CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

INVITATION TO BID

PROJECT NUMBER FC-8690

PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

MIGUEL SOUTHWELL
AVIATION GENERAL MANAGER
DEPARTMENT OF AVIATION

ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP

CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT

CITY OF ATLANTA

Hartsfield-Jackson Development Program Technical Support Campus
1255 South Loop Road, College Park, Georgia 30337
Phone No.: 404-530-5500

D I R E C T I O N S

From Downtown Atlanta:

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

From East Atlanta:

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

From South of Atlanta: (I-75)

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

From Southwest of Atlanta: (I-85)

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

From West of Atlanta:

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

From the Airport:

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

FOR INFORMATIONAL PURPOSES ONLY

CITY OF ATLANTA

Kasim Reed
Mayor

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

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

February 9, 2016

ATTENTION INTERESTED BIDDER:

Your firm is hereby invited to submit to the City of Atlanta (the "**City**"), Department of Procurement (the "**DOP**"), a Bid for **Project Number: FC-8690; Permanent Solution to Sewer Force Main Break.** This project is concerned primarily with rehabilitation of piping portions of the Southside Sewer System.

A **Pre-Bid Conference** will be held on **Tuesday, February 23 2016, at 10:00 A.M, at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337.** The purpose of the Pre-Bid Conference is to provide Bidders with detailed information regarding the Procurement process and to address questions and concerns. There will be representatives from the Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Bid Conference is strongly encouraged.

The last date to submit questions will be **Friday, February 26, 2015, no later than 5:00 P.M.** Questions may be sent to **Philippe Jefferson, Contracting Officer,** via email at pejefferson@atlantaga.gov, or facsimile at 404-589-5494. Questions will be responded to in the form of an addendum.

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

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

If you have any questions regarding this project, please contact **Philippe Jefferson, Contracting Officer,** at 404-865-8565, or by email at pejefferson@atlantaga.gov.

The Bid document may also be obtained either online at the Procurement website which is procurement.atlantaga.gov or from the Department of Procurement, Plan Room, City Hall South, Suite 1900, 55 Trinity Avenue, SW, Atlanta, Georgia 30303, at a cost of $150.00 per package between 8:30 AM to 5 PM, Monday through Friday. Also, to be added to the plan holders list for updates of this project, please enter your information on the Procurement website or submit your name and company information to the Contracting Officer.

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

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

Sincerely,

Adam L. Smith

ALS:pej

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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PART I

INFORMATION AND INSTRUCTION TO BIDDERS

Part 1; Information and Instructions to Bidders

1. **Services Being Procured:** This Invitation to Bid ("**ITB**") from qualified bidders ("**Bidder" or "Bidders**") by the City of Atlanta ("**City**"), on behalf of its Department of Aviation ("**DOA**"), seeks to procure the following services ("**Services**"): **Permanent Solution to Sewer Force Main Break** ("**Project**"). A more detailed Scope of Services sought in this procurement is set forth in Exhibit E, Scope of Work and Technical Specifications, attached to the Services Agreement ("**Services Agreement**"); **Contract No. FC-8690; Permanent Solution to Sewer Force Main Break**, included at Part 2 of this ITB. [1]

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

3. **Minimum Qualifications:**

   3.1. A Joint Venture is required.

   3.2. Each Bidder participating in this procurement must have and submit a valid Georgia Utility License.

   3.3. Each Bidder or Subcontractor performing the Cured In Place Pipe (CIPP) liner and/or sliplining installation shall be employees of the lining component manufacturer or shall be certified by the lining component manufacturer.

   3.4. The following shall be submitted with the bid documents; (1) Cured In Place Pipe (CIPP) system manufacturer literature, (2) Written certification from the lining component manufacturer that the Contractor is an approved applicator of the stated lining materials.

   3.5. The Cured In Place Pipe lining and/or sliplining system installer shall meet the following minimum experience requirements:

      3.5.1. A minimum of five years' experience and 100,000 Linear Feet of installed lining in place within the last five years.

      3.5.2. The Contractor / subcontractor's proposed superintendent for the work shall have a minimum of five (5) years' experience with three (3) years as superintendent performing installation of the specified lining system.

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

3.6. The Prime Contractor will use Form "J", Experience Statement to document work experience. All Sub-Contractor work experience is to be documented using Form "B", Essential Subcontractor Qualification Statement.

3.7. Bidder must submit, with its Bid, documentation (e.g., certificate of good standing issued by the Secretary of the State of Georgia) of each JV firm that evidences that it is authorized to conduct business in the State of Georgia.

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

5. **Bid Deadline:** To be considered Responsive and Responsible, a Bidder must complete and submit all required Bid submittals in accordance with the instructions contained in this ITB or on the individual form. Accordingly, responses to this ITB must be received by City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307, on **Wednesday, March 23, 2016**, no later than **2:00 p.m.** EST (as verified by the Bureau of National Standards) each Bidder must submit **one (1) Original**, marked "Original", and **five (5)** copies of its bid in **three-ring binders**. The following submittals are required to be included in each bid:
5.1. The following forms from Part 1:

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

5.1.2. Form 2: Contractor Disclosure Form;

5.1.3. Form 3: Bid Bond;

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

5.1.5. Form 5: Acknowledgment of Insurance and Bonding Requirements

5.1.6. Form 6.1: Certification of Insurance Ability;

5.1.7. Form 6.2: Certification of Bonding Ability;

5.1.8. Form 7: Acknowledgement of Addenda;

5.1.9. Form 8: Bidder contact Directory;

5.1.10. Form 9: Contractor's Georgia Utility License Certification;

5.1.11. Cured In Place Pipe (CIPP) system manufacturer literature per minimum qualification 3.4

5.1.12. Written certification from the lining component manufacturer per minimum qualification 3.4;

5.1.13. Certificate of Existence

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

5.2.1. Form A. Schedule of Quantities and Prices;

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

5.2.3. Form B. Essential Subcontractor Qualification Statement;

5.2.4. Form C. Preliminary Contract Schedule;

5.2.5. Form D. Project Organization and Work Plan;

5.2.6. Form E. Safety Program;

5.2.7. Form F. Resumes of Key Personnel;

5.2.8. Form G. Summary of QC Program;

5.2.9. Form H. Work in Progress;

5.2.10. Form I. Experience Statement.

5.3. The following forms Part 2 of this ITB:

5.3.1. Exhibit "D"; OCIP Program Insurance Information Form; and
5.3.2. Exhibit "D-1"; Performance and Payment Bond;

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

6. **Pre-Bid Conference:** It is strongly recommended that each Bidder attend the Pre- Bid Conference which is scheduled for **Tuesday, February 23, 2016** at **10:00 A.M.**, at the H-JDP Technical Support Campus, 1255 South Loop Road, College Park, Georgia. Each Bidder is responsible to be fully informed regarding all existing and expected conditions and matters which might affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this ITB shall not relieve any Bidder from the responsibility for estimating properly the difficulty or cost of successfully performing the Services being sought under this ITB.

7. **Bid Guarantee:**

7.1. Each Bidder must furnish a Bid Guarantee in the amount of five percent (5%) of its Bid amount. At the option of the Bidder, the Bid Guaranty may also be a certified check payable to the City of Atlanta or a Bid Bond attached to this ITB as Form 3. A surety executing a Bid Bond must meet the requirements set forth in Exhibit D; Insurance and Bonding Requirements and Exhibit A, General Conditions, GC-12 Performance and Payment Bonds attached to the Services Agreement included at Part 2 of this ITB.

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

8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this ITB should be submitted in writing to City's contact person, **Mr. Philippe E. Jefferson**, Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 589-5494 or e-mail pejefferson@atlantaga.gov on or before **Friday, February 26, 2016.** Questions received after the designated period will not be considered. Any response made by City will be provided in writing to all Bidders by addendum. It is the responsibility of each Bidder to obtain a copy of any Addendum issued for this procurement

by monitoring the City' website at www.atlantaga.gov and its Department of Procurement's Plan Room which is open during posted business hours, Suite 1900, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Bidder may rely on any verbal response to any question submitted concerning this ITB. All Bidders and representatives of any Bidder are strictly prohibited from contacting any other City employees or any third-party representatives of City on any matter having to do with this ITB. All communications by any Bidder concerning this ITB must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

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

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

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

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

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

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

    13.2. City reserves the right to reject any Bid in which the pricing, upon comparison with City's cost estimate(s), appears to be irregular. Where only a single responsible and responsive Bid is received, City may, in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with City and provide any

supplemental information that may be required. The determination whether to enter into a Services Agreement with such sole Bidder is entirely within City's discretion.

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

14. **Examination of Bid Documents:**

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

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

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

14.4. Each Bidder must confirm addenda have been received and acknowledge receipt by executing Form 7; Acknowledgment of Addenda attached to this ITB.

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

16. **Escrow Bid Documents:**

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

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

must be filed in the same manner and at the same time as the winning Bidder's Escrow Bid Documents.

16.3. The winning Bidder may submit Escrow Bid Documents in its usual cost-estimating format. The requirement to submit Escrow Bid Documents is not intended to cause the Bidder extra work during the preparation of its Bid. The Escrow Bid Documents shall be in English.

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

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

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

17. **Submission of Bids:**

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

17.2. Bids shall be signed by hand by a principal of the Bidder with the authority to enter into a Contract with the City. Joint Ventures or partnerships must designate one joint venture/partner to represent the joint venture/partnership in submitting and

executing a Bid. Each Bidder is responsible for the preparation of its Bid and for the costs of preparing and submitting them.

