

REQUEST FOR PROPOSALS

FC-8463, Public Art Restoration Program



Atlanta, Georgia

**Camille Russell Love
Executive Director
Mayor's Office of Cultural Affairs**

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



CITY OF ATLANTA

Kasim Reed
Mayor

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

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

November 24, 2015

ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta, Department of Procurement (“DOP”), a proposal for **FC-8463, Public Art Restoration Program**. The City of Atlanta (the “City”) is soliciting proposals from qualified firms for the restoration of the City’s fixed art asset inventory and infrastructure.

A **Pre-proposal Conference** will be held on **Wednesday, December 9, 2015, at 11:00 A.M. EST**, at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303. The purpose of the Pre-proposal Conference is to provide proponents with detailed information regarding the project and to address questions and concerns. There will be representatives from the Mayor’s Office of Cultural Affairs, Office of Contract Compliance, Risk Management and Atlanta Work Force Development Agency available at the conference to discuss this project and to answer any questions. Proponents are strongly urged to attend the Pre-proposal Conference.

Proponents will be allowed to submit questions in writing and to ask questions during the Pre-proposal Conference. However, please note that oral answers to questions during the Pre-proposal Conference are not authoritative. Authoritative responses to all written questions will be published and made available to all proponents in the form of an addendum. The deadline to submit questions in writing is **Friday, December 11, 2015, at 1:00 P.M. EST**.

Your response to this Request for Proposals (“RFP”) must be received by designated staff of the Department of Procurement at 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, **no later than 2:00 P.M. EST, Wednesday, January 13, 2016**.

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

Proposals will be publicly opened and read at 2:01 p.m. EST on the respective due date in Suite 1900 (1st Floor), 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303.



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

You are required to email your business name, contact person, address, phone number, fax number, email address, and the project number to **Krista A. Morrison, Esq., Contracting Officer, Senior**, at kamorrison@atlantaga.gov to be placed on the Plan Holders List. Failure to do so may prevent you from receiving any addenda that are issued.

This RFP may be obtained from the Department of Procurement Plan Room, 55 Trinity Avenue, S.W., Suite 1900 (1st Floor), City Hall South, Atlanta, Georgia 30303, at a cost of \$50.00 per package as of November 24, 2015 between the hours of 8:15 a.m. EDT and 5:00 p.m. EDT, Monday through Friday. Payment for the documents represents production costs; therefore, payment is non-refundable.

If you have any questions regarding this project, please contact Krista A. Morrison, Esq., Contracting Officer, Senior, at (404) 865-8709 or by email at kamorrison@atlantaga.gov. Any questions regarding the procedure for purchasing a copy of the document or obtaining a copy of the Plan Holders List should be directed to the Plan Room at (404) 330-6204.

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

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

Sincerely,



Adam L. Smith

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PART I

INFORMATION AND INSTRUCTIONS TO PROPOSERS

Part 1: Information and Instructions to Proponents

1. **Services Being Procured:** This Request for Proposals (“RFP”) from qualified proponents (“Proponent” or “Proponents”) by the City of Atlanta (“City”), on behalf of the Mayor’s Office of Cultural Affairs (“OCA”), seeks to procure the following services (“Services”): restoration of the City’s fixed art asset inventory and infrastructure. A more detailed Scope of Services sought in this procurement is set forth in **Exhibit A – Scope of Services**; included in this RFP.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 RFP is Code Section 2-1189; Competitive sealed proposals. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the City’s Code of Ordinances and Charter, which laws are incorporated into this RFP by reference.
3. **Authority to Transact Business in Georgia:** Each Proponent shall submit with its Proposal, documentation that demonstrates it is duly authorized to conduct business in the State of Georgia, or in another State.
4. **Minimum Qualifications:** The Proponent shall have a minimum of three (3) years’ experience in managing restoration projects. Proponent must also provide evidence of American Institute of Conservation accreditation.
5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into an agreement and cannot be accepted by any Proponent to form an agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind City. A Proponent’s offer is a firm offer and may not be withdrawn except under the rules specified in City’s Code of Ordinances and other applicable law.
6. **Proposal Deadline:** Your response to this RFP must be received by the City’s Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 **no later than 2:00 p.m., EST** (as verified by the Bureau of National Standards) on **Wednesday, January 13, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
7. **Pre-Proposal Conference:** Each Proponent is highly encouraged to attend the Pre-Proposal Conference scheduled for **Wednesday, December 9, 2015, at 11:00 A.M.**, at the DOP Conference Room in Suite 1900. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services. Any failure to fully investigate the Jobsite(s) shall not relieve any Proponent from responsibility from evaluating properly the difficulty or cost of successfully performing the Services.
8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City’s contact person, **Krista A. Morrison, Esq., Contracting Officer, Senior**, Department of Procurement, 55 Trinity Avenue, SW, Suite

¹ All capitalized terms contained in the Services Agreement are incorporated into this RFP.

1790, Atlanta, Georgia 30303-0307, by e-mail kamorrison@atlantaga.gov, on or before **Friday, December 11, 2015 at 1:00 P.M.** Questions received after the designated period may not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 1st Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Proposals:** Each Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
10. **Insurance and/or Bonding Requirements:** The Insurance and/or Bonding requirements for any Agreement that may be awarded pursuant to this RFP are set forth in **Appendix B - Insurance and Bonding Requirements**, attached to this RFP.
11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A - Office of Contract Compliance Requirements**, attached to this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. The City will review the information included in **Form 3; Proponent Financial Disclosure** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of a Payment Bond and/or Performance Bond if an Agreement is awarded, the City will review the information included in **Form 4.2; Certification of Bonding Ability** indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if an Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if an Agreement is awarded to it.
13. **Special Rules Applicable to Evaluation of Proposals:** : A Proponent may be required to submit, in writing, the addresses of any proposed subcontractors or equipment manufacturers listed in the Proposal and to submit other material information relative to proposed subcontractors. City reserves the right to disapprove any proposed subcontractors whose technical or financial ability or resources or whose experience are deemed inadequate.

14. **Examination of Proposal Documents:**

- 14.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
- 14.2. Each Proponent shall promptly notify City in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from City.
- 14.3. City may in accordance with applicable law, by addendum, modify any provision or part of the RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by City in an issued addendum.
- 14.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 5; Acknowledgment of Addenda** attached to this RFP at Part 4.
15. **Oral Presentations:** All responsive Proponents may be required to make an oral presentation of their proposed solution to the City’s Evaluation Committee. The Key Personnel (or some group thereof) as identified in the Proponent’s proposal must be active participants in the oral presentation. The Proponent’s presentation should focus on an understanding of the capabilities of the proposed solution. The City will notify responsive proponents of the date, time and location for the presentation, and will supply an agenda or topics for discussion.
16. **Cancellation of Solicitation:** This solicitation may be cancelled in accordance with the City of Atlanta Code of Ordinances.
17. **Award of Agreement; Execution:** If the City awards an Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent an Agreement for execution substantially in the form included in this RFP.
18. **Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (“Act”). Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4; Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted with each proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All

Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4, Form 1**.

19. **Multiple Awards:** The City reserves, at its sole discretion, the option to award to multiple Proponents. The award(s) will be based on the Scope of Services in its entirety or by components. Multiple awards may be made on the total Scope of Services or components of the Scope of Services.
20. **Georgia Open Records Act:** Information provided to the City is subject to disclosure under the Georgia Open Records Act (“GORA”). 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 .].”
21. **Substitutions:** Whenever a material, article, or piece of equipment is identified on the Plans or in the Specifications by reference to manufacturers' or vendors' names, trade names, catalog numbers, etc., it is intended to establish a standard, and any material, article, or equipment of other manufacturers and vendors which will perform adequately the duties imposed by the general design will be considered equally acceptable, provided the material, or equipment so proposed is, in the opinion of the Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Engineer's written approval.

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

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

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

- a. If the term "OR EQUAL" follows the names of approved manufacturers, then other manufacturers desiring approval may submit the product to the Engineer for approval during the bidding phase. The manufacturer should include the following items in this pre-submittal:
 1. Descriptive literature, including information on materials used, minimum design standards features, manufacturing processes and facilities, and similar information, which will indicate experience and expertise in the manufacture of the product being evaluated;
 2. Performance specifications applicable to the manufacturer's standard design, which indicate the level of performance to be expected from the product;

3. A complete set of submittal Drawings of similar equipment that has been completed and placed into operation;
 4. A list of existing installations of equipment similar in type and size;
 5. Evidence of technical ability of the manufacturer to design and manufacture Equipment and systems meeting project requirements. Evidence submitted shall include, at a minimum, descriptions of engineering and manufacturing staff capabilities;
 6. Information required to satisfy specified experience requirements or a copy of the bond to be submitted in lieu of experience;
 7. A complete description of field service capabilities, including the location of field service facilities which would serve the proposed facility and the number and qualifications of personnel working from that location;
 8. A complete list of all requirements of the Drawings and Specifications with which the manufacturer cannot conform, including reasons why alternate features are considered equivalent; and
 9. All other information necessary to fully evaluate the product for consideration.
- b. This pre-submittal shall reach the Engineer no later than three (3) weeks prior to the Bid date. Manufacturers will be advised of approval or rejection in writing no later than fourteen (14) days prior to the Bid date. Rejected submittals may be supplemented with additional information and resubmitted no later than one (1) week prior to the bid date. Manufacturers making supplementary submittals will be advised of approval or rejection in writing no later than three (3) days prior to the bid date.

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

- c. If the term "EQUAL TO" precedes the names of approved manufacturers in the Specifications, the Contractor may, after receiving the Notice to Proceed, submit Shop Drawings on the substitute product for the approval of the Engineer in accordance with General Condition 28.

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

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

PART II

CONTENTS OF PROPOSALS

Part 2: Contents of Proposals

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

1.1. **Informational Proposal;** and

1.2. **Cost Proposal.** (Form provided by City at **Exhibit A.2-Cost Proposal**) The Cost Proposal will become part of the Services Agreement attached to this RFP, if an Agreement is awarded pursuant to this procurement.

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

2.1. **Volume I:** information drafted and provided by a Proponent; and

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

3. Information Required to Be Included in Informational Proposal:

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

3.1.1. **Information Drafted and Provided by a Proponent:** This information should be included in a **Volume I** to a Proposal:

3.1.1.1. **Executive Summary;**

3.1.1.2. **Organizational Structure;**

3.1.1.3. **Resumes of Key Personnel;**

3.1.1.4. **Overall Experience, Qualifications and Performance on Previous Projects;** and

3.1.1.5. **Project Approach.**

3.1.2. **Information Provided by a Proponent on Forms Provided by the City:** This information should be included in a **Volume II** to a Proposal:

3.1.2.1. **Forms attached to this RFP at Part 4:**

3.1.2.1.1. Form 1; Illegal Immigration Reform and Enforcement Act (IIREA) Form;

3.1.2.1.2. Form 2; Disclosure Form and Questionnaire;

3.1.2.1.3. Form 3; Proponent Financial Disclosure;

3.1.2.1.4. Form 4.1; Certification of Insurance Ability;

3.1.2.1.5. Form 4.2; Certification of Bonding Ability;

3.1.2.1.6. Form 5; Acknowledgment of Addenda;

3.1.2.1.7. Form 6; Proponent Contact Directory;

3.1.2.1.8. Form 7; Reference List;

3.1.2.1.9. Form 8; Proposal Bond (not applicable);

3.1.2.1.10. Form 9; Required Submittal Checklist.

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

3.2. Information Requirements Details: The following is a more detailed summary of the requirements of certain portions of the Informational Proposal:

3.2.1. Executive Summary (tabbed in Volume I).

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

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

3.2.1.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;

3.2.1.2.2. A brief statement of the approach to the work, understanding of the Program's goals and objectives and demonstrated understanding of the Program's potential problems and special concerns;

3.2.1.2.3. A description of the Proponent's plan for complying with the City's EBO goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these

firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described; and

3.2.1.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

3.2.2. **Organizational Structure (Tabbed in Volume I).** The Proponent's Organizational Structure Section of the Proposal should introduce the proposed Proponent team by:

3.2.2.1. providing a narrative description of the Team, and all proposed Subcontractors, including the roles assigned to all team members; and

3.2.2.2. providing an organizational chart of the proposed Team for this project indicating the role each Applicant member will fulfill.

3.2.2.3. In the event that key Team members must be replaced during the course of the term of the Agreement, describe your back-up personnel plan.

3.2.2.4. If the applicant does not intend to locate all team members in Atlanta, state what other arrangements would be proposed.

3.2.2.5. Provide the earliest available start date on which the Principal or Art Conservator would be available to work full-time on this project.

3.2.2.6. Provide the percent availability and percent commitment of key Team members to the project during the various stages of the project.

3.2.3. **Key Personnel/Resumes:**

3.2.3.1. Identify and provide resumes for the individuals that the Team will use to fill the following proposed positions:

3.2.3.1.1. General Contractor, Principal;

3.2.3.1.2. AIC Conservator, objects specialist, Fellow;

3.2.3.1.3. Civil and Structural Engineers.

3.2.3.2. Resumes should be organized as follows:

3.2.3.2.1. Name and Title;

3.2.3.2.2. Professional Background;

3.2.3.2.3. Current and Past Relevant Employment;

3.2.3.2.4. Education;

3.2.3.2.5. Certifications;

3.2.3.2.6. List of Relevant projects, including:

- 3.2.3.2.6.1. Client Name;
- 3.2.3.2.6.2. project description;
- 3.2.3.2.6.3. role of the individual;
- 3.2.3.2.6.4. project actual or expected completion date; and

3.2.4. **Overall Experience, Qualifications and Performance on Previous Projects.** Provide a description of the firm’s experience and history with working with art restoration projects over the past 10 years. Include for each project, the physical location, scope of work, financial impact, before-and-after pictures, and any other information that will help to identify your firm’s ability to handle the Art Objects in the Public Art Collection. Projects involving the restoration and repair of contemporary metal art and structures are of the greatest importance.

3.2.4.1. Submit an experience matrix for the Team and proposed Subcontractors. This matrix should describe exactly the type of work each Team member has performed within the past ten (10) years on projects of comparable scope and nature to the City’s project. It is not sufficient to simply identify names of projects, or indicate an association with a project.

3.2.5. **Project Approach.** Describe how your firm will manage the Services outlined in Exhibit A: Scope of Services.

4. Cost Proposal: Each Proponent must submit a Cost Proposal using the form provided by the City at Exhibit A.2: Cost Proposal. The Cost Proposal must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal. The Cost Proposal shall serve as the baseline for final fee negotiation with the City. **Submit one (1) stamped “Original” and eight (8) copies of the Cost Proposal in a separate sealed envelope.**

5. Submission of Proposals:

5.1. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8463, Public Art Restoration Program** and the name and address of the Proponent. All Proposals must be submitted to:

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

5.2. A Proponent is required **to submit one (1) stamped original and eight (8) copies of its Informational Proposal.** Each Informational Proposal must be submitted on 8½” x 11” double-spaced, typed pages, using 12–point font size and such pages must be inserted in a standard three-hole ring binder. Each Informational Proposal must contain a table of contents and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.

- 5.3. In addition to the hard copy submission, each Proponent should submit two (2) digital versions of its Proposal in Adobe Portable Document Format (“**PDF**”) on compact disk (CDs) or USB Flash Drive. CD One (1) version should be a duplicate of the hard copy of the Proposal with no deviations in order or layout of the hard copy proposal. CD Two (2) version should be a redacted version of the hard copy Proposal. Please refer to the Georgia Open Records Acts (O.C.G.A. § 50-18-72) for information not subject to public disclosure.
- 5.4. The City assumes no liability for differences in information contained in the Proponent’s printed Proposal and that contained on the CDs. In the event of a discrepancy, the City will rely upon the information contained in the Proponent’s printed material (Hard Copy). Each CD or Flash Drive should be labeled with the Project Number, Project Name, and the CD Number
- 5.5. If certain portions of your response are considered confidential and proprietary, we would recommend that you mark any portion of your proposal that you deem to be confidential as such, however, it cannot be guaranteed that the City will not have to disclose such information in accordance with its interpretation of the applicable public records laws.
- 5.6. A Proponent is required to submit, in a separate, sealed envelope, clearly marked “Cost Proposal”, one (1) original, marked “Original” and eight (8) copies of its Cost Proposal with its Information Proposal.

6. Responsiveness and responsibility for each Proponent can be observed as the following:

- 6.1.** The responsiveness of a Proponent is determined by the following:
 - 6.1.1. A timely and effective delivery of all services, materials, documents, and/or other information required by the City;
 - 6.1.2. The completeness of all material, documents and/or information required by the City; and
 - 6.1.3. The notification of the City of methods, services, supplies and/or equipment that could reduce cost or increase quality.
- 6.2.** The responsibility of a Proponent is determined by the following:
 - 6.2.1. The ability, capacity and skill of the Proponent to perform the Agreement or provide the Work required;
 - 6.2.2. The capability of the Proponent to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
 - 6.2.3. The character, integrity, reputation, judgment, experience and efficiency of the Proponent;
 - 6.2.4. The quality of performance of previous contracts or work;
 - 6.2.5. The previous existing compliance by the Proponent with laws and ordinances relating to the Agreement or Work;
 - 6.2.6. The sufficiency of the financial resources and ability of the Proponent to perform the Agreement or provide the Work; and
 - 6.2.7. The quality, availability and adaptability of the supplies or contractual Work to the particular use required.

7. Selection for Competitive Sealed Proposals:

The City will carefully evaluate the responsiveness and responsibility of each Proponent. The selection criteria shall include but not be limited to those factors contained in subsection 2-1188(k) and 2-1189(d) of the City of Atlanta Code of Ordinances, and the factors in Part 3: Evaluation of Proposals (the responsibility is solely on the Proponent to adhere to all evaluation factors as outlined in the City of Atlanta Code of Ordinances).

PART III

EVALUATION OF PROPOSALS

Part 3: Evaluation of Proposals

An Evaluation Committee, consisting of City representatives, will review the Proposals in accordance with this RFP. Proposals will be evaluated in accordance with the City's Code of Ordinances and the criteria specified here, and considering the information required to be submitted in each Proposal. All evaluation factors outlined in this RFP are important and can have an impact on the overall recommendation for an award.

RELATIVE WEIGHT	GRADED ITEMS	SCORE
35	Overall Experience, Qualifications and Performance on Previous Projects	
15	Key Personnel	
5	Project Approach	
20	Cost Proposal	
15	OCC Programs	
10	Financial Conditions	
(100%)	TOTAL SCORE	

PART IV

REQUIRED SUBMITTALS

REQUIRED SUBMITTAL FORMS

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

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

Required Submittal (FORM 1)

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

INSTRUCTIONS TO PROPONENTS:

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

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

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

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

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted with the Proponent's Response to the RFP.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of proposal submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor: _____

Name of Project: FC-8463, Public Art Restoration Program

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20____

NOTARY PUBLIC
My Commission Expires: _____

Required Submittal (FORM 1)

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

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

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

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

Signature of Authorized Officer or Agent

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE
ME ON THIS THE ____, DAY OF _____, 20_____

NOTARY PUBLIC
My Commission Expires: _____

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

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT

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

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

A. Basic Information:

1. Name of Individual/Entity responding to this solicitation:
2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

1. Principal Office Address:
2. Telephone and Facsimile Numbers:
3. E-Mail Address:
4. Name and title of Contact Person for the Individual/Entity:
5. Is the individual/Entity authorized to transact business in the state of Georgia?

Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)

No

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

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.

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? **YES** **NO**

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. **YES** **NO**

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

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. **YES** **NO**

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:

(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? **YES** **NO**

(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. **YES** **NO**

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

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

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

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

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

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

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

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

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

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

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

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

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

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 4 of 7)

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

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

Confidentiality . Details of the 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:

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 5 of 7)

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.

Required Submittal (FORM 2)
Contractor Disclosure Form (Page 6 of 7)

- 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.

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

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____ **Date:** _____

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity or Partnership: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__

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

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 1 of 5)

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

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

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 2 of 5)

Part A - General Information:

Name of the Proponent: _____

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

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

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

Address: _____

Phone Number(s): _____

Email: _____

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 3 of 5)

Part B: Financial Information:

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/Proposal.
 - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Statement of Cash Flows.
 - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
 - (i) Income Statement;
 - (ii) Balance Sheet; and
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable.
 - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
 - (i) Income Statement;
 - (ii) Balance Sheet;
 - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in Appendix B, if applicable;
 - (iv) Two (2) banks or other institutional lenders’ references; and
 - (v) Dunn and Bradstreet report for the last two (2) years.

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 4 of 5)

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

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

Standard currency of Proponent's Financial Statements: _____

The exchange rate used: _____ = US \$ _____

Most recent three (3) years

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

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

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

Required Submittal (FORM 3)

Proponent Financial Disclosure (Page 5 of 5)

Declaration

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

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

Sign here if you are an individual:

Printed Name: _____

Signature: _____

Date: _____, 20__.

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

Notary Public of _____ (state)

My commission expires: _____

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

Printed Name of Entity: _____

Signature of authorized representative: _____

Title: _____

Date: _____, 20__.

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

Notary Public of _____ (state)

My commission expires: _____

Required Submittal (FORM 4.1)

Certification of Insurance Ability Instructions:

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

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

- (a) Insurer is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact insurance business in the State of Georgia;
- (b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8463, Public Art Restoration Program (“Project”)** and its corresponding **Appendix for Insurance Requirements**;
- (c) Insurer certifies that if, as of the date written above, _____ (“**Offeror**”) was selected as the successful Offeror for the Project, Insurer would provide insurance to Offeror for this Project in accordance with the terms set forth in the corresponding **Appendix for Insurance Requirements**; and

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

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

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

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 4.2)

Certification of Bonding Ability Instructions:

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

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

- (a) Surety is licensed by the Insurance and Safety Fire Commissioner of the State of Georgia to transact surety business in the State of Georgia;
- (b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-8463, Public Art Restoration Program (“Project”)** and its corresponding **Appendix for Insurance Requirements**;
- (c) Surety certifies that if, as of the date written above, _____ (“**Offeror**”) was selected as the successful Offeror for the Project, Surety would provide bonding to Offeror for this Project in accordance with the corresponding **Appendix for Insurance Requirements**; and
- (d) **Surety only:** The Surety states that Offeror’s uncommitted bonding capacity (not taking into account this Project) is approximately \$ _____ (U.S.). Surety’s statement set forth in this Section (d) does not represent a limitation of the bonding capacity of Offeror or that Offeror will have the bonding capacity noted above at the time of contract execution for this Project.

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

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

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

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant Secretary
(Seal)

Required Submittal (FORM 5)

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-8463, Public Art Restoration Program**:

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

Dated the _____ day of _____, 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____

Print Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____

Print Name: _____

Title: _____

Notary Public (Seal)
My Commission Expires: _____

Required Submittal (FORM 6)

Proponent Contact Directory¹

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

¹ The purpose of the Proponent Contact Directory is to provide the City with a centralized, easily identified source of important contacts and other information regarding each of the business entities constituting a Proponent. This Proponent Contact Directory should include the names, positions/titles, firms, mailing addresses, phone and fax numbers and e-mail addresses for each of the following as it pertains to each of the firms in a Proponent's team:

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

Required Submittal (FORM 7)

Reference List

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

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title:

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

Date(s) of Project: _____

Description of Services:

Please describe in detail how this project compares in scope and complexity to the City of Atlanta current business objectives.

