



CITY OF ATLANTA

Kasim Reed
Mayor

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

February 26, 2016

Dear Bidders:

**Re: FC-8690, Permanent Solution to Sewer Force Main Break at
Hartsfield-Jackson Atlanta International Airport**

Attached is one (1) copy of **Addendum No. 2**, which is hereby made a part of the above-referenced project.

For additional information, please contact Mr. Philippe Jefferson, Contracting Officer at (404) 865-8565, or via e-mail at pejefferson@atlantaga.gov.

Sincerely,



Adam L. Smith

ALS:pej



Addendum No. 2

**Re: FC-8690, Permanent Solution to Sewer Force Main Break at
Hartsfield-Jackson Atlanta International Airport**

February 26, 2016

Page 2

This Addendum forms a part of the Invitation to Bid and modifies the original solicitation package and any prior addenda as noted below:

1. REVISION TO TABLE OF CONTENTS TO INCLUDE FORM 10, ATTACHED HERETO AS ATTACHMENT NO. 1
2. FORM 10, REFERRAL LIST, ATTACHED HERETO AS ATTACHMENT NO. 2
3. EXHIBIT D, COWNER CONTROLLED INSURANCE PROGRAM, ATTACHED HERETO AS ATTACHMENT NO. 3
4. EXHIBIT D-2, CONSTRUCTION SAFETY AND HEALTH PLAN, ATTACHED HERETO AS ATTACHMENT NO. 4

Bids are due Wednesday, March 23, 2016, should be time stamped in no later than 2:00 p.m., and delivered to the address below:

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

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



Addendum No. 2

**Re: FC-8690, Permanent Solution to Sewer Force Main Break at
Hartsfield-Jackson Atlanta International Airport**

February 26, 2016

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Acknowledgment of Addendum No. 2

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

This is to acknowledge receipt of Addendum No. 2 for **FC-8690, Permanent Solution to Sewer Force Main Break at Hartsfield-Jackson Atlanta International Airport** on this the _____ day of _____, 2016.

Legal Company Name of Proponent

Signature of Authorized Representative

Printed Name

Title

Date



ATTACHMENT NO. 1

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

**INVITATION TO BID
PROJECT NUMBER FC-8690
PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK**

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- **Form 2: Contractor Disclosure Form**
- **Form 3: Bid Bond**
- **Form 4: Bidder Financial Disclosure (*N/A FOR THIS ITB*)**
- **Form 5: Acknowledgement of Insurance & Bonding Requirements**
- **Form 6.1: Certification of Insurance Ability**
- **Form 6.2: Certification of Bonding Ability**
- **Form 7: Acknowledgement of Addenda**
- **Form 8: Bidder Contact Directory**
- **Form 9: Contractor's Georgia Utility License Certification**
- **Form 10: Referral List**

PART II

- 2. Agreement**
- 3. Exhibit A – Construction General Conditions**
- 4. Exhibit B – Construction Special Conditions**

5. **Exhibit C - Quantities, Pricing and Data Forms**
6. **Exhibit D – Owner Controlled Insurance Program (OCIP) Manual**
7. **Exhibit D-1 – Performance & Payment Bond**
8. **Exhibit D-2- Construction Safety and Health Plan**
9. **Exhibit E – Scope of Work and Technical Specifications**
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12. **Exhibit H – Schedule Requirements**
13. **Exhibit I – Quality Control Program**
14. **Exhibit J – Authorizing Legislation**
15. **Appendix A – Office of Contract Compliance**

ATTACHMENT NO. 2

FORM 10

REFERRAL LIST

Each Bidder must provide a list of at least four (4) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference: Name
 Address
 City, State, Zip
 Phone
 Fax

Project Title: _____

Contact Person: _____

Direct Telephone: _____

Email Address: _____

Date(s) of Project: _____

Description of Services:

Total Amount of Contract Including Change Orders:

Bidder's Role and Responsibilities:

Current Completion Status:

(Use the Same Format to Provide the Additional References)

CITY OF ATLANTA

HARTSFIELD-JACKSON

Atlanta International Airport



OWNER CONTROLLED INSURANCE PROGRAM (OCIP) MANUAL

Effective Date: 11/02/2015
Manual Date: 02/08/2016 v3

Sheila Cassidy, OCIP Administrator, JLM Risk Management Group
Office: (404) 766-8715 | Cell: (404) 406-0273
sheila.cassidy@atlanta-airport.com

INTRODUCTION

City of Atlanta (Owner) has purchased certain insurance coverages outlined in this manual under an Owner Controlled Insurance Program (OCIP) for Contractors of all tiers working on the Project who are enrolled in the OCIP. **Participation in the OCIP is mandatory, except for those identified as Excluded Parties, BUT ENROLLMENT IS NOT AUTOMATIC.** You must comply with the OCIP enrollment procedures outlined in this manual.

The City of Atlanta has determined that the OCIP is a “**Bid Net**” program, which means that Contractor’s charges for the insurance coverages provided by the Owner (as outlined in Section 6) must be **EXCLUDED** from bid(s). The successful Contractor must warrant that its base price for the original scope of work and subsequent change orders will **EXCLUDE** all insurance charges for the coverages provided by the Owner for the Jobsite, including workers’ compensation, employers’ liability, general liability, excess liability, builders’ risk, and contractors’ pollution liability.

The successful Contractor shall provide the documentation described in this manual to estimate its excluded insurance charges. This estimate of excluded insurance charges is subject to review and approval by the OCIP Administrator and Owner. These estimates will be tracked by the OCIP Administrator *for reporting purposes only*.

Instructions for OCIP enrollment are detailed in Section 8.

The insurance coverage provided by the OCIP, as well as your rights and responsibilities under the program, are outlined in this manual and are as much a part of your Contract as the actual work specifications. All terms and conditions of this OCIP Manual are incorporated by reference into your Contract, and you are required to bind all your lower-tiered subcontractors to the terms, conditions and requirements of this manual.

NOTE: This Manual does not, and is not intended to, provide coverage interpretations or complete information about coverages. The terms and conditions of the insurance policies will govern how coverage is applied. The information herein is not intended to alter any provisions of the actual contract documents of the Contractors, and if any such conflict occurs, the contract documents will govern.

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SECTION 1 - DIRECTORY

Owner:

City of Atlanta/Department of Aviation Hartsfield-Jackson Atlanta International Airport

Project Development Director

Kathryn Masters
Phone: 404-382-1263
Cell: 404-867-3628
Email: kathryn.masters@atlanta-airport.com

Risk Management

Kathy Lloyd
Phone: 404-330-6877
Cell: 404-569-0794
Email: klloyd@atlantaga.gov

Catrina Gilbert
Phone: 404-382-2240
Cell: 404-387-4399
Email: catrina.gilbert@atlanta-airport.com

OCIP Program Management:

Willis Insurance Services of Georgia, Inc.

OCIP Account Advocate-

Velvet Barrientos
Phone: 404-302-3862
Cell: 678-575-0609
Email: velvet.barrientos@willis.com

OCIP Claims Consultant-

David Simmons
Phone: 404-224-5062
Cell: 770-617-1390
Email: david.simmons@willis.com

OCIP Program Manager-

Shawn Williams
Phone: 407-833-4279
Cell: 321-303-0355
Email: shawn.williams@willis.com

OCIP Program Administration:

JLM Risk Management Group

OCIP Administrator-

Sheila Cassidy
Phone: 404-766-8715
Cell: 404-406-0273
Email: sheila.cassidy@atlanta-airport.com

OCIP Safety Director-

Chris Blair
Phone: 404-766-8715
Cell: 404-465-0723
Email: chris.blair@atlanta-airport.com

SECTION 2 - DEFINITIONS

Contract: *For purposes of this OCIP Manual only*, the written agreement between City of Atlanta and the Construction Manager or General Contractor; or between the General Contractor and its Subcontractors; or between the Subcontractor and its lower tiered subcontractors.

Construction Manager (CM): The team retained by the Owner to assist in the management of construction projects.

Construction Safety and Health Plan: The manual that identifies the requirements for the Project's safety and loss prevention program as established by the Owner.

Contractor: *For purposes of this OCIP Manual only*, Contractor includes construction managers, prime or general contractors, and subcontractors of all tiers that perform work on the Project Site.

Enrolled Contractor(s): A Contractor of any tier who has been awarded work and met the requirements to become enrolled in the OCIP as evidenced by a certificate of insurance issued by the OCIP Administrator. The Owner may, at its discretion, include a Contractor in the OCIP who otherwise would be an Excluded Party by definition.

Excluded Party(ies): Material Hauler(s), contract haulers or truckers, architects/engineers, consultants, manufacturing representatives, vendors, Suppliers, material dealers, guard services, janitorial services, food services, or others merely making deliveries to or pickups from the Jobsite are excluded from the OCIP coverage. In addition, EIFS Contractors, asbestos abatement or other hazardous material Contractors, demolition or blasting Contractors, and Contractors whose contracts are less than \$20,000 will be excluded from the OCIP coverage. The Owner may, at its discretion, exclude others from the OCIP.

NOTE: *although not covered under the OCIP, all Excluded Parties performing work onsite are required to submit the required OCIP forms and a certificate of insurance in order to provide satisfactory evidence of insurance in compliance with all minimum insurance requirements detailed in this manual.*

General Contractor(s): The firm identified in the Contract with the Owner to construct this Project.

General Contractor's Project Manager: The individual assigned by the General Contractor with overall Project responsibility.

Insured: Owner and all Enrolled Contractors and any other party named as an Insured on the OCIP certificates of insurance.

Insurer(s): Zurich American, Lloyds of London, Catlin and Chartis.

Insurer(s) Loss Control Representative(s): The individual(s) assigned to the OCIP by the Insurer(s) with safety and loss control responsibilities.

Jobsite: *For purposes of this OCIP Manual only*, the premises as defined in the contract documents appropriate to each project and any scheduled offsite location if dedicated solely to the project and approved by the Owner and Insurers. This shall not include operations at the Enrolled Contractor's regularly established workplace, plant, factory, office, shop, warehouse, yard or other property, even if such operations are for fabrication of materials to be used at the jobsite.