17.3. Bids will be opened on **Wednesday, March 23, 2016** at **2:00 P.M.** in the Department of Procurement's Bid Conference Room, Suite 1900, 55 Trinity Avenue, S. W., City Hall South, Atlanta, Georgia.

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

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

17.4.2. Bidder's Georgia Contractor Utility License Number

17.4.3. Bidder's Federal Work Authorization User Identification Number

17.4.4. Addressed to:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CIPC, CISCC, CIGPM
Chief Procurement Officer
Department of Procurement
City of Atlanta
55 Trinity Avenue, Suite 1900
City Hall South
Atlanta, Georgia 30303
RE: **PROJECT NUMBER FC-8690**

17.5. The following submittals must be completed and submitted on **Wednesday, March 23, 2016**:[2]

Item #	Required Bid Submittal Check Sheet	Check (√)
1.	Form 1; Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2; Contractor Disclosure Form	
3.	Form 3; Bid Bond Bidder Financial Disclosure (N/A FOR THIS ITB)	
4.	Form 4; Certification of Insurance Ability	
5.	Form 5; Acknowledgement of Insurance & Bonding	
6.	Form 6.1; Certification of Insurance Ability	
7.	Form 6.2: Certification of Bonding Ability	
8.	Form 7; Acknowledgement of Addenda	
9.	Form 8; Bidder Contact Directory	
10.	Form 9; Georgia Utility Contractor's License	
11.	Cured In Place Pipe (CIPP) system manufacturer literature per minimum qualification 3.4	
12.	Written certification from the lining component manufacturer per minimum qualification 3.4	
13.	Exhibit "C", Form A: Schedule of Quantities and Prices	
14.	Exhibit "C", Form A-1: Schedule of Unit and Lump Sum Prices	
15.	Exhibit "C", Form B: Essential Subcontractor Qualification Statement	
16.	Exhibit "C", Form C: Preliminary Contract Schedule	
17.	Exhibit "C", Form D: Project Organization and Work Plan	

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

Item #	Required Bid Submittal Check Sheet	Check (√)
18.	Exhibit "C", Form E: Safety Program	
19.	Exhibit "C", Form F: Resumes of Key Personnel	
20.	Exhibit "C", Form G: Summary of QC Program	
21.	Exhibit "C", Form H: Work in Progress	
22.	Exhibit "C", Form I: Experience Statement	
23.	Exhibit "D", OCIP Manual, Notice of Completion Form	
24.	Exhibit "D-1", Performance and Payment Bonds	
25.	Appendix "A": SBO Forms 1 through 5	

SECTION 1: REQUIRED SUBMITTAL FORMS

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

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

FORM 1; ILLEGAL IMMIGRATION REFORM AND COMPLIANCE ACT

FORM 1

Illegal Immigration Reform and Enforcement Act Forms

INSTRUCTIONS TO RESPONDENTS

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

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

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

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

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

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

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

5. All Contractor Affidavits must be notarized.

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

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

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

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

_____ _____
Federal Work Authorization User Identification Number Date of Authorization

Name of Contractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

_____
Signature of Authorized Officer or Agent

_____
Printed name and Title of Authorized Officer or Agent

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

_____
NOTARY PUBLIC
My Commission Expires: _____

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

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

_____

NOTARY PUBLIC
My Commission Expires: _____

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

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

_____ _____

Federal Work Authorization User Identification Number Date of Authorization

Name of Sub-Subcontractor: _____

Name of Project: _____

Name of Public Employer: City of Atlanta

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

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

_____

Signature of Authorized Officer or Agent

_____

Printed name and Title of Authorized Officer or Agent

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

_____

NOTARY PUBLIC
My Commission Expires: _____

FORM 2; DISCLOSURE FORM AND QUESTIONNAIRE

FORM 2
Contractor Disclosure Form

DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE

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

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

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

B. Individual/Entity Information:
Principal Office Address: _____
Telephone and Facsimile Numbers: _____
E-Mail Address: _____
Name and title of Contact Person for the Individual/Entity: _____

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

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

C. Questionnaire

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

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

_____
_____
_____

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

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

		YES	NO
(a)	Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors?	☐	☐
(b)	Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice?	☐	☐
(c)	Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent.	☐	☐

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

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

	YES	NO
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?	☐	☐
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?	☐	☐
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?	☐	☐
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for	☐	☐

the City or any other Federal, State or Local Government?

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

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

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

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

_____
_____
_____

D. REPRESENTATIONS

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

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

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

Certify Satisfaction of all Underlying Obligations. (If Applicable) If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a Contractor by the

City, the Contractor shall certify to the City in writing, in a form satisfactory to the City, that all subcontractors, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Contractor by the City or will be paid in full utilizing the monies constituting final payment to the Contractor.

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

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

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

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

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

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

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

skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

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

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

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

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

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

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

(2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor

demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;

(3) Cancellation of the public contract;

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

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

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

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

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

Declaration

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

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

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

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

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

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

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

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

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

FORM 3; BID BOND

FORM 3

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE_____

_____

hereinafter called the PRINCIPAL, and _____

_____

hereinafter called the SURETY, a corporation chartered and existing under the laws of the State of _____, and duly authorized to transact Surety business in the State of Georgia, are held and firmly bound unto the City of Atlanta, Georgia, in the penal sum of either: [i] _____ Dollars and Cents ($_____); or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8690; PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK**, good and lawful money of the United States of America, to be paid upon demand of the City of Atlanta, Georgia, to which payment well and truly to be made we bind ourselves, our heirs, executors, administrators and assigns, jointly and severally and firmly by these presents.

WHEREAS the PRINCIPAL has submitted to the City of Atlanta, Georgia, for **PROJECT NUMBER FC-8690; PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK,** a Bid;

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

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

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

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

[i] _____ Dollars and Cents ($_____), being in the amount of 5% of the CONTRACT Sum; or [ii] 5% of PRINCIPAL'S Bid amount for **PROJECT NUMBER FC-8690; PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK**. The money payable on this bond shall be paid to the City of Atlanta, Georgia, for the failure of the Bidder to execute a CONTRACT within ten (10) days after receipt of the Contract form and at the same time furnish a Payment Bond and Performance Bond.

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

Corporate Bidder:
[Insert Corporate Name]

_____
By:_____
Name:_____
Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Bidder:
[Insert Bidder Name]

_____
By:_____
Name:_____
Title:_____

_____
Notary Public (Seal)

My Commission Expires:_____

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

FORM 4; PROPONENT FINANCIAL DISCLOSURE

[*N/A FOR THIS ITB]*

FORM 5; ACKNOWLEDGEMENT OF INSURANCE AND BONDING REQUIREMENTS

FORM 5

Acknowledgment of Insurance and Bonding Requirements

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

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

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

Date: _____, 201__.

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____

Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____

Name:_____

Title:_____

_____
Notary Public (Seal)
My Commission Expires:

FORM 6-1; CERTIFICATION OF INSURANCE ABILITY

FORM 6.1

Certification of Insurance Ability

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

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

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

(b) Insurer has reviewed the Agreement attached to the solicitation for Project Number **FC-8690, PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK** ("**Project**") and its **Exhibit D**; and

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

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

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

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

_____

By:_____

Print Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

FORM 6.2; CERTIFICATION OF BONDING ABILITY

FORM 6.2

Certification of Bonding Ability

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

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

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

(b) Surety has reviewed the Agreement attached to the solicitation for Project Number **FC-8690, PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK** ("**Project**") and its **Exhibit D**;

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

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

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

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

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

_____

By:_____

Print Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary
(Seal)

FORM 7; ACKNOWLEDGEMENT OF ADDENDA

FORM 7

Acknowledgment of Addenda

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

This is to acknowledge receipt of the following **Addenda** for **FC-8690, PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK:**

☐ None (Check if None)

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

Dated the _____ day of _____, 20___.

Corporate Proponent:
[Insert Corporate Name]

_____

By:_____

Name:_____

Title:_____

_____
Corporate Secretary/Assistant Secretary (Seal)

Non-Corporate Proponent:
[Insert Proponent Name]

_____

By:_____

Name:_____

Title:_____

_____
Notary Public (Seal)
My Commission Expires:

FORM 8; BIDDER CONTACT DIRECTORY

FORM 8

BIDDER CONTACT DIRECTORY

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

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

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

FORM 9; GEORGIA UTILITY CONTRACTOR'S LICENSE

FORM 9

CONTRACTOR'S GEORGIA UTILITY
LICENSE CERTIFICATION

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

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

Contractor's Name: _____

Bidder's Georgia Utility Contractor's License Number: _____

Expiration Date of License: _____

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

Signed: _____

Printed: _____

Date: _____

PART II

AGREEMENT

CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

PROJECT NUMBER FC-8690

PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

AGREEMENT

Contractor:_____ Contract No._____

Address:_____Telephone:_____

Contact:_____Facsimile: _____

This Contract is effective as of the _____ day of_____, 2016, between CITY and the above named CONTRACTOR who hereby agree that all Work specified below shall be performed by the CONTRACTOR in accordance with all the provisions of this Contract, consisting of the following Contract Documents:

Exhibit "A"	General Conditions
Exhibit "B"	Special Conditions
Exhibit "C"	Quantities, Pricing and Data Forms
Exhibit "D"	Owner Controlled Insurance Program (OCIP)
Exhibit "D-2"	Performance and Payment Bond
Exhibit "E"	Scope of Work and Technical Specifications
Exhibit "F"	Index of Drawings
Exhibit "G"	Airport Security Program
Exhibit "H"	Schedule Requirements
Exhibit "I"	Quality Control Program
Exhibit "J"	Authorizing Legislation
Appendix A;	Office of Contract Compliance

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

GENERAL SCOPE:

This project is concerned primarily with rehabilitation of piping portions of the Southside Sewer System. The scope involves re-lining the existing pipes from Lift Station 1 all the way to the

outfall at the Flint River Pump Station (FRPS). The sections of the pipe system between Riverdale Road crossing and the College Park Lift Station are excluded, as these pipes remain under the ownership of College Park. Force main segments are being replaced, and the older lines removed. As related work, a holding pond associated with this sewer line will be de-commissioned, and the area restored to original conditions.