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

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

Proposal Bond – NOT APPLICABLE (Page 1 of 2)

KNOW ALL MEN BY THESE PRESENTS, THAT WE _____
hereinafter called the PRINCIPAL, and _____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] _____ Dollars and Cents (\$_____); or [ii] 5% of PRINCIPAL’S Proposal amount for **PROJECT NUMBER:**, 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**, a Proposal;

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

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

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

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

Proposal Bond – NOT APPLICABLE (Page 2 of 2)

Enclosed is a Proposal 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 Proposal amount for _____.
_____. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Proponent to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this _____ day of _____ 20__.

Corporate Proponent:
[Insert Corporate Name]

By: _____
Name: _____
Title: _____

Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____
Name: _____
Title: _____

Notary Public (Seal)

My Commission Expires: _____

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

Required Submittal (FORM 9)

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

Submit one (1) Original Proposal, signed and dated, and eight (8) complete copies of the Original Proposal including all required attachments.

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

Required Proposal Submittal Check Sheet	
1.	Volume 1 – Informational Proposal: <ul style="list-style-type: none"> <input type="checkbox"/> Executive Summary <input type="checkbox"/> Organizational Structure <input type="checkbox"/> Resumes of Key Personnel <input type="checkbox"/> Overall Experience, Qualifications and Performance on Previous Similar Projects <input type="checkbox"/> Project Approach
2.	Volume II – All Required Submittal Forms (if any of the required submittal documents are not submitted or incomplete within your Proposal submittal package, your firm may be deemed non-responsive): <ul style="list-style-type: none"> <input type="checkbox"/> Form 1; Illegal Immigration Reform and Enforcement Act Forms <input type="checkbox"/> Form 2; Contractor Disclosure Form <input type="checkbox"/> Form 3; Proponent Financial Disclosure <input type="checkbox"/> Form 4.1; Certification of Insurance Ability <input type="checkbox"/> Form 4.2; Certification of Bonding Ability <input type="checkbox"/> Form 5; Acknowledgment of Addenda <input type="checkbox"/> Form 6; Proponent Contact Directory <input type="checkbox"/> Form 7; Reference List <input type="checkbox"/> Form 8; Proposal Bond (N/A) <input type="checkbox"/> Form 9; Required Submittal Checklist <input type="checkbox"/> Authority to Transact Business in the State of Georgia <input type="checkbox"/> Evidence of American Institute of Conservation Accreditation <input type="checkbox"/> Appendix A - Office of Contract Compliance Forms 1 – 5
3.	Exhibit A.2 – Cost Proposal
4.	Proponent’s Official Company Name: Company Physical Address:
5.	President/Vice President/Owner Name: Title: Office Telephone Number: Direct Cell Telephone Number: Email Address:
6.	Primary Point-of-Contact Concerning RFP: Title: Office Telephone Number: Direct Cell Telephone Number: Email Address:

PART V

DRAFT PROFESSIONAL SERVICES AGREEMENT

DRAFT PROFESSIONAL SERVICES AGREEMENT

FC-8463, Public Art Restoration Program

This Draft Professional Services Agreement (“Agreement”) is entered into and effective as of _____ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Service Provider”) set forth below.

Contract Name:	Contract No.
Service Provider	City of Atlanta
Name:	Using Agency: Mayor’s Office of Cultural Affairs
Address:	Address:
Phone:	Phone:
Authorized Representative:	Authorized Representative:

1. **Background.**

1.1 City desires to obtain from Service Provider the services (“Services”) described generally on **Exhibit A** attached.

1.2 The total not to exceed compensation amount payable by City during the initial term of this Agreement is \$_____ (“Maximum Payment Amount”). More detailed terms concerning compensation payable under this Agreement are set forth on **Exhibit A**.

2. **Term.**

2.1 **Initial Term.** The initial term of this Agreement will be two (2) years. This Agreement shall commence on the Effective Date and end on [TBD]. The initial term of the Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 **Renewal Terms.** City shall have the right in its sole discretion to renew this Agreement for two (2) additional one (1) year terms according to the following procedure:

2.2.1 If City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within (5) five days of such enactment, City will notify Service Provider of such renewal, at which time Service Provider shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Service Provider that its initial execution of this Agreement is deemed its agreement to continue to provide Services during any renewal Term.

3. **Interpretation.**

3.1 All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents and on **Exhibit B** attached hereto.

3.2 If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:²

1. Agreement
2. Exhibit A – Services and Additional Compensation Terms
3. Exhibit A.1 – Cost Proposal
4. Exhibit B – Definitions
5. Exhibit C – Authorizing Legislation
6. Exhibit D – City Security Policies
7. Exhibit E – Dispute Resolution Procedures
8. Appendix A – Office of Contract Compliance Requirements
9. Appendix B – Insurance and Bonding Requirements
10. Appendix C – Additional Contract Documents

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City which is attached as **Exhibit C**.

5. **Services.**

5.1 **Description of Services.** Service Provider agrees to provide to City the Services per this Agreement. Exhibit A sets forth the following: (a) the period of time during which the Services will be provided; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. If any services to be performed are not specifically included on Exhibit A, but are reasonably necessary to accomplish the purpose of this Agreement, they will be deemed to be implied in the scope of the Services to the same extent as if specifically described on **Exhibit A**.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Personnel required for the proper performance of Services shall be furnished by and be under the control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified and high quality working and performing order.

5.3 **Change Documents.**

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Services or other aspects of this Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).³ All changes shall be implemented pursuant to this subsection (the “Change Document Procedures”) and any Applicable Law.

² For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

³ 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.).

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

(a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and Service Provider which may or may not require legislative approval under Code Section 2-1292;

(b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Service Provider pursuant to Code Section 2-1292(d); and

(c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Services or other aspects of this Agreement by delivering written notice to Service Provider describing the requested change (“Change Request”). Within ten (10) days of receipt of City’s Change Request, Service Provider 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 Service Provider.

5.3.4 Service Provider may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 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 Service Provider and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Service Provider with comments regarding a Proposed Change Document, and Service Provider shall respond to such comments, if any. A Proposed Change Document from Service Provider will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount, a change in the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount, and Service Provider shall, in good faith, evaluate such proposed Change Request. If City and Service Provider 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 Agreement shall, in the event of disagreement between City and Service Provider concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Service Provider, pursuant to Code Section 2-1292(d), and City and Service Provider agree to resolve their dispute pursuant to the Dispute

Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Service Provider shall continue to perform the Services, as changed by such Unilateral Change Document.

5.4 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of any or all of the Services to be performed under this Agreement. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, (a) immediately discontinue suspended Services on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, services or facilities with respect to suspended Services, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. Service Provider's Obligations

6.1 Service Provider Personnel. Service Provider shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Service Provider Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page 1 of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be a project executive and employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

6.3 Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Personnel.

6.4 Removal of Personnel Assigned to City Contract. Within a reasonable period, but not later than seven (7) days after Service Provider's receipt of notice from City that the continued assignment to the City Contract of any Service Provider Personnel is not in the best interests of City, Service Provider shall remove such Service Provider Personnel from City's Contract. Service Provider will not be required to terminate the employment of such individual. Service Provider will assume all costs associated with the replacement of any Service Provider Personnel. In addition, Service Provider agrees to remove from City's Contract any Service Provider Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after Service Provider becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with or delegate or subcontract any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Service Provider subcontracts any of the Services (after having first obtained City's prior written approval, in its sole discretion), Service Provider 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 to any subcontractors.

6.6 Key Service Provider Personnel and Key Subcontractors.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Personnel under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

6.6.2 The following Persons are identified by Service Provider as Key Subcontractors under this Agreement:

- (a) _____;
- (b) _____; and
- (c) _____.

6.6.3 Service Provider shall not transfer, reassign or replace any Service Provider Key Personnel or Key Subcontractor, except as a result of retirement, voluntary resignation, involuntary termination for cause in Service Provider's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

6.8 Commercial Activities. Neither Service Provider nor any Service Provider Personnel shall establish any commercial activity, issue concessions, or permits of any kind to third Parties for establishing any activities on City property.

6.9 Ethics in Contracts.

6.9.1 Gratuities and Kickbacks. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

6.9.2 Fraud and misrepresentation. Any written or oral information provided by 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. Service Provider 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. Service Provider 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. Service Provider agrees to place signage provided by the City regarding the Integrity Line at the location to which Service Provider's employees report to perform the services required by this Agreement. Service Provider acknowledges and agrees that a finding of fraud or other impropriety on the part of the Service Provider or any of its subcontractors may result in suspension or debarment of the Service Provider; and the City may pursue any other actions or remedies that the City may deem appropriate. Service Provider agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

7. City's Authorized Representative.

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

7.2 City's Right to Review and Reject. Any Service or other document or item to be submitted or prepared by Service Provider hereunder shall be subject to the review of the City Authorized Representative. The City Authorized Representative may disapprove, if in the City Authorized Representative's sole opinion the Service, document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Service, document or item is intended. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

8. Payment Procedures.

8.1 General. City will not be obligated to pay Service Provider any amount in addition to the Charges for Service Provider's provision of the Services. Service Provider Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement are set forth on **Exhibit A**.

8.2 Invoices. Service Provider shall prepare and submit to City invoices for payment of all Charges in accordance with **Exhibit A**. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth on **Exhibit A**, Service Provider shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature due in connection with Service Provider’s performance of the Services. Service Provider is responsible for payment of such Taxes to the appropriate governmental authority. If Service Provider is refunded any Tax payments made relating to the Services, Service Provider shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided on **Exhibit A**, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

8.5 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Service Provider in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Service Provider agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Service Provider of the disputed amount.

8.6 No Acceptance of Nonconforming Work. No payment of any invoice or any partial or entire use of the Services by City constitutes acceptance of any Services.

8.7 Payment of Other Persons. Prior to the issuance of final payment from City, Service Provider shall certify to City in writing, in a form satisfactory to City, that all subcontractors, materialmen, suppliers and similar firms or persons engaged by Service Provider in connection with this Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Service Provider.

9. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider warrants to City that:

9.1 Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse affect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement, and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

9.2 Standards. The Services will be performed in a workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and standards used in well managed operations performing services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Contract Documents.

9.4 Materials and Equipment. Any equipment or materials provided by Service Provider shall be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

10. Compliance with Laws.

10.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

10.2 City's Socio-Economic Programs. Service Provider shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Service Provider will be responsible for, and the Charges shall include the cost of, obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Service Provider in performing Services and complying with this Agreement.

11. Confidential Information.

11.1 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 Laws 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, Service Provider 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.

11.2 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 shall 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 shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

12. Work Product.

12.1 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 Provider or any of its contractors exclusively for the City under this Agreement, and all intellectual property rights associated with the foregoing items (collectively, the “Work Product”) shall be and remain the sole and exclusive property of the City. Any of Provider’s or its contractors’ works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be “works made for hire” and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Service Provider 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 Service Provider has any rights to the Work Product that cannot be assigned to City, Service Provider 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.

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

12.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Service Provider Personnel may not originally vest in City by operation of Applicable Law, Service Provider shall, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

12.5 Without any additional cost to City, Service Provider Personnel shall 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. Service Provider irrevocably designates City as Service Provider’s 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 Service Provider’s name, with the same force and effect as if performed by Service Provider.

13. Audit and Inspection Rights.

13.1 General.

13.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Personnel and to Service Provider owned Facilities for the purpose of performing audits and inspections of Service Provider, Service Provider Personnel and/or any of

the relevant information relating to the Services and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during normal business hours (except with respect to Services that are performed during off-hours).

13.1.3 Service Provider shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall promptly refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by Service Provider.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

14. Indemnification by Service Provider.

14.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) Service Provider's or Service Provider Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of Service Provider Personnel, or any subcontractor, claiming an employment or other relationship with Service Provider or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Services by such Service Provider Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Personnel, to the extent such claim is based on the act or omission of Service Provider or Service Provider Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

14.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold City Indemnitees, harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the materials and methodologies used by Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services infringes or misappropriates the Intellectual Property Rights of a Third Party. If any materials or methodologies provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider will in addition to its indemnity obligations, at its expense and option, and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such materials or methodologies; (B) replace such materials or methodologies with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such materials or methodologies, or have such materials or methodologies modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the materials or methodologies; or (D) create a feasible workaround that would not have any adverse impact on City.

15. Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY SERVICE PROVIDER"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15.2 Exceptions to Limitations. The limitations set forth in the immediate subsection shall not apply to: (a) personal injury, wrongful death or tangible property damage; or (b) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

16. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth on **Appendix B**.

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Service Provider, terminate this Agreement:

(a) for a material breach of the Contract Documents by Service Provider that is not cured by Service Provider within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Contract Documents by Service Provider that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Contract Documents by Service Provider that collectively constitute a material breach or reasonable grounds for insecurity concerning Service Provider's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Service Provider's obligations under this Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection entitled "**Termination by City for Cause**", Service Provider will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the **Section entitled "Termination by City for Convenience"**.

18.3 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60)

days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

18.4 Termination by City for Convenience. At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, Service Provider waives any claims for damages, including loss of anticipated profits. As Service Provider's sole remedy and City's sole liability, City will pay Charges for the Services properly performed prior to the notice of termination, plus all reasonable costs for Services performed after the termination, as specified in such notice, and reasonable administrative costs of settling and paying claims arising out of the termination of Services under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by Service Provider in its business within the thirty (30) days following termination. If requested, Service Provider shall substantiate such costs with proof satisfactory to City.

18.5 Termination for Lack of Appropriations. If, during the Term of this Agreement, legislation establishing a Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the annual term for which a Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Service Provider shall immediately: (i) discontinue Services 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 Services; (ii) inventory, maintain and turn over to City all work product, licenses, equipment, materials, plant, tools, and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

19.1 All disputes under the Contract Documents or concerning Services shall be resolved under this Section and **Exhibit E**. Both Parties shall continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not be deemed to preclude performance by Service Provider.

19.2 Applicable Law. The Contract Documents shall be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in 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 court.

20. General.

20.1 Notices. Any notice under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this **Section**; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Agreement, and this Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

20.4 Publicity. Service Provider shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Agreement without the prior written consent of City.

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

20.6 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.

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

20.8 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.

20.9 Independent Contractor. Service Provider is an independent contractor of City and nothing in this Agreement shall be deemed to constitute Service Provider and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

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

20.11 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.

20.12 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.

20.13 Unauthorized Goods or Services. Service Provider 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.

CITY OF ATLANTA:

[SERVICE PROVIDER]:

By: _____

Mayor

By: _____

President/Vice President

ATTEST:

ATTEST:

Municipal Clerk (SEAL)

Corporate Secretary/Asst. Secretary
(affix seal)

RECOMMENDED:

Mayor's Office of Cultural Affairs

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT A **SCOPE OF SERVICES**

The City of Atlanta is soliciting for a qualified vendor or firm to restore the City's fixed art asset inventory and infrastructure. Art assets are defined as art titled to the City of Atlanta, placed in, on or about city-owned, city-leased or city-rented property. They are secured in or on such property, long-lived and are normally stationary and can be preserved for a number of years. The City's fixed art asset inventory is comprised of contemporary, traditional and historic art, ranging in scale from life size to monumental. Art asset infrastructure is the surrounding support for the art assets, which include the foundation, pedestal, plaza, and fixtures.

BACKGROUND

The City's fixed art asset inventory is comprised of 139 artworks. Created by local, regional, and national artists, art in the City's fixed art asset inventory are stewarded by the Public Art Program of the Mayor's Office of Cultural Affairs (OCA/PAP). Annually the OCA/PAP's assesses the collection of art, perform minor and major repairs and applications, in an effort to stabilize and preserve the collection of fixed art assets. The OCA/PAP employs a collections management team that oversees that care. Each year the collection is inspected and documented and assessed for condition and treatment. The treatment assessment report has informed the restoration and repair list provided below.

Fifty-six (56) artworks have been identified as needing restoration, repair and/or relocation. The oldest city asset treated by the OCA/PAP dates back to 1880, however, most date from the mid 1970's to the present day. These artworks are original, site-specific, and one of a kind. Restoration treatments therefore must meet or exceed American Institute of Conservation (AIC) standards. Types of art to be treated include: bronze statuary, painted metal sculptures, corten steel sculptures, and mosaic and tile murals, masonry monuments, fountains, and kinetic artworks. Most of the art in the collection is contemporary and metal based sculpture fabrications.

GENERAL OBJECTIVE

Each of the 56 artworks must be physically inspected by the appointed AIC certified art conservator and a list of tasks assigned (include tradesman and methods that will be utilized).

It is envisioned that the three projects associated with the Public Art Restoration Project FC-8463, will be occurring simultaneously. Seasonal work will need to be strategically planned to maximize the compressed timeline. All contracted work is anticipated to be complete by November 2017.

Each individual project will be tracked by the City's Art Management Team. The Contractor shall work closely with an assigned project manager for the duration of the Agreement.

WARRANTY REQUIREMENTS

The contractor shall warrant its products and/or services against faulty labor and or defective material, for a minimum period of one (1) year for defective work, from the date of acceptance of any completed work. This warranty requirement shall remain in force for the full project;

regardless of whether the contractor is under contract with the City at the time of the defect. Any payment by the City on behalf of the goods or services received from the contract does not constitute a waiver of these warranty provisions.

CLEAN UP

The contractor shall remove all unusable materials and debris from the work areas at the end of each workday, and disposed of in an appropriate manner. Upon final completion, the contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the City.

QUALIFICATIONS

Personnel	Description
General Contractor	The General Contractor shall facilitate the work for the Atlanta Public Art Collection project per the defined scope. The General Contractor (GC) must identify and hire a professional art conservator and qualified tradesmen. The GC must meet city insurance requirements; be responsible for all contracted services; all site security and public safety applications; all permits and coordination of city services. The GC will be responsible for all reports, scheduled meetings and completed work.
Qualifications	General Contractor must show past experience (no less than 3 yrs.) managing comprehensive projects valued at over \$1 Million. The GC must be qualified in managing a diverse team of sub-contractors. The GC shall have excellent written and oral communication skills; demonstrated financial and technical competency as required to ensure that projects maintain full compliance with specifications of the COA contract. The GC shall have experience managing projects that include a historic preservation component - restoration projects that deal with non-replaceable and finite art assets. The GC shall have at least 3 years of experience with contracted work done to exacting precision and to high standards. The specifications for this contract shall be informed and guided by the American Institute for Conservation Code of Ethics and Guidelines and shall be managed by the Art Manager of the City of Atlanta.
Sub-Contractors & Tradesmen	
Art Conservator	The Art Conservator (AC) shall have expertise in Outdoor Metal and Bronze Conservation; Welded Steel Sculpture Restoration; Painting Conservation; and Large Scale Artwork and monument Relocations.
Qualifications	The AC must have American Institute of Conservation membership with a minimum of 10 years' experience in outdoor Public Art and Object conservation. The AC shall show past experience managing comprehensive large scale projects and be qualified in overseeing and managing a diverse range of restoration projects. The AC shall have proven ability and show competency in Interventive Conservation with treatments that involve cleaning, stabilizing, repair, and replacement of original object parts. The AC must fully justify any work done with documentation of the work carried out before, during, and after the treatment. The AC shall have technical expertise in software applications as required to ensure that projects maintain full compliance with specifications of the COA contract. The AC shall have experience managing historic preservation and restoration projects that deal with non-replaceable and finite art assets. The AC shall have experience with contracted work done to exacting precision and to high standards.

Trades	
Painting Professionals	Professionally staffed painting team to apply Industrial coatings and administer metal re-surfacing and abrasive and chemical preparations for industrial coating
	The team must have 3 years' experience applying industrial two part urethane epoxies and automotive lacquers to outdoor metal surfaces via spray application. Must have proven ability to work in adverse conditions and be able to apply automotive quality finishes while working outdoors at on site locations.
Welders / Fabricators	Welding and fabrication professional experienced in executing metal fabrication that matches original specifications
	Must have both portable and stationary equipment and a facility for securing objects, welding and forming metal in multiple alloys including materials of Corten steel, Aluminum, Stainless Steel, bronze, and mild ferrous steel.
Mosaic Specialist	Fine Art Mosaic installer
	Experience in mosaic repairs, mortar and grout repairs, tile cleaning, grout sealing, replacement tiles and weather sealing.
Rigging Team, Crane	Relocations (there are "3" relocations and several potential moves that are involved, which may require rigging at several sites).
	Experience moving public art and monuments, must use new woven straps for rigging as to not contaminate or damage surfaces.
Bronze Conservator	Must have American Institute of Conservation membership and Associate status to qualify and minimum of 5 years' experience in the field of outdoor Public Art and Object conservation.
	Surface treatments to bronze sculpture to art conservation standards, corrosion inhibitor treatments, blasting media,
Masonry	Mortar pointing and weather seals, paver repairs, and new paver plazas.
	Preserves and repairs existing architectural structures
Concrete castor	Pouring foundations to permanently place heavy artworks on top of and other cast concrete infrastructure including pouring new outdoor art pedestals.
	Must be aware of City of Atlanta codes and permitting processes
Arborist	Trim trees away from artworks, limb up, fertilizer treatments, exposed root removal, tree permitting, replacement and removals as needed
	Knows codes of City of Atlanta Parks
Landscaper	Excavations, fixing drainage issues near artwork, earthmoving, setting pavers and plaza repairs, and redoing existing flower beds, solving issues of surrounding ground cover.
	Knows codes of City of Atlanta and City Public Parks
Engineer	Relocations, foundation work, inspecting structural integrity
	State of GA licensed structural engineer
Electrician	Electrical for new and existing lighting, control panel boxes, establishing service connections, consulting for and installing lighting for artworks with many retrofits for broken and existing lighting. Related to Fountains
	State of GA licensed electrician
Foundry	Recasting missing sculpture components, dismantling bronze sculpture and cleaning out investment materials from interior, reinforcing armature, and abrasive media blasting and patina application.
	Fine Art Foundry as opposed to industrial factory

EXHIBIT A.1

PROJECT LIST

PUBLIC ART INFRASTRUCTURE BOND PROJECT LIST

Restoration Projects

(see Item 21. Substitutions in Part I: Information and Instructions to Proponents)

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1895.01	Eskine Memorial	J. Massey Rhind	840 Cherokee Ave. SE 30312	Latitude : 33.731974 Longitude : - 84.373506	Conservator, Rigging Crew and Boom lift, Art Mover
<p>Bronze Restoration: This is an historic and nonworking fountain and memorial. There are three major components: A traditional tiered fountain on a metal pedestal, granite stone carved benches, and a white marble tiled plaza. The freestanding fountain/sculptural object is the focus of the restoration. The sculptural component of the fountain has missing historical components that need replicated to original specs. This scope includes artworks interior component replacement parts and attachment hardware as needed. 1. Document site and configuration first. A detailed conservator's assessment of fountain site exists and is available upon request. 2. Remove to secure site for treatment. 3. Recast known missing ornamental components such as the Koi on one of three supporting legs. 3. The bronze fountain will receive chemical paint stripper first and paint remnants will be removed with micro glass bead blast media treatment at foundry using the least abrasive and aggressive measures to achieve a paint free surface. 4. Art conservator will determine how the original fountain performed and what replacement parts are missing on the freestanding fountain and require replacement. Anything below grade will not be replaced within this scope of work. 5. The fountain will receive a city approved patina at secured site where work will be inspected by city project manager and completed work signed off. Work can also proceed in a controlled environment with supervision of AIC Conservator. 6. For the freestanding fountain, remove all ferrous metal components and replace with bronze, stainless steel, or brass. Change out and equivalents to be specified by art conservator. 7. Thorough photo and written documentation of all of the above work is needed to close out project.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2009.04	Anchored Sail	Phil Proctor	1955 Compton Dr. NE 30315	Latitude : 33.69975 Longitude : - 84.388109	Professional painters, pressure washer, portable generator and compressor. Artist and articulating lift.
<p>Structural Repairs, new bearing, and paint. Work will require an articulating lift, all terrain type. Consult with artist on how to repair bearing that stopped movement function. Artwork is supposed to move in wind and quick working. Bearing repair is needed and crane or boom lift may be needed to assist. 1. Clean art with power washer and Orvus soap or approved equivalent 2. Rust abatement treatment 3. Set up a construction fence and mask off surrounding infrastructure and secure site. 4. Prime brown in front and black in back using a 2 part urethane system. 5. Top coat with 3 coats of art conservator approved urethane in silver metallic at front of gate and brown gloss at rear. 6. No texture or roller marks is permitted for final finish 7. Address bearing repair after consulting with artist. The original bearing specs are available at OCA or artist Proctor or approved equivalent.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required

CA2008.03	Andrew Young Tribute Plaza	Patterson, Curtis	Walton Springs Park	Latitude : 33.759550 Longitude : - 84.389296	Bronze Conservator, Industrial Coating expert
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Bronze Restoration: Refinish bronze plaza and obelisk. 1. Secure site with construction fence. Do not set fence on bronze plaza but do set on surrounding sidewalk. 2. Pressure wash all bronze plaza, obelisk, circular sidewalks, granite wall and benches, and clean glass with glass cleaner. 3. Granite requires hand cleaning with ProsoCo brand stone cleaner product or approved equivalent. 4. Mechanical sanding of plaza and obelisk with 180 grit orbital sandpaper. 5. Apply patina as directed by original artist Curtis Patterson or Bronze Conservator / Patina expert. Coat with sealant immediately after patina is cured. 6. Apply four layers of clear coat. After bronze patina is applied and cured. This is an automotive finish two part epoxy. Consult with original artist and bronze conservator on coating. Reseal plaza and obelisk, repoint granite wall as needed.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1998.01	The Last Meter	Eino	400 Park Dr. NE 30306	Latitude : 33.786717 Longitude : - 84.377923	Bronze conservator, masonry expert, core drilling, foundry, specialized abrasive blasting, boom lift and rigging crew, bronze patina expert, weather seal caulking, specialized signage manufacture.

