



CITY OF ATLANTA

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DEPARTMENT OF PROCUREMENT
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Kasim Reed
Mayor

November 20, 2015

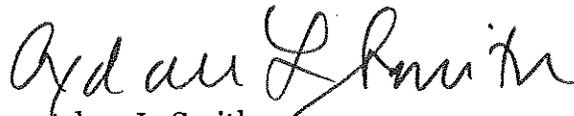
INTERESTED PROPONENT:

Re: FC-8468, Domestic Terminal Parking Decks Reconstruction & Replacement – Design Phase Services at Hartsfield-Jackson Atlanta International Airport

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

For additional information, please contact the following personnel for the respective solicitation: FC-8468, Leslie Page, Contracting Officer, at (404) 330-6107, or via email at LPage@AtlantaGa.Gov.

Sincerely,


Adam L. Smith

ALS:lhq

Addendum No. 1

Re: FC-8468, Domestic Terminal Parking Decks Reconstruction & Replacement – Design Phase Services, at Hartsfield-Jackson Atlanta International Airport

November 20, 2015

Page 2

This Addendum forms a part of the Request for Proposal and modifies the original solicitation package as noted below:

- Answers questions received from prospective proponents and modifies the Request for Proposal as described in the attached documents.
-

Bids are due **Wednesday, December 16, 2015**, and should be time stamped no later than 2:00 p.m. EST on this day, and delivered to the address below:

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

.....
*****All other information remains unchanged*****
.....

Addendum No. 1

Re: FC-8468, Domestic Terminal Parking Decks Reconstruction & Replacement – Design Phase Services at Hartsfield- Jackson Atlanta International Airport

November 20, 2015

Page 3

Acknowledgement of Addendum No. 1

Proponents must sign below and return this form with its proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgement of receipt of this addendum on this _____ day of _____, 2015.

Legal Company Name of Proponent

Signature of Authorized Representative

Title

Date

MODIFICATIONS ARE INDICATED IN BOLD ITALIC FACE TYPE

PROJECT NUMBER FC-8468, DOMESTIC TERMINAL PARKING DECKS RECONSTRUCTION & REPLACEMENT – DESIGN PHASE SERVICES

The following questions and/or clarifications were requested by various Contractors:

1. Question: Does the scope of work include design of two garages (North and South) or three (the one mentioned on p. 77, Replacement Parking Deck).

Answer: 3 (Three)

2. Question In reference to Part1; Information and Instructions to Proponents, Article 4.; Award Limitations on RFP:

Will a subcontractor who is not one of the Joint Venture Partners (Proponents) for either FC-8468 or FC-8469 and but is a subcontractor to each of the City's recommended Proponents, each being different, for the two separate projects, be allowed to participate on both projects as a subcontractor? For example will a sub-contractor doing site investigation for the successful design team be allowed to perform construction support work for the successful CMR team?

Answer: No, unless approved as indicated in the Agreement.

3. Question: In Section 2.5.1, are these the only resumes to be submitted, or can we submit other staff categories?

Answer: Other Staff categories may be proposed, but when additional staff categories are submitted the corresponding Fully Burdened Hourly billing rate should be added and submitted on Exhibit A.2, page 96 of the RFP.

4. Question: Are forms 7 & 8 on pages 47-49 only submitted once for the JV and not by each JV partner?

Answer: Forms 7 & 8 are submitted once for the JV.

5. Question: Are the four (4) projects required on form 9 on page 50 the total number required for the JV team and not each JV partner?

Answer: The four projects are required for each JV partner separately.

6. Question: Are there any applicable City of Atlanta, county, or state of Georgia taxes applicable to the services that the City is aware of as noted in item 8.3 on page 58?

Answer: Consultant is required to determine the taxes applicable to the services.

7. Question: Who or what is the "A & E Team" noted in item 6.1 on page 78? Is it the same entity as the Consultant referenced elsewhere or another firm the City may choose to contract with for planning services?

Answer: *The same as the Consultant.*

8. Question: The basic services on pages 80-84 includes services for cost estimating, construction scheduling, permitting, and preparing "procurement documents" that are typically performed by the CM on CM@R projects. Please clarify roles of Designer and CM@R.