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

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

4. LEGISLATIVE RESOLUTION: This Contract is authorized by resolution attached, adopted by the Council of the City of Atlanta on _____, 2016 and approved by the Mayor of the CITY on _____, 2016.

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

OWNER:

CITY OF ATLANTA

_____
MAYOR

ATTEST:

_____
MUNICIPAL CLERK

APPROVED:

_____
AVIATION GENERAL MANAGER

_____
ASSISTANT AVIATION GENERAL MANAGER

_____
CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT

APPROVED AS TO FORM:

_____
CITY ATTORNEY

CONTRACTOR NAME:

_____

SIGNATURE:_____

PRINT:_____

TITLE:_____

ATTEST:

_____
SECRETARY/ASST. SECRETARY

[Affix Corporate Seal]

EXHIBIT A; CONSTRUCTION GENERAL CONDITIONS

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

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GC-01 DEFINITIONS

Airport means Hartsfield-Jackson Atlanta International Airport.

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

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

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

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

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

Calendar Day means every day shown on the calendar.

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

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

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

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

CONTRACTOR means any person having a contract with the city.

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

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

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

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

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

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

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

FIS means Federal Inspection Services.

H-JAIA means Hartsfield-Jackson Atlanta International Airport.

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

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

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

ISO means International Standards Organization.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Utility System means any system at least five (5) feet underground, when installed or accessed by trenching, open cut, cut and cover, or other similar construction methods which install or access the system from the ground surface, including, but not limited to, gas distribution systems, electrical distribution systems,

communication systems, water supply systems, sanitary sewerage and drainage systems, reservoirs and filtration plants, water and waste-water treatment plants, and pump stations, when the system distributes or collects a service, product, or commodity for which a fee or price is paid for said service, product, or commodity.

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

GC-02 CONTRACTORS' OBLIGATIONS

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

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

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

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

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

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

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

2.4 CONTRACTOR shall be responsible for the professional quality, technical accuracy, and other non-construction services furnished by the CONTRACTOR under this Contract. The CONTRACTOR shall, without additional compensation, correct or revise any errors in construction and other

non-construction services and perform any necessary rework or modifications including any damage to real personal property for Work performed by the CONTRACTOR, its Subcontractors and its Suppliers, under this Contract.

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

GC-03 DESIGNATED REPRESENTATIVES

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

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

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

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

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

GC-04 NOTICES

4.1 Delivery. All notices, demands, consents, approvals and requests given by either party to the other under this Contract shall be in writing and may be delivered by (i) regular mail, postage

prepaid; (ii) certified or registered mail; (iii) facsimile; or (iv) hand-delivery, to the parties at the addresses and facsimile numbers set forth in the Clause titled "ADDRESSES."

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

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

GC-05 CONTRACT INTERPRETATION

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

GC-06 ORDER OF PRECEDENCE

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

6.1.1 Change Order(s);

6.1.2 Legislation;

6.1.3 Agreement;

6.1.4 Exhibit A, Construction Contract General Conditions;

6.1.5 Exhibit B, Construction Contract Special Conditions;

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

6.1.7 Exhibit G, Airport Security Program;

6.1.8 Exhibit H, Schedule Requirements;

6.1.9 Exhibit I, Quality Control Program;

6.1.10 Exhibit E, Technical Specifications;

6.1.11 Exhibit F, Contract Drawings;

6.1.12 CONTRACTOR Submittals.

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

GC-07 STANDARDS AND CODES

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

GC-08 LAWS AND REGULATIONS

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

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

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

improper venue or forum non conveniens to the conduct of any such action or proceeding in such courts.

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

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

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

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

8.8 Confidential Information.

8.8.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, CONTRACTOR will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

8.8.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party must provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling

disclosure, as appropriate. This Section will be applicable to information that one Party deems to be Confidential Information but the other Party does not.

8.9 Work Product.

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

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

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

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

8.9.5 Without any additional cost to City, CONTRACTOR and its Subcontractors must promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. CONTRACTOR and its Subcontractors irrevocably designate City as agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in CONTRACTOR's or its Subcontractor's name, with the same force and effect as if performed by CONTRACTOR or its Subcontractor.

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

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

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

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

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

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

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

8.10.3.3 Cancellation of the involved contract.

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

8.11 Sec.2-1200. Equal employment opportunity Clause

8.11.1 During the performance of this agreement, said CONTRACTOR agrees as follows:

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

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

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

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

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

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

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

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

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

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

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

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

8.11.8.3 Cancellation of the public contract;

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

8.12 Ethics: Gratuities and Kickbacks.

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

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

8.12.3 Contingent Fees. The CONTRACTOR warrants that it has not employed nor retained any company or person, other than a bona fide employee working for the vendor or CONTRACTOR or firm, to solicit or secure the Contract; and that the vendor or CONTRACTOR or firm has not paid or agreed to pay any person, company, association, corporation, individual, or firm, other than a bona fide employee working for the vendor or CONTRACTOR or firms, any fee, commission, percentage, gift or any other consideration contingent upon or

resulting from the award or making of the Contract. For the breach or violation of the above warranty, and upon a finding after notice and hearing, CITY shall have the right to terminate the Contract, and, at its discretion, to deduct from the Contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

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

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

8.14 **Sec. 2-1273 Wage Requirements for Construction Contracts.** Unless otherwise required or if federally assisted, when a construction project exceeds the sum of $10,000.00, the prevailing wages paid shall correspond as nearly as practicable to the prevailing wages required in the federal Davis Bacon Act. Such scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of work.

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

authorization or if the CONTRACTOR provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by CONTRACTOR. CONTRACTOR assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

GC-9 PERMITS

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

GC-10 TAXES

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

GC-11 TITLE AND RISK OF LOSS

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

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

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

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

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

11.3 Title to Bulk Goods. Title to standard Goods of the type usually bought in bulk such as reinforcement bars, piping materials, non-tagged instruments and instrument installation

material, cable and similar items which are not incorporated into the Work shall revert to CONTRACTOR upon agreement by the CITY that such Goods are not required for the Work.

GC-12 PERFORMANCE AND PAYMENT BONDS

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

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

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

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

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

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

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

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

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

12.4 Related Obligations.

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

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

GC-13 LABOR, PERSONNEL, AND WORK RULES

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

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

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

13.4 Demands for Collective Bargaining. CONTRACTOR shall give ENGINEER prompt notice in writing of every demand for collective bargaining made upon CONTRACTOR or any of its subcontractors by any labor organization and of any labor dispute, which may reasonably be expected to affect performance of the Work under this Contract.

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

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

GC-14 ASSIGNMENTS AND SUBCONTRACTS

14.1 Consent of CITY Required. Any assignment of this Contract or rights hereunder, in whole or part, without the prior written consent of CITY shall be void, except that upon ten (10)

calendar days written notice to CITY. CONTRACTOR may assign monies due, or to become due, under this Contract. Any assignment of monies shall be subject to proper set-offs in favor of CITY and to any deductions provided for in this Contract.

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

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

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

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

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

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

GC-15 COMMERCIAL ACTIVITIES

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

GC-16 PUBLICITY AND ADVERTISING

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

GC-17 ENVIRONMENTAL REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

GC-18 HAZARDOUS SUBSTANCE AWARENESS

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

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

GC-19 HAZARDOUS SUBSTANCE REGULATIONS

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

GC-20 DECONTAMINATION OF EQUIPMENT AND MATERIALS

All CONTRACTOR equipment, debris and used or surplus materials must be fully decontaminated prior to removal from designated work areas. CONTRACTOR shall submit decontamination and contaminated material control procedures for ENGINEER review and acceptance. CONTRACTOR shall obtain ENGINEER's authorization to remove any such equipment, debris or surplus materials from the Jobsite.

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

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

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

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

GC-23 SITE CONDITIONS AND NATURAL RESOURCES

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

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

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

23.1.3 Climatic conditions, tides, and seasons;

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

23.1.5 Topography and ground surface conditions; and

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

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

GC-24 DIFFERING SITE CONDITIONS

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

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

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

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

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

GC-25 TITLE TO MATERIALS FOUND

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

GC-26 SURVEY CONTROL POINTS AND LAYOUTS

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

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

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

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

GC-27 COOPERATION WITH OTHERS

27.1 Cooperation between CONTRACTORS. The CITY reserves the right to Contract for and perform other, or additional, work on or near the Work covered by this Contract. When separate

contracts are let within the limits of any one project, each CONTRACTOR shall conduct its work so as not to interfere with, or hinder the progress of, completion of the Work being performed by other contactors. Contractors working on the same project shall cooperate with each other as directed.