Bronze Restoration and Repair: Structural and bronze repair, armature is exposed and rusting, best to move to foundry for work. The staining and mineral blooms on the bronze will continue to appear despite any exterior coating or exterior treatment. The only manner in which these conditions will be mitigated is to perform the following three treatment protocols. 1). Clean the interior of the sculpture and remove any investment material from within. This will eliminate the white mineral blooming. 2). Remove all ferrous core pin remnants and steel attachment elements and replace these plain steel attachment elements with stainless steel attachments. This will eliminate rust staining. 3). Make inconspicuous drain holes at the bottom of the feet so that the interior will not hold water. This will lessen the likelihood of green colored corrosion from the interior to bloom out across the surface. Application of a protective coating of heat applied microcrystalline wax to the surface of the bronze will also lessen these effects while rendering the surface of the sculpture able to be readily cleaned if any future blooming occurs. An effort must be made to drive the wax into all casting porosity. The sculpture must be removed from the granite base and taken to a facility where the work can be performed in a well-equipped shop. The sculpture must be cut open as necessary to access the interior. The interior must be cleaned of all left-behind investment material. All steel pins and attachments must be removed. New stainless steel mounting pins must be welded into the sculpture to provide sufficient support. The sculpture must be reassembled by TIG (Tungsten Inert Gas) welding or approved equivalent utilizing either Silicon Bronze (ERCuSi-A) or Phos Bronze C (ERCuSn-C) or approved equivalent welding rod as a filler, the choice based on the best color match to the original alloy of the casting. The newly welded assembly joints must be finished by chasing to render the repaired area as invisible as possible. Holes must be drilled into the bottoms of hollow forms as necessary to act as drain holes in order to ensure that water does not build up within the interior of the sculpture. The sculpture must be repainted as necessary to render all repaired areas as indistinguishable from original finished areas as possible. The sculpture must have a protective coating of microcrystalline wax applied to the surface with heat. The sculpture must be remounted to the granite base. Tests should be performed with conservator approved cleaner such as ProSoCo's Sure Klean Light Duty Concrete Cleaner or approved equivalent on the rust marks and stains on the base to determine the best dilution of the chemical cleaner in order to use the weakest solution possible and still achieve the desired level of cleaning. Contractor must carefully choose equivalents to conservator recommendations above and below and have the city project manager approve changes. If in doubt whether a chemical cleaner will damage stone pedestal or bronze artwork, contractor will consult with an AIC approved art conservator for alternate cleaning products. Some light duty Concrete Cleaners contains gluconic and phosphoric acids that should be effective on rust stains without dissolving the stone. If a more aggressive product is needed, tests should be performed with dilutions of ProSoCo's Sure Klean Ferrous Stain Remover or approved equivalent which contains phosphoric, sulfamic and oxalic acids. Once the tests are performed the base should be cleaned to remove or lessen the stains on the base as far as is achievable. An alternative to cleaning chemically might include using baking soda or dry ice abrasive blast to remove stain from the granite pedestal. Bronze will need to be fully protected or removed

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
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CA1976.01	Noguchi Playscapes	Isamu Noguchi	400 Park Dr. NE 30306 Piedmont Park	Latitude : 33.784619 Longitude : - 84.377647	Professional AIC Conservator, Industrial Coatings experts and Fence Rental.
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Mineral Paint Restoration: metal paint restoration. Secure site with construction fence. Specifications: Consult with AIC Conservator to further refine scope. On all painted surfaces: No texture or roller marks are desired for final metal finishes. Paint applicator will require exceptional attention to detail and direct AIC art conservator supervision. Documentation of previous restoration of 2009 is thorough and exacting (available on request). 1. Apply KIEM Mineral Paint or approved equivalent to concrete structures of playground, requires additional steps and lots of surface preparation. 3. Repaint the triple slide with two colors. Black and Orange, two part urethane that is equivalent to Tnemec series 73 which is currently on the slide. There is surface prep needed. Priming in the color of the top coat is desired. No roller texture or brush marks are desired. Fill losses and sand prior to restoring paint. Conservator approval of all steps is needed. Existing documentation of process is needed. 4. Repaint interior of Spiral Slide with industrial two part urethane. Remove wax coating from paint first. Restore floor treads with new industrial urethane primer and paint. 5. Repair sliding doors at top and bottom entry and exit points for more functionality. All stainless steel components and lock mechanisms.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1911.01	Peace Monument	Allen, George Newman	Piedmont Pk	Latitude : 33.773331 Longitude : - 84.364552	Bronze conservator, patina expert, and art cleaning technicians or foundry experts

Bronze Restoration: Scaffolding needed. Requires professional conservation cleaning and hot wax treatment. Bronze plaques require better attachment under direction of art conservator. Apply a paste wax hot and then buff. Use a mixture of bronze conservation waxes as prescribed by an art conservator. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate. Stone Pedestal Conservation, abrasive blasting with baking soda on granite stone to remove stains and pointing expert needed. Poultice likely needed on stone to clean mineral stains off pedestal and steps. Protect bronze from abrasive blasting by covering thoroughly with plastic and masking off metal.

1. Lighting is in ground and broken and needs total rebuild and replacement. Connection via boring and new conduit will run approximate 200' four new fixtures are needed that are in ground and directional to spot-light bronze.
2. A new control panel and or meter will likely be installed at nearby lamp post within the park. Boring is needed to get under the roadway and into the median. All trenching is discouraged for electrical here. A lumens test at night will be conducted and city supervisor approval is needed to approve final fixture selection.
3. Piedmont Park Conservancy will be apprised of plan for lighting prior to construction work.

The small artist plaque and separate concrete footing is to be moved forward toward footwall a few feet so that it can be read from roadway.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2002.01	Our City	Mahdhi Fakhedredd rin	Ponce De Leon	Latitude : 33.773331 Longitude : - 84.364552	Tile expert, site security, masonry

Tile Restoration: Clean all mosaic tile surfaces with hose water . High pressure results in damage by removing grout and therefore, the tiles should be chemically cleaned and rinsed and a pressure washer should be used on the surrounding concrete wall but not the tiles and grout to avoid removing grout which is a costly repair to refill. An articulating hydraulic lift with a lane closure permit is needed. 1. Ledges above bridge and mural are the source of contaminants and will need to be thoroughly cleaned first. A sidewalk closure and permit will be needed and possible lane closure on this busy state route. Culture tile surfaces and grout for mold. If a local resource for this is not known, use a mail-order test kit resource company such as Trask Research 2. Cleaning the mural will require a sidewalk closure permit and a lane closure permit. The lane closure is for the parking of a water tank truck or trailer and to keep vehicles a distance away from splatter of dirty water and cleaning solutions. The city (or the county if it has control of this road) will have specific regulations for signage and their placement. Signage can usually be rented if not provided by the road's authority. 3. Remove paint drips by carefully undercutting with scalpel blades or single-sided razors followed by final removal wiping with acetone, MEK or the commercial product Goof Off (www.goof-off.com). 4. Clean the tiles and grout chemically with a conservator approved cleaner such as Prosoco All Surface Cleaner Product No. 55089 or equivalent and according to manufacturer's directions. Contractor must carefully choose equivalents to cleaning products and conservator recommendations above and below and have city approve or if in doubt consult with an AIC approved art conservator for alternate cleaning products. DO NOT pressure wash the tile mural as this can dislodge grout. A source of hose water does not seem to be present near the mural. A portable water tank or trailer with gasoline engine pressure pump seems likely to be needed. 5. Fill the spall in the upper tile with and outdoor cement patching material (Amny brands at building supply stores or equivalent) and color-stain the fill with acrylic emulsion paints or include dark masonry pigments in the fill material. Dampen tile body before filling with cement patch so the fired clay does not wick water from the fill.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1993.03	Evolution	Flesher, Gary	Ponce De Leon	Latitude : 33.773331 Longitude : -84.364552	Tile expert, site security, masonry

Tile and Stone Restoration: The mural and the grout have likely become permanently dirty, especially the grout because of its porosity. A glaze has some slight absorbency too and can become permanently discolored as probably is the case with the glazes on these tiles. A test with ammonia water was able to remove some black soiling from the glazes but had no effect on the grout. If the grout contains black mold, the mold color can be partially removed by a cleaner (see specifications). 1. Culture for mold. If a local resource for this is not known, use a mail-order test kit resource company such as Trask Research (www.traskresearch.com) or approved equivalent. 2. Cleaning the mural will require a sidewalk closure permit and a lane closure permit. The lane closure is for the parking of a water tank truck or trailer and to keep vehicles a distance away from splatter of dirty water and cleaning solutions. The city (or the county if it has control of this road) will have specific regulations for signage and their placement. Signage can usually be rented if not provided by the road's authority. 3. Remove paint drips by carefully undercutting with scalpel blades or single-sided razors followed by final removal wiping with acetone, MEK or the commercial product Goof Off (www.goof-off.com) or approved equivalent. 4. Clean the tiles and grout with Prosoco All Surface Cleaner Product No. 55089 (www.prosoco.com) or approved equivalent according to manufacturer's directions. DO NOT pressure wash the tile mural as this can dislodge grout. A source of hose water does not seem to be present near the mural. A city water tank or trailer with gasoline engine pressure pump seems likely to be needed. This work can also be contracted out to pressure washing companies because they usually have the portable water tanks and pumps but they should be prevented from the temptation of washing at high pressures. 5. Fill the spall in the upper tile with an outdoor cement patching material and color-stain the fill with acrylic emulsion paints or include dark masonry pigments in the fill material. Dampen tile body before filling with cement patch so the fired clay does not wick water from the fill. 6. If mold was confirmed, treat once after the cleaning and all other work then every year in the late summer or early fall (for winter through spring protection) with an overall spray application of Camden Products Anti-Growth Concentrate distributed through Trask Research Co or approved equivalent. This product contains a very effective biocide with a small amount of emulsified resin to keep the biocide in place. Contractor must carefully choose equivalents to cleaning products and conservator recommendations above and below and have city approve or if in doubt consult with an AIC approved art conservator for alternate cleaning products. There is not perceptible accumulation of the resin even after repeated applications. The product is very effective. Accumulated paint drips should be removed from the faces of the tiles but it is not likely that white paint can be removed easily or at all from the unpolished sides of the black granite frame.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1969.02	Atlanta From the Ashes	Gamba Quirino, and Jim Siegler	Peachtree St SW 30303 Woodruff Park	Latitude : 33.754655 Longitude : - 84.389363	Bronze Conservator, site security measures, articulating lift, patina expert
<p>Bronze conservation: Wash the sculpture first with water and a detergent such as Orvus or a non-ionic surfactant. 1. A construction fence rental is needed for 3 days to complete work. An articulating hydraulic lift is needed to access work at 20' height. 2. Administer low pressure water cleaning at up to 1,000 psi. Do not damage the existing brown patina by cutting into patina with pressure washer. Use orvis soap or approved equivalent solution or approved equivalent that is highly diluted to work surface over. Use nylon scrub brushes to remove environmental contaminants. 3. At talon of phoenix, there is contamination from foundry investment that is leaching from hole. Treatment is to insert micro drill bit to loosen investment and minerals inside and extract with vacuum. Non aggressive measures to be used to remove white mineral stain from left breast of figure. 4. Heat application of a protective wax coating. Assure complete penetration into all casting holes and pockets. Use a proprietary bronze conservation wax such as a mixture of Kindt-Collins Co., LLC waxes 70% 278E and 30% 478J. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate. Assure that the adjacent stone is not heated during the use of propane torches by using wet rags on the stone. 5. If needed apply a secondary coating of paste wax cold and then buff. Use a mixture of Kindt-Collins Co., LLC waxes 70% 278E and 30% 478J or approved equivalent. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate. Use Butcher's White Diamond paste wax or Butcher's Bowling Alley wax or approved equivalent for maintenance waxing. We highly recommend Butchers Clear White Diamond wax or Butchers Amber Bowling Alley Wax. All waxes and combinations are to be prescribed and approved by AIC conservator.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1969.01	La Famillia de Pie	Elena Laveron	Piedmont Ave. / Pine St. NE 30308	Latitude : 33.768074 Longitude : - 84.381769	Fiberglass Repair by Artisan, Conservator to consult and oversee or administer treatment
<p>Fiberglass repairs: holes and cracking in surface must match original, deep cleaning by art conservator. Artwork is hollow and very fragile and old (1966). The artwork has been filled with high density poly foam to prevent vandalism damage. Requires on site work by art conservator. 1. Art conservator to identify all cracks that require repair and document areas to be treated. 2. Clean artwork with water, orvus soap or approved equivalent and scrub brushes, then biocide by Prosoco Company or approved equivalent applied with agitation and allow to dry. Contractor must carefully choose equivalents to chemical treatment products and conservator recommendations above and below. Changes to products will be pre-approved by city manager in writing or approved by an AIC approved art conservator should contractor require alternate products for treatment to art. 3. Build test repair kit by mixing high grade non yellowing fiberglass with pigments and granite dust aggregate to match original. Test on site in unconscious area and allow to cure several days outdoors to see if color stays true over time. 4. Once a match is signed off by project manager move forward with repairs as directed by conservator. 5. In general, Artisan contractor or conservator will repair hairline cracks in artwork to prevent further damage. In past, a fiberglass casting artist cut "V" channels into artwork where significant cracks exist. These channels were filled and blended to surrounding surfaces. Note: The artwork surfaces have subtle varying coloration and the color changes slightly throughout the artwork so custom colors and adjustments that are time consuming will need to take place on site. The artwork is fragile enough that it should remain on site for repairs. 6. If needed, a tent can be installed to control climate and lighting to make repairs. The site has a concentration of homeless population and securing site is a priority. The tent may need to be removed at night or secured with a small construction fence. The artwork will need to be repaired when the climate is warm enough to cure the repairs. 7. Repairs will be allowed to cure for several days and inspected by conservator for initial sign off and City manager for final sign off. All repairs and exact locations of said repairs will be documented for future reference.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required

CA1994.03	Memorial: Carpets, Panels and Books	Jim Hirschfield	254 Peachtree Street 30303	Latitude : 33.747659 Longitude : - 84.395425	Professionals: Requires masonry expert to redo existing stucco and pointing at bench, arborist, bronze conservator and patina expert, bronze sign company, construction fence, articulating lift or scaffolding that spans artwork. Requires weather seal expert to apply architectural grade silicone in custom colors. Bronze Conservator needed.
<p>Brone Conservation: Requires weather seal expert to apply architectural grade silicone in custom colors. Requires core drilling into vertical surfaces to create drainage ports for planter that are camouflages into stucco with stainless steel inlayed drainage pipes and screens covers. The central artwork consists of a large conical shaped bronze sculpture and planter, surrounding circular bench of limestone and concrete /masonry, astronomy symbols, and a dwarf pine tree. Additionally there are multiple inlayed granite "carpets" which are bas relief artworks inlayed at grade. There are bronze signs on stands that have poetry etched into them. 1. Step one, set up a construction fence around work area and secure site. 2. Professional arborist to trim back pine tree at center and assess health and mitigate health issues. This requires an articulating bucket lift to reach. 3/4 inch plywood is needed under weight of bucket lift to protect plaza. 3. Arborist or landscaper to trim back hedges from bronze signage plaques along back wall. 4. Masonry repairs to circular bench start by chiseling and removing vertical stucco and efflorescent under limestone cap stone. Install stainless steel pipe drainage ports equally spaced at this location. Replace stucco and apply concrete stain after cure time is complete. 5. Repoint mortar at limestone bench, granite inlayed carpets 6. Silicone seal with Dow Corning 795 silicone or architectural grade equivalent around base of circular bench in approved buff color. 6. Bronze conservator to clean and treat bronze conical sculpture / planter and attachments. 7. Signs with poetry to be replaced and re-etched or restored by a conservator. Sign post system to be primed and repainted with a two part urethane.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1994.01	Ceremonial Circle	Maria Artemis	Detention Center,	Latitude : 33.747659 Longitude : - 84.395425	Professionals: Bronze conservator, patina expert, and art cleaning technicians or foundry experts. Professional weather seal and caulking expert. Masonry expert to repair stone paver and concrete spalling. Artist required to advise and may be best to patina and refinish
<p>Bronze Restoration: Large Bronze ring- 1. Plaza to be sealed off with temporary construction fence. 2. Carefully remove bronze ring and clean out debris from small circular trench located with concrete outside ring and granite inside ring. 3. All grout and mortar seal in and around circular plaza is to be completed . 4. Set bronze ring flush with grade and use bronze pins or threaded rod that are concealed underneath to lock into place. Use Dow Corning 795 Architectural Silicone or approved equivalent in the correct and approved color to seal under bronze ring. 5. To caulk exposed edges use full beads of Dow Corning 795 Architectural Silicone or approved equivalent in the correct and approved color to seal under bronze ring from top. 6. Bronze inlayed insect wing at center to be assessed and treated as above. There is a water pressure issue underneath plaza and it tends to lift bronze at center. If this can be fixed permanently then that would be included in the scope. 7. All bronze to be sealed with industrial lacquer Nicholas brand or approved equivalent aerosol for brass and bronze in marine environment formula.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2003.14	Shango y Eshu-Elegba En La Corta De Atlanta	Arturo Lindsay	150 Garnett St. SW 30303	Latitude : 33.747701 Longitude : - 84.393088	Professional industrial coating painters, pressure washer, portable generator and compressor.

Cleaning & Inspection: Cleaning and inspection using articulation lift. Professional paint restoration with industrial urethane systems may be required. Weekend or after hours work only. Inspection: 1. Clean gate with power washer and Orvus soap or approved equivalent. 2. Rust abatement treatment 3. Mask off surrounding and secure site (If painting is needed) 4. Prime gate grey in front and black in back using a 2 part urethane system. Tnemec series 73 or approved equivalent paint system suggested. Contractor must carefully choose equivalents to paint products and conservator recommendations above and below. Changes to products will be pre-approved by city manager in writing or approved by an AIC approved art conservator should contractor require alternate products for treatment to art. 5. No texture or roller marks is permitted for final finish

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2003.13	City Court Gate	Harold Rittenberry	150 Garnett St. SW 30303	Latitude : 33.747271 Longitude : - 84.392981	Professional painters, pressure washer, portable generator and compressor

Inspection/ Painting Retoration: Inspection will be needed to assess scope of work. General scope: 1. Clean gate with power washer and Orvus soap or approved equivalent. 2. Rust abatement treatment 3. Mask off surrounding and secure site 4. Prime gate grey in front and black in back using a 2 part urethane system. Americoat or PS700 from PPG paints or Tnemec system suggested or approved equivalent. Contractor must carefully choose equivalents to paint products and conservator recommendations above and below. Changes to products will be pre-approved by city manager in writing should contractor require alternate products for treatment to art. 5. Top coat with 3 coats of PS700 from PPG paints or Tnemec system or approved equivalent silver metallic at front of gate and black gloss at rear. Paint rear first. 6. No texture or roller marks is permitted for final finish of painted surfaces

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.05	Ex-Static	Maria Artemis	Pine St at West Peachtree St NW 30308	Latitude 33.767511 Longitude : - 84.387568	Professional Industrial Coating Expert, Metal Fabricators, Consult with artist

Painting / Metal Retoration & Repair: Restore structural damage, repaint interior yellow, replace cable hardware: Paint restoration, sand and prep all surfaces, paint and prime in tnemec or 2 part urethane ps700 from ppg industries or approved equivalent. Consult with artist Maria Artemis whom is local. Restore structural damage, repaint interior yellow, replace cable hardware. Repair broken brick pavers, replace broken lighting system with multiple in ground canisters. 1. Clean art and plaza with power washer and Orvus soap or approved equivalent and degreaser 3. Mask off unpainted aluminum and pavers surrounding and secure site 4. Prime gate yellow at interior using a 2 part urethane system. Examples of typical sculpture coatings are two part urethanes are Americoat or PS700 from PPG paints or Tnemec system or approved equivalent. This is an interior area so an angled extension wand is needed to apply paint into tight interior area. Surface prep is critical and rust abatement and removal of loose paint is required prior to paint application. 5. Top coat with 3 coats of premium industrial grade 2 part Urethane system yellow as specified at interior. Paint marque way -finding sign metallic silver after priming in grey primer. Do not paint the exterior of the rest of aluminum sculptures though (only the damaged one that is already painted). 6. Welding repairs at damaged section near footing toward Pine St. 7 Repair holes in exterior surfaces of artwork. 8. Replace aircraft cable hardware with stainless steel hardware because the galvanized has rusted and bent. The aircraft cable may or may not be able to be re-used. Would have to go back in the exact same position as previous.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.21	Carnegie Education Pavilion	Jova, Daniels, and Busby Architects	310 Peachtree St. NE 30308	Latitude : 33.762734 Longitude : - 84.387378	Professional Conservator for Bronze, Masonry and Pointing Experts

Masonry & Electrician: Clean all stone and masonry components of artwork using low psi pressure washer and utilize low psi and a conservator approved stone cleaning products (similar to Prosoco brand stone cleaner). This conservation work requires a 36' articulating lift and portable electric and water sources. Structural repairs and new masonry pointing to occur during the cleaning of monumental architectural structure. All bronze inlays in flooring will be treated by a bronze conservator and hot waxed. restore plaza pavers, electrician needed for lighting, grout and pointing, requires 30' articulating lift

1. Pavers on plaza require repointing and some reset. Pink granite paver must match original 2. All pavers to be restored within a 10 foot radius and all under footprint of monument structure 3. Pointing on monument itself to be redone as needed and as prescribed by an art conservator. 30' Height. 4. Replace can lighting, 6 fixtures, must have metal flange and grill to prevent vandalism. A retro fit of new lens and vandal proof lens covers on existing fixtures may be possible but the scope of work is to replace until that is determined. 5. The signage stand is granite stone and requires a new foundation and silicone after trueing up. Located at footwall. 6. Clean all stone monuments with low pressure on pressure washer unit. Use articulating lift. 7. Clean all debris out of pigeon netting. Re-secure pigeon netting as needed. 8. Marine grade ¾" plywood must be used under vehicular traffic and hydraulic lift equipment within the park. 9. Secure site with a construction fence. 10. Inspect top of monument and repair water egress issues as needed with weather proof treatment.

