricing. Any delay in the submission of all necessary supporting documentation or the determination of pricing will not justify or constitute a basis for an increase in the Total Contract Price, Purchase Order Amount, or Contract Completion.

37.7.2 CONTRACTOR shall certify in writing that the amounts included in the Proposed Change Document cover will direct, supplemental, indirect, consequential, serial, and cumulative costs and requested time extension, as applicable, and that those costs and the additional time would be or were necessarily incurred, despite the CONTRACTOR's reasonable and diligent efforts to mitigate them.

37.7.3 No submittal for an adjustment in the Total Contract Price, Purchase Order Amount, or Contract Completion shall be valid unless submitted in accordance with this Clause.

37.7.4 For each submittal, CONTRACTOR shall execute a certificate of current costs or pricing data. The certificate shall contain the wording in Clause:

37.7.4.1 This certificate shall be supplied at the time CONTRACTOR submits pricing information for any and all Proposed Change Documents.

37.7.4.2 The certificate of current costs or pricing data shall contain the following statement: "This is to certify that, to the best of my knowledge and belief, the costs or pricing data submitted, either actually or by specific identification in writing, to ENGINEER or any of his authorized representatives, in support of [identify the request for price adjustment, giving the appropriate reference any date] are accurate, complete and current as of [insert the day, month, and year when submittal was provided to ENGINEER].

CONTRACTOR: [type name]
By: [type name]
Title:
Date of Execution: [insert the day, month, and year of signing, which should be the same date as when the pricing information is submitted],

37.7.4.3 If any price, including profit or fee, negotiated under this Clause, or any cost reimbursement under this Contract was increased by any amount because CONTRACTOR furnished costs or pricing data that were not complete, accurate, and current as certified in its certificate of current costs or pricing data, the price or costs shall be reduced accordingly, and this Contract shall be

modified to reflect the deduction. CONTRACTOR is also placed on notice that, to the extent any submittal is determined to be a false claim based on any state or federal law, CONTRACTOR will be liable to the CITY for all remedies permitted by applicable statutes.

37.8 Failure to Agree. Failure by ENGINEER and CONTRACTOR to agree on any adjustment pursuant to this Clause shall be considered a Dispute, subject to the procession under the "DISPUTES" Clause of the Contract.

37.9 Emergency Cases. In addition to the CITY's ability to initiate changes through a Change Notice, in the event of an emergency that poses imminent threat to life or property, ENGINEER may use oral orders to CONTRACTOR for any work required by reason of such emergency. CONTRACTOR shall commence and complete such emergency work as directed by ENGINEER. Such orders will be confirmed by an appropriate Change Document. Any Change Document resulting from an emergency will be processed pursuant to this Clause.

37.10 Other Modifications. All other modifications to this Contract shall be by written amendment signed by both parties.

GC-38 PRICING OF ADJUSTMENTS

38.1 Pricing Methods. When costs are a factor in any determination of a Contract adjustment pursuant to the Clause titled "CHANGE DOCUMENTS", CONTRACTOR shall propose upward or downward price adjustments in one of the following methods as directed by ENGINEER:

38.1.1 Using Unit Prices from this Contract;

38.1.2 Estimating new Unit Prices where appropriate, subject to negotiation;

38.1.3 Estimating a lump sum price for the change, subject to negotiation; or

38.1.4 Establishing separate cost accounting records, subject to daily end-of-the-day written approval by ENGINEER of all allocable costs, on a Force Account basis. Reimbursement of reasonable and approved incurred costs, plus specified rates for overhead and profit, as defined below, shall be the basis for Force Account adjustment of the Contract price.

38.2 Cost Breakdown Information. When CONTRACTOR is directed to propose price adjustments pursuant to 38.1.2 or 38.1.3 above, it shall provide cost breakdown information for the purpose of, and in sufficient detail to permit, analysis and negotiation including but not limited to, labor categories, job hours and rates, equipment and material quantities, sources and calculations, overhead costs and allocations, profit computations Subcontractor quotes, and reference data upon which estimates are based.

38.3 Markup's.

38.3.1 If the pricing method is in accordance with 38.1.1 above, CONTRACTOR is not authorized any additional markup's as the Contract Unit Prices are considered fully burdened;

38.3.2 For work priced pursuant to 38.1.2 or 38.1.3 above, the additional markup shall be negotiated with the CONTRACTOR based on the complexity and type of work required; however, markup's on "Direct Labor" costs shall not exceed fifteen percent (15%) if the pricing adjustment is valued at less than Twenty Five Thousand ($25,000.00) Dollars; or will pay no more than Ten Percent (10%) markup on "Direct Labor" if the price adjustment is valued at greater than Twenty Five Thousand One ($25,001.00) Dollars.

38.3.3 If, for any reason, ENGINEER and CONTRACTOR are unable to agree upon a new unit rate or lump sum Contract price adjustment provisions 38.4 through 38.8 establish and define allowable costs and rates for Force account work pursuant to 38.1.4 above.

38.4 Direct Labor. Incurred direct labor wages for technical, craft, and manual labor for all classifications through lead ENGINEER, foreman or equivalent are allowable for the period of performance of the change. General supervision and management above lead ENGINEER, foreman or equivalent and indirect labor, e.g. surveyors, office personnel, timekeepers and maintenance personnel, are not allowable as direct costs but are recovered in the overhead and profit rates established by this Clause. Payroll additives are allowable and include taxes, insurance premiums, paid absences, and social and retirement benefits required by law, labor agreements, published company policies applying uniformly to CONTRACTOR's work force or which are normal and customary. CITY shall have access to CONTRACTOR's certified payroll records for verification of labor costs.

38.5 Equipment. Approved incurred construction equipment, facilities and vehicle net rental costs plus five percent (5%) for CONTRACTOR overhead and profit are allowable, except tools and equipment having original purchase prices of less than Five Hundred Dollars ($500.00) each, which are deemed to be covered in the overhead and profit rates established by this clause. If operating costs are not included in rental rates, they are also allowable.

38.5.1 Equipment Charges. Reasonable equipment charges for approved CONTRACTOR- owned construction equipment having original purchase prices of more than Five Hundred Dollars ($500.00) each shall also be allowed provided such charges are:

38.5.1.1 Agreed upon Contract unit rates; or

38.5.1.2 Based upon calculated values allocating ownership costs over the useful life of the equipment plus operating costs such as fuel, oil, lubricants, and maintenance, and a profit of ten percent (10%) on such costs; or

38.5.1.3 Not greater than seventy percent (70%) of Data Quest Blue Book daily rental rates applicable for the period of performance of the change; and

38.5.1.4 Appropriately discounted to stand-by rates for idle time reasonably required.

38.5.2 Limited Equipment Charges. When the operated use of equipment is infrequent and, as determined by ENGINEER, such equipment need not remain at the Work site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at ENGINEER's direction shall be charged at the standby rate.

38.5.3 Need for Equipment. For the cost of both rented and owned equipment to be allowable, ENGINEER must agree in writing, prior to their being used, that the individual pieces of equipment are needed, are appropriate for the Work, and that the mobilization and demobilization costs are allocable to the change and acceptable. This is in addition to the daily end-of-day approval of operating time for such equipment.

38.6 Materials. Approved incurred costs for material incorporated into the changed Work or required for temporary construction facilities made necessary by the change shall be allowable at net cost delivered to the Jobsite plus five percent (5%) overhead and profit for CONTRACTOR.

38.7 Subcontracts. Approved incurred costs for subcontracted tasks shall be allowable plus five percent (5%) overhead and profit for CONTRACTOR; provided that ENGINEER has approved the subcontract pursuant to the Clause on Titled "ASSIGNMENTS AND SUBCONTRACTS" before any work is performed.

38.8 Overhead, Project, and all other Costs. In addition to the overhead and profit provided in 38.4 through 38.7 above, CITY may also pay an additional markup on direct labor which will be deemed to be full consideration for all overhead, interest and profit, for all additional costs e.g. supervision and tools, and for all impacts of the change on all elements of the Work whether or not changed. The additional markup shall be equal to fifteen percent (15%) of total direct labor as described in 39.4 above for changes resulting in a Contract price adjustment, excluding this percentage markup, of less than Twenty Five Thousand ($25,000.00) Dollars; or will pay ten percent (10%) for changes resulting in adjustments of Twenty Five Thousand One ($25,001.00) Dollars or more.

GC-39 EXCUSABLE DELAYS

39.1 Force Majeure. Force Majeure shall mean:

39.1.1 Strikes, labor disputes, work stoppages, or picketing (legal or illegal);

39.1.2 Adverse weather conditions not reasonably foreseeable or unusually severe weather;

39.1.3 Acts of God, including, without limitation, floods, hurricanes, tornadoes, high winds, sinkholes, landslides, earthquakes, epidemics, quarantine and pestilence;

39.1.4 Fires or other casualties;

39.1.5 Freight embargoes;

39.1.6 Governmental actions, restrictions or moratoria;

39.1.7 Acts of a public enemy, civil commotion, riots, insurrections, acts of war, blockades, terrorism, effects of nuclear radiation or national or international calamities;

39.1.8 Sabotage or vandalism;

39.1.9 Condemnation or other exercise of the power of eminent domain

39.1.10 The passage or enactment of, or the interpretation of, any governmental requirement, and the orders of any governmental authority having jurisdiction over CONTRACTOR or the Work;

39.1.11 Delays in any approval process of any governmental authority to the extent such delays are not due to any fault, negligence, or lack of diligence of CONTRACTOR or its agents, employees, contractors, subcontractors, or consultants;

39.1.12 Actions of CITY (and its agents, employees or other representatives) not permitted by the Contract or by law;

39.1.13 Inconvenience, delays, inefficiencies or loss experienced by CONTRACTOR caused by the presence and operations of other CITY CONTRACTORS working within the limits of the Project; and

39.1.14 Restraint or other act by court or public authority to the extent such delays are not due to any fault, negligence, or lack of diligence of CONTRACTOR or its agents, employees, contractors, subcontractors, or consultants.

39.2 Force Majeure shall in any event exclude:

39.2.1 Lack of sufficient funds or any other financial difficulty of CONTRACTOR, and

39.2.2 Adverse weather

39.2.2.1 Occurring during non-work periods or on any day which is not a business day, unless CONTRACTOR can demonstrate that said weather impeded the Work the following day; or

39.2.2.2 Which shall not result in a direct and actual delay in CONTRACTOR's performance of Work at the time of such inclement weather.

39.3 Extensions for Force Majeure. If CONTRACTOR is delayed at any time in the commencement or progress of the Work by reason of Force Majeure or by other causes which CITY in its discretion may determine justifies an extension of the time for substantial completion or final completion, then the time for substantial completion or final completion shall be extended by Change Order for such reasonable time as CITY may determine that the Project's completion, or the achievement of any Contract milestones, is delayed by the Force Majeure, but only:

39.3.1 If and to the extent such event or circumstance is beyond the reasonable control of CONTRACTOR;

39.3.2 If and to the extent CONTRACTOR shall have taken all reasonable precautions to prevent delays by reason of such event or circumstance if such event or circumstance was actually shown in advance to CONTRACTOR,

39.3.3 If and to the extent such event or circumstance is not caused by CONTRACTOR's or CONTRACTOR's agents', materialmens', Subcontractor's, or employees' fault or negligence,

39.3.4 If and to the extent CONTRACTOR shall have taken all reasonable precautions to mitigate the delays owing to such event or circumstance,

39.3.5 If and to the extent that such event caused a delay to activities on the critical path of the Contract schedule, and

39.3.6 If CONTRACTOR strictly complied with the requirements of GC-39.3

39.4 Notice of Force Majeure. If CONTRACTOR is prevented or delayed by reason of Force Majeure, CONTRACTOR shall, within twenty-four (24) hours after the commencement of the Force Majeure, provide to ENGINEER written notice of the Force Majeure and shall, within seven (7) days after the Force Majeure event has ended, provide to ENGINEER a written description of the impact caused on the performance of the Work by the Force Majeure. The description of the impact for weather related Force Majeure events shall include U.S. Weather Bureau Climatological Reports for the months involved plus a report indicating the average precipitation, temperature, or other relevant impacting weather event for the past ten years from the nearest reporting station. The ten-year average will determine the number of adverse weather days that CONTRACTOR should normally expect to encounter.

39.5 Sole Remedy for Force Majeure. For delays in the construction of the Project caused by reason of Force Majeure, an extension in the time for Contract completion shall be CONTRACTOR's sole and exclusive remedy for any such delay. In no event shall CONTRACTOR be entitled to any increase in the Total Contract Price or any other additional compensation for costs resulting by reason of Force Majeure.

GC-40 COMPLETION AND ACCEPTANCE

40.1 Notice of Completion. When CONTRACTOR considers the Work or any independent portion of the Work under this Contract, to be complete and ready for acceptance, or when ENGINEER notifies CONTRACTOR in writing that some portion of the work is ready for Beneficial Occupancy, CONTRACTOR shall notify ENGINEER in writing that such Work is materially complete and ready for inspection. ENGINEER or his designated representatives, with CONTRACTOR's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy ENGINEER that the Work, or identified portion of the Work, conforms to all requirements of this Contract. If all, or any part, of the Work covered by CONTRACTOR's notice does not confirm to Contract requirements, ENGINEER shall notify CONTRACTOR of such nonconformance and CONTRACTOR shall take corrective action in accordance with the Clause titled "WARRANTY" and shall have the nonconforming work re-inspected until all Contract requirements are satisfied."

40.2 Notice of Substantial Completion. The ENGINEER will issue a Certificate of Substantial Completion if the Work is deemed to be substantially complete. The CONTRACTOR will ascertain when the Work, or designated portions thereof, is ready for the ENGINEER's Substantial Completion inspection. CONTRACTOR will provide required regulatory or permit authority acceptance documentation for the ENGINEER's review at inspection.

40.3 Notice of Final Acceptance. ENGINEER shall issue a written Notice of Final Acceptance of the Work as a whole when satisfactorily inspected. ENGINEER's written Notice of Final Acceptance of the Work as a whole under this Contract shall be conclusive except with regard to latent defects, fraud, or such gross mistakes as amount to fraud, or with regard to CITY's rights under the Clause titled "WARRANTY".

GC-41 WARRANTY AND COMPONENT WARRANTIES

41.1 Warranty Standards. CONTRACTOR warrants to CITY that equipment and materials furnished under this Contract shall be new, or clear title and of the most suitable grade of their respective kinds for their intended uses, unless otherwise specified. All workmanship shall be first-class and performed in accordance with sound construction practices acceptable to ENGINEER. All equipment, materials, and workmanship shall conform to the requirements of the Contract documents.

41.2 Warranty Period. CONTRACTOR warrants all equipment and material it furnishes, and all work it performs against defects in CONTRACTOR's design/build, equipment, materials, or workmanship for a period from commencement of work to a date twenty-four (24) months after Beneficial Occupancy provided that all of requirements of this section have been met, unless more stringent requirements are otherwise specified elsewhere in the Contract documents. CONTRACTOR shall provide an additional thirty-six (36) month warranty on all chillers, pumps, starters, compressors, ventilation systems, fire detection systems, fire suppression equipment, emergency power, and communication equipment. A minimum of one (1) year labor warranty is required for all equipment/system replacement and repairs.

41.3 Warranty Guidelines.

41.3.1 Warranty should include manufacturers' and CONTRACTOR's name, telephone, contact, address, start, and end date of warranty.

41.3.2 All sections shall be tabbed and labeled.

41.3.3 A minimum of five (5) hard and two (2) electronic copies shall be furnished.

41.4 Discovery of Defects. If, at any time during the warranty period, the CITY or CONTRACTOR discovers any defect in the design/build, equipment, materials, or workmanship, immediate notice shall be given to the other parties. CONTRACTOR shall, within a reasonable time, propose corrective actions to cure such defects to meet the requirements of this Contract.

41.5 Remedies for Defects. ENGINEER, at his sole discretion, may direct CONTRACTOR in writing and CONTRACTOR agrees to:

41.5.1 Rework, repair or remove and replace defective equipment and materials or re-perform defective workmanship to acceptable quality at a time and in a manner acceptable to ENGINEER;

41.5.2 Cooperate with others assigned by ENGINEER to correct such defects and pay to ENGINEER al actual costs reasonably incurred by ENGINEER in performing or in having performed corrective actions; or

41.5.3 Propose and negotiate in good faith an equitable reduction in the Contract price in lieu of corrective action. This clause is applicable only for discovery of defects prior to the acceptance of the Project.

41.6 Incidental Cost. All costs incidental to corrective actions including demotion for access, removal, disassembly, transportation, reinstallation, reconstruction, retesting, and re-inspection as may be necessary to correct the defect and to demonstrate that the previously defective work conforms to the requirements of this Contract shall be borne by CONTRACTOR.

41.7 Extended Warranty. CONTRACTOR further warrants any and all corrective actions it performs against defects in design/build, equipment, materials, and workmanship for an additional warranty period of twelve (12) months as an extension to the original specified warranty period following acceptance by ENGINEER of the corrected work.

41.8 Operations and Maintenance (O&M) Data/Manuals. Prior to the commissioning of any equipment or section of the work, submit five (5) hard and two (2) electronic copies of operation and maintenance data/manuals that are specifically applicable to this Contract and a complete and concise description of the provided equipment or product. Data containing extraneous information to be sorted through to find applicable instructions will not be accepted. Present information in sufficient detail to clearly explain O & M requirements of the system, equipment, component, and subassembly level. Include an index preceding each submittal.

Information Required in O & M Data/Manuals, as applicable:

1) Environmental Conditions Operating Instructions
2) Safety Precautions
3) Operator Pre-start
4) Startup, Shutdown, and Post Shutdown Procedures
5) Normal Operations
6) Emergency Operations
7) Operator Service Requirements
8) Installation Details
9) Preventive Maintenance Instructions, Plans, and Schedule
10) Lubrication Data
11) Corrective Maintenance Instructions
12) Troubleshooting Guides and Diagnostic Techniques
13) Wiring Diagrams and Control Diagrams Including Sequence of Operations
14) Maintenance and Repair Procedures
15) Removal and Replacement Instructions
16) Spare Parts and Supply Lists Including Cost
17) Parts Identification
18) Personnel Training Requirements
19) Testing Equipment and Special Tool Information

41.9 Binding and Delivery. The manuals shall be bound or otherwise securely enclosed in oil and moisture resistant binders and sections shall be tabbed. Each binder cover shall indicate bold type, the manufacturer's name, Contract number, model number, and serial number of the unit or equipment. Five (5) hard and two (2) electronic copies of the manuals shall be delivered with the shop drawings and must be approved with the shop drawings. Also included, shall be CONTRACTOR's name, address, telephone number and contact.

41.9 Training. Include in the applicable specification sections the following requirements:

41.9.1 The CONTRACTOR shall include in the base Contract, all costs required to train the OWNER's operation and maintenance personnel in the use and maintenance of the specific systems.

41.9.2 Training sessions shall be conducted by instructors certified or approved in writing by the manufacturer of the specific system or equipment.

41.9.3 Sessions shall be conducted for not less than four-hour periods during normal working hours, i.e., Monday through Friday, 8:00 a.m. to 5:00 p.m. Training session schedules shall inform to the requirements of the OWNER; therefore, such schedules shall be submitted to the OWNER for approval not less than two weeks prior to the training session. Training sessions for different systems shall not be scheduled concurrently. All training sessions shall be digitally videotaped – two copies shall be delivered to the OWNER> At the OWNER's discretion, provisions shall be made to allow up to six (6) OWNER's personnel to participate in final system check of all systems.

41.9.4 All Operations and Maintenance Manuals shall be approved and issued prior to training.

41.9.5 All training shall be completed prior to final acceptance of equipment, systems, etc.

GC-42 DISPUTES

42.1 Claims, Counterclaims, Disputes:

42.1.1 All claims, counterclaims, disputes, and any other matters in question arising under, or relating to, the Contract Documents, or the breach thereof, shall be processed in accordance with the provisions of this Clause and are subject to audit by the CITY.

42.1.2 A "Claim" means a written demand or assertion by the CONTRACTOR seeking an adjustment in the Contract Price and payment of monies so due, an extension or shortening in Contract Completion, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract following denial of a submittal for Change Notice Request under "CHANGE DOCUMENTS". A written demand or assertion by the CONTRACTOR seeking the payment of money or an extension of time is not a Claim under this Clause until certified as required below. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim under this Clause.

42.1.3 A Claim arising under the Contract, unlike a Claim relating to the Contract, is a Claim that can be resolved under a Contract provision that provides for, or excludes, the relief sought by the Claimant. A Claim arising under the Contract shall be resolved under the applicable provisions of the Contract. A Claim relating to the Contract must meet all requirements of this provision and any request for an increase in the Contract Price or an extension to the time for Contract Completion shall be calculated pursuant to and limited by the provisions of this Contract.

42.1.4 CONTRACTOR shall not be entitled to any damages or an adjustment in the Contract Price, and neither CITY nor its designated representatives shall be liable to CONTRACTOR or its Subcontractors in tort (including negligence) or Contract, except as specifically provided in this Contract.

42.2 When Notice and Claim Submittal Become Due:

42.2.1 For any Claim under this Clause to be valid, it shall be based upon written notice delivered by the CONTRACTOR to the ENGINEER promptly, but in no event later than seven (7) days, after the occurrence of the event giving rise to the Claim and stating the general nature of the Claim. The Claim submittal with all supporting cost data and CPM schedule analysis shall be delivered by the CONTRACTOR to the ENGINEER within sixty (60) days after that occurrence (unless the ENGINEER allows an additional period of time to ascertain more accurate data in support of the Claim). The responsibility to substantiate a Claim shall rest with the party making the Claim.

42.2.2 A Claim by the CONTRACTOR shall be made in writing and submitted to the ENGINEER within the timeframe required by GC 42.2.1 for a written decision.

42.3 Requirements for contractor Claims:

42.3.1 For all CONTRACTOR Claims seeking an increase in the Contract Price or time for Contract Completion, the CONTRACTOR shall submit with the Claim an affidavit certifying that:

42.3.1.1 The Claim is made in good faith, and the amount claimed accurately reflects the adjustments in the Contract Price or time for Contract Completion for which the CONTRACTOR can prove the CITY is liable, and covers all direct, supplemental, indirect, consequential, serial, and cumulative costs and delays to which the CONTRACTOR is entitled as a result of the occurrence of the claimed event;

42.3.1.2 Supporting cost and pricing data are current, accurate, complete, and represent the best of the CONTRACTOR's knowledge and belief; and

42.3.1.3 If the CONTRACTOR is an individual, the affidavit shall be executed by that individual; if the CONTRACTOR is not an individual, the affidavit shall be executed by a senior company official in charge at the CONTRACTOR's plant or location involved, or a responsible officer or general partner of the CONTRACTOR.

42.3.2 The attention of the CONTRACTOR is drawn to state and federal laws regarding penalties for false claims. The CITY will prosecute the CONTRACTOR to the fullest extent of the law for the submission of a false, fictitious, or unsubstantiated Claim.

42.3.3 A Claim for an adjustment of the time for Contract Completion shall be supported by an analysis of the Progress Schedule detailing the impact of the event giving rise to the Claim.

42.3.4 Any costs or expenses for consultants, experts, or legal representation that the CONTRACTOR elects to engage to investigate, prepare, and substantiate any claim related to any dispute shall be born solely by the CONTRACTOR.

42.4 Determination on a Claim. For CONTRACTOR-certified claims of $50,000.00 or less, the ENGINEER will, if requested in writing by the CONTRACTOR, render a determination within sixty (60) days of the request. For CONTRACTOR-certified claims over $50,000.00, the ENGINEER will, within sixty (60) days tender a determination of the Claim or notify the CONTRACTOR of the date by which the determination will be made. If CONTRACTOR and ENGINEER cannot resolve any claim or dispute, CONTRACTOR agrees to participate in good faith in non-binding Mediation if requested by the ENGINEER. The cost of Mediation will be split equally between CONTRACTOR and ENGINEER. If a resolution cannot be reached through mediation, the

CONTRACTOR's sole appeal of the ENGINEER's Final Determination is to institute legal action in Fulton Superior Court within sixty (60) days after Final Completion of the Work.

42.5 Dispute Defined.

42.5.1 Any Claim that is denied by the ENGINEER shall be considered a Dispute within the meaning of this Clause.

42.5.2 Pending final resolution of any Claim or Dispute, including litigation, the CONTRACTOR shall proceed diligently with performance of the Work, and comply with any decision of the CITY or the ENGINEER.

42.5.3 In the event the CITY is a prevailing party in any litigation brought under, or to enforce the provisions of this Contract, CONTRACTOR shall pay to CITY all its costs, expenses and fees associated with the litigation and the preparation thereof, including, but not limited to, reasonable attorneys' fees, expert witness fees, and all expenses incurred. CONTRACTOR shall pay CITY's reasonable attorneys' fees and other costs whether the services are performed by CITY's employees or independent counsel.

42.6 Failure to Provide Notice is a Waiver. The CITY must receive notice in strict compliance with the Contract of all Claims and Disputes in order to investigate such Claims and Disputes and to make decisions that will eliminate or minimize any additional costs or delays to the Work, the Project or to the CITY's overall expansion program. CONTRACTOR acknowledges that it has no right in law or equity to seek any increase to the Contract Price or an extension to the time for Contract Completion or any milestone(s), unless CONTRACTOR strictly complies with all requirements of this Clause. Failure by CONTRACTOR to meet all of the requirements of this Clause shall be deemed an intentional waiver by CONTRACTOR of any right to file a lawsuit seeking redress of any type. Compliance with all the requirements of this Clause is a strict condition precedent to CONTRACTOR having the right to file a lawsuit seeking redress of any type. The CITY is entitled to have any lawsuit dismissed with prejudice by showing that CONTRACTOR did not strictly comply with all of the requirements of this Clause.

42.7 Venue. CONTRACTOR acknowledges and agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to this Contract shall be the Superior Court for Fulton County, Georgia. CONTRACTOR waives all objections it may have as to venue in the Fulton County Superior Court. CONTRACTOR also consents to the Fulton County Superior Court's jurisdiction for any such action or proceeding, regardless of CONTRACTOR's residence or domicile.

GC-43 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

43.1 CONTRACTOR and OWNER expressly waive claims against each other for consequential damages arising out of, or relating to, this Contract. This mutual waiver includes:

43.1.1 Damages incurred by the OWNER for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity, or of the services of such persons; and

42.1.2 Damages incurred by the CONTRACTOR for principal office expenses including the compensation of the personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Provided, however, nothing in this Contract shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract documents.

GC-44 RECORDS AND AUDITS

CONTRACTOR shall maintain records and accounts in connection with the performance of this Contract that will accurately document incurred costs, both direct and indirect, including, but not limited to, labor hours and costs, equipment hours and costs, Subcontractor costs, material costs, and other costs of whatever nature, by cost code, including budgeted amounts, for a period of three (3) years from the expiration of CONTRACTOR's Contract unless otherwise specified by applicable law. As used in this agreement, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

CITY, or its designated representatives, shall have the right to examine and copy all such records, including weekly and monthly summary reports of the entire project, labor cost reports, and equipment cost reports, at all reasonable times, with advance notification. CONTRACTOR may also be required to provide an electronic "data dump" of each transaction posted to each cost code, labor hours and costs, and equipment hours and costs, and other transactions. Such data shall be in the format of an electronic spreadsheet or database, and not in "PDF" or other image formats.

44.1 City of Atlanta (COA) Audit. As used in this agreement, "records" includes book, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

44.2 Whenever the OWNER enters into any type of contractual arrangement including, but not limited to, lump sum contracts (i.e. fixed priced or stipulated sum contracts), unit price, cost plus or time and material contracts with or without a guaranteed maximum (or not-to-exceed amounts), CONTRACTOR's and Subcontractors' "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an OWNER's representative or an outside representative engaged by OWNER. The OWNER, or its designee, may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law. OWNER's representatives may (without limitation) conduct verifications such as counting employees at the Construction Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with CONTRACTOR employees, field and agency labor, Subcontractors, and vendors.

44.3 CONTRACTOR's "records", as referred to in this contract, shall include any and all information, materials, and data of every kind and character, including without limitation,

records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in OWNER's judgment have any bearing on, or pertain to, any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payments documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONTRACTOR records which may have a bearing on matters of interest to the OWNER in conjunction with the CONTRACTOR's dealings with the OWNER (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

44.3.1 Compliance with contract requirements for deliverables

44.3.2 Compliance with approved plans and specifications

44.3.3 Compliance with OWNER's business ethics expectations

44.3.4 Compliance with Contract provisions regarding the pricing of change orders

44.3.5 Accuracy of CONTRACTOR representations regarding the pricing of invoices

44.3.6 Accuracy of CONTRACTOR representations related to claims submitted by the CONTRACTOR or any of his payees.

44.4 CONTRACTOR shall require all payees (examples of payees include Subcontractors, material suppliers, insurance carriers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between CONTRACTOR and payee. CONTRACTOR will ensure that all payees (including those entering into lump sum contracts) have the same right to audit provisions contained in this contract.

44.5 OWNER's authorized preventative or designee shall have reasonable access to the C ONTRACTOR's facilities, shall be allowed to interview all current or former employee's to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this article.

44.6 If an audit, inspection, or examination, in accordance with this article, discloses overpricing or overcharges, of any nature, by the CONTRACTOR to the OWNER in excess of one percent (1%) of the total Contract billed to date, in addition to making adjustments for the overcharges, all reasonable cost of the OWNER's audit shall be reimbursed to the OWNER by the CONTRACTOR. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records, shall be made within a

reasonable amount of time, not to exceed 90 days, from presentation of OWNER's findings to CONTRACTOR.

GC-45 INDEMNITY

45.1 Hold Harmless Agreement. In addition to its agreement to obtain and maintain the insurance as set forth herein, CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all suits, actions, legal, or administrative proceedings, claims, damages, demands, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature, including without limitation, those arising out of injury to, or death of, CONTRACTOR's employees, officers, agents or any subconsultant/Subcontractors' officers, agents or employees, whether arising before or after the completion of work, which allegedly arises out of any act or omission of the CONTRACTOR or any subconsultant/Subcontractor employed by the CONTRACTOR or any of the CONTRACTORS' and/or subconsultants'/Subcontractors' officers, agents or employees, whether active or passive. This defense, indemnification, and hold harmless agreement shall also apply to any and all claims which result from any condition created or maintained by the CONTRACTOR or any Subcontractor employed by CONTRACTOR, or any of the CONTRACTORS' and/or Subcontractors' officers, agents or employees, of which condition was not specified to be created or maintained by this Contract. The CONTRATOR further agrees that its agreement to defend, indemnify and hold harmless the CITY, its officers, agents and employees shall not be limited to the limits of the liability insurance under this Contract and the attached specifications. However, CONTRACTOR shall not be required to indemnify the CITY, its officers, agents, and employees for any claims resulting from the sole negligence or willful misconduct of the CITY, or any other party released, indemnified, or held harmless pursuant to this Contract. This paragraph shall survive any termination or expiration of this Contract.

45.2 Negligence and Waiver. CONTRACTOR's aforesaid release, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnity by an industrial insurance or workers' compensation statute. CONTRACTOR further agrees that this Contract to indemnify and hold harmless the parties released shall not be limited to the limits or terms of the liability insurance, if any required under this Contract and/or otherwise maintained by the CONTRATOR. This indemnity provision shall survive any termination or expiration of this Contract.

GC-46 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

46.1 Indemnification and Substitution. CONTRACTOR hereby indemnifies and shall defend and hold harmless CITY, and its officers, agents, employees and its authorized representatives from and against any and all claims, actions, losses, damages, and expenses, including attorneys' fees, arising from any claim, whether rightful or otherwise, that any concept, product, design, equipment, material, process, copyrighted material or confidential information, or any part thereof, furnished by CONTRACTOR under this Contract constitutes an infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such conept, product, design, equipment, material, process, copyrighted material or confidential information

is limited or prohibited, CONTRACTOR shall, at its sole expense, procure the necessary licenses to use the infringing or a modified but non-infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with CITY's prior written approval, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material or confidential information; provided however,

46.1.1 That any such substituted or modified concepts, products, designs, equipment, material, processes, copyrighted material or confidential information shall meet all the requirements and be subject to all the provisions of this Contract; and

46.1.2 That such replacement or modification shall not modify or relieve CONTRACTOR of its obligations under this Contract.

46.2 Exclusion if Furnished. The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material or confidential information the detailed design of which (excluding rating and/or performance specifications) has been furnished in writing by the CITY to CONTRACTOR.

GC-47 NON-WAIVER

Failure by CITY or its designated representatives to insist upon strict performance of any terms or conditions of this Contract; failure to delay to exercise any rights or remedies provided herein or by law; failure to properly notify CONTRACTOR in the event of breach; the acceptance of, or payment for, any goods or services hereunder; the review or failure to review designs shall not release CONTRACTOR from any of the warranties or obligations of this Contract and shall not be deemed a waiver of any right of CITY to insist upon strict performance hereof.

GC-48 ARCHAEOLOGICAL AND HISTORICAL FINDINGS

48.1 No Known Significance. To the best of the knowledge of CITY, the Jobsite is not within any property, district, or site, and does not contain any building, structure or object listed in the current National Register of Historic Places published by the United States Department of Interior.

48.2 Stop Work. Should the CONTRACTOR encounter, during its operations, any building, part of a building, structure, or object, which is incongruous with its surroundings, which might be considered to be of archaeological or historical interest, CONTRACTOR shall immediately cease operations in that location and notify the ENGINEER in writing. The ENGINEER will investigate and will direct the CONTRACTOR either to resume its operations or to suspend operations in accordance with the Clause titled "SUSPENSION OF WORK".

GC-49 EXPLOSIVES

49.1 Transport of Explosives. Explosives shall be transported to the Jobsite only when required to perform the Work under this Contract and with prior notice to, and written approval of, CITY. CONTRACTOR shall be responsible for properly purchasing, transporting, storing, safeguarding, handling and using explosives required to perform the Work under this Contract.

CONTRACTOR shall employ competent and qualified personnel for the use of explosives and, notwithstanding any other provision in this Contract to the contrary, shall assume full responsibilities for the cost of any incidental or consequential damages caused by the improper use of explosives. Residual surplus explosives shall be promptly removed from the Jobsite and properly disposed of by CONTRACTOR.

49.2 Notice of Detonation. CONTRACTOR shall notify ENGINEER in writing no less than forty-eight (48) hours in advance of each intended detonation of explosives. CONTRACTOR shall submit a comprehensive blasting plan for each intended use of explosives to ENGINEER for approval. The plan shall describe drilling plans and patterns, types and amounts of explosives, and methods. Safety and storage considerations shall also be included.

GC-50 DRUGS, ALCOHOL, AND WEAPONS

50.1 Policy. CONTRACTOR's personnel shall not bring onto the Jobsite, or any other location where the provisions of this Contract apply:

50.1.1 Any firearm of whatsoever nature, knife with a blade exceeding four (4) inches (100 millimeters) in length or any other object which in the sole judgment of ENGINEER is determined to be a potential weapon.

50.1.2 Alcoholic beverages of any nature.

50.1.3 Illegal or CITY prohibited non-prescription drugs of any nature without exception.

50.2 Violations. CONTRACTOR shall abide by and enforce the requirements of this Clause to include the immediate removal from the Work under this Contract, of any employee who has violated the requirements of this Clause or who ENGINEER, in his sole judgment, determines has violated the requirements of this Clause.