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

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

GC-28 ILLUMINATION

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

GC-29 USE OF COMPLETED PORTIONS OF WORK

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

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

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

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

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

30.1 Owner Furnished Materials. None

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

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

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

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

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

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

GC-31 INSPECTION AND QUALITY ASSURANCE

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

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

31.3 Uncovering of portions of the Work. At any time before Final Acceptance, ENGINEER may, for the purpose of inspection, direct CONTRACTOR to uncover portions of the Work which have been completed and covered up. If examination proves the completed work to be defective, corrections

shall be made pursuant to the Clause titled "WARRANTY". If the Work is not defective, the impact of uncovering and restoration shall be treated as a change pursuant to the Clause titled "CHANGE DOCUMENTS".

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

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

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

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

GC-32 MONITORING

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

GC-33 BACKCHARGES

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

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

33.2.1 Incurred labor costs including all payroll additives;

33.2.2 Incurred net delivered material costs;

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

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

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

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

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

GC-34 SUSPENSION

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

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

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

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

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

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

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

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

GC-35 TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC-36 TERMINATION FOR CONVENIENCE

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

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

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

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

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

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

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

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

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

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

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

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

GC-37 CHANGE DOCUMENTS

37.1 This section will govern changes to the Contract issued under the Contract, whether such changes involve an increase in the Total Contract Price or not. Changes in Contract or other aspects of this Contract shall be made by written document ("Change Document" or "Unilateral Change Document"). [3] All changes shall be implemented pursuant to this subsection and any Applicable Law.

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

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

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

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

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

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

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

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

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

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

37.7 Submittals Substantiating Adjustments.

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

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

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

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

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

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

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

37.7.4.3 If any price, including profit or fee, negotiated under this Clause, or any cost reimbursement under this Contract was increased by any amount because CONTRACTOR furnished costs or pricing data that were not complete, accurate, and current as certified in its certificate of current costs or pricing data, the price or costs shall be reduced accordingly, and this Contract shall be modified to reflect the deduction. CONTRACTOR is also placed on notice that, to the extent any submittal is determined to be a false claim based on any state or federal law, CONTRACTOR will be liable to the CITY for all remedies permitted by applicable statutes.

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

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

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

GC-38 PRICING OF ADJUSTMENTS

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

38.1.1 Using Unit Prices from this Contract;

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

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

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

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

38.3 Markup's.

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

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

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

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

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

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

38.5.1.1 Agreed upon Contract unit rates; or

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

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

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

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

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

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

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

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

GC-39 EXCUSABLE DELAYS

39.1 Force Majeure. Force Majeure shall mean:

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

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

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

39.1.4 Fires or other casualties;

39.1.5 Freight embargoes;

39.1.6 Governmental actions, restrictions or moratoria;

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

39.1.8 Sabotage or vandalism;

39.1.9 Condemnation or other exercise of the power of eminent domain

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

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

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

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

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

39.2 Force Majeure shall in any event exclude:

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

39.2.2 Adverse weather

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

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

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

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

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

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

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

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

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

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

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

GC-40 COMPLETION AND ACCEPTANCE

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

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

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

GC-41 WARRANTY AND COMPONENT WARRANTIES

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

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

41.3 Warranty Guidelines.

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

41.3.2 All sections shall be tabbed and labeled.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

GC-42 DISPUTES

42.1 Claims, Counterclaims, Disputes:

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

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

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

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

42.2 When Notice and Claim Submittal Become Due:

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

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

42.3 Requirements for contractor Claims:

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

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

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

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

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

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

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

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

42.5 Dispute Defined.

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

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

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

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

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

GC-43 MUTUAL WAIVER OF CONSEQUENTIAL DAMAGES

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

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

42.1.2 Damages incurred by the CONTRACTOR for principal office expenses including the compensation of the personnel stationed there, for losses of financing, business and

reputation, and for loss of profit except anticipated profit arising directly from the Work. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination. Provided, however, nothing in this Contract shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract documents.

GC-44 RECORDS AND AUDITS

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

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

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

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

44.3 CONTRACTOR's "records", as referred to in this contract, shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in OWNER's judgment have any bearing on, or pertain to, any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer

readable data if it can be made available), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, negotiation notes, etc.); original bid estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payments documentation; general ledger, information detailing cash and trade discounts earned, insurance rebates and dividends; and any other CONTRACTOR records which may have a bearing on matters of interest to the OWNER in conjunction with the CONTRACTOR's dealings with the OWNER (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of any or all of the following:

44.3.1 Compliance with contract requirements for deliverables

44.3.2 Compliance with approved plans and specifications

44.3.3 Compliance with OWNER's business ethics expectations

44.3.4 Compliance with Contract provisions regarding the pricing of change orders

44.3.5 Accuracy of CONTRACTOR representations regarding the pricing of invoices

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

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

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

44.6 If an audit, inspection, or examination, in accordance with this article, discloses overpricing or overcharges, of any nature, by the CONTRACTOR to the OWNER in excess of one percent (1%) of the total Contract billed to date, in addition to making adjustments for the overcharges, all reasonable cost of the OWNER's audit shall be reimbursed to the OWNER by the CONTRACTOR. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records, shall be made within a reasonable amount of time, not to exceed 90 days, from presentation of OWNER's findings to CONTRACTOR.

GC-45 INDEMNITY

45.1 Hold Harmless Agreement. In addition to its agreement to obtain and maintain the insurance as set forth herein, CONTRACTOR shall defend, indemnify and hold harmless the CITY, its officers, agents and employees, from and against any and all suits, actions, legal, or administrative

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

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

GC-46 PATENT AND INTELLECTUAL PROPERTY INDEMNITY

46.1 Indemnification and Substitution. CONTRACTOR hereby indemnifies and shall defend and hold harmless CITY, and its officers, agents, employees and its authorized representatives from and against any and all claims, actions, losses, damages, and expenses, including attorneys' fees, arising from any claim, whether rightful or otherwise, that any concept, product, design, equipment, material, process, copyrighted material or confidential information, or any part thereof, furnished by CONTRACTOR under this Contract constitutes an infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such conept, product, design, equipment, material, process, copyrighted material or confidential information is limited or prohibited, CONTRACTOR shall, at its sole expense, procure the necessary licenses to use the infringing or a modified but non-infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with CITY's prior written approval, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material or confidential information; provided however,

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

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

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

GC-47 NON-WAIVER

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

GC-48 ARCHAEOLOGICAL AND HISTORICAL FINDINGS

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

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

GC-49 EXPLOSIVES

49.1 Transport of Explosives. Explosives shall be transported to the Jobsite only when required to perform the Work under this Contract and with prior notice to, and written approval of, CITY. CONTRACTOR shall be responsible for properly purchasing, transporting, storing, safeguarding, handling and using explosives required to perform the Work under this Contract. CONTRACTOR shall employ competent and qualified personnel for the use of explosives and, notwithstanding any other provision in this Contract to the contrary, shall assume full responsibilities for the cost of any incidental or consequential damages caused by the improper use of explosives. Residual surplus explosives shall be promptly removed from the Jobsite and properly disposed of by CONTRACTOR.

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

GC-50 DRUGS, ALCOHOL, AND WEAPONS

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

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

50.1.2 Alcoholic beverages of any nature.

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

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

GC-51 ESCROW DOCUMENTS

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

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

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

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

The Escrow Bid Documents must clearly itemize the estimated costs of performing the Work of each Bid item contained in the Bid schedule. Bid items should be separated into sub-items as required to present

a complete and detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, crew, equipment, calculations of rates of production and progress, copies of quotations from subcontractors and suppliers, and memoranda, narratives, consultant's reports, add/deduct sheets, and all other information used by the CONTRACTOR to arrive at the prices contained in its Bid. Estimated costs should be broken down into the CONTRACTOR's usual estimate categories such as direct labor, repair labor, equipment operation, equipment ownership, expendable materials, permanent materials, and subcontract cost as appropriate. Plant and equipment and indirect costs should be detailed in the CONTRACTOR's usual format. The CONTRACTOR's allocation of plant and equipment, indirect costs, contingencies, markup and other items to each Bid item shall be included.

All costs shall be identified. For Bid items amounting to less than Ten Thousand ($10,000) Dollars, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.

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

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

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

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

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

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

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

51.6 Confidentiality and Georgia Open Records Act. The CITY acknowledges that the Escrow Bid Documents may contain information that the CONTRACTOR, or its Subcontractor(s), considers "trade secret," as that term is defined in O.C.G.A. § 10-1-761. Information provided to the City is subject to disclosure under the Georgia Open Records Act. Pursuant to O.C.G.A. § 50- 18-

72(a)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."

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

GC-52 MISCELLANEOUS

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

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

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

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

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

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

52.7 Entire Agreement. The Contract Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that CITY is authorized under Applicable Law to issue Unilateral Change Documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

52.8 Unauthorized Goods or Services. CONTRACTOR acknowledges that this Agreement and any changes to it by amendment, modification, change order, or other similar document may have required, or may require, the legislative authorization of the CITY's Council and approval of the Mayor. Under Georgia law, Service Provider is deemed to possess knowledge concerning the CITY's ability to assume contractual obligations and the consequences of Service Provider's provision of goods or services to the CITY under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that the Service Provider may be precluded

from recovering payment for such unauthorized goods or services. Accordingly, Service Provider agrees that if it provides goods or services to the CITY under a contract that has not received proper legislative authorization, or if Service Provider provides goods or services to the CITY in excess of the any contractually authorized goods or services, as required by the CITY's Charter and Code, the CITY may withhold payment for any unauthorized goods or services provided by Service Provider. Service Provider assumes all risk of non-payment for the provision of any unauthorized goods or services to the CITY, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the CITY, however characterized, including, without limitation, all remedies at law or equity.