11. Signage stand is made of granite slabs and is built into foot wall. This is sinking and needs to be removed, a new foundation installed underneath, and re-installed correctly and permanently.12. Clean out debris and inspect and fix bird deterrent netting.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1994.06	Untitled Children's Mural	Lamar Smith	254 Peachtree Street 30303 Atlanta City Detention Center	Latitude : 33.74733 Longitude : - 84.395478	Fine Art Restorer (Painting)

Fine Art Painting Restoration: Surface damage to wall painting. Interior art conservation on fixed wall painting on wallboard. 12' x 12' . Limited and controlled access due to located at a city detention center. This is an Impasto style painting. 1. Documentation of all losses of acrylic paint and chips out of painting, estimated at over 100 small areas of concern. Generally the losses of paint are smaller than a finger nail. Color matching expert is needed and this is an art conservator task or a professional artist could work under the direction of an art conservator. This latter arrangement must be initiated by the general contractor and approved and vetted by city manager 2. Make arrangements with the law enforcement and building managers at the site. Learn and follow facility protocol. 3. Secure area with stanchions provided by the GC or sub-contractors. Scaffolding is needed and floor protection. 4. Consult with conservator on treatment. In general, conservator to provide professional cleaning of artwork prior to restoration. Next, conservator or professional artist to spot prime bare areas with acrylic gesso and fill losses with gel medium to match contours, elevation, and brush direction of original artist. Spot prime losses again. Start color matches and continue with matching brush strokes and blending into original artwork.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1891.01	Henry Grady	Alexander Doyle	101 Marietta St NW 30303 / Street Median	Latitude 33.755543 Longitude : - 84.391208	bronze conservator, scaffolding and traffic control

Bronze conservation: Bronze conservator, patina expert, and art cleaning technicians or foundry experts, and electrical. Scaffolding, permitting, and traffic control needed as well as traffic barricades. Bronze conservation: The condition is well past the need for simply applying paste wax although that could be done as a stop-gap measure until the surface can be restored. Clean professionally and hot wax coating as prescribed and administered by a professional AIC art conservator. The application of paste wax cold would do little to saturate the failed lacquer so the white blanching would remain.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
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Latitude : 33.754444 Longitude : - 84.389789	Five Points Monument	George Beasley	Decatur St. at Peachtree St 30303	Latitude : 33.754444 Longitude : - 84.389789	Professional art conservator: Required contractors: Bronze conservator, patina expert, and art cleaning technicians or foundry experts. Professional masonry expert to restore pavers at pedestal and pointing repairs.
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Bronze Restoration: Traffic control and permitting as well as an articulating lift is needed to reach 30' height. Pressure washer is needed to supply water. Restore bronze and patina. Treat and remove efflorescence from pedestal and pavers underneath at grade. Clean bronze on site with pressure washer and solution of orvus paste. Clean the painted structure at this time as well and apply touch up paint as needed while articulating lift is still available there. The metal framework should not require paint in general as it was just repainted with Tnemec series 73 Urethane in 2014. The bronze will receive a hot wax treatment using torches and heating and treated front and back of all panels.

1. Set up permitting and traffic safety measures for a lane closure on Marietta St. that could last one week. Obtain an articulating lift that reaches 36'.
2. Wash sculpture thoroughly using self-contained water supply and pressure wash bronzes panels using very lowest psi setting and non-ionic and acid free soap such as orvus soap solution.
4. Hot conservation wax applied to bronzes front and back of bronze panels. Use proprietary bronze conservation wax made for heat application. Buff out bronze surfaces with cotton rags. Protect paint from surfaces.
5. Inspect pedestal for structural cracks at the mortar joints and locate the buildup of brick efflorescence. These areas require treatment.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.17	John Wesley Dobbs	Hemlick, Ralph	Dobbs Plaza	Latitude : 33.759550 Longitude : 84.389296	Bronze AIC Conservator, Electrician, Masonry expert, Weatherproofing, Arborist.

Bronze restoration: Bronze restoration of artwork, lighting near artwork to be replaced. Document site and configuration Plaza and fountain must be cleaned with pressure washer and holes in plaza repaired.

1. Restore bronze and patina.
2. City project managers to approve lighting levels at sculpture.
3. Cobble requires repairs in main plaza at Auburn Ave. street level and nearest to artwork itself. Extents do not reach beyond 20' from artwork.
3. Signage at sculpture is inlaid granite and measures less than 20" w x 10" h and is mounted horizontal. This is no longer legible and a replacement sign of similar stone should be manufactured and installed in exact proportions to replace original. Thorough photo and written documentation of all of the above work is needed to close out project.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1981.02	Emerging	Smith, Mark	Walton Springs Triangle	Latitude : 33. 779231 Longitude : - 84.389296	Bronze conservator, Painting specialist, Patina expert

Bronze Restoration: 1. Barricade the exterior workspace with a construction fence. Erect rolling or stationary scaffolding. An articulating lift can be substituted. 2. Sand top surface of flat back of torso with 180 and 220 grit on a 5" to 8" orbital sander. Bring power supply and high grade sanders with speed controls. Use clean cotton gloves and no fingerprints to polished surface. Wipe all polished surfaces with xylene solvent and coat with Nickolas brand marine grade aerosol lacquer or approved equivalent. 3 coats.

3. Clean the bronze by scrubbing with water and a surfactant. Rinse and clean entire surfaces 2 times and final rinse 3 times to remove all residue. Apply BTA corrosion inhibitor per art conservation instructions by an AIC accredited conservator of bronze. Requires a portable and clean water source. Portable and gas powered pressure washer with a water tank is recommended.

4. Heat application of a protective wax coating, blending in the new wax mixture with any old wax remaining on bronze. Assure complete penetration into all casting holes and pockets. Use a mixture of Kindt-Collins Co., LLC waxes 70% 278E and 30% 478J or approved equivalent. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate. Electrical Services: There are two non-functioning lights that will be restored and new electrical service connection is needed. Lighting test will be done at night to test lumens on sculpture. City project managers to approve lighting levels at sculpture.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1981.03	Phoenix	Somani, Francisco	Broad St. Plaza	Latitude : 33.754485, Longitude : -- 84.391124	Bronze conservator, scaffolding and traffic controls

Bronze Restoration: Contractor to determine rather to work in place or move to secured location. If removed a crane will be necessary and permits will have to be acquired. Open up art and clean out investment material, sandblast art, re-patina and gold plate reveal areas that are smooth. Conservator to determine coatings and wax system and administer. Contractor team is responsible for all engineering, blueprint drawings, city permitting, city certifications and approvals, art conservation, rigging, shipping and art move if not working on location.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1986.01	Urban Path	Curtis Patterson	709 Hortense Place NW 30318	Latitude : 33.774068 Longitude : - 84.439693	Bronze Conservator, Original Artist, Patina Expert, Crane and Rigging Crew, Metal Fabricator, Engineer for site development

Bronze Restoration: sandblast all surfaces and have patina expert apply new finish. Contact artist to advise on project, this is a large artwork that is architectural in style with many flat surfaces. Because this patina is so artistically variable it will need to be recreated on all surfaces of the sculpture due to extensive local deteriorations and damages. The mild steel boxes that support the internal framework need to be replaced with stainless steel.

1. Disassemble and transport the sculpture if necessary to a facility. There are multiple finishes and gradations of patina finish on object and this has patterning.

2. Resurface the bronze plate, replacing sheets deeply scratched or pitted. Remove the steel support boxes and replace them with fabrications of the same size but in stainless steel. Sand, epoxy prime and paint the boxes with a gloss enamel to a color meeting the artist's approval. 3. Recreate the patina on the bronze with the artist's involvement. 4. Coat the bronze by spray gun with Inralac brand lacquer coating specifically engineered for bronze and proprietary. 5. Apply a pastewax cold and then buff. Use a proprietary conservation wax such as mixture of Kindt-Collins Co., LLC waxes 70% 278E and 30% 478J or approved equivalent. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2003.05	Legends	Carl Joe Williams	102 Ollie St. NW / Lena St NW 30314	Latitude : 33.757649 Longitude : - 84.424264	Conservator for Painting Restoration, Industrial Coatings Expert

Paint & Metal Restoration: Chronic paint failure must have professional conservator to consult and inform treatment by artist team. Artist should be contacted and made aware of project. 1. Recommended to remove art panels and place in a secure facility for restoration. The size and scale is 24' x 8' multi sectioned artwork on metal aluminum. As attachment hardware is removed, number and label for later reinstall. 2. Automotive quality paints and colors used to paint original, restore all according to conservator recommendations. 3. Once images are restored to satisfaction of city manager and resembles original documentation of work as closely as possible, a clear coat will be applied. The clear coat must be compatible with original paint systems and several coats are needed. Use of clear coat should provide UV protection. Make sure this coating is compatible with automotive paints of original artwork by testing in small area first and consulting with manufacturer. 4. Transport and install artwork as original. Hardware is various sizes so it is recommended to label where original hardware was removed so that re-install is easier. All hardware is stainless steel.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA.X.06	Charles Lincoln Harper	Ed Dwight	Charles Harper Pk. Ashby at Mayson	Latitude: 33.757170, Longitude- 84.417283	Bronze conservator, stoneengraver or monument expert needed for pedestal restoration

Bronze Restoration / Stone Engraver: The bronze statue is oversized and requires standard bronze conservation and hot wax treatment. Corrosion inhibitor such as BTA application is recommended. The patina is in good condition. 1. The stone pedestal is solid granite and has been heavily vandalized. There are engravings on all 4 sides that have been defaced and fixing the losses and restoring the pedestal is the priority. There are at least 50 letter characters that are currently defaced. Conservator with stone engraving expertise to inform process to restore base and bronze. 2. Construction fence is needed. Site security is an issue at this site within an active park. 3. Clean the bronze by scrubbing with water and a surfactant. Rinse and clean entire surfaces 2 times and final rinse 3 times to remove all residue. Apply BTA corrosion inhibitor per art conservation instructions by an AIC accredited conservator of bronze. Requires a portable and clean water source. Portable and gas powered pressure washer with a water tank is recommended. 4. Heat application of a protective wax coating, blending in the new wax mixture with any old wax remaining on bronze. Assure complete penetration into all casting holes and pockets. Use a mixture of Kindt-Collins Co., LLC waxes 70% 278E and 30% 478J or approved equivalent. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1927.01	Booker T. Washington Lifting The Veil of Ignorance	Charles Keck	45 Whitehouse Dr. SW 30314	Latitude : 33.753296 Longitude : - 84.420227	Bronze conservator, stone conservator and masonry expert, bronze patina expert.

Bronze Restoration: Bronze conservator, patina expert, and art cleaning technicians or foundry experts, . Scaffolding needed. Full bronze conservation that removes previous coatings, conservator to remove previous coatings and add new patina and then hot waxed. Pink marble pedestal has a terrible previous pedestal and step repair. Synthetic fiberglass should be removed from stone by an objects conservator. These repairs need to be undone and likely cut out of stone and new stone set to match. Construction fence is needed. Best to work in mid-summer when school is not in session.

1. Previous coating will be removed chemically with with Dumond Chemical Co. Peel-Away system or a system approved by a bronze conservator with AIC Fellows status.
2. Recommended to start restoration with high pressure water cleaning at up to 5,000 psi.
3. Chemical repatination and rubbing back to produce a transparent, variable dark brown patina.
4. Heat application of a protective wax coating as prescribed by art conservator. Assure complete penetration into all casting holes and pockets. The City of Atlanta conservation team uses a mixture of Kindt-Collins Co., LLC waxes 70% 278E and 30% 478J. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate. Assure that the adjacent stone is not heated during the use of propane torches by using wet rags on the stone.
5. Buffing of cooled wax. 6. Expert marble pedestal restoration repairs and grouting and pointing needed. At least 10 areas of marble require repairs and it may require replacement of the steps instead of repair approach. Marble conservation needed.
7. Consult with conservator and city officials about skate deterrents near this artwork.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1995.02	Why X Why	Eleanor Hand	Connally St. / Kelly St. NE 30312	Latitude : 33.744872 Longitude : - 84.381217	Industrial coating experts, Metal fabricator, Hydraulic Lift Rental, Pressure Washer

Paint Restoration: on all metalwork and replace stainless steel veneer of figures. Remove the mirror finish stainless steel veneer from figures and use old as a template for creating replacements that are new. 1. Pressure wash all and use a non-ionic detergent such as orvus soap solution to degrease. Use rust abatement chemical and mechanical means to repair and prepare artwork for new paint. 2. Provide stainless steel nuts where missing on figures. 3. Remove spilled paint on the concrete steps and on the stone wall. Use a water-based paint stripper and a pressure washer. 4. Paint restoration on all metalwork using 2 part industrial urethanes to match original colors and specs. Surface preparation including rust abatement, scraping, and sanding is needed. Primer and multiple coats of top coat is needed. 5. Remove and replace stainless steel veneer of figures. These originals are damaged by vandalism. These are held on by stainless steel rivets and hard to remove. Be careful not to damage substrate of stainless steel. This has to be an exact duplicate and water jet or laser cut. Contractor may need to scan originals figurative work and create a vector file to work with in CNC.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.10	Reunion Place	Tony Bingham/ Mary Cochran	477 Windsor St. SW 30312	Latitude : 33.740564 Longitude : - 84.399116	Required: Professional painters, pressure washer, portable generator and compressor.

Structural Restoration: Paint restoration, concrete stain will be applied as specified in detail and inlaid areas.

Electrical repairs needed at outlets on artwork base. Signage needs replaced.

1. Assure electrical power is in "lock-out" to prevent accidental powering of electrical boxes behind sculpture.
2. Power wash all and repaint Concrete Stain throughout, 3 colors translucent.
3. The paint transferred to the painted circles of the large concrete pad probably cannot be removed. It should be painted over.
4. Welding repairs to be executed on overhead sculptural items hanging from steel uprights. Some objects are cast iron, mild steel, or bronze. It is a mix of alloys and a knowledgeable person is needed.
5. The concrete has decorative elements that were cast with pigments and these have faded out and these have been coated with an oil based translucent concrete stain of an industrial and commercial grade. These colors should be matched and repainted.
6. There are inlaid concrete castings on the vertical surfaces of the concrete patio and these should be repainted with concrete stain in the recessed area.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2009.05 A-B	Our Tree	Michael Allman	742 Cathrine St SW 30310	Latitude : 33.724896 Longitude : - 84.411037	Professional painters, pressure washer, portable generator and compressor.

Structural Restoration: Paint Restoration of two metal artworks and cleaning of concrete sculptures.

Surface preparation and professional painting: Professional Painters for industrial coating or automotive finish. Fence rental company needed as well as scaffolding. Secure site with a construction fence, there are two artworks that are identical. Scope of work.

1. Color match artwork 4 colors of green and consult with artist about painting bolt hardware because it is unpainted and starting to rust.
2. Clean artwork with power washer and degreaser
3. Rust abatement treatment
4. Mask off surrounding and secure site
5. Lightly sand artwork in preparation of primer.
6. Prime white using a 2 part urethane system. Example: Tnemec system
7. Top coat with 3 coats of industrial two part urethane such as the Tnemec system
8. No texture or roller marks is permitted for final finish
9. Clean approximately 20 cast concrete tree stumps that are integrated at site as benches

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.04	Games	Arimany, E	Capital Ave.	Latitude : 33. Longitude : -84.	Professional welder, consult with conservator on cleaning and repairing corten steel sculpture.

Metal Restoration: Remove rust stains from concrete base, apply new weather sealant at base and near site. Conservator and or corten steel expert to look at corrosion and finish and diagnose / execute repair as needed. Remove ghost image of previous graffiti. Clean surrounding circular plaza. Repair weatherproofing at base of artwork with system that is architectural grade and matching surrounding colors of concrete. Weatherproofing sealant replaced at lighting system fixtures in ground. Any new weldment shall match corten alloy according to best practices in field of public art restoration.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.12	Summerhill Rebirth	Cunfer, Patricia	Phoenix Park III	Latitude : 33.737007 Longitude : - 84.38110	Tile and cement expert, conservator

Tile Restoration: Remove efflorescence, replace damaged tiles, repair losses in cement, correct weather seals and grout / mortar pointing. Chemical specifications to clean artwork to be advised and tested by an art conservator. Pressure washing of grouted areas is not desired due to erosive nature that occurs with high pressure water resulting in loss of grout. Pressure washer to be used as water delivery system if needed. Repair hairline cracks at top center of art structure if possible and or as suggested by art conservator. Apply new industrial sealant where concrete plaza meets base of artwork. Clean plaza.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1997.01	Meeting of the Elders	Jimoh Buriahmoh	983 Ralph David Abernathy Blvd. SW 30310	Latitude : 33.738155 Longitude : - 84.419964	Tile and mosaic expert, masonry expert, painter
<p>Tile Restoration: Mosaic restoration, tile cleaning, paint restoration to concrete substrate and cement repairs, and reseal flashing above and enhance the landscaping below to keep lawn equipment away and keep bare dirt from splashing lower mural substrate "wall". Additional replacement of local tile losses is needed. It should be expected that this work will be an annual task. Possibly, adhesion weaknesses are local and eventually tile losses will slow and eventually stop. Infiltration of moisture now does not appear to be a cause and the top of the wall is well capped.</p> <p>1. Replacement of detached glass tiles . It is understandable that exact tile color matches for missing original tiles would not be possible. But better workmanship in adhering and grouting new inclusions needs to be a goal. 2. Repair all loose stucco masonry at wall and allow to cure. 3. Cover and protect mural with plastic</p> <p>4. Repaint primer to match existing color on masonry which is taupe 5. Repaint in final exterior latex (premium grade)</p> <p>6. Document every square foot of mosaic mural and use a conservator for this below section related to restoring the mosaic.</p> <p>7. Remove all loose sections of glass tiles by checking for hollow sounds when tapping.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2007.02	Cattail Fence	Jeffrey Loy	Sells Ave. / Lawton St. SW 30310	Latitude : 33.744269 Longitude : - 84.4217	Required: Professional painters, pressure washer, portable generator and compressor
<p>Metal/Paint Restoration: Clean full fence with power washer and degreaser soap Paint on all sides an 1100'x 3' metal iron fence. Primer black and paint all sides after treating mechanically and chemically for rust abatement treatment. Black primer and two part urethane industrial coatings. Three layers top coat. 1. Clean full fence with power washer and degreaser soap2. Rust abatement treatment via chemical and mechanical means 3. Mask off surrounding and secure site 4. Prime fence black and black in back using a 2 part industrial urethane system. 5. Top coat with 3 coats of industrial urethane system 6. Cut in at connected metal joinery points and welds to get in tight angled metal to get in cracks and crevices. Correct all paint failure / treat for rust abatement</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1977.03	Cometh the Sun	Curtis Patterson	Gordon St. / White St. 30310	Latitude : 33.738818 Longitude : - 84.432139	Conservator, Original Artist, Metal Fabricators, Crane And Rigging Crew, Electricians, Engineer

Metal Restoration: (Corten Steels) May require removal from site to fabrication shop for repairs, if so a flat-bed truck will be needed to ship and forklift is needed to move sections. De-construct artwork for inspection . Reinforce corner sections of sculpture and cut out badly corroded areas and fabricate custom replacement materials that match alloy of corten and material gage or thickness. All welds must be a match for corten alloy. Lincoln wire LA-75 works with C10 two part gas or LA 70 electrodes for arc welding or approved equivalent. Custom corten angle iron will be needed to reinforce length of corroded edges and corners. Sections of artwork are bolted internally, all internal hardware to be replaced. Replace all damaged or corroded metal on exterior, corners, footing, interior, armature. Open up large portals into interior sections of artwork where fabricators, engineers, and art conservators can enter and access. Each large section of sculpture is hollow and sealed individually via welding. Each sculpture shape or section section is both welded and bolted together to other sections. The interior of artwork after repair should be coated with anti-corrosion system dielectric rust inhibitor such as " Ship 2 Shore" or equivalent as determined by conservator. Artwork should be surveyed before and after for exact replacement position. Large scale blast media operation needed to clean, remove all corrosion at joinery areas with combo of abrasive media and power tools. Remove all ghost images of graffiti. When returned to site, the artwork must have an even and consistent exterior finish and must be in the same configuration as original. 1. Conservator and artist meet at the sculpture to develop a design and fabrication plan to eliminate the areas that retain moisture. 2. Removal of the sculpture to a conservator's or fabricator's facility. 3. Disassembly and removal of corrosion. 4. Weld filling of losses and replacements of metal where most appropriate 5. Re-fabrication of damaged areas according to new design approved by artist and conservator. Footings may need redone at connection point to concrete pad. 6. Have a structural engineer approve repairs. 7. Delivery and reinstallation

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2009.08	Falling Waters	Deanna Sirlin	Fire Station #18	Latitude: 33.750735, -I Longitude: 84.321978	Professional tile expert and mosaic technician

Tile Restoration: Mosaic and weatherproofing repairs at elevation. This is a three story building and the mosaic is on the exterior façade and covers the entire height (29' x 14' or 400sq ft). There is a small section of loose tiles near the lower window. Consult with artist Deana Sirlin for the treatment plan. The outlined scope is: 1. Clean all mosaic tile surfaces with water source such as pressure washer but use as a hose with no pressure to clean tiles chemically. The pressure An articulating hydraulic lift with a lane closure permit is needed. 2. Use Prosoco brand "Revive- Enviro Clean"or approved equivalent to hand clean small sections of tile at a time for the coverage of the entire mural. 3. Grout repairs to be completed as needed and grout sealer applied. All grout and sealers are to be commercial exterior grade to match original. 4. Damaged and loose tiles are to be removed and replaced, in particular near the lower window. Remove water damaged substrate materials and replace 5. Water damaged areas are to be repaired by identifying the water source and administering weatherproofing treatment that permanently resolves and prevents damage. Any other areas of repair to be done at same time. Authorization from the city to administer an invasive repair to building facade will be required prior to executing repair.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2013.01	Tree of Life and Kan	Domenge, Yvonn	Freedom Park	Latitude: 33.770851, - Longitude: 84.342070	Professional industrial coating expert, patina expert

Metal Retoration: Apply new patina/. Kan 1 and Kan 2- restore urethane paint. The Kan are oval shaped pods made of ferrous steel and painted orange. All painted surfaces of three artworks require restoration. Public safety and site security are needed.