Answer: *The City views these services as separate but collaborative services performed by the Project Team to achieve the Project Goal. The Consultant will be expected to perform the basic services as negotiated and contracted to ensure that the Project can be constructed within the Project Budget, within the Schedule defined and agreed upon, and providing Project Drawings and Specifications that can be permitted and constructed as shown and as per the Agreement. Construction Scheduling and/or Phasing will be a collaborative process involving the entire Project Team including the Using agency (DOA Parking).*

9. Question Will the Consultant and CM@R both be providing separate cost estimates and schedules?

Answer *The Design Consultant and the CM@R will both provide an estimate at the 35% submission. After these are reconciled the CM@R will assume the estimating duties for the Project. Phasing and/or schedules will be a collaborative process throughout the Project.*

10. Question Will the Consultant provide services for obtaining permits, and preparing "procurement documents"?

Answer *The Consultant will be required to produce "Permittable Drawings" and the design support necessary to obtain the necessary Permits. The preparation of the documents needed by the CM@R to obtain the necessary trade bids for the Project will be the responsibility of the CM@R.*

11. Question Are CA phase, commissioning, and close out services on pages 84-87 included as part of the Consultants basic services for this RFP or will that be a separate future contract or contract amendment?

Answer *They are a part of this RFP but the fees may be negotiated at the point in time which they are required.*

12. Question Are any full time on-site resident engineer or resident architect services during the CA phase desired of the Consultant?

Answer *As a part of Construction Administration Services this may be required as negotiated.*

13. Question In article 9.0 on page 89, is the "A & E" the same entity as the "Consultant" or different as noted in item 3 above? Does the City intend to retain a different A/E team for planning services?
- Answer** *"A&E" and Consultant are the same entity. The City has retained or will retain a separate consultant for Planning Services.*
14. Question How will the fully burdened hourly rates be adjusted over the 10-year term of the contract to reflect changes in employee salaries and/or hourly rate?
- Answer** *Each task will be negotiated within the time frame it is to be performed. Reasonable adjustments in Hourly Rates and FAR Audited Overhead Rates will be reviewed and negotiated at that time.*
15. Question Will each JV partner need to have separate bonding or can the entire JV be covered under a single bond per item 9 at the top of page 105?
- Answer** *Bonding is no longer applicable. See revised Exhibit D, attached to this addendum No 1.*
16. Question Regarding professional liability insurance, has the City considered a project policy to cover the entire team since this is such a large project?
- Answer** *Yes and such a policy will not be provided.*
17. Question Please confirm that the Consultant's bond amount shall only cover the current years design fees and not construction cost as noted in item 6 on page 108.
- Answer** *Please reference answer to Question No. 15.*
18. Question Will SIDA badges and FBI/CHRC checks be required for this project per Articles 5.1.3 & 4 on page 114?
- Answer** *Personnel accessing the secured Areas of the Airport will be required to obtain Airport SIDA badges.*
19. Question What are the requirements for the JV partners related to utilizing the City's First Source program included on page 14 of Appendix A of the RFP?
- Answer** *All Joint Venture partners should submit form 4 and Form 5 individually.*
20. Question Would the City of Atlanta consider omitting the Performance and Payment Bond since they are not readily available for A/E design firms?
- Answer** *Please reference answer to Question No. 15.*

21. Question Is information available for the Consultant prior to submission of the proposals, such as:
- a. North and South Parking Structures Conceptual Design Report and drawings?
 - b. 6,000 space parking structure preliminary report and drawings?
 - c. DOA program for each of the three parking structures?
 - d. DOA budget?
 - e. DOA schedule?

Answer *Budgets and Schedules will be finalized during negotiations. No other information is available at this time.*

22. Question Are there any expectations/restrictions on interview presentation content?

Answer *Procedures will be defined if interviews are required.*

23. Question Are 11x17 sheets acceptable in the Proposal?

Answer *Reference Part 2, Section 4.3 for instructions.*

24. Question How much of the design (parking design, geotechnical, survey, etc...) has been completed in the Planning Definition Report? This information is needed in order to accurately determine and commit the percentage of work for each MBE/FBE firm.

Answer *No actual design has been completed. It will be available after selection.*

25. Question Performance guarantee/bonding requirements question. If the planning definition report is not distributed, how much bonding is anticipated per year (dollar amount)?

Answer *Please reference answer to Question No. 15.*

26. Question With the determination by the City / Airport that the planning documents would not be made available to the submitting proponents, is it safe to assume that the consultant(s) who produce this document would be precluded for submitting on this project, for very obvious reasons.