EXHIBIT B; CONSTRUCTION SPECIAL CONDITIONS

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SC-01 DEFINITIONS

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

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

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

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

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

ASTM means The American Society for Testing and Materials.

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

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

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

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

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

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

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

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

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

MARTA means Metropolitan Atlanta Rapid Transit Authority.

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

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

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

SIDA means the Security Identification Display Area.

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

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

Subgrade means the soil which forms the pavement foundation.

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

TSA means the Transportation Security Administration.

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

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

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

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

SC-02 COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK

2.1 Commencement. CONTRACTOR shall commence Work according to the accepted schedule following written Notice to Proceed from CITY, but in no event later than ten (10) business days thereafter. To facilitate the start of construction as early as possible, CONTRACTOR is strongly encouraged to submit its Safety, Security, Environmental, Quality Control, Fire Prevention plans, and the FAA Safety Plan Compliance Document (SPCD) to the CITY for review and approval immediately after Award of the Contract by the Council of the City of Atlanta. CONTRACTOR acknowledges that construction cannot begin until the Safety, Security and Quality Control plans are approved and that the development and submittal of CONTRACTOR submittals prior to the Contract being fully executed and Notice to Proceed issued is at CONTRACTOR's risk. Prior to any actual construction being performed, there shall be a Pre-Construction Conference to discuss details of execution.

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

NO.	CONTRACT MILESTONES
1.	CONTRACTOR shall achieve Substantial Completion on or before **One Hundred and Eighty (180) Calendar Days from Notice to Proceed**.
2.	CONTRACTOR shall provide O&M manuals, warranties and As-Builts within **Thirty (30) calendar days** from the date of substantial completion of the entire project.

2.3 Substantial Completion. CONTRACTOR shall achieve Substantial Completion as identified in this exhibit under section 2.2-Intermediate Milestones. This performance period is inclusive of the time required to gain approval for the Safety and Security plans which may require as many as 60 calendar days for review and approval. The SPCD must also be submitted and approved prior to commencement of work. CONTRACTOR acknowledges that CITY has purchased the entirety of the performance period. CONTRACTOR's schedule may indicate an earlier Substantial Completion date than required by CITY; however, CONTRACTOR is not entitled to any additional compensation should delays occur until the delays exceed the performance period indicated above.

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

2.5 Noncompliance with ENGINEER's Instructions. Noncompliance with ENGINEER's instructions shall be grounds for ENGINEER's determination that CONTRACTOR is not prosecuting the

Work with such diligence as will assure completion within the time specified. Upon such determination, CITY may terminate this Contract pursuant to the Clause titled "TERMINATION FOR DEFAULT."

SC-03 LIQUIDATED DAMAGES

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

NO.	BASE BID CONTRACT MILESTONES	LIQUIDATED DAMAGES
1.	CONTRACTOR shall achieve Substantial Completion on or before **One Hundred and Eighty (180) Calendar Days from Notice to Proceed**.	Two Thousand Dollars and Zero Cents ($2000.00) per calendar day.
2.	CONTRACTOR shall provide O&M manuals, warranties and As-Builts within **Thirty (30)** calendar days from the date of substantial completion of the entire project.	Five Hundred Dollars and Zero Cents ($500.00) per calendar day.

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

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

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

SC-04 CONTRACT ADMINISTRATION

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

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

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

SC-05 CITY FURNISHED DRAWINGS AND SPECIFICATIONS

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

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

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

SC-06 CITY FURNISHED FACILITIES, MATERIALS

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

6.1 Use Charges. NONE

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

6.3 Use of Premises.

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

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

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

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

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

6.4 Owner Furnished Materials. NONE

SC-07 CONTRACTOR FURNISHED DRAWING, DATA, AND SAMPLES

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

7.2 ENGINEER Review. ENGINEER review and permission to proceed does not constitute acceptance or approval of submittal including, but not limited to, design details, calculations,

analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by CONTRACTOR and does not relieve CONTRACTOR from full compliance with the Contract requirements.

7.3 Shop Drawings.

7.3.1 Description.

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

7.3.1.2 Prepared by a qualified detailer.

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

7.3.1.4 Maximum sheet sized: 24 inches x 36 inches

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

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

7.4 Product Data.

7.4.1 Manufacturer's Standard Schematic Drawings.

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

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

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

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

7.4.1.3.2 Show dimensions and clearances required.

7.4.1.3.3 Show performance characteristics and capacities.

7.5 Samples.

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

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

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

7.6 CONTRACTOR's Responsibilities.

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

7.6.2 Verify:

7.6.2.1 Field Measurement, Dimensions, and Existing Elevations

7.6.2.2 Field Construction Criteria

7.6.2.3 Catalog Numbers and Similar Data

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

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

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

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

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

7.6.8 After ENGINEER's review, distribute copies.

7.7 Submission Requirements.

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

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

7.7.3 Accompany submittals with transmittal letter, in duplicate containing:

7.7.3.1 Date;

7.7.3.2 Project title and number;

7.7.3.3 CONTRACTOR's name and address;

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

7.7.3.5 Notification of deviations from contract documents; and

7.7.3.6 Other pertinent data.

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

7.7.5 Submittals shall include:

7.7.5.1 Data and revision dates;

7.7.5.2 Project title and number;

7.7.5.3 The name of:

8.7.5.3.1 The Engineer responsible for the submittal

7.7.5.3.2 CONTRACTOR;

7.7.5.3.3 Subcontractor;

7.7.5.3.4 Supplier;

7.7.5.3.5 Manufacturer; and

7.7.5.3.6 Separate detailer, when applicable.

7.7.6 Identification of product or material

7.7.7 Relation to adjacent structure or materials;

7.7.8 Field dimensions clearly identified as such;
7.7.9 Specification section number;

7.7.10 Applicable standards, such as ASTM number of Federal Specification;

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

7.7.12 Identification of deviations from Contract documents; and

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

7.8 Code Notation.

7.8.1 No exceptions taken (Code 1).

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

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

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

7.9 Resubmission Requirements of Shop Drawings.

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

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

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

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

7.10 Distribution of Submittals After Review.

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

ENGINEER – six (6) copies
Others as required

7.10.2 Distribute samples as directed.

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

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

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

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

SC-08 KEY PERSONNEL

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

NAME	TITLE / POSITION
TBD	Project Manager
TBD	Safety Manager
TBD	Superintendent
TBD	Quality Control Manager

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

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

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

SC-09 ESSENTIAL SUBCONTRACTORS

9.1 The following designated Subcontractors, submitted during the bid process on "FORM B, Essential Subcontractor Qualification Statement" of the Exhibit titled "QUANTITIES, PRICING AND

DATA FORMS," are deemed to be essential by the CITY to the execution of this Contract. These Essential Subcontractors may not be removed or substituted by the CONTRACTOR without proper written notice with justification and approval by the CITY.

Company Names	**Scope of Subcontracted Services**
TBD	Sewer Pipe Cured In Place or Slipliner
TBD	Underground Pipeline
TBD	Site Work

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

SC-10 ADDRESSES

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

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

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

With a copy to:

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

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

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

SC-11 MEASUREMENT FOR PAYMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SC-12 INVOICING AND PAYMENT

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

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

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

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

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

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

12.4.3 CONTRACTOR has not submitted:

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

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

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

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

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

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

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

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

12.5.3 Cures all defaults in the performance of this Contract.

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

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

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

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

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

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

Reference: PROJECT NUMBER FC-8690 – PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

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

SC-13 WAGE REQUIREMENTS (NOT APPLICABLE)

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

SC-14 PROJECT CONTINGENCY AND ALLOWANCES

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

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

SC-15 TEMPORARY ACCESS AND HAUL ROADS

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

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

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

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

15.1.4 The CONTRACTOR shall control dust and debris from its operation to a level acceptable to the CITY and have on the Project vacuum sweepers, watering trucks, and other

equipment necessary to control dust. All methods for controlling dust shall be subject to the CITY's approval. Dust control shall be strictly monitored due to its impact on aircraft safety. Failure to properly control dust, or to respond to any request to do so, will result in construction activities being stopped.

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

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

SC-16 CONTRACTORS' WORK AREA

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

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

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

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

16.4.1 Yield the right-of-way to aircraft.

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

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

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

16.4.5 Utilize equipment with due regard for existing weather conditions.

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

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

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

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

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

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

16.7 Storage of Equipment and Materials. Materials shall be so stored as to assure the preservation of their quality and fitness of the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The CONTRACTOR shall coordinate the storage of all materials with the ENGINEER. Materials to be stored on Airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft or ground traffic. CONTRACTOR shall not store materials on the AOA without written approval by DOA Airside Operations and the FAA. Unless otherwise shown on the plans, the storage of materials and the location of the CONTRACTOR's plant and parked equipment or vehicles shall be as directed by the ENGINEER. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The CONTRACTOR shall make all arrangements and bear all expenses for the storage of materials on private property. All storage sites on private or airport property shall be restored to their original condition by the CONTRACTOR at his/her entire expense, except as otherwise agreed to (in writing) by the CITY or lessee of the property. CONTRACTOR shall base his bid on no stored materials on the AOA without written approval by DOA Airside Operations and FAA. Such approval may be withheld.