SECTION 2 – DEFINITIONS (CONTINUED)

Materials Hauler: Any entity whose role on the Project is to transport materials to and from the Project site. A Materials Hauler is designated as an independent contractor. The designation of Materials Hauler may be made by scope of contract, by primary function on the Project, or by definition. Nothing contained in the Contract Documents shall create any contractual relationship whatsoever between the Owner and any Materials Hauler. By definition, “Materials Haulers” are **not** considered Enrolled Contractors for OCIP coverage purposes.

OCIP: A program under which Workers' Compensation, Employer's Liability, General Liability and Excess Liability insurance are procured by the Owner for all Enrolled Contractors of every tier while performing specified operations at the project specific Jobsite.

OCIP Claims Consultant: The individual assigned by the OCIP Program Management who is responsible for coordinating the claims handling between the Owner, Enrolled Contractors and the Insurer(s).

OCIP Program Management: Willis Insurance Services of Georgia, Inc.

OCIP Program Administration: JLM Risk Management Group is responsible for the day-to-day administration of the OCIP.

OCIP Safety Director: The person employed by the OCIP Program Administration with safety and loss prevention responsibilities for the Project.

Offsite: Premises other than the Jobsite.

Onsite: See Jobsite definition.

Owner: City of Atlanta.

Project Site: See Jobsite.

Project Safety Manager: The individual assigned by the General Contractor who supervises its employees and all Subcontractors for safety at the Jobsite.

Site Safety Representative: The individual(s) assigned to perform Onsite safety duties.

Subcontractor: Any individual, firm, or corporation undertaking construction or other services under a Contract with a General Contractor or its Subcontractors to furnish labor, services, materials and/or equipment, and/or perform operations at the Project site.

Supplier: A person or organization supplying materials or equipment needed for the completion of the Work by virtue of an agreement (“Supply Agreement”) with the General Contractor or Subcontractor; or by scope of contract, by primary function on the Project, or by definition. Nothing contained in the Contract Documents shall create any contractual relationship whatsoever between the Owner and any supplier. By definition, “Suppliers” are **not** considered Enrolled Contractors for OCIP coverage purposes.

SECTION 3 - GENERAL PROVISIONS

Each Contractor shall comply with the provisions stated below:

1. Mandatory Compliance

Failure to comply with the registration, enrollment and all other requirements outlined in this manual may be deemed non-compliance with the terms of the Contract, and payments may be withheld until requirements are satisfactorily completed and approved by the OCIP Administrator.

2. Meeting Attendance

At the request of the Owner, OCIP Program Management, OCIP Program Administration and Contractors shall attend meetings held to explain and discuss the OCIP.

3. OCIP Manual Incorporated into Bid Specifications and Contract

This OCIP Manual and the Construction Safety and Health Plan will be a part of the bid specifications and bidders are expected to be familiar with the requirements prior to submitting their bids. In addition, this OCIP Manual and the Construction Safety and Health Plan are incorporated into each successful bidder's awarding Contract and accordingly, all provisions require mandatory compliance.

4. Commencement of Work

Contractors shall not commence work at the Jobsite until:

- a) Enrolled Contractors have received written confirmation of enrollment or a certificate of insurance evidencing coverage under the OCIP issued by the OCIP Administrator and provided a certificate for offsite activities as required in this manual, or
- b) Excluded Parties have provided a certificate of insurance as required in this manual and have received written confirmation of approval from the OCIP Administrator, and
- c) All Parties have met the requirements of the Construction Safety & Health Plan.

SECTION 4 - SAFETY AND LOSS PREVENTION

Protecting people and property are of paramount importance to the success of this Project. Incidents on this Project can be controlled and prevented through safe work practices. All Contractors and Subcontractors and each of their employees are responsible for safety on this Project.

Active participation by the Contractors and Subcontractors in all project safety and loss prevention programs is mandatory. They must demonstrate to their employees complete support and continuing involvement in all safety and loss prevention programs.

1. Safety Policy Statement

It is the objective of the General Contractor and the Owner that a safe work place is provided. The General Contractor and all others employed on the Project will conduct their work in a safe manner consistent with good construction safety practices in addition to all written requirements.

The General Contractor and the Owner require full compliance with these safety guidelines, with all federal, state and local laws, statutes, ordinances, rules, regulations, requirements and guidelines of government authorities, agencies and any other authorities having control or responsibilities bearing on the performance of this Project work.

Contractors and subcontractors are charged with the responsibility of preventing the occurrence of incidents or conditions that could lead to injuries or illness. The ultimate success of our safety program depends fully upon the total cooperation of every individual employee, and it is the employer's responsibility to ensure that safety rules and procedures are enforced and to further ensure that effective training and education programs are employed. Work will be performed in a safe manner to protect all employees, visitors, the public and adjacent property.

2. Project Safety and Loss Prevention Program

Contractors and Subcontractors shall ensure that their bids include the cost to maintain a safety and loss prevention program that meets or exceeds the requirements contained in the Construction Safety & Health Plan.

The General Contractor will have a Project Safety Manager. This individual will be a technical advisor to the General Contractor's Project management team and will be responsible for monitoring Contractors' and Subcontractors' compliance with all safety and loss prevention programs. The Project Safety Manager, along with the General Contractor's Project Manager will attend all OCIP meetings between the Owner, Willis, JLM Risk Management Group and the Insurers.

Section 4 - SAFETY AND LOSS PREVENTION (CONTINUED)

The Project Safety Manager has authorization to stop any work that may stem from non-compliance with safety procedures.

Contractors and Subcontractors will be solely responsible for implementing the safety and loss prevention program and shall designate an Onsite safety competent person to direct their Onsite safety efforts. The safety competent person is responsible for directly overseeing the Contractor's and Subcontractor's employees to ensure that their safety programs and actions adhere to and comply with safety standards as established by federal, state, and local codes and regulations, and the **Construction Safety & Health Plan**.

3. Construction Safety & Health Plan

The Owner has developed a **Construction Safety & Health Plan**. The goal of this program is to eliminate injuries to employees and to reduce construction interruptions due to accidents by setting safety requirements. The **Construction Safety & Health Plan** is available to all bidders during the bidding process and will be incorporated into the successful bidders' Contracts.

Effect on Future Modifications: The premium and loss experience on this Jobsite will be reported to the appropriate rating authorities in the normal manner for use in calculating future experience modifications. The fact that the loss experience on this Project will impact the Contractors' future insurance costs further underscores the importance of compliance with the **Construction Safety & Health Plan**.

SECTION 5 - RETURN TO WORK POLICY

All Enrolled Contractors are required to comply with the Owners' Return-to-Work policy as outlined below.

Purpose

1. The purpose of the program is to place employees in temporary job positions while recovering from on-the-job injuries. The Owner and the Insurer are committed to working together to promote safety, recovery, and successful return of injured employees to temporary, modified work following a work related injury. Any injured employee who is placed in a modified work position is placed in that position for a **limited time only**.

Procedures

2. The General Contractor and the Owner will cooperate with the Insurer in conjunction with the Enrolled Contractor to facilitate the return to work of any injured employee capable of modified work status.
3. The Insurer's adjuster will communicate with the managed care clinic or treating physician to determine the injured employee's temporary restrictions.
4. Once the employee is released to modified work, the Insurer's adjuster will coordinate with the managed care nurse and/or treating physician and the employer to facilitate the injured employee's return to work.
5. Upon being released to return to modified work, the injured employee will report to his/her employer for modified work assignment.
6. The employer will obtain from the employee (and provide copies to the General Contractor) the return to work status instructions from the treating physician.
7. The employer is required to accommodate the injured employee to the fullest extent and facilitate the return to work.
8. **Follow Up/Communication with Insurer:** It will be the responsibility of the Insurer's adjuster to maintain communication with the treating physician and employer to facilitate the prompt return to work of an employee to full work status. Should the employee reach maximum medical improvement and still be precluded from returning to full work status, the Insurer's adjuster will confer with the General Contractor and the employer regarding reassignment of the employee or to determine if further action required.

SECTION 6 - INSURANCE PROVIDED BY THE OWNER

The Owner has procured, and will maintain at its own expense, the insurance coverages described below for all Enrolled Contractors. The limits of liability purchased apply collectively to all Insureds. The Owner intends to maintain Workers' Compensation, General Liability and Excess Liability coverage until Notice of Final Acceptance. Products/Completed Operations coverage is extended for 8 years after said notification as specified in the policy. Summaries of the insurance coverages provided by the Insurer(s) are as follows:

1. Workers' Compensation Insurance

Workers' Compensation insurance, as prescribed by the laws of the State of Georgia, and Employer's Liability insurance is provided with the following limits of liability:

\$1,000,000	Each Accident
\$1,000,000	Each Disease - Each Employee
\$1,000,000	Each Disease - Policy Limit

This insurance will cover employees of all Enrolled Contractors while they are performing work at the Jobsite. Offsite operations are **excluded**.

2. Commercial General Liability Insurance

Commercial General Liability insurance is provided for activities at the Jobsite. The Policy has the following limits of liability (limits reinstate annually, except during Products/Completed Operations coverage extension):

\$2,000,000	Each Occurrence
\$5,000,000	General/Annual Aggregate
\$5,000,000	Products/Completed Operations Aggregate (All Projects Combined)*
\$2,000,000	Personal Injury and Advertising Liability
\$ 300,000	Damage to Rented Premises
\$ 10,000	Medical Expense

Contractor will assume the responsibility for the first \$25,000 of any Property Damage Liability claim that is within the purview of this policy.