GC-51 ESCROW DOCUMENTS

51.1 Generally. The Escrow Bid Documents constitute all documents generated by CONTRACTOR (or its subcontractors, if applicable) in preparation of its Bid for this project. CONTRACTOR was required to submit one complete set of its Escrow Bid Documents to the CITY to be held in the CITY's secured vault located within the Department of Procurement ("escrow"). Such Escrow Bid Documents shall remain in escrow for the duration of the Contract. Nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

If the CONTRACTOR subcontracts any part of the Work, the Escrow Bid Documents must include the documents of each subcontractor whose total subcontract price exceeds five percent (5%) or Five Hundred Thousand ($500,000) Dollars, whichever is less, of the total Contract price. Such documents must be filed in the same manner and at the same time as the CONTRACTOR's Escrow Bid Documents and shall remain in escrow for the duration of the Contract. CITY retains the right to require the CONTRACTOR to submit Escrow Bid Documents from any other subcontractor.

An Escrow Bid Documents Certificate ("Certificate") must accompany the Escrow Bid Documents at the time they are placed in escrow. The Certificate must be signed by an individual authorized by the CONTRACTOR to execute the bid proposal who must represent and warrant (1) that the material in the Escrow Bid Documents constitutes all the documents used in preparation of the Bid, (2) that he or she has personally examined the contents of the Escrow Bid Documents container, (3) that the documents in the container are accurate and complete, and (4) that no other Bid preparation information shall be considered in resolving disputes.

51.2 Format and Contents. CONTRACTOR may submit Escrow Bid Documents in their usual cost-estimating format. The Escrow Bid Documents shall be in English.

The Escrow Bid Documents must clearly itemize the estimated costs of performing the Work of each Bid item contained in the Bid schedule. Bid items should be separated into sub-items as required to present a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from subcontractors and suppliers, and memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the CONTRACTOR to arrive at the prices contained in its Bid. Estimated costs should be broken down into the CONTRACTOR's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract cost as appropriate. Plant and equipment and indirect costs should be detailed in the CONTRACTOR's usual format. The CONTRACTOR's allocation of plant and equipment, indirect costs, contingencies, markup and other items to each Bid item shall be included.
All costs shall be identified. For Bid items amounting to less than Ten Thousand ($10,000) Dollars, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

Bid Documents provided by the CITY should not be included in the Escrow Bid Documents unless needed to comply with the requirements of this specification.

51.3 Purpose. Escrow Bid Documents will be used to assist in the negotiation of price adjustments, change orders, settlement of disputes, claims and litigation against the CITY related to the Contract. They will not be used for pre-award evaluation of the CONTRACTOR's anticipated methods of construction or to assess the CONTRACTOR's qualifications for performing the Work.

51.4 Examination. The Escrow Bid Documents shall be examined by the CITY and the CONTRACTOR (or designated representative) at any time deemed necessary by the CITY or the CONTRACTOR, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes, claims and litigation related to this Contract.

Examination of the Escrow Bid Documents is subject to the following conditions:

> **51.4.1** The Escrow Bid Documents are proprietary and confidential regarding any "trade secrets." (See Confidentiality and Georgia Open Records Act section below.)

51.4.2 The CITY and CONTRACTOR may each designate one or more representatives in writing which shall be provided to the other party at least ten (10) days prior to any scheduled examination. Such representatives may be authorized to examine the Escrow Bid Documents on behalf of their respective principal. No other person shall have access to the Escrow Bid Documents.

51.5 Ownership. The Escrow Bid Documents are and shall remain the property of the CONTRACTOR, subject only to joint review by the CITY and the CONTRACTOR, as provided herein.

51.6 Confidentiality and Georgia Open Records Act. The CITY acknowledges that the Escrow Bid Documents may contain information that the CONTRACTOR, or its Subcontractor(s), considers "trade secret," as that term is defined in O.C.G.A. § 10-1-761. Information provided to the City is subject to disclosure under the Georgia Open Records Act. Pursuant to O.C.G.A. § 50-18-72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."

51.7 Final Disposition. The Escrow Bid Documents will be returned to the CONTRACTOR at such time as the Contract has been completed and final settlement has been achieved.

GC-52 MISCELLANEOUS

52.1 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provisions shall be deemed omitted and shall not affect the validity of other provisions of this Agreement.

52.2 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

52.3 No Drafting Presumption. No resumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Agreement.

52.4 Survival. Any provision of this Agreement which contemplates performance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Agreement.

52.5 Third Party Beneficiaries. This Agreement is not intended, expressly, or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

52.6 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to, and not in lieu of, any other remedies available under Applicable Law, in equity or otherwise.

52.7 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This

Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that CITY is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

52.8 Unauthorized Goods or Services. CONTRACTOR acknowledges that this Agreement and any changes to it by amendment, modification, change order, or other similar document may have required, or may require, the legislative authorization of the CITY's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the CITY's ability to assume contractual obligations and the consequences of Service Provider'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 Service Provider may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the CITY under a contract that has not received proper legislative authorization, or if Service Provider 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 Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the CITY, and it waives 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.

EXHIBIT B

CONSTRUCTION SPECIAL CONDITIONS

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
EXHIBIT "B" CONSTRUCTION CONTRACT SPECIAL CONDITIONS
FC-8314, DOMESTIC CV & TAXI HOLD LOT RELOCATION

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SC-01 DEFINITIONS

AASHTO means The American Association of State Highway and Transportation Officials, the successor association to AASHO.

Access Road means the right-of-way; the roadway and all improvements constructed thereon connecting the airport to a public highway.

AIP means Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

Air Operations Area (AOA) means for the purpose of these specifications, the term Air Operations Area shall mean an area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An Air Operation Area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

Airside means the area of the Airport consisting of the airfield, aircraft parking ramps and other areas requiring a special Airport Security Identification badge to gain legal access. The general public does not have access to this area.

ASTM means The American Society for Testing and Materials.

Central Passenger Terminal Complex (CPTC) means the facilities at the Airport consisting of the North Terminal, South Terminal, Terminal Atrium, Concourses T, A, B, C, D, E, and F, and Airfield (active Runways and Taxiways).

Contract Line Item means a discretely priced portion of Work identified in the Exhibit titled "QUANTITIES, PRICING AND DATA FORMS."

Contract Schedule means the Work execution schedule developed and approved pursuant to the Exhibit titled "SCHEDULE REQUIREMENTS."

Drainage System means the system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted through the airport area.

H-JDP means Hartsfield-Jackson Development Program – H-JAIA development plan that includes major efficiencies/capacity projects associated with the Master Plan and replacement/upgrade/maintenance projects associated with the existing facility.

Landside means all areas outside the Airside, but still located on the Airport.

Large Hub Airport means an airport that enplanes more than one percent of the nation's passengers annually.

Lighting means a system of fixtures providing or controlling the light sources used on or near the Airport or within the Airport buildings. The field lighting includes all luminous signals, markers, floodlights, and

illuminating devices used on or near the Airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the Airport surface.

MARTA means Metropolitan Atlanta Rapid Transit Authority.

Pavement means the combined surface course, base course, and sub base course, if any, considered as a single unit.

PROPONENT means the legal entity proposing, its/their respective directors, officers, partners, joint venture, employees, agents, representatives, permitted assigns and successors, presented to the CITY for approval to perform specific work in accordance with the Scope of Work defined in this Request for Proposal.

Secured Area means the area located within the SIDA surrounding the terminal or concourses primarily used for parking / servicing aircraft.

SIDA means the Security Identification Display Area.

Sterile Area means the area located within the terminal and concourses that require passage through a TSA checkpoint to access.

Structures means Airport facilities such as bridges; culverts; catch basins; inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features of the Airport that may be encountered in the work and not otherwise classified herein.

Subgrade means the soil which forms the pavement foundation.

Taxiway means for the purpose of this document, the portion of the air operations area of an Airport that has been designated by Airport for movement of aircraft to and from the Airport's runways or aircraft parking areas.

TSA means the Transportation Security Administration.

Utility Contracting means undertaking to construct, erect, alter, or repair or have constructed, erected, altered, or repaired any utility system in which the cost of the utility system work exceeds one hundred thousand dollars ($100,000.00).

Utility Contractor means a sole proprietorship, partnership, or corporation, which is engaged in utility contracting under express or implied contract or which bids for, offers to perform, purport to have the capacity to perform or does perform utility contracting under express or implied contract.

Utility Foreman means any individual who is employed by a licensed CONTRACTOR to have oversight and charge of the construction, erection, alteration, or repair of utility systems.

Utility Manager means any individual who is employed by a utility CONTRACTOR to have oversight and charge of the construction, erection, alteration, or repair of utility systems.

SC-02 COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK

2.1 Commencement. CONTRACTOR shall commence Work according to the accepted schedule following written Notice to Proceed from CITY, but in no event later than ten (10) calendar days thereafter. CONTRACTOR acknowledges that construction cannot begin until the Safety, Traffic Control, Security and Quality Control plans and required submittals are approved and that the development and submittal of CONTRACTOR submittals prior to the Contract being fully executed and Notice to Proceed issued is at CONTRACTOR's risk. Prior to any actual construction being performed, there shall be a Pre-Construction Conference to discuss details of execution.

2.2 Intermediate Milestones. CONTRACTOR shall complete the following intermediate milestones under this Contract:

NO.	CONTRACT MILESTONES
1.	CONTRACTOR shall achieve Substantial Completion of the entire project on or before **Three Hundred and Thirty (330) Calendar Days from Notice to Proceed,** which includes the Contractor vacating the secondary staging area. Please refer to Drawing G 03.03.1.
2.	CONTRACTOR shall achieve Substantial Completion of the Hertz Deck Demolition on or before **One hundred (100) Calendar Days from Notice to Proceed**.
3.	CONTRACTOR shall provide O&M manuals, warranties and As-Builts within **Sixty (60) calendar days** from the date of substantial completion of the entire project.

2.3 Substantial Completion. CONTRACTOR shall achieve Substantial Completion as identified in this exhibit under section 2.2-Intermediate Milestones. This performance period is inclusive of the time required to gain approval for the Safety and Security plans which may require as many as 30 calendar days for review and approval. CONTRACTOR acknowledges that CITY has purchased the entirety of the performance period. CONTRACTOR's schedule may indicate an earlier Substantial Completion date than required by CITY; however, CONTRACTOR is not entitled to any additional compensation should delays occur until the delays exceed the performance period indicated above.

2.4 Advance Information. CONTRACTOR shall give ENGINEER full information in advance in writing as to its plans for performing each part of the Work. If at any time, CONTRACTOR's actual progress is inadequate to meet the requirements of this Contract, ENGINEER may notify CONTRACTOR to take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by ENGINEER, CONTRACTOR does not improve performance to meet the Contract Milestones set forth above, ENGINEER may require an increase in CONTRACTOR's labor force, the number of shifts, overtime operations, additional days of Work construction plant and equipment, all without additional cost to CITY. Neither such notice, nor ENGINEER's failure to issue such notice, shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by this Contract.

2.5 Noncompliance with ENGINEER's Instructions. Noncompliance with ENGINEER's instructions shall be grounds for ENGINEER's determination that CONTRACTOR is not prosecuting the Work with such diligence as will assure completion within the time specified. Upon such determination, CITY may terminate this Contract pursuant to the Clause titled "TERMINATION FOR DEFAULT."

SC-03 LIQUIDATED DAMAGES

3.1 Estimated Liquidated Damages. The parties hereby agree that the damages which CITY to determine with certainty and, therefore, have in good faith estimated as fair compensation, the Liquidated Damages as set forth below. If CONTRACTOR fails to deliver the equipment or materials or perform the services within the times specified in this Contract for the established Milestones & Substantial Completion, or any extensions granted in writing, the CONTRACTOR shall pay to CITY as fixed, agreed, and Liquidated Damages for each calendar day of delay the sum(s) specified below, which amounts shall be independently calculated as follows:

NO.	BASE BID CONTRACT MILESTONES	LIQUIDATED DAMAGES
1.	CONTRACTOR shall achieve Substantial Completion on the entire project on or before **Three Hundred and Thirty (330) Calendar Days from Notice to Proceed,** which includes the Contractor vacating the secondary staging area. Please refer to **Drawing G 03.03.1**.	Two Thousand Dollars and Zero Cents ($2,000.00) per calendar day.
2.	CONTRACTOR shall achieve Substantial Completion of the Hertz Deck Demolition on or before **One hundred (100) Calendar Days from Notice to Proceed**.	Two Thousand Dollars and Zero Cents ($2,000.00) per calendar day.
3.	CONTRACTOR shall be assessed liquidated damages in the event that the Contractor fails to properly complete the LEED paperwork and submittal documentation required in the Contract documents to a level that generates approval by the project's GBCI LEED review and results in full points being achieved, as identified in the Specification 01 81 13 LEED Scorecard, for the following LEED pre-requisites and credits: • SSp1 Construction Activity Pollution Prevention • EAp1 Fundamental Commissioning of the Building Energy Systems • EAc3 Enhanced Commissioning • EAc6 Green Power • IEQc3.1 Construction IAQ Management Plan: During Construction	Two Hundred and Fifty Thousand Dollars and Zero Cents ($250,000.00).

	• IEQc3.2 Construction IAQ Management Plan: Before Occupancy • MRc2 Construction Waste Management • MRc4 Recycled Content • MRc5 Regional Materials • MRc7 Certified Wood • IEQc4.1 Low-Emitting Materials: Sealants and Adhesives • IEQc4.2 Low-Emitting Materials: Paints and Coatings • IEQc4.3 Low-Emitting Materials: Flooring Systems • IEQc4.4: Low Emitting Materials: Composite Wood & Agrifiber Products Composite Wood & Agrifiber Products	
4.	CONTRACTOR shall provide O&M manuals, warranties and As-Builts within **Sixty (60)** calendar days from the date of substantial completion of the entire project.	Five Hundred Dollars and Zero Cents ($500.00) per calendar day.

3.2 Application of Liquidated Damages not a Change. The application of Liquidated Damages shall not effect a change in the Contract milestone or relieve CONTRACTOR of its obligation to improve its progress, pursuant to the Clause titled "COMMENCEMENT, PROGRESS, AND COMPLETION OF THE WORK," to achieve, or to mitigate the failure to achieve, the Contract milestone date or stated area reopening.

3.3 Payment of Liquidated Damages. Payments of Liquidated Damages shall become due immediately upon failure to achieve Contract milestones. CITY shall be entitled to withhold from payments due, offset against other obligations, deduct from retainage, and draw down on letter(s) of credit or performance securities any and all Liquidated Damages due from CONTRACTOR.

3.4 No Restriction of Rights and Remedies. Nothing in this Clause shall operate to restrict any other rights and remedies available to CITY at law or under this Contract.

SC-04 CONTRACT ADMINISTRATION

CONTRACTOR agrees to utilize forms, reports and formats for information furnished by the ENGINEER in conjunction with the execution of work under this Contract.

4.1 Preconstruction Conference. After the award of the Contract and prior to commencement of the Work, a preconstruction conference between the CITY and the CONTRACTOR will be held. The time and place of the meeting will be established by the CITY. All involved parties shall be prepared to discuss any issues or concerns with the execution of the Work.

4.2 Coordination and Progress Meetings. The CONTRACTOR and any requested subcontractors and suppliers shall participate in weekly meetings with the ENGINEER to review and status construction progress and discuss scheduling changes, as required. The time and place for the meetings will be established by the ENGINEER. From time to time, and at the discretion of the ENGINEER, the frequency of such meetings may be lessened or increased, based on the issues and progress at hand. Each Contractor involved shall assume all liability, financial or otherwise, in connection with its contract and shall protect and save harmless CITY from any and all damages that may arise because of inconvenience, delays, or loss experienced by it due to coordination of the Work on the Project and the CITY's other CONTRACTORS. CITY does not warrant or guarantee the coordination of the Work of the CITY's CONTRACTORS nor does the CITY warrant or guarantee the represented completion dates for any contract.

SC-05 CITY FURNISHED DRAWINGS AND SPECIFICATIONS

5.1 CITY will Furnish. CITY will furnish specifications and prints of engineering design drawings for each part of the Work under this Contract. Such drawings will give information required for the preparation of shop detail drawings by CONTRACTOR. CONTRACTOR shall, immediately upon receipt thereof, check all specifications and drawings furnished and shall promptly notify ENGINEER in writing of any omissions or discrepancies in such specifications or drawings.

5.1.1 Two (2) copies of all specifications, one (1) full size and two (2) half-size prints of drawings will be furnished to CONTRACTOR without charge. The CONTRACTOR shall also be provided, on compact disc, the drawings and specifications in electronic portable document format (PDF) for CONTRACTOR's use.

5.3 Drawings at the Jobsite. CONTRACTOR shall maintain one complete and current set of all Contract Documents available at the Jobsite at all times, including designer-reviewed CONTRACTOR drawings.

SC-06 CITY FURNISHED FACILITIES, MATERIALS

Facilities. The facility listed below will be furnished by CITY and shall be used by CONTRACTOR for this project only.

6.1 Use Charges. NONE

6.2 Temporary Facilities. Contractor shall be provided a temporary staging area as shown on the drawings. Contractor shall restore the area to its original condition or improved at the end of the project.

6.3 Use of Premises.

6.3.1 In general, the CONTRACTOR shall have limited use of the premises for construction operations as indicated on Contract Documents.

6.3.2 The CONTRACTOR shall limit use of premises to work areas indicated on Contract Documents. Do not disturb portions of the Project Site beyond areas in which work is indicated.

6.3.3 Any shutdown of Airport equipment or systems shall require a 7-day advance notice to the Airport.

6.3.4 For Electrical Work/Temporary Power, the CONTRACTOR shall coordinate temporary power needs by the CONTRACTOR, such as Electric Welding Machines, with the Airport representative in establishing power service point locations. The CONTRACTOR shall provide all equipment and installation to provide the temporary power needs.

6.3.5 CONTRACTOR shall manage premises to maintain a neat, orderly, and clean appearance. CONTRACTOR shall regularly mow along Airport roadways. CONTRACTOR shall comply with any directive of the ENGINEER to remedy conditions of unclean or disorderly appearance within the Work area.

6.4 Owner Furnished Materials. NONE

SC-07 CONTRACTOR FURNISHED DRAWING, DATA, AND SAMPLES

7.1 Drawings, Data, and Samples by CONTRACTOR. When drawings, samples, certificates and data are required by the Contract Documents or good engineering and construction practices, CONTRACTOR shall prepare and submit them to ENGINEER for DOA review. CONTRACTOR shall allow a minimum of twenty-one (21) calendar days for ENGINEER's review. CONTRACTOR shall prepare and submit to the ENGINEER a submittal schedule, at the same time the Contract Schedule is submitted. Such schedule shall incorporate all of the required and specified submittals, including, but not limited to, drawings, samples, and data. The submittal schedule shall identify each item together with dates for submission of each for review. The CONTRACTOR shall maintain consistency and logic between the submittal schedule and the Contract schedule.

7.2 ENGINEER Review. ENGINEER review and permission to proceed does not constitute acceptance or approval of submittal including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by CONTRACTOR and does not relieve CONTRACTOR from full compliance with the Contract requirements.

7.3 Shop Drawings.

7.3.1 Description.

7.3.1.1 Original drawings, prepared by CONTRACTOR Subcontractors, suppliers or distributors, which illustrate the Work; showing fabrication, layout, setting or erection details.

7.3.1.2 Prepared by a qualified detailer.

7.3.1.3 Identify details by reference to sheet and detail numbers shown on contract drawings.

7.3.1.4 Maximum sheet sized: 24 inches x 36 inches

7.3.1.5 Reproductions for submittals: bond or black and white prints.

7.3.1.6 Shop drawings for structural details, false work and for temporary shoring shall be prepared by (or performed under the supervision of) a Georgia licensed P.E. (provided by CONTRACTOR) who shall sign and seal each shop drawing submitted.

7.4 Product Data.

7.4.1 Manufacturer's Standard Schematic Drawings.

7.4.1.1 Modify drawings to delete information that is not applicable to Project.

7.4.1.2 Supplement standard information to provide additional information applicable to Project.

7.4.1.3 Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.

7.4.1.3.1 Clearly, mark each copy to identify pertinent materials of products.

7.4.1.3.2 Show dimensions and clearances required.

7.4.1.3.3 Show performance characteristics and capacities.

7.5 Samples.

7.5.1 Physical examples. To illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.

7.5.2 Office Samples. Of sufficient size and quantity to clearly illustrate specified requirements.

7.5.3 Functional Characteristics. Of product or material, with integrally related parts and attachment devices.

7.6 CONTRACTOR's Responsibilities.

7.6.1 Review and approve shop drawings, product data, and samples prior to submission. Shop drawings that have not been reviewed by CONTRACTOR will be automatically returned to CONTRACTOR.

7.6.2 Verify:

7.6.2.1 Field Measurement, Dimensions, and Existing Elevations

7.6.2.2 Field Construction Criteria

7.6.2.3 Catalog Numbers and Similar Data

7.6.3 Coordinate each submittal with requirements of Work and of Contract documents.

7.6.4 CONTRACTOR's responsibility for errors and omissions in submittals is not relieved by ENGINEER's review of submittals.

7.6.5 CONTRACTOR's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by ENGINEER's review of submittals, unless ENGINEER gives written acceptance of specific deviations.

7.6.6 Notify ENGINEER in writing at time of submission of deviations in submittals from requirements of Contract Documents.

7.6.7 Perform no work, which requires submittals until the return of submittals with ENGINEER's signature indicating a Code 1 or Code 2 review status (See "Code Notation")

7.6.8 After ENGINEER's review, distribute copies.

7.7 Submission Requirements.

7.7.1 The shop drawings shall be submitted in sufficient time to allow discussion and correction prior to beginning the Work. Work shall not be performed, nor materials ordered, prior to the review of the drawing except at CONTRACTOR's risk.

7.7.2 Submit one (1) electronic copy or six (6) hard copies of all product data and shop drawings excluding shop drawings that require the actual drawing be stamped. Submittals will be returned electronically, excluding shop drawings, that require the actual drawing be stamped.

7.7.3 Accompany submittals with transmittal letter, in duplicate containing:

7.7.3.1 Date;

7.7.3.2 Project title and number;

7.7.3.3 CONTRACTOR's name and address;

7.7.3.4 The number of each shop drawing product data and sample submitted;

7.7.3.5 Notification of deviations from contract documents; and

7.7.3.6 Other pertinent data.

7.7.4 Telephone communications or fax transmittals by CONTRACTOR requesting the review and/or approval of CONTRACTOR's submittal will not be accepted by ENGINEER.

7.7.5 Submittals shall include:

7.7.5.1 Data and revision dates;

7.7.5.2 Project title and number;

7.7.5.3 The name of:

8.7.5.3.1 The Engineer responsible for the submittal

7.7.5.3.2 CONTRACTOR;

7.7.5.3.3 Subcontractor;

7.7.5.3.4 Supplier;

7.7.5.3.5 Manufacturer; and

7.7.5.3.6 Separate detailer, when applicable.

7.7.6 Identification of product or material

7.7.7 Relation to adjacent structure or materials;

7.7.8 Field dimensions clearly identified as such;
7.7.9 Specification section number;
7.7.10 Applicable standards, such as ASTM number of Federal Specification;

7.7.11 A blank space, 5 inches x 5 inches for ENGINEER's stamp;

7.7.12 Identification of deviations from Contract documents; and

7.7.13 CONTRACTOR's stamp, initialed or signed, certifying to a review of the submittal, verification of field measurements and compliance with Contract documents.

7.8 Code Notation.

7.8.1 No exceptions taken (Code 1).

7.8.2 Make Corrections Noted. Work may proceed subject to incorporation of noted corrections (Code 2). Contractor must resolve the comments indicated and resubmit to obtain a Code 1 Notation prior to Completion of the affected work.

7.8.3 Amend and Resubmit. Work may not proceed; revise and re-submit (Code 3).

7.8.4 Rejected – See Remarks. Work is not acceptable; Work may not proceed (Code 4).

7.9 Resubmission Requirements of Shop Drawings.

7.9.1 Revise initial drawings as required and resubmit as specified for initial submittal.

7.9.2 Indicate on drawings any changes which have been made other than those requested by ENGINEER.

7.9.3 Product Data and Samples. Submit new data and samples in the same manner as required for initial submittals.

7.9.4 Labeling of Samples. Each sample shall bear a label showing CONTRACTOR's name, Project name, Contract number, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number; all as applicable.

7.10 Distribution of Submittals After Review.

7.10.1 Distribute copies of shop drawings and product data which carry ENGINEER's stamp to:

ENGINEER – six (6) copies
Others as required

7.10.2 Distribute samples as directed.

7.10.3 Disposition of Samples. Samples which have been reviewed may, at ENGINEER's sole discretion, be returned to CONTRACTOR or retained.

7.11 Certificates and Data. Where certificates are required, four (4) copies of each certificate shall be submitted by, and at the expense, of CONTRACTOR. Submittal shall be made not less than fifteen (15) calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the Work.

7.12 Certificates to Identify. Certificates shall clearly identify the material being certified and shall include but not be limited to, the following information: CONTRACTOR's name, Project name, contract number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number; all as applicable.

7.13 CITY's Rights in Data. CITY shall have an irrevocable unrestricted royalty-free license to use all reports, Information, data, plans, drawings, specifications, computer programs, technical reports, operating manuals or other similar work products developed by CONTRACTOR and paid for by CITY under this Contract, or any other documents procured by, given to, prepared by, or assembled by CONTRACTOR under this Contract.

SC-08 KEY PERSONNEL

8.1 CONTRACTOR shall not reassign, or remove, the key personnel listed below without the prior written authorization of CITY:

NAME	TITLE / POSITION
TBD	Project Manager
TBD	Safety Manager
TBD	Superintendent
TBD	Quality Control Manager
TBD	LEED Certified Coordinator

8.2 In addition to requirements elsewhere in the contract, Project Manager shall have the following experience and qualifications:

8.2.1 Contract administration and interpretation;
8.2.2 Writing ability and computer skills needed to prepare correspondence and documents related to assigned project;
8.2.3 Coordination of communications, approvals, notifications, and record keeping related to changes in the assigned work;
8.2.4 Ability to establish, interpret, and update schedules and records of all correspondence related to contract activity; and
8.2.5 Good understanding of diversity participation requirements.

Qualification skills may be supplemented by a Construction Administrator or Subconsultant as needed. Resume shall be required.

8.3 The Contractor shall engage an experienced LEED-Accredited Professional to coordinate construction activity LEED requirements. This LEED Coordinator must be a LEED accredited professional (LEED-AP) with active experience participating in at least 2 prior LEED projects that have achieved formal certification within the past 5 years. This individual may be either employee of or consultant to General Contractor and shall also serve as waste management coordinator.

SC-09 ESSENTIAL SUBCONTRACTORS

9.1 The following designated Subcontractors, submitted during the bid process on "FORM B, Essential Subcontractor Qualification Statement" of the Exhibit titled "QUANTITIES, PRICING AND DATA FORMS," are deemed to be essential by the CITY to the execution of this Contract. These Essential Subcontractors may not be removed or substituted by the CONTRACTOR without proper written notice with justification and approval by the CITY.

Company Names	Scope of Subcontracted Services
TBD	Hertz Deck Demolition
TBD	Masonry

9.2 Consent of CITY for Subcontracts. CONTRACTOR shall submit to the CITY a list of any third parties for the performance of all or any portion of the work within fifteen (15) calendar days from Notice to Proceed date for informational purposes. Those Subcontractors designated as essential in the Clause titled "ESSENTIAL SUBCONTRACTORS" need not be resubmitted.

SC-10 ADDRESSES

For all notices, demands, consents, approvals and requests to CITY, the address will be:

City of Atlanta Department of Aviation
1255 South Loop Road
Hartsfield-Jackson Atlanta International Airport
College Park, Georgia 30337

Facsimile (404) 209-1190
Attention: Aviation Assistant General Manager – Planning and Development

With a copy to:

City of Atlanta Department of Aviation
P.O. Box 20509
Hartsfield-Jackson Atlanta International Airport
Atlanta, Georgia 30320
Facsimile (404) 520-6803
Attention: Aviation General Manager

Department of Procurement
City of Atlanta
55 Trinity Avenue S.W.
City Hall South, Suite 1900
Atlanta, GA 30303-0307
Attention: Chief Procurement Officer

Hartsfield-Jackson Development Program
1255 South Loop Road
College Park, GA 30337
Facsimile (404) 684-8973
Attention: Resident Engineer

SC-11 MEASUREMENT FOR PAYMENT

11.1 Lump Sum Items. To establish a basis for payment against Lump Sum items set forth in the Exhibit titled QUANTITIES, PRICING AND DATA FORMS," CONTRACTOR shall, within ten (10) calendar days after Notice to Proceed, provide a Schedule of Values which proposes:

11.1.1 A reasonable number of measurable interim tasks required to accomplish each lump sum item; and

11.1.3 An allocation of the price to each task with reasonable relationship to the costs incurred in its accomplishment.

11.2 Schedule of Values. ENGINEER shall review CONTRACTOR's Schedule of Values, determine the appropriate tasks and values for progress payments and so advise CONTRACTOR in writing. The Schedule of Values shall be reconcilable to the Project Schedule.

11.3 Payment for Materials on Hand. Partial monthly estimates may include delivered cost of materials to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to the CITY. Such delivered costs of stored or stockpiled materials may be included in the monthly estimates after the following conditions are met:

11.3.1 The material has been stored or stockpiled in a manner acceptable to the ENGINEER at, or on, an approved site. The CITY reserves the right to inspect.

11.3.2 The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

11.3.3 The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.

11.3.4 The CONTRACTOR has furnished the CITY legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

11.3.5 The CONTRACTOR has furnished the CITY evidence that the material stored or stockpiled is insured against loss by damage or disappearance at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the CITY's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of its responsibilities for furnishing and placing such materials in accordance with the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the Contract item where such materials will be utilized.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

11.4 Surveys to Determine Quantities. CONTRACTOR shall make all surveys necessary for determining all quantities of work to be paid under this Contract. Copies of field notes, computations and other records made by CONTRACTOR for the purpose of determining

quantities shall be furnished to ENGINEER upon request. CONTRACTOR shall notify ENGINEER in writing prior to the time such surveys are made. ENGINEER, at his sole discretion, may witness and verify such surveys. If ENGINEER performs surveys to verify CONTRACTOR surveys which are the basis of payment requests and CONTRACTOR's survey proves to be inaccurate, the cost of verification surveys shall be paid by CONTRACTOR. Measurements and computations shall be made by such methods as ENGINEER may consider appropriate for the class of work measured and the estimate of quantities of work completed shall be compatible with the reporting requirements of the Exhibit titled "SCHEDULE REQUIREMENTS." The dividing limits or lines, between adjacent items or classes of work where not definitely indicated on the drawings or in the specifications shall be as determined by ENGINEER.

SC-12 INVOICING AND PAYMENT

12.1 Submittal of Invoices. CONTRACTOR shall prepare the invoice from the 26th of the month to the 25th of the following month. The invoice must be submitted to the construction manager (CM) on the 5th day of the next month. CONTRACTOR shall meet with the CM, five (5) days prior to submission of the invoice request to verify the quantity of Work in place for progress payment. The CONTRACTOR shall provide the necessary schedule and cost reports for review and agreement of invoiced quantities. Invoices must be entered in the CITY's Online Invoicing System (OLIS).

12.2.1 DOA reserves the right to deduct five percent (5%) from the Contractor's monthly progress payment, separate from Retainage, in the event LEED Construction Pay Application Submittals (as specified in 01 81 13) are incomplete or indicate non-compliance with specified LEED requirements. Monthly payment deductions shall continue until updated information is provided, which reflects current construction status and adheres to specified project performance requirements.

In the event the Contractor's assigned LEED construction documentation is not complete within the LEED Online website and ready to undergo formal LEED certification review within three (3) months following substantial completion of the Work contained within the LEED Project Site Boundary, five percent (5%) will be withheld from the Contractor's monthly progress payment until the online submittal process is complete.

12.2 Retainage. Within thirty (30) calendar days after receipt of a correct invoice, CITY will pay CONTRACTOR ninety percent (90%) of the approved invoice amount. When fifty (50%) percent of the Contract, including change orders and other additions the Contract value provided for by the Contract documents is due, and the manner of completion of the Contract work and its progress are reasonably satisfactory to the CITY, the CITY will not withhold any more retainage. At the discretion of the CITY and with the approval of the CONTRACTOR, the retainage of each Subcontractor may be released separately as the Subcontractor completes its Work. At the CITY's sole discretion and approval of the Surety, CITY may reduce previously retained amounts upon satisfactory completion of remaining Work. If, after discontinuing the retention, the CITY determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the CITY, the CONTRACTOR and Subcontractors shall be entitled to resume withholding retainage accordingly.

The retainage shall be shared by the CONTRACTOR and subcontractors as their interest may appear.

12.2.1 In the event that one or more of the items listed In SC-3, 3.1, Milestone #3, are not approved through the project's GBCI LEED review, it would constitute a failure of this requirement and would permit the Owner to permanently retain the stated amount from the final project retainage payment. Without achievement of these critical requirements, the project will not receive LEED Gold level certification which is a project and contract requirement.

12.3 Releases of all Claims. CITY may, as a condition precedent to any payment, require CONTRACTOR to submit for itself, its Subcontractors, immediate and remote, and all material suppliers, vendors, laborers, and other parties acting through or under it, complete waivers and releases of all claims against CITY arising under or by virtue of this Contract. Upon request, CONTRACTOR shall, in addition, furnish acceptable evidence that all such claims have been satisfied.

12.4 Amounts Withheld. Any amounts otherwise payable under this Contract may be withheld, in whole or in part, if:

12.4.1 Any claims are filed against CONTRACTOR by CITY or third parties arising out of performance of this Contract;

12.4.2 CONTRACTOR is in material default of any Contract condition including, but not limited to, the schedule, quality assurance and health and safety requirements;

12.4.3 CONTRACTOR has not submitted:

12.4.3.1 Schedules as defined in the Exhibit titled "SCHEDULE REQUIREMENTS,"

12.4.3.2 Proper insurance certificates, or not provided proper coverage or proof thereof, and

12.4.3.3 Required Performance and Payment Bonds or CITY approved equivalent securities.

12.4.4 Adjustments are due from previous overpayment or audit result; or

12.4.5 Offsets in favor of CITY in other transactions are asserted.

12.5 Release of Withholdings. CITY will release and pay such withheld amounts if CONTRACTOR:

12.5.1 Has provided As-Built information approved by the ENGINEER.

12.5.2 Pays, satisfies, or discharges any claim of CITY, or third parties against CONTRACTOR; or

12.5.3 Cures all defaults in the performance of this Contract.

12.6 Claims Against CONTRACTOR. If claims filed against CONTRACTOR connected with performance under this Contract, for which CITY may be held liable if unpaid (e.g. unpaid withholding and back taxes), are not promptly removed by CONTRACTOR after receipt of written notice from CITY to do so, CITY may remove such claims and deduct all costs in connection with such removal form withheld payments or other monies due, or which may become due, to CONTRACTOR. If the amount of such withheld payment or other monies due CONTRACTOR under this Contract is insufficient to meet such costs, or if any claim against CONTRACTOR is discharged by CITY after final payment is made, CONTRACTOR and its Surety or sureties, if any, shall promptly pay CITY all costs incurred thereby regardless of when such claim arose, or whether such claim imposed a lien upon the Project or the real property upon which the Project is situated.

12.7 Payment of Final Invoice. CITY shall, within thirty (30) calendar days following Final Acceptance of the Work as a whole and after submittal of a final invoice, pay to CONTRACTOR the amount then remaining due, provided that, CONTRACTOR shall have furnished CITY for itself, its Subcontractors, immediate and remote, and all material suppliers, vendors, laborers, and other parties acting through or under it, waivers and releases of all claims against CITY arising under or by virtue of this Contract, except such claims, if any, as may with the consent of CITY, be specifically excepted by CONTRACTOR from the operation of the release in stated amounts to be set forth therein.