1. Original urethane coat was in 2 parts and the mixture is 1 to 1. Proprietary solvent used to cut paint.
2. Repair losses and cracks with automotive resin filler such as (3M paste and Sherwin Williams SW15)
3. When dry he sands and cleans to get any grease off
4. Primes with industrial (1K by PPG or approved equivalent)
5. Paints with automotive quality paint gun
6. Then coats with a type of varnish (Transparent DC 3000 by PPG. This is a mixture of 4 to 1 of catalyst)
7. Sand with 1000 or 1200 Maguire file or approved equivalent
8. Polish with Polymer 3M by Maguire or approved equivalent

Artist directions to paint as follows: The paint does not have a catalyst. It is 1 to 1 with a reducer. The reducer you can use and buy in the US is D807. The varnish that you put on after the paint (DC 3000) uses catalyst. The catalyst that you can use and buy in the US is DCH 3070. It is 4 to 1. You can buy the varnish in the US.

The line GLOBAL and DELTRON in the Base Color line (BC) is a very similar product and they can match the colors.

Tree of Life is the red artwork and the only piece made of bronze. It uses automotive paint too, but it is diluted for the patina:

½ liter red automotive paint

use 1 liter transparent automotive paint

Applied with paint gun.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.22	New Endings	Kempler, Diane	Freedom Park at Euclid and North Ave.	Latitude : 33.774068 Longitude : - 84.439693	Foundry, Patina Expert, Rigging Crew, Fountain Expert

Bronze Restoration: sandblast all surfaces and have patina expert apply new finish. Required contractors: Bronze conservator, patina expert, and art cleaning technicians or foundry experts. Professional Painters. Artist required to advise. Required contractors: Bronze conservator, patina expert, and art cleaning technicians or foundry experts. Professional Commercial Fountain expert. This is a sculpture fountain. Water travels through the artwork. The main scope of the bronze restoration is to remove and replace the yellow patina that has worn off of all surfaces. Contractor must work with the original artist to achieve desired results with new application. To do this remove bronzes with a boom lift and bring to a foundry or artist studio. Sandblast all surfaces at a studio or foundry and have patina expert apply new finishes and seal to art conservators specifications. All of fountain site must be cleaned and lighting repaired. The underground systems must be cleaned and repaired. The settings of the fountain must be calibrated and adjusted and the filters changed and replaced with new. All artworks to be reinstalled in original configuration. Some welding may be required and a construction fence is needed at installation and removal time.

1. Disassemble and transport the sculpture to a facility for repatination.
2. Document current coloration of patina and abrasive blast the existing patina off using a fine glass bead or sandblasted with aluminum oxide 180 grit.
3. Recreate the patina on the bronze with the artist's involvement. The yellow color applied previously was faulty and consulting with artist to avoid problems is critical. After surfaces have new patina for all 3 colors, next step.4. Coat the bronze by spray gun with Incralac or Nicolas Marine Lacquer or approved equivalent. Many coatings of this lacquer are needed to protect surfaces thta are submerged in water and also walked on. 5. Apply a paste wax cold and then buff. Use a mixture of Kindt-Collins Co., LLC waxes 70% 278E and 30% 478J or approved equivalent. This is a highly enduring and easily reworked protective wax coating adjusted for the local climate. 6. Transport and reinstall the sculpture. The bronze pins that secure artwork are not enough. Shimming the bronze sculpture underneath is critical to securing artwork and avoiding catastrophic damage. 7. The feeder tubes for the water line at exit point of fountain is not secure and it is recommended to fix that detail.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
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CA1978.01	Bulwarks II	George Beasley	Virgina Ave. / Lanier Blvd 30306	Latitude : 33.782131 Longitude : - 84.252808	Welding repairs and conservator treatment needed. Artist involvement is suggested.
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Metal Restoration:Welding, cast iron and corten steel art conservation and structural repairs: A few welding repairs are needed for corten where cracks have occurred. All welds must be a match for corten alloy. Lincoln wire LA-75 works with C10 two part gas or LA 70 electrodes for arc welding or approved equivalent. Landscaping and water drainage as well as artwork settling are major issues at this site.

1. Artwork is partially buried at footing and this is not correct. Some excavation and possible resetting of artwork may be needed. Over time, the grade has changed and or the sculpture, much of which is low to the ground has settled. Consult with artist and original documentation to correct grade issues with sculpture. The artist lives in the neighborhood of site.
2. Wash sculpture with a hose, non-ionic soap and soft scrub brushes. A biocide approved by art conservator may be needed to remove algae, mold, and lichen.
3. All welds must be a match for corten alloy. Lincoln wire LA-75 works with C10 two part gas or LA 70 electrodes for arc welding or approved equivalent.
4. There are concrete retaining walls that are part of this earth-work, some cementitious repairs may be needed. 5. There is much corrosion at grade. Removal of some components may be needed to access and repair corroded area,

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1970.02	Untitled	James Clover	100 Bagley St. / Pharr Rd NE 30305	Latitude : 33.836658 Longitude : - 84.373401	Professional painters for surface prep and industrial coatings, concrete casting, pressure washer, landscaper, art conservator to assist with kinetic art and regaining function of movement, portable generator and compressor.

Metal Restoration: Professional painters for surface prep and industrial coatings, concrete casting, pressure washer, landscaper, art conservator to assist with kinetic art and regaining function of movement, portable generator and compressor. Paint restoration will include sanding and prep of all metal surfaces, paint and prime with an industrial urethane coating system in multiple coatings to build mill thickness. The choice of industrial coating is to be determined by the art conservator. Typical urethane products for Atlanta’s metal artworks are Tnemec Company Series 73 or PS700 urethane from PPG Industries or approved equivalent. Coatings specialist will apply industrial coatings to MSDS and conservation specs. Contractor will excavate around base (footing) of each artwork, pressure wash all of four sculptures, sand and prep all artworks, smooth surface is desired, apply white primer as specified by conservator, apply 3 top coats of white urethane as specified. Test each bearing for function and grease all bearings and kinetic components. Those which are not functioning will be replaced by a system specified by AIC Art Conservator. Landscaping around the art (within a circular ring) will be restored and enhanced to highlight the artwork. The trees around the artwork will be trimmed back by an arborist. 1. Clean relief artworks with power washer and non- ionic soap or Orvus soap by Proctor and Gamble or approved equivalent. 2. Rust abatement treatment if needed, these sculpture require excavation at grade to get painted below grade as well. 3. Thoroughly sand all surfaces to remove previous roller texture 3. Mask off surrounding and secure site for spray application with construction fence. 4. Prime relief sculpture white in front and sides using a 2 part urethane system. Example of equivalent urethane primer is Americoat white by PPG (or equivalent). 5. Top coat with 3 coats of industrial urethane system in ultra -white color to be confirmed by art conservator 6. No texture or roller marks is permitted for final finish 7. Restore site and grounds to original condition. 8. Repair, replace, and grease 4 bearings as needed to get kinetic to work.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2003.01	Peachtree Hills Rec. Center Tile Mosaic	Melton Attiya	308 Peachtree Hills Ave. 30305	Latitude : 33.766719 Longitude : - 84.369238	Tile Restoration Expert needed to work on a large scale, mostly cleaning needed. An Arborist is needed, water source, and articulating hydraulic lift to reach 25'.

Tile Restoration and cleaning treatment: Cleaning is to be achieved chemically with water after testing in small area. All tile restoration techniques are to be approved by an art conservator. 1. Pieces of broken glass should be inspected close-up and pinged to detect if they are loose. A crack may divide a piece in such a way that one portion created by the divide does not have sufficient adhesive. Any those are loose need to be detached and re-adhered. Not the adhesive used and use something similar for re-adhesion. The adhesive may have been a tile thin-set but more likely a construction adhesive such as a neoprene rubber (e.g. Liquid Nails) from a caulk gun was used. 2. Examine the grout around all tiles showing efflorescence. Scrape out all failed grout and re-grout with a similar type. 3. Clean up efflorescence on the surfaces first by hand tool work as far as possible. Then clean residual efflorescence with a mineral stain remover formulated for efflorescence. Do not use a mineral acid such as muriatic acid (which is the mineral acid hydrochloric acid). Start with a special organic (mild) acid type such as the commonly available CLR. The main ingredients in CLR are water, gluconic acid, citric acid, lactic acid, surfactants, glycolic acid and sulfamic acid. The product is designed to be effective on a range of stains including rust. Sulfamic acid is the most commonly recommended acid for mineral deposit cleaning. Another example of a tile cleaner that is acid based cleaners that are appropriate are Prosoco products are in their Sure Kleen line. Contractor must carefully choose equivalents to conservator recommendations above or consult with an AIC approved art conservator for alternate products. There are many other products from other sources such as SEI Chemical's AR-105 Efflorescence Remover and Radon Seal's Efflorescence Cleaner. Vinegar, a mild form of the organic acid acetic acid, is also with trying. Be sure that the product chosen to clean the artwork is tested on site and approved by a qualified art conservator. 4. Examine mirrors that show dark lines for adhesive staining. Determine cause of appearance. If stained or otherwise deteriorated, decide whether to replace these or leave them. City will require replacement if not cleanable. 5. Use an all-terrain articulating lift to access with hose as a water delivery system on site. Marine grade ¾" plywood is required as a sacrificial roadway to protect turf, utilities, and sidewalk breakage from all vehicles and lift equipment. An official utility marking for water and electrical must take place wherever heavy equipment is used prior to onset of work.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2003.03	Adamsville Music Pavilion	Bill and Mary Buchen	3201 Martin Luther King Jr. Dr., SW 30311	Latitude : 33.753682 Longitude : - 84.492389	Professional Industrial Coatings expert, Masonry coatings

Paint Restoration: re-attach stainless bench. Required: Professional painters, pressure washer, portable generator and compressor. Paint restoration, sand and prep all surfaces, paint and prime in industrial 2 part urethane. Paint restoration, re-attach stainless bench, clean concrete plaza and or repaint concrete stain. 1. Clean dome and metal structures with power washer and Orvus soap or approved equivalent 2. Rust abatement treatment as needed and light sanding 3. Mask off surrounding and secure site, set up scaffold or hydraulic lift. Wipe artwork down with art conservator approved solvent and or art conservator approved degreaser. 4. Prime white using a 2 part urethane system. 5. Top coat with 3 coats industrial urethane using three colors A.Terra Cotta, Light Blue, Light Grey / white 6. No texture or roller marks is permitted for final finish, the desired texture of finish is automotive finish, very smooth. 7. Secure seating with new Stainless Steel hardware as needed. 8. Clean tinted concrete plaza with Prosoco Sure Clean product or approved equivalent. Contractor must carefully choose equivalents to cleaning products and conservator recommendations above and below and have city approve or if in doubt consult with an AIC approved art conservator for alternate cleaning products. 9. Repaint concrete plaza with a translucent concrete stain in two colors.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1978.02	Not to Scale	Chatham, Ted	340 W. Manor Cir. SW / Benjamin E. Mays Dr. SW 30311	Latitude : 33.735004 Longitude : - 84.491638	Conservator, Welders, Fabrication Studio, Landscaper, Crane and Rigging

Metal Restoration: (Corten Steels) Metal welding restoration and, site excavation at grade and localized sandblasting. Interior and exterior rust abatement treatment, paint restoration to remove existing paint coatings. 1. Conservator to determine is this restoration requires removal of artwork from site to fabrication shop for repairs. If removal from site takes place then crane services and rigging crew needed to de-install for repairs off site and later to install. A flat-bed truck would be needed to ship. Forklift is needed to move sections. 2. De-construct artwork for shipment and further inspection in fabrication studio. 3. Fabrication: Reinforce corner sections of sculpture and cut out badly corroded areas fabricate custom replacement materials that match alloy of corten and material gage or thickness. All welds must be a match for corten alloy. Lincoln wire LA-75 works with C10 two part gas or LA 70 electrodes for arc welding or approved equivalent. Prior to purchase, cross reference choice of alloy welding rod or wire with both the supplier and AIC Art Conservator. 4. Custom corten angle iron will be needed to reinforce length of corroded edges and corners. Sections of artwork are bolted internally, all internal hardware to be replaced. 5. Replace all damaged or corroded metal on exterior, corners, footing, interior, armature. 6. Open up large portals into interior sections of artwork where fabricators, engineers, and art conservators can enter and access. Each large section of sculpture is hollow and sealed individually via welding. Each sculpture shape or section is both welded and bolted together to other sections. 7. The interior of artwork after repair should be coated with anticorrosion system dielectric rust inhibitor such as " Ship 2 Shore". Contractor must carefully choose equivalents to chemical treatment products and conservator recommendations above and below. Changes to products will be pre-approved by city manager in writing or approved by an AIC approved art conservator should contractor require alternate products for treatment to art. 8. Artwork should be surveyed before and after for exact replacement position. 9. Large scale blast media operation needed to clean, remove all corrosion at joinery areas with combo of abrasive media and power tools. Remove all ghost images of graffiti. When returned to site, the artwork must have an even and consistent exterior finish and must be in the same configuration as original. 10. All art conservation work and steps must be documented in photos and writing in both an ongoing and final report.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1994.02	Attaining Goals	Robert Clements	365 Cleveland Ave. 30315	Latitude : 33.68037 Longitude : - 84.378904	Industrial Coatings

Metal Restoration: Metal Painting, Electric repairs, and metal repairs and conditioning. PAINT: The prepared surface, whether blasted to clean metal or thoroughly scraped free of poorly adhered old coatings, will have some residual corrosion in hard to reach areas. This corrosion should be saturated with a low viscosity epoxy Industrial Pre-Prime. The prepared surfaces of the steel should then be coated with a 2-part industrial primer to 3-6 mils thickness. Specifications:

- Record current or known original colors by matching to color swatches or submitting samples to the selected coatings provider for colorimetric measurement. Recommend sanding to original coating and matching matching color swatch to each color. Or consult artist who lives in Athens, GA.
- Scrape loose paint from areas selected for existing coatings adhesion tests with 1 in. sharpened putty knife.
- Perform ASTM-D-3359 tape test on prepared test areas in strict accordance with ASTM standards, or perform ASTM D-4541 pull-off test on prepared test areas in strict accordance with ASTM standards.
- Determine overcoatability of existing coatings and prepare surface of sculpture for epoxy primer by either (a) scraping all loose coatings and corrosion off surfaces with sharpened 1 in. putty knives, or (b) blast to SSPS-SP 6/NACE No. 3 Commercial Blast Cleaning or approved equivalent specification with a 2 mil profile (or "anchor pattern). Owner shall determine which surface preparation to perform based on evaluation of ASTM test results.
- Saturate any remaining loose corrosion with an Industrial Pre-Prime as determined by conservator. Allow to fully cure (slow cure).
- Coat by brush or spray the prepared sculpture surfaces with a 2-part industrial polyamide or polyamidomine epoxy primer. For overcoating remnant old coatings, use Tnemec Co. Chembuild Series 135 or equivalent as determined by an art conservator. For blasted bare steel use the highest quality two part industrial urethane system or product. Build epoxy coating to 3-6 mils.
- Repaint by brush application in four colors matching existing colors or known original colors with a two part industrial urethane such as Tnemec Co. Series 73 or 75 according to owner's selection (or products of same type and quality by another manufacturer). Stripe all edges and inside corners before full surface application of coatings. Build coating dry film thicknesses to manufacturer's recommendations.

PUBLIC ART INFRASTRUCTURE BOND PROJECT LIST

Relocation Projects

(see Item 21. Substitutions in Part I: Information and Instructions to Proponents)

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.24	Threshold	Llimos, Robert	Peachtree St Atlanta, GA 30303 / Underground Atlanta (Proposed new location a City Park)	Latitude : 33.753468 Longitude : -84.390264	Conservator, crane and rigging crew, foundry, engineer, architect, concrete casting, excavation

Move and Relocate sculpture: Phase 1. 1. Inspect site, take required measurements. 2. Develop drawings with specifications. 3. Develop a plan for dismantling and temporary storage. 4. Work with city manager to select new site. 5. Design new foundation. 6. Design lighting system and specs if required. 7. Provide erosion control and associated Civil/ Site Drawings sufficient to obtain a Construction Permit **Phase 2:** Remove art with crane, bring to secured space to allow for bronze conservator to treat for new patina and paint coatings (All industrial paints applied in a controlled environment). Build new pedestal, foundation, landscaping, and lighting system. Re-install bronze at new site with new lighting if required. It is recommended that the foundation have specialized concrete casting in a raised circular disk shape that steps above grade elevation. Restoration and conservation treatments are to be under separate vendor contract and coordination will be necessary in the planning of the relocation. Provide a full complement of reports (in duplicate and electronically, using MS Office) . Include a narrative for use by management and outside auditors to assist the City’s efforts in meeting reporting requirement.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1987.01	Free Nelson Mandela	Hammons, David	Piedmont Park	Latitude : 33.774068 Longitude : -84.439693	Conservator, crane / rigging crew, welders, shipping company, engineer, excavation, concrete foundation casting

Move and Relocate Sculpture: Identify Crane and rigging crew, work with city manager to select new site. Design new site. It is recommended that a an underground foundation is poured that is concealed. The foundation will support the boulder and sculpture. An oval shaped granite cobble containment ring is recommended to demark site designed for mulch and possible plantings. A flower bed is recommended with crusher run and landscape fabric underneath and below grade. Drainage will be designed into system. If containment ring is installed it must not exceed 5’ beyond the footprint of the artwork. Contractor responsible for all, engineering, blueprint drawings, city permitting, city certifications and approvals, rigging, shipping, and art move. Provide “as built” documents, a narrative for use by management and outside auditors to assist the City’s efforts in meeting reporting requirements.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.25	Birth of Atlanta	Landesberg, Amy	50 Alabama St. SW 30303 Underground Atlanta, Visitor Center. (Proposed new location a City Park, Freedom Park)	Latitude : 33.752495 Longitude : -84.392507	Conservator, crane and rigging crew, welders, art movers, engineer, concrete casting, electrician, excavation

Move and Relocate Sculpture: Phase 1. 1. Inspect site and take required measurements of existing structure. 2. Develop plan for dismantling. 3. Work with city manager to select new site. 4. Design a suitable new foundation at selected site. 5. Design a new lighting system and create specs and test propose lighting system. 6. Provide erosion control and associated Civil/ Site Drawings sufficient to obtain a Construction Permit. 7. Provide a full complement of reports (in duplicate and electronically, using MS Office). Include a narrative for use by management and outside auditors to assist the City's efforts in meeting reporting requirements.

Phase 2: 1. Remove artwork from rooftop, disassemble. Engineer new site for art on concrete piers to get elevation. Recommended to find new site first and design build. Work with rigging team, City Planning Department and crane company for a solution on setting up a crane or boom lift (Crane weight limit is 20k lbs due to surrounding bridge limitations). A welding and fabrication team is needed to remove the artwork. Design systems to remove and store artwork safely. Most of the sculpture system is bolted together. Bring artwork to secure facility for refinishing. Paint restoration must be coordinated with the art conservation team. Once the conservator is satisfied with the surface treatment, re-install artwork at new site with newly designed lighting system, pedestal, and stainless steel identification signage. It is assumed that major concrete casting is needed for both a new foundation and support structure above grade, the footprint is at least 1400 sq. ft. There may be extensive landscaping and some excavation at the site. In addition, contractor may need to work with Georgia Power and city officials to establish a new utility hook up and conduit lighting system that will up-light the artwork, be durable and have a timer control system. All of the above will be accomplished at an undetermined site within Freedom Park or a site of the city's choosing. All hardware will be rated as structural engineer calls. Hired contractor team is responsible for all engineering, blueprint drawings, city permitting, city certifications and approvals, rigging, shipping, and art moves.

PUBLIC ART INFRASTRUCTURE BOND PROJECT LIST

General Improvement Projects

(see Item 21. Substitutions in Part I: Information and Instructions to Proponents)

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.01	Decode / Recode	William F. Conway	Decatur St. at Peachtree Center Ave. 30302	Latitude : 33.762564 Longitude : - 84.382166	Professional industrial coating painters, pressure washing, electrician, signage, masonry

Structural Repairs, Metal Painting: Missing components are approximately 25 missing metal formed dimensional letters and signage related components. Sizes and font of missing components vary and are generally attached via metal stems with anchor system. There will be numerous concrete repairs.

1. Secure site. Set up construction fence. Lane closure will be required for small percentage of concrete restoration.
2. Paint restoration, sand and prep all surfaces, paint and prime in industrial urethane as recommended by art conservator (Examples of coatings used on public art are Tnemec or PPG PSX700 2 part urethane). For correct surface prep, disassembly of sheet metal at roof structure is needed. These sheet metal items can be prepared and painted off site and installed after substrate is refurbished and repainted. Carefully document and mark orientation of perforated sheet metal components. New hardware may be required. Arborist needed to trim back trees that encroach on roof of pavilion and clear branches that touch artwork. Rust abatement treatment will be required. Skate deterrents to be installed strategically to concrete berms and benched to discourage skating. Cementitious repairs are needed at concrete benches, partitions, and berms. Structural repairs, cement and masonry repairs at footwall, electrical work for lighting.
3. Inspect foot wall and concrete berm for spalling, cracks, missing components, and poor quality expansion joints. Repair losses in cement being careful to match existed and blend in to existing.
4. Pressure wash all plaza and walls on that corner and sidewalk spanning 1 block in the North- South direction.
5. Remove metal drainage grates at Decatur St and remove all sediment and clean drains. Haul off debris. Plumber with industrial snake is likely needed to clear sewer drains. Test clearance of obstruction and proper drainage with city manager.
6. Apply poultice to remove ferrous stains from cement on footwall.
7. Redo silicone at expansion joints on footwall with architectural grade silicone in buff color
8. Remove and repair all existing can lighting with vandal proof model of fixture with ample lumens. These will need a flat grill lens cover to reduce tripping hazard.
9. Replace missing bronze artist plaque (approximately 16" x 12").

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1997.03	Architect For the Future	Doug Haugen	Marietta St. at Broad St.	Latitude: 33.755164, Longitude: 84.390779	Professional engineer-foundation specialist, electrician

Foundation Specialist, Electrician: Drainage issues at base pedestal. Concrete rising on one end via a poly-foam injection or install drainage system.