*The Products/Completed Operations aggregate is a single limit for both the policy and extension periods as defined in the policy. Includes Warranty/Repair Work Coverage Extension which provides **general liability** coverage during warranty or repair work undertaken by Enrolled Contractors during their contractual warranty period, but not to exceed two (2) years after the Enrolled Contractor's OCIP coverage is terminated at the conclusion of their work (as defined by the policy). ***NOTE, however, that Contractor's workers' compensation injuries while involved in warranty/repair work shall be covered under the Contractor's practice policy and not the OCIP.***

Section 6 - INSURANCE PROVIDED BY THE OWNER (CONTINUED)

3. Excess Liability Insurance

Excess General Liability and Employer's Liability coverages will be provided with limits of \$50,000,000 each occurrence and in the aggregate. The limits are excess of the primary limits described in Items 1 and 2 above.

4. **Builders' Risk:** Owner shall procure and maintain Builders' Risk insurance which provides "all risk" coverage on the buildings, structure or work, and property of the Owner in the care, custody and control of the Contractor. The policy or policies shall be in the name of the Owner, and Contractors as their interests shall appear, and this shall be so stated on the ACORD certificate of insurance.

The policy will cover structures and materials during the course of construction that are part of the project and will provide coverage for materials while in domestic transit, or while stored temporarily away from the project site subject to policy sublimits.

Contractor will assume the responsibility for the first \$25,000 of any claim that is within the purview of this policy.

Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance obtained pursuant to this Builders' Risk insurance section or any other property insurance applicable to the work. Contractor shall require, by appropriate agreement, written where legally required for validity, similar waivers in favor of the Owner and the Contractor by Subcontractors. With respect to the waiver of rights of recovery, the Owner shall be deemed to include, to the extent covered by property insurance applicable thereto, its consultants, employees and such agents and representatives. The Contractor waives as against any separate contractor all rights for damages caused by fire or other perils in the same manner as is provided above as against the Owner. The Owner shall require, by appropriate agreement written wherever legally required for validity, similar waivers in favor of the Contractor by any separate contractor and its subcontractors.

5. Contractors Pollution Legal Liability

The Owner will maintain Contractors Pollution Liability coverage for the duration of this contract for onsite activities. **Pollution Legal Liability** insurance covering pollution incidents at, under or emanating from the Project Site will be provided with coverage for third-party bodily injury, property damage, cleanup costs and defense costs. The policy will be written with a limit of at least **\$10,000,000**.

The first \$25,000 of any claim that stems from the operations of the Contractor, its subcontractors or sub-consultants will be fully borne by the Contractor as determined by the Owner.

Section 6 - INSURANCE PROVIDED BY THE OWNER (CONTINUED)

6. Certificates of Insurance

The OCIP Administrator will issue certificates of insurance for Commercial General Liability, Workers' Compensation/Employers' Liability, Excess Liability and other required coverages to the Construction Manager (if applicable), General Contractor and each Enrolled Subcontractor.

7. Insurance Policies

The summary of coverages contained in this OCIP Manual is prepared for the convenience of those involved in the Project and should not be construed in any way as an exact and binding analysis of coverage. In case of any claim or question with respect to coverage, the original policies will prevail as the sole binding documents. Each Enrolled Contractor will receive a Workers' Compensation policy. Specimen General Liability and Excess Liability policies are available upon request.

8. OCIP Insurance Premiums

The Owner is responsible for the payment of the OCIP premium. All return insurance premiums, insurance dividends, or monies due or to become due in connection with the OCIP shall be to the benefit of the Owner and are hereby assigned to the Owner.

9. OCIP Cancellation, Termination or Modification

Notwithstanding any other provision in this manual, it is the Owner's intent to keep the OCIP in force throughout the term of the Project. However, the Owner reserves the right to cancel, terminate or modify the OCIP or any portion thereof. To exercise this option, the Owner will provide 30 calendar days advance, written notice to all Insureds covered under the OCIP.

Enrolled Contractors will be required to immediately affect replacement insurance coverage, equivalent to what is currently required for Offsite and Excluded Parties. The reimbursement for the cost of such replacement insurance will be calculated on a pro-rata portion of the Enrolled Contractors' Form 2. Written evidence of such insurance must be provided to the Owner prior to the actual cancellation or termination date of the OCIP.

10. Contract Termination

Upon completion of all their work at the Project Site, Contractors whose practice policies have been endorsed with a Designated Workplace Exclusion Endorsement, or similar language, should advise their broker/agent of their work completion and request the endorsement be deleted from their policies. The endorsement must be deleted prior to any Contractor undertaking warranty work at the Project Site.

Section 7 - INSURANCE PROVIDED BY THE CONTRACTORS AND ALL SUBCONTRACTORS

Enrolled Contractors and Excluded Parties will, at their own expense, carry and maintain at least the following insurance policies and minimum limits of liability on forms and with insurance companies acceptable to the Owner:

1. Business Automobile Liability Insurance

All Enrolled Contractors and Excluded Parties must provide Automobile Liability insurance covering the operation, maintenance and use, loading and unloading of all owned, hired, and non-owned vehicles on or away from the Project Site. The policy shall be endorsed to name the Owner, and other entities as required by contract, as additional insureds, on a primary and non-contributing basis and shall be endorsed with a Waiver of Subrogation in favor of the Owner and other entities as required by contract. Such insurance will provide coverage not less than that of the standard Commercial Automobile Liability policy with combined single limits not less than:

- Operations in the Non-AOA* area: \$ 2,000,000
- Operations in the AOA* area: \$10,000,000

*AOA = Aircraft Operations Area

- In accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of ten million (\$10,000,000) combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.
- Contractual liability, if not provided in the policy form, is to be provided by endorsement.
- If hazardous materials or waste are to be transported, the Commercial Automobile Liability policy will be endorsed with the MCS-90 endorsement in accordance with the applicable legal requirements.

2. Workers' Compensation and Employer's Liability

All Enrolled Contractors must have Workers' Compensation and Employer's Liability insurance covering all employees for injuries that occur away from the Project site or after project completion or OCIP termination or cancellation.

Section 7 - INSURANCE PROVIDED BY THE CONTRACTORS AND ALL SUBCONTRACTORS (CONTINUED)

Excluded Parties must provide this coverage for all operations relating to this Project. The policy must contain a waiver of subrogation endorsement in favor of the Owner and other entities as required by contract, and provide not less than the following limits:

- a. Workers' Compensation - Statutory Limits
- b. Employer's Liability -
 - \$1,000,000 Each Accident
 - \$1,000,000 Each Disease - Each Employee
 - \$1,000,000 Each Disease - Policy Limit

Note that the Owner does not permit Workers' Compensation Exemption Status.

3. Commercial General Liability Insurance

All Enrolled Contractors must have General Liability insurance covering third party losses that occur away from the Project, and after Notice of Final Acceptance or OCIP termination or cancellation. Excluded Parties must provide this coverage for all operations relating to this Project.

Coverage must be on an ISO Occurrence Form acceptable to Owner, and shall include, but not be limited to, Premises-Operations, Personal Injury, Blanket Contractual Liability, Property Damage (with exclusions K&L removed), Fire Legal Liability, Independent Contractors, explosion, collapse and underground, and Products/Completed Operations. Provided below are the minimum insurance limits required:

<u>Limits</u>	<u>All Parties</u>
\$1,000,000	Each Occurrence
\$2,000,000	General Aggregate
\$2,000,000	Products/Completed Operations Aggregate*
\$1,000,000	Personal Injury and Advertising Liability
\$ 300,000	Damage to Premises Rented to You

*Including term up to 5 years after substantial completion

4. Umbrella/Excess Liability

The General Contractor Only: \$10,000,000 Each Occurrence/Aggregate

Umbrella/Excess Liability insurance, insuring against bodily injury, personal and advertising injury, and property damage, and all other coverages as specified above (Employers' Liability, Commercial General Liability and Commercial Automobile Liability). Coverage must be follow form and must apply as excess of the scheduled underlying policies. The General Liability, Automobile Liability and Employers' Liability limit requirement may be met by primary coverage or a combination of primary and Umbrella/Excess insurance.

SECTION 7 - INSURANCE PROVIDED BY THE CONTRACTORS AND ALL SUBCONTRACTORS (CONTINUED)

5. Aviation Liability

If required by the Owner, All Enrolled Contractors and Excluded Parties must provide Aviation Liability insurance covering all owned, non-owned, and hired aircraft, used, operated, or hired by the Contractor or the applicable Subcontractor in connection with the Project, including bodily injury, property damage, and Passenger Liability with a minimum limit of \$10,000,000 each occurrence.

6. Watercraft Liability

If required by the Owner, All Enrolled Contractors and Excluded Parties must provide Watercraft Liability and/or Protection and Indemnity insurance covering all owned, non-owned, and hired watercraft, used, operated, or hired by the Contractor or Subcontractor in connection with the Project, including bodily injury with a minimum limit of \$1,000,000 each occurrence.

7. Professional Liability (Architecture & Engineering Design Only)

Per Claim Made and in the Aggregate \$5,000,000

- Contractor/Consultant shall procure and maintain during the life of this contract Professional Liability insurance, including a three year Extended Reporting Provision.
- Owner reserves the right to provide this coverage and, should it elect to do so, will execute a deductive change order to remove the cost of this coverage from the contract price.

8. Qualifications of Insurers

Each Insurer of an Enrolled Contractor or Excluded Party who provides any insurance coverage required by this section must meet each of the following requirements:

- The Insurer must be authorized by the State of Georgia to transact property and/or casualty insurance business in the State of Georgia;
- The Insurer must have an A.M. Best Policyholder Rating of a "A-" and a Financial Rating of "Class VIII" or higher.

9. Certificate of Insurance

Prior to commencing any work at the Jobsite, all Enrolled Contractors and Excluded Parties must provide the Owner with a Certificate of Insurance. Failure of any party to provide such certificates of insurance will not be relief from the responsibility to carry and maintain such insurance. Certificates should be sent to the OCIP Administrator.