12.8 Final Release of Retainage. Prior to the Final release of Retainage, the CONTRACTOR shall certify to the CITY, in writing, in a form satisfactory to the CITY, that all Subcontractors, materialmen, suppliers, and similar firms or persons involved in the CITY Contract, have been paid in full at the time of Final payment to the CONTRACTOR by the CITY, or will be paid in full utilizing the monies constituting Final payment to CONTRACTOR.

12.9 Payment Does Not Constitute Acceptance. No payments of invoices, or portions thereof, shall at any time constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by CITY of any of the terms of this Contract; however, title to all equipment and materials which has vested in CITY pursuant to the Clause titled 'TITLE AND RISK OF LOSS" shall not be part of CONTRACTOR's property or estate, unless otherwise specified by applicable law, in the event CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of CONTRACTOR's insolvency, or if all or any portion of this Contract is terminated.

12.10 Submittal of Invoices. CONTRACTOR shall submit an original and one (1) copy to:

Hartsfield-Jackson Development Program
Construction Management
Attn: Assigned Resident Engineer (TBD)
1255 South Loop Road
College Park, GA 30337

Reference: PROJECT NUMBER FC-8314 – DOMESTIC CV & TAXI HOLD LOT RELOCATION

12.11 Waiver of Applicability of Prompt Pay Act. CONTRACTOR specifically waives the application to this Contract of Georgia Code Annotated §§ 13-11-1, 13-11-4, 13-11-7, and 13-11-8.

SC-13 WAGE REQUIREMENTS

CONTRACTOR shall pay the prevailing wages as stipulated by the wage scale(s), which is incorporated in the Contract Documents (Section titled "WAGE AND BENEFITS RATES"). Such scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the work.

SC-14 PROJECT CONTINGENCY AND ALLOWANCES

The "Project Contingency" allowance is that sum of money set aside and under the control of the ENGINEER, or his designee, as part of the Project budget which has been designated to pay for scope modifications, unforeseen events, Work items consistent and related to the Contract but not shown on the drawings and/or specifications but necessary for the successful completion of the Work, or emergences during the course of the Project not otherwise contemplated in the Contract. The CITY is solely responsible for the appropriation of these funds. CONTRACTOR shall have no claim to such funds. If the compensation for completing the Contingency work is less than the Contingency amount, the savings shall revert to the CITY. The Work shall be assigned and directed by the ENGINEER, or his designee, in written form. Measurement and payments shall be in accordance with the Clause titled "INVOICING AND PAYMENT" and the Clause titled "PRICING OF ADJUSTMENTS."

The Allowance is that sum of money included in the Total Contract Price that is under the control of the ENGINEER, or his designee, to pay for the scope set out for the allowance item. Once the scope of work for the allowance items is fully defined and issued to the CONTRACTOR, measurement and payments shall be in accordance with the Clause titled "INVOICING AND PAYMENT" and the Clause titled "PRICING OF ADJUSTMENTS." If the compensation for completing the allowance item work is less than the allowance amount, the savings shall revert to the CITY. If the compensation for completing the allowance item work is more than the allowance amount, the CONTRACTOR shall be paid the difference. The difference shall be funded by either the issuance of a Project Contingency or a Change Order. All such allowances shall cover all direct, indirect, and general condition costs of the allowance work and all profit and overhead of the CONTRACTOR for the allowance work.

SC-15 TEMPORARY ACCESS AND HAUL ROADS

15.1 General. CONTRACTOR shall, at its expense, construct and maintain temporary access and haul roads as may be necessary for the proper performance of this Contract. CONTRACTOR shall submit a layout of all proposed roads prior to road construction. The layout shall show widths of roads, direction of traffic, curves, grades, and related information in sufficient detail for review by ENGINEER. Roads constructed on CITY's land or rights-of-way shall be subject to CITY's approval.

15.1.1 The CONTRACTOR's access route to the Project site shall be constructed as shown on drawings.

15.1.2 The location of access and haul routes in the Aircraft Operations Area (AOA), if applicable, are as shown on the drawings. Use of unauthorized haul routes shall not be acceptable.

15.1.3 Roads used by the CONTRACTOR for access or hauling shall be kept clean and accessible to all other Airport traffic for the entire duration of the Project. Haul trucks must be covered and any spillage or debris buildup promptly removed from all haul routes on Airport and public roads. No separate payment shall be made for keeping the roads clear and accessible.

15.1.4 The CONTRACTOR shall control dust and debris from its operation to a level acceptable to the CITY and have on the Project vacuum sweepers, watering trucks, and other equipment necessary to control dust. All methods for controlling dust shall be subject to the CITY's approval. Dust control shall be strictly monitored due to its impact on aircraft safety. Failure to properly control dust, or to respond to any request to do so, will result in construction activities being stopped.

15.1.5 Temporary access and haul road shall be removed at the end of construction and restored to their original condition or improved.

15.1.6 All excess material produced by the CONTRACTOR's operations shall be disposed of off Airport property at an appropriate, licensed construction and demolition disposal facility at no additional cost to the CITY.

SC-16 CONTRACTORS' WORK AREA

16.1 Assignment of Work Areas. All CONTRACTOR work areas on the Jobsite will be assigned by ENGINEER. CONTRACTOR shall confine its operations to the areas so assigned. Should CONTRACTOR find it necessary or advantageous to use any additional offsite area for any purpose whatsoever, CONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional offsite areas.

16.2 Air Operations Area Controls. At all times during the performance of this Contract, CONTRACTOR shall provide for free and unobstructed movement of aircraft in the Air Operations Area (AOA) of the Airport, shall identify all hazards to aircraft and shall provide for the control of personnel and vehicular traffic, all in accordance with Section 16.3 and 16.4. A detailed Traffic Control Plan shall be submitted for approval to the ENGINEER prior to the commencement of any construction activities.

16.3 Operating within Critical Areas. When the Work requires CONTRACTOR to conduct its operations within areas adjacent to active runways, taxiways, aprons, and/or navigational aids, the Work shall be coordinated with CITY and FAA through ENGINEER. CONTRACTOR shall request authorization from ENGINEER forty-eight (48) hours prior to any closure or interference with the Aircraft Operations. While working in the AOA, CONTRACTOR shall maintain constant

communications and with the ENGINEER and shall immediately obey all instructions from the ENGINEER.

16.4 Operating Close to Aircraft. When working in close proximity to aircraft, CONTRACTOR shall:

16.4.1 Yield the right-of-way to aircraft.

16.4.2 Keep the movement of vehicles across active taxiways and aprons to a minimum.

16.4.3 Obtain proper approval from the ENGINEER before allowing any equipment or vehicles to cross an active runway.

16.4.4 Require all operators to maintain a safe and reasonable speed.

16.4.5 Utilize equipment with due regard for existing weather conditions.

16.4.6 Remove, from the Jobsite, any person operating unauthorized vehicles or equipment in a restricted area, or operating vehicles or equipment in a reckless and unreasonable manner.

16.4.7 Keep all trash and debris from taxiways, runways, and ramp areas.

16.4.8 Prohibit all vehicles and equipment from being operated within one hundred sixty (160) feet of the centerline of an active taxiway or within two hundred fifty (250) feet of the centerline of the active runway, except on Airport service roads or with the express consent of ENGINEER.

16.4.9 Immediately cease work and vacate any operations or work area at any time if instructed to do so by ENGINEER. These instructions may be issued by radio or other appropriate means. CONTRACTOR shall not return to a vacated area until authorized by ENGINEER.

16.5 Closing the AOA. When the Work requires closing the AOA, or portion of such area, CONTRACTOR shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of FAA Advisory Circular 150/5370-2F Operational Safety of Airports During Construction. Open-flame type lights shall not be permitted within the AOA.

16.6 Employee Parking. CONTRACTOR shall arrange employee parking outside the AOA and provide its employees transportation into the Jobsite. CONTRACTOR's access point into the AOA shall be as directed by the ENGINEER.

16.7 Storage of Equipment and Materials. Materials shall be so stored as to assure the preservation of their quality and fitness of the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The CONTRACTOR shall coordinate the storage of all materials with the ENGINEER. Materials to be stored on Airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed

movement of aircraft or ground traffic. CONTRACTOR shall not store materials on the AOA without written approval by DOA Airside Operations and the FAA. Unless otherwise shown on the plans, the storage of materials and the location of the CONTRACTOR's plant and parked equipment or vehicles shall be as directed by the ENGINEER. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The CONTRACTOR shall make all arrangements and bear all expenses for the storage of materials on private property. All storage sites on private or airport property shall be restored to their original condition by the CONTRACTOR at his/her entire expense, except as otherwise agreed to (in writing) by the CITY or lessee of the property. CONTRACTOR shall base his bid on no stored materials on the AOA without written approval by DOA Airside Operations and FAA. Such approval may be withheld.

16.7 Material Handling. Contractor's responsibility for materials and plant equipment required for the performance of this Contract shall include:

16.7.1 Receiving and unloading;

16.7.2 Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weather tight enclosures provided by the contractor;

16.7.3 Delivering from storage to construction site all materials and plant equipment as required;

16.7.4 Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Contract.

16.8 Construction Lighting for Night Work. The Contractor shall cooperate with the FAA and the City when aligning his construction floodlights so as not to interfere with aircraft pilots or air traffic controllers' vision. When requested by the City, the Contractor will respond quickly to adjust the lighting as directed.

16.9 Height Restrictions. FAA Regulation for use of cranes and other elevated equipment will be strictly enforced. The Contractor shall be responsible for submitting FAA Form 7460 to the City and obtaining FAA approval prior to Contractor's use of any elevated equipment. Allow a minimum of 45 days for the Form 7460 to process through FAA.

16.10 Protection of Employees. When the project is within the vicinity of large jet aircraft operations the Contractor shall take all precautions necessary to protect his employees, equipment, and work in progress from aircraft noise and jet engine blast.

SC-17 CLEANING UP

17.1 Clean Work Areas. CONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. While working in the AOA, the CONTRACTOR shall keep the areas immediately adjacent to the Jobsite clean at all times. The CONTRACTOR shall sweep adjacent pavement areas at least once daily or as directed by the ENGINEER. If grass within the construction limits exceeds ten (10) inches in height, the CONTRACTOR is responsible for

mowing. CONTRACTOR shall, on a daily basis, remove from the Work area all its equipment and uninstalled materials while maintaining temporary walls and protective barriers to provide a neat and safe area for the public. Upon completion of any portion of the Work, CONTRACTOR shall promptly remove from the Work area all its equipment, construction plant, temporary structures, and surplus materials not to be used at, or near, the same location during later stages of the Work.

17.2 Rubbish and Salvage. Upon completion of the Work and prior to final payment, CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, remove all plant, buildings, equipment, and materials belonging to CONTRACTOR and return to CONTRACTOR's warehouse or Jobsite storage area all salvageable CITY supplied materials. CONTRACTOR shall leave the premises in a neat, clean and safe condition.

17.3 Failure to Comply. In the event of CONTRACTOR's failure to comply with the foregoing requirements, CITY may accomplish same at CONTRACTOR's expense.

17.3 Maintenance. Contractor shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by the City of any terms of this contract.

SC-18 COORDINATION AND WORK ON AIRPORT PROPERTY

18.1 For some portions of this Project, construction will occur within the Security Identification Display Area (SIDA). The SIDA is the airport security area with restricted access. The CONTRACTOR will be required to meet all requirements for entering and operating in these areas as described in the Exhibit titled "AIRPORT SECURITY REQUIREMENTS."

18.2 All CONTRACTOR personnel, including subcontractors, engaged in work within the SIDA shall be Airport badged and fingerprinted as required in the Exhibit titled "AIRPORT SECURITY REQUIREMENTS." Due to the time necessary to complete the badging and fingerprinting process, the CONTRACTOR may start the process after contract Award and before construction NTP.

18.3 All construction activities within the SIDA shall be conducted in a manner acceptable to the CITY and FAA to provide acceptable levels of safety, security, and access for all Airport operations. Periodic meetings will be held to coordinate the activities of this contract with other Airport operations.

18.4 All costs associated with establishing and maintaining SIDA security shall be included in the price bid for mobilization unless included in a separate Special Provisions (SP) item.

18.5 The CONTRACTOR shall cooperate with existing and future Contractors working in the area and at all times will coordinate its efforts to maintain necessary construction and hauls routs and to assure that all contracts continue on a timely basis.

SC-19 PROTECTION OF AIRPORT OPERATIONS SYSTEMS

19.1 Location of Airport Operations Systems. In addition to CONTRACTOR's general obligations in the Clause titled "CONTRACTOR'S WORK AREA," numerous Airport operations systems, including, but not limited to, radio receivers and transmitters, U.S. Weather Bureau facilities, Navigation Aids, Communication and Security systems and associated electrical cables will be in use during the performance of Work. CONTRACTOR shall protect such systems at all times. Airport Operations Systems may be shown on drawings, marked by ENGINEER, or obvious from visual inspection but CONTRACTOR shall inquire and inspect to determine the location of any and all such systems and shall be responsible to avoid damage to any of them at all times.

19.2 Damage to Airport Operations Systems. If any portion of any Airport operations system is damaged by CONTRACTOR, or anyone operating under CONTRACTOR's control or direction, CONTRACTOR shall immediately notify ENGINEER in writing and propose both temporary and permanent repairs to restore system functions and return the system to its original condition at no additional cost to the CITY. The material, workmanship, and methods for repairs must all be approved by ENGINEER and such repairs may be witnessed or inspected by owners or operators of such systems as well as ENGINEER. If in the opinion of ENGINEER, CONTRACTOR is not qualified to perform such repairs, they may be performed by others and the reasonable costs of such repairs shall be deducted from payments otherwise due CONTRACTOR.

SC-20 DELAY FOR OPERATIONS

20.1 Restrictions to Access. Access to work areas may be restricted from time to time by necessity of Airport operations. CONTRACTOR has taken into account and provided in its planning, scheduling, and pricing for disruptions including, but not limited to, clearing traffic congestion or accidents, repairs to Airport facilities, heightened Security conditions and the like.

20.2 Closures. Runway and Taxiway closures at any time, or duration, are prohibited during the following holidays:

20.1.1 Memorial Day Weekend: Thursday through Tuesday

20.1.2 Labor Day Weekend: Thursday through Tuesday

20.1.3 One week prior to Thanksgiving through the Monday after Thanksgiving

20.1.4 One week prior to Christmas day through one week after New Year's Day

SC-21 CUTTING AND PATCHING

CONTRACTOR shall be responsible for all cutting, fitting, and patching required to complete the Work. The ENGINEER, at his discretion, may request the uncovering of the Work to provide for alterations, restoration, or refinishing of existing work. A written request to the ENGINEER, in advance of cutting or patching items of work which may affect structural value or integrity, is required for approval.

EXHIBIT C

QUANTITIES, PRICING, AND DATA FORMS

CITY OF ATLANTA
DEPARTMENT OF AVIATION

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

PROJECT NUMBER FC-8314
DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT C
QUANTITIES, PRICING AND DATA

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EXHIBIT C

FORM A; SCHEDULE OF QUANTITIES AND PRICES

EXHIBIT "C"

FORM A. SCHEDULE OF QUANTITIES AND PRICES

01) SCOPE OF WORK

This project will relocate and construct a new CV and Taxi Hold Lot facility (parking lot and building). A bridge and roadway will be constructed to provide access. The west portion of the Ground Transportation Center (GTC) roadway will be demolished and reconstructed. The existing Hertz parking deck and associated building will also be demolished as part of this project.

02) UNIT & LUMP SUM PRICES

Unit and Lump Sum prices quoted in Form A -1 Schedule of Unit & Lump Sum Prices shall be firm all-inclusive prices. Payment of the Unit and/or Lump Sum prices shall constitute full payment for performance of the corresponding work and shall cover all costs of whatever nature incurred by the CONTRACTOR in accomplishing the Work in accordance with the provisions of this Contract.

03) QUANTITIES

The quantities where noted in the Schedule of Unit & Lump Sum Prices, are approximations subject to variations as stated in 5.0 and no claim shall be made for deficiency or over-run, actual or relative. Payment will be made for the actual quantities of each Schedule of Unit Prices item incorporated into the Work in accordance with the Contract requirements based on the unit prices established in the Schedule.

04) PERFORMANCE AND PAYMENT SECURITIES

The cost of the Performance and Payment Bonds are to be distributed through the various items of work.

05) ADJUSTMENTS

All prices are fixed for the duration of the Contract and are not subject to escalation for any reason. Payment of the Total Contract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by CONTRACTOR in accomplishing the Work in accordance with the provisions of the Contract.

The CITY reserves and shall have the right to make such adjustments in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the CITY may make such adjustments in the Work as may increase or decrease the originally awarded contract quantities. Adjustments shall not invalidate the Contract nor release the surety, and the CONTRACTOR agrees to accept payment for such adjustments as if the altered work had been a part of the original Contract. The adjustments which are for work within the general scope of the Contract shall be

covered by Change Order issued by the ENGINEER. Change Orders for altered work shall include extensions of Contract time where, in the ENGINEER's opinion, such extensions are commensurate with the amount and difficulty of added work.

If the CITY and the CONTRACTOR are unable to agree on a unit adjustment for any Contract item that requires a change order, the CITY reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

All Change Orders shall require consent of the CONTRACTOR'S surety and an increase of the performance and payment bonds.

Adjustments shall not increase the total cost of the project, based on the originally estimated quantities and the unit prices bid. Should it become necessary for the best interest of the CITY to make changes in excess of those herein specified, the same shall be covered by Change Order.

06) REQUIRED SUBMITTALS

When notified by the Department of Procurement (DOP), the CONTRACTOR will within ten (10) days submit the following documents to CITY executed by CONTRACTOR and its Surety, or issued by CONTRACTOR'S insurers providing the insurance required by the Contract, as applicable, the following:

a) Performance Bond;

b) Payment Bond; and

c) Accord Certificate of Insurance.

07) OWNER'S CONTROLLED INSURANCE PROGRAM

The CITY, at its option, may consider the implementation of the Owner's Controlled Insurance Program. Items under the Base Bid shall include the CONTRACTOR'S cost of procuring and maintaining Automobile Liability Insurance and Builders Risk Insurance as stipulated in Exhibit D; Insurance and Bonding.