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

16.7.1 Receiving and unloading;

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

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

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

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

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

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

SC-17 CLEANING UP

17.1 Clean Work Areas. CONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. While working in the AOA, the CONTRACTOR shall keep the areas immediately adjacent to the Jobsite clean at all times. The CONTRACTOR shall sweep adjacent pavement areas at least once daily or as directed by the ENGINEER. If grass within the construction limits exceeds ten (10) inches in height, the CONTRACTOR is responsible for mowing. CONTRACTOR shall, on a daily basis, remove from the Work area all its equipment and uninstalled materials while maintaining temporary walls and protective barriers to provide a neat and safe area for the public. Upon completion of any portion of the Work, CONTRACTOR shall promptly remove from the Work area all its equipment, construction plant, temporary structures, and surplus materials not to be used at, or near, the same location during later stages of the Work.

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

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

17.3 Maintenance. Contractor shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance

of the Work as a whole. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by the City of any terms of this contract.

SC-18 COORDINATION AND WORK ON AIRPORT PROPERTY

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

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

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

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

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

SC-19 PROTECTION OF AIRPORT OPERATIONS SYSTEMS

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

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

SC-20 DELAY FOR OPERATIONS

20.1 Restrictions to Access. Access to work areas may be restricted from time to time by necessity of Airport operations. CONTRACTOR has taken into account and provided in its planning, scheduling, and pricing for disruptions including, but not limited to, clearing traffic congestion or accidents, repairs to Airport facilities, heightened Security conditions and the like.

20.2 Closures. Runway and Taxiway closures at any time, or duration, are prohibited during the following holidays:

20.1.1 Memorial Day Weekend: Thursday through Tuesday

20.1.2 Labor Day Weekend: Thursday through Tuesday

20.1.3 One week prior to Thanksgiving through the Monday after Thanksgiving

20.1.4 One week prior to Christmas day through one week after New Year's Day

SC-21 CUTTING AND PATCHING

CONTRACTOR shall be responsible for all cutting, fitting, and patching required to complete the Work. The ENGINEER, at his discretion, may request the uncovering of the Work to provide for alterations, restoration, or refinishing of existing work. A written request to the ENGINEER, in advance of cutting or patching items of work which may affect structural value or integrity, is required for approval.

EXHIBIT C; QUANTITIES, PRICING, AND DATA FORMS

CITY OF ATLANTA
DEPARTMENT OF AVIATION

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

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

EXHIBIT C
QUANTITIES, PRICING AND DATA

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EXHIBIT “C”

FORM A; SCHEDULE OF QUANTITIES AND PRICES

EXHIBIT "C"

FORM A. SCHEDULE OF QUANTITIES AND PRICES

01) SCOPE OF WORK

This project is concerned primarily with rehabilitation of piping portions of the Southside Sewer System. The scope involves re-lining the existing pipes from Lift Station 1 all the way to the outfall at the Flint River Pump Station (FRPS). The sections of the pipe system between Riverdale Road crossing and the College Park Lift Station are excluded, as these pipes remain under the ownership of College Park. Force main segments are being replaced, and the older lines removed. As related work, a holding pond associated with this sewer line will be de-commissioned, and the area restored to original conditions.

02) UNIT & LUMP SUM PRICES

Unit and Lump Sum prices quoted in Form A -1 Schedule of Unit & Lump Sum Prices shall be firm all-inclusive prices. Payment of the Unit and/or Lump Sum prices shall constitute full payment for performance of the corresponding work and shall cover all costs of whatever nature incurred by the CONTRACTOR in accomplishing the Work in accordance with the provisions of this Contract.

03) QUANTITIES

The quantities where noted in the Schedule of Unit & Lump Sum Prices, are approximations subject to variations as stated in 5.0 and no claim shall be made for deficiency or over-run, actual or relative. Payment will be made for the actual quantities of each Schedule of Unit Prices item incorporated into the Work in accordance with the Contract requirements based on the unit prices established in the Schedule.

04) PERFORMANCE AND PAYMENT SECURITIES

The cost of the Performance and Payment Bonds are to be distributed through the various items of work.

05) ADJUSTMENTS

All prices are fixed for the duration of the Contract and are not subject to escalation for any reason. Payment of the Total Contract Price shall constitute full payment for performance of the Work and covers all costs of whatever nature incurred by CONTRACTOR in accomplishing the Work in accordance with the provisions of the Contract.

The CITY reserves and shall have the right to make such adjustments in the Work as may be necessary or desirable to complete the Work originally intended in an acceptable manner. Unless otherwise specified herein, the CITY may make such adjustments in the Work as may increase or decrease the originally awarded contract quantities. Adjustments shall not invalidate the Contract nor release the surety, and the CONTRACTOR agrees to accept

payment for such adjustments as if the altered work had been a part of the original Contract. The adjustments which are for work within the general scope of the Contract shall be covered by Change Order issued by the ENGINEER. Change Orders for altered work shall include extensions of Contract time where, in the ENGINEER's opinion, such extensions are commensurate with the amount and difficulty of added work.

If the CITY and the CONTRACTOR are unable to agree on a unit adjustment for any Contract item that requires a change order, the CITY reserves the right to terminate the Contract with respect to the item and make other arrangements for its completion.

All Change Orders shall require consent of the CONTRACTOR'S surety and an increase of the performance and payment bonds.

Adjustments shall not increase the total cost of the project, based on the originally estimated quantities and the unit prices bid. Should it become necessary for the best interest of the CITY to make changes in excess of those herein specified, the same shall be covered by Change Order.

06) **REQUIRED SUBMITTALS**

When notified by the Department of Procurement (DOP), the CONTRACTOR will within ten (10) days submit the following documents to CITY executed by CONTRACTOR and its Surety, or issued by CONTRACTOR'S insurers providing the insurance required by the Contract, as applicable, the following:

a) Performance Bond;

b) Payment Bond; and

c) Accord Certificate of Insurance.

07) **OWNER'S CONTROLLED INSURANCE PROGRAM**

The CITY, at its option, may consider the implementation of the Owner's Controlled Insurance Program. Items under the Base Bid shall include the CONTRACTOR'S cost of procuring and maintaining Automobile Liability Insurance and Builders Risk Insurance as stipulated in Exhibit D; Insurance and Bonding.