Coverage must include and Certificates of Insurance must evidence (see sample in forms section):

- a) Reference to: City of Atlanta, Hartsfield-Jackson Atlanta International Airport

Section 7 - INSURANCE PROVIDED BY THE CONTRACTORS AND ALL SUBCONTRACTORS (CONTINUED)

- b) Additional Insured: shall include City of Atlanta and others as required by contract as additional Insureds (as respects General and Automobile Liability). Coverage must be primary and non-contributory.
- c) Waiver of Subrogation: shall obtain a waiver of subrogation in favor of City of Atlanta and others as required by contract (as respects Workers' Compensation).
- d) Notice of Cancellation: All required policies shall be endorsed to provide that notice of cancellation shall be given to Owner by insurance agent/broker or carrier, or if unavailable, Contractor/Subcontractor must provide Owner with thirty (30) days advance written notice of cancellation or non-renewal (ten (10) days in the event of cancellation for non-payment of premium).
- e) The insurance requirements described in the OCIP manual are not intended to, and shall not in any way, limit or quantify the liabilities and obligations each Contractor assumes pursuant to its contract. The insurance requirements are an independent contract provisions and shall survive the termination or expiration of this contract or any subcontract.

10. Other Insurance Needed As Determined by Enrolled Contractors

The OCIP, as previously outlined, is intended to afford broad coverage and relatively high limits of liability, but may not provide all the insurance needed. Enrolled Contractors should have their insurance agent, broker or consultant review the coverages and limits outlined herein for adequacy against your existing program. In order to eliminate duplicate insurance premiums, Enrolled Contractors should amend their insurance program to recognize coverage provided to them under this OCIP. It is suggested that Enrolled Contractors' General Liability and Workers' Compensation policies exclude coverage for this Jobsite only to the extent coverage is provided by the OCIP. In this manner, any broadened coverages or limits under the Enrolled Contractors' insurance program will still be available to them. Any insurance for higher limits or other coverages that are required by the Contract, by law, or needed for the Enrolled Contractors' protection must be purchased separately. Any premiums, deductibles or self-insured retentions under any additional coverages shall be borne by Enrolled Contractors.

Contractors' policies of insurance covering their owned or leased machinery, watercraft, vehicles, tools, or equipment against physical loss or damage must include waiver of subrogation endorsements in favor of the Owner and the General Contractor, their employees, agents or assigns.

SECTION 8 - ENROLLING IN THE OCIP

WillCIP: Online Enrollment & Payroll Reporting System

Follow the instructions outlined in the WillCIP Online Enrollment & Payroll Reporting System Instructions document. A copy of the document can be obtained from the OCIP Administrator.

IMPORTANT NOTES

- a. Use premium rates in force at the time of the Contract Award. These rates will be applied to the entire project period.
- b. Comply with requests from the OCIP Administrator for documentation. (e.g., Workers' Compensation, General Liability, and Excess Liability Declaration and Rate Pages)
- c. Accurately estimate payroll and/or receipts anticipated for this Contract (initial bid and all change orders) so as to develop an accurate estimate of insurance costs. At completion of your work, a final audit will be conducted of the actual payroll, receipts and insurance costs.
- d. Maintain accurate and complete payroll records and timely submit to a payroll/receipts audit by the OCIP insurers and/or OCIP Administrator upon request. OCIP insurers have the right to audit payroll records annually, upon completion of work or upon policy expiration.
- e. Accurately utilize valid classification codes as defined in the latest version of the NCCI (National Council on Compensation Institute) Scopes Manual. These will also be audited and will be subject to change by the OCIP Manager should the work being performed not coincide with the classification codes and rates submitted with the enrollment.
- f. The Contractor hereby warrants the accuracy of the information provided to the OCIP Administrator and OCIP insurers; and agrees that the Owner, the OCIP Administrator, and the OCIP insurers may audit the Contractor's records at any time to confirm the accuracy of the information provided, including any changes in the work as referenced in the Contract.
- g. Contractors or Subcontractors may not commence work on this Project until enrollment is complete which requires that a complete enrollment is submitted, approved, and a certificate of insurance is provided by the OCIP Administrator to the Enrolled Contractor.
- h. Enrollment is NOT automatic – Contractors are required to complete a separate enrollment for each project/contract under which they are performing work. Excluded Contractors (those not eligible to participate in the OCIP due to contract value or scope of services) are also required to submit OCIP forms and a certificate of insurance evidencing coverages and limits required by the OCIP.
- i. Failure to submit the completed forms and documentation to the OCIP Administrator within 30 days of the initial request may result in a delay of your monthly progress payments.

SECTION 8 - ENROLLING IN THE OCIP (CONTINUED)

- j. Enrolled Contractors must submit monthly reports for payroll and receipts associated with **Onsite** work for this Project.
- k. Payroll and receipts must be submitted separately for each contract awarded for this Owner.
- l. If no work is performed at the site during the reporting period, a report must still be submitted using zeros for payroll and receipts.
- m. Use of Class Code 8810 shall apply ONLY to Onsite clerical employees who remain in the Onsite trailer and do not walk the Project.
- n. Use of Class Code 5606 shall apply ONLY to individuals dedicated full time to this Project site, who work mainly inside the Onsite trailer, and supervise through foreman. Those who directly supervise work must be classified under the governing (majority) class code. Individuals classified under 5606 may not have their time split with another class code.
- o. Monthly Payroll and Receipts Reports are due by the 10th of each month.

**Failure to promptly provide payroll information will result
in a delay of your monthly progress payments.**

Certificate of Insurance

- a. Provide a Certificate of Insurance including coverages and wording (as shown) with the actual limits on Certificate of Insurance. (See example in Forms Section.) A current certificate of insurance must be provided for each policy period.
- b. Upload Certificate in the WillCIP system or Submit to:

Sheila Cassidy, JLM Risk Management Group
sheila.cassidy@atlanta-airport.com

SECTION 8 - ENROLLING IN THE OCIP (CONTINUED)

Notice of Completion Form

- a. Each Enrolled Contractor will submit a Notice of Completion Form, once the Enrolled Contractor has completed all of its work (including punch-list items).

- b. Submit to: Sheila Cassidy, JLM Risk Management Group
sheila.cassidy@atlanta-airport.com

SECTION 9 – OCIP FORMS

CITY OF ATLANTA - Hartsfield-Jackson Atlanta International Airport

Sample Certificate

<h2 style="margin: 0;">CERTIFICATE OF LIABILITY INSURANCE</h2>	DATE (MM/DD/YYYY)
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE AGENT'S NAME ADDRESS CITY, STATE ZIP CODE TELEPHONE NO. (INCLUDING AREA CODE)	CONTACT NAME: PHONE (A/C, No. Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="width: 70%; border: none; text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%; border: none; text-align: center;">NAIC#</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#
INSURER(S) AFFORDING COVERAGE	NAIC#		
INSURED YOUR COMPANY NAME ADDRESS CITY, STATE, ZIP CODE TELEPHONE NO. (INCLUDING AREA CODE)	INSURER A : ABC Insurance Company INSURER B : DEF Insurance Company INSURER C : GHI Insurance Company INSURER D : JKL Insurance Company INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	X		Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE	\$1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGES TO RENTED PREMISES(Ea occurrence)	\$300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$1,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS-COMP/OP AGG	\$2,000,000
B	AUTOMOBILE LIABILITY	X		Policy Number	MO/DAY/YR	MO/DAY/YR	COMBINED SINGLE LIMIT (Ea accident)	See Limit*
	<input type="checkbox"/> ANY AUTO						BODILY INJURY(Per person)	\$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY(Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB			Policy Number	MO/DAY/YR	MO/DAY/YR	EACH OCCURRENCE	SEE
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE	Limit
	DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/>							Requirements
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	Policy Number	MO/DAY/YR	MO/DAY/YR	<input checked="" type="checkbox"/> WC Statutory Limits <input type="checkbox"/> OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE – EA EMPLOYEE	\$500,000
	OTHER						E.L. DISEASE – POLICY LIMIT	\$500,000

***Coverage Limit Requirements:**
****AOA = Aircraft Operations Area**
 \$ 2,000,000 Combined Single Limit – Operations in NON-AOA**
 \$10,000,000 Combined Single Limit – Operations in AOA**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: City of Atlanta, Hartsfield-Jackson Atlanta International Airport ADDITIONAL INSURED (AUTO AND GENERAL LIABILITY): City of Atlanta and General Contractor. Coverage is primary & non-contributory. WAIVER OF SUBROGATION (WORKERS' COMPENSATION) for City of Atlanta and General Contractor.

CERTIFICATE HOLDER City of Atlanta Attn : Risk Manager 6000 N. Terminal Pkwy., Atrium Suite 4000 Atlanta, GA. 30320 Email to : sheila.cassidy@atlanta-airport.com	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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SECTION 9 – OCIP FORMS (CONTINUED)

CITY OF ATLANTA Hartsfield-Jackson Atlanta International Airport

NOTICE OF COMPLETION FORM

Date: _____

From: _____
(Your Company Name)

Contact Name: _____

Telephone No: _____

Email Address: _____

Please be advised that the following Enrolled Contractor is scheduled to complete work.

Subcontractor:			
Contract Number:			
Contact/Title:			
Telephone No:			
Email Address:			
Work Description:			
Final Contract Value:			
Final Payroll:			
Start Date:		Completion Date:	

Name of lower-tiered Subcontractors, if any, which are included in this work:

Is this the only contract for this Contractor at this project? Yes _____ No _____

If no, please list: _____

Signed By: _____ **Title:** _____ **Date:** _____

PLEASE SUBMIT TO: Sheila Cassidy, OCIP Administrator, JLM Risk Management Group
E-Mail Address: sheila.cassidy@atlanta-airport.com

SECTION 10 – CLAIMS ADMINISTRATION

Claims Reporting

All Workers' Compensation, General Liability and Builders Risk claims, including incidents, accidents and unusual circumstances which may reasonably be expected to develop into claims against OCIP policies, must be reported by Contractors and/or subcontractors as soon as possible. All accidents and incidents must be reported no later than the close of business on the date of the occurrence. **Reports may be made by telephone or email to the contacts listed below.**

Following any accident or incident, basic scene investigation should be undertaken by any involved Contractor's safety representative to establish the facts of the accident and to assist in the OCIP carrier's claims adjustment process.