1. Circular plaza with wall on three sides is graded incorrectly to hold water instead of draining water.
2. An engineer is required to design a solution that will correct water drainage issues by installing a drain / drains or create an elevation change to one side of the small pedestal via a polyurethane foam injection below grade.
3. The safest and least risk to artwork and granite is desired, most functional, and economic solution is desired. It is estimated a grade shift of half of 1 percent on the eastern side would resolve the drainage issue. Another solution would be core drilling the granite, installing a stainless steel drain and pvc pipe that channels water to French drain.
4. Inspect existing two lighting canisters with an electrician and repair and replace seals and bulbs as needed to bring to like new status the existing lighting. Ensure that electrical hook up is good and repair system as needed.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1986.02	Margaret Mitchell Square	Kit Yin Snyder	Peachtree St. NE 30303 Margaret Mitchell Square	Latitude : 33.75747 Longitude : - 84.387909	Electrician and fountain specialist, masonry and weather seal specialist

Cleaning & Stone Repair, Lighting inspection: This is a large fountain that is 30' high in elevation with two large pools and a V shaped plaza. Drain both pools with sump pumps and clean all surfaces inside basins and fountain, and plaza with a pressure washer and an art conservation grade (art conservator approved) stone cleaner. Requires upgraded lighting and electrical, fountain upgrades in the vault, weather sealing, extensive mortar repairs, and some granite cobble repairs. Secure site with construction fence. Stainless steel sculpture must be protected while cleaning and repairing stone above and below. 1. Large granite plaza requires cobble match and mortar repairs, filling two 3' circular openings and at least one other large bare space near steps. Plaza is approximately 120' x 20' and requires deep cleaning and mortar repairs, sealant. 2. Repair missing and damaged cobble and sidewalls at the interior and floor of basin and basin cobble, paver, and grout repair throughout which is extensive. Fix grade at sink hole in front of main basin steps. 3. Lighting is not secured properly, maintenance all lights, secure with non-corrosive hardware. Service lights to make all fully functional and secure. 4. Lighting that is accent type tubes at stainless handrails (toward Library) on steps requires new system and fixtures that are vandal proof and get working again. 5. The upper basin has leaked in the past, inspect and upgrade weather seal above to fountain standards. Same with lower returns and overflow ports.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.29 CA1996.32	Auburn Historical Plaques	Owens, Brian	Auburn Ave,	Latitude : 33.755839 Longitude : - 84.383792	Weather Seal Specialist, Granite specialist

General Repairs: Artwork consists of four granite veneer pedestals with 2 bronze plaques per unit. The bronze is in good condition. The sites are in poor condition. There are four sites, all similar, within 1/2 mile of one another, all on same street. 1. Weather seals replaced where worn, 2. Up-right granite bollard and repair damaged benches. 3. Plaza in immediate area of pedestals and benches to be repaired with matching custom pavers.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1980.01	Brave Service, Rescue Monument	Steinman, M	Woodruff Park, Peachtree St. SW at Auburn Ave. (Within a City Park)	Latitude : 33.755839 Longitude : - 84.388599	Concrete Specialist

Concrete Specialist: New foundation needed for small artwork which is stainless steel and bronze and rectangular shape. 1. Remove art and store until new concrete foundation is poured and cured 2. Excavate dirt at footprint of artwork and remove all excavated dirt from site. 3. Make a form with wood and rebar and pour base in concrete below grade and level. 4. Reinstall art and keep surrounding lighting and landscape plantings.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2009.06	The Horn Section	Zach Coffin	Cleopas R. Johnson Park, Atlanta GA 30314	Latitude : 33.748522 Longitude : - 84.405189	Landscape and electrician lighting specialist

Landscaping and lighting: Address footprint of sculpture plaza and lighting bases. Plaza is made of granite dust and Portland cement mixture that is porous and drains water but hard. 1. This granite dust circular plaza and cobble requires cementitious patching and repairs. It is a porous hardscape. This is a cementitious repair will consist of mixture of granite dust and Portland cement formula. Landscaper to repair hardscape circular area to repair cracks and spalling near boulders and even under ledge of rocks 2. The lighting requires repairs including but not limited to new lenses and grille covers for up-lighting. Additional directional lighting of at least two fixtures should be installed. New light sensor or timer to be installed to control all existing lighting but must be encased in stainless steel box to protect from vandals. Previous lighting installed did not offer enough lumens. The city wants to test new lighting on site and at night to correct lighting of monument. There are 5 in ground fixtures. One or two units have broken lens or protective grills that are damaged and need replaced. The control switch is light sensitive and was destroyed by vandals. Create a vandal proof system to protect externally mounted control switch. Additional lighting to be installed to same system and tie in with boring. 3. Create cobble border around new lighting to match existing. This is to keep lawn equipment off light boxes.

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.35	Heratige Park Memorial	Dimitropoulos Pearsall Romm	Crumley St. SE (Between Frazer St. / Reed St.) 30312	Latitude : 33.73969 Longitude : - 84.385715	Professional mason and granite architecture specialist, electrician, signage company
<p>Electrical & Granite Repairs: lighting replacement of accent lighting embedded in footwall, granite panel repairs specialist for stone replacement of some granite, weatherproofing and flashing. 1. Design a weatherproofing system and build / install at top of granite archway. The fabric weatherproofing at top of arch has failed and was removed by weather conditions. The top of arch is wide open and ice in particular needs to be prevented. First set is to design a weather flashing system for city approval. This shall be a sturdy system, pre- approved by city managers, and one option is to place aluminum sheet metal panels for flashing. 2. Set up a 6' construction fence around site. 3. Replace damaged granite sidewall of archway. Panels are approximately 6' x 4' x 1.5" 4. Inspect granite attachment from top of archway and replace missing clips and rehang Make sure panels are hung correctly by viewing from above at interior and replace or add granite hanging clips as needed. Remove and rehang existing and new panels as needed. 5. New architectural grade silicone weather seals throughout archway. Charcoal color architectural grade silicone. Remove existing caulking one panel at a time and replace caulking as moving around archway. This is done this way (one at a time) to keep panels from shifting. The caulking specified is Dow Corning 795 or equivalent. The color in the case is charcoal, not black or grey. 5. Redo grouting and expansion joints at circular footwall that surrounds plaza. 6. Redo grouting and expansion joints at and base of black granite archway. Document signage, remove and replace with new and similar etched stainless steel unit. Requires design work, manufacturer, and install crew. The sign should be stainless steel and installed with anti-theft hardware. 7. Electrician to remove lighting at plaza floor and replace with an LED system with new fixtures and lens covers as well as modified for anti-theft hardware. Remove and replace all embedded accent lights or repair to full functionality and replace lens grill covers 8. The plaza and circulate wall is to be cleaned with a safe concrete cleaner such as by Enviroclean by Prosoco company or equivalent. Test product for effectiveness prior to use. Cleaning chemically with less reliance on high PSI cleaning is desired by city managers. New masonry pointing throughout the round plaza is needed. 9. Bring multiple numbered stencils and match to correct size and typeset on plaza. Repaint each number with industrial silver paint. Mask off area well to avoid overspray. This will need to redone annually so document and purchase secondary stencil sets at same time to match current for future use.</p>					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1993.01	Musical Playscape	Bond Anderson	1530 Woodbine Ave. SE 30317	Latitude : 33.752982 Longitude : - 84.335815	Carpenters
Custom deck repairs and replace damaged and badly worn wood on all surfaces of deck, guardrails, and plaza					
Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA2005.01	Dial's The Bridge	Thornton Dial	Ponce de Leon Ave. / Freedom Pkwy 30306	Latitude : 33.773607 Longitude : - 84.359469	Conservator, Industrial Coating Painters, Electricians, Landscapers

Granite / Electrical Repairs: The site is to be masked off surrounding metal. The granite inlayed historical plaques require professional cleaning and grout redone. The lighting fixtures (10) require upgrades via replacement of fixture. An LED system is recommended and it must be metal clad and vandal proof. Electrical system is intact and functioning. The surrounding planter at the pedestal has landscaping that requires boxwood removal and replacement with low lying foliage.

1. Clean the concrete base top with a concrete cleaner.
2. Concrete is alkaline and is damaging to oil based coatings such as alkyds. Moisture in the concrete has vapor pressure that will push off a paint coating. First prime the concrete with an appropriate sealer to stop vapor pressure from pushing off alkyd topcoat.
3. Spray coat the sealed concrete top of the base and all surfaces of the sculpture with a top quality silicone alkyd in black gloss such as PPG Keeler & Long Poly-Silicone Enamel.

ELECTRICIAN:

1. Replace and all failed uplighting

Accession No.	Title	Artist	Location	Coordinates	Contractor Type/Skill Set Required
CA1996.45	Tower of Time	Martin, Toby	2405 Fairburn Rd. SW 30331	Latitude : 33.689024 Longitude : - 84.514405	Masonry, Industrial Painters, Metal Fabricators, Electrician

Paint, Masonry Electrical, General Repair: Secure site with construction fence and set up scaffold or articulating lift. 1. Electrician to fix LED rope lights by changing and augmenting clip retainer system for permanence. 2. Restore aluminum chimes with new parts that are custom fab and stainless or aluminum hardware, 3. Mason to install missing bricks and repoint all mortar on structure and match mortar first and get match pre-approved by project supervisor. 4. Industrial coatings - sand and paint all metal work with Urethane industrial coatings to match original. 3 coat minimal. Priming with red primer needed -Surfaces to present as smooth. 5. Weather proofing with architectural grade silicone is needed on monument. Any holes in metal plate to be patched with stainless steel disk or weld fill. Water holds at bottom horizontal metal disk. Correct drainage at that point so water no longer holds. This may involve removing disk and putting an armature underneath that is concealed so that water drains away from center.

EXHIBIT A.2

COST PROPOSAL

Exhibit A.2 - Cost Proposal
FC-8463, Public Art Restoration Program

#	Accession #	Title	Council Dist.	Location	Scope	Cost Proposed
1	CA1895.01	Eskine Memorial	1	840 Cherokee Ave. SE 30312	Restoration of bronze	
2	CA2009.04	Anchored Sail	1	1955 Compton Dr. NE 30315	Structural Repairs, new bearing, and paint	
3	CA2008.03	Andrew Young Tribute Plaza	2	Walton Springs Park	Refinish plaza and obelisk. Reseal plaza and obelisk, repoint granite wall as needed.	
4	CA1998.01	The Last Meter	2	400 Park Dr. NE 30306	Structural and bronze Repair/Restoration.	
5	CA1976.01	Isamu Noguchi	2	400 Park Dr. NE 30306 Piedmont Park	Paint Restoration	
6	CA1911.01	Peace Monument	2	Piedmont Pk	Bronze Restoration	
7	CA2002.01	Our City	2	Ponce De Leon	Tile restoration	
8	CA1993.03	Evolution	2	Ponce De Leon	Tile restoration	
9	CA1969.02	Atlanta From the Ashes	2	Peachtree St SW 30303 Woodruff Park	Bronze restoration	
10	CA1969.01	La Famillia de Pie	2	Piedmont Ave. / Pine St. NE 30308	Fiberglass repairs	
11	CA1994.03	Memorial: Carpets, Panels and Books	2	254 Peachtree Street 30303	Metal restoration	
12	CA1994.01	Ceremonial Circle	2	Detention Center,	Bronze Restoration	
13	CA2003.14	Shango y Eshu-Elegba En La Corta De Atlanta	2	150 Garnett St. SW 30303	Inspection / Painting	
14	CA2003.13	City Court Gate	2	150 Garnett St. SW 30303	Inspection / Painting	
15	CA1996.05	Ex-Static	2	Pine St at West Peachtree St NW 30308	Restore structural damage, repaint interior yellow, replace cable hardware	
16	CA1996.21	Carnegie Education Pavilion	2	310 Peachtree St. NE 30308	Structural Repair	
17	CA1994.06	Untitled Children's Mural	2	254 Peachtree Street 30303 Atlanta City Detention Center	Fine Art Painting Restoration	
18	CA1891.01	Henry Grady	2	101 Marietta St NW 30303 / Street Median	Bronze restoration	
19	CA1996.06	Five Points Monument	2	Decatur St. at Peachtree St 30303	Bronze Restoration	
20	CA1996.17	John Wesley Dobbs	2	Dobbs Plaza	Bronze Restoration	
21	CA1981.	Emerging	2	Walton Springs Triangle	Bronze Restoration	
22	CA1981.03	Phoenix	2	Broad St. Plaza	Metal Restoration	
23	CA1986.01	Urban Path	3	709 Hortense Place NW 30318	Bronze Restoration	
24	CA2003.05	Legends	3	102 Ollie St. NW / Lena St NW 30314	Paint / Metal Restoration	
25	CA.X.06	Charles Lincoln Harper	3	Charles Harper Pk. Ashby at Mayson	Bronze Restoration / Granite base repair	
26	CA1927.01	Booker T. Washington Lifting The Veil of Ignorance	4	45 Whitehouse Dr. SW 30314	Bronze Restoration	

#	Accession #	Title	Council Dist.	Location	Scope	Cost Proposed
27	CA1995.02	Why X Why	4	Connally St. / Kelly St. NE 30312	Paint / Metal Restoration	
28	CA1996.10	Reunion Place	4	477 Windsor St. SW 30312	Structural Repairs	
29	CA2009.05A-B	Our Tree	4	742 Catherine St SW 30310	Structural Repairs / Paint Restoration	
30	CA1996.04	Games	4	Capital Ave.	Metal Restoration	
31	CA1996.12	Summerhill Rebirth	4	Phoenix Park III	Tile Restoration	
32	CA1997.01	Meeting of the Elders	4	983 Ralph David Abernathy Blvd. SW 30310	Tile Restoration / Paint	
33	CA2007.02	Cattail Fence	4	Sells Ave. / Lawton St. SW 30310	Rust abatement	
34	CA1977.03	Cometh the Sun	4	Gordon St. / White St. 30310	Corten Steel Restoration	
35	CA2009.08	Falling Waters	5	Fire Station #18	Tile Restoration	
36	CA2013.01	Tree of Life and Kan	6	Freedom Park	Metal Restoration	
37	CA1996.22	New Endings	6	Freedom Park at Euclid and North Ave.	Bronze Restoration,	
38	CA1978.01	Bulwarks II	6	Virginia Ave. / Lanier Blvd 30306	Corten Steel Restoration	
39	CA1970.02	Untitled	7	100 Bagley St. / Pharr Rd NE 30305	Paint restoration and bearing replacement.	
40	CA2003.01	Peachtree Hills Rec. Center Tile Mosaic	7	308 Peachtree Hills Ave. 30305	Tile Restoration	
41	CA2003.03	Adamsville Music Pavilion	10	3201 Martin Luther King Jr. Dr., SW 30311	Paint restoration, re-attach stainless bench	
42	CA1978.02	Not to Scale	10	340 W. Manor Cir. SW / Benjamin E. Mays Dr. SW 30311	Corten Steel Restoration	
43	CA1994.02	Attaining Goals	12	365 Cleveland Ave. 30315	Metal / Paint Restoration	
					RESTORATION TOTAL:	
44	CA1996.24	Threshold	2	Peachtree St Atlanta, GA 30303 / Underground Atlanta	Bronze restored and paint applied to pedestal.	
45	CA1987.01	Free Nelson Mandela	2	Piedmont Park	Bronze Restoration,	
46	CA1996.25	Birth of Atlanta	2	50 Alabama St. SW 30303 Underground Atlanta, Visitor Center	Remove, restore, re-install. Must build new site for art on concrete piers to get elevation.	
					RELOCATION TOTAL:	
47	CA1996.01	Decode / Recode	2	Decatur St. at Peachtree Center Ave. 30302	Structural repairs: metal, paint, concrete	
48	CA1997.03	Architect For the Future	2	Marietta St. at Broad St.	Concrete raising on one end via a poly-foam injection or install drainage system.	
49	CA1986.02	Margaret Mitchell Square	2	Peachtree St. NE 30303 Margaret Mitchell Square	Cleaning of metal artworks, and walls of fountain, cobble repair, lighting, fountain upgrades	
50	CA1996.29 - CA1996.32	Auburn Historical Plaques	2	Auburn Ave,	Weather seals replaced where worn, granite bollards righted if fallen, granite benches repaired if damaged.	

#	Accession #	Title	Council Dist.	Location	Scope	Cost Proposed
51	CA1980.01	Brave Service, Rescue Monument	2	Woodruff Park	New foundation, remove art, pour base in concrete below grade and level. Reinstall art and keep surrounding lighting and landscape plantings.	
52	CA2009.06	The Horn Section	4	Cleopas R. Johnson Park, Atlanta GA 30314	Cleaning at high elevation using lift, attempt to even galvanized surface of metal structure, address footprint landscaping and broken lighting.	
53	CA1996.35	Heritage Park Memorial	4	Crumley St. SE (Between Frazer St. / Reed St.) 30312	Granite repairs, replacement of some granite, weatherproofing	
54	CA1993.01	Musical Playscape	5	1530 Woodbine Ave. SE 30317	replace damaged and badly worn wood on all surfaces of deck, guardrails, and plaza	
55	CA2005.01	Dial's The Bridge	6	Ponce de Leon Ave. / Freedom Pkwy 30306	Repainting and restoring vandalized components, insect abatement, landscaping, lighting system	
56	CA1996.45	Tower of Time	11	2405 Fairburn Rd. SW 30331	Fix lights, restore chimes, install brick, and paint	
					GEN. IMPROVEMENTS TOTAL:	
TOTAL COST PROPOSED:						

Dated the _____ day of _____, 20_____.

Corporate Proponent:
[Insert Corporate Name]

Non-Corporate Proponent:
[Insert Proponent Name]

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**Corporate Secretary/Assistant
Secretary (Seal)**

Notary Public (Seal)
My Commission Expires: _____

EXHIBIT B

DEFINITIONS

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

“Applicable Law(s)” means all federal, state or local statutes, laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider’s subcontractors; (c) the Agreement and the Contract Documents; or (d) the performance of the Services under this Agreement.

“Charges” means the amounts payable by City to Service Provider under this Agreement.

“City Security Policies” (to be inserted in Final Agreement if deemed applicable).

“Code” means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Service Provider will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Service Provider.

“Person” means individuals, partnerships, agents, associations, corporations, limited liability companies, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Responsible Bidder- means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. A Bid which is accurate and complete, with respect to Bid Schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

“Service Provider Personnel” means and refers to Service Provider employees or subcontractors hired and maintained to perform Services hereunder.

“Third Party” means a Person other than the Parties.

EXHIBIT C

AUTHORIZING LEGISLATION

(To Be Inserted in Final Agreement)

EXHIBIT D

CITY SECURITY POLICIES

(As Applicable)

**CITY OF ATLANTA
OFFICE OF FACILITIES MANAGEMENT
ENVIRONMENTAL, HEALTH, SAFETY AND SECURITY
CONTRACTORS' MANUAL**



CITY OF ATLANTA



OFFICE OF FACILITIES MANAGEMENT

**ENVIRONMENTAL, HEALTH, SAFETY
AND SECURITY**

CONTRACTORS' MANUAL

*Safety comes before all else –
"ZERO ACCIDENTS"*

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Contractor's Check List

1.0 INTRODUCTION

The Office of Enterprise Assets Management (OEAM) manages a number of facilities that provide for work, learning, and recreation.

OEAM is committed to providing a safe and healthy working environment for citizens, employees and contractors. It is our mission to ensure all activities in City of Atlanta facilities are carried out safely and in full compliance with relevant laws.

Unsafe work practices can result in serious injury and damage to property. These damages can result in large financial penalties for employees and contractors alike.

2.0 WHAT IS A HAZARD

A 'hazard' is something that may cause harm or injury. Workplace hazards include moving parts of machinery, working at heights, slippery floors, electric energy, excessive noise, toxic or flammable substances, and/or lifting heavy objects.

3.0 WHAT IS A RISK

A 'risk' is the likelihood that a hazard will cause specific harm or injury to persons or damage to property.

3.1 WHAT IS A RISK ASSESSMENT

A Risk Assessment is the process of identifying safety and health hazards associated with work. Assessing the level of risk involved, and prioritizing measures to control the hazards and reduce the risks.

3.2 WHAT IS RISK MANAGEMENT

Risk Management, like risk assessment, involves assessments of risk associated with any work activity. It also includes control and monitoring of such risks.

3.3 CONTRACTOR'S BASIC RESPONSIBILITY

Everyone working on sites under the purview of OEAM is obligated to take reasonable care to:

- * Ensure the health and safety of the employees and public;
- * Avoid risking the safety and health of any other person;
- * Assist new site personnel in recognizing job hazards and following necessary procedures;
- * Ensure their work site is safe for themselves and others;

- * Practice good site housekeeping to minimize risk of avoidable accidents;
- * Identify OEAM before starting any work:
- * Be knowledgeable of all activities which could potentially pose a safety threat, hazard or danger to the safety of any person; and
- * Immediately take effective action to eliminate any safety hazard.

3.4 **WAIVERS**

Deviations from the procedures defined herein are not permitted without written authorization from the Director of the OEAM.

4.0 **GENERAL**

4.1 **HAND PROTECTION**

Gloves should be worn to prevent burns, abrasions, pinching, and to provide protection from electric shock, etc.

4.2 **HAIR PROTECTION**

Where there is danger of hair entanglement in moving equipment or exposure to ignition, steps must be taken to keep the hair close to the body.

4.3 **SAFETY SHOES**

For maximum foot protection, workers should wear safety shoes with toe protection and slip resistant soles. Suitable work shoes are defined as having durable soles and substantial leather upper tops that can be securely fastened or tied. Soft canvas, nylon, athletic or cloth type footwear are neither acceptable nor permitted.

4.4 **HEARING PROTECTION**

At a minimum, hearing protection must be worn where signs indicate hearing protection is required or where equipment exceeds acceptable noise limits. Contractors shall also provide hearing protection in accordance with their responsibilities under the Occupational Safety and Health Administration (OSHA) hearing conservation requirements.

4.5 **EYE PROTECTION**

Eye protection with side shields must be worn in areas designated by OEAM. Safety glasses must meet ANSI Z87.1 standards for Occupational Eye Protection (marked as such on the glasses). Additional eye protection (e.g. goggles, faceshields) must be

considered when significant hazards from sources such as particles, dust, electricity, heat, chemicals, and/or grass and other debris are present.

4.6 RESPIRATORY PROTECTION

If the work assignment requires respiratory protection equipment, employees must receive training, a medical evaluation and a respirator fit test. Prior to use, the contractor must select the appropriate respirator for the work to be performed. The contractor must have a written respirator program that complies with OSHA requirements.

4.7 ALCOHOL AND OTHER DRUGS

The contractor agrees to advise its employees and sub-contractors of OEAM's policy on the use, possession, sale and distribution of alcohol, drugs or other controlled substances in the workplace. Persons affected by alcohol, other drugs or medication which impair function are not permitted to carry out work assignments. Where it is observed that a contractor's staff may be affected by alcohol or other drugs, the matter will be referred to the contractor who will be required to take immediate action. The incident will be recorded by the OEAM/Facilities Management staff.

4.8 BEHAVIOR ON SITE

HARASSMENT & INAPPROPRIATE LANGUAGE

Contractors are advised that offensive language (e.g. swearing), offensive behavior and harassment are not accepted under any circumstances. All forms of harassment are unacceptable. Offensive behavior and/or language includes all behavior that reinforces inappropriate demeaning or discriminatory attitudes or assumption about persons based on age, race sex, sexual orientation, marital status or disability. Whistling unsolicited remarks of a sexual nature is specifically prohibited.

4.9 FIRST AID AND MEDICAL EMERGENCIES

It shall be the contractor's responsibility to provide first aid, transportation, and emergency medical services for their employees at any work site.

4.10 EVACUATIONS

The contractors must be familiar with the evacuation routes, assembly, and staging areas for their work locations. When a building alarm sounds or notice is given to evacuate, individuals must evacuate immediately. Evacuees must remain in the

assembly or until the all-clear signal is given. If the contractor has information relating to the emergency, the contractor shall notify the Director of Facilities for OEAM.

4.11 **ACCIDENT & INJURY REPORTING**

An 'accident' is defined as an unexpected or undesirable event especially one causing injury or damage.

An 'incident' is a potentially hazardous event which did not cause injury or damage but could have. All accidents and incidents must be reported to the Facilities Director as soon as possible. If serious personal injury or damage to the facilities occurs the area must be left 'as is' until advisement is received.

4.12 **FIRE & SAFETY PROCEDURES**

Fire extinguishing equipment shall be located and readily accessible. Employees shall be aware of location of all fire extinguishers.

4.13 **ACCIDENT, ILLNESS AND INJURY INCIDENT INVESTIGATIONS**

It shall be the contractor's responsibility to thoroughly investigate all serious or potentially serious accidents or incidents involving the contractor's staff at sites under the purview of the OEAM.