Answer *Yes.*

27. Question *2.1.2. If Proponent is a corporation, limited liability company, or other registered entity formed in the State of Georgia, Proponent must include a copy of its Certificate of Incorporation, its Certificate of Organization, or other evidence of its registration with the Georgia Secretary of State.*

2.1.3.1. If Proponent is a corporation, limited liability company, or other registered entity formed outside the State of Georgia, Proponent must include evidence of its registration with the Georgia Secretary of State.

For the questions above – Q1 -Please confirm that a team can submit the JV agreement and then the business licenses and registrations for each member of the JV? Q2- Are certificates and licenses required for each specialty sub consultant as well?

Answer *Q1- Yes, if such information is not available for the JV itself.*

Q2- No, Certificates and licenses are not required for each specialty subconsultant at the time of submittal.

28. Question *2.3.1. Describe the Proponent's experience and qualifications in architectural and engineering design services as widely described in the Scope of Services. Proponent must provide a narrative description of three (3) projects within the last 10 years demonstrating capability and qualifications in all areas identified below and each project should encompass a combination of several of the areas of expertise:*

Is the request for 3 projects that cover the information in each of the sections following this statement? Or 3 projects for each question?

Answer *A total of three projects demonstrating capability and qualifications in all areas.*

29. Question *2.3.2.1. List of specialized consultants and definition of the work the sub consultant will perform;*
2.3.2.2. The specialized sub consultant's resume and company history, address and details of experience with similar type of design project during the past five (5) years.
2.3.2.3. Provide four (4) current clients of the Proponent's firm. A separate Form 9, Client List is required for each reference, which is to be included in the Proposal following the related narrative;
2.3.2.4. Provide three (3) examples of how Proponent or identified team corrected a problem (whether it is personnel, client, or project related) that was encountered during execution of a Project.

Since the statements above are all under the Specialty Consultant header, Confirm that the 2.3.2.1 and 2.3.2.2 are required for every sub consultant and that 2.3.2.3 and 2.3.2.4 are from the JV team members only or the entire team?

Answer *Please review revised section attached to this addendum No 1.*

30. Question *2.5.1 Resumes & Key Personnel – calls out for certain team roles, but not all team members. Please confirm whether this list is intended as a complete listing of all of the resumes that required or if it is just a representative list and each team shall determine who is submitted?*

Answer *Refer to Question 3.*

31. Question *Please confirm that the required forms are from JV Team only? Pending answer*

for question 4 above.

Answer *Please review Forms 1, 2 and 4 for directions regarding submission. Form 5 is to be completed by the JV.*

32. Question Confirm that Volumes 1&2 may be submitted in the same book as stated on page 24, 4.3.

Answer *See Revisions to Part 2; Contents of Proposals/Required Submittals - 4, Submissions of Proposals, attached to this addendum.*

33. Question Is there a limit for pages and or sections as has been required of previous City of Atlanta submittals?

Answer *No.*

34. Question Do the forms in Volume 2 need to be tabulated?

Answer *Yes.*

35. Question May Joint Ventures submit proposals as general partnerships?

Answer *All proponents should follow the instructions in Appendix A on page 6.*

36. Question Who was involved with the development of the ideas for the parking garage replacement/expansion, and are they permitted to pursue the design?

Answer *This question is unclear and cannot be answered. However, please refer to Answer No. 26 as that may be instructive.*

37. Question Section 3.9 – Cost Proposal. – Please confirm this consists of form A-2 only hourly/burdened rates and no other breakdowns are required with this submittal.

Answer *Yes.*

38. Question Is a payment bond required if the Proponent is submitting for the design contract only?

Answer *Please reference answer to Question No. 15.*

39. Question Will on call design teams be allowed to pursue this work as either Prime Proponent or a Proponent affiliate of a joint venture partnership.

Answer *Yes.*

40. Question The posted sign-in sheets of those attending the pre-proposal meeting appear incomplete. A JV partner who signed the form at the meeting is not listed. Will you re-issue a complete set in an addendum?

Answer *Any individuals who failed to sign the sign-in sheet at the pre-proposal meeting can send their contact information to Les Page, Contracting Officer (LPage@AtlantaGa.Gov) and it will be updated on a revised list and posted to the City of Atlanta's website.*

41. Question What (if any) declaration requirements are there under Part 2, Volume I, page 15 of the RFP as to general partnerships.