- Determine what happened and write it down.
- Take photographs and/or measurements, as applicable.
- Identify all involved parties, including witnesses, and obtain contact information.
- Record date(s), time(s) and weather conditions.
- Preserve and protect physical evidence.
- Maintain complete confidentiality.
- Cooperate fully with the OCIP Carrier's adjuster.

Send Copies of all Claims Reports to:

- **OCIP Claims Consultant: David Simmons**
david.simmons@willis.com (404) 224-5062
- **OCIP Administrator: Sheila Cassidy**
sheila.cassidy@atlanta-airport.com (404) 766-8715
- **OCIP Safety Director: Chris Blair**
chris.blair@atlanta-airport.com (404) 465-0723

Claim and Accident Reporting Procedures

The immediate reporting of all circumstances which might lead to, or involve a CLAIM is a requirement and non-compliance may jeopardize coverage. Refer all questions to the Owner's Construction Manager and or the Owner's insurance carrier. The following are minimum requirements for specific circumstances:

- Fatal and Serious Accidents (Employees and members of the public)

Secure emergency medical services.

Telephone, in the following order:

- a) Owner's Representative(s)
- b) Construction Manager

- Workers' Compensation – An Employer's **First Report of Injury** report shall be completed for all employees becoming injured or sick during the course of employment.

Original and one copy to Owner's Representative(s)

Two copies to Construction Manager

One copy for Contractor's Records

- General Liability Insurance – A **Claims Report** shall be completed when any member of the public is injured and/or his/her property is damaged, and when injury occurs to personnel or property of other Contractors and/or Subcontractors.

Original and one copy to Owner's Representative(s)

Two copies to Construction Manager

One copy for Contractor's Records

- All Risk Course of Construction (sometimes referred to as Builders Risk) – A **Claims Report** shall be completed when physical damage occurs to any part of the construction works, from whatever cause.

Original to Owner's Representative(s)

Two copies to Construction Manager

One copy for Contractor's Records

- Automobile Insurance – A **Claims Report** shall be completed when there is any accident/incident involving an automobile.

Original and one copy to Owner's Representative(s)

Two copies to Construction Manager

One copy for Contractor's Records

Exhibit D

CONSTRUCTION SAFETY AND HEALTH PLAN (OCIP) FC-8690 Permanent Solution to Sewer Force Main Break

1.0 Safety and Health Plan.

- 1.1 The City of Atlanta ("CITY") has established this Construction Safety and Health Plan ("Plan") to promote safety and to minimize and control hazards and risks associated with construction projects at the Airport.
- 1.2 It is our goal to have zero safety incident Projects where all personnel can perform assigned tasks in a safe environment in accordance with governmental requirements and industry standards as specified in paragraph 2.0 of this document.
- 1.3 In this Plan, CITY's Safety Representatives include City of Atlanta's Office of Enterprise Risk Management, its CITY Controlled Insurance Program Safety (OCIP) Director, the Program Safety Manager, designated CITY Safety professionals performing as Owner Representative, and any other designee of CITY. In the event of any conflicting determinations among the CITY's Safety Representatives and / or consultants, the decision of the Director of CITY's Office of Enterprise Risk Management shall prevail.
- 1.4 The following CONTRACTOR submitted plans require approval by CITY before construction work can be started:
 - 1.4.1 Site Specific Safety Plan (see paragraph 8.0 of this document)
 - 1.4.2 Fire Prevention Plan (see paragraph 9.0 of this document)
 - 1.4.3 Hazard Communication Plan (see paragraph 10.0 of this document)
 - 1.4.4 Traffic Control Plan (see paragraph 11.0 of this document)
 - 1.4.5 Trench Excavation Plan (if required) (See paragraph 12.0 of this document)
- 1.5 If a project is designated to be covered under the OCIP insurance coverage, the CONTRACTOR must first enroll the company through the OCIP web-based system and, additionally, ensure all subcontractors are properly enrolled. No contractor or subcontractor personnel will be allowed on a construction site until

all OCIP enrollment requirements are complete; OCIP badging is complete; the Project Safety Manager is approved; and required Plans, per paragraph 1.4, are approved.

2.0 Government Requirements and Industry Standards.

2.1.1 CONTRACTOR will comply with all Governmental Requirements and industry standards pertaining to safety and health at any Jobsite, including, but not limited to:

- 2.1.1.1 OSHA Construction Safety and Health Regulations, CFR Part 1926
- 2.1.1.2 CFR Part 1910
- 2.1.1.3 NFPA Standards
- 2.1.1.4 Operational Safety on Airport Construction (FAA 150/5370-2C)
- 2.1.1.5 N.E.C Standards
- 2.1.1.6 ANSI Standards
- 2.1.1.7 EPA Standards
- 2.1.1.8 MUTCD Standards

3.0 Responsibilities. This Plan is part of the Contract Documents. CONTRACTOR must, at all times, comply with all aspects of this Plan as well as ensure that all employees and subcontractors comply with the provisions of this Plan. CONTRACTOR will provide to CITY, and any person designated by CITY, access to CONTRACTOR personnel and to CONTRACTOR owned facilities for the purpose of performing audits and inspections of CONTRACTOR, CONTRACTOR personnel and/or any of the relevant information relating to the Plan and/or this Agreement. CONTRACTOR is subject to being audited under this Plan at any time during the term of this Agreement. CONTRACTOR shall provide full cooperation to CITY and its designated persons in connection with audit functions and examinations by regulatory authorities.

3.1 Contractor Responsibilities.

3.1.1 CONTRACTOR must include the obligations of this Plan in all of its written employment agreements, Subcontracts, purchase orders and any other documents utilized by it in obtaining goods and services relating to CONTRACTOR's performance of this Contract and Work on the Project. The failure of CONTRACTOR to submit any reports required by this Plan or to violate any of its provisions shall be sufficient cause to terminate CONTRACTOR'S right to proceed with the work. Stoppage or termination to proceed under this provision should not give rise to CONTRACTOR's right to seek damages or other relief for any resulting delay.

Noncompliance with any provision is sufficient cause for the City to delay approval of CONTRACTOR'S invoices for progress payments.

- 3.1.2 CONTRACTOR's Project Safety Manager may conduct as many inspections as he/she deems necessary on a daily basis. However, CONTRACTOR **must conduct** at least one (1) inspection per day of CONTRACTOR's Work, Jobsites and storage areas to assure safe conditions and practices. The Project Safety Manager will determine the number of daily inspections based on the sensitivity of the work being performed and in a sufficient manner to monitor safe operations on the Project.
- 3.1.3 Provide for training of all Employees in all Plan requirements, to include OCIP and CONTRACTOR safety orientation as well as trade training.
- 3.1.4 Immediately report to CITY'S Safety Representatives of any death, injury or damage to property at any Jobsite (or Work storage area) on the Airport or any other property adjacent to or near the Airport at which Work under this Contract is performed, per paragraph 7.0 of this document.
- 3.1.5 Full cooperation in the conduct of inspections by CITY's Safety Representatives, governmental agencies and other agencies of competent jurisdiction, e.g. OSHA. Copies of citation notices received by CONTRACTOR or its subcontractors from such agencies must be submitted to the CITY's Safety Representatives immediately upon receipt.
- 3.1.6 Use of equipment and protective devices as required by applicable regulatory agencies and CITY.
- 3.1.7 Immediate correction by CONTRACTOR of any unsafe conditions or unsafe acts by its employees, subcontractors, vendors, suppliers, etc.
- 3.1.8 Medical surveillance requirements for personnel exposed to hazardous substances, e.g. radiation badges.
- 3.1.9 Safety requirements and procedures for decontamination facilities, e.g. protective clothing and warning signs.
- 3.1.10 The use of forms and other information attached to this Plan, or such other forms or versions of those forms that CITY may, from time to time, direct CONTRACTOR to use.

3.1.11 Thorough investigation of safety incidents to ensure the inclusion of witness statements, completed incident forms, development of lessons learned that are fully distributed through the contractor's team and its subcontractor's, and incident investigation follow-up when new information has been obtained.

4.0 CONTRACTOR Obligations. The CONTRACTOR acknowledges that the effectiveness of this Plan depends on the active participation and cooperation of the CONTRACTOR, its Subcontractors and all Employees.

4.1 General. CONTRACTOR must:

4.1.1 Employ a full- time site dedicated Project Safety Manager per shift. The Project Safety Manager shall ensure that all of the Contractor's and its Subcontractors' activities under this Contract are in compliance with this Plan, the Contractor's Site-Specific Safety Plan, all Governmental Requirements and applicable industry standards. The CONTRACTOR's Project Safety Manager must submit weekly reports to the CITY's Safety Representatives each Monday on the previous week's inspections. CONTRACTOR's Project Safety Manager must utilize the Contractor's Safety Performance Report as required by OCIP.

4.1.1.1 The CONTRACTOR's responsibility cannot be delegated to subcontractor, suppliers or other persons. CONTRACTOR and lower tier subcontractor shall have a safety representative as a member of its organization at the jobsite whose duty it shall be to conduct its safety program and monitor subcontractor's compliance with the requirements of this document and preventing unsafe conditions and accidents. CONTRACTOR shall submit the qualifications (Resumes) of all proposed safety representatives to the CITY's Safety Representatives for review and consent prior to mobilization on the site. If the subcontractor's projected workforce is a total of twenty-five (25) or less an appropriately trained and experienced supervisor shall be given the duties of Safety Representative. If the subcontractor's projected workforce is twenty-five (25) or more a full-time safety professional shall be assigned to the site. When the subcontractor's total trade work force exceeds one hundred fifty

(150) or more an additional safety professional shall be assigned. CONTRACTOR will be in compliance with paragraph 4.2: *Training Attendance Requirements*.