4.14 **SMOKING POLICY**

It is the contractor's responsibility to ensure their employees are in compliance with the City of Atlanta's policy of a smoke-free environment.

4.15 **CERTIFICATED PERSONNEL**

The contractor's shall only employ persons holding appropriate certificates and qualifications to perform any part of the work required by OEAM.

4.16 **LICENSES**

Copies of **current and valid licenses and permits** are to be made available to OEAM before commencing assigned work.

- Plumbing
- Gas Fitting
- Electrical Work
- Structural

- Carpentry/Minor Maintenance (Carpenters Trade Qualification)
- Refrigeration and Air Conditioning
- Forklift
- Elevated Work Platform
- Hot Work

4.17 CORRECTIVE ACTION

The Contractor must notify OEAM of the completion of any corrective actions identified as a result of an accident, illness or injury incident investigation.

4.18 VEHICLE SITE REQUIREMENTS

It shall be the contractor’s responsibility to assist in the control and identification of non-authorized vehicles entering work sites and reduce the potential for vehicle accidents on-site. Contractor’s leaving vehicles on site for extended periods shall be required to leave keys with the loading dock security personnel on duty.

4.19 VEHICLE SITE OPERATION

It shall be the contractor’s responsibility to ensure employees operating specified equipment and vehicles on-site comply with all statutory requirements.

- * All vehicles, loaders, cranes, forklifts and trucks must comply with the road rules of the State of Georgia;
- * Contractor employees must have a valid driver’s license; and
- * Cell phones other than “hands free” types shall be prohibited while operating one of the above referenced vehicles, while on the premises.

It is the contractor’s responsibility to ensure that all cranes and mobile equipment to be used are certified as being safe operating condition prior to their arrival on site. Certification must be made available to OEAM upon request.

4.20 NOTICES AND SIGNS

It shall be the contractor’s responsibility to erect and maintain standardized safety signs that can be quickly recognized and understood; signs must be located where the message is legible, attracts attention and is clearly visible.

4.21 HOUSEKEEPING

It shall be the contractor’s responsibility to ensure amenities are in a clean and hygienic state and provide standard bins so waste does not litter the workplace. The contractor must also secure material in an organized and safe manner.

5.0 SECURITY REQUIREMENTS

Contractors and their employees assigned to work at sites under the purview of OEAM are expected to abide by all building security policies. These policies do not relieve the Contractors of their contractual duties. OEAM will not be responsible for any lost, stolen or damage to the contractor equipment.

5.1 IDENTIFICATION

Identification badges supplied to contractors by OEAM must be kept on the person at all times.

5.2 INSPECTION POLICY

OEAM reserves the right to inspect all property, including but not limited to personal property, while the on premises.

5.3 TERMINATION OF WORK ASSIGNMENTS

Upon termination of the Contractor's assignment:

The contractor must immediately notify OEAM of job completion; and all City of Atlanta issued identification badges and keys must be immediately returned to the OEAM project manager/OEAM representative.

5.4 EMPLOYEE TERMINATION

The contractor will not conduct employee terminations on City of Atlanta premises.

5.5 REASSIGNMENT OF WORKERS

Individuals whose prior employment ended as a result of involuntary termination for misconduct on the City of Atlanta premises are not permitted to work on any other City of Atlanta property, and should not be assigned without prior written authorization from OEAM.

5.6 SECURITY REPORTING

Actions and behaviors that are contrary to providing a safe and secure work environment will not be tolerated and must be immediately reported to OEAM. This information should include, but not limited to:

- *Harassment of any kind;
- *Theft, damage, or misuse of COA property;
- *Disorderly, violent, or threatening conduct or suspicious behaviors, situations, and/or incidents;
- *Criminal activities;
- *Being under the influence of alcohol or drugs while on City property;

- *Possession of dangerous weapons, explosives, firearms, unauthorized chemicals;
- *Unauthorized access into restricted areas;
- *Violation of any City policies or codes;
- *Any activity or behavior that presents an increased risk to site workers, facilities, or the City of Atlanta.

6.0 HAZARDOUS MATERIALS AND SUBSTANCES

Contractors must be certain of properties of every substance handled in sites under the purview of the OEAM. Take every precaution as directed; by the MSDS, know the protective equipment needed. In addition employees should be aware of how chemicals and substances can contact the body and how that contact can be prevented.

6.1 APPROVAL FOR HAZARDOUS MATERIAL USE

The use of all hazardous materials (solids, liquids, gases, and compressed gases) on City sites requires written approval from the OEAM prior to use. Contractors are limited as to the amount of hazardous materials they may store at sites during the work.

6.2 MATERIAL SAFETY DATA SHEETS (MSDS)

Contractors must maintain a current copy of the MSDS (Material Safety Data Sheets) for each hazardous material and a current inventory of all hazardous materials brought onto the site. MSDS must be maintained at the work site and must be easily accessible to contractors, employees, and to OEAM during normal working hours.

6.3 CHEMICAL STORAGE

All chemicals on City properties must be used and stored according to manufacturer's recommendations on the MSDS. Incompatible chemicals must be separated. Storage cabinets and ventilated storage areas may need to be provided to reduce fire, explosion or health risks and should remain secured at all times.

6.4 CONTAINER LABELING

Chemicals brought onto the site by contractor must bear labels identifying the chemicals and the associated hazard warnings.

Spill Prevention and Response

OEAM procedures for the prevention and reporting of spills and/or releases of oil or hazardous materials are outlined below:

6.4.1 SPILL PREVENTION

Contractors shall have available equipment that is suitable and sufficient to control potential spills. The contractor is responsible for identifying conveyances to the environment.

The Contactor is responsible for the proper storage of all flammable and combustible chemicals that are brought or stored on the City of Atlanta facilities. Storage of these chemicals may require the use of safety containers or cabinets.

6.4.2 **SPILL RESPONSE**

Contractors must immediately notify OEAM of any spill or releases. If a spill occurs the contractor must follow these steps:

Step 1- Contain the Spill

- *Prevent further spillage
- *Contain what is spill
- *Follow MSDS (Material Safety Data Sheet) information
- *Block stormwater drain inlet

Step 2- Report the Spill

- *If it is a large or dangerous spill immediately notify OEAM.

Step 3- Clean up

- *Clean up the spill as quickly as possible (reduce risk of pollution running off the site)
- *Never wash chemicals down the drain (either inside or outside), or pour chemicals onto the ground. Never leave chemicals to wither; they may be washed into waterway.
- *Use absorbent material to contain the spill. The contractor is responsible for the proper collection, storage and disposal of waste material in c compliance with EPA (Environmental Protection Agency) and the DEP (Department of Environmental Protection) regulations.

6.5 **PEST CONTROL**

The Contractor shall not use any insecticide products in City properties unless such activities are part of your contracted work. It shall be the contractor's responsibility to maintain his/her Pest Control license governed by the State of Georgia (Agriculture Department); employees must be trained and licensed. The contractor's must ensure that they perform site treatments in a manner that minimizes the potential of pest infestations.

6.6 **HAZARDOUS WASTE MANAGEMENT**

Contractors must provide OEAM with a list of actual and potential hazardous wastes to be generated during a project. Removal of waste generated by a contractor as part of its work is the responsibilities of the contractor. The contractor must ensure that hazardous waste is properly identified, stored, transported and disposed of in accordance with all applicable local, state and federal laws. The contractor's employees must be appropriately trained to handle hazardous waste safely and in compliance with all applicable laws.

6.7 REPORTING CHEMICAL SPILLS

In case of a spill, the contractor must contact OEAM followed by a written incident report to OEAM within twenty-four (24) hours of the occurrence. The written report must include the following information:

- *Description of the spill and estimated quantity spilled;
- *Date and time of the spill;
- *Copy of MSDS for material spilled; and
- *Steps taken to reduce, eliminate, and prevent recurrence of the spill.

6.8 HAZARDOUS CHEMICAL TRANSPORTATION

At no time should hazardous material be transported in a manner that could result in an unsafe condition for the public. The transportation of hazardous material shall be conducted in accordance with the Department of Transportation (DOT) Hazardous Materials Regulations for proper packaging; marking, labeling, handling, and documentation.

6.9 HAZARDOUS COMMUNICATION (HAZCOM)

The Contractor shall develop and implement and maintain a Hazard Communication Plan, to be submitted to OEAM prior to any assignment that requires repairing or removal of any hazardous substance. The contractor shall submit an inventory of all hazardous chemicals that are used on each site. The contractor shall also ensure that all containers that are brought on site for storage (e.g. gas, paint, etc.) are labeled and inspected in accordance with all applicable regulations.

7.0 ENVIRONMENTAL REQUIREMENTS

7.1 ASBESTOS CONTAINING MATERIALS

Asbestos-Containing Building Materials (ACBM) and Potential Asbestos Containing Materials (PACM) may be present or encountered at some OEAM sites. The Contractor will inform OEAM of the presence of known ACBM in the work area. Upon discovery of materials suspected to contain asbestos, Contractors must stop work immediately and notify OEAM.

- *The Contractors' shall have an Asbestos and Demolition License available;
- *The Contractors' shall not break or crush asbestos sheeting;
- *The Contractors' must use water spray to minimize asbestos dust;
- *The Contractors' employees must wear a respirator as necessary;
- *The Contractors' must double wrap asbestos sheeting in plastic and clearly label;
- *The Contractors' must deliver asbestos waste to a recognized Waste Management Facility;
- *The Contractors' must manage and remove asbestos in strict accordance with the Occupational Health and Safety Regulations. Insulating materials shall be presumed to be asbestos containing material until a laboratory analysis determines material to be non-asbestos, or the material is labeled non-asbestos.

7.2 **EXAMPLES OF MATERIALS THAT CAN CONTAIN ASBESTOS INCLUDE BUT IS NOT LIMITED TO:**

Pipe insulation, pipe coating boiler skin, gaskets, packing, floor tile, transit panels, roofing materials, cable insulation, wiring, sprayed on insulation, and brake linings. Only trained and qualified personnel can remove or disturb Asbestos Containing Material (ACM). If any Contractors' employee suspects or is unsure as to whether materials contain asbestos, they are to immediately contact their supervisor for clarification.

7.3 **REMOVING OR DISTURBING ASBESTOS**

Asbestos Containing Material (ACM) or Potential Asbestos Containing Material (PACM) is removed or disturbed, the amount and reason for the work will determine which of four classes and the related work practices and training that will be required. DO NOT enter an asbestos regulated area unless you are trained and meet the requirements for entry.

7.3.1 **SIGNS AND LABELS**

Regulated areas will have "danger asbestos" signs any disposal bags containing ACM/PACM shall be double bagged and labeled.

7.3.2 **TRAINING AND CERTIFICATIONS**

Personnel must successfully complete the appropriate level and frequency of training to be able to abate and handle ACM/PACM, and must carry the original license card on their person.

7.4 **LEAD**

Contractors must contact OEAM to arrange for testing before beginning work that involves the disturbance (e.g., grinding, sanding, welding) of painted surfaces or areas that may contain lead.

7.5 **MOLD REMEDIATION**

This section provides guidance for contractors and employees who may encounter moldy or potentially moldy building materials. This section is first designed to prevent mold growth and second to ensure compliance during mold remediation activities. The following are EPA guidelines on how to prevent excessive mold growth from becoming a problem in City sites.

- Perform regular building/HVAC inspections and maintenance as scheduled;
- Clean and dry, wet or damp spots within 48 hours;
- Store all raw building materials to prevent exposure to precipitation and moisture prior to and during installation;
- Any newly installed materials found to contain excessive moisture must be removed and replaced at the expense of the contractor;
- Repair leaky plumbing and leaks in the building as soon as possible;
- Watch for condensation and wet spots, repair source(s) of moisture problem(s) as soon as possible;

- Prevent moisture due to condensation by increasing surface temperature or reducing the moisture level in air (humidity). To increase surface temperature, insulate or increase air circulation. To reduce the moisture level in air, repair leaks, increase ventilation (if outside air is cold and dry), or dehumidify (if outdoor air is warm and humid);
- Keep heating, ventilation, and air conditioning (HVAC) drip pans clean, flowing properly, and unobstructed;
Maintain low indoor humidity, below 60% relative humidity (RH), ideally 30-50%, if possible; Don't let foundations stay wet. Provide drainage and slope the ground away from the foundation; and
Minimize the use of wet extraction machines on carpets during humid seasons (i.e. summer).

The following are EPA guidelines on how to safely investigate and evaluate mold and moisture problems.

- Contact the Office of Environmental, Health, Safety and Security if a mold problem is expected or found;
- Do not touch mold or moldy items with bare hands;
- Do not get mold or mold spores in your eyes;
- Do not inhale mold or mold spores;
- Consider using PPE when disturbing mold. The minimum PPE is a N-95 respirator, gloves, and eye protection; and
- Consult Table 2 of the EPA's guideline for "Mold Remediation in Schools and Commercial Buildings" for Personal Protective Equipment (PPE) and containment guidelines.

7.6 REFRIGERANT GASES (CFCS)

It shall be the contractor's responsibility to collect Refrigerant Gases in specially sealed cylinders by a licensed waste disposal contractor. These CFCs are not to be released into the atmosphere as they are strong ozone depleting agents. CFC's and HCFC's must be recovered from air conditioning units during servicing or decommissioning.

7.7 PAINT STORAGE AND HANDLING

Painting operations can present significant hazards to both the painters and fellow workers in the work area. Specific precautions must be taken to control hazards when painting activities are in progress. If the surface to be painted requires preparation, determine if the current coating contains lead or if the material it is applied to contains asbestos. If either lead or asbestos is present, take the necessary precautions.

Flammable solvents or paints shall be handled only in approved safety containers and shall be properly identified and labeled. Brush or roller applications of paint shall be used when practical. Spray painting shall be used only after administrative and engineering controls are established. Any confined area where spray painting, or surface treating or cleaning with solvents is being done shall be properly ventilated and guarded against all sources of ignition including smoking, welding, and burning. Do not strike matches or go near open flame while

wearing clothing contaminated with flammable substance. Do not use gasoline as a cleaning or degreasing agent.

7.8 PRECAUTIONS WITH SOLUTIONS AND SOLVENTS

Kerosene, Naptha and other petroleum solvents are combustible liquids. When using these materials, particularly in spray or atomizing equipment, be sure there are no open flames or sparks in the vicinity. The work area shall be well ventilated. Sparks and flames must be kept well away from areas where acetone is used and stored. The quantity of acetone kept outside of designated storage areas must be no more than is immediately needed. Containers of acetone must be kept tightly closed when not in use. Transport small quantities of solvent only in approved, properly marked, safety containers. The container may require a grounding system to dissipate static charges.

7.9 FLUORESCENT LIGHT BULBS, ELECTRONIC AND PCB-CONTAINING BALLAST

Contractors removing fluorescent light bulbs are responsible for packaging the bulbs and ballasts, and delivering them to an on-site area designated by OEAM for recycling or disposal.

7.10 INDOOR AIR QUALITY

Contractors must contact OEAM before beginning activities that are likely to generate odors in or near occupied areas or building air intakes (e.g., use of paints, adhesives, and combustion engines or other odor-producing chemicals or processes). Additional ventilation or other process controls must be initiated to prevent buildup of vapors or gases that could result in health hazards, fire hazards, or nuisance odors.

7.11 WATER POLLUTION

It is against the law to place any material (other than clean water) in a position where it is likely to leak, fall or be blown into any drain or gutter that is used to receive rainwater. Allowing this to occur can result in an on-the spot fine or legal actions against a business or an individual.

7.12 EROSION AND SEDIMENT CONTROL

Contractors allowing material to enter a waterway or even leaving the material where it can be washed off-site could expect fines or legal actions. Soil, sand, cement and many other pollutants can be washed into waterways-harming wildlife and causing an array other problems.

7.13 STORM WATER SYSTEMS

Prior to starting any project the contactor is responsible for obtaining the proper storm water permit; develop site specific Storm Water Pollution Prevention Plan (SWPP) and implementing appropriate best management practices. The contractor must post the EPA Permit Number or the Notice of Intent (NOI). The contractor must provide a copy of the completed NOI and the Storm Water Pollution Prevention Plan to OEAM prior to any assignment.

7.14 CONTAMINATED SOILS

Soils may be contaminated with oil, asbestos, cyanide, heavy metals or any toxic material. OEAM must be informed about any incidence of soil contamination that may occur or be discovered. Contractors must contact a licensed waste disposal contractor to collect and remove contaminated soil in an approved container; such removal must be authorized by OEAM.

7.15 DECONTAMINATION

Some City facilities may contain process piping, process ductwork, and process tools that carry or contain hazardous materials. Decontamination verification must be completed before the pipes, ductwork, and/or process tools are removed from the site.

7.16 REGULATIONS

Clean Air Act regulates emissions of pollutant in the atmosphere include hydrocarbon vapors, emissions by treatment technology, unless air quality requires stricter limits.

Clean Water Act regulates the discharge of waste to receiving.

Resource Conservation and Recovery Act (RCRA) regulates generation, manifesting, transportation, storage, treatment and disposal of hazardous solid wastes, storage of fuels in underground tank.

Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) regulates the cleanup of leaking landfills, reporting spills of certain chemicals, the responsibility and liability for contaminated disposal cleanup.

Superfund Amendment and Reauthorization Act (SARA Title III) regulates emergency response plans, right to know issues, and chemical release reporting.

Occupational Safety and Health Act (OSHA) regulates employees' right to know, responsible for keeping work area free of hazards, specific procedures for job and industry safety.

Toxic Substances Control Act (TSCA) regulates commercial use of most chemical use disposal of Asbestos, PCB, CFCs, reporting all adverse health effects, use labeling, and documentation for chemicals that pose a risk to health or the environment. The law requires you to report any incident that you believe fits the description of possibly causing significant damage to human health or environment. That information should be reported to OEAM included the following:

- An illness or death associated with the use of products or related to chemicals used at a work location;
- Pattern of illness occurring among employees or customers;
- Results of laboratory experiments test which indicate potential adverse health, and environmental effects that may occur; and
- Spills or widespread contamination of chemicals not covered by other reporting regulations.

Hazardous Materials Transportation Act regulates hazardous material transported in commerce, activities associated with identifying and classifying hazardous material marking, labeling, placarding and packaging the material, and documentation of material, loading, unloading, incidental storage of hazardous material and reporting unintentional releases.

Safe Drinking Water Act enforces quality procedures for drinking water.

8.0 SAFETY REQUIREMENTS

8.1 SAFE PERFORMANCE SELF-ASSESSMENT

ASSESS THE RISK;

What could go wrong?

What is the worst thing that could happen, if something goes wrong?

ANALYZE HOW TO REDUCE THE RISK

Do I have all the necessary training and knowledge to do this job safely?

Do I have all the proper tools and personal protective equipment?

ACT TO ENSURE SAFE OPERATIONS

Take necessary actions to make sure the job is done safely!

Follow written procedures!

Ask for assistance, if needed

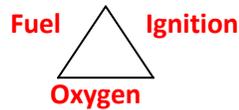
8.2 SAFETY SIGNS IN THE WORKPLACE

Warning signs and safety instructions have become a part of every day life in recent years and more so in the workplace. Workplace safety signs are simply markings placed by employers that identify a specific risk, hazards or other safety-related issues. Signs are used to warn employees and members of the public about dangerous substances like acid, or to point out fire exits. They also give general information or specific instructions about equipment that must be worn in designated areas. Some signs must be displayed as part of the health and safety rules to reduce risk while some industries carry other more specific requirements.

8.3 FIRE PROTECTION AND DETECTION SYSTEMS

When welding, cutting or grinding, follow established hot work procedures, including fire watch. Flammable and combustible liquids must be stored in proper containers and handled in accordance with regulatory requirements for bonding and grounding. Accumulations of combustible trash (oily rags, paper) are often prime spots for fire ignition and are not permitted by OEAM. It shall be OEAM to maintain fire protection equipment in a fully operational state. Report potential fire hazards to the immediate supervisor. Do not use flame or spark producing tools in areas where combustible gases or dusts exist. Exercise extra caution around coal transfer points due to increased dust levels. Observe all "no smoking" signs; do not obstruct exit doors, stairs or walkways.

8.4 FIRE TRIANGLE



Fuel can be oil or other petroleum products, solid combustibles such as paper, room furnishings or plastic, or natural gas

Ignition may be electrical, hot surfaces, welding sparks, hand tools, discharge static electricity, flashlights or cameras. Attention to hot work permitting and observation of electrically classified areas are key to keeping sources of ignition away from sources of fuel.

Oxygen is present all around us in the atmosphere these three combinations can be lethal; particularly when performing hot work. Oxygen sources should always be isolated.

8.5 FIRE CLASSES

Class A fires occur with wood, tress, coal, cloth and paper. The most commonly used extinguisher agent is water.

Class B-Fires occur with vapor –air mixture over the surface of flammable and combustible liquids such as, but not limited to grease, gasoline, hydraulic oil, diesel fuel and lubricating oil. The most commonly used fire extinguisher is a dry chemical, a carbon dioxide or water fog extinguishers can also be used.

Class C-Fires occur in electrical equipment where non-conducting extinguisher agent must be used, such as dry chemical, carbon dioxide, and halons are suitable. However carbon dioxide extinguishers are not recommended for outdoor use due to wind dilution. Foam and water conduct electricity and shall not be used to combat electrical fires.

Class D-Fires occur in metal only, involving combustible metal, such as magnesium, sodium, potassium, sodium-potassium alloys, uranium, and powdered aluminum.

Class K-Fires involving cooking oil and grease. These fire extinguishers are kept in kitchen facilities.

8.7 HOT WORK-WELDING, CUTTING AND BRAZING

Contractors must obtain authorization from OEAM prior to work activity and ensure that all safety precautions are met. Contractors must ensure that fire alarms are isolated. Adequate fire protection must be present, with suitable fire extinguishers attached to, or near each welding plant. Welders must use screens to protect all personnel from welding flashes and any waste produced during the welding process.

In addition, the contractor must also maintain the following in accordance with OSHA regulations:

- Proof of Hot Work Permit;
- Remove combustible materials from the area before beginning work;
- Elevate oxygen/acetylene hoses several feet above the work area or otherwise protect them from damage;

- Install anti-flash back (safety/check) valves in both the oxygen/acetylene hoses at the regulator;
- Shield adjacent area with welding partitions; and
- Have a second person stand by with an approved fire extinguisher for welding and burning operations.

8.8 TOXIC FUMES

Welding can create toxic fumes. Make sure you have proper ventilation. Keep as much distance as possible between the welding plume and your face. Wear the appropriate PPE. Check the MSDS for the welding rod and components to be used. Remove any paint before welding, burning, or grinding. Remove any degreasers – when welded, chlorinated degreasers can produce phosgene gas, which is extremely toxic.

8.9 CONFINED SPACE

A confined space is an area with limited or restricted means of entry or exit that a person can actually enter with their body and that is not designed for continuous human occupancy. Working in these areas requires special training, precautions and permitting. No worker shall enter an area meeting the definition of confined space unless properly trained and authorized. Work that is performed in all of the sites under the purview of the Office of Facilities will conform to the appropriate OSHA standards. Contractors must ensure that fume evacuation, airflow and exchanges of air are all maintained as necessary; confined space gas detection equipment must be used to test the environment.

8.10 LOCKOUT TAG OUT (LOTO)

The contractor is responsible for developing, implementing and maintaining his/her own Lockout/Tagout Program in accordance with OSHA regulations as it applies to the work of their contract. Contractors shall submit a copy of its Lockout/Tagout Program to OEAM before the start of any work. Unless otherwise directed, OEAM will shut down and start up utility systems.