EXHIBIT C

FORM A-1; SCHEDULE OF UNIT AND LUMP SUM PRICES

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

FC-8314
DOMESTIC CV & TAXI HOLD LOT RELOCATION
EXHIBIT "C"
FORM A-1 SCHEDULE OF UNIT & LUMP SUM PRICES

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-1-1	LUMP SUM	L.S., MOBILIZATION, AT _____ _____ PER LUMP SUM				
SP-2-1	ALLOWANCE	AS REQUIRED, PROJECT CONTINGENCY, AT **TWO MILLION FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	2,500,000	00	1,800,000	00
SP-3-1	ALLOWANCE	AS REQUIRED, TOWING ALLOWANCE, AT **TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	25,000	00	25,000	00
SP-4-1	LUMP SUM	L.S., TRAFFIC CONTROL, AT _____ _____ PER LUMP SUM				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-4-2	LUMP SUM	L.S., PEDESTRIAN TRAFFIC CONTROL FOR GTC INCLUDING TEMPORARY CANOPIES AND LIGHTING, AT _____ _____ PER LUMP SUM				
SP-5-1	LUMP SUM	L.S., UTILITY COORDINATION & SCHEDULING, AT _____ _____ PER LUMP SUM				
SP-5-2	ALLOWANCE	AS REQUIRED, GEORGIA POWER COMPANY INFRASTRUCTURE, AT **TWO HUNDRED AND FIFTY THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**250,000**	**00**	**250,000**	**00**
SP-5-3	ALLOWANCE	AS REQUIRED, ATLANTA GAS & LIGHT INFRASTRUCTURE, AT **TWO HUNDRED AND SEVENTY FIVE THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**275,000**	**00**	**275,000**	**00**
SP-6-1	LUMP SUM	L.S., WATERING FOR DUST CONTROL, AT _____ _____ PER LUMP SUM				
SP-7-1	LUMP SUM	L.S., AS-BUILTS, AT _____ _____ PER LUMP SUM				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-8-1	LUMP SUM	L.S., BUILDING CONSTRUCTION, COMPLETE AT _____ _____ PER LUMP SUM				
SP-9-1	LUMP SUM	L.S., ELECTRICAL SYSTEMS, CV AND TAXI HOLD LOT AREA, COMPLETE, AT _____ _____ PER LUMP SUM				
SP-9-2	LUMP SUM	L.S., ELECTRICAL SYSTEMS, GTC AREA, COMPLETE, AT _____ _____ PER LUMP SUM				
SP-10-1	LUMP SUM	L.S., SPECIAL SYSTEMS, CV AND TAXI HOLD LOT AREA, COMPLETE, AT _____ _____ PER LUMP SUM				
SP-10-2	LUMP SUM	L.S., SPECIAL SYSTEMS, GTC AREA, COMPLETE, AT _____ _____ PER LUMP SUM				
SP-11-1	LUMP SUM	L.S., PHOTOVOLTAIC ARRAY SYSTEM, COMPLETE, AT _____ _____ PER LUMP SUM				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-12-1	ALLOWANCE	AS REQUIRED, ENVIRONMENTAL REMEDIATION AREA CONTINGENCY, AT **FIVE HUNDRED THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**500,000**	**00**	**500,000**	**00**
SP-13-1	ALLOWANCE	AS REQUIRED, CHARGER, AT **TWENTY THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**20,000**	**00**	**20,000**	**00**
SP-13-2	ALLOWANCE	AS REQUIRED, GREEN CREDITS, AT **SEVEN THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**7,000**	**00**	**7,000**	**00**
SP-13-3	ALLOWANCE	AS REQUIRED, PLAQUE, AT **TEN THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**10,000**	**00**	**10,000**	**00**
SP-13-4	ALLOWANCE	AS REQUIRED, TRAINING, AT **TWENTY FIVE THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**25,000**	**00**	**25,000**	**00**
SP-13-5	ALLOWANCE	AS REQUIRED, PRE-OCCUPANCY AIR CONTAMINANT TESTING, AT **TWENTY THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**20,000**	**00**	**20,000**	**00**
SP-14-1	ALLOWANCE	AS REQUIRED, WEST GTC CURB SIGNAGE, AT **TWO HUNDRED THOUSAND DOLLARS AND ZERO CENTS** PER ALLOWANCE	**200,000**	**00**	**200,000**	**00**
SP-15-1	LUMP SUM	L.S., PERMANENT CANOPIES, COMPLETE, AT PER LUMP SUM				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-15-2	1,310	L.F., HANDRAIL, AT _____ _____ PER LINEAR FOOT				
SP-15-3	39	EA., TRASH RECEPTACLE, AT _____ _____ PER EACH				
SP-15-4	54	EA., BENCH, AT _____ _____ PER EACH				
SP-15-5	2	EA., PAY STATION RELOCATION, AT _____ _____ PER EACH				
SP-16-1	ALLOWANCE	AS REQUIRED, PROJECT CONTINGENCY / EMERGENCY SERVICES , AT **ZERO DOLLAR AND ZERO CENT** _____ PER ALLOWANCE	___	___	**0**	**00**
P-150-1	65,200	S.Y., REMOVAL OF PAVEMENT, INCLUDING BASE COURSE, VARIABLE THICKNESS , AT _____ _____ PER SQUARE YARD				
P-150-2	2,010	L.F., REMOVAL OF STORM PIPES, 15" DIAMETER OR GREATER , AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-150-3	80	L.F., FILLING OF ABANDONED PIPES, 15" DIAMETER OR GREATER , AT _____ _____ PER LINEAR FOOT				
P-150-4	200	L.F., REMOVAL OF SANITARY PIPES , AT _____ _____ PER LINEAR FOOT				
P-150-5	40	EA, UTILITY AND DRAINAGE STRUCTURE REMOVAL , AT _____ _____ PER EACH				
P-150-6	4,200	L.F., REMOVAL OF FENCE , AT _____ _____ PER LINEAR FOOT				
P-150-7	135	L.F., GUARDRAIL REMOVAL , AT _____ _____ PER LINEAR FOOT				
P-150-8	85	EA, POLE FOUNDATION REMOVAL , AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-150-9	5,500	S.Y., MISCELLANEOUS CONCRETE REMOVAL INCLUDING DEEP FOUNDATIONS AND REINFORCING , AT _____ _____ PER SQUARE YARD				
P-150-10	8	EA, REMOVE AND RELOCATE SIGNS , AT _____ _____ PER EACH				
P-150-11	8	EA, REMOVE SIGNS , AT _____ _____ PER EACH				
P-150-12	1	EA, REMOVE FIRE HYDRANT ASSEMBLY , AT _____ _____ PER EACH				
P-150-13	LUMP SUM	L.S., LIFT STATION DEMOLITION, COMPLETE, AT _____ _____ PER LUMP SUM				
P-150-14	980	L.F., HANDRAIL DEMOLITION, AT _____ _____ PER LINEAR FOOT				
P-150-15	310	L.F., TRENCH DRAIN DEMOLITION, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-150-16	LUMP SUM	L.S., CANOPY DEMOLITION, COMPLETE, AT _____ _____ PER LUMP SUM				
P-151-1	LUMP SUM	L.S., HERTZ FACILITY DEMOLITION, COMPLETE, AT _____ _____ PER LUMP SUM				
P-152-1	12,000	C.Y., IN PLACE EMBANKMENT, AT _____ _____ PER CUBIC YARD				
P-152-2	350	C.Y., BACKFILL, AT _____ _____ PER CUBIC YARD				
P-152-3	50,000	S.Y., PREPARATION OF SUBGRADE, AT _____ _____ PER SQUARE YARD				
P-152-4	500	C.Y., TRENCH ROCK EXCAVATION, AT _____ _____ PER CUBIC YARD				
P-152-5	1,000	C.Y., ROCK EXCAVATION, AT _____ _____ PER CUBIC YARD				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-156-1	LUMP SUM	L.S., SEDIMENT/EROSION CONTROL, AT _____ _____ PER LUMP SUM				
P-156-2	5,500	L.F., SILT FENCE , AT _____ _____ PER LINEAR FOOT				
P-156-3	120	EA, INLET SEDIMENT TRAP , AT _____ _____ PER EACH				
P-156-4	5	EA, CONSTRUCTION ENTRANCE/EXIT , AT _____ _____ PER EACH				
P-156-5	LUMP SUM	L.S., TEMPORARY SEDIMENT PONDS, AT _____ _____ PER LUMP SUM				
P-156-6	1,900	S.Y., SLOPE MATTING, AT _____ _____ PER SQUARE YARD				
P-209-1	13,200	C.Y., CRUSHED AGGREGATE BASE COURSE, AT _____ _____ PER CUBIC YARD				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-501-1	8,400	S.Y., NON-REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT, 10" THICK, AT _____ _____ PER SQUARE YARD				
P-501-2	5,500	S.Y., REINFORCED PORTLAND CEMENT CONCRETE PAVEMENT, 10" THICK, AT _____ _____ PER SQUARE YARD				
P-501-3	100	S.Y., NON-REINFORCED VARIABLE DEPTH PORTLAND CEMENT CONCRETE PAVEMENT, 10"-13" THICK, AT _____ _____ PER SQUARE YARD				
P-501-4	275	S.Y., REINFORCED VARIABLE DEPTH PORTLAND CEMENT CONCRETE PAVEMENT, 10"-13" THICK, AT _____ _____ PER SQUARE YARD				
P-602-1	18,400	GAL., BITUMINOUS PRIME COAT, AT _____ _____ PER LINEAR FOOT				
P-603-1	5,500	GAL., BITUMINOUS TACK COAT, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-605-1	23,200	L.F., COLD APPLIED SEALANT, CONTRACTION, CONSTRUCTION, LONGITUDINAL JOINTS, AT _____ _____ PER LINEAR FOOT				
P-605-2	80	L.F., ASPHALT/ PCC JOINT, AT _____ _____ PER LINEAR FOOT				
P-605-3	2,400	L.F., COLD APPLIED SEALANT, EXPANSION JOINTS, AT _____ _____ PER LINEAR FOOT				
P-615-1	10,000	L.F., CONCRETE CURB AND GUTTER, AT _____ _____ PER LINEAR FOOT				
P-615-2	8,000	S.Y., CONCRETE SIDEWALK AND ISLAND PAVING, AT _____ _____ PER SQUARE YARD				
P-615-3	150	S.Y., CONCRETE DRIVEWAYS, AT _____ _____ PER SQUARE YARD				
P-615-4	20	EA, CONCRETE BUMPER BLOCKS , AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-615-5	4	EA, EQUIPMENT PADS , AT _____ _____ PER EACH				
P-615-6	1,000	L.F., RIBBON CURB, AT _____ _____ PER LINEAR FOOT				
P-615-7	4,500	L.F., HEADER CURB, AT _____ _____ PER LINEAR FOOT				
P-615-8	170	S.Y., CONCRETE SLOPE PAVING, AT _____ _____ PER SQUARE YARD				
P-615-9	200	C.Y., MISCELLANEOUS CONCRETE, AT _____ _____ PER CUBIC YARD				
P-621-1	2,000	S.F., PAVEMENT STRIPING AND MARKING REMOVAL, AT _____ _____ PER SQUARE FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-621-2	30,000	S.F., PERMANENT PAVEMENT STRIPING AND MARKING , AT _____ _____ PER SQUARE FOOT				
P-621-3	13,500	S.F., TEMPORARY PAVEMENT STRIPING AND MARKING , AT _____ _____ PER SQUARE FOOT				
P-660-1	95	EA, BOLLARD , AT _____ _____ PER EACH				
D-701-1	1,700	L.F., STORM SEWER, RCP, 15" DIAMETER, CLASS IV, AT _____ _____ PER LINEAR FOOT				
D-701-2	650	L.F., STORM SEWER, RCP, 18" DIAMETER, CLASS IV, AT _____ _____ PER LINEAR FOOT				
D-701-3	1,300	L.F., STORM SEWER, RCP, 24" DIAMETER, CLASS IV, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-701-4	500	L.F., STORM SEWER, RCP, 30" DIAMETER, CLASS IV, AT _____ _____ PER LINEAR FOOT				
D-701-5	4,000	L.F., PIPE BEDDING TYPE B, AT _____ _____ PER LINEAR FOOT				
D-701-6	LUMP SUM	L.S., TRENCH AND EXCAVATION PROTECTION, AT _____ _____ PER LUMP SUM				
D-701-7	650	L.F., TRENCH DRAIN, VARIABLE DEPTH, AT _____ _____ PER LINEAR FOOT				
D-705-1	4,000	L.F., 6" PERFORATED UNDERDRAIN PIPE, AT _____ _____ PER LINEAR FOOT				
D-705-2	49	EA, UNDERDRAIN CLEANOUT , AT _____ _____ PER EACH				
D-705-3	400	C.Y., COARSE AGGREGATE UNDERDRAIN BACKFILL, #89 STONE, AT _____ _____ PER CUBIC YARD				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-750-1	260	L.F., 4" DIP SANITARY SEWER PIPE, AT _____ _____ PER LINEAR FOOT				
D-750-2	500	L.F., 6" DIP SANITARY SEWER PIPE, AT _____ _____ PER LINEAR FOOT				
D-750-3	825	L.F., 8" DIP SANITARY SEWER PIPE, AT _____ _____ PER LINEAR FOOT				
D-750-4	150	L.F., 10" DIP SANITARY SEWER PIPE, AT _____ _____ PER LINEAR FOOT				
D-750-5	1	EA, SANITARY MANHOLE DOGHOUSE , AT _____ _____ PER EACH				
D-750-6	6	EA, SANITARY MANHOLE , AT _____ _____ PER EACH				
D-750-7	1	EA, 8" SOLID SLEEVE CONNECTION , AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-750-8	180	L.F., 8" DIP FORCE MAIN, AT _____ _____ PER LINEAR FOOT				
D-750-9	4	EA, 8" RESILIENT SEATED GATE VALVE , AT _____ _____ PER EACH				
D-750-10	2	EA, SEWER LATERAL CLEANOUTS , AT _____ _____ PER EACH				
D-750-11	4	EA, ADJUST STRUCTURE TO GRADE , AT _____ _____ PER EACH				
D-750-12	1,300	L.F., PIPE BEDDING, TYPE "B", AT _____ _____ PER LINEAR FOOT				
D-750-13	LUMP SUM	L.S., TRENCH AND EXCAVATION PROTECTION, AT _____ _____ PER LUMP SUM				
D-751-1	7	EA, 1019AP STANDARD PRECAST DROP INLET, TYPE A , AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-751-2	11	EA, 1019AP STANDARD PRECAST DROP INLET, TYPE B , AT _____ _____ PER EACH				
D-751-3	10	EA, 1019AP STANDARD PRECAST DROP INLET, TYPE C , AT _____ _____ PER EACH				
D-751-4	6	EA, 1019AP STANDARD PRECAST DROP INLET, TYPE E , AT _____ _____ PER EACH				
D-751-5	6	EA, 1019B STANDARD PRECAST DROP INLET TYPE V-1 , AT _____ _____ PER EACH				
D-751-6	3	EA, PRECAST JUNCTION CHAMBER , AT _____ _____ PER EACH				
D-751-7	6	EA, STORM SEWER MANHOLE, TYPE 1011A, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-751-8	4	EA, DOGHOUSE MANHOLE , AT _____ _____ PER EACH				
D-751-9	11	EA, 1019AP STANDARD DOUBLE INLET, TYPE A , AT _____ _____ PER EACH				
D-751-10	1	EA, 1019AP STANDARD DOUBLE INLET, TYPE C , AT _____ _____ PER EACH				
D-751-11	4	EA, 1019AP STANDARD DOUBLE INLET, TYPE E , AT _____ _____ PER EACH				
D-751-12	5	EA, 1035 STANDARD DRAIN INLET, AT _____ _____ PER EACH				
D-751-13	11	EA, CONVERT EXISTING INLET TO A MANHOLE, AT _____ _____ PER EACH				
D-751-14	1	EA, LOWER AND CAP EXISTING INLET, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-751-15	4	EA, RELOCATE EXISTING GRATE INLET, AT _____ _____ PER EACH				
D-751-16	5	EA, ADJUST EXISTING STRUCTURE TO GRADE , AT _____ _____ PER EACH				
D-751-17	5	EA, TRENCH DRAIN JUNCTION BOX , AT _____ _____ PER EACH				
D-751-18	1	EA, 72 INCH DIA OUTLET CONTROL STRUCTURE, AT _____ _____ PER EACH				
D-751-19	1	EA, 96 INCH DIA OUTLET CONTROL STRUCTURE, AT _____ _____ PER EACH				
D-751-20	1	EA, 72 INCH DIA MANHOLE WITH BAFFLE WATER QUALITY OVERFLOW SPLITTER , AT _____ _____ PER EACH				
D-760-1	LUMP SUM	L.S., WATER QUALITY CONTROL STRUCTURE, COMPLETE, AT _____ _____ PER LUMP SUM				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-760-2	LUMP SUM	L.S., WATER QUALITY BIORETENTION PONDS, COMPLETE, AT _____ _____ PER LUMP SUM				
D-761-1	LUMP SUM	L.S., UNDERGROUND DETENTION SYSTEM, COMPLETE, AT _____ _____ PER LUMP SUM				
D-770-1	1	EA., GREASE INTERCEPTOR, AT _____ _____ PER EACH				
U-150-1	775	L.F., WATERLINE PIPE, 8 IN DIP, AT _____ _____ PER LINEAR FOOT				
U-150-2	200	L.F., WATERLINE PIPE, 6 IN DIP, AT _____ _____ PER LINEAR FOOT				
U-150-3	210	L.F., WATERLINE PIPE, 4 IN DIP, AT _____ _____ PER LINEAR FOOT				
U-150-4	180	L.F., WATERLINE PIPE, 1-1/2 IN COPPER, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
U-150-5	175	L.F., WATERLINE PIPE, 3 IN COPPER, AT _____ _____ PER LINEAR FOOT				
U-150-6	1	EA, FIRE SERVICE METER VAULT, AT _____ _____ PER EACH				
U-150-7	1	EA, FIRE SERVICE VALVE VAULT, AT _____ _____ PER EACH				
U-150-8	1	EA, WATER SERVICE METER VAULT, AT _____ _____ PER EACH				
U-150-9	1	EA, WATER SERVICE VALVE VAULT, AT _____ _____ PER EACH				
U-150-10	1	EA, 4 IN FIRE METER, AT _____ _____ PER EACH				
U-150-11	1	EA, 4 IN DOUBLE DETECTOR CHECK VALVE ASSEMBLY, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
U-150-12	1	EA, 1-1/2 IN METER, AT _____ _____ PER EACH				
U-150-13	1	EA, 3 IN METER, AT _____ _____ PER EACH				
U-150-14	1	EA, 1-1/2 IN BACKFLOW PREVENTER ASSEMBLY, AT _____ _____ PER EACH				
U-150-15	1	EA, 3 IN BACKFLOW PREVENTER ASSEMBLY, AT _____ _____ PER EACH				
U-150-16	4	EA, FIRE HYDRANT, AT _____ _____ PER EACH				
U-150-17	1	EA, 8 IN TAPPING SLEEVE AND VALVE ASSEMBLY, AT _____ _____ PER EACH				
U-150-18	2	EA, 8 IN GATE VALVE, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
U-150-19	4	EA, 6 IN GATE VALVE, AT _____ _____ PER EACH				
U-150-20	1	EA, 8 IN DUCTILE IRON SERVICE SADDLE (DOUBLE STRAP) AND VALVE, AT _____ _____ PER EACH				
U-150-21	110	LF, 1 IN COPPER WATER SERVICE, AT _____ _____ PER LINEAR FOOT				
U-150-22	1	EA, 1 IN WATER METER, AT _____ _____ PER EACH				
U-150-23	1	EA, METER BOX, AT _____ _____ PER EACH				
U-150-24	1	EA, 1 IN FROST PROOF YARD HYDRANT WITH REDUCED PRESSURE BACKFLOW PREVENTER, AT _____ _____ PER EACH				
U-150-25	8	EA, VALVE BOX, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
U-150-26	13	C.Y., THRUST BLOCKING, AT _____ _____ PER CUBIC YARD				
U-150-27	1,800	L.F., PIPE BEDDING, AT _____ _____ PER LINEAR FOOT				
U-150-28	LUMP SUM	L.S., TRENCH AND EXCAVATION PROTECTION, AT _____ _____ PER LUMP SUM				
F-162-1	3,100	L.F., PERMANENT PVC COATED 8-FT TALL FENCE INCLUDING 3-STRANDS BARBED WIRE, AT _____ _____ PER LINEAR FOOT				
F-162-2	1,250	L.F., ARCHITECTURAL DECORATIVE FENCE INCLUDING MASONRY PEDESTALS, AT _____ _____ PER LINEAR FOOT				
F-162-3	3	EA, 20' PVC COATED 8-FT TALL PERMANENT MANUAL DOUBLE SWING GATE INCLUDING KNOX BOX, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
F-162-4	2	EA, PVC COATED 8-FT TALL PEDESTRIAN MANUAL SWING GATE INCLUDING KNOX BOX, AT _____ _____ PER EACH				
F-162-5	1	EA, PVC COATED 8-FT TALL PEDESTRIAN MANUAL SWING GATE WITHOUT KNOX BOX, AT _____ _____ PER EACH				
F-165-1	70	S.F., HIGHWAY SIGNS, TYPE 1 MATERIAL, REFLECTIVE SHEETING TYPE 3, AT _____ _____ PER SQUARE FOOT				
F-165-2	110	S.F., HIGHWAY SIGNS, TYPE 1 MATERIAL, REFLECTIVE SHEETING TYPE 9, AT _____ _____ PER SQUARE FOOT				
F-165-3	80	S.F., HIGHWAY SIGNS, TYPE 2 MATERIAL, REFLECTIVE SHEETING TYPE 9, AT _____ _____ PER SQUARE FOOT				
F-165-4	705	L.F., GALVANIZED STEEL POSTS, TYPE 7 (2" DIA., 12' POLE), AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
F-165-5	120	L.F., GALVANIZED STEEL BREAKAWAY POSTS (2.25" DIA., 2' STUB), AT _____ _____ PER LINEAR FOOT				
F-170-1	5	EA., DESIGN, FURNISH, AND INSTALL ROADSIDE WAYFINDING SIGN INCLUDING POSTS, STRUCTURE, AND FOUNDATIONS, AT _____ _____ PER EACH				
F-170-2	1	EA., DESIGN, FURNISH, AND INSTALL OVERHEAD WAYFINDING SIGNS ON STRUCTURAL TRUSS SUPPORT SYSTEM INCLUDING FOUNDATIONS, AT _____ _____ PER EACH				
F-170-3	1	EA., REMOVE, SALVAGE, AND RELOCATE EXISTING OVERHEAD WAYFINDING SIGNS INCLUDING DESIGN AND INSTALLATION OF EXISTING STRUCTURAL TRUSS SUPPORT SYSTEM ON NEW FOUNDATIONS, AT _____ _____ PER EACH				
F-170-4	1	EA., FURNISH AND INSTALL OVERHEAD WAYFINDING SIGNS ON EXISTING STRUCTURAL TRUSS SUPPORT SYSTEM INCLUDING STRUCTURAL DESIGN VERIFICATION _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
T-901-1	16,500	S.Y., PERMANENT SEEDING, AT _____ _____ PER SQUARE YARD				
T-901-2	90,000	S.Y., TEMPORARY SEEDING, AT _____ _____ PER SQUARE YARD				
T-901-3	145	HR., WATERING SEEDED AREAS, AT _____ _____ PER HOUR				
T-904-1	9,300	S.Y., SODDING, AT _____ _____ PER SQUARE YARD				
T-904-2	85	HR., WATERING SODDED AREAS, AT _____ _____ PER HOUR				
T-905-1	1,600	C.Y.., TOPSOIL, AT _____ _____ PER CUBIC YARD				
T-908-1	16,500	S.Y., ASPHALT SPRAY MULCHING, AT _____ _____ PER SQUARE YARD				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
207-0203	25	C.Y., FOUND BCKFILL, MATL,TYP II, AT _____ _____ PER CUBIC YARD				
211-0200	290	C.Y., BRIDGE EXCAVATION, GRADE SEPARATION, AT _____ _____ PER CUBIC YARD				
402-3141	4,100	TON, RECYCLED ASPH CONC 12.5 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL, AT _____ _____ PER TONNE				
402-3143	8,200	TON, RECYCLED ASPH CONC 25 MM SUPERPAVE, GP 1 OR 2, INCL BITUM MATL, AT _____ _____ PER TONNE				
433-1300	235	S.Y., REINF CONC APPROACH SLAB, INCLD BARRIER, AT _____ _____ PER SQUARE YARD				
500-0100	700	S.Y., GROOVED CONCRETE, AT _____ _____ PER SQUARE YARD				
500-2100	265	L.F., CONCRETE BARRIER, AT _____ _____ PER SQUARE YARD				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
500-1006	LUMP SUM	L.S., SUPERSTR CONCRETE, CLASS AA, (168), AT _____ _____ PER LUMP SUM				
500-3002	190	C.Y., CLASS AA CONCRETE, AT _____ _____ PER CUBIC YARD				
500-3115	105	L.F., CLASS A CONCRETE, TYPE P2, RETAINING WALL, AT _____ _____ PER LINEAR FOOT				
500-3201	26	C.Y., CLASS B CONCRETE, RETAINING WALL, AT _____ _____ PER CUBIC YARD				
507-9002	915	L.F., PSC BEAMS, AASHTO TYPE II, AT _____ _____ PER LINEAR FOOT				
511-1000	26,400	LB, BAR REINF STEEL, AT _____ _____ PER LB				
511-3000	1	L.S., SUPERSTR REINF STEEL, (39961), AT _____ _____ PER LUMP SUM				
520-1125	2,400	L.F., PILING IN PLACE, STEEL H, HP 12 X 53, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
523-1000	3	EA, DYNAMIC PILE TEST, AT _____ _____ PER EACH				
621-3020	19	L.F., CONCRETE BARRIER, TYPE 20, AT _____ _____ PER LINEAR FOOT				
621-3021	180	L.F., CONCRETE BARRIER, TYPE 21, AT _____ _____ PER LINEAR FOOT				
621-3022	200	L.F., CONCRETE BARRIER, TYPE 22, AT _____ _____ PER LINEAR FOOT				
621-3120	50	L.F., CONCRETE BARRIER, TYPE 22A, AT _____ _____ PER LINEAR FOOT				
621-3121	50	L.F., CONCRETE BARRIER, TYPE 22B, AT _____ _____ PER LINEAR FOOT				
621-4020	90	L.F., CONCRETE SIDE BARRIER, TYPE 2, AT _____ _____ PER LINEAR FOOT				
621-4021	25	L.F., CONCRETE SIDE BARRIER, TYPE 2A, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
621-4022	15	L.F., CONCRETE SIDE BARRIER, TYPE 2B, AT _____ _____ PER LINEAR FOOT				
621-4060	85	L.F., CONCRETE SIDE BARRIER, TYPE 6, AT _____ _____ PER LINEAR FOOT				
621-4080	470	L.F., CONCRETE SIDE BARRIER, TYPE 7R, AT _____ _____ PER LINEAR FOOT				
621-4082	20	L.F., CONCRETE SIDE BARRIER, TYPE 7T, AT _____ _____ PER LINEAR FOOT				
627-1000	2,600	S.Y., MSE WALL FACE, 0 – 10 FT HT, AT _____ _____ PER SQUARE YARD				
627-1010	8,100	S.Y., MSE WALL FACE, 10 – 20 FT HT, AT _____ _____ PER SQUARE YARD				
627-1020	1,700	S.Y., MSE WALL FACE, 20 – 30 FT HT, AT _____ _____ PER SQUARE YARD				
627-1100	190	L.F., COPING A, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
627-1160	830	L.F., TRAFFIC BARRIER H, AT _____ _____ PER LINEAR FOOT				
627-1180	82	C.Y., ADDITIONAL MSE BACKFILL, AT _____ _____ PER CUBIC YARD				
641-1100	90	L.F., GUARDRAIL,TP T, AT _____ _____ PER LINEAR FOOT				
641-1200	840	L.F., GUARDRAIL,TP W, AT _____ _____ PER LINEAR FOOT				
641-5001	3	EA., GUARDRAIL ANCHORAGE, TP 1, AT _____ _____ PER EACH				
641-5012	5	EA., GUARDRAIL ANCHORAGE, TP 12, AT _____ _____ PER EACH				
648-1350	2	EA., IMPACT ATTENUATOR UNIT, TYPE P-3-B-30, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
648-1351	1	EA., IMPACT ATTENUATOR UNIT, TYPE P-3-U-30, AT _____ _____ PER EACH				
652-0095	2	EA., PAVEMENT MARKING, HANDICAP SYMBOL, AT _____ _____ PER EACH				
653-0120	2	EA., THERMOPLASTIC PVMT MARKING, ARROW, TP 2, AT _____ _____ PER EACH				
653-0199	5	EA., PAVEMENT MARKING LANE REDUCTION ARROW, AT _____ _____ PER EACH				
653-0220	75	S.F., THERMOPLASTIC PVMT MARKING, WORD, TP 20 – "STOP", AT _____ _____ PER SQUARE FOOT				
653-0299	12	EA., THERMOPLASTIC PVMT MARKING, WORD, TP 20 – "RENTAL" AND "CAR", AT _____ _____ PER EACH				
653-1501	7,600	L.F., THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, WHITE, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
653-1502	3,200	L.F., THERMOPLASTIC SOLID TRAF STRIPE, 5 IN, YELLOW, AT _____ _____ PER LINEAR FOOT				
653-1504	150	L.F., THERMOPLASTIC SOLID TRAF STRIPE, 12 IN, WHITE – CHEVRON PATTERN, AT _____ _____ PER LINEAR FOOT				
653-1704	70	L.F., THERMOPLASTIC SOLID TRAF STRIPE, 24 IN, WHITE, AT _____ _____ PER LINEAR FOOT				
653-1799	9	EA., PAVEMENT MARKING WHITE YIELD TRIANGLE (36" x 24"), AT _____ _____ PER EACH				
653-3501	240	G.L.F., THERMOPLASTIC SKIP STRIPE, 5 IN WHITE – MINI SKIP (1' SEG., 3' GAP), AT _____ _____ PER GROSS LINEAR FOOT				
653-3502	1060	G.L.F., THERMOPLASTIC SKIP STRIPE, 5 IN WHITE – SKIP (2' SEG., 6' GAP), AT _____ _____ PER GROSS LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
653-3503	1,800	G.L.F., THERMOPLASTIC SKIP STRIPE, 5 IN WHITE – MINI SKIP (10' SEG., 30' GAP), AT _____ _____ PER GROSS LINEAR FOOT				
653-6004	275	S.Y., THERMOPLASTIC TRAF STRIPING, WHITE (DETAIL A), AT _____ _____ PER SQUARE YARD				
653-6005	1,100	S.Y., THERMOPLASTIC TRAF STRIPING, WHITE (DETAIL C), AT _____ _____ PER SQUARE YARD				
653-6006	410	S.Y., THERMOPLASTIC TRAF STRIPING, YELLOW, AT _____ _____ PER SQUARE YARD				
654-1001	110	EA., RAISED PVMT MARKERS TP 1, AT _____ _____ PER EACH				
654-1003	95	EA., RAISED PVMT MARKERS TP 3, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
LS-100-1	LUMP SUM	L.S.., LIFT STATION, AT _____ _____ PER LUMP SUM				
267160-1	LUMP SUM	L.S., CALL BOARD ASSEMBLY (INCLUDING CALL BOARD AND FOUNDATION/STRUCTURE), COMPLETE, AT _____ _____ PER LUMP SUM				
267160-2	28	100 LF., MULTI-MODE FIBER, AT _____ _____ PER 100 LINEAR FEET				
267160-3	875	LF., DUCT BANK (2-CELL), AT _____ _____ PER LINEAR FOOT				
267160-4	1,900	LF., DUCT BANK (4-CELL), AT _____ _____ PER LINEAR FOOT				
267160-5	320	LF., DUCT BANK (6-CELL), AT _____ _____ PER LINEAR FOOT				
267160-6	5	EA., AT&T HAND HOLE, AT _____ _____ PER EACH				
267160-7	18	EA., DOA HAND HOLE, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
329300-1	9	EA., ACER RUBRUM 'OCTOBER GLORY', AT _____ _____ PER EACH				
329300-2	53	EA., QUERCUS NUTTALLII, AT _____ _____ PER EACH				
329300-3	25	EA., QUERCUS PHELLOS 'HIGHTOWER', AT _____ _____ PER EACH				
329300-4	6	EA., QUERCUS SHUMARDII, AT _____ _____ PER EACH				
329300-5	11	EA., BETULA NIGRA 'DURA-HEAT', AT _____ _____ PER EACH				
329300-6	5	EA., LAGERSTROEMIA INDICA 'NATCHEZ', AT _____ _____ PER EACH				
329300-7	8	EA., LAGERSTROEMIA INDICA 'SIOUX', AT _____ _____ PER EACH				
329300-8	49	EA., CRYPTOMERIA J. 'YOSHINO', AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
329300-9	103	EA., ILEX X 'NELLIE R. STEVENS', AT _____ _____ PER EACH				
329300-10	97	EA., MYRICA CERIFERA, AT _____ _____ PER EACH				
329300-11	44	EA., MAGNOLIA G. 'CLAUDIA WANNAMAKER', AT _____ _____ PER EACH				
329300-12	11	EA., TAXODIUM DISTICHUM, AT _____ _____ PER EACH				
329300-13	40	EA., CORNUS SERICEA 'CARDINAL', AT _____ _____ PER EACH				
329300-14	114	EA., ILEX C. 'BURFORDII COMPACTA', AT _____ _____ PER EACH				
329300-15	105	EA., ILEX VOMITORIA 'NANA', AT _____ _____ PER EACH				
329300-16	84	EA., ILEX VERTICILLATA 'NANA' RED SPRITE, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
329300-17	13	EA., MISCANTHUS SINENSIS 'GRACILLIMUS', AT _____ _____ PER EACH				
329300-18	14	EA., ROSA 'KNOCK OUT PINK, AT _____ _____ PER EACH				
329300-19	21	EA., ROSA 'PINK DRIFT', AT _____ _____ PER EACH				
329300-20	35	EA., ECHINACEA PURPUREA 'MAGNUS', AT _____ _____ PER EACH				
329300-21	553	EA., HEMEROCALLIS 'HAPPY RETURNS', AT _____ _____ PER EACH				
329300-22	357	EA., IRIS SIBERICA 'CAESAR'S BROTHER', AT _____ _____ PER EACH				
329300-23	660	EA., LIRIOPE MUSCARI, AT _____ _____ PER EACH				
329300-24	108	EA., RUDBECKIA F. GOLDSTRUM, AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
329300-25	90	EA., SOLIDAGO RUGOSA 'FIREWORKS', AT _____ _____ PER EACH				
		TOTAL BASE BID _____ _____ _____				
	LUMP SUM	**ADDITIVE ALTERNATE #1** **CONTRACTOR'S INSURANCE COST, AT** _____ _____ _____ **PER LUMP SUM**				

EXHIBIT C

FORM B; ESSENTIAL SUBCONTRACTOR QUALIFICATION STATEMENT

EXHIBIT "C"

FORM B. ESSENTIAL SUBCONTRACTOR QUALIFICATION STATEMENT

This Form "B", Essential Subcontractor Qualification Statement is submitted for the following proposed Essential Subcontractor:

Company Name:_____ Phone:_____

Address: _____ Facsimile:_____

_____

Number of Years in business:_____

Contact Person:_____ Email:_____

Scope of Work to be performed by Subcontractor on this Project:_____

_____

As applicable:

License(s) held:_____ Number:_____ Expires:_____

_____ _____ _____

Certification(s) held:_____ Expires:_____

_____ _____

References: (a minimum of two (2) references are required)

1. Prime Contractor: Company Name _____

   Address _____

   City, State, Zip _____

   Phone _____

   E-mail _____

   Project Name: _____

   Location of Project: _____

Contact Person: _____

Phone Number: _____

Date(s) of Project: _____

Description/Summary of Services: _____

Value/Amount of Subcontract: _____

2. Prime Contractor: Company Name _____

Address _____

City, State, Zip _____

Phone _____

E-mail _____

Project Name: _____

Location of Project: _____

Contact Person: _____

Phone Number: _____

Date(s) of Project: _____

Description/Summary of Services:_____

Value/Amount of Subcontract:_____

EXHIBIT C

FORM C; PRELIMINARY CONTRACT SCHEDULE

EXHIBIT "C"

FORM C. PRELIMINARY CONTRACT SCHEDULE

In accordance with the Invitation to Bid (ITB) the Bidder shall submit a preliminary project schedule meeting the following requirements:

1. Produce the schedule in P6 software or equivalent.
2. Provide a hard copy of the schedule on 11" X 17" paper with a minimum font size of 10pt. The document shall be in color. The Critical Path shall be in Red.
3. Show the continuity and flow of the work.
4. The level of detail in the schedule shall match the level of detail in the Work Plan (FORM D).
5. The number of tasks shall be reasonable with the cost of the project and the baseline schedule requirements. (i.e., a bid of $3 million would be approximately 20 construction tasks included, a bid of $10 million would be over 40 construction tasks indicated).
6. Show all contract milestones as stated in SC-02.
7. Items that require long lead times for procurement and /or work requiring coordination with other agencies must be identified.
8. Show construction activities in no more than three geographically separated locations at any one time.

Failure to provide a preliminary schedule as described above may result in the bid being found non-responsive.

EXHIBIT C

FORM D; PROJECT ORGANIZATION AND WORK PLAN

EXHIBIT "C"

FORM D. PROJECT ORGANIZATION AND WORK PLAN

In accordance with the Invitation to Bid (ITB) the Bidder shall submit information regarding the project Organization meeting the following requirements:

1. Organization chart with the names and titles of key personnel proposed to manage this project.
2. Organization chart shall include Representative whom Project Manager shall report to. A written description of representative's authority shall be defined.
3. A written description of the organization, defining lines of authority, responsibility, and communication.
4. A written description outlining the overall working of the organization with particular emphasis on Home Office/Site interfaces and the procedures for monitoring and controlling the work.

In accordance with the Invitation to Bid (ITB) the Bidder shall submit a detailed narrative project Work Plan. The intention of this work plan is for the Bidder to explain the means and methods used in making the preliminary schedule tasks occur as indicated in FORM "C". For the purposes of this submittal means and methods is defined as the resources made available and procedures or techniques to be used in meeting the preliminary schedule provided in FORM"C". The Work Plan shall meet the following requirements:

1. The level of detail in the Work Plan shall be the same as the level of detail in the schedule.
2. Discuss the plan for making all contract Milestones as stated in SC-2 and shown on the preliminary schedule.
3. Discuss the number of crews the bidder will utilize for the project. Show how and which crews will be associated with each scope of work.
4. Provide the work hours and days of work (i.e., 8 hours per day-6 days per week). These work hours and days of work shall be coordinated with and support the preliminary schedule in Form C and meet the contract requirements.
5. Identify any item of procurement or required coordination with other agencies that may be problematic or are critical to the completion of the work.
6. Include a description of the work the Bidder will self-perform and the work performed by Subcontractors. This is in addition to the information provided elsewhere since that information may not be available to the review of the Work Plan.
7. Detail the process for managing the LEED certification requirements. Identify how material disposal will be tracked and documented, how subcontractor activities will be managed in accordance with LEED specifications, and how the overall documentation process will be managed.

Failure to provide an organization and work plan as described above may result in the bid being found non-responsive.

EXHIBIT C

FORM E; SAFETY PROGRAM

EXHIBIT "C"

FORM E. SAFETY PROGRAM

The Bidder must demonstrate that it is committed to implementing a first rate safety program and that it has an exceptional safety and environmental record. The Bidder and its essential subcontractors identified on Form B must submit their current Experience Modification Rate (EMR). If an EMR is not available Bidder or essential subcontractor must submit a written statement detailing the Firm's safety record on its last five projects including contact names and numbers where the City can verify the safety record statement.

The Bidder must provide a Log and Summary of OSHA violations and any fines or settlements of its Company, Firm, or joint venture partners for the past thirty-six (36) months. Attach the Log and Summary of Occupational Injuries and Illnesses as required by the U. S. Department of Labor for the past thirty-six (36) months. Provide OSHA Recordable Incident Rate (Year 2009) and OSHA Lost Days Away Incident Rate (Year 2009). This is applicable to site construction and installation activities only.

Bidder is to complete attached Safety and Health History (SHH) form.

SAFETY AND HEALTH HISTORY FORM

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

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

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

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

2. SAFETY PERFORMANCE

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

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

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

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

3. Check your type of work:

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

SAFETY AND HEALTH HISTORY (Continued)

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

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

5. Do you hold site safety meetings for field employees both Manual and Non-Manual?

Yes __ No __

How Often?

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

6. Do you conduct project safety inspections?

Yes __ No __

If yes, who conducts this inspection?

TITLE	HOW OFTEN?

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

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

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

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

SAFETY AND HEALTH HISTORY (Continued)

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

NAME	POSITION	PROJECT	OSHA	LWCI

10. Do you have a written safety program?

Yes ___ No ___

If yes, submit a copy for evaluation.

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

Yes ___ No ___

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

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

SAFETY AND HEALTH HISTORY (Continued)

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

    Yes ___ No ___

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

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

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

    Yes ___ No ___

    How Often?

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

14. Do you have a written Hazard Communication program?

    Yes ___ No ___

    If yes, how is it implemented on each project?

    _____

    _____

    _____

    _____

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

    Yes ___ No ___

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

    _____

    _____

    _____

    _____

SAFETY AND HEALTH HISTORY (Continued)

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

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

EXHIBIT C

FORM F; RESUMES OF KEY PERSONNEL

EXHIBIT "C"

FORM F. RESUMES OF KEY PERSONNEL

Bidder to provide a resume for each key person to be assigned to the Contract, containing at least the following information on each person (attach and properly designate additional pages, if necessary):

POSITION: _____

TITLE: _____

a. Name:

b. Years of Experience:

c. Education/Qualifications:

d. Present Position in Bidder's Company (***include professional experience***):

e. Project Experience (***include Title/Scope/ Role and contract value for each project performed***):

f. Safety performance metrics from the last three (3) projects (First Aid cases, Recordable Incident Rate and Lost Workday Case Rate)

g. Employment History- include Title and Role at Company:

Resumes are required for the following positions: Project Manager, Safety Manager, Superintendent, Quality Control Manager and LEED Certified Coordinator all of whom would be assigned full time to the Contract. Refer to Special Conditions 8.2 for additional qualification requirements.

Key personnel will be listed in the Special Condition titled "KEY PERSONNEL" (SC-8), restricting their replacement without CITY consent.

Failure to provide a complete resume as described above may result in the bid being found non-responsive.

EXHIBIT C

FORM G; SUMMARY OF QUALITY CONTROL PROGRAM

EXHIBIT "C"

FORM G. SUMMARY OF QC PROGRAM

Bidder to provide a summary description of the Quality Control (QC) Program (refer to Exhibit I) to be implemented in performance of the Work. This summary shall include information on the organization of the program, including the authority and responsibility of all involved personnel. As a minimum the Bidder shall submit the following information in narrative form:

(1) Quality Control Program Management.

(2) Items of work in this project where Quality Control Testing will be accomplished.

(3) Corrective Action program.

NOTES:
Final program will be approved as submitted under the Contract requirements

EXHIBIT C

FORM H; WORK IN PROGRESS

EXHIBIT "C"
FORM H. WORK IN PROGRESS

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

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

NOTES:
Work Description: Describe work scope and then indicate if prime, subcontract or in bid stage.
Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan93/Sep94.

EXHIBIT C

FORM I; EXPERIENCE STATEMENT

EXHIBIT "C"

FORM I. EXPERIENCE STATEMENT

The Bidder submits the following statement as to its experience qualifications. In the case of a joint venture **or LLC**, separate forms will be submitted for previous experience of the joint venture and the experience of each party of the joint venture **or LLC.**

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

_____

_____

_____

_____

4. The following contracts, covering work similar in type and magnitude to that set forth in the Bid, have been satisfactorily completed within the last five (5) years.

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

EXHIBIT "C"
FORM I. EXPERIENCE STATEMENT (continued)

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

EXHIBIT D – OCIP

INSURANCE AND BONDING/CONSTRUCTION SAFETY AND HEALTH PLAN

CITY OF ATLANTA

HARTSFIELD-JACKSON

Atlanta International Airport

OWNER CONTROLLED INSURANCE PROGRAM (OCIP) MANUAL

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

FC–8313
DOMESTIC CV & TAXI HOLD LOT RELOCATION

Arielle Walton, OCIP Administrator, Resurgens Risk Management
Office: 404-766-8715 | Cell: 404-620-9628 | Fax: 404-559-2395
Arielle.Walton@atlanta-airport.com
Website: www.rrmgt.com

RRM Resurgens Risk Management

Willis

INTRODUCTION

City of Atlanta (Owner) has purchased certain insurance coverages outlined in this manual under an Owner Controlled Insurance Program (OCIP) for Contractors of all tiers working on the Project who are enrolled in the OCIP. **Participation in the OCIP is mandatory, except for those identified as Excluded Parties, BUT ENROLLMENT IS NOT AUTOMATIC.** You must comply with the OCIP registration and enrollment procedures outlined in this manual.

The City of Atlanta has determined that the OCIP is a **"Bid Net"** program, which means that Contractor's charges for the insurance coverages provided by the Owner (as outlined in Section 6) must be **EXCLUDED** from bid(s). The successful Contractor must warrant that its base price for the original scope of work and subsequent change orders will **EXCLUDE** all insurance charges for the coverages provided by the Owner for the Jobsite, including workers' compensation, employers' liability, general liability, excess liability, builders' risk, and contractors' pollution liability.

The successful Contractor must sign on and complete the online OCIP registration and enrollment, and provide the required documentation to estimate its excluded insurance charges. These estimates will be tracked by the OCIP Administrator *for reporting purposes only*.

Instructions for online OCIP registration and enrollment are detailed in Section 8.

The insurance coverage provided by the OCIP, as well as your rights and responsibilities under the program, are outlined in this manual and are as much a part of your Contract as the actual work specifications. All terms and conditions of this OCIP Manual are incorporated by reference into your Contract, and you are required to bind all your lower-tiered subcontractors to the terms, conditions and requirements of this manual.

NOTE: This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the insurance policies will govern how coverage is applied. The information herein is not intended to alter any provisions of the actual contract documents of the Contractors, and if any such conflict occurs, the contract documents will govern.

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SECTION 1 - DIRECTORY

Owner: **City of Atlanta/Department of Aviation**
Hartsfield-Jackson Atlanta International Airport

Project Development Director
Ted Allen
Phone: 404-530-5512
Email: ted.allen@atlanta-airport.com

Risk Management - COA
Kathy Lloyd
Phone: 404-330-6877
Cell: 404-569-0794
Email: klloyd@atlantaga.gov

Risk Management - DOA
Catrina Gilbert
Phone: 404-382-2240
Cell: 404-387-4399
Email: catrina.gilbert@atlanta-airport.com

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

OCIP Account Advocate-
Joan Bahret
Phone: 404-302-3809
Cell: 404-903-8810
Email: joan.bahret@willis.com

OCIP Claims Consultant-
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OCIP Program Administration: **Resurgens Risk Management (RRM)**

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OCIP Safety Director-
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SECTION 2 - DEFINITIONS

Contract: For purposes of this OCIP Manual only, the written agreement between City of Atlanta and the Construction Manager or General Contractor; or between the General Contractor and its Subcontractors; or between the Subcontractor and its lower tiered subcontractors.

Construction Manager (CM): The team retained by the Owner to assist in the management of construction projects.

Construction Safety and Health Plan: The manual that identifies the requirements for the Project's safety and loss prevention program as established by the Owner.

Contractor: For purposes of this OCIP Manual only, Contractor includes construction managers, prime or general contractors, and subcontractors of all tiers that perform work on the Project Site.

Enrolled Contractor(s): A Contractor of any tier who has been awarded work and met the requirements to become enrolled in the OCIP as evidenced by a certificate of insurance issued by the OCIP Administrator. The Owner may, at its discretion, include a Contractor in the OCIP who otherwise would be an Excluded Party by definition.

Excluded Party(ies): Material Hauler(s), contract haulers or truckers, architects/engineers, consultants, manufacturing representatives, vendors, Suppliers, material dealers, guard services, janitorial services, food services, or others merely making deliveries to or pickups from the Jobsite are excluded from the OCIP coverage. In addition, EIFS Contractors, asbestos abatement or other hazardous material Contractors, demolition or blasting Contractors, and Contractors whose contracts are less than $20,000 will be excluded from the OCIP coverage. The Owner may, at its discretion, exclude others from the OCIP.

> ***NOTE: although not covered under the OCIP, all Excluded Parties performing work onsite are required to complete the online OCIP registration in order to provide satisfactory evidence of insurance in compliance with all minimum insurance requirements detailed in this manual.***

General Contractor(s): The firm identified in the Contract with the Owner to construct this Project.

General Contractor's Project Manager: The individual assigned by the General Contractor with overall Project responsibility.

Insured: Owner and all Enrolled Contractors and any other party named as an Insured on the OCIP certificates of insurance.

Insurer(s): Zurich American, Lloyds of London, Catlin and Chartis.

Insurer(s) Loss Control Representative(s): The individual(s) assigned to the OCIP by the Insurer(s) with safety and loss control responsibilities.

Jobsite: For purposes of this OCIP Manual only, the premises as defined in the contract documents appropriate to each project and any scheduled offsite location if dedicated solely to the project and approved by the Owner and Insurers. This shall not include operations at the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property, even if such operations are for fabrication of materials to be used at the jobsite.

SECTION 2 – DEFINITIONS *(CONTINUED)*

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

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

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

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

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

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

Offsite: Premises other than the Jobsite.

Onsite: See Jobsite definition.

Owner: City of Atlanta.

Project Site: See Jobsite.

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

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

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

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

SECTON 3 - GENERAL PROVISIONS

ch Contractor shall comply with the provisions stated below:

1. **Mandatory Compliance**
   Failure to comply with the registration, enrollment and all other requirements outlined in this manual may be deemed non-compliance with the terms of the Contract, and payments may be withheld until requirements are satisfactorily completed and approved by the OCIP Administrator.

2. **Meeting Attendance**
   At the request of the Owner, OCIP Program Management and OCIP Program Administration, Contractors shall attend meetings held to explain and discuss the OCIP.

3. **OCIP Manual Incorporated into Bid Specifications and Contract**
   This OCIP Manual and the Construction Safety and Health Plan will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bids. In addition, this OCIP Manual and the Construction Safety and Health Plan are incorporated into each successful bidder's awarding Contract and accordingly, all provisions require mandatory compliance.

4. **Commencement of Work**
   Contractors shall not commence work at the Jobsite until:
   - **a)** Enrolled Contractors have received a certificate of insurance issued by the OCIP Administrator and provided a certificate for offsite activities as required in this manual, or
   - **b)** Excluded Parties have provided a certificate of insurance as required in this manual, and
   - **c)** All Parties have met the requirements of the Construction Safety & Health Plan.

SECTION 4 - SAFETY AND LOSS PREVENTION

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

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

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

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

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

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

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

Section 4 - SAFETY AND LOSS PREVENTION *(CONTINUED)*

The Project Safety Manager has authorization to stop any work that may stem from non-compliance with safety procedures.

Contractors and Subcontractors will be solely responsible for implementing the safety and loss prevention program and shall designate an Onsite safety competent person to direct their Onsite safety efforts. The safety competent person is responsible for directly overseeing the Contractor's and Subcontractor's employees to ensure that their safety programs and actions adhere to and comply with safety standards as established by federal, state, and local codes and regulations, and the **Construction Safety & Health Plan**.

3. **Construction Safety & Health Plan**
   The Owner has developed a **Construction Safety & Health Plan**. The goal of this program is to eliminate injuries to employees and to reduce construction interruptions due to accidents by setting safety requirements. The **Construction Safety & Health Plan** is available to all bidders during the bidding process and will be incorporated into the successful bidders' Contracts.

Effect on Future Modifications: **The premium and loss experience on this Jobsite will be reported to the appropriate rating authorities in the normal manner for use in calculating future experience modifications. The fact that the loss experience on this Project will impact the Contractors' future insurance costs further underscores the importance of compliance with the Construction Safety & Health Plan.**

SECTION 5 - RETURN TO WORK POLICY

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

Purpose

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

Procedures

2. The General Contractor and the Owner will cooperate with the Insurer in conjunction with the Enrolled Contractor to facilitate the return to work of any injured employee capable of modified work status.

3. The Insurer's adjuster will communicate with the managed care clinic or treating physician to determine the injured employee's temporary restrictions.

4. Once the employee is released to modified work, the Insurer's adjuster will coordinate with the managed care nurse and/or treating physician and the employer to facilitate the injured employee's return to work.

5. Upon being released to return to modified work, the injured employee will report to his/her employer for modified work assignment.

6. The employer will obtain from the employee (and provide copies to the General Contractor) the return to work status instructions from the treating physician.