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

FC-8690
PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

EXHIBIT "C"
FORM A-1 SCHEDULE OF UNIT & LUMP SUM PRICES

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-1-1	LUMP SUM	LS, MOBILIZATION, AT _____ _____ PER LUMP SUM				
SP-2-1	ALLOWANCE	AS REQUIRED, PROJECT CONTINGENCY, AT _____ _____ PER ALLOWANCE			**500,000**	**00**
SP-4-1	LUMP SUM	LS,TRAFFIC CONTROL , AT _____ _____ PER LUMP SUM				
SP-5-1	LUMP SUM	LS,UTILITY COORDINATION AND SCHEDULING , AT _____ _____ PER LUMP SUM				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
SP-7-1	LUMP SUM	LS, AS-BUILTS , AT _____ _____ PER LUMP SUM				
SP-8-1	ALLOWANCE	AS REQUIRED, PROJECT CONTINGENCY / EMERGENCY SERVICES , AT **_ZERO DOLLAR AND ZERO CENT_____** _____ PER ALLOWANCE	___	____	**0**	**00**
P-150-1	90	LF,REMOVAL OF CHAIN LINK FENCE , AT _____ _____ PER LINEAR FOOT				
P-150-2	860	LF,REMOVAL OF PIPE, 12” DIP , AT _____ _____ PER LINEAR FOOT				
P-150-3	330	LF,REMOVAL OF PIPE, 14” DIP , AT _____ _____ PER LINEAR FOOT				
P-150-4	4800	LF,REMOVAL OF PIPE, 18” HDPE (Above Ground), AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-150-5	3500	LF,REMOVAL OF PIPE, 24" DIP , AT _____ _____ PER LINEAR FOOT				
P-150-6	180	LF,REMOVAL OF PIPE, 36" RCP , AT _____ _____ PER LINEAR FOOT				
P-150-7	1	EA,REMOVAL OF EXISTING AIR RELEASE VALVE AND MANHOLE , AT _____ _____ PER EACH				
P-150-8	1	EA,REMOVAL OF EXISTING AIR RELEASE VALVE WITHIN MANHOLE TO REMAIN , AT _____ _____ PER EACH				
P-150-9	LUMP SUM	LS, RELOCATE EXIST. STEEL ROAD RAMP BYPASS , AT _____ _____ PER LUMP SUM				
P-152-1	17500	CY, SITE EXCAVATION , AT _____ _____ PER CUBIC YARD				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
P-152-2	50	CY, BACKFILL, AT _____ _____ PER CUBIC YARD				
P-152-3	1100	SY, PREPARATION OF SUBGRADE , AT _____ _____ PER SQUARE YARD				
P-152-4	65	CY, TRENCH ROCK EXCAVATION , AT _____ _____ PER CUBIC YARD				
P-156-1	LUMP SUM	LS, SEDIMENT/EROSION CONTROL , AT _____ _____ PER LUMP SUM				
P-209-1	250	CY, CRUSHED AGGREGATE FOR ACCESS ROADS, INCLUDING CALCIUM CHORIDE, AT _____ _____ PER CUBIC YARD				
F-162-1	50	LF, 8' BLACK PVC COATED FENCE WITH EXTENSION ARMS AND 3 STRANDS OF BARBED WIRE, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
F-162-2	2	EA, TEMPORARY DOUBLE-LEAF SWING GATE, BLACK PVC-COATED, 24' OPENING, AT _____ _____ PER EACH				
F-162-3	1	EA, 8' BLACK PVC COATED FENCE FABRIC REPAIR, AT _____ _____ PER EACH				
F-162-4	1	EA, PERMANENT DOUBLE-LEAF SWING GATE, GALVANIZED, 24' OPENING, AT _____ _____ PER EACH				
F-162-5	3	EA, 8' GALVANIZED FENCE FABRIC REPAIR, AT _____ _____ PER EACH				
D-750-1	1000	LF, SANITARY SEWER, 12" HDPE 3608 DR 17 DIPS,AT _____ _____ PER LINEAR FOOT				
D-750-2	4	EA, SANITARY SEWER, 12" HDPE 45° FITTING WITH PCC THRUST BLOCK , AT _____ _____ PER EACH				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-750-3	2	EA, SANITARY SEWER, 12" HDPE 60° FITTING WITH PCC THRUSTBLOCK, AT _____ _____ PER EACH				
D-750-4	330	LF, SANITARY SEWER, 14" HDPE 3608 DR 17 DIPS, AT _____ _____ PER LINEAR FOOT				
D-750-5	5700	LF, SANITARY SEWER, 18" HDPE 3608 DR 17 DIPS, AT _____ _____ PER LINEAR FOOT				
D-750-6	2	EA, SANITARY SEWER, 24" X 18" DUCTILE IRON REDUCER, AT _____ _____ PER EACH				
D-750-7	7000	LF, TYPE C BEDDING FOR SANITARY SEWER, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-750-8	1	EA, 2" COMBINATION VALVE/BALL VALVE ASSEMBLY, AT _____ _____ PER EACH				
D-750-9	2	EA, 3" COMBINATION VALVE/BALL VALVE ASSEMBLY, AT _____ _____ PER EACH				
D-750-10	5	EA, 4" COMBINATION VALVE/BALL VALVE ASSEMBLY, AT _____ _____ PER EACH				
D-750-11	LUMP SUM	LS, TRENCH AND EXCAVATION PROTECTION, AT _____ _____ PER LUMP SUM				
D-750-12	225	LF, JACK AND BORE 24" STEEL CASING, AT _____ _____ PER LINEAR FOOT				
D-750-13	40	LF, JACK AND BORE 36" STEEL CASING , AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-751-1	7	EA, MANHOLE (5' DIA.) FOR COMBINATION AIR/VACUUM VALVE INSTALLATION, AT _____ _____ PER EACH				
D-751-2	1	EA, ADJUST EXISTING MANHOLE TO GRADE , AT _____ _____ PER EACH				
D-751-3	1	EA, REMOVE AND REPLACE RING AND LID (2'Dia.) FOR EXISTING SANITARY SEWER MANHOLE, AT _____ _____ PER EACH				
D-751-4	6	EA, PLUG EXISTING DUCTILE IRON PIPE (12" TO 24" DIA.), AT _____ _____ PER EACH				
D-752-1	5800	LF, CURED IN PLACE PIPE LINING, 18" DIAMETER , AT _____ _____ PER LINEAR FOOT				
D-753-1	3000	LF, SLIPLINING, 18" HDPE, AT _____ _____ PER LINEAR FOOT				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
D-755-1	20	CY, PLAIN STONE RIP RAP , AT _____ _____ PER CUBIC YARD				
D-755-2	100	CY, GROUTED STONE RIP RAP, AT _____ _____ PER CUBIC YARD				
D-756-1	LUMP SUM	LS, WASTEWATER FLOW CONTROL , AT _____ _____ PER LUMP SUM				
T-901-1	13	ACRE, SEEDING, AT _____ _____ PER ACRE				
T-901-2	13	ACRE, TEMPORARY SEEDING, AT _____ _____ PER ACRE				
T-901-3	100	HR, WATERING FOR GRASSED AREAS, AT _____ _____ PER HOUR				

ITEM NO.	PRELIMINARY CONSTRUCTION QUANTITY	ITEM WITH UNIT OR LUMP SUM PRICE WRITTEN IN WORDS	UNIT PRICE IN FIGURES		AMOUNT	
			DOLLARS	CENTS	DOLLARS	CENTS
T-908-1	13	ACRE, ASPHALT SPRAY MULCHING, AT _____ _____ PER ACRE				
		TOTAL BASE BID _____ _____				
	LUMP SUM	**<u>ADDITIVE ALTERNATE #1</u>** **CONTRACTOR'S INSURANCE COST, AT** _____ _____ **PER LUMP SUM**				

EXHIBIT “C”

FORM B; ESSENTIAL SUBCONTRACTOR QUALIFICATION STATEMENT

EXHIBIT "C"

FORM B. ESSENTIAL SUBCONTRACTOR QUALIFICATION STATEMENT

This Form "B", Essential Subcontractor Qualification Statement is submitted for the following proposed Essential Subcontractor:

Company Name:_____ Phone:_____

Address: _____ Facsimile:_____

_____

Number of Years in business:_____

Contact Person:_____ Email:_____

Scope of Work to be performed by Subcontractor on this Project:_____

_____

As applicable:

License(s) held:_____ Number:_____ Expires:_____

_____ _____ _____

Certification(s) held:_____ Expires:_____

_____ _____

References: (a minimum of two (2) references are required)

1. Prime Contractor: Company Name _____

   Address _____

   City, State, Zip _____

   Phone _____

   E-mail _____

   Project Name: _____

   Location of Project: _____

Contact Person: _____

Phone Number: _____

Date(s) of Project: _____

Description/Summary of Services: _____

Value/Amount of Subcontract: _____

2. Prime Contractor: Company Name _____

Address _____

City, State, Zip _____

Phone _____

E-mail _____

Project Name: _____

Location of Project: _____

Contact Person: _____

Phone Number: _____

Date(s) of Project: _____

Description/Summary of Services:_____

Value/Amount of Subcontract:_____

EXHIBIT “C”

FORM C; PRELIMINARY CONTRACT SCHEDULE

EXHIBIT "C"

FORM C. PRELIMINARY CONTRACT SCHEDULE

In accordance with the Invitation to Bid (ITB) the Bidder shall submit a preliminary project schedule meeting the following requirements:

1. Produce the schedule in P6 software or equivalent.
2. Provide a hard copy of the schedule on 11" X 17" paper with a minimum font size of 10pt. The document shall be in color. The Critical Path shall be in Red.
3. Show the continuity and flow of the work.
4. The level of detail in the schedule shall match the level of detail in the Work Plan (FORM D).
5. The number of tasks shall be reasonable with the cost of the project and the baseline schedule requirements. (i.e., a bid of $3 million would be approximately 20 construction tasks included, a bid of $10 million would be over 40 construction tasks indicated).
6. Show all contract milestones as stated in SC-02.
7. Items that require long lead times for procurement and /or work requiring coordination with other agencies must be identified.
8. Show construction activities in no more than three geographically separated locations at any one time.

Failure to provide a preliminary schedule as described above may result in the bid being found non-responsive.

EXHIBIT “C”

FORM D; PROJECT ORGANIZATION AND WORK PLAN

EXHIBIT "C"

FORM D. PROJECT ORGANIZATION AND WORK PLAN

In accordance with the Invitation to Bid (ITB) the Bidder shall submit information regarding the project Organization meeting the following requirements:

1. Organization chart with the names and titles of key personnel proposed to manage this project.
2. Organization chart shall include Representative whom Project Manager shall report to. A written description of representative's authority shall be defined.
3. A written description of the organization, defining lines of authority, responsibility, and communication.
4. A written description outlining the overall working of the organization with particular emphasis on Home Office/Site interfaces and the procedures for monitoring and controlling the work.

In accordance with the Invitation to Bid (ITB) the Bidder shall submit a detailed narrative project Work Plan. The intention of this work plan is for the Bidder to explain the means and methods used in making the preliminary schedule tasks occur as indicated in FORM "C". For the purposes of this submittal means and methods is defined as the resources made available and procedures or techniques to be used in meeting the preliminary schedule provided in FORM"C". The Work Plan shall meet the following requirements:

1. The level of detail in the Work Plan shall be the same as the level of detail in the schedule.
2. Discuss the plan for making all contract Milestones as stated in SC-2 and shown on the preliminary schedule.
3. Discuss the number of crews the bidder will utilize for the project. Show how and which crews will be associated with each scope of work.
4. Provide the work hours and days of work (ie, 8 hours per day-6 days per week). These work hours and days of work shall be coordinated with and support the preliminary schedule in Form C and meet the contract requirements.
5. Identify any item of procurement or required coordination with other agencies that may be problematic or are critical to the completion of the work.
6. Include a description of the work the Bidder will self-perform and the work performed by Subcontractors. This is in addition to the information provided elsewhere since that information my not be available to the review of the Work Plan.
7. Show how each scope of work will be completed when limited to working at no more than three geographically separated locations at one time.

Failure to provide an organization and work plan as described above may result in the bid being found non-responsive.

EXHIBIT “C”

FORM E; SAFETY PROGRAM

EXHIBIT "C"

FORM E. SAFETY PROGRAM

The Bidder must demonstrate that it is committed to implementing a first rate safety program and that it has an exceptional safety and environmental record. The Bidder and its essential subcontractors identified on Form B must submit their current Experience Modification Rate (EMR). If an EMR is not available Bidder or essential subcontractor must submit a written statement detailing the Firm's safety record on its last five projects including contact names and numbers where the City can verify the safety record statement.

The Bidder must provide a Log and Summary of OSHA violations and any fines or settlements of its Company, Firm, or joint venture partners for the past thirty-six (36) months. Attach the Log and Summary of Occupational Injuries and Illnesses as required by the U. S. Department of Labor for the past thirty-six (36) months. Provide OSHA Recordable Incident Rate (Year 2009) and OSHA Lost Days Away Incident Rate (Year 2009). This is applicable to site construction and installation activities only.