ENERGY SOURCES

There are several energy sources, all of them may be locked and tagged. The list includes:

- *Electrical
- *Hydraulic
- *Pneumatic
- *Chemical
- *Thermal

8.11 DANGER & OUT OF SERVICE TAGS

OEAMs staff will use the tagging system in accordance with procedures when necessary. OEAM shall provide the 'Danger' and 'Out of Service' tags and use as follows:

For your own protection:

- Isolate **all** equipment, switches and controls required to ensure your work-site is safe.]

- Place **your** tag(s) on **all electrical switches and switchboards, other appropriate switches, valves, main isolators or key rings.**
- Leave other tags alone. Never remove someone else's danger tag.
- **Do not operate** switches, valves or equipment that displays a 'Danger' tag or 'Out of Service' tag.

Change 'Danger' Tags to 'Out of Service' Tags:

If the equipment is still not safe at the end of the shift, the 'Danger' tag **must be changed** to an 'Out of Service' tag.

8.12 PROTECTIVE BARRIERS

Protective barriers material may be rope, railings, baffles, caps, barricades, or walls. Protective barriers shall be placed at such a height and position as to prevent personnel from entering areas that are hazardous. The erection of the barrier must take into account the physical layout of the equipment, the nature of adjoining equipment, aisle ways, thoroughfares, and operating equipment. Barriers should be placed:

- A minimum of 10 feet from open excavations greater than 5 feet deep; otherwise, a minimum distance equivalent to depth of the excavation.
- A minimum of 10 feet from overhead work on scaffolds or ladders.
- A distance from the hazard sufficient that a fall at the barrier rope will not result in the individual coming in contact with the hazard. **Never use safety rope for other than its intended purpose.** OEAM will be responsible for placing or removing industrial safety barriers.

8.13 EXCAVATION & TRENCHING

Excavation is any man-made cut, cavity or depression in the earth's surface formed by earth removal. All excavation must be adequately shored and safe access must be provided in all excavations. Contractors must have written authorization for OEAM prior to any excavation work, obtain drawings of the services located in the area.

8.14 ELECTRICAL SAFETY

Only qualified electricians are permitted to work on electrical systems and equipment that uses or controls electrical power. All work shall be conducted in accordance with the National Fire Protection Agency 70E standard for Electrical Safety in the work place. Contractors must not operate electrical tools or equipment in wet areas or areas where potentially flammable dust, vapors, or liquids are present, unless written authorization is obtained from the OEAM. Contractors should erect barriers and post warning signs to ensure non-authorized personnel stay clear of the work area.

8.15 LADDERS

The location of the ladder and the type of work activity may require additional safety requirements. For example, a ladder positioned next to an opening would require fall protection. The type of work and the work environment also dictates the type of ladder to be used, (e.g., metal ladders shall not be used where there is an electric shock potential.) Ladders must be

inspected for wear or damage prior to use. Ensure the ladder is used as intended and within the designated specifications. Avoid overhead obstructions when setting up a ladder. Ensure all ladders have appropriate feet and rest on a solid base. Position the ladder properly. Good rules of thumb for ladder positioning are the use of the palm test.

- Stand with your arms out straight ahead
- Place your toes against the bottom of the ladder
- Make sure your palms touch the shoulder level rung
- Place a ladder one foot out from a vertical surface for every four feet of ladder height.
- Stabilize a straight/extension ladder with a tie off near the upper support unless a co-worker stabilizes the ladder.
- Keep a three-point contact when climbing or working on a ladder.

8.16 **FALL PROTECTION**

Full body harnesses with shock-absorbing lanyard of less than six feet or retractable lanyard of any length are to be used where fall protection is required by governmental regulations. Fall protection equipment is to be inspected prior to use. The equipment must be free of rips, tears, nicks, and deterioration. Lanyard snap hooks (double release type only) must work properly. At a minimum, use when working more than 4 feet (General Industry Standard) or 6 feet (Construction Standard) above the floor/ground, while having no handrails or means for eliminating a fall potential. Additionally, working/moving from a manlift, bucket truck, or boom requires the use of fall protection. The lanyard is to be fastened to approved fall protection points only. To assure your safety, attach the lanyard only to:

- Lines installed specifically for fall protection purposes
- Approved structural materials
- Connection points on lifts or buckets
- Scaffolds specifically designed to handle a fall protection device
- A lanyard must be hooked according to the manufacturer's recommendations.

8.17 **FORKLIFT OPERATION**

Contractors operating forklifts shall have training and a valid license. Contractors are not allowed to use Office of Facilities Management forklifts. The use of internal combustion engine equipment (propane, diesel) indoors is discouraged.

Do not operate forklifts if certification has expired. When parked, keep the forks or platform in the lowered position. When traveling, forklifts or platforms must be in a lowered position. Never allow anyone to stand on or pass under elevated forklifts. Wear the seat belt provided.

8.18 **SAFE MOBILE CRANE OPERATION**

It is mandatory that personnel who operate mobile cranes be trained on the crane to be operated. Operators must be qualified on the cranes and the aerial lifts that they operate and know the clearance requirements for working near overhead-energized lines. All other employees must be

familiar with basic crane safety and also be aware of clearance requirements when directing crane movements.

8.19 **HAND TRUCK SAFETY**

Never overload hand trucks or dollies and always be sure the load is properly balanced and is safe to move without fear of tipping or turning over. If needed, secure the load with bungee straps, strap and ratchets, chains or similar devices.

8.20 **OVERHEAD WORK**

At the beginning of each job, before initially going on any roof, tank or vessel roof, OEAM must be notified. Contractor must assess the condition of the roof prior to performing work and must evaluate potential exposure to electrical utilities. Certain roofs present special hazards due to their inability to bear weight. Contractors must determine additional safety practices when structural weaknesses are suspected regardless of the materials of construction. Safety harness and fall protection systems must be worn while on any roof. Contractor must submit a detailed safety plan to OEAM prior to any roof repairs. Under no circumstance will debris or material be thrown or dropped from any roofs under OEAM purview. When working overhead, the area below must be roped off with appropriate signage or other equivalent measures taken to protect workers in the area.

8.21 **LASERS AND RADIATION SAFETY**

Lasers and radiation may only be used by persons who have completed a recognized course. Radiation-producing equipment includes but is not limited to gauges installed in power plants that detect the presence or absence of coal or water, portable gauges used by construction inspectors, radiography cameras used by licensed Contractors, and other laboratory instrumentation. All radiation areas shall be roped off and marked conspicuously with signs that bear the radiation symbol and the words "caution – radiation area." The barrier rope shall be magenta and yellow.

Contractors shall only use power tools that are double insulated or equipped with grounded power cords. Ground Fault Interrupters (GFI) or other similar devices shall be used in wet or damp locations.

8.23 **POWDER ACTUATED TOOLS**

Contractors who operate powder-actuated tools must be properly trained in their use and carry a valid operator's card provided by the equipment manufacturer. Each powder-actuated tool must be stored in its own locked container when not being used. A sign at least 7 inches by 10 inches with bold face type reading "**POWDER-ACTUATED TOOLS IN USE**" must be conspicuously posted when the tool is being used. Powder-actuated tools must be left unloaded until they are actually ready to be used. Powder-actuated tools must be inspected for obstructions or defects each day before use. All Powder-actuated tool operators must have and use appropriate personal protective equipment such as hard hats, safety goggles, safety shoes and ear protectors.

8.24 SCAFFOLD SAFETY

When erecting scaffolds at a height greater than four feet personnel will use appropriate fall restraint equipment. Only trained and qualified personnel shall erect, modify or tear down scaffolds. Scaffolding shall be erected so as not to interfere with equipment. Scaffolding shall be sized to provide adequate working space for personnel and the task(s). Toe boards and mid and top guard rails shall be installed on scaffolds. Scaffolds over or near a walkway shall be securely screened from the toe board to the top guardrail. A scaffold shall not be used unless recently inspected and a scaffold inspection tag is attached and verified before each shift. All scaffolds will be assembled using construction grade, medium quality scaffolding. Access to scaffold platforms shall not require climbing over guardrails.

8.25 WINDOW WASHING SAFETY

Window washing shall be conducted using suspended scaffolds (single or two points), a boatswain's chair, or other OSHA compliant method. Scaffolding apparatus shall comply with the requirements of 29 CFR 1910.28. Window washing anchors located on any Office of Facilities Management building shall be verified by the window washing contractors. All reports or inspections of anchor points shall be provided to OEAM.

8.26 OBSTRUCTIONS

Access to building entrances, lobbies, corridors, aisles, stairways, doors and exits must be kept free and clear during normal work hours. Access to emergency equipment must be maintained at all times. Contractors must not move or relocate emergency equipment without written approval from OEAM.

8.27 BANNED AND RESTRICTED CHEMICALS

Banned Chemicals

The chemicals listed in the sections below will not be brought on Office of Facilities Management sites.

ChloroFluoro Compounds

Contractors are not to bring any of the following CFCs onto Office of Facilities Management sites. These CFCs are banned because of their ozone-depleting potential.

Common Name	Chemical Name	Formula	CAS #
CFC-11	Trichlorofluoromethane	CFCl ₃	75-69-4
CFC-12	Dichlorodifluoromethane	CCl ₂ F ₂	75-71-8
CFC-13	Chlorodifluoromethane	CF ₂ Cl	75-72-9
CFC-111	Pentachlorofluoroethane	C ₂ FCl ₅	354-56-3
CFC-112	1,2-Difluorotetrachloroethane	C ₂ F ₂ Cl ₄	76-12-0
CFC-113	Trichlorotrifluoroethane	CCl ₂ F-CClF ₂	76-13-1
CFC-114	Dichlorotetrafluoroethane	CF ₂ Cl-CClF ₂	76-14-2
CFC-115	Monochloropentafluoroethane	CClF ₂ -CF ₃	76-15-3

CFC-211	Heptachlorofluoropropane	C ₃ Cl ₇ F	422-78-6
CFC-212	Hexachlorodifluoropropane	C ₃ F ₂ Cl ₆	3182-26-1
CFC-213	Pentachlorotrifluoropropane	C ₃ F ₃ Cl ₅	2354-06-5
CFC-214	Tetrachlorotetrafluoropropane	C ₃ F ₄ Cl ₄	29255-31-0
CFC-215	1,2,2-Trichloropentafluoropropane	C ₃ F ₅ Cl ₃	1599-41-3
CFC-216	1,2-Dichlorohexafluoropropane	C ₃ F ₆ Cl ₂	42560-98-5
CFC-217	Heptafluoropropyl chloride	C ₃ F ₇ Cl	422-86-6
Phase out of some of these CFCs used in chillers and air conditioning units is currently in progress			

Halons

Contractors' are not to bring any of the following halons onto OEAM site. As CFCs, the halons are banned because of their potential to deplete the stratospheric ozone layer.

Common Name	Chemical Name	Formula	CAS #
Halon 1211	Bromochlorodifluoromethane	CBrClF ₂	353-59-3
Halon 1301	Bromotrifluoromethane	CBrF ₃	75-63-8
Halon 2402	1,2-Dibromotetrafluoroethane	C ₂ Br ₂ F ₄	25497-30-7
These chemicals are currently permitted for use in fire extinguishers but will be phased out.			

Glycol Ethers

2-methoxyethanol	CAS# 109-86-4
2-methoxyethanol acetate	CAS# 110-49-6
2-ethoxyethyl acetate	CAS# 111-15-9
2-ethoxyethanol	CAS# 110-80-5
Diethylene glycol dimethyl ether	CAS# 111-96-6

Asbestos

Asbestos-containing material is not allowed in any new construction or for use in building modifications or repairs on any the Facilities Management sites.

RESTRICTED CHEMICALS

The Contractors' should attempt to find less hazardous substitutes for chemicals listed in this section.

- Confirmed and strongly suspected human carcinogens such as arsenic, beryllium, chromic acid, and radioactive material in unsealed sources;
- Highly toxic and/or highly flammable gasses such as arsine, chlorine, diborane, dichlorosilane, hydrogen, and phosphine;

- Pyrophoric chemicals such as diborane, diethyl telluride, and silane;
- Sensitizers such as ethylenediamine and methylene bisphenyl isocyanate (MDI);
- Unstable and/or highly reactive chemicals that may cause explosions such as hydrazine, liquid oxygen, red phosphorous, and perchloric acid;
- Chemicals on EPA's 33/50 List:

Name	Formula	CAS #	Name	Formula	CAS #
Dichloromethane	CH ₂ Cl ₂	75-09-2	Cadmium Compounds	-	-
Chloroform	CHCl ₃	67-66-3	Chromium Compounds	-	-
Carbon tetrachloride	CCl ₄	56-23-5	Cyanide Compounds	-	-
Trichloroethylene	C ₂ HCl ₃	79-01-6	Lead Compounds	-	-
1,1,1-Trichlorethane	C ₂ H ₃ Cl ₃	71-55-6	Mercury Compounds	-	-
Tetrachloroethylene	C ₂ Cl ₄	127-18-4	Nickel Compounds	-	-
Methyl Ethyl Ketone	C ₄ H ₈ O	78-93-3			
Benzene	C ₆ H ₆	71-43-2			
Methyl Isobutyl Ketone	C ₆ H ₁₂ O	108-10-1			
Toluene	C ₇ H ₈	108-88-3			

***NOTE: OEAM ENCOURAGES GREEN BUILD PRODUCTS AND CHEMICALS.**

8.28 ACRONYMS

CFS's- Carbon, Fluorine and Hydrogen (Chlorofluorocarbons)

MSDS- Material Safety Data Sheets

OSHA-Occupational Safety and Health Act

ACBM-Asbestos Containing Building Material

PCBM-Potential Asbestos Containing Building Material

HCFC- Hydrogen, Fluorine, and Carbon- Hydrochlorofluorocartons

EPA-Environmental Protection Agency

SWPP-Storm Water Pollution Plan

NOI-Notice of Intent

PCB-Polychlorinated biphenyl

GFI-Ground Fault Interrupters

CFR-Code of Federal Regulations

CONTRACTOR ACKNOWLEDGEMENT

I have received and reviewed OEAM Environmental, Health, Safety and Security Manual. I understand the requirements applicable to activities our company will be performing for OEAM.

I will make sure all employees of our company and our sub-contractors are provided a copy of the Safety Manual and understand and agree to the requirements outlined herein.

Office of Enterprise Assets Management	Contractors' Company Name:
Signature:	Signature:
Typed Name:	Typed Name:
Title:	Title:
Date:	Date:



City of Atlanta

Office of Enterprise Assets Management

CONTRACTOR CHECK LIST

The following checklist is provided to assist the contractors with complying with the requirements outlined in the Environmental, Health, Safety and Security (EHSS) Program.

Name of Project Manager/Coordinator:	
Work Site(s) and Location(s):	
Applicable Date(s):	
Contractor's Name:	
Contractor's Representative:	
24-hour phone number:	
Action Required	<input checked="" type="checkbox"/>
Safety Orientation with EHSS Required? If yes, the contractor is scheduled to attend on _____ (month/day) at _____ (time).	Yes <input type="checkbox"/> No <input type="checkbox"/>
Asbestos review required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lead materials review required?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Will the work require entry into a permit-required confined space? <ul style="list-style-type: none"> • If yes, inform the contractor about known hazards and history of entry operations for each space that they will enter. • If yes, the Project Manager/Coordinator will debrief the contractor after the work in these spaces is completed. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • Will both the Contractors' and OEAM personnel be working in or near the permit-required confined space(s)? • If yes, determine if the Project Manager/Coordinator or the contractor will coordinate entry operations to assure that everyone is aware of any work that is taking place that could affect personnel in the confined space. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<ul style="list-style-type: none"> • If yes, at the end of entry operations, obtain a copy of all canceled permits, and send a copy of this information to EHSS. 	

<p>Hazard Communication: Provide the following to the contractor:</p> <ul style="list-style-type: none"> • Information on precautions and safety procedures that must be followed in the work area. • Access to MSDS for hazardous chemicals located in the work area. • Information regarding the labeling system used in the work area. • Emergency procedures to be followed in the event of accidental exposure or release of hazardous chemicals or materials. <p>Obtain a list of chemicals and MSDS for all chemicals that the contractor will be using. Provide a copy to EHSS for review and approval.</p> <p>The contractor understands that MSDS must be kept on-site for all chemicals used by the contractor on City sites, and that no other chemicals may be brought on-site without prior approval by the Project Manager/Coordinator .</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will work be conducted on the roof of a building where fume hood exhausts are located?</p> <ul style="list-style-type: none"> • If yes, either coordinate access with OEAM to make sure that fume hoods in the work area are shut down, or inform the contractor of precautions that should be taken. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will work by the contractor involve electrical or mechanical systems?</p> <ul style="list-style-type: none"> • If yes, inform the contractor of the Lockout/Tagout procedures by OEAM personnel. Make sure that all the contractor employees in the work area are aware of the Lockout/Tagout procedures. 	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Will Hot Work Permits be required during the Contractor's work? If yes, coordinate Hot Work permits with the City of Atlanta's permitting Department.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor understands that any hazardous waste generated during the work must be disposed of in a manner consistent with all applicable state and federal regulations, and that prior approval is required for the disposal method and disposal site?</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor representative understands that it is his/her responsibility to relay the above information to other contract employees and his or her subcontractors.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>The contractor has been given the opportunity to ask questions and have those questions answered to his/her satisfaction.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

EXHIBIT E

DISPUTE RESOLUTION PROCEDURES

DISPUTE RESOLUTION PROCEDURES

If Service Provider contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Service Provider shall, without delay and within three (3) days of being aware of the circumstances giving rise to Service Provider's claim, provide written notice of its claim to City. If Service Provider fails to give timely notice as required by this subsection or if Service Provider commences any alleged additional work without first providing notice, Service Provider shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Service Provider's written notice to City is required under this subsection, Service Provider shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Service Provider and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.

If a dispute or disagreement cannot be resolved informally Service Provider Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

If City and Service Provider are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

APPENDIX A

OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

SUITE 1700
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 330-6010 Fax: (404) 658-7359
Internet Home Page: www.atlantaga.gov

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

September 2, 2015

RE: Project No.: FC- 8463, City of Atlanta Public Art Conservation

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with the program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific SBE goals for this project and the SBE program reminders listed on page 7.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, bidders will be allowed to submit the names of companies that meet the size standards of the United States Small Business Administration Guidelines. [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 71- Art Galleries" from the browse-able drop down field.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

The City of Atlanta looks forward to the opportunity to do business with your company.

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CITY OF ATLANTA
SMALL BUSINESS ENTERPRISE
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 size as it relates to revenue and number of employees. The purpose of the Small Business Enterprise Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE Goals for this project are set forth on page 6.

Implementation of SBE Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as prime contractors, subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has utilized good faith efforts to attract all businesses regardless of size. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the SBE Project Participation 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 SBE or other acceptable 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 SBE or other acceptable certification number, and supplier id number

Determination of Good Faith Efforts 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 requirement of section 2-1372 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 SBE1.
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 SBEs, as subcontractors or Suppliers on the Eligible Project. This information shall be set forth on Exhibit SBE2, which is included herein.
3. SBE Project Participation Plan. Each Bidder shall submit with her/his Bid a completed and signed SBE Project Participation Plan, which is included herein as Exhibit SBE3, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used during 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, 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 SBE firm, it must be certified by or have a certification application pending with the Office of Contract Compliance at the time of the Bid.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach 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 SBEs, 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 SBEs within the relevant NAICS Codes for such Eligible Project.

To determine whether a competitor that has failed to meet SBE goals may be awarded the contract, the city will determine whether the efforts the bidder made to obtain SBE participation were "good faith efforts." Efforts that are merely pro forma are not "good faith efforts" to meet the goals. In order to award a contract to a bidder that has failed to meet SBE contract goals, the Office of Contract Compliance will determine whether the bidder actively and aggressively made efforts to meet the City's SBE goals. A bidder making a good faith effort would consider a number of factors in negotiating with subcontractors, including SBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using SBEs is not in itself sufficient reason for a bidder's failure to meet the contract SBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from SBEs if the price difference is excessive or unreasonable. In determining whether a bidder has made good faith efforts, the Office of Contract Compliance will take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, the Office of Contract Compliance may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average SBE participation obtained by other bidders, the City may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. Competitors that fail to meet SBE goals and fail to demonstrate "good faith efforts" shall be deemed non-responsive to the city's SBE requirements and shall not be eligible to be awarded the contract.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and any other information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Project Participation 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 information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the SBE Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

Monitoring of EEO Policy

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling
Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

Small Business Enterprise Goals for this Project

Project No.: FC-8463, City of Atlanta Public Art Conservation

The Small Business Enterprise goals for the trade categories listed in this project are:

35.00% SBE

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 good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.
3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
4. Subcontractor Contact Form. It is required that bidders list and submit information on **all subcontractors** they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
7. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <https://pro.prismcompliance.com/default.aspx>. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!". Once there, you may search by industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms". Click OCC's quarterly list to access the current directory of certified firms."

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of a firm's revenue or employee size with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBE-2 and SBE-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

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION**

List all Majority Owned and Small Business Enterprise (SBE) subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City of Atlanta Business License? (yes or no)	NIAC Code	Type of Work to be Performed	Ethnicity of SBE Ownership	SBE Certification No. and Expiration Date	Dollar (\$) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount

Total SBE% _____
 (**Note... EBO or DBE certification does not qualify for SBE projects. Proponents must provide copies of subcontractors current certification)

Proponent's Co. Name: _____ Project Name: _____ FC#: _____

Proponent's Contact Number: _____ Signature: _____ Date: _____
 (Please Print)

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

FORM 5

APPENDIX B

INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
FC-8463, City of Atlanta Public Art Conservation

A. Preamble

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

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

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

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

- i) Best's rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

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

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

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

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

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Accord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Accord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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

6. Certificate Holder

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

7. Project Number & Name

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

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

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

9. Mandatory Sub-Contractor/Consultant Compliance

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

10. Self Insured Retentions, Deductibles or Similar Obligations

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

B. Workers' Compensation and Employer's Liability Insurance

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

Workers' Compensation. **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$1,000,000 per**

occurrence subject to a \$2,000,000 aggregate. The following indicated extensions of coverage must be provided:

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

D. Commercial Automobile Liability Insurance

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

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

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

E. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/ or personal property.

F. Performance Bond and Payment Bond

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

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

PAYMENT AND PERFORMANCE BONDS

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Payment Bond

"City" City of Atlanta, Georgia

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address) _____

Type of Organization ("X" one):
 Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and Business Address) _____

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20__, regarding performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provisions of Section 13-10-1 and 36-82-101 *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Performance Bond

"City" City of Atlanta, Georgia

"Project" _____

"FC No." _____

"Principal" (Legal Name and Business Address) _____

Type of Organization ("X" one):
 Individual
 Partnership
 Joint Venture
 Corporation

"Surety:" (Name and Business Address) _____

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated _____ day of _____, 20__, regarding performance of Work relative to the Project.

"Penal Sum:" _____

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any

wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this _____ day of _____, 20__.

PRINCIPAL: _____

President/Vice President (Sign)

President/Vice President (Type or Print)

Attested to by:

Secretary/Assistant Secretary (Seal)

SURETY: _____

By: _____
Attorney-in-Fact (Sign)

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

Associate/Assistant City Attorney

APPROVED

City's Chief Financial Officer