7. The employer is required to accommodate the injured employee to the fullest extent and facilitate the return to work.

8. **Follow Up/Communication with Insurer:** It will be the responsibility of the Insurer's adjuster to maintain communication with the treating physician and employer to facilitate the prompt return to work of an employee to full work status. Should the employee reach maximum medical improvement and still be precluded from returning to full work status, the Insurer's adjuster will confer with the General Contractor and the employer regarding reassignment of the employee or to determine if further action required.

SECTION 6 - INSURANCE PROVIDED BY THE OWNER

The Owner has procured, and will maintain at its own expense, the insurance coverages described below for all Enrolled Contractors. The limits of liability purchased apply collectively to all Insureds. The Owner intends to maintain Workers' Compensation, General Liability and Excess Liability coverage until Notice of Final Acceptance. Products/Completed Operations coverage is extended for 8 years after said notification as specified in the policy. Summaries of the insurance coverages provided by the Insurer(s) are as follows:

1. **Workers' Compensation Insurance**

   Workers' Compensation insurance, as prescribed by the laws of the State of Georgia, and Employer's Liability insurance is provided with the following limits of liability:

$1,000,000	Each Accident
$1,000,000	Each Disease - Each Employee
$1,000,000	Each Disease - Policy Limit

This insurance will cover employees of all Enrolled Contractors while they are performing work at the Jobsite. Offsite operations are **excluded**.

2. **Commercial General Liability Insurance**

   Commercial General Liability insurance is provided for activities at the Jobsite. The Policy has the following limits of liability (limits reinstate annually, except during Products/Completed Operations coverage extension):

$2,000,000	Each Occurrence
$5,000,000	General/Annual Aggregate
$5,000,000	Products/Completed Operations Aggregate (All Projects Combined)*
$2,000,000	Personal Injury and Advertising Liability
$ 300,000	Damage to Rented Premises
$ 10,000	Medical Expense

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

*The Products/Completed Operations aggregate is a single limit for both the policy and extension periods as defined in the policy. Includes Warranty/Repair Work Coverage Extension which provides **general liability** coverage during warranty or repair work undertaken by Enrolled Contractors during their contractual warranty period, but not to exceed two (2) years after the Enrolled Contractor's OCIP coverage is terminated at the conclusion of their work (as defined by the policy). ***NOTE, however, that Contractor's workers' compensation Injuries while involved in warranty/repair work shall be covered under the Contractor's practice policy and not the OCIP.***

Section 6 - INSURANCE PROVIDED BY THE OWNER (CONTINUED)

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

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

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

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

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

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

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

Section 6 - Insurance Provided by the Owner (Continued)

Certificates of Insurance

The OCIP Administrator will issue certificates of insurance for Commercial General Liability, Workers' Compensation/Employers' Liability, Excess Liability and other required coverages to the Construction Manager (if applicable), General Contractor and each Enrolled Subcontractor.

7. **Insurance Policies**

The summary of coverages contained in this OCIP Manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. Each Enrolled Contractor will receive a Workers' Compensation policy. Specimen General Liability and Excess Liability policies are available upon request.

8. **OCIP Insurance Premiums**

The Owner is responsible for the payment of the OCIP premium. All return insurance premiums, insurance dividends, or monies due or to become due in connection with the OCIP shall be to the benefit of the Owner and are hereby assigned to the Owner.

9. **OCIP Cancellation, Termination or Modification**

Notwithstanding any other provision in this manual, it is the Owner's intent to keep the OCIP in force throughout the term of the Project. However, the Owner reserves the right to cancel, terminate or modify the OCIP or any portion thereof. To exercise this option, the Owner will provide 30 calendar days advance, written notice to all Insureds covered under the OCIP.

Enrolled Contractors will be required to immediately affect replacement insurance coverage, equivalent to what is currently required for Offsite and Excluded Parties. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of the Enrolled Contractors' Form 2. Written evidence of such insurance must be provided to the Owner prior to the actual cancellation or termination date of the OCIP.

10. **Contract Termination**

Upon completion of all their work at the Project Site, Contractors whose practice policies have been endorsed with a Designated Workplace Exclusion Endorsement, or similar language, should advise their broker/agent of their work completion and request the endorsement be deleted from their policies. The endorsement must be deleted prior to any Contractor undertaking warranty work at the Project Site.

Section 7 - Insurance Provided by The Contractors and all Subcontractors

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

1. **Business Automobile Liability Insurance**

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

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

   *AOA = Aircraft Operations Area

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

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

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

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

Excluded Parties must provide this coverage for all operations relating to this Project. The policy must contain a waiver of subrogation endorsement in favor of the Owner and other entities as required by contract, and provide not less than the following limits:

a. Workers' Compensation - Statutory Limits

b. Employer's Liability -

$1,000,000	Each Accident
$1,000,000	Each Disease - Each Employee
$1,000,000	Each Disease - Policy Limit

Note that the Owner does not permit Workers' Compensation Exemption Status.

3. Commercial General Liability Insurance

All Enrolled Contractors must have General Liability insurance covering third party losses that occur away from the Project, and after Notice of Final Acceptance or OCIP termination or cancellation. Excluded Parties must provide this coverage for all operations relating to this Project.

Coverage must be on an ISO Occurrence Form acceptable to Owner, and shall include, but not be limited to, Premises-Operations, Personal Injury, Blanket Contractual Liability, Property Damage (with exclusions K&L removed), Fire Legal Liability, Independent Contractors, explosion, collapse and underground, and Products/Completed Operations. Provided below are the minimum insurance limits required:

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

*Including term up to 5 years after substantial completion

4. Umbrella/Excess Liability

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

Umbrella/Excess Liability insurance, insuring against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Employers' Liability, Commercial General Liability and Commercial Automobile Liability). Coverage must be follow form and must apply as excess of the scheduled underlying policies. The General Liability, Automobile Liability and Employers' Liability limit requirement may be met by primary coverage or a combination of primary and Umbrella/Excess insurance.

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

5. **Aviation Liability**

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

6. **Watercraft Liability**

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

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

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

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

8. **Qualifications of Insurers**

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

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

9. **Certificate of Insurance**

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

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

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

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

b) Additional Insured: shall include City of Atlanta and others as required by contract as additional Insureds (as respects General and Automobile Liability). Coverage must be primary and non-contributory.

c) Waiver of Subrogation: shall obtain a waiver of subrogation in favor of City of Atlanta and others as required by contract (as respects Workers' Compensation).

d) Notice of Cancellation: All required policies shall be endorsed to provide that notice of cancellation shall be given to Owner by insurance agent/broker or carrier, or if unavailable, Contractor/Subcontractor must provide Owner with thirty (30) days advance written notice of cancellation or non-renewal (ten (10) days in the event of cancellation for non-payment of premium).

e) The insurance requirements described in the OCIP manual are not intended to, and shall not in any way, limit or quantify the liabilities and obligations each Contractor assumes pursuant to its contract. The insurance requirements are an independent contract provisions and shall survive the termination or expiration of this contract or any subcontract.

Other Insurance Needed As Determined by Enrolled Contractors

The OCIP, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance needed. Enrolled Contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against your existing program. In order to eliminate duplicate insurance premiums, Enrolled Contractors should amend their insurance program to recognize coverage provided to them under this OCIP. It is suggested that Enrolled Contractors' General Liability and Workers' Compensation policies exclude coverage for this Jobsite only to the extent coverage is provided by the OCIP. In this manner, any broadened coverages or limits under the Enrolled Contractors' insurance program will still be available to them. Any insurance for higher limits or other coverages that are required by the Contract, by law, or needed for the Enrolled Contractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under any additional coverages shall be borne by Enrolled Contractors.

Contractors' policies of insurance covering their owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements in favor of the Owner and the General Contractor, their employees, agents or assigns.

SECTION 8 - OCIP ONLINE REGISTRATION FORMS

Step 1 - Online Registration Process

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

Key Information You Will Need To Begin

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

New Users

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

Existing Users

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

Completing Online Forms

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

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

SECTION 8 - OCIP ONLINE REGISTRATION FORMS (CONTINUED)

Step 1 - Online Registration Process

Important Notes

1. The Contractor hereby warrants the accuracy of the information provided to the OCIP Administrator and OCIP insurers, and on the OCIP website; and agrees that the Owner, the OCIP Administrator, and the OCIP insurers may audit the Contractor's records at any time to confirm the accuracy of the information provided, including any changes in the work as referenced in the Contract.

2. Contractors or Subcontractors may not commence work on this Project until enrollment is complete which requires that all forms are received, approved, and a certificate of insurance is provided by the OCIP Administrator to the Enrolled Contractor.

3. Enrollment is NOT automatic – Contractors are required to submit a separate registration for each project/contract they are performing work under. Excluded Contractors (those not eligible to participate in the OCIP due to contract value or scope of services) are also required to complete the online registration.

Failure to submit the completed forms and documentation to the OCIP Administrator within 30 days of the initial request may result in a delay of your monthly progress payments.

5. Accurately estimate payroll anticipated for this Contract (initial bid and all change orders) to develop an accurate estimate of the insurance costs to be tracked by the OCIP administrator. At completion of the each Enrolled Contractor's work, a final audit will be conducted of the actual payroll, receipts and insurance costs. Insurance costs should be based on rates in force at the time of the Contract Award and are **not** subject to change during the project period.

6. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the OCIP Administrator should the work being performed not coincide with the classification codes and rates submitted in the Form 2.

SECTION 8 - OCIP ONLINE REGISTRATION FORMS (CONTINUED)

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

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

Completing Online Form

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

SECTION 8 - OCIP ONLINE REGISTRATION FORMS (CONTINUED)

Step 3 – Online Payroll Reporting

Enrolled Contractors must submit a Form 5 - Monthly Man Hours Report for payroll associated with **Onsite** work for this Project, from the date of enrollment until a closeout form has been submitted. Payroll reports are due by the 10th of each month.

Form 5 – Monthly Man Hours Report

1. To submit online payroll reports, go to https://www.hjiaocip.com/
2. Sign into your user account
3. Select the applicable project number from the drop down box under Active Enrollments
4. Select Form 5
5. Enter reporting month/year, payroll, hours (regular and overtime) and OSHA 300 information

Important Notes

1. Payroll must be submitted separately for each contract awarded.

2. If no work is performed at the site during the reporting period, a report must still be submitted showing "Zero Payroll/Receipts".

3. Use of Class Code 8810 shall apply ONLY to Onsite clerical employees who remain in the Onsite trailer and do not walk the Project.

4. Use of Class Code 5606 shall apply ONLY to individuals dedicated full time to this Project site, who work mainly inside the onsite trailer, and supervised through foreman. Those who directly supervise work must be classified under the governing (majority) class code. Individuals classified under 5606 may not have their time split with another class code.

5. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the OCIP Administrator should the work being performed not coincide with the classification codes and rates submitted.

Failure to promptly provide payroll information will result in a delay of your monthly progress payments.

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

Step 4 – Notice of OCIP 85% Milestone

Form 4 – Notice of OCIP 85% Milestone

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

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

Important Notes

a. Confirm that Contract work is 85% complete, or advise of any changes in the scope of work.

b. Verify that all payroll and hours have been reported accurately.

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

Step 5 – Completion of Work

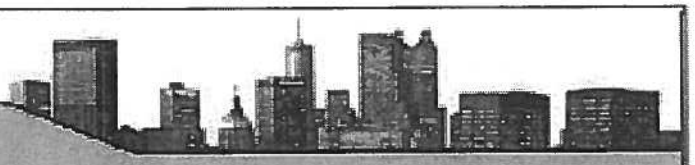
Form 6 – Notice of Completion

Each Enrolled Contractor will submit a Form 6 - Notice of Completion, once the Enrolled Contractor has completed all of its work (including punchlist items).

1. To submit an online Form 6 – Notice of Completion Form, go to https://www.hjiaocip.com/
2. Sign into user account.
3. Select the applicable project number from the drop down box under Active Enrollments.
4. Select Form 6.
5. Insert date of completion.
6. Insert Final Workers Compensation Payroll and Final General Liability Payroll and/or Receipts.
7. Provide names of subcontractors completing work on the same date.
8. Update company information if necessary.
9. Enter your name in the "Form Completed By" field, insert your phone number, Submit.
10. Acceptance is subject to General Contractor's approval.

SECTION 9 - FORMS SECTION

Form 1 – OCIP Registration Form (Part I)



Hartsfield-Jackson Atlanta International Airport OCIP

Attention: Neil Davis, OCIP Administrator / ndavis@rmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 1 - REGISTRATION FORM (PART 1)

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

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

FORM 1.1: COMPANY CONTACT INFORMATION

Project ID*

Project Name*

Name of Firm*

FEIN*

Address*

City, State, Zip*

Contractor is *

Incorporated ☐ Partnership ☐ Sole Prop. ☐ Joint Venture ☐

Phone Number

Ownership

African-American ☐ Hispanic ☐ Female ☐ Disadvantaged ☐

Web Address

Office Contact Name*	Phone*	Ext*	Fax*	E-Mail*
Safety Contact Name	Phone	Ext	Fax	E-Mail
Site Contact	Phone	Ext	Fax	E-Mail
Payroll Contact	Phone	Ext	Fax	E-Mail

SECTION 9 - FORMS SECTION *(CONTINUED)*

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

FORM 1.2: CONTRACT INFORMATION

Type of Work*

Start Date (mm/dd/yyyy)*

Est. Completion (mm/dd/yyyy)*

Contract Value*

Est. # of Subs

Awarding Contractor*

Primary Contractor

FORM 1.3: CONFIRMATION

Form 1 completed by (Print or type the name of person completing form)*

Date Completed *

Title

Phone*

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

Signature*

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SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 2 – OCIP Registration Form (Part 2)

Hartsfield-Jackson Atlanta International Airport OCIP

Attention: Neil Davis, OCIP Administrator / ndavis@rrmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 2 - REGISTRATION FORM (PART 2)

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

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

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

FORM 2.1: INSURANCE PROVIDER INFORMATION

Project

Project Name

Contractor

FEIN

CURRENT INSURANCE INFORMATION

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

Insurance Broker or Agent Company*

Insurance Broker Address

Insurance Contact

Phone*

Fax

Email

FORM 2.2: WORKMENS COMPENSATION INFORMATION

Workers Comp Insurance Co.

Policy Period(mm/dd/yyyy)* to

Policy Number*

WC Experience Modifier*

Deductible

Retention

SECTION 9 - FORMS SECTION *(CONTINUED)*

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

FORM 2.2: WORKMENS COMPENSATION INFORMATION (cont.)

*WC Code**	*Rate**	*Est Payroll**	*Premium**

Subtotal*:	
Increased Limit Factor	
Experience Modifier	
Standard Premium	
Deduct Credit	
Drug Free Workplace Credit	
Premium Discount	
Expense Constant	
Terrorism	
Total WC Premium*	

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

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

FORM 2.3: GENERAL LIABILITY INFORMATION

Current GL Insurance Company: _____

Policy Period (mm/dd/yyyy)*: _____ to _____

GL Policy Number*: _____

GL Rate Based On (select one)*:

☐ Payroll ☐ Receipts ☐ Receipts per $100 ☐ Receipts per $1000 ☐ Flat Rate Premium

SECTION 9 - FORMS SECTION *(CONTINUED)*

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

FORM 2.3: GENERAL LIABILITY INFORMATION (cont.)

GL Code*	Rate*	Est. Payroll/ Receipts*	Premium*

Subtotal*

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

Premium Discount

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

Total GL Premium*

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

FORM 2.4: UMBRELLA & EXCESS COVERAGE

Umbrella Insurer	Coverage Limit	Policy Period (mm/dd/yyyy)	Policy Number	Premium
		to		

Excess Insurer (if none or unknown, leave these spaces blank)	Coverage Limit	Policy Period (mm/dd/yyyy)	Policy Number (enter number values, or leave blank if none or unknown)	Premium
		to		

Premium

Profit & Overhead

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

Grand Total Premiums

SECTION 9 - FORMS SECTION *(CONTINUED)*

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

FORM 2.5: AUTO INSURANCE INFORMATION

Current Auto Liability Insurance Company

Policy Period (mm/dd/yyyy to mm/dd/yyyy) to

Auto Policy Number*

Liability Coverage Limit

Vehicles Covered

Vehicles On Site

Mobile Equipment

Total Auto Annual Premium

FORM 2.6: CONFIRMATION

NOTE: It is each Contractor's responsibility to notify its own insurance carrier to exclude all work to be done under this contract from its current insurance program.

City of Atlanta as sponsor of the OCIP, or their Agent, is granted permission by Contractor to inspect the insurance and receipt records used in determining the above credit. At completion of the work, City of Atlanta's Agent shall audit the project receipt records of Contractor and adjust contract amount for final audited insurance premiums in accordance with the insurance premium audit provisions of the insurance policy. Any and all returns of premiums, dividends, discounts or other adjustments to any OCIP policy is assigned, transferred and set over absolutely to City of Atlanta. This assignment is valid for insurance policies whose premiums have been paid by City of Atlanta on behalf of such Contractor.

Fax all supporting information to the number above as soon as you have completed this form. NO certificates or policies can be provided until this form and all related documents are received.

Signed (Name of person completing form)*

Date Completed

Title

Phone*

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

Signature

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SECTION 9 - FORMS SECTION *(CONTINUED)*

Basis of Insurance Cost Calculation – Coverage and Limits

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

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

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

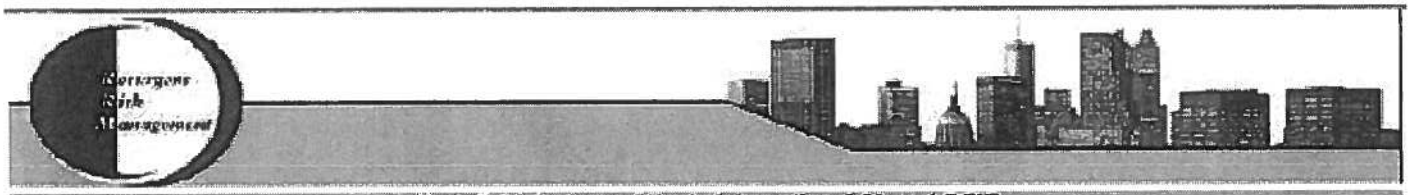
*Including term up to 5 years after substantial completion

4. **Umbrella/Excess Liability** -

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

SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 3 – Change Order Form



Hartsfield-Jackson Atlanta International Airport OCIP

Nell Davis, OCIP Administrator / ndavis@rrmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 3 - CHANGE ORDER FORM

Contractor: _____ FEIN: _____

Address: _____ City, State, Zip _____

Office Contact Name: _____ Phone & Ext.: _____ Office Contact E-Mail: _____ Fax: _____

Project ID: _____ Contract Value: _____ Type of Work: _____

Awarding Contractor: _____ Prime Contractor: _____ Start Date (mm/dd/yyyy): _____ Est Completion Date (mm/dd/yyyy): _____

For work to be performed under this Contract/Change Order: Information disclosed on this form is subject to audit and adjustment throughout the term of the construction project.

WC Code*	Rate*	Est. Payroll*	Premium*

SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 3 – Change Order Form *(Cont.)*

GL Rate Based On*

☐ Payroll ☐ Receipts ☐ Receipts per $100 ☐ Receipts per $1000 ☐ Flat Rate Premium

GL Code*	Rate*	Est. Payroll/ Receipts*	Premium*

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

Premium Discounts	
Total GL Premium	
Estimated Subcontractor Premiums (Fax Cost Identification Sheet for Each Subcontractor or Calculate 3% of Subcontractor value for Each Subcontractor's Estimated Insurance Cost)	
Umbrella Premium	
Excess Liability	
TOTAL	

Name (Print or Type)

Phone

Title

Date Completed

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

Signature

© 2012 Resurgens Risk Management, Inc.

SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 4 – Notice of Substantial Completion (85%)

Hartsfield-Jackson Atlanta International Airport OCIP

Attention: Neil Davis, OCIP Administrator / ndavis@rrmgt.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 4 - NOTICE OF SUBSTANTIAL COMPLETION (85%)

Contractor:		FEIN:	

Please be advised, we are scheduled to complete our work for

Awarding Contractor:		Prime Contractor:	
Project ID:		Completion Date:	
Project Name:			

We used the following subcontractors, who will also complete their work on the date shown above

- ○ This is our only job at Hartsfield-Jackson Atlanta International Airport
- ○ We are still working on the following jobs at Hartsfield-Jackson Atlanta International Airport

Awarding Contractor	Job Name and Description	Prime Contractor

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information

Name:			
Phone:		Fax:	
Email:			
Address:			
City:		State:	Zip:

Form Completed by (printed or typed name):	Phone:
Title:	Date:
Signature	

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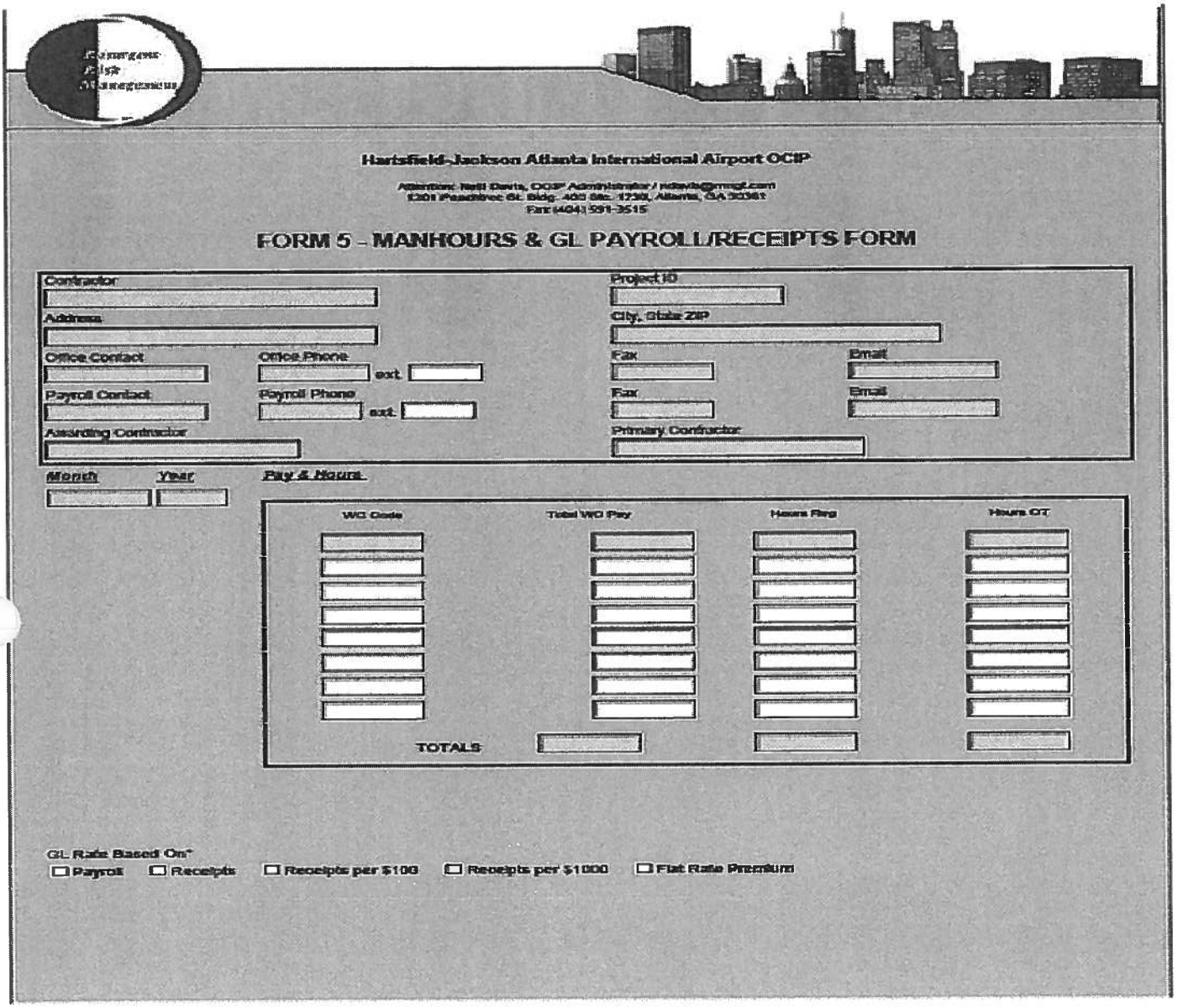
SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 5 –Man Hours & Payroll/Receipts Form



Hartsfield-Jackson Atlanta International Airport OCIP

Attention: Neil Davis, OCIP Administrator / ndavis@rrmgf.com
1201 Peachtree St. Bldg. 400 Ste. 1730, Atlanta, GA 30361
Fax (404) 591-3515

FORM 5 - MANHOURS & GL PAYROLL/RECEIPTS FORM

Contractor
Project ID
Address
City, State ZIP
Office Contact
Office Phone ext.
Fax
Email
Payroll Contact
Payroll Phone ext.
Fax
Email
Awarding Contractor
Primary Contractor

Month
Year
Pay & Hours

WC Code	Total WC Pay	Hours Reg	Hours OT
TOTALS			

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

SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 5 –Man Hours & Payroll/Receipts Form *(Cont.)*

Payroll or Receipts & Hours

GL Code	Total Payroll/Receipts	Hours Reg	Hours OT
TOTALS			

Umbrella Deductible

Payroll or Receipts & Hours

	Total Payroll/Receipts	Hours Reg	Hours OT
TOTALS			

OSHA 300 Log: Illness & Injury

How many cases of work-related injuries and illnesses occurred during this reporting period?

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

Form Completed by (printed or typed name):

Date Completed

Title

Phone

Signature

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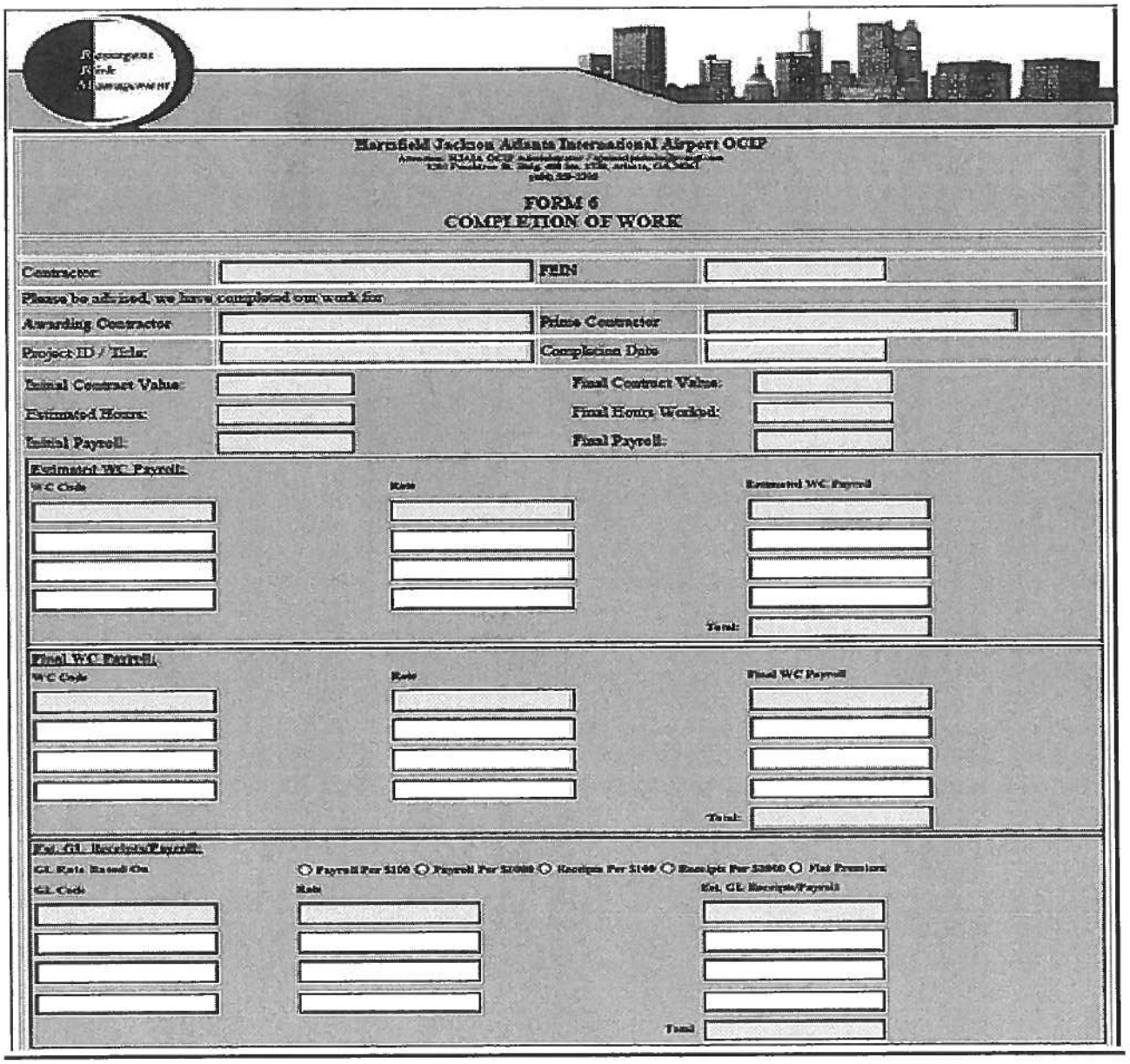
SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 6 – Notice of Completion



Hartsfield Jackson Atlanta International Airport OCIP

FORM 6
COMPLETION OF WORK

Contractor:		FEIN	
Please be advised, we have completed our work for:			
Awarding Contractor:		Prime Contractor:	
Project ID / Title:		Completion Date:	
Initial Contract Value:		Final Contract Value:	
Estimated Hours:		Final Hours Worked:	
Initial Payroll:		Final Payroll:	

Estimated WC Payroll:

WC Code	Rate	Estimated WC Payroll
	Total:	

Final WC Payroll:

WC Code	Rate	Final WC Payroll
	Total:	

Est. GL Receipts/Payroll:

GL Rate Based On: ○ Payroll Per $100 ○ Payroll Per $1000 ○ Receipts Per $100 ○ Receipts Per $1000 ○ Flat Premium

GL Code	Rate	Est. GL Receipts/Payroll
	Total	

SECTION 9 - FORMS SECTION *(CONTINUED)*

Form 6 – Notice of Completion *(Cont.)*

Final GL Receipts/Payroll:

GL Rate Based On ○ Payroll Per $100 ○ Payroll Per $1000 ○ Receipts Per $100 ○ Receipts Per $1000 ○ Flat Premium

GL Code	Rate	Final GL Receipts/Payroll
	Total	

Initial Bid Deduct _____ (Initial WC Prem + GL Prem +Umb Prem)

Final Bid Deduct : _____ (Final WC Prem + GL Prem +Umb Prem)

We used the following subcontractors, who will also complete their work on the date shown above:

○ This is our only job at Hartsfield Jackson Atlanta International Airport

○ We are still working on the following jobs at Hartsfield Jackson Atlanta International Airport.

Awarding Contractor	Job Name and Description	Prime Contractor

Final insurance audits may be made under the applicable policies. Please show who in your office (or another location if applicable) is responsible for this information.

Name _____

Phone _____ Fax _____

Email _____

Address _____

City _____ State _____ Zip _____

Form Completed by (Name) _____ Phone _____

Title _____ Date _____

Signature _____

© 2010 Resurgens Risk Management, Inc.

City of Atlanta, Hartsfield-Jackson Atlanta International Airport

Sample Certificate

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
INSURANCE AGENT'S NAME **ADDRESS** **CITY, STATE ZIP CODE** **TELEPHONE NO. (INCLUDING AREA CODE)**	PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURED **YOUR COMPANY NAME** **ADDRESS** **CITY, STATE, ZIP CODE** **TELEPHONE NO. (INCLUDING AREA CODE)**	INSURER A : ABC Insurance Company	
	INSURER B : DEF Insurance Company	
	INSURER C : GHI Insurance Company	
	INSURER D : JKL Insurance Company	
	INSURER E :	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC			Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE DAMAGES TO RENTED PREMISES(Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$1,000,000 $300,000 $ $1,000,000 $2,000,000 $2,000,000
B	AUTOMOBILE LIABILITY ANY AUTO [X] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			Policy Number	MO/DAY/YR	MO/DAY/YR	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY(Per accident) PROPERTY DAMAGE (Per accident)	See Limit* $ $ $ $
C	UMBRELLA LIAB [X] EXCESS LIAB CLAIMS-MADE DED RETENTION $			Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE AGGREGATE	SEE Limit Requirements
D	WORKERS COMPENSATION AND EMPLOYERS ' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		Policy Number	MO/DAY/YR	MO/DAY/YR	[X] WC Statutory Limits [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE – EA EMPLOYEE E.L. DISEASE – POLICY LIMIT	 $500,000 $500,000 $500,000
	OTHER							

***Coverage Limit Requirements:**
****AOA = Aircraft Operations Area**
$ 2,000,000 Combined Single Limit – Operations in NON-AOA**
$10,000,000 Combined Single Limit – Operations in AOA**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: City of Atlanta, Hartsfield –Jackson Atlanta International Airport ADDITIONAL INSURED (AUTO AND GENERAL LIABILITY): City of Atlanta and General Contractor. Coverage is primary & non-contributory. WAIVER OF SUBROGATION (WORKERS' COMPENSATION) for City of Atlanta and General Contractor.

CERTIFICATE HOLDER	CANCELLATION
City of Atlanta **68 Mitchell Street, Suite 9100** **Atlanta, GA. 30303** **Email to : neill.davis@atlanta-airport.com** **Phone : 404-559-2395**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

PLEASE SUBMIT TO: Neill Davis, Resurgens Risk Management,
Phone No. 404.766.8715, Fax No. 404.559.2395, E-Mail Address Neill.Davis@atlanta-airport.com

RRM Resurgens Risk Management

Willis

EXHIBIT D-1
PERFORMANCE AND PAYMENT BONDS

1. At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's contract value as specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's contract value as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.

3. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.

4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.

5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

EXHIBIT D-1

ATTACHMENT 1

Performance Bond

INSTRUCTIONS

1. **This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.**

2. **The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.**

3. **Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.**

4. **Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.**

5. **Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.**

6. **The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.**

7. **Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."**

8. **The name of each person signing this bond shall be typed or printed in the space provided.**

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal ("Principal),
(Legal Name and Address)

and _____ as surety ("Surety"), are held and firmly bound unto the
(Legal Title and Address of Surety)

CITY OF ATLANTA as Obligee ("Owner"), in the amount of _____DOLLARS

($_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators,

successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an Agreement with the Owner bearing date of _____ and

in the same monetary amount of this bond for: **FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION** accordance with

drawings and specifications prepared by: _____which said
(Full Name and Title)

Contract and Task Order are incorporated herein by reference and made a part hereof, and is hereinafter referred

to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any negligent act or omission, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, materialmen or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

(1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Agreement for increases in the penal amount of this bond and waives notice from the Owner of any such changes, as set forth in the Contract Documents.

(2) If pursuant to the Contract Documents the Principal shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner, within twenty-five (25) days after receipt of a declaration of default, of the Surety's election to either remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction or each item of defective work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.

(3) It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.

(4) No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

(5) For the purposes of this bond, the name and address of the Authorized Agent of the Owner to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

Mr. Frank Rucker
1255 South Loop Road
College Park, GA 30337

(6) Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 36-91-70, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

Approved as to form: _____ **Senior Assistant City Attorney**	**Contractor**
Corporate Surety: _____ **Surety Name (Type)** **By:**_____ **Attorney-In-Fact (Sign)** **Name:**_____ **Attorney-In-Fact (Type)** **(Seal)**	**Signature:**_____ **Name:**_____ **Title:**_____ **ATTEST:** _____ **SECRETARY/ASST. SECRETARY** **[Affix Corporate Seal]**

EXHIBIT D-1

ATTACHMENT 2

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.