Bidder is to complete attached Safety and Health History (SHH) form.

SAFETY AND HEALTH HISTORY FORM

1A. List your Firm's Interstate Experience Modification Rate (EMR) for the three (3) most recent years and total hours worked.

	20_____	20_____	20_____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

1B. If the state where the jobsite is located has an EMR rating system, provide the state EMR for the three (3) most recent years and total hours worked.

	20_____	20_____	20_____
a. EMR	_____	_____	_____
b. Hours Worked	_____	_____	_____

2. SAFETY PERFORMANCE

2A. List safety performance incident rates for the three (3) most recent years:

	20_____	20_____	20_____
a. OSHA Recordable Incident Rate	_____	_____	_____
b. Lost Workday Case Incident Rate	_____	_____	_____

2B. Use your OSHA No. 200 Log to fill in the three (3) most recent years:

	20_____	20_____	20_____
a. Number of first aid cases	_____	_____	_____
b. Number of lost workday cases.	_____	_____	_____
c. Number of restricted workday cases.	_____	_____	_____
d. Number of cases with medical attention only.	_____	_____	_____
e. Number of fatalities.	_____	_____	_____

3. Check your type of work:

___ Non-Residential Building
___ Heavy (Non-Highway) Construction
___ Mechanical
___ Electrical
___ Other (State Type): _____
__ Earthwork
__ Concrete
__ Architectural

SAFETY AND HEALTH HISTORY (Continued)

4. Are accident reports (OSHA 200) and report summaries sent to the following and how often?

	No	Yes	Monthly	Quarterly	Annually
a. Project Superintendent/Site Mgr.	___	___	___	___	___
b. Vice President/Mgr. of Construction	___	___	___	___	___
c. Safety Director	___	___	___	___	___
d. President of Firm ___	___	___	___	___	

5. Do you hold site safety meetings for field employees both Manual and Non-Manual?
Yes ___ No ___

How Often?
Weekly ___ Bi-Weekly ___ Monthly ___ Less Often, As Needed ___

6. Do you conduct project safety inspections?
Yes ___ No ___

If yes, who conducts this inspection?

TITLE	HOW OFTEN?

7. How are accident records and accident summaries kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Accidents totaled for the entire company	___	___	___	___
b. Accidents totaled by project ___	___	___	___	
(1) Subtotaled by superintendent	___	___	___	___
(2) Subtotaled by foreman ___	___	___	___	

8. How are the costs of individual accidents kept? How often are they reported?

	No	Yes	Monthly	Annually
a. Costs totaled for the entire company	___	___	___	___
b. Costs totaled by project	___	___	___	___
(1) Subtotaled by superintendent	___	___	___	___
(2) Subtotaled by foreman ___	___	___	___	

SAFETY AND HEALTH HISTORY (Continued)

9. List key Safety and Health personnel planned for this project. Please list name, expected position and safety performance on their last three projects (OSHA Recordable and Lost Workday Case Incident (LWCI) rates). When a project has not been specified, list key company personnel.

NAME	POSITION	PROJECT	OSHA	LWCI

10. Do you have a written safety program?

Yes ___ No ___

If yes, submit a copy for evaluation.

11. Do you have an orientation program for new hires?

Yes ___ No ___

If yes submit a copy for evaluation. Does it include instruction on the following?

	Yes	No		Yes	No
a. Head protection	___	___	i. Fire protection	___	___
b. Eye protection	___	___	j. First aid facilities	___	___
c. Hearing Protection	___	___	k. Emergency procedures	___	___
d. Respiratory protection	___	___	l. Toxic substances	___	___
e. Safety belts and lifeline	___	___	m. Trenching and excavation	___	___
f. Scaffolding	___	___	n. Signs, barricades, flagging	___	___
g. Perimeter guarding	___	___	o. Electrical safety	___	___
h. Housekeeping	___	___	p. Rigging and crane safety	___	___
			q. Road Safety (Driving)	___	___

SAFETY AND HEALTH HISTORY (Continued)

12. Do you have a program for newly hired or promoted foremen?

    Yes ___ No ___

    If yes submit a copy for evaluation. Does it include the following?

	Yes	No		Yes	No
a. Safe work practices	___	___	e. First aid procedures	___	___
b. Safety supervision	___	___	f. Accident investigation	___	___
c. Toolbox meetings	___	___	g. Fire protection and prevention	___	___
d. Emergency procedures	___	___	h. New worker orientation	___	___

13. Do you hold craft "toolbox" safety meetings?

    Yes ___ No ___

    How Often?

    Weekly ___ Bi-Weekly ___ Monthly ___ Less Often, As Needed ___

14. Do you have a written Hazard Communication program?

    Yes ___ No ___

    If yes, how is it implemented on each project?

    _____
    _____
    _____
    _____

15. Do you have/require Material Safety Data Sheets (M.S.D.'s) for material/chemicals/equipment?

    Yes ___ No ___

    If yes, explain field procedure for informing craft workers about potential hazards:

    _____
    _____
    _____
    _____

SAFETY AND HEALTH HISTORY (Continued)

16. List three (3) client references that could verify the quality and management commitment of your safety program.

Name	Address	Phone No.
a._____	_____	_____
	_____	
b._____	_____	_____
	_____	
c._____	_____	_____
	_____	

EXHIBIT “C”

FORM F; RESUMES OF KEY PERSONNEL

EXHIBIT "C"

FORM F. RESUMES OF KEY PERSONNEL

Bidder to provide a resume for each key person to be assigned to the Contract, containing at least the following information on each person (attach and properly designate additional pages, if necessary):

POSITION: _____

TITLE: _____

a. Name:

b. Years of Experience:

c. Education/Qualifications:

d. Present Position in Bidder's Company (***include professional experience***):

e. Project Experience (***include Title/Scope/ Role and contract value for each project performed***):

f. Safety performance metrics from the last three (3) projects (First Aid cases, Recordable Incident Rate and Lost Workday Case Rate)

g. Employment History- include Title and Role at Company:

Resumes are required for the following positions: Project Manager, Safety Manager Superintendent and Quality Control Manager all of whom would be assigned full time to the Contract. Refer to Special Conditions 8.2 for additional qualification requirements.

Key personnel will be listed in the Special Condition titled "KEY PERSONNEL" (SC-8), restricting their replacement without CITY consent.

Failure to provide a complete resume as described above may result in the bid being found non-responsive.

EXHIBIT “C”

FORM G; SUMMARY OF QUALITY CONTROL PROGRAM

EXHIBIT "C"

FORM G. SUMMARY OF QC PROGRAM

Bidder to provide a summary description of the Quality Control (QC) Program (refer to Exhibit I) to be implemented in performance of the Work. This summary shall include information on the organization of the program, including the authority and responsibility of all involved personnel. As a minimum the Bidder shall submit the following information in narrative form:

(1) Quality Control Program Management.

(2) Items of work in this project where Quality Control Testing will be accomplished.

(3) Corrective Action program.

NOTES:
Final program will be approved as submitted under the Contract requirements

EXHIBIT “C”

FORM H; WORK IN PROGRESS

EXHIBIT "C"

FORM H. WORK IN PROGRESS

The following contracts are currently in progress or in bid stage for the following OWNERS or Prime Contractors:

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop

NOTES:
Work Description: Describe work scope and then indicate if prime, subcontract or in bid stage.
Start/Stop: Provide schedule starting date and completion by mo/yr, e.g. Jan93/Sep94.

EXHIBIT “C”

FORM I; EXPERIENCE STATEMENT

EXHIBIT "C"

FORM I. EXPERIENCE STATEMENT

The Bidder submits the following statement as to its experience qualifications. In the case of a joint venture **or LLC**, separate forms will be submitted for previous experience of the joint venture and the experience of each party of the joint venture **or LLC.**

1. This company has been engaged in the contracting business under its present business name for _____ years.
2. Experience in work of a nature similar in type and magnitude to that set forth in the Bid extends over a period of _____ years.
3. All awarded contracts have been satisfactorily completed, except as follows (Name any and all exceptions and reasons therefore, attaching additional pages if necessary):

_____

_____

_____

_____

4. The following contracts, covering work similar in type and magnitude to that set forth in the Bid, have been satisfactorily completed within the last five (5) years.

5. Column completion notes:
   a. Work Description: Describe work scope and then indicate if prime or subcontract.
   b. Start/Stop: Provide starting date and actual/forecast completion by mo/yr, e.g. Jan 93/Sep94.
   c. Schedule and Budget: State either "over", "on", or "under" the Contract schedule and budget.

EXHIBIT "C"
FORM I. EXPERIENCE STATEMENT (continued)

Item No.	Customer Name, Address, Representative and Phone No.	Work Description	Location	Value	Start/Stop	Schedule	Budget

EXHIBIT D; OWNER CONTROLLED INSURANCE PROGRAM (OCIP) MANUAL

EXHIBIT D-1; PERFORMANCE AND PAYMENT BOND

EXHIBIT D-1
PERFORMANCE AND PAYMENT BONDS

1. At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's contract value as specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's contract value as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

2. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.

3. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.

4. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.

5. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

EXHIBIT D-1

ATTACHMENT 1

Performance Bond

INSTRUCTIONS

1. **This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.**

2. **The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.**

3. **Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.**

4. **Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.**

5. **Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.**

6. **The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.**

7. **Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."**

8. **The name of each person signing this bond shall be typed or printed in the space provided.**

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

That _____ as principal (“Principal),
(