- 4.1.2 Comply with applicable Governmental Requirements, industry standards, and Airport Regulations and Requirements, as outlined in this Plan and the Contract Documents.
- 4.1.3 Provide safety incident data to the City's Safety Representatives, as required.
- 4.1.4 Must return OCIP badges to the OCIP Office when CONTRACTOR's employees are no longer working on the Project.
- 4.1.5 CONTRACTOR is ultimately responsible for accident prevention and Jobsite safety. This responsibility may not be delegated to Subcontractors or other Persons.
- 4.1.6 **Experience Modification Rate (EMR) Requirements for Subcontractor(s):**

- 4.1.6.1 Contractor shall not, without the prior written approval of ENGINEER, subcontract with any entity which exceeds the following safety ratings for the previous year.

- 4.1.6.1.1 EMR: 1.00

- 4.1.6.1.2 LWDC: 2.00

- 4.1.6.1.3 OSHA Recordable: 4.00

- 4.1.6.2 If the Contractor elects to enter into a subcontract with any entity that exceeds the above minimum requirements, the Contractor shall submit supporting documents to the CITY identifying the reason(s) for the Subcontractor's rate(s) being higher than the above stipulated rates. The additional documents to be submitted include the previous three (3) years OSHA 300 Logs, the previous three (3) years EMR ratings and any other documents deemed necessary by the ENGINEER to complete the review. In addition, the Contractor will provide, in writing, to the

ENGINEER those additional safety oversight and mitigation measures to include changes to its work plan that the Contractor will implement in monitoring and in assisting the “at risk” Subcontractor until that portion of the Contract is complete. The ENGINEER, the Program Safety Manager and the OCIP Safety Director will review the submitted documents. The ENGINEER will render a decision regarding acceptance of the “at risk” Subcontractor on the project site and/or into the OCIP.

4.2 Training Attendance Requirements.

- 4.2.1 All Employees must attend a required Project Safety Orientation Class provided by the CONTRACTOR prior to starting Work on any Airport project. The orientation will cover all requirements outlined in section 4.4.1. After completion of the Project Safety Orientation Class, workers will receive an OCIP badge that must be worn on the outer layer of clothing between the belt and the shoulder.
- 4.2.2 CONTRACTOR, upon request, must provide evidence of the competent person’s training for critical items of work (e.g., trench excavation).

4.3 CONTRACTOR Project Safety Manager Approval Process.

- 4.3.1 CONTRACTOR shall submit a resume(s) showing the experience and qualifications for Contractor’s proposed Project Safety Manager(s) to the CITY’s Safety Representatives prior to mobilization at any Jobsite. The minimum qualifications for a CONTRACTOR Project Safety Manager must have verifiable experience administering a safety program with a comparable size workforce on a similar type project. The Program Safety Manager and the CITY’s OCIP Safety Director will review the submitted resumes for the Contractor’s proposed original or successor Safety Manager(s) to assure that the minimum qualifications are met.
- 4.3.2 CONTRACTOR’s project manager and superintendent must have a minimum of OSHA 30 safety training.
- 4.3.3 CONTRACTOR’s Project Safety Manager must be OSHA 500 authorized.

- 4.3.4 CONTRACTOR is solely responsible for ensuring that its Project Safety Manager is of the caliber and quality to ensure compliance with the Construction Safety and Health Plan and the Contractor's Site-Specific Safety Plan.
 - 4.3.5 The CITY reserves the right to interview a proposed candidate to better ascertain knowledge and experience before approving or disapproving a candidate. After the Project Safety Manager is approved, the CITY reserves the right to remove CONTRACTOR'S Project Safety Manager at any time for non-performance and/or non-compliance with The Construction Safety and Health Plan.
- 4.4 **CONTRACTOR's Project Safety Manager Responsibilities.** Contractor's Project Safety Manager must perform daily safety inspections of all Jobsites to eliminate unsafe acts and/or conditions in violation of the Contract Documents, Contractor's Site-Specific Safety Plan, and OSHA regulations.
- 4.4.1 Ensure that all workers attend, prior to commencing Work, an orientation program coordinated by the CONTRACTOR that will include, as a minimum, a review of: (a) hazards present in the area of Work; (b) the personal protective equipment and apparel employees must use or wear as specified under OSHA, and this Plan, (c) accident/incident reporting procedures; and (d) the panel of physicians available for treatment. Meetings must be conducted to accommodate all language requirements of the CONTRACTOR's Employees attending.
 - 4.4.2 Ensure all Employees and subcontractors are made aware of the steps to take in the event of an accident or incident and the location of first aid facilities.
 - 4.4.3 Provide weekly written reports to CITY'S Safety Representatives of all observed unsafe conditions or practices at any Jobsite, in violation of the Contract Documents, Contractor's Site-Specific Safety Plan, OSHA, Governmental Requirements or industry standards, specifically detailing all corrective actions taken.
 - 4.4.4 Conduct root cause analysis following ALL personnel, equipment, and near-miss incidents.

- 4.4.5 Assist Program Safety Manager in the follow up root cause analysis, to include all documentation requested by the Program Safety Manager.
- 4.4.6 Review safety meeting reports submitted by all Job Superintendents and take necessary action to ensure that meaningful weekly safety meetings are being conducted.
- 4.4.7 Implement safety-training programs for all Job Superintendents and Employees applicable to specific responsibilities of each position.
- 4.4.8 Control the availability and use of necessary safety Equipment, including Personal Protective Equipment (PPE) for all Employees.
- 4.4.9 Cooperate with Safety Managers of other contractors, and take necessary steps to promptly implement appropriate safety recommendations.
- 4.4.10 Hold safety meetings on a weekly basis. Documentation of topics discussed and attendees must be maintained by CONTRACTOR and provided to the CITY'S Safety Representatives on the Monday following each week of the Project Work. Meetings must be conducted to accommodate all language requirements of the CONTRACTOR'S Employees attending.
- 4.4.11 Provide monthly man-hour reports to the OCIP Administrator on the Monday following the 10th of the month. CONTRACTOR will ensure compliance of his staff and his subcontractors.
- 4.4.12 Attend the scheduled OCIP Safety Meeting at time and location determined by the OCIP Safety Director. The schedule of OCIP Safety meetings will be provided at the start of the project.

5.0 Miscellaneous Safety Requirements.

- 5.1 **Safe Operations.** CONTRACTOR is fully and solely responsible for conducting all operations under this Contract at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to individuals and damage to property. CONTRACTOR must continually and diligently inspect all equipment, materials and Work to discover any conditions that might involve such risks

and is solely responsible for discovery and correction of any such conditions.

5.2 Safety Orders. CONTRACTOR must have copies of appropriate Federal, State and Local Safety Regulations at all Jobsites available for Employees to review and must comply with all provisions.

5.3 General Safety Provisions. CONTRACTOR must protect the health and safety of Employees, the public and other Persons, prevent damage to property, Materials, supplies, and Equipment and avoid interrupting the normal operation of the Airport. Although the list below is not exhaustive, CONTRACTOR must:

5.3.1 Ensure only approved safety cans are used for flammable and combustible liquids. "No Smoking or Open Flame" signs and fire extinguishers must be provided where required or as directed by owner's safety representative. Approved safety cans must be metal with flash arresters and spring-loaded tops.

5.3.2 Prevent construction/maintenance activities or materials from hampering any crash-fire-rescue vehicle access to any parts of the Airport.

5.3.3 Continuously remove all bird attractions, such as edibles (food scraps, etc.) or other miscellaneous garbage, trash, or pooled water at all Jobsites where CONTRACTOR is performing Work.

5.3.4 Secure all material and equipment to prevent displacement from wind or jet blast. No survey or barricade tape is to be used on any project inside the Aircraft Movement Area (AMA).

5.3.5 Have temporary electrical service equipped with ground fault circuit interrupters.

5.3.6 Provide adequate and proper fencing, barricading, marking, and lighting of construction, maintenance or other sections of the Airport that are temporarily closed to normal Airport use.

5.3.7 Ensure that all Employees working on, erecting, dismantling or modifying any scaffolding are trained by a competent person.

5.3.8 The CONTRACTOR must ensure all documentation of project safety training as well competent person training are maintained and are easily accessible, if required.

6.0 Protection of the Public and Property. CONTRACTOR must take all steps necessary to ensure protection of the public and property, including, but not limited to, adhering to the following requirements:

- 6.1 When it is necessary to maintain public use of Jobsites involving sidewalks, entrances to buildings, lobbies, corridors, aisles, stairways, and vehicular roadways, CONTRACTOR must protect the public with appropriate guardrails, lighting, barricades, temporary fences, overhead protection, temporary partitions, shields, and adequate visibility. This mandatory protection must guard against harmful radioactive rays or particles, flying materials, falling or moving materials and equipment, hot or poisonous materials, explosives and explosive atmospheres, flammable or toxic liquids and gases, open flames, energized electric circuits, or other harmful exposures.
- 6.2 Sidewalks, entrances to buildings, lobbies, corridors, aisles, doors, or exits that remain in use by the public must be kept clear of obstructions to permit safe ingress and egress of the public at all times.
- 6.3 Appropriate warnings, signs and instructional safety signs must be conspicuously posted where necessary. In addition, a signalman must control the movement of motorized equipment in areas where the public might be endangered, in accordance with the MUTCD.
- 6.4 Sidewalk sheds, canopies, catch platforms, and appropriate fences must be provided when it is necessary to maintain public pedestrian traffic adjacent to the erection, demolition or structural alteration of outside walls on any structure.
- 6.5 A temporary fence must be provided around the perimeter of above ground operations adjacent to public areas, except where a sidewalk shed or fence is required. Perimeter fences must be at least six (6) feet high. They may be constructed of wood or metal frame and sheathing, wire mesh or a combination of both. When the fence is adjacent to a sidewalk near a street intersection, at least the upper section of the fence must be open wire mesh from a point not over four (4) feet above the sidewalk and extending at least twenty-five (25) feet in both directions from the corner of the fence. Fences, which serve also as a component of the airfield security fence or within the Air Operations Area (AOA), shall be constructed in accordance with applicable Airport specifications.