2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.

3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.

4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.

6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.

7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."

8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

That_____as Principal ("Principal) and
(Legal Title and Address)

_____as Surety ("Surety") are held and firmly bound unto the
(Legal Name and Address of the Surety)

CITY OF ATLANTA as Obligee ("Owner") in the amount of: _____DOLLARS
(Insert Contract Price)

($_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents. WHEREAS, the Principal has entered into an Agreement with the Owner bearing date of _____ and in the same monetary amount of this bond for **FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION** in accordance with the drawings and specifications prepared by: _____ which said Contract and Task
(Here insert Full Name and Title)

Order *are* incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

(1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Contract for increases in the penal amount of this bond and waives notice from the Owner of any such changes.

(2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery or equipment in the prosecution of the work provided for in said Contract and as provided in O.C.G.A §§ 36-91-90, et seq.

(3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond shall have the rights and obligations set forth in O.C.G.A §§ 36-91-90, et seq.

(4) No action can be instituted on this bond after one year from the completion of the Contract and acceptance of the Project by the proper public authorities.

(5) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 36-91-90, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

Approved as to form: _____ **Senior Assistant City Attorney**	**Contractor**
Corporate Surety: _____ **Surety Name (Type)** **By:**_____ **Attorney-In-Fact (Sign)** **Name:**_____ **Attorney-In-Fact (Type)** **(Seal)**	**Signature:**_____ **Name:**_____ **Title:**_____ **ATTEST:** _____ **SECRETARY/ASST. SECRETARY** **[Affix Corporate Seal]**

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

Insurance Information Form (Page 1)

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

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

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

(Attach Worksheet if more than five codes are used)

Totals: $_____ $_____

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

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

Insurance Information Form (Page 2)

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

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

Signed by:_____ Title:_____

Print Name: _____ Date:_____

Contractor's Insurance Broker or Agent:

Name:_____ Contact: _____

City:_____ Phone: _____
(Include Area Code)

Workers' Compensation Classification Codes

Code	Description
8601	Architect, or Engineer – Consulting
5188	Automatic Sprinkler Head Installation
5190	Cable Installation and Drivers
5403	Carpentry
5437	Carpentry-Trim and Cabinet
5610	Cleaner-Debris Removal
8810	Clerical Office Employees
5213	Concrete Construction
5221	Concrete or Cement Work-Floors, Driveways, Yards or Sidewalks and Drivers
6325	Conduit Construction – For Cables or Wires, and Wires and Drivers
5606	Contractor – Executive Supervisor
6229	Drainage or Irrigation System Construction, and Drivers
6204	Drilling NOC and Drivers
3724	Electrical Apparatus Installation or Repair, and Drivers
7538	Electrical light or Power Line Construction, and Drivers
5190	Electrical Wiring
5160	Elevator Erection or Repair
6217	Grading or Land, and Drivers
6400	Fence Erection – Metal
9521	Floor Covering Installation
6319	Gas, Steam, or Water Main Connection, and Drivers
5462	Glaziers – Away from Shop
6217	Grading or Land, and Drivers
5479	Insulation Work NOC
5057	Iron and Steel Erection
6229	Irrigation System Construction
0042	Landscape Gardening
5022	Masonry
3724	Milwright work, and Drivers
6003	Pile Driving
5183	Plumbing, and Drivers
7219	Rigging, and Drivers
6306	Sewer Construction – All Preparation, and Drivers
Code	Description

5538	Sheet Metal Work – Shop and Outside, and Drivers
5703	Shoring (including Sheeting, Bracing, Decking, etc.)
3726	Tank Erection or Repair – Metal – Within Buildings
5445	Wallboard Installation

Other

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT "D", CONSTRUCTION SAFETY AND HEALTH PLAN

The CONTRACTOR is required to provide a Site Specific Safety and Health Plan (Plan). This Plan is part of the Contract Documents. The CONTRACTOR must, at all times, comply with all aspects of the approved Plan as well as ensure that all employees and subcontractors comply with the provisions of the Plan. This Plan is a "living document" and will be updated as needed. This Site Specific Safety and Health Plan must be developed in accordance with the guidelines in Appendix 1 of this document.

The Site Specific Safety and Health Plan must be submitted in writing to the Engineer and approved prior to commencing Work at the Jobsite.

Costs for performing all Work necessary to provide a secure site must be incidental to the prices for other items of Work, and not priced separately.

EXHIBIT D

CONSTRUCTION SAFETY AND HEALTH PLAN (OCIP)
FC-8314 Domestic CV & Taxi Hold Lot

1.0 Safety and Health Plan.

1.1 The City of Atlanta ("CITY") has established this Construction Safety and Health Plan ("Plan") to promote safety and to minimize and control hazards and risks associated with construction projects at the Airport.

1.2 It is our goal to have zero safety incident Projects where all personnel can perform assigned tasks in a safe environment in accordance with governmental requirements and industry standards as specified in paragraph 2.0 of this document.

1.3 In this Plan, CITY's Safety Representatives include City of Atlanta's Office of Enterprise Risk Management, its CITY Controlled Insurance Program Safety (OCIP) Director, the Program Safety Manager, designated CITY Safety professionals performing as Owner Representative, and any other designee of CITY. In the event of any conflicting determinations among the CITY's Safety Representatives and / or consultants, the decision of the Director of CITY's Office of Enterprise Risk Management shall prevail.

1.4 The following CONTRACTOR submitted plans require approval by CITY before construction work can be started:

1.4.1 Site Specific Safety Plan (see paragraph 8.0 of this document)

1.4.2 Fire Prevention Plan (see paragraph 9.0 of this document)

1.4.3 Hazard Communication Plan (see paragraph 10.0 of this document)

1.4.4 Traffic Control Plan (see paragraph 11.0 of this document)

1.4.5 Trench Excavation Plan (if required) (See paragraph 12.0 of this document)

1.5 If a project is designated to be covered under the OCIP insurance coverage, the CONTRACTOR must first enroll the company through the OCIP web-based system and, additionally, ensure all subcontractors are properly enrolled. No contractor or subcontractor personnel will be allowed on a construction site until

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

2.0 Government Requirements and Industry Standards.

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

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

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

3.1 Contractor Responsibilities.

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

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

3.1.2 CONTRACTOR's Project Safety Manager may conduct as many inspections as he/she deems necessary on a daily basis. However, CONTRACTOR **must conduct** at least one (1) inspection per day of CONTRACTOR's Work, Jobsites and storage areas to assure safe conditions and practices. The Project Safety Manager will determine the number of daily inspections based on the sensitivity of the work being performed and in a sufficient manner to monitor safe operations on the Project.

3.1.3 Provide for training of all Employees in all Plan requirements, to include OCIP and CONTRACTOR safety orientation as well as trade training.

3.1.4 Immediately report to CITY'S Safety Representatives of any death, injury or damage to property at any Jobsite (or Work storage area) on the Airport or any other property adjacent to or near the Airport at which Work under this Contract is performed, per paragraph 7.0 of this document.

3.1.5 Full cooperation in the conduct of inspections by CITY's Safety Representatives, governmental agencies and other agencies of competent jurisdiction, e.g. OSHA. Copies of citation notices received by CONTRACTOR or its subcontractors from such agencies must be submitted to the CITY's Safety Representatives immediately upon receipt.

3.1.6 Use of equipment and protective devices as required by applicable regulatory agencies and CITY.

3.1.7 Immediate correction by CONTRACTOR of any unsafe conditions or unsafe acts by its employees, subcontractors, vendors, suppliers, etc.

3.1.8 Medical surveillance requirements for personnel exposed to hazardous substances, e.g. radiation badges.

3.1.9 Safety requirements and procedures for decontamination facilities, e.g. protective clothing and warning signs.

3.1.10 The use of forms and other information attached to this Plan, or such other forms or versions of those forms that CITY may, from time to time, direct CONTRACTOR to use.

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

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

4.1 **General.** CONTRACTOR must:

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

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

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

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

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

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

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

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

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

4.1.6.1.1	EMR:	1.00
4.1.6.1.2	LWDC:	2.00
4.1.6.1.3	OSHA Recordable:	4.00

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

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

4.2 Training Attendance Requirements.

4.2.1 All Employees must attend a required Project Safety Orientation Class provided by the CONTRACTOR prior to starting Work on any Airport project. The orientation will cover all requirements outlined in section 4.4.1. After completion of the Project Safety Orientation Class, workers will receive an OCIP badge that must be worn on the outer layer of clothing between the belt and the shoulder.

4.2.2 CONTRACTOR, upon request, must provide evidence of the competent person's training for critical items of work (e.g., trench excavation).

4.3 CONTRACTOR Project Safety Manager Approval Process.

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

4.3.2 CONTRACTOR's project manager and superintendent must have a minimum of OSHA 30 safety training.

4.3.3 CONTRACTOR's Project Safety Manager must be OSHA 500 authorized.

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

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

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

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

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

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

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

4.4.5 Assist Program Safety Manager in the follow up root cause analysis, to include all documentation requested by the Program Safety Manager.

4.4.6 Review safety meeting reports submitted by all Job Superintendents and take necessary action to ensure that meaningful weekly safety meetings are being conducted.

4.4.7 Implement safety-training programs for all Job Superintendents and Employees applicable to specific responsibilities of each position.

4.4.8 Control the availability and use of necessary safety Equipment, including Personal Protective Equipment (PPE) for all Employees.

4.4.9 Cooperate with Safety Managers of other contractors, and take necessary steps to promptly implement appropriate safety recommendations.

4.4.10 Hold safety meetings on a weekly basis. Documentation of topics discussed and attendees must be maintained by CONTRACTOR and provided to the CITY'S Safety Representatives on the Monday following each week of the Project Work. Meetings must be conducted to accommodate all language requirements of the CONTRACTOR's Employees attending.

4.4.11 Provide monthly man-hour reports to the OCIP Administrator on the Monday following the 10th of the month. CONTRACTOR will ensure compliance of his staff and his subcontractors.

4.4.12 Attend the scheduled OCIP Safety Meeting at time and location determined by the OCIP Safety Director. The schedule of OCIP Safety meetings will be provided at the start of the project.

5.0 Miscellaneous Safety Requirements.

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

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

5.2 **Safety Orders.** CONTRACTOR must have copies of appropriate Federal, State and Local Safety Regulations at all Jobsites available for Employees to review and must comply with all provisions.

5.3 **General Safety Provisions**. CONTRACTOR must protect the health and safety of Employees, the public and other Persons, prevent damage to property, Materials, supplies, and Equipment and avoid interrupting the normal operation of the Airport. Although the list below is not exhaustive, CONTRACTOR must:

5.3.1 Ensure only approved safety cans are used for flammable and combustible liquids. "No Smoking or Open Flame" signs and fire extinguishers must be provided where required or as directed by owner's safety representative. Approved safety cans must be metal with flash arresters and spring-loaded tops.

5.3.2 Prevent construction/maintenance activities or materials from hampering any crash-fire-rescue vehicle access to any parts of the Airport.

5.3.3 Continuously remove all bird attractions, such as edibles (food scraps, etc.) or other miscellaneous garbage, trash, or pooled water at all Jobsites where CONTRACTOR is performing Work.

5.3.4 Secure all material and equipment to prevent displacement from wind or jet blast. No survey or barricade tape is to be used on any project inside the Aircraft Movement Area (AMA).

5.3.5 Have temporary electrical service equipped with ground fault circuit interrupters.

5.3.6 Provide adequate and proper fencing, barricading, marking, and lighting of construction, maintenance or other sections of the Airport that are temporarily closed to normal Airport use.

5.3.7 Ensure that all Employees working on, erecting, dismantling or modifying any scaffolding are trained by a competent person.

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

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

6.1 When it is necessary to maintain public use of Jobsites involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, CONTRACTOR must protect the public with appropriate guardrails, lighting, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. This mandatory protection must guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.

6.2 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public must be kept clear of obstructions to permit safe ingress and egress of the public at all times.

6.3 Appropriate warnings, signs and instructional safety signs must be conspicuously posted where necessary. In addition, a signalman must control the movement of motorized equipment in areas where the public might be endangered, in accordance with the MUTCD.

6.4 Sidewalk sheds, canopies, catch platforms, and appropriate fences must be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.

6.5 A temporary fence must be provided around the perimeter of above ground operations adjacent to public areas, except where a sidewalk shed or fence is required. Perimeter fences must be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence must be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence. Fences, which serve also as a component of the airfield security fence or within the Air Operations Area (AOA), shall be constructed in accordance with applicable Airport specifications.

6.6 Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding three hundred (300 feet) (90 m) also must be maintained, unless otherwise modified by CITY.

6.7 CONTRACTOR must furnish, erect, and maintain all barricades, warning signs and markings for hazards necessary to protect the public and the Work. When used during periods of darkness, such barricades, warning signs and hazard markings must be suitably illuminated, in accordance with the MUTCD.

6.8 Warning signs and lights, meeting Airport and FAA requirements, must be maintained from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public. These items must be placed at both ends of the protections or obstructions and not over twenty (20) feet apart alongside of the protections or obstructions.

6.9 Temporary sidewalks must be provided when a permanent sidewalk is obstructed by CONTRACTOR's operations. Guardrails must be provided on both sides of temporary sidewalks.

6.10 Fuel-burning lanterns, burn barrels, torches, flares, or other open-flame devices, are prohibited.

7.0 Accident Investigation and Reporting.

7.1 **ALL ACCIDENTS, INCIDENTS, NEAR MISSES, UNSAFE ACTS OR UNSAFE CONDITIONS MUST BE <u>IMMEDIATELY</u> REPORTED PER THE INCIDENT REPORTING PROTOCOL AND FOLLOWED UP WITH A WRITTEN REPORT WITHIN TWENTY-FOUR (24) HOURS OF THE OCCURRENCE. THIS PROTOCAL DOCUMENT WILL BE PROVIDED UPON ENROLLMENT IN THE OCIP.**

7.2 **First Aid. All accidents which occur from operations or Work performed at the Airport <u>must</u> be referred to the listed panel of physicians, <u>except in</u> cases of extreme emergency. This list will be provided to the CONTRACTOR upon enrollment in the OCIP.**

7.3 **Emergency Telephone Numbers. CONTRACTOR <u>must post</u> a list of emergency telephone numbers; to include** doctor and ambulance, fire, etc., next to telephones at the Project.

7.4 **Posted panel of physicians.** CONTRACTOR must post the Panel of Approved Physicians furnished by the OCIP Insurance Carrier in a conspicuous location where it can be seen by all Employees.

7.5 CONTRACTOR must secure the affected area immediately after the accident in order to prevent any alteration of the scene before the investigation. The area is to be cordoned off and an individual posted by CONTRACTOR to restrict unauthorized personnel as necessary.

7.6 CONTRACTOR shall not make any news releases or statements to the public regarding any matters related to the Project.

7.7 CONTRACTOR must obtain witness statements when there has been an incident/accident. The witness must sign and date the statement. CONTRACTOR must provide the CITY'S Safety Representatives with all witness statements within twenty-four (24) hours of completion of witness statements.

7.8 The Incident/Accident Report form must be filed within twenty-four (24) hours of the occurrence with the CITY's Safety Representative, the Program Safety Manager, and the OCIP Safety Director.

7.9 Appropriate drug screening must be conducted after any incident or accident within four (4) hours.

7.10 CONTRACTOR will conduct a root cause analysis with the appropriate parties involved in the incident and other stakeholders within 48 hours of the incident. A detailed summary report of the results of the analysis will be provided to the CITY's Program Safety Manager and the OCIP Safety Director.

8.0 Site-Specific Safety Plan.

8.1 **General:** This Plan is intended as a universal document for all work the CONTRACTOR is to perform per the Contract Documents. Once approved by the CITY's Office of Enterprise Risk Management, it must be fully briefed and disseminated to all contractor personnel and subcontractor personnel. This Plan is a "living document" and will be updated as needed.

8.2 Site specific safety plan must be developed in accordance with guidelines in Appendix 1 of this document.

9.0 Fire Prevention Plan / Program.

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

9.1.1 At a minimum, OSHA and NFPA standards.

9.1.2 Restriction of burning to designated areas. No unauthorized fires shall be permitted on Jobsite.

9.1.3 Assignment of fire watches, trained and equipped to prevent or control fires, for all welding and burning operations. Fires should be monitored for three hours after the burning.

9.1.4 Proper identification, storing, handling and use of inflammable Material to prevent accidental ignition.

9.1.5 Adequate fire extinguishing Equipment appropriate for the operations being performed must be provided and Employees must be trained in the maintenance and use of such Equipment.

9.1.6 Evacuation procedures and fire drills as required by the Program Safety Manager.

10.0 Hazard Communication Plan / Program.

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

10.1.1 Receipt/Identification of Material Safety Data Sheets (MSDS) for Materials being brought onto the Jobsite by CONTRACTOR or its Subcontractors.

10.1.2 Employee training on MSDS's and in the handling and disposal of Materials that fall under statutory regulations.

10.1.3 Medical Surveillance Program. CONTRACTOR will establish a medical surveillance program to monitor the health of employees whose work environment may be exposed to

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

11.0 Traffic Control Plan.

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

12.0 Trench Excavation Plan.

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

13.0 Construction Requirements.

13.1 **Fall Protection Requirements.** These fall protection requirements are mandatory for all trades, involved in performing Work on the Project.

13.1.1 CONTRACTOR must apply and enforce 100% fall protection for all work performed six (6) feet or more above ground or finished floor level.

13.1.2 CONTRACTOR must take all practical measures to eliminate, prevent and control fall hazards. The Project must be surveyed prior to the commencement of any Work to identify all hazards of Personnel falling from elevations. First consideration must be given to the elimination of those hazards. If a fall hazard cannot be practically eliminated, second consideration must be given to implementing effective permanent means of fall protection.

13.1.3 All Employees who are working where fall hazards cannot be eliminated or falls prevented must be uniformly equipped,

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

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

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

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

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

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

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

Appendix 1 to Exhibit D

Components of a CONTRACTOR Health and Safety Plan

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

a. Company commitment to being incident and injury free, and your company's philosophy on safety.

b. Company acknowledgement that they will support and participate in a light duty/return to work policy. Reference the "Return to Work" section in the OCIP Manual.

c. Company acknowledgement that they will commit to drug free workplace.

d. Company acknowledgement that they will comply with OSHA Standards 29 CFR 1926, 29 CFR 1910 and 46 CFR (if applicable)

e. Project Safety Manager's name and lines of authority, his authority regarding safety matters.

f. The following attachments should follow the commitment letter:
   1. Project Safety Manager and Alternate Safety Manager's resumes (must meet specification qualifications).
   2. Contact List for Supervisory Staff:
      i. Name
      ii. Job Title
      iii. Office Telephone Number
      iv. Cellular Telephone Number
      v. E-mail address
   3. List of Subcontractors:
      i. Name of Subcontractor
      ii. Address
      iii. Contact Person
      iv. Office Telephone Number
      v. Cellular Telephone Number
      vi. E-mail address

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

Section 3 – This section should include your company drug policy which incorporates Section 2 of Appendix 2, Safety Rules for All Projects.

Section 4 – This section should include the site specific job hazard analysis for your project. It should take the tasks in your project schedule, analyze the hazards and list the proposed safety measures to abate those hazards.

Section 5 – This section should include your health and safety program administration.

a. How you intend to conduct the on-site, day-to-day operations of your program and roles / responsibilities of those in your organization in compliance with state, federal and local jurisdictions, commitment to safety education and training.

b. How you handle new hire training, employee responsibilities, first aid, CPR, Return to Work Program, etc.

c. Include in this section how you will address the items included in 29 CFR 1926 Subpart C General Safety and Health Provisions.

Section 6 – This section should be broken up into safety categories. At a minimum, it shall include sections on the following:

a. Safe Work Practices
b. Housekeeping
c. Personal Protective Equipment
d. Respiratory Protection
e. Hearing Protection
f. Fall Protection
g. Fire Prevention
h. Ladder, Stairway and Ramp Safety
i. Scaffolding
j. Electrical Safety
k. Lockout / Tag out Procedures
l. Tool safety
m. Personal Hoists / Man-lifts
n. Welding and Cutting
o. Compressed Gas Cylinders
p. Excavation and Trenching
q. Mobile Equipment Operation and Operator Training
r. Trucking
s. Steel Erection
t. Cranes & Rigging
u. Hazardous Material Handling
v. Hazard Communication Compliance
w. Confined Space Entry Program
x. Concrete and Masonry Construction
y. Demolition
z. Explosives
aa. Work Zone Safety – MUTCD
bb. Site Security

cc. Miscellaneous – (Include any applicable items not covered above needed to successfully complete your contract.

Note: Not all items in Section 6 may be used in the course of your construction. If an item is not relevant, you may leave it out of your plan, but indicate under that item that it is not needed for your project. There may also be items not included above that are relevant, but which are not included above. Those items must still be addressed in your plan.

A failure to include items in your safety plan which may be needed later will not relieve you of the responsibility to comply with all government standards that would apply and we reserve the right to require a supplemental safety submission to address that specific issue.

Appendix 2 to Exhibit D

Safety Rules for All Projects

1. **OCIP Site Badges and OCIP Safety Orientation.**

   a. Badges will be issued upon completion of the required safety orientation and will be good until the expiration date shown on the badge. If a worker changes companies or projects, that worker may come in with a Safety Orientation Sign-Off Sheet from the CONTRACTOR'S Project Safety Manager for the new project. Information in the OCIP database will be updated and a new badge issued. Specified times for badging will be given to the contractor at the pre-construction meeting.

   b. All workers shall display their OCIP badge on the outer layer garment of clothing between the belt and shoulder. Workers who are on site without a badge will be asked to leave the project.

   c. Workers who lose their badge will be required to pay a $20.00 replacement fee for a new badge.

2. **Drug and Alcohol Testing.**

   a. Use and/or possession of intoxicants, alcohol or drugs, are strictly prohibited. Use and/or possession will result in immediate termination and removal from the project.

   b. Drug testing shall be a regular part of your program and include the following types of testing:

      i. Post Accident – a worker who has an accident will be drug tested at the hospital or clinic. This applies to property and personnel incidents.

      ii. For Cause – workers who exhibit behavior of a nature consistent with possible drug use will be subjected to immediate drug testing. Failure to comply with a request for testing will result in immediate removal from the project.

      iii. Random – random testing will be done at the company level. The cost of all drug testing will be borne by the CONTRACTOR.

3. **Personal Protective Equipment (PPE).**

   a. All contractor personnel, DOA personnel and owner representatives, City of Atlanta Personnel, Vendors, Suppliers, and all visitors to the jobsite will dress as follows:

i. Hardhats / construction helmets– must be worn 100% of the time while workers are on the project. The bill will face the front. No caps of any kind will be worn under hardhats. Hard hats must meet the applicable ANSI standards.
ii. Safety glasses will be worn 100% of the time while workers are on the project. Safety glasses must meet the applicable ANSI standards.
iii. Shirts with sleeves (minimum 4") – no cut offs or tank tops are allowed.
iv. Long pants extending to the boot
v. Work boots
vi. Reflective vests
vii. Hearing protection in accordance with OSHA standards
viii. Work gloves (as required by contractor internal policies)

b. The following items of clothing or manner of dress are not considered appropriate attire and will not be allowed:
   i. Cut-off shirts (sleeves or midriff)
   ii. Workers without shirts
   iii. Tennis shoes or hiking boots
   iv. Glasses that are not safety glass (meet ANSI Z87 standard)
   v. Jewelry – rings, earrings, body piercing, necklaces, etc. will not be worn around or near moving parts or tools.

4. **Housekeeping.** Housekeeping shall be done on a daily basis or as needed to ensure a safe working environment. Dumpsters shall be provided on each project for the removal of construction debris. Construction debris shall be removed to dumpsters daily or more often as needed. Work areas shall be cleaned as needed to provide for worker safety. Trash receptacles shall be provided on site for the disposal of cans, garbage and trash. These receptacles shall be clearly marked "Trash" and shall be emptied as needed to comply with sanitary requirements.

5. **Restrictions.**

a. No glass containers are allowed on the job site. Workers may use aluminum cans or plastic bottles and these must be disposed of properly.

b. When working on the Aircraft Operations Area (AOA), workers are to place all uneaten food; food wrappers, bottles and cans back in their lunch box and remove them. No debris (Foreign Object Debris (FOD) is to be left on the AOA.

c. No use of music devices are allowed on the jobsite, including, but not limited to radios, cellular phones, cassette players, CD player, or IPODs.

d. No yellow caution tape, red danger tape or survey tape is to be used on projects inside the Aircraft Operations Area (AOA).

6. **Imminent Danger to Life and Health situations (IDLH).** Anyone (e.g., visitors, consultants, excluded contractors, OCIP enrolled contractors, etc) who observes, has knowledge of, or is observed acting in a manner, which expose them or a coworker to serious injury or death will be disciplined as follows unless the act is so egregious that it requires immediate termination:

   a. first occurrence – Seventy-Two (72) hour suspension from Project. This suspension period will exclude weekends and all holidays. Within two (2) hours of the suspension, CONTRACTOR must provide CITY's Program Safety Manager with documentation of who has been suspended and when they are allowed back on the Project. Included in the documentation will be the date and type of re-training that will occur before the suspended individual is allowed to return to work. The CONTRACTOR must confiscate the individual's OCIP badge and provide evidence in the documentation. The badge can be returned to the individual upon completion of re-training requirements.

   b. second occurrence – Removal from Project

   c. Incidents that would result in a violation of this policy include, but not limited to the following:
      1) Fall protection issues (not being properly anchored)
      2) Excavation issues (no trench box or sides of the excavation not properly sloped)
      3) Electrical safety - failure to use proper lockout / tag out procedures
      4) Welding or cutting without proper eye protection
      5) Ladder safety – dangerous practices
      6) Riding in the back of a pick-up truck
      7) Confined Space Entry Safety (monitor, permit, training, etc.)
      8) Riding in or driving a truck or operating heavy equipment without using a seatbelt. The driver will be held responsible for compliance of the seatbelt policy by all passengers.

7. **Temporary Power.** All temporary power shall be on ground fault circuits at all times. If outlets are not ground fault circuit interrupter (GFCI) protected, a (GFCI) pigtail shall be used between the tool and the power source. All GFCI circuits should be tested before being used. They are mechanical devices, which can fail.

8. **Cranes.** The following additional requirements to OSHA will be followed when operating a crane on any project:

   a. Signalmen will stand where they may be clearly seen by the operator. They must be properly trained and have no other duties while they are signaling the crane operator.

   b. FAA Form 7460 must be filed and approved before crane use on Airport property.

9. **Ladders.** Fiberglass ladders only are acceptable for use on the project.

10. **Loitering.** There will be no loitering in the parking lots once the workday is completed. All employees should leave the job site in a reasonable period of time after the completion of their shift.

11. **Hot Work.** The following procedures will be followed for all hot work: cutting, grinding or welding:

    a. Flash arrestors shall be installed at the regulator on all cutting torches. An additional flash arrestor shall be installed on the manifold if used.

    b. Flash shields or blinds shall be used to prevent exposure of workers in the vicinity any welding operation. All efforts shall be made to prevent exposure of workers to ultraviolet rays and radiation energy.

    c. Fire extinguishers of the proper size and type shall be provided in all areas where hot work such as cutting, welding, grinding, etc. is taking place. The minimum size and type of fire extinguisher that is acceptable is a 5lb. ABC fire extinguisher. Fire extinguisher inspection tags must be in place on the unit and inspections must be current (within the last 6 months).

    d. "Hot Work Permits" must be obtained from the Atlanta Fire Inspector prior to the use of any open flame cutting, welding, etc. A copy of the permit must be on site at all times during any "Hot Work" activity.

12. **Protection.** See section 6 of this document.

13. **Respect.** Airport passengers and airline employees will be treated with the utmost respect and courtesy. Anything less may result in removal from the project site.

14. **Harassment.** Harassment of any kind (e.g., sexual, personal, property, etc) will not be tolerated in any area controlled by the HJAIA. Proof of harassment will be grounds for removal from the project and possible action by the CONTRACTOR.

15. **Work Place Violence.** All acts of work place violence will be reported to your supervisor, who shall report in accordance with the project's incident reporting protocol. This protocol document will be provided upon enrollment in the OCIP.

16. **Accidents or Incidents.** All accidents, incidents, near misses, unsafe acts or unsafe conditions must be immediately reported to your supervisor, who must immediately report the occurrence in accordance with the Project's incident reporting protocol and followed up with a written report within twenty-four (24) hours of the occurrence. This incident protocol document will be provided upon enrollment in the OCIP.

    a. First Aid – All accidents which occur from operations or work performed at the airport must be referred to the listed panel of physicians, except in case of extreme emergency.

    b. Emergency Telephone Numbers – A list of emergency telephone numbers, to include doctor, ambulance, police and fire numbers shall be posted at all telephones on the project.

END OF DOCUMENT

EXHIBIT D – NON-OCIP

INSURANCE AND BONDING/CONSTRUCTION SAFETY AND HEALTH PLAN

EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
FC-8313 DOMESTIC CV & TAXI HOLD LOT RELOCATION – SITE DEMOLITION

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by Service Provider. **To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Atlanta, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.

At the time Service Provider submits to City its executed Agreement, Service Provider must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Service Provider does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Service Provider.

If the Service Provider is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Service Provider shall tender insurance certificates and bond in the name of Service Provider's entity or partnership as the primary insured.

2. Project Number & Name

The project number (**FC-8313**) and name (**Domestic CV & Taxi Hold Lot Relocation – Site Demolition**) must be referenced in the description section of the insurance certificate.

3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain

minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. Upon request, the Service Provider must submit the ratings for each company to the City.

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

i) Best's Rating not less than A-;
ii) Best's Financial Size Category not less than Class VII;
iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
iv) Payment bond must be underwritten by a U.S. Treasury Circular 570 listed company.

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

Service Provider's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Agreement will not relieve Service Provider from any liability under the Agreement. Service Provider's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the Agreement will not be construed to conflict with or limit Service Provider's indemnification obligations under the Agreement.

4. Insurance and Bond Required for Duration of Contract

All insurance and bond required by this Exhibit D must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

5. Notices of Cancellation & Renewal

Service Provider must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bond under this Agreement and Exhibit D (including any attachments thereto) that Service Provider receives concerning the proposed cancellation, or termination of coverage or security:

Enterprise Risk Management
68 Mitchell St., Suite 9100

Atlanta, GA 30303
Facsimile No. (404) 658-7450

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

Service Provider shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bond evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bond.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage.

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

7. Certificate Holder

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

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

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

NOTE: A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the effective date of the Agreement.

9. Mandatory Sub-Contractor/Consultant Compliance

Service Provider must require and ensure that all of Service Provider's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

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

11. Waiver of Subrogation in favor of the City of Atlanta

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Service Provider must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

B. Workers' Compensation and Employer's Liability Insurance

Service Provider must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the Agreement:

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

C. Commercial General Liability Insurance

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

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Medical Expense
- ☒ Additional Insured Endorsement (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

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

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

If Service Provider does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Service Provider's personal automobile policy or the Commercial General Liability coverage required under this **Exhibit D**.

Additionally, in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **Ten Million Dollars ($10,000,000)** combined single limit for personal injury and property damage. The $10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Payment Bond

At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City Payment Bond in an amount equal to one hundred percent (100%) of one (1) year value of the contract naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1**. The bond must be renewed annually at one hundred percent (100%) of the then current year's value as specified in the Agreement. The bond must be kept in full force and effect during the Term and any renewals.

1. In addition, prior to the commencement of any construction work by or at the instance of Service Provider within the Premises, Service Provider must provide to City a fixed price contract or contracts for all work to be performed within the Premises, which contract(s) shall be insured by, and Service Provider shall provide to the City, a Payment Bond in an amount equal to one hundred percent (100%) of the work specified in such contract(s) and acceptable to the City's Chief Financial Officer and in such form as approved by the City Attorney. The Payment Bond shall name the City as the Obligee, shall meet the other requirements of the Agreement, and shall remain in full force and effect until: (i) all Service Provider Improvements are completely and fully paid for, (ii) certificates of occupancy have been issued for the Premises, (iii) final lien waivers have been obtained from all contractors and subcontractors; (iv) the City has approved the final construction of the Service Provider Improvements; and (v) the applicable limitations period under Georgia law for the commencement of a suit against the Payment Bond has lapsed.

2. The bond must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance of its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.

3. The surety company issuing the bond must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bond of its intention not to renew or to terminate the bond.

4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bond.

5. An agent of the Surety residing in the State of Georgia must execute the bond. The date of the Bond must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia, upon whom all notices must be shown the Bond. The person executing the Bond on behalf of the Surety must file with the Bond a general power of attorney unlimited as to amount and type of Bond covered by such power of attorney, and certified to by an official of said Surety. The Bond must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bond by City's Attorney.

6. For additional information regarding Payment Bond, please see **Exhibit D-1** attached hereto and incorporated herein by this reference.

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT "D", CONSTRUCTION SAFETY AND HEALTH PLAN

The CONTRACTOR is required to provide a Site Specific Safety and Health Plan (Plan). This Plan is part of the Contract Documents. The CONTRACTOR must, at all times, comply with all aspects of the approved Plan as well as ensure that all employees and subcontractors comply with the provisions of the Plan. This Plan is a "living document" and will be updated as needed. This Site Specific Safety and Health Plan must be developed in accordance with the guidelines in Appendix 1 of this document.

The Site Specific Safety and Health Plan must be submitted in writing to the Engineer and approved prior to commencing Work at the Jobsite.

Costs for performing all Work necessary to provide a secure site must be incidental to the prices for other items of Work, and not priced separately.

EXHIBIT D

CONSTRUCTION SAFETY AND HEALTH PLAN (NON-OCIP)

1.0 Safety and Health Plan.

1.1 The City of Atlanta ("CITY") has established this Construction Safety and Health Plan ("Plan") to promote safety and to minimize and control hazards and risks associated with construction projects at the Airport.

1.2 It is our goal to have zero safety incident Projects where all personnel can perform assigned tasks in a safe environment in accordance with governmental requirements and industry standards as specified in paragraph 2.0 of this document.

1.3 In this Plan, CITY's Safety Representatives include City of Atlanta's Office of Enterprise Risk Management, the Program Safety Manager, designated CITY Safety professionals performing as Owner Representative, and any other designee of CITY. In the event of any conflicting determinations among the CITY's Safety Representatives and / or consultants, the decision of the Director of CITY's Office of Enterprise Risk Management shall prevail.

1.4 The following CONTRACTOR submitted plans require approval by CITY before construction work can be started:

1.4.1 Site Specific Safety Plan (see paragraph 8.0 of this document)

1.4.2 Fire Prevention Plan (see paragraph 9.0 of this document)

1.4.3 Hazard Communication Plan (see paragraph 10.0 of this document)

1.4.4 Traffic Control Plan (see paragraph 11.0 of this document)

1.4.5 Trench Excavation Plan (if required) (See paragraph 12.0 of this document)

1.5 No contractor or subcontractor personnel will be allowed on a construction site until insurance coverage is verified; the Project Safety Manager is approved; and required Plans, per paragraph 1.4, are approved.

2.0 Government Requirements and Industry Standards.

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

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

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

3.1 **Contractor Responsibilities.**

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

3.1.2 CONTRACTOR **must conduct** at least one (1) inspection per day of CONTRACTOR's Work, Jobsites and storage areas additionally, based on the hazards associated with the Projects' Scope of Work, the CONTRACTOR's Project Safety Manager shall conduct as many daily inspections as required to ensure that Safe Work Environments and Best Safe Practices and worker behavior are maintained at all times.