Answer *Provide all requested information as requested in 2.1 and Appendix A.*

42. Question May Joint Ventures be in the form of corporations or limited liability companies or may they submit proposals as general partnerships?

Answer *All proponents should follow the instructions in Appendix A on page 6.*

THE FOLLOWING ARE CHANGES AND/OR MODIFICATIONS TO THE PROPOSAL DOCUMENTS

1. REVISION TO PART 2; CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS

Delete: Section 2.3.2. Specialty Subconsultant., in its entirety.

Replace With: ***2.3.2. Specialty Subconsultant. The Proponent shall identify any outside specialized consultants it intends to use as a subconsultant/ subcontractor for the management of the work, or major portion thereof (such as noise insulation, architectural, signage, structural, mechanical and/or engineering, and estimating consultants). The Proponent shall submit information on the subcontractors/subconsultants, which shall include:***

2.3.2.1. List of specialized consultants and definition of the work the subconsultant will perform;

2.3.2.2. The specialized subconsultant's resume and company history, address and details of experience with similar type of design project during the past five (5) years.

2.3.3. Provide four (4) current clients of the Proponent's firm. A separate Form 9, Client List is required for each reference, which is to be included in the Proposal following the related narrative;

2.3.4. Provide three (3) examples of how Proponent or identified team corrected a problem (whether it is personnel, client, or project-related) that was encountered during execution of a Project.

Delete: 4. Submission of Proposals: Section 4.3., its entirety.

Replace With: ***4.3 A Proponent is required to submit one (1) original and ten (10) copies of its Proposal. Each Proposal must be submitted on 8 ½ " x 11" single-sided, typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder (Volumes 1 and 2 must be contained in separate 3 ring-binders). Each Proposal must contain an index and separate sections for each of the sections set forth in Section 2 of Part 2 of this RFP.***

2. REVISION TO PART 5; FORM OF SERVICE AGREEMENT – EXHIBIT D, INSURANCE AND BONDING REQUIREMENTS

Delete: Exhibit D, Insurance and Bonding Requirements and Exhibit D-1, Form of Performance and Payment Bonds; in their entirety.

Replace With: ***Revised Exhibit D, Insurance and Bonding Requirements; attached to this Addendum No 1.***

3. REVISION TO PART 5; FORM OF SERVICE AGREEMENT – EXHIBIT A.1, COMPENSATION

Delete: **7. Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices; in its entirety.

Replace With: ***7. Payment of Invoices. Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices. The Consultant shall furnish with each Application for Payment affidavit and waivers executed by the Consultant and each Sub consultant and supplier with respect to the work covered by the Application for Payment in the forms approved by the City.***

**REVISED EXHIBIT D
INSURANCE REQUIREMENTS
FC-8468 DOMESTIC TERMINAL PARKING DECKS RECONSTRUCTION
DESIGN PHASE SERVICES**

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 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 Required Before Work Begins

No work under the Agreement may be commenced until all insurance 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 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 in the name of Service Provider's entity or partnership as the primary insured.

2. Project Number & Name

The project number (FC-8468) and name (Domestic Terminal Parking Decks Reconstruction – Design Phase Services) 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 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.

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 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 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 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 Required for Duration of Contract

All insurance 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 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 prior to the commencement of this Agreement, and, thereafter, with a certificate evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates.

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.

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
- Fire Legal Liability
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement (primary& non-contributing in favor of the City)
- 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. Professional Liability /Errors & Omissions Insurance

Service Provider shall procure and maintain during the life of this contract Professional Liability/Errors & Omissions Insurance in an amount of **\$2,000,000** per occurrence and annual aggregate. The policy will fully address the Contractor/Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three year Extended Reporting Provision. As well as these extensions of coverage:

- Damages arising from a failure of computer security, or a wrongful release of private information
- Cost to notify consumers of a release of private information and to provide credit-monitoring or other remediation services in the event of a covered incident.

F. Valuable Papers Insurance

Service Provider shall procure and maintain during the life of this contract Valuable Papers and Records Coverage Insurance in an amount of **\$250,000** per occurrence and annual aggregate. The policy will fully address the Service Provider's cost to reconstruct damaged or destroyed valuable papers and records associated with the scope of work contained in this agreement.