- 6.6 Safe and adequate pedestrian zones and public transportation stops, as well as pedestrian crossings of the work at intervals not exceeding three hundred (300 feet) (90 m) also must be maintained, unless otherwise modified by CITY.
- 6.7 CONTRACTOR must furnish, erect, and maintain all barricades, warning signs and markings for hazards necessary to protect the public and the Work. When used during periods of darkness, such barricades, warning signs and hazard markings must be suitably illuminated, in accordance with the MUTCD.
- 6.8 Warning signs and lights, meeting Airport and FAA requirements, must be maintained from dusk to sunrise along the guardrails, barricades, temporary sidewalks, and at every obstruction to the public. These items must be placed at both ends of the protections or obstructions and not over twenty (20) feet apart alongside of the protections or obstructions.
- 6.9 Temporary sidewalks must be provided when a permanent sidewalk is obstructed by CONTRACTOR's operations. Guardrails must be provided on both sides of temporary sidewalks.
- 6.10 Fuel-burning lanterns, burn barrels, torches, flares, or other open-flame devices, are prohibited.

7.0 Accident Investigation and Reporting.

- 7.1 **ALL ACCIDENTS, INCIDENTS, NEAR MISSES, UNSAFE ACTS OR UNSAFE CONDITIONS MUST BE IMMEDIATELY REPORTED PER THE INCIDENT REPORTING PROTOCOL AND FOLLOWED UP WITH A WRITTEN REPORT WITHIN TWENTY-FOUR (24) HOURS OF THE OCCURRENCE. THIS PROTOCOL DOCUMENT WILL BE PROVIDED UPON ENROLLMENT IN THE OCIP.**
- 7.2 **First Aid. All accidents which occur from operations or Work performed at the Airport must be referred to the listed panel of physicians, except in cases of extreme emergency. This list will be provided to the CONTRACTOR upon enrollment in the OCIP.**
- 7.3 **Emergency Telephone Numbers. CONTRACTOR must post a list of emergency telephone numbers; to include doctor and ambulance, fire, etc., next to telephones at the Project.**

- 7.4 **Posted panel of physicians.** CONTRACTOR must post the Panel of Approved Physicians furnished by the OCIP Insurance Carrier in a conspicuous location where it can be seen by all Employees.
- 7.5 CONTRACTOR must secure the affected area immediately after the accident in order to prevent any alteration of the scene before the investigation. The area is to be cordoned off and an individual posted by CONTRACTOR to restrict unauthorized personnel as necessary.
- 7.6 CONTRACTOR shall not make any news releases or statements to the public regarding any matters related to the Project.
- 7.7 CONTRACTOR must obtain witness statements when there has been an incident/accident. The witness must sign and date the statement. CONTRACTOR must provide the CITY'S Safety Representatives with all witness statements within twenty-four (24) hours of completion of witness statements.
- 7.8 The Incident/Accident Report form must be filed within twenty-four (24) hours of the occurrence with the CITY's Safety Representative, the Program Safety Manager, and the OCIP Safety Director.
- 7.9 Appropriate drug screening must be conducted after any incident or accident within four (4) hours.
- 7.10 CONTRACTOR will conduct a root cause analysis with the appropriate parties involved in the incident and other stakeholders within 48 hours of the incident. A detailed summary report of the results of the analysis will be provided to the CITY's Program Safety Manager and the OCIP Safety Director.

8.0 Site-Specific Safety Plan.

- 8.1 **General:** This Plan is intended as a universal document for all work the CONTRACTOR is to perform per the Contract Documents. Once approved by the CITY's Office of Enterprise Risk Management, it must be fully briefed and disseminated to all contractor personnel and subcontractor personnel. This Plan is a "living document" and will be updated as needed.
- 8.2 Site specific safety plan must be developed in accordance with guidelines in Appendix 1 of this document.

9.0 Fire Prevention Plan / Program.

9.1 General. A Fire Prevention Plan / Program must be submitted in writing to the ENGINEER, for review and coordination with other Jobsite activities prior to commencing Work at any Jobsite. Such program must include:

- 9.1.1 At a minimum, OSHA and NFPA standards.
- 9.1.2 Restriction of burning to designated areas. No unauthorized fires shall be permitted on Jobsite.
- 9.1.3 Assignment of fire watches, trained and equipped to prevent or control fires, for all welding and burning operations. Fires should be monitored for three hours after the burning.
- 9.1.4 Proper identification, storing, handling and use of inflammable Material to prevent accidental ignition.
- 9.1.5 Adequate fire extinguishing Equipment appropriate for the operations being performed must be provided and Employees must be trained in the maintenance and use of such Equipment.
- 9.1.6 Evacuation procedures and fire drills as required by the Program Safety Manager.

10.0 Hazard Communication Plan / Program.

10.1 General. A Hazard Communication Plan / Program must be submitted in writing to the Program Safety Manager and the OCIP Safety Director for review and coordination with other Jobsite activities prior to commencing Work at any Jobsite. This Program shall include:

- 10.1.1 Receipt/Identification of Material Safety Data Sheets (MSDS) for Materials being brought onto the Jobsite by CONTRACTOR or its Subcontractors.
- 10.1.2 Employee training on MSDS's and in the handling and disposal of Materials that fall under statutory regulations.
- 10.1.3 Medical Surveillance Program. CONTRACTOR will establish a medical surveillance program to monitor the health of employees whose work environment may be exposed to

occupational hazards. Health records will be maintained for thirty (30) years after the last date of employment.

11.0 Traffic Control Plan.

11.1 General. The CONTRACTOR must also submit to DOA Operations for approval a comprehensive plan detailing how traffic will be maintained on all Work under this Contract. For vehicular and pedestrian traffic, CONTRACTOR must furnish, erect and maintain barricades, warning signs, lights and other traffic control devices in reasonable conformity with the Manual of Uniform Traffic Control Devices (MUTCD) for Streets and Highways (published by United States Government Printing Office).

12.0 Trench Excavation Plan.

12.1 General. Before excavating any trench five (5) feet or more in depth, CONTRACTOR must submit to ENGINEER and CITY's Safety Representatives a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for the Employees' protection from the hazard of caving ground during the excavation of such trench. The Plan must be designed per OSHA standards.

13.0 Construction Requirements.

13.1 Fall Protection Requirements. These fall protection requirements are mandatory for all trades, involved in performing Work on the Project.

13.1.1 CONTRACTOR must apply and enforce 100% fall protection for all work performed six (6) feet or more above ground or finished floor level.

13.1.2 CONTRACTOR must take all practical measures to eliminate, prevent and control fall hazards. The Project must be surveyed prior to the commencement of any Work to identify all hazards of Personnel falling from elevations. First consideration must be given to the elimination of those hazards. If a fall hazard cannot be practically eliminated, second consideration must be given to implementing effective permanent means of fall protection.

13.1.3 All Employees who are working where fall hazards cannot be eliminated or falls prevented must be uniformly equipped,

trained and given refresher training every twelve (12) months to minimize adverse effects of accidental falls.

13.1.4 All employees must utilize a full body harness with two (2) shock-absorbing lanyards to allow continuous protection.

13.1.5 Guardrail systems consisting of a top rail, mid-rail and toe plate must be installed on perimeter edges or scaffolding.

13.2 **Eye, Face and Head Protection Policy.** All personnel shall at all times wear American National Standard Institute approved safety glasses, hard hats and face shields (as needed) while working on the Jobsite.

13.3 **Lighting and other Hazard Markings.** CONTRACTOR must furnish, erect and maintain markings and associated lighting of open trenches, excavations, temporary stock piles and its parked construction Equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the Airport in reasonable conformance to FAA guidelines, including FAA Advisory Circular 150/5370-2D, Operational Safety on Airports during Construction. CONTRACTOR must identify each motorized vehicle or piece of construction equipment in reason conformance to FAA Advisory Circular 150-5370-2D.

14.0 Safety Not Separately Priced. Costs for performing all Work necessary to provide safety measures must be incidental to the prices for other items of Work, and not priced separately.

15.0 Enhanced Project Safety Rules. The project safety rules attached as Appendix 2 to this Exhibit will be briefed to all personnel and posted on the project site. These rules are intended to enhance OSHA requirements and to establish policy for projects on the Hartsfield-Jackson Atlanta International Airport (HJAIA).

Appendix 1 to Exhibit D

Components of a CONTRACTOR Health and Safety Plan

Section 1 – This section should include a safety commitment letter signed by the President of your company. The following items must be addressed by this letter:

- a. Company commitment to being incident and injury free, and your company's philosophy on safety.
- b. Company acknowledgement that they will support and participate in a light duty/return to work policy.
- c. Company acknowledgement that they will commit to drug free workplace.
- d. Company acknowledgement that they will comply with OSHA Standards 29 CFR 1926, 29 CFR 1910 and 46 CFR (if applicable)
- e. Project Safety Manager's name and lines of authority, his authority regarding safety matters.
- f. The following attachments should follow the commitment letter:
 1. Project Safety Manager and Alternate Safety Manager's resumes (must meet specification qualifications).
 2. Contact List for Supervisory Staff:
 - i. Name
 - ii. Job Title
 - iii. Office Telephone Number
 - iv. Cellular Telephone Number
 - v. E-mail address
 3. List of Subcontractors:
 - i. Name of Subcontractor
 - ii. Address
 - iii. Contact Person
 - iv. Office Telephone Number
 - v. Cellular Telephone Number
 - vi. E-mail address

Section 2 – This section should include your company disciplinary policy which incorporates Section 6 of Appendix 2, Safety Rules for All Projects..

Section 3 – This section should include your company drug policy which incorporates Section 2 of Appendix 2, Safety Rules for All Projects.

Section 4 – This section should include the site specific job hazard analysis for your project. It should take the tasks in your project schedule, analyze the hazards and list the proposed safety measures to abate those hazards.

Section 5 – This section should include your health and safety program administration.