3.1.3 Provide for training of all Employees in all Plan requirements, to include CONTRACTOR safety orientation as well as trade training.

3.1.4 Immediately report to CITY'S Safety Representatives of any death, injury or damage to property at any Jobsite (or Work storage area) on the Airport or any other property adjacent to or near the Airport at which Work under this Contract is performed, per paragraph 7.0 of this document.

3.1.5 Full cooperation in the conduct of inspections by CITY's Safety Representatives, governmental agencies and other agencies of competent jurisdiction, e.g. OSHA. Copies of citation notices received by CONTRACTOR or its subcontractors from such agencies must be submitted to the CITY's Safety Representatives immediately upon receipt.

3.1.6 Use of equipment and protective devices as required by applicable regulatory agencies and CITY.

3.1.7 Immediate correction by CONTRACTOR of any unsafe conditions or unsafe acts by its employees, subcontractors, vendors, suppliers, etc.

3.1.8 Medical surveillance requirements for personnel exposed to hazardous substances, e.g. radiation badges.

3.1.9 Safety requirements and procedures for decontamination facilities, e.g. protective clothing and warning signs.

3.1.10 The use of forms and other information attached to this Plan, or such other forms or versions of those forms that CITY may, from time to time, direct CONTRACTOR to use.

3.1.11 Thorough investigation of safety incidents to ensure the inclusion of witness statements, completed incident forms, development of lessons learned that are fully distributed through the contractor's

team and its subcontractor's, and incident investigation follow-up when new information has been obtained.

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

4.1 **General.** CONTRACTOR must:

4.1.1 Employ a full-time site dedicated designated OSHA Authorized Construction Trainer (OSHA 500) Project Safety Manager, per shift. The Project Safety Manager shall ensure that all of the Contractor's and its Subcontractors' activities under this Contract are in compliance with this Plan, the Contractor's Site-Specific Safety Plan, all Governmental Requirements and applicable industry standards. The CONTRACTOR's Project Safety Manager must submit weekly reports to the CITY's Safety Representatives each Monday on the previous week's inspections.

4.1.1.1 The CONTRACTOR's responsibility cannot be delegated to a subcontractor, suppliers or other persons. CONTRACTOR's full-time Project Safety Manager shall conduct the CONTRACTOR's safety program and monitor the CONTRACTOR'S subcontractors' compliance with the requirements of this document to prevent unsafe conditions and accidents. CONTRACTOR shall submit the qualifications (resumes) of all proposed safety representatives to the CITY's Safety Representatives for review and consent prior to mobilization on the site. If a subcontractor's projected workforce is a total of twenty-five (25) or less, an appropriately trained (minimum OSHA 30-Hour Training Certificate) and experienced working supervisor shall be assigned the duties of Safety Representative. If a subcontractor's projected workforce is twenty-six (26) or more, a full-time (non-working) safety professional (minimum OSHA 30-Hour Training Certificate) shall be assigned to the site. When a subcontractor's total trade work force exceeds one hundred fifty (150) or more, an additional safety professional (minimum OSHA 30-Hour Training Certificate) shall be assigned. CONTRACTOR will be in compliance with paragraph 4.2: *Training Attendance Requirements*.

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

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

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

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

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

4.1.5.1.1	EMR:	1.00
4.1.5.1.2	LWDC:	2.00
4.1.5.1.3	OSHA Recordable:	4.00

4.1.5.2 If the Contractor elects to enter into a subcontract with any entity that exceeds the above minimum requirements, the Contractor shall submit supporting documents to the CITY identifying the reason(s) for the Subcontractor's rate(s) being higher than the above stipulated rates. The additional documents to be submitted include the previous three (3) years OSHA 300 Logs, the previous three (3) years EMR ratings and any other documents deemed necessary by the ENGINEER to complete the review. In addition, the Contractor will provide, in writing, to the ENGINEER those additional safety oversight and mitigation measures to include changes to its work plan that the Contractor will implement in monitoring and in assisting the "at risk" Subcontractor until that portion of the Contract is complete. The ENGINEER and the Program Safety Manager will review the required submitted documents. The ENGINEER and Program

Safety Manager will make a recommendation for approval or denial to the Department of Aviation Risk Manager or Designee who will render a decision regarding acceptance of the "at risk" Subcontractor on the project site.

4.2 **Training Attendance Requirements.**

4.2.1 All Employees must attend a required Project Safety Orientation Class provided by the CONTRACTOR prior to starting Work on any Airport project. The orientation will cover all requirements outlined in section 4.4.1.

4.2.2 CONTRACTOR, upon request, must provide evidence of the competent person's training for critical items of work (e.g., trench excavation).

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

4.3.1 CONTRACTOR shall submit a resume(s) showing the experience and qualifications for Contractor's proposed Project Safety Manager(s) to the CITY's Safety Representatives prior to mobilization at any Jobsite. The minimum qualifications for a CONTRACTOR Project Safety Manager must have verifiable experience administering a safety program with a comparable size workforce on a similar type project. The Program Safety Manager will review the submitted resumes for the Contractor's proposed original or successor Safety Manager(s) to assure that the minimum qualifications are met. The Program Safety Manager will make a recommendation for approval or denial to the Department of Aviation Risk Manager or Designee, regarding acceptance of the proposed Safety Manager on the Project.

4.3.2 CONTRACTOR's project manager and superintendent must have a minimum of OSHA 30 safety training.

4.3.3 CONTRACTOR's Project Safety Manager must be an OSHA designated Authorized Construction Trainer (OSHA 500).

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

4.3.5 The CITY reserves the right to interview a proposed candidate to

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

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

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

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

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

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

4.4.5 Assist Program Safety Manager in the follow up root cause analysis, to include all documentation requested by the Program Safety Manager.

4.4.6 Review safety meeting reports submitted by all Job Superintendents and take necessary action to ensure that meaningful weekly safety meetings are being conducted.

4.4.7 Implement safety-training programs for all Job Superintendents and Employees applicable to specific responsibilities of each position.

4.4.8 Control the availability and use of necessary safety Equipment, including Personal Protective Equipment (PPE) for all Employees.

4.4.9 Cooperate with Safety Managers of other contractors, and take necessary steps to promptly implement appropriate safety recommendations.

4.4.10 Hold safety meetings on a weekly basis. Documentation of topics discussed and attendees must be maintained by CONTRACTOR and provided to the CITY'S Safety Representatives on the Monday following each week of the Project Work. Meetings must be conducted to accommodate all language requirements of the CONTRACTOR's Employees attending.

4.4.11 Provide monthly man-hour reports to the ENGINEER on the Monday following the 10th of the month. CONTRACTOR will ensure compliance of his staff and his subcontractors.

5.0 Miscellaneous Safety Requirements.

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

5.2 **Safety Orders.** CONTRACTOR must have copies of appropriate Federal, State and Local Safety Regulations at all Jobsites available for Employees to review and must comply with all provisions.

5.3 **General Safety Provisions**. CONTRACTOR must protect the health and safety of Employees, the public and other Persons, prevent damage to property, Materials, supplies, and Equipment and avoid interrupting the normal operation of the Airport. Although the list below is not exhaustive, CONTRACTOR must:

5.3.1 Ensure only approved safety cans are used for flammable and combustible liquids. "No Smoking or Open Flame" signs and fire extinguishers must be provided where required or as directed by owner's safety representative. Approved safety cans must be metal with flash arresters and spring-loaded tops.

5.3.2 Prevent construction/maintenance activities or materials from hampering any crash-fire-rescue vehicle access to any parts of the Airport.

5.3.3 Continuously remove all bird attractions, such as edibles (food scraps, etc.) or other miscellaneous garbage, trash, or pooled water at all Jobsites where CONTRACTOR is performing Work.

5.3.4 Secure all material and equipment to prevent displacement from wind or jet blast. No survey or barricade tape is to be used on any project inside the Aircraft Movement Area (AMA).

5.3.5 Have temporary electrical service equipped with ground fault circuit interrupters.

5.3.6 Provide adequate and proper fencing, barricading, marking, and lighting of construction, maintenance or other sections of the Airport that are temporarily closed to normal Airport use.

5.3.7 Ensure that all Employees working on, erecting, dismantling or modifying any scaffolding are trained by a competent person.

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

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

6.1 When it is necessary to maintain public use of Jobsites involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, CONTRACTOR must protect the public with appropriate guardrails, lighting, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. This mandatory protection must guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres,

flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.

6.2 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public must be kept clear of obstructions to permit safe ingress and egress of the public at all times.

6.3 Appropriate warnings, signs and instructional safety signs must be conspicuously posted where necessary. In addition, a signalman must control the movement of motorized equipment in areas where the public might be endangered, in accordance with the MUTCD.

6.4 Sidewalk sheds, canopies, catch platforms, and appropriate fences must be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.

6.5 A temporary fence must be provided around the perimeter of above ground operations adjacent to public areas, except where a sidewalk shed or fence is required. Perimeter fences must be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence must be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence. Fences, which serve also as a component of the airfield security fence or within the Air Operations Area (AOA), shall be constructed in accordance with applicable Airport specifications.

6.6 Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding three hundred (300 feet) (90 m) also must be maintained, unless otherwise modified by CITY.

6.7 CONTRACTOR must furnish, erect, and maintain all barricades, warning signs and markings for hazards necessary to protect the public and the Work. When used during periods of darkness, such barricades, warning signs and hazard markings must be suitably illuminated, in accordance with the MUTCD.

6.8 Warning signs and lights, meeting Airport and FAA requirements, must be maintained from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public. These items

must be placed at both ends of the protections or obstructions and not over twenty (20) feet apart alongside of the protections or obstructions.

6.9 Temporary sidewalks must be provided when a permanent sidewalk is obstructed by CONTRACTOR's operations. Guardrails must be provided on both sides of temporary sidewalks.

6.10 Fuel-burning lanterns, burn barrels, torches, flares, or other open-flame devices, are prohibited.

7.0 Accident Investigation and Reporting.

7.1 **ALL ACCIDENTS, INCIDENTS, NEAR MISSES, UNSAFE ACTS OR UNSAFE CONDITIONS MUST BE IMMEDIATELY REPORTED PER THE INCIDENT REPORTING PROTOCOL AND FOLLOWED UP WITH A WRITTEN REPORT WITHIN TWENTY-FOUR (24) HOURS OF THE OCCURRENCE. THIS PROTOCOL DOCUMENT WILL BE PROVIDED BEFORE START OF WORK TO THE CONTRACTOR.**

7.2 **First Aid. Contractor will maintain a list of company authorized physicians or medical treatment organizations on-site.**

7.3 **Emergency Telephone Numbers. CONTRACTOR must post a list of emergency telephone numbers; to include do**ctor and ambulance, fire, etc., next to telephones at the Project.

7.4 **Posted panel of physicians.** CONTRACTOR must post company approved physicians or medical treatment organizations in a conspicuous location where it can be seen by all Employees.

7.5 CONTRACTOR must secure the affected area immediately after the accident in order to prevent any alteration of the scene before the investigation. The area is to be cordoned off and an individual posted by CONTRACTOR to restrict unauthorized personnel as necessary.

7.6 CONTRACTOR shall not make any news releases or statements to the public regarding any matters related to the Project.

7.7 CONTRACTOR must obtain witness statements when there has been an incident/accident. The witness must sign and date the statement. CONTRACTOR must provide the CITY'S Safety Representatives with all witness statements within twenty-four (24) hours of completion of witness statements.

7.8 The Incident/Accident Report form must be filed within twenty-four (24) hours of the occurrence with the CITY's Safety Representative, and the Program Safety Manager.

7.9 Appropriate drug screening must be conducted after any incident or accident within four (4) hours.

7.10 CONTRACTOR will conduct a root cause analysis with the appropriate parties involved in the incident and other stakeholders within 48 hours of the incident. A detailed summary report of the results of the analysis will be provided to the CITY's Program Safety Manager.

8.0 Site-Specific Safety Plan.

8.1 **General:** This Plan is intended as a universal document for all work the CONTRACTOR is to perform per the Contract Documents. Once approved by the Department of Aviation Risk Manager or designee, it must be fully briefed and disseminated to all contractor personnel and subcontractor personnel. This Plan is a "living document" and will be updated as needed.

8.2 Site specific safety plan must be developed in accordance with guidelines in Appendix 1 of this document.

9.0 Fire Prevention Plan / Program.

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

9.1.1 At a minimum, OSHA and NFPA standards.

9.1.2 Restriction of burning to designated areas. No unauthorized fires shall be permitted on Jobsite.

9.1.3 Assignment of fire watches, trained and equipped to prevent or control fires, for all welding and burning operations. Fires should be monitored for three hours after the burning.

9.1.4 Proper identification, storing, handling and use of inflammable Material to prevent accidental ignition.

9.1.5 Adequate fire extinguishing Equipment appropriate for the operations being performed must be provided and Employees must be trained in the maintenance and use of such Equipment.

9.1.6 Evacuation procedures and fire drills as required by the Program Safety Manager.

10.0 Hazard Communication Plan / Program.

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

10.1.1 Receipt/Identification of Material Safety Data Sheets (MSDS) for Materials being brought onto the Jobsite by CONTRACTOR or its Subcontractors.

10.1.2 Employee training on MSDS's and in the handling and disposal of Materials that fall under statutory regulations.

10.1.3 Medical Surveillance Program. CONTRACTOR will establish a medical surveillance program to monitor the health of employees whose work environment may be exposed to occupational hazards. Health records will be maintained for thirty (30) years after the last date of employment.

11.0 Traffic Control Plan.

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

12.0 Trench Excavation Plan.

12.1 **General.** Before excavating any trench five (5) feet or more in depth, CONTRACTOR must submit to ENGINEER and CITY's Safety Representatives a detailed plan showing the design of shoring, bracing,

sloping or other provisions to be made for the Employees' protection from the hazard of caving ground during the excavation of such trench. The Plan must be designed per OSHA standards.

13.0 Construction Requirements.

13.1 **Fall Protection Requirements.** These fall protection requirements are mandatory for all trades, involved in performing Work on the Project.

13.1.1 CONTRACTOR must apply and enforce 100% fall protection for all work performed six (6) feet or more above ground or finished floor level.

13.1.2 CONTRACTOR must take all practical measures to eliminate, prevent and control fall hazards. The Project must be surveyed prior to the commencement of any Work to identify all hazards of Personnel falling from elevations. First consideration must be given to the elimination of those hazards. If a fall hazard cannot be practically eliminated, second consideration must be given to implementing effective permanent means of fall protection.

13.1.3 All Employees who are working where fall hazards cannot be eliminated or falls prevented must be uniformly equipped, trained and given refresher training every twelve (12) months to minimize adverse effects of accidental falls.

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

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

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

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

construction equipment in reason conformance to FAA Advisory Circular 150-5370-2D.

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

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

Appendix 1 to Exhibit D

Components of a CONTRACTOR Health and Safety Plan

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

a. Company commitment to being incident and injury free, and your company's philosophy on safety.

b. Company acknowledgement that they will support and participate in a light duty/return to work policy.

c. Company acknowledgement that they will commit to drug free workplace.

d. Company acknowledgement that they will comply with OSHA Standards 29 CFR 1926, 29 CFR 1910 and 46 CFR (if applicable)

e. Project Safety Manager's name and lines of authority, his authority regarding safety matters.

f. The following attachments should follow the commitment letter:
   1. Project Safety Manager and additional Safety Manager's resumes (must meet specification qualifications).
   2. Contact List for Supervisory Staff:
      i. Name
      ii. Job Title
      iii. Office Telephone Number
      iv. Cellular Telephone Number
      v. E-mail address
   3. List of Subcontractors:
      i. Name of Subcontractor
      ii. Address
      iii. Contact Person
      iv. Office Telephone Number
      v. Cellular Telephone Number
      vi. E-mail address

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

Section 3 – This section should include your company drug policy which incorporates Section 2 of Appendix 2, Safety Rules for All Projects.

Section 4 – This section should include the site specific job hazard analysis for your project. It should take the tasks in your project schedule, analyze the hazards and list the proposed safety measures to abate those hazards.

Section 5 – This section should include your health and safety program administration.

a. How you intend to conduct the on-site, day-to-day operations of your program and roles / responsibilities of those in your organization in compliance with state, federal and local jurisdictions, commitment to safety education and training.

b. How you handle new hire training, employee responsibilities, first aid, CPR, Return to Work Program, etc.

c. Include in this section how you will address the items included in 29 CFR 1926 Subpart C General Safety and Health Provisions.

Section 6 – This section should be broken up into safety categories. At a minimum, it shall include sections on the following:

a. Safe Work Practices
b. Housekeeping
c. Personal Protective Equipment
d. Respiratory Protection
e. Hearing Protection
f. Fall Protection
g. Fire Prevention
h. Ladder, Stairway and Ramp Safety
i. Scaffolding
j. Electrical Safety
k. Lockout / Tag out Procedures
l. Tool safety
m. Personal Hoists / Man-lifts
n. Welding and Cutting
o. Compressed Gas Cylinders
p. Excavation and Trenching
q. Mobile Equipment Operation and Operator Training
r. Trucking
s. Steel Erection
t. Cranes & Rigging
u. Hazardous Material Handling
v. Hazard Communication Compliance
w. Confined Space Entry Program
x. Concrete and Masonry Construction
y. Demolition
z. Explosives

aa. Work Zone Safety – MUTCD
bb. Site Security
cc. Miscellaneous – (Include any applicable items not covered above needed to successfully complete your contract.

Note: Not all items in Section 6 may be used in the course of your construction. If an item is not relevant, you may leave it out of your plan, but indicate under that item that it is not needed for your project. There may also be items not included above that are relevant, but which are not included above. Those items must still be addressed in your plan.

A failure to include items in your safety plan which may be needed later will not relieve you of the responsibility to comply with all government standards that would apply and we reserve the right to require a supplemental safety submission to address that specific issue.

Appendix 2 to Exhibit D

Safety Rules for All Projects

1. **Drug and Alcohol Testing.**

   a. Use and/or possession of intoxicants, alcohol or drugs, are strictly prohibited. Use and/or possession will result in immediate termination and removal from the project.

   b. Drug testing shall be a regular part of your program and include the following types of testing:

      i. Post Accident – a worker who has an accident will be drug tested at the hospital or clinic. This applies to property and personnel incidents.
      ii. For Cause – workers who exhibit behavior of a nature consistent with possible drug use will be subjected to immediate drug testing. Failure to comply with a request for testing will result in immediate removal from the project.
      iii. Random – random testing will be done at the company level.
      The cost of all drug testing will be borne by the CONTRACTOR.

2. **Personal Protective Equipment (PPE).**

   a. All contractor personnel, DOA personnel and owner representatives, City of Atlanta Personnel, Vendors, Suppliers, and all visitors to the jobsite will dress as follows:

      i. Hardhats / construction helmets– must be worn 100% of the time while workers are on the project. The bill will face the front. No caps of any kind will be worn under hardhats. Hard hats must meet the applicable ANSI standards.
      ii. Safety glasses will be worn 100% of the time while workers are on the project. Safety glasses must meet the applicable ANSI standards.
      iii. Shirts with sleeves (minimum 4") – no cut offs or tank tops are allowed.
      iv. Long pants extending to the boot
      v. Work boots
      vi. Reflective vests
      vii. Hearing protection in accordance with OSHA standards
      viii. Work gloves (as required by contractor internal policies)

   b. The following items of clothing or manner of dress are not considered

appropriate attire and will not be allowed:

i. Cut-off shirts (sleeves or midriff)
ii. Workers without shirts
iii. Tennis shoes or hiking boots
iv. Glasses that are not safety glass (meet ANSI Z87 standard)
v. Jewelry – rings, earrings, body piercing, necklaces, etc. will not be worn around or near moving parts or tools.

3. **Housekeeping.** Housekeeping shall be done on a daily basis or as needed to ensure a safe working environment. Dumpsters shall be provided on each project for the removal of construction debris. Construction debris shall be removed to dumpsters daily or more often as needed. Work areas shall be cleaned as needed to provide for worker safety. Trash receptacles shall be provided on site for the disposal of cans, garbage and trash. These receptacles shall be clearly marked "Trash" and shall be emptied as needed to comply with sanitary requirements.

4. **Restrictions.**

   a. No glass containers are allowed on the job site. Workers may use aluminum cans or plastic bottles and these must be disposed of properly.

   b. When working on the Aircraft Operations Area (AOA), workers are to place all uneaten food; food wrappers, bottles and cans back in their lunch box and remove them. No debris (Foreign Object Debris (FOD) is to be left on the AOA.

   c. No use of music devices are allowed on the jobsite, including, but not limited to radios, cellular phones, cassette players, CD player, or IPODs.

   d. No yellow caution tape, red danger tape or survey tape is to be used on projects inside the Aircraft Operations Area (AOA).

5. **Imminent Danger to Life and Health situations (IDLH).** Anyone (e.g., visitors, consultants, excluded contractors, etc) who observes, has knowledge of, or is observed acting in a manner, which expose them or a coworker to serious injury or death will be disciplined as follows unless the act is so egregious that it requires immediate termination:

   a. First occurrence – Seventy-Two (72) hour suspension from Project. This suspension period will exclude weekends and all holidays. Within two (2) hours of the suspension, CONTRACTOR must provide CITY's Program Safety Manager with documentation of who has been suspended and when they are allowed back on the Project. Included in the documentation will be the date and type of re-training that will occur before the suspended individual is allowed to return to

work. The badge can be returned to the individual upon completion of re-training requirements.

b. Second occurrence – Removal from Project

c. Incidents that would result in a violation of this policy include, but not limited to the following:
   1) Fall protection issues (not being properly anchored)
   2) Excavation issues (no trench box or sides of the excavation not properly sloped)
   3) Electrical safety - failure to use proper lockout / tag out procedures
   4) Welding or cutting without proper eye protection
   5) Ladder safety – dangerous practices
   6) Riding in the back of a pick-up truck
   7) Confined Space Entry Safety (monitor, permit, training, etc.)
   8) Riding in or driving a truck or operating heavy equipment without using a seatbelt. The driver will be held responsible for compliance of the seatbelt policy by all passengers.

6. **Temporary Power.** All temporary power shall be on ground fault circuits at all times. If outlets are not ground fault circuit interrupter (GFCI) protected, a (GFCI) pigtail shall be used between the tool and the power source. All GFCI circuits should be tested before being used. They are mechanical devices, which can fail.

7. **Cranes.** The following additional requirements to OSHA will be followed when operating a crane on any project:

   a. Signalmen will stand where they may be clearly seen by the operator. They must be properly trained and have no other duties while they are signaling the crane operator.

   b. FAA Form 7460 must be filed and approved before crane use on Airport property.

8. **Ladders.** Fiberglass ladders only are acceptable for use on the project.

9. **Loitering.** There will be no loitering in the parking lots once the workday is completed. All employees should leave the job site in a reasonable period of time after the completion of their shift.

10. **Hot Work.** The following procedures will be followed for all hot work: cutting, grinding or welding:

    a. Flash arrestors shall be installed at the regulator on all cutting torches. An

additional flash arrestor shall be installed on the manifold if used.

b. Flash shields or blinds shall be used to prevent exposure of workers in the vicinity any welding operation. All efforts shall be made to prevent exposure of workers to ultraviolet rays and radiation energy.

c. Fire extinguishers of the proper size and type shall be provided in all areas where hot work such as cutting, welding, grinding, etc. is taking place. The minimum size and type of fire extinguisher that is acceptable is a 5lb. ABC fire extinguisher. Fire extinguisher inspection tags must be in place on the unit and inspections must be current (within the last 6 months).

d. "Hot Work Permits" must be obtained from the Atlanta Fire Inspector prior to the use of any open flame cutting, welding, etc. A copy of the permit must be on site at all times during any "Hot Work" activity.

11. **Protection.** See section 6 of this document.

12. **Respect.** Airport passengers and airline employees will be treated with the utmost respect and courtesy. Anything less may result in removal from the project site.

13. **Harassment.** Harassment of any kind (e.g., sexual, personal, property, etc.) will not be tolerated in any area controlled by the HJAIA. Proof of harassment will be grounds for removal from the project and possible action by the CONTRACTOR.

14. **Work Place Violence.** All acts of work place violence will be reported to your supervisor, who shall report in accordance with the project's incident reporting protocol. This protocol document will be provided upon enrollment in the OCIP.

15. **Accidents or Incidents.** All accidents, incidents, near misses, unsafe acts or unsafe conditions must be immediately reported to your supervisor, who must immediately report the occurrence in accordance with the Project's incident reporting protocol and followed up with a written report within twenty-four (24) hours of the occurrence.

    a. First Aid – All accidents which occur from operations or work performed at the airport must be referred to the listed panel of physicians, except in case of extreme emergency.

    b. Emergency Telephone Numbers – A list of emergency telephone numbers, to include doctor, ambulance, police and fire numbers shall be posted at all telephones on the project.

END OF DOCUMENT

EXHIBIT E

SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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

PROJECT NUMBER FC-8314

DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT "E" - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

01) SCOPE OF WORK

This project will relocate and construct a new CV and Taxi Hold Lot facility (parking lot and building). A bridge and roadway will be constructed to provide access. The west portion of the Ground Transportation Center (GTC) roadway will be demolished and reconstructed. The existing Hertz parking deck and associated building will also be demolished as part of this project.

02) CONSTRUCTION

CONTRACTOR shall perform the work in accordance with the furnished specifications and instructions. Work areas will be outside of the AOA.

03) TECHNICAL SPECIFICATIONS

The following specifications and technical documents form a part of the contract:

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

PROJECT NUMBER FC-8314

DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT E
TECHNICAL SPECIFICATIONS

The following specifications and technical documents form a part of the contract:

DOA STANDARD SPECIFICATIONS

PART I - SPECIAL PROVISIONS

Item SP-1	Mobilization
Item SP-2	Project Contingency
Item SP-3	Towing Allowance
Item SP-4	Traffic and Pedestrian Control
Item SP-5	Utility Coordination and Scheduling
Item SP-6	Watering for Dust Control
Item SP-7	Asbuilts
Item SP-8	Building Construction
Item SP-9	Electrical Systems
Item SP-10	Special Systems
Item SP-11	Photovoltaic Array System
Item SP-12	Environmental Remediation Area Contingency
Item SP-13	LEED Allowance Items
Item SP-14	West GTC Curb Signage
Item SP-15	Canopies and Site Furnishings
Item SP-16	Project Contingency/Emergency Services

PART II - EARTHWORK

Item P-150	Removal of Pavements and Miscellaneous Items
Item P-151	Hertz Facility Demolition
Item P-152	Excavation and Embankment
Item P-153	Controlled Low Strength Material (CLSM)
Item P-156	Temporary Air & Water Pollution, Soil Erosion, and Siltation Control

PART III - FLEXIBLE BASE COURSES

Item P-209	Recycled Concrete Crushed Aggregate Base Course

PART IV - RIGID PAVEMENT

Item P-501	Portland Cement Concrete Pavement

PART V - MISCELLANEOUS

Item P-602	Bituminous Prime Coat
Item P-603	Bituminous Tack Coat
Item P-605	Joint Sealing Filler
Item P-615	Site Concrete
Item P-621	Pavement Markings
Item P-660	Concrete Filled Steel Guard Posts

PART VI - DRAINAGE AND UTILITIES

Item D-701	Pipe for Storm Drains
Item D-705	Pipe for Underdrains
Item D-750	Sanitary Sewer
Item D-751	Manholes, Inlets, and Inspection Holes
Item D-760	Stormwater Quality Structures
Item D-761	Underground Detention Structures
Item D-770	Interceptors
Item U-150	Waterlines

PART VII - FENCING

Item F-162	Fences
Item F-165	Highway Signs
Item F-170	Wayfinding Signage

PART VIII - TURFING

Item T-901	Seeding
Item T-904	Sodding
Item T-905	Topsoiling
Item T-908	Asphalt Spray Mulching

PART IX - GDOT SPECS

Item G-100	GDOT Specifications
Item G-402	Hot Mix Recycled Asphalt Supplement
Item G-511	Reinforcement Supplement
Item G-520	Piling Supplement
Item G-523	Dynamic Pile Testing Supplement

PART X - LIFT STATION SPECS

Item LS-100 Lift Station
Item LS-200 Grinder Manhole
Item LS-02600 Wastewater Flow Control
Item LS-05531 Access Hatches
Item LS-09801 Protective Coating System
Item LS-09850 Painting
Item LS-09905 Piping and Valve Identification Systems
Item LS-11190 Pumps, General
Item LS-11192 Submersible Non-Clog Pumps
Item LS-11280 Sluice Gates
Item LS-13600 Area Velocity Flow Meters
Item LS-14600 Bridge Crane and Hoist
Item LS-15020 Pipe Supports
Item LS-15100 Valves, General
Item LS-15105 Check Valves
Item LS-15109 Plug Valves
Item LS-15114 Miscellaneous Valves and Devices

PART XI – MASTER SPEC FORMAT SPECIFICATIONS

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01 3515 LEED Certification Procedures
01 5721 Indoor Air Quality Controls
01 7419 LEED Construction Waste Management Procedures
01 7900 Demonstration and Training
01 8113 Sustainable Design Requirements
01 8113A LEED Scorecard
01 8113B Sustainable Materials Reporting Form
01 8113C Interior Installation Product Reporting Form
01 8113D LEED Product Submittal Register
01 8113E IAQ Progress Report
01 8113F MR Progress Report
01 9113 General Commissioning Requirements

Division 3

03 3000 Cast-in-Place Concrete

Division 4

04 2200 Concrete Unit Masonry

Division 5

05 1200 Structural Steel Framing
05 2100 Steel Joist Framing
05 3100 Steel Decking

05 4000	Cold Formed Metal Framing
05 5000	Metal Fabrications

Division 6

06 1053	Miscellaneous Rough Carpentry

Division 7

07 2100	Thermal Insulation
07 2726	Fluid-Applied Membrane Air Barriers
07 4213	Insulated Metal Wall Panels
07 5423	Thermoplastic Polyolefin (TPO) Roofing
07 7100	Roof Specialties
07 7200	Roof Accessories
07 9200	Joint Sealants

Division 8

08 1113	Hollow Metal Doors and Frames
08 1416	Flush Wood Doors
08 3113	Access Doors and Frames
08 4113	Aluminum-framed Entrances and Storefronts
08 7100	Door Hardware
08 8000	Glazing

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09 2216	Non-Structural Metal Framing
09 2900	Gypsum Board
09 3000	Tiling
09 5113	Acoustical Panel Ceilings
09 6513	Resilient Base and Accessories
09 6519	Resilient Tile Flooring
09 6723	Resinous Flooring
09 6813	Tile Carpeting
09 9113	Exterior Painting
09 9123	Interior Painting
09 9656	Synthetic Plaster

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10 1423	Panel Signage
10 2113	Stainless-Steel Toilet Compartments
10 2800	Toilet and Bath Accessories
10 4413	Fire Protection Cabinets
10 4416	Fire Extinguishers

10 7310	Canopy
10 7313	Fabric Canopies

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12 2413	Roller Shades
12 3216	Manufactured Plastic-Laminated Faced Casework
12 3661	Simulated Stone Countertops
12 4813	Entrance Floor Mats and Frames
12 5000	Furniture
12 5500	Secured Furniture

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16120	Wires and Cables – 600V
16130	Boxes and Fittings
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16140	Wiring Devices
16150	Motor Controls
16160	Panel Boards
16191	Identification
16375	Electrical Distribution System, Underground
16420	Service Entrance
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16431	Short Circuit and Coordination Report
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16720	Life Safety System

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22 0000	Plumbing
22 0800	Plumbing Systems Commissioning

Division 23

23 0000	Mechanical General
23 0140	Schedule of Submittal Data
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23 0515	Variable Frequency Speed Controllers
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23 0593	Test and Balance
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23 0800	HVAC Systems Commissioning
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23 2300	Refrigerant and Condensate Drain Piping Systems
23 3100	Ductwork and Accessories
23 3400	Fans
23 3700	Grilles, Registers, and Diffusers
23 5423	Electric Heating Equipment
23 7215	Rooftop Outdoor Air Pretreatment Unit
23 8133	Ductless Split Systems
23 8134	Variable Refrigerant Volume Systems

Division 26

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26 7160	Communications Backbone Cabling
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28 7600	Video Surveillance

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EXHIBIT F

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

FC-8314

DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT "F" – INDEX OF DRAWINGS

The following drawings form a part of the contract:

DOMESTIC CV AND TAXI HOLD LOT RELOCATION INDEX OF DRAWINGS: VOL 1

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EXHIBIT G

AIRPORT SECURITY REQUIREMENTS

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8314; DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT "G", AIRPORT SECURITY PLAN REQUIREMENTS (NON-SIDA)

The CONTRACTOR is required to provide a Site Specific Security Plan. This Plan is part of the Contract Documents. The CONTRACTOR must, at all times, comply with all aspects of the approved Plan as well as ensure that all employees and subcontractors comply with the provisions of the Plan. This Plan is a "living document" and will be updated as needed. This Site specific security plan must be developed in accordance with the guidelines in Appendix 1 of this document.

The Site Specific Security Plan must be submitted in writing to the Engineer and approved prior to commencing Work at the Jobsite.

Costs for performing all Work necessary to provide a secure site must be incidental to the prices for other items of Work, and not priced separately.

1. **Airport Security Requirements**. The CONTRACTOR shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. The CONTRACTOR shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.

   The CONTRACTOR shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Contractor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the CONTRACTOR's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

2. **Preventing Unauthorized Access**. The Airport has been secured to prevent unauthorized access to the Air Operations Area (Runways, Taxiways, and Ramps), the secured area, the sterile area and other controlled areas of the Airport. The CONTRACTOR shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The CONTRACTOR shall control its operations and the operations of its subcontractors and all suppliers.

3. **Transportation Security Administration/Responsibility of the CONTRACTOR.** In order to comply with the TSA and DOA security requirements, the CONTRACTOR shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Contract. The security requirements from time to time may change as required by the TSA and/or DOA. The CONTRACTOR's questions concerning Airport Security shall be directed to (404) 530-6667.

4. **Security Identification Display Area (SIDA)**. The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the Air Operations Area (AOA) secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times. SIDA badges are not required at the Sheraton Civic Center due to the project being outside of the area requiring SIDA badges.

5. **Project Access Points.** The CONTRACTOR will protect the access points to the project worksite identified on the plans and secure all gates during non-activity periods.

6. **Failure to Protect Property.** The CONTRACTOR shall not be entitled to any extension of time or compensation on account of Contractor's failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by the CONTRACTOR.

Appendix 1 to Exhibit G

Components of a CONTRACTOR Site Specific Security Plan

General Notes

1. In general, the security plan needs to explain who, what, when, and how:

    a. Who is performing the work or requiring access.

    b. What work is being performed and what security requirements are being observed.

    c. When the work is scheduled to commence and when it is scheduled to end.

    d. How the CONTRACTOR plans to maintain compliance with the airport security program (to include site access, controlling tool inventory, identifying workers/employees, how escorting will be performed, etc.

2. The Security Plan requires 10 calendar days for review by the ENGINEER. If the project requires the Airport Security and Transportation Security Administration (TSA) review the CONTRACTOR must anticipate 45-60 day review period.

3. The Security Plan must be approved prior to any construction work taking place.

4. If original dates submitted on the approved security plan change (time extension), an updated security plan will have to be submitted to the ENGINEER, Airport Security, and TSA (as appropriate for the project) for review and approval.

Plan Outline

1. Introduction

    a. Project Name
    b. Project WBS Number
    c. Contractor
    d. Contract Number
    e. Location of Work Site
    f. Project Duration (Start/End Dates)
    g. Purpose of Security Plan
    h. Scope of Project

2. Project Access Points
    How the CONTRACTOR will access the project worksite and how this access point will be protected (if required).