- a. How you intend to conduct the on-site, day-to-day operations of your program and roles / responsibilities of those in your organization in compliance with state, federal and local jurisdictions, commitment to safety education and training.
- b. How you handle new hire training, employee responsibilities, first aid, CPR, Return to Work Program, etc.
- c. Include in this section how you will address the items included in 29 CFR 1926 Subpart C General Safety and Health Provisions.

Section 6 – This section should be broken up into safety categories. At a minimum, it shall include sections on the following:

- a. Safe Work Practices
- b. Housekeeping
- c. Personal Protective Equipment
- d. Respiratory Protection
- e. Hearing Protection
- f. Fall Protection
- g. Fire Prevention
- h. Ladder, Stairway and Ramp Safety
- i. Scaffolding
- j. Electrical Safety
- k. Lockout / Tag out Procedures
- l. Tool safety
- m. Personal Hoists / Man-lifts
- n. Welding and Cutting
- o. Compressed Gas Cylinders
- p. Excavation and Trenching
- q. Mobile Equipment Operation and Operator Training
- r. Trucking
- s. Steel Erection
- t. Cranes & Rigging
- u. Hazardous Material Handling
- v. Hazard Communication Compliance
- w. Confined Space Entry Program
- x. Concrete and Masonry Construction
- y. Demolition
- z. Explosives
- aa. Work Zone Safety – MUTCD
- bb. Site Security
- cc. Miscellaneous – (Include any applicable items not covered above needed to successfully complete your contract.

Note: Not all items in Section 6 may be used in the course of your construction. If an item is not relevant, you may leave it out of your plan, but indicate under that item that it is not needed for your project. There may also be items not included above that are relevant, but which are not included above. Those items must still be addressed in your plan.

A failure to include items in your safety plan which may be needed later will not relieve you of the responsibility to comply with all government standards that would apply and we reserve the right to require a supplemental safety submission to address that specific issue.

Appendix 2 to Exhibit D

Safety Rules for All Projects

1. OCIP Site Badges and OCIP Safety Orientation.

- a. Badges will be issued upon completion of the required safety orientation and will be good until the expiration date shown on the badge. If a worker changes companies or projects, that worker may come in with a Safety Orientation Sign-Off Sheet from the CONTRACTOR'S Project Safety Manager for the new project. Information in the OCIP database will be updated and a new badge issued. Specified times for badging will be given to the contractor at the pre-construction meeting.
- b. All workers shall display their OCIP badge on the outer layer garment of clothing between the belt and shoulder. Workers who are on site without a badge will be asked to leave the project.
- c. Workers who lose their badge will be required to pay a \$20.00 replacement fee for a new badge.

2. Drug and Alcohol Testing.

- a. Use and/or possession of intoxicants, alcohol or drugs, are strictly prohibited. Use and/or possession will result in immediate termination and removal from the project.
- b. Drug testing shall be a regular part of your program and include the following types of testing:
 - i. Post Accident – a worker who has an accident will be drug tested at the hospital or clinic. This applies to property and personnel incidents.
 - ii. For Cause – workers who exhibit behavior of a nature consistent with possible drug use will be subjected to immediate drug testing. Failure to comply with a request for testing will result in immediate removal from the project.
 - iii. Random – random testing will be done at the company level.
The cost of all drug testing will be borne by the CONTRACTOR.

3. Personal Protective Equipment (PPE).

- a. All contractor personnel, DOA personnel and owner representatives, City of Atlanta Personnel, Vendors, Suppliers, and all visitors to the jobsite will dress as follows:

- i. Hardhats / construction helmets– must be worn 100% of the time while workers are on the project. The bill will face the front. No caps of any kind will be worn under hardhats. Hard hats must meet the applicable ANSI standards.
 - ii. Safety glasses will be worn 100% of the time while workers are on the project. Safety glasses must meet the applicable ANSI standards.
 - iii. Shirts with sleeves (minimum 4”) – no cut offs or tank tops are allowed.
 - iv. Long pants extending to the boot
 - v. Work boots
 - vi. Reflective vests
 - vii. Hearing protection in accordance with OSHA standards
 - viii. Work gloves (as required by contractor internal policies)
 - b. The following items of clothing or manner of dress are not considered appropriate attire and will not be allowed:
 - i. Cut-off shirts (sleeves or midriff)
 - ii. Workers without shirts
 - iii. Tennis shoes or hiking boots
 - iv. Glasses that are not safety glass (meet ANSI Z87 standard)
 - v. Jewelry – rings, earrings, body piercing, necklaces, etc. will not be worn around or near moving parts or tools.
4. **Housekeeping.** Housekeeping shall be done on a daily basis or as needed to ensure a safe working environment. Dumpsters shall be provided on each project for the removal of construction debris. Construction debris shall be removed to dumpsters daily or more often as needed. Work areas shall be cleaned as needed to provide for worker safety. Trash receptacles shall be provided on site for the disposal of cans, garbage and trash. These receptacles shall be clearly marked “Trash” and shall be emptied as needed to comply with sanitary requirements.
5. **Restrictions.**
 - a. No glass containers are allowed on the job site. Workers may use aluminum cans or plastic bottles and these must be disposed of properly.
 - b. When working on the Aircraft Operations Area (AOA), workers are to place all uneaten food; food wrappers, bottles and cans back in their lunch box and remove them. No debris (Foreign Object Debris (FOD) is to be left on the AOA.
 - c. No use of music devices are allowed on the jobsite, including, but not limited to radios, cellular phones, cassette players, CD player, or IPODs.

d. No yellow caution tape, red danger tape or survey tape is to be used on projects inside the Aircraft Operations Area (AOA).

6. **Imminent Danger to Life and Health situations (IDLH).** Anyone (e.g., visitors, consultants, excluded contractors, OCIP enrolled contractors, etc) who observes, has knowledge of, or is observed acting in a manner, which expose them or a coworker to serious injury or death will be disciplined as follows unless the act is so egregious that it requires immediate termination:

a. first occurrence – Seventy-Two (72) hour suspension from Project.
This suspension period will exclude weekends and all holidays. Within two (2) hours of the suspension, CONTRACTOR must provide CITY's Program Safety Manager with documentation of who has been suspended and when they are allowed back on the Project. Included in the documentation will be the date and type of re-training that will occur before the suspended individual is allowed to return to work. The CONTRACTOR must confiscate the individual's OCIP badge and provide evidence in the documentation. The badge can be returned to the individual upon completion of re-training requirements.

b. second occurrence – Removal from Project

c. Incidents that would result in a violation of this policy include, but not limited to the following:

- 1) Fall protection issues (not being properly anchored)
- 2) Excavation issues (no trench box or sides of the excavation not properly sloped)
- 3) Electrical safety - failure to use proper lockout / tag out procedures
- 4) Welding or cutting without proper eye protection
- 5) Ladder safety – dangerous practices
- 6) Riding in the back of a pick-up truck
- 7) Confined Space Entry Safety (monitor, permit, training, etc.)
- 8) Riding in or driving a truck or operating heavy equipment without using a seatbelt. The driver will be held responsible for compliance of the seatbelt policy by all passengers.

7. **Temporary Power.** All temporary power shall be on ground fault circuits at all times. If outlets are not ground fault circuit interrupter (GFCI) protected, a (GFCI) pigtail shall be used between the tool and the power source. All GFCI circuits should be tested before being used. They are mechanical devices, which can fail.

8. **Cranes.** The following additional requirements to OSHA will be followed when operating a crane on any project:
 - a. Signalmen will stand where they may be clearly seen by the operator. They must be properly trained and have no other duties while they are signaling the crane operator.
 - b. FAA Form 7460 must be filed and approved before crane use on Airport property.
9. **Ladders.** Fiberglass ladders only are acceptable for use on the project.
10. **Loitering.** There will be no loitering in the parking lots once the workday is completed. All employees should leave the job site in a reasonable period of time after the completion of their shift.
11. **Hot Work.** The following procedures will be followed for all hot work: cutting, grinding or welding:
 - a. Flash arrestors shall be installed at the regulator on all cutting torches. An additional flash arrestor shall be installed on the manifold if used.
 - b. Flash shields or blinds shall be used to prevent exposure of workers in the vicinity any welding operation. All efforts shall be made to prevent exposure of workers to ultraviolet rays and radiation energy.
 - c. Fire extinguishers of the proper size and type shall be provided in all areas where hot work such as cutting, welding, grinding, etc. is taking place. The minimum size and type of fire extinguisher that is acceptable is a 5lb. ABC fire extinguisher. Fire extinguisher inspection tags must be in place on the unit and inspections must be current (within the last 6 months).
 - d. "Hot Work Permits" must be obtained from the Atlanta Fire Inspector prior to the use of any open flame cutting, welding, etc. A copy of the permit must be on site at all times during any "Hot Work" activity.
12. **Protection.** See section 6 of this document.
13. **Respect.** Airport passengers and airline employees will be treated with the utmost respect and courtesy. Anything less may result in removal from the project site.
14. **Harassment.** Harassment of any kind (e.g., sexual, personal, property, etc) will not be tolerated in any area controlled by the HJAIA. Proof of harassment will be grounds for removal from the project and possible action by the CONTRACTOR.

- 15. Work Place Violence.** All acts of work place violence will be reported to your supervisor, who shall report in accordance with the project's incident reporting protocol. This protocol document will be provided upon enrollment in the OCIP.
- 16. Accidents or Incidents.** All accidents, incidents, near misses, unsafe acts or unsafe conditions must be immediately reported to your supervisor, who must immediately report the occurrence in accordance with the Project's incident reporting protocol and followed up with a written report within twenty-four (24) hours of the occurrence. This incident protocol document will be provided upon enrollment in the OCIP.
- a. First Aid – All accidents which occur from operations or work performed at the airport must be referred to the listed panel of physicians, except in case of extreme emergency.
 - b. Emergency Telephone Numbers – A list of emergency telephone numbers, to include doctor, ambulance, police and fire numbers shall be posted at all telephones on the project.

END OF DOCUMENT