3. Haul Routes
   How the CONTRACTOR will bring the material and equipment to the site. The route will be as identified on the Plans

4. CONTRACTOR Staging Areas
   Speak to where the CONTRACTOR will stage the equipment for this project. The staging area will be as identified on the Plans or as directed by the ENGINEER and/or Construction Manager.

5. Gate Security (If required)

   a. If the CONTRACTOR is to use a construction gate (69 or 54) other than the normal gate 59, this needs to be mentioned in this section.
   b. Also mention if the regular guard staffing firm will be used to staff the respective gate.

6. Fencing/Barricades
   Identify if additional fencing will be needed, altered, removed, etc. for this project

7. Vehicles
   Identification methods to be used to identify the CONTRACTOR vehicles.

8. Identification
   Explain how personnel on this project will be identified

9. Escorting (If required)

   a. Who is allowed to conduct escorts under this project
   b. Specifically state that "no escorting will be allowed beyond 3 days. All those requiring escorting beyond 3 days will be required to apply for and obtain an ATL SIDA badge".
   c. Pre-approval of escorting activity for each occurrence
   d. Appropriate escorting ratio for personnel (1:5).
   e. Specifically state that "contractors who have begun the badging process are no longer eligible for escorting".

10. Security Communication
    Project Points of Contact – PM, CM, Safety Representative, Emergency, etc.

11. References
    Any reference documents that should be referred to (typically a contract number or something to that affect).

EXHIBIT H

SCHEDULE REQUIREMENTS

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

PROJECT NUMBER FC-8314

DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT H - SCHEDULE REQUIREMENTS

1. General Requirements

1.1. The Work under this Contract shall be planned, scheduled, executed, reported and accomplished using the Precedence Diagramming Critical Path Method (hereinafter referred to as CPM), in workdays, unless otherwise specifically provided in the Contract Documents.

1.2. Contractor shall have within its employ or under contract, throughout the execution of the Work under its contract, such expertise in CPM scheduling and experience with the specified scheduling program so as to insure its effective and efficient performance under this section. Contractor shall submit the qualifications of the Project Scheduler for acceptance by the ENGINEER and comply with the requirements of this Exhibit.

1.3. The Project Schedule shall be computerized by the Contractor utilizing the latest version of Oracle Primavera P6, hereinafter referred to as Primavera. It is expected that the Contractor shall have sufficient capabilities to perform this Work. Any and all costs incurred by the Contractor in researching and/or educating its personnel in CPM or Primavera are to be borne by the Contractor and will not be reimbursed by the CITY.

1.4. The primary objectives of the requirements of this section are: (a) to insure adequate planning and execution of the Work by Contractor; (b) to assist ENGINEER in evaluating progress of the Work; (c) to provide for optimum coordination by Contractor of its trades, Subcontractors, and Suppliers, and of its Work with the work or services provided by any separate CONTRACTORS; (d) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; (e) to provide a mechanism or tool for use by the ENGINEER, and Contractor in determining and monitoring any actions of the Contractor which may be required in order to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Contract Time specified in the Contract Documents.

1.5. Contractor is responsible for determining the sequence of activities, the time estimates for the detailed construction activities and the means, methods, techniques and procedures to be employed. The Project Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements. Contractor shall ensure that the Project Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions may require and as required by the Contract Documents.

1.6. Contractor shall provide the basic data relating to activities, durations, Specified Contract milestones, and sequences to ENGINEER as part of Contractor's Draft Baseline Schedule and Finial Baseline Schedule submittal, discussed later in this Exhibit. This data shall reflect the Contractor's actual plan for the Project, and shall fully comply with all requirements of the Contract Documents and this Exhibit.

1.7. Subject to ENGINEER's review and approval, Contractor shall determine when, where, and how it will interface with others performing work, for the CITY, in the same area and to coordinate its activities with all parties including the Owner, Consultants, Suppliers and other CONTRACTORS.

1.8. Contractor shall include in the Project Schedule all interface points with others. These points shall be in the form of Start Milestones for deliverables due to the Contractor from others and as Finish Milestones for deliverables that Contractor must supply to others.

1.9. Should Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Specified Milestone Date or the Contract Time, Contractor shall give timely and reasonable Notice of this fact to ENGINEER. The CITY shall have the sole discretion to agree to or reject such early completion plan by Contractor. Schedule improvement is always encouraged whenever possible. However, since interface with other parties performing work at Hartsfield-Jackson Atlanta International Airport (HJAIA) is necessary, the CITY and its representatives shall have no duty or obligation to agree to, or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by the CITY of said plan.

2. Schedule Development, Submittal and Approval

2.1. Development of the Project Schedule is a multi-step process with each step requiring defined information and input of project team members. The development process includes the Preliminary Schedule, Schedule Orientation Session, Draft Schedule, and Final Schedule.

2.2. **Preliminary Schedule**: Contractor shall submit at the pre-construction meeting, a Project Schedule indicating detailed activities for the first ninety-days (90) of the Project and including general activities for the remaining operations. This Preliminary Schedule shall be a CPM Network displayed in the time scaled bar chart format showing, as a minimum, the following information: (a) Activity identification number of the task or event; (b) description of the task or event (c) duration of the task or event (d) earliest start and finish dates for the task or event (e) latest start and finish dates for the task or event; (f) Contract Milestones; (g) milestones for interface points with others.

2.3. Upon receipt by Contractor of the Notice to Proceed and until the Final Baseline Schedule is reviewed and accepted by the ENGINEER, Contractor shall proceed with its Work in accordance with the accepted Proposal Schedule which was submitted at the pre-construction meeting.

2.4. Contractor shall, within seven (7) calendar days of the Notice to Proceed submit a Primavera generated electronic back-up of the Preliminary Schedule on electronic media acceptable to the ENGINEER. This schedule shall be resourced and cost loaded.

2.5. **Schedule Orientation Session**: Contractor shall, upon notification from the ENGINEER, attend a Schedule Orientation Session relating to the Schedules and Reports requirements for this Project. The Schedule Orientation Session is designed to review in detail, the objectives of the Schedules and Reports requirements. Contractor shall arrange for its Project Manager, Superintendent, and Project Scheduler to attend the schedule orientation session. The following items will be discussed during the orientation session: (a) The procedures and requirements for the preparation of the Resource and Cost Loaded Project Schedule; (b) how the requirements of the Contract Documents will be monitored and enforced by the ENGINEER (c) long-lead items and time requirements for the Work by Subcontractors will be identified and included in the schedule.

2.6. The ENGINEER will provide the format for the Project Schedule electronically at the Schedule Orientation Session, if required. Calendars, Activity Codes, and Work Breakdown Structure (WBS) dictionaries, tabular reports, graphic reports contained in the template may not be modified without the consent of the ENGINEER. The ENGINEER will also provide samples of schedule reports. The ENGINEER also reserves the right to request additional reports, change calendars and/or coding throughout the duration of the project at no additional cost to the CITY.

2.7. **Draft Baseline Schedule**: Within forty-five (45) calendar days of the Schedule Orientation Session the Contractor shall complete and submit a draft of its Project Schedule (Draft Baseline Schedule).

2.8. The Draft Baseline Schedule shall represent the Contractor's best judgment and intended plan for completion of the Work in compliance with Contract Milestone Dates in the Contract Documents. The Contract Milestone Dates shall be included in the Draft Baseline Schedule as zero duration finish milestones. The Draft Baseline Schedule shall take into account all foreseeable activities to be accomplished by any separate Contractor, interface dates with utility owners, CITY's operations and others. The Draft Baseline Schedule shall anticipate all necessary manpower, by craft, and resources to accomplish the activities within the durations set forth in the schedule.

2.9. The ENGINEER shall have the right to require the Contractor to modify any Contractor data or any portion of the Contractor's Draft Baseline Schedule as herein required, with Contractor bearing the expense thereof, which the ENGINEER reasonably determines to be: (a) impracticable, (b) based upon erroneous calculations or estimates, (c) unreasonable, (d) required in order to ensure proper coordination by Contractor of the Work of its Subcontractors and with the work or services being provided by any separate CONTRACTORS, (e) necessary to avoid undue interference with the CITY's operations or those of any utility owners or adjoining property owners, (f) necessary to ensure completion of the Work by the Contract Milestone Dates set forth in the Contract Documents, (g) required in order for Contractor to comply with the requirements hereof or any other requirements of the Contract Documents or this Exhibit, (h) not in accordance with the Contractor's actual operations, unless the revision or modification will change the original scope of Work.

2.10. Along with the Draft Baseline Schedule submittal, Contractor shall submit to the ENGINEER a Schedule of Values for review and acceptance.

2.11. **Final Baseline Schedule:** No later than fourteen (14) calendar days after the Draft Baseline Schedule is returned with comments to the Contractor, by the ENGINEER, the Contractor shall complete and submit the Final Baseline Schedule to the ENGINEER, for acceptance.

2.12. Upon review of the Final Baseline Schedule by the ENGINEER, the Contractor will be notified in writing as to acceptance, reasons for rejection, or any revisions required.

2.13. The accepted Final Baseline Schedule will be "frozen" and shall become the **"Project Schedule"** for the Work and shall be used to monitor and record progress and evaluate revisions. This Final Baseline Schedule shall be established as the target schedule for the Contract and shall not be changed, altered or revised. A copy of the accepted Final Baseline Schedule shall be used to establish progress reporting in accordance with Section 5.5 of this Exhibit. The CITY will not recognize or accept any other schedule.

2.14. Contractor shall include, as part of the Final Baseline Schedule submittal to the ENGINEER, a narrative report indicating anticipated allocation by Contractor of the following resources and work shifts for each activity which it proposes to be utilized on the Project, (a) Labor resources, (b) Equipment resources, and (c) Whether it proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5, 6, or 7-day work week basis. The ENGINEER may provide a template for the narrative if necessary.

2.15. For any sequence of work requiring the closure of designated areas in the Aircraft Movement Area, the CONTRACTOR shall be required to submit a detailed hourly baseline schedule in addition to the Final Baseline Schedule which further details specific activities in the affected areas. This hourly schedule shall conform to all other requirements specified in this exhibit and must be reviewed and accepted by the ENGINEER prior to commencement of the work. The hourly schedule shall be submitted ten (10) working days prior to the pre-activity meeting held for the specific closure.

Cost and Resource Loading

3.1. With each Schedule submittal, each weekly/monthly update, and each revision, the Contractor shall also submit a Project Resource Profile and Schedule of Cost Loading and Cash Flow, generated in Primavera, to the

ENGINEER. There shall be a strict correlation between the sum of individual activity costs and the total values indicated for bid items. That is, each individual activity within the Project Schedule shall employ a code which, in summary, attaches its cost, if any, to the appropriate bid items. The sum of activity costs within a specific code, then, shall equal the cost of its corresponding bid items and approved Revisions and Change Orders.

3.2. The dollar value for the activity shall be the cost of the work, including labor and materials. General Conditions and site overheads shall be loaded on activities specifically included for this purpose. Stored materials, for which the Contractor will bill, shall be loaded on zero duration finish milestones called out as material delivery activities. The sum of all activity costs shall equal the total contract sum. The Contractor shall revise the Resource Profile and/or Schedule of Cost Loading and Cash Flow as necessary to gain the acceptance of the ENGINEER.

3.3. The Resource Profile and Cost Loading shall represent a fair, reasonable and equitable dollar (cost) allocation for activities on all Schedule submittals. The Resource Profile and Cost Loading in coordination with the monthly updated Schedule shall be used as a basis for the Contractor's application for payment. No construction installation activity or design activity on the Schedule shall exceed a value of $250,000 unless approved by the ENGINEER.

4. Schedule Content and Format

4.1. As discussed in paragraph 2.6 of this Exhibit the ENGINEER will provide the format, for the Project Schedule, if required, electronically at the Schedule Orientation Session. Calendars, Activity Codes, and Work Breakdown Structure (WBS) dictionaries contained in the template may not be modified without the consent of the ENGINEER.

4.2. Except for non-construction activities such as, procurement, delivery, or submittal development, Contractor shall differentiate activities of the schedule so that no single activity shown has a duration longer than fifteen (15) working days, unless the ENGINEER, in its sole discretion, shall approve a longer duration for certain activities.

4.3. The Draft Baseline Schedule and Final Baseline Schedule submittals shall consist of two (2) Primavera generated bar charts, representing all activities which are part of the Contractor's plan on 11" x 17" paper, in color, and a Primavera generated backup, XER file, of the schedule on electronic media acceptable to the ENGINEER.

4.4. The Draft Baseline Schedule and Final Baseline Schedule submittals must contain or be able to demonstrate that the following items have been addressed: (a) Project name; (b) Contractor name; (c) Revision or edition number; (d) activities of completed Work ready for use by next trade, CITY, etc.; (e) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separated from that being done by the Contractor directly; (f) different categories of Work as distinguished by craft or crew requirements; (g) different categories of Work as distinguished by equipment requirements; (h) different categories of Work as distinguished by materials; (i) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (j) locations of Work within the Project that necessitates different times or crews to perform; (k) outage schedules for existing utility services that will be interrupted during the performance of the Work; (l) acquisition and installation of equipment and materials supplied and/or installed by CITY or separate CONTRACTORS; (m) material to be stored on site; and (n) Contract Milestone Dates, and (o) detailed breakdown of activities by discipline.

4.5. For all major equipment and materials to be fabricated or supplied for the Project, the Final Baseline Schedule shall show a sequence of activities including, (a) preparation of shop drawings and sample submissions, (b) a minimum of ten (10) working days for review of shop drawings and samples or such time as specified in the Contract Documents, (c) shop fabrication, delivery and storage per the contract documents, (d) erection; and, (e) testing of equipment and materials.

4.6. The Final Baseline Schedule shall include late completion dates for the Work that is no later than the required Contract Milestone Dates. The bar chart submittal shall be drawn based upon the early start dates of activities shown on the graphic.

4.7. Contractor shall develop and assign a Responsibility Code for each activity corresponding to Contractor or Subcontractor responsible for the work.

4.8. Contractor shall identify the activities, which constitute the controlling operations or critical path. No more than 10 % of the activities shall be critical. Critical is defined as total float less than one (1) working day.

4.9. All activity durations shall be given in working days.

5. Updating of Project Schedule/Progress Reports

5.1. At least once a month, the Contractor shall arrange for its Project Manager, and Superintendent to meet at the Project site with the ENGINEER to review Contractor's updated Project Schedule, prepared by Contractor. Said update shall show up-to-date and accurate progress data and shall be based upon Contractor's best judgment; and said update shall be prepared by Contractor in consultation with all principal Subcontractors and Suppliers. The Contractor shall also submit with the each update an electronic copy, XER file, of the updated Project Schedule.

5.2. Contractor shall adjust the data date ("as of date") to reflect the current update period as required by the ENGINEER. The required monthly data date shall be the last Friday of every month. This shall also be consistent with the cutoff for the application for payment.

5.3. The updated Project Schedule shall show activity actual commencement and completion dates, remaining duration in workdays, and physical percent complete for those activities commenced and not complete. The Project Schedule shall also show a graphic comparison of the current status & baseline plan for each activity in the network.

5.4. **Monthly Progress Report:** Contractor shall submit, with the Monthly Application for Payment, a narrative report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include: (a) The updated Project Schedule updated as of the last Friday of the month; (b) A narrative describing actual Work accomplished during the reporting period; (c) A list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (d) The total number of men by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (e) A manpower and equipment forecast for the succeeding thirty (30) days, stating the total number of men by craft, and separately stating such total as to office, supervisory and field personnel; (f) A list of Contractor-supplied materials and equipment, indicating current availability and anticipated jobsite delivery dates; (g) Changes or additions to Contractor's supervisory personnel since the preceding progress report; (h) Value of Work in place to date (i) Value of Work in place since last report; and (j) Value of uncompleted Work.

5.4.1. The Contractor will provide initial computer reports and Monthly Progress Reports thereafter, in accordance with the Contract Document, and including as a minimum, the following:

5.5. **Schedule Reports:** The monthly Schedule Update Reports will contain the following minimum information for each activity: (a) Activity identification number, description and estimated original duration in workdays; (b) Calculated early and late finish dates; (c) Actual start and actual finish dates, and remaining duration, in workdays, for those activities started and not completed; (d) Days ahead and/or behind schedule of the milestones representing the Specified Milestone Dates. (e) Physical percent complete for

each activity. (f) A float analysis of the longest path through the schedule detailing potential delays and areas for acceleration. Actual start and finish dates shall be indicated for each activity as appropriate. Completed activities will be omitted from remaining Float and Late Start Sorts.

5.6. **Application for Payment:** Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment. The "accepted updated" Project Schedule, including the Schedule of Values, shall be required for each Application for Payment. However, 1 (one) initial provisional progress payment may be payable at the sole discretion of the ENGINEER if it determines the Contractor is complying with the requirements of this Exhibit during the development of the Project Schedule. However, no more than one (1) Application for Payment will be approved until all of the requirements of this Scheduling and Reports Section have been met.

6. Recovery Schedule

6.1. Should the updated Project Schedule, at any time during Contractor's performance, show, in the sole opinion of the ENGINEER that the Contractor is 5% (Based on Phase or Project Total Float) or fourteen (14) or more calendar days behind schedule for any Contract Milestone Date, or should Contractor be required to undertake actions under Section 7.0 hereof, the Contractor shall prepare a Recovery Schedule at no additional cost to the CITY (unless the Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how Contractor intends to reschedule its Work in order to regain compliance with the Baseline Resource and Cost Loaded Design/Construction Schedule during the immediate subsequent pay period.

6.2. If the Contractor believes that all of the time can be recovered during the subsequent pay period the Contractor will be permitted to prepare a Recovery Schedule as set forth below. However, if the Contractor believes it will take more than thirty (30) calendar days to recover all of the lost time, it shall prepare and submit a request for revision to the "Baseline" Project Schedule and comply with all of the requirements of a Schedule Revision as set forth in this Exhibit.

6.2.1. The Contractor shall prepare and submit to the Owner's Representative a one-month maximum duration Recovery Schedule, incorporating the best available information from Subcontractors and others which will permit a return to the original accepted "Baseline Project Schedule" at the earliest possible time. The Contractor shall prepare a Recovery Schedule to same level of detail as the originally accepted "Baseline Project Schedule for a maximum duration of one month. This Recovery Schedule shall be prepared in coordination with other separate Contractors on the Project and shall not alter Contractor Milestone Dates.

6.2.2. Within two (2) working days after submission of Recovery Schedule to the ENGINEER, the Contractor shall participate in a conference with the ENGINEER to review and evaluate the Recovery Schedule. Within two (2) working days of conference, the Contractor shall submit the revisions necessitated by the review for the ENGINEER's review and acceptance. The Contractor shall use the approved Recovery Schedule as its plan for returning to the original accepted "Baseline Project Schedule".

6.2.3. During the period of time that the Recovery Schedule is in force, the Contractor shall prepare and submit to the ENGINEER weekly updates and shall confer continuously with the ENGINEER to assess the effectiveness of the Recovery Schedule. As a result of this conference, the ENGINEER will direct the Contractor as follows:

6.3. If the ENGINEER determines the Contractor is still behind schedule, the ENGINEER will direct the Contractor to prepare a Schedule Revision and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the CITY as provided elsewhere in the Contract Documents; or

6.4. If the ENGINEER determines the Contractor has successfully complied with provisions of the Recovery Schedule, the ENGINEER will direct the Contractor to return to the use of the approved Resource and Cost Loaded Design/Construction Schedule.

7. Time Impacts Evaluation for Change Orders, and Other Delays

7.1. When the Contractor is directed to proceed with changed work, the Contractor shall prepare and submit, a Time Impact Evaluation (TIE), within ten (10) workdays, which includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable the ENGINEER to evaluate the impact of changed work to the scheduled critical path. Contractor shall be required to comply with the requirements of this Paragraph for all types of delays.

7.2. The Contractor shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The Contractor shall provide the ENGINEER with four (4) copies of each TIE.

7.3. Once agreement has been reached on a TIE, the Contract Times will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Times may be extended in an amount the ENGINEER allows, and the Contractor may submit a claim for additional time.

8. Time Extensions

8.1. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given, in writing, within ten (10) workdays, of the occurrence of the event and in accord with the requirements of this Exhibit.

8.2. Where an event, for which the CITY is responsible, impacts the Contractual Substantial Completion date, the Contractor shall submit a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment and material the Contractor would expend to mitigate the CITY caused time impact. The Contractor is responsible for the cost of preparing the mitigation plan.

8.3. Failure to request time, provide TIE, or provide the required mitigation plan within the required ten (10) workdays, will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

8.4. No time will be granted under this Contract for cumulative effect of changes.

8.5. The CITY will not be obligated to consider any time extension request unless requirements of this Exhibit are complied with.

8.6. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

9. Schedule Revisions

9.1. Schedule Revisions, as defined herein, shall refer to modifications made to activities in the Accepted Baseline Project Schedule in any of the following items: (a) Activity Original Duration; (b) changes in logical connections between activities; (c) changes in imposed constraints; (e) changes to activity descriptions.

9.2. Should Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work, or the durations of the activities in its Resource and Cost Loaded Design/Construction Schedule, it shall do so in accordance with the requirements of this Scheduling and Reports Section and the Contract Documents. Revisions to the initial accepted Baseline Resource and Cost Loaded Design/Construction Schedule must be accepted in writing by the ENGINEER.

9.3. Contractor shall submit requests for revisions to the Project Schedule to the ENGINEER, together with written rationale for revisions and description of logic for rescheduling work and maintaining the Contract Milestone Dates listed in the Contract Documents. Proposed revisions acceptable to the ENGINEER will be incorporated into the next update of the Baseline Project Schedule.

9.4. Changes in activity description(s) may be done for clarification purpose only. If the proposed description change affects the Scope of Work covered by the activity, Contractor shall obtain approval of the ENGINEER before incorporating into schedule.

9.5. Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by him so that the progress of construction shall be maintained according to the currently approved Project Schedule for the Work. Contractor shall notify the ENGINEER in writing, within ten (10) calendar days of the occurrence, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor will be later than the delivery date indicated by the Project Schedule.

10. Float Time

10.1. Float or slack time, as calculated by Primavera using retained logic, associated with one chain of activities is defined as amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Project Schedule. Float or slack time shown on the Project Schedule is not for exclusive use or benefit of either the CITY or the Contractor and is available for use by either according to whichever first needs the use or benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays or Changes in the Work which may arise during performance. Contractor specifically agrees that float time may be used by the CITY in conjunction with their review activities or to resolve Project problems. Contractor agrees that there will be no basis for any modification of the Contract Milestone Dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, Change Order or delay which only results in the loss of available positive float on the Project Schedule.

10.2. Float time shown on the Project Schedule shall not be used arbitrarily by Contractor in a manner which, in the opinion of the ENGINEER, unnecessarily delays separate Contractors from proceeding with their work in a way which is detrimental to the interests of the CITY. If Contractor refuses to perform Work which is available and necessary to be performed in order not to delay any separate Contractors, the CITY may, regardless of the float shown on the Project Schedule to be available for the path of activities which encompasses said Work, terminate the Contractor for default.

11. Adverse Weather Delays

11.1. Contract time extensions for weather are based on the National Oceanic and Atmospheric Administration (NOAA) data for the project location. Delays will only be considered for such delays which impact activities on the critical path of the contract as defined by the schedule currently accepted by the ENGINEER at the time of the delay. Such time extensions, if approved by the ENGINEER, will be non-compensable. Weather delays may consist of days lost to adverse weather conditions, days lost to dry out of exposed soil, and or days lost to site clean-up due to adverse weather.

11.2. The following table below lists the typical number of work days lost to weather per month on critical path activities for this Contract. Working days lost due to weather in a given month in excess of those listed for that month, will be considered for a time extension. Days are not cumulative from month to month. Such time extension must be requested by the Contractor.

Month	# of Days
January	8
February	7
March	7
April	4
May	4
June	4
July	4
August	4
September	4
October	4
November	8
December	8

12. Default

12.1. Failure of the Contractor to substantially comply with the requirements of this Exhibit shall constitute a default by Contractor of its obligations under this Contract sufficient for termination of Contractor.

EXHIBIT I

QUALITY CONTROL PROGRAM

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8314, DOMESTIC CV & TAXI HOLD LOT RELOCATION

EXHIBIT "I", QUALITY CONTROL PROGRAM

1.1 Program Plan.

Prior to commencing work at any work site, Contractor shall prepare and submit a Project specific Quality Control Plan. This plan shall cover controls instituted to assure quality of the Work and the documenting of any other significant quality activities, materials certification and testing submittals, procedural direction, and specific technical instructions.

1.2 General.

The Contractor shall establish, provide, and maintain an effective Quality Control Program. Although guidelines are established and certain minimum requirements are specified herein and elsewhere in the Contract technical specifications, the Contractor shall assume full responsibility for accomplishing the stated purpose. The intent of this section is to enable the Contractor to establish a necessary level of control that will:

(1) Adequately provide for the production of acceptable quality materials.

(2) Provide sufficient information to assure both the Contractor and the ENGINEER that the specification requirements can be met.

The Contractor shall be prepared to discuss and present, at the Pre-Construction Conference, his/her understanding of the quality control requirements. The Contractor shall not begin any construction or production of materials to be incorporated into the completed work until the Quality Control Program has been reviewed by the ENGINEER. No partial payment will be made for materials subject to specific quality control requirements until the Quality Control Program has been reviewed. The quality control requirements contained in this section and elsewhere in the Contract technical specifications are in addition to and separate from the acceptance testing requirements. Acceptance testing requirements are the responsibility of the ENGINEER.

1.2.1 Description of Program.

A. **General Description**. The Contractor shall establish a Quality Control Program to perform inspection of all items of work required by the technical specifications, including those performed by subcontractors. This Quality Control Program shall detail the methods and procedures that will be

taken to ensure conformance to applicable specifications and Contract plans with respect to materials, workmanship, construction, finish, and functional performance. The Quality Control Program shall be effective for control of all construction work performed under this Contract and shall specifically include surveillance required by the technical specifications, in addition to other requirements of this section and any other activities deemed necessary by the Contractor to establish an effective level of quality control.

B **Quality Control Program**. The Contractor shall describe the Quality Control Program in a written document, which shall be reviewed by the ENGINEER prior to the start of any production, construction, or offsite fabrication. The written Quality Control Program shall be submitted to the ENGINEER for review at least fifteen (15) calendar days before the mobilization.

The Quality Control Program shall be organized to address, at a minimum, the following items:

(1) Quality control organization;

(2) Submittals schedule;

(3) Inspection requirements;

(4) Quality Control Testing Plan;

(5) Documentation of quality control inspection activities; and

(6) Requirements for corrective action when quality assurance and/or acceptance criteria are not met. The Contractor is encouraged to add any additional elements to the Quality Control Program that he/she deems necessary to adequately control all production and/or construction processes required by this Contract.

(7) Inspection of all materials, construction, plant, and equipment for conformance to the technical specifications, and as required by Section 1.2.

(8) Performance of all quality control tests as required by the technical specifications and Section 1.2. Certification at an equivalent level, by a state or nationally recognized organization will be acceptable.

1.2.2 Quality Control Organization. The Contractor's Quality Control Program shall be implemented by the establishment of a separate quality control organization. An

organizational chart shall be developed to show all quality control personnel and how these personnel integrate with other management/production and construction functions and personnel. The organizational chart shall identify all quality control staff by name and function, and shall indicate the total staff required to implement all elements of the Quality Control Program, including inspection for each item of work. If necessary, different technicians can be utilized for specific inspection functions for different items of work. The quality control organization shall consist of the following minimum personnel:

A. **Program Administrator**. The Program Administrator shall be a full-time employee of the Contractor, or a consultant engaged by the Contractor. The Program Administrator shall have a minimum of five (5) years of experience in airport and/or highway construction and shall have had prior quality control experience on a project of comparable size and scope as the Contract.

   The Program Administrator shall have full authority to institute any and all actions necessary for the successful implementation of the Quality Control Program to ensure compliance with the Contract plans and technical specifications. The Program Administrator shall report directly to a responsible officer of the construction firm. The Program Administrator may supervise the Quality Control Program on more than one project provided that person can be at the job site within two (2) hours after being notified of a problem.

B. **Quality Control Technicians**. A sufficient number of quality control technicians necessary to adequately implement the Quality Control Program shall be provided. These personnel shall be either ENGINEERS, engineering technicians, or experienced craftsman with qualifications in the appropriate field and shall have a minimum of two (2) years of experience in their area of expertise. The quality control technicians shall report directly to the Program Administrator and shall perform inspection of all materials, construction, and equipment for conformance to the technical specifications, and as required by Section 1.2.

C. **Staffing Levels**. The Contractor shall provide sufficient qualified quality control personnel to monitor each work activity at all times.

1.2.3 Submittals Schedule. The Contractor shall submit a detailed listing of all submittals (for example, mix designs, material certifications) and shop drawings required by the technical specifications. The listing can be developed in a spreadsheet format and shall include:

(1) Specification item number;

(2) Item description;

(3) Description of submittal;

(4) Specification paragraph requiring submittal; and

(5) Scheduled date of submittal.

1.2.4 Inspection Requirements. Quality control inspection functions shall be organized to provide inspections for all definable features of work, as detailed below. All inspections shall be documented by the Contractor as specified by Section 1.2. Inspections shall be performed daily to ensure continuing compliance with Contract requirements until completion of the particular feature of work. These shall include the following minimum requirements:

A. During plant operation for material production, quality control test results and periodic inspections shall be utilized to ensure the quality of aggregates and other mix components, and to adjust and control mix proportioning to meet the approved mix design and other requirements of the technical specifications. All equipment utilized in proportioning and mixing shall be inspected to ensure its proper operating condition.

B. During field operations, quality control test results and periodic inspections shall be utilized to ensure the quality of all materials and workmanship. All equipment utilized in placing, finishing, and compacting shall be inspected to ensure its proper operating condition and to ensure that all such operations are in conformance to the technical specifications and are within the plan dimensions, lines, grades, and tolerances specified.

1.2.5 Quality Control Testing Plan. As a part of the overall Quality Control Program, the Contractor shall implement a quality control testing plan, as required by the technical specifications. The testing plan shall include the minimum tests and test frequencies required by each technical specification Item, as well as any additional quality control tests that the Contractor deems necessary to adequately control production and/or construction processes. The testing plan can be developed in a spreadsheet fashion. All quality control test results shall be documented by the Contractor as required by Section 1.2.6.

1.2.6 Documentation. The Contractor shall maintain current quality control records of all inspections performed. These records shall include factual evidence that the required inspections have been performed, including type and number of inspections involved; results of inspections; nature of defects, deviations, causes for rejection, etc.; proposed remedial action; and corrective actions taken. These

records must cover both conforming and defective or deficient features, and must include a statement that all supplies and materials incorporated in the work are in full compliance with the terms of the Contract. Legible copies of these records shall be furnished to the ENGINEER daily. The records shall cover all work placed subsequent to the previously furnished records and shall be verified and signed by the Contractor's Program Administrator. Specific Contractor quality control records required for the Contract shall include, but are not necessarily limited to, the following records:

1.2.6.1 **Daily Inspection Reports**. Each Contractor quality control technician shall maintain a daily log of all inspections performed for both Contractor and subcontractor operations on a form acceptable to the ENGINEER. These technician's daily reports shall provide factual evidence that continuous quality control inspections have been performed and shall, as a minimum, include the following:

(1) Technical specification item number and description;

(2) Compliance with approved submittals;

(3) Proper storage of materials and equipment;

(4) Proper operation of all equipment;

(5) Adherence to plans and technical specifications; and

(6) Safety inspection.

The daily inspection reports shall be signed by the responsible quality control technician and the Program Administrator. The ENGINEER shall be provided at least one copy of each daily inspection report on the workday following the day of record

1.2.6.2 **Test Reports**. The Contractor shall be responsible for establishing a system, which will record all quality control test results. Test results shall be submitted to the Engineer prior to the start of the next day's work period. When required by the technical specifications, the Contractor shall maintain statistical quality control charts. The test reports shall be signed by the responsible quality control technician. Test reports shall document the following information:

(1) Technical specification item number and description;

(2) Test designation;

(3) Location;

(4) Date of test;

(5) Control requirements;

(6) Test results;

(7) Causes for rejection;

(8) Recommended remedial actions; and

(9) Retests.

1.2.7 Corrective Action Requirements. The Quality Control Program shall indicate the appropriate action to be taken when a process is deemed, or believed, to be out of control (out of tolerance) and detail what action will be taken to bring the process into control. The requirements for corrective action shall include both general requirements for operation of the Quality Control Program as a whole, and for individual items of work contained in the technical specifications. The Quality Control Program shall detail how the results of quality control inspections and tests will be used for determining the need for corrective action and shall contain clear sets of rules to gauge when a process is out of control and the type of correction to be taken to regain process control. When applicable or required by the technical specifications, the Contractor shall establish and utilize statistical quality control charts for individual quality control tests. The requirements for corrective action shall be linked to the control charts.

The ENGINEER will notify the Contractor of any noncompliance with any of the foregoing requirements. The Contractor shall, after receipt of such notice, immediately take corrective action. Any notice, when delivered by the ENGINEER or his designated representative to the Contractor or his/her authorized representative at the site of the work, shall be considered sufficient notice.

In cases where quality control activities do not comply with either the Contractor's Quality Control Program or the Contract provisions, or where the Contractor fails to properly operate and maintain an effective Quality Control Program, as determined by the ENGINEER, the ENGINEER may:

(1) Order the Contractor to replace ineffective or unqualified quality control personnel or subcontractors.

(2) Order the Contractor to stop operations until an appropriate corrective action is taken.

1.2.8 Surveillance by the Engineer. All items of material and equipment shall be subject to surveillance by the CITY at the point of production, manufacture or shipment to determine if the Contractor, producer, manufacturer or shipper maintains an adequate quality control system in conformance with the requirements detailed herein and the applicable technical specifications and plans. In addition, all items of materials, equipment and work in place shall be subject to surveillance by the CITY at the site for the same purpose.

Surveillance by the ENGINEER does not relieve the Contractor of performing quality control inspections of either "on-site" or "off-site" Contractor's or subcontractor's work.

1.3 Plan Update.

The Quality Control Plan shall reflect the interfaces between CITY or its designated representatives, Contractor, and other relevant organizational entities. It shall contain all appropriate interface control instructions. The plan shall be updated as necessary during this Contract to reflect any changes in the plan. The Quality Control Plan shall provide for the issuance of a "stop work" order by the Contractor or ENGINEER at any time during the Work when significant adverse quality trends and/or deviations from the approved Quality Control Program are found.

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE (OCC)

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CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the

reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Michael Sterling
Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3000

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: FC-8314, Domestic CV & Hold Lot Relocation.

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement with a certified AABE or FBE in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the FC-8314, Domestic CV & Hold Lot Relocation project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

17.5% AABE and 13% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.

3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.

4. Subcontractor Contact Form. It is required that bidders list and submit information on **all subcontractors** they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_____

Signature of Attesting Party

_____

Title of Attesting Party

On this _____ day of _____, 20___, before me appeared _____, the person who signed the above covenant in my presence.

_____

Notary Public

Seal

CONTRACTOR CONTACT FORM

List all potential joint venture partners, protégés, subcontractors or suppliers (regardless of ethnicity/gender) that were contacted regarding this project.

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

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

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

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

Signature: _____ **Date:** _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN

SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar ($) Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE%_____

Total FBE%_____

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

Proponent's Co. Name: _____ **Date:** _____ **FC#:** _____

Proponent's Contact Number:_____ **Project Name:**_____

Signature: _____ _____

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____

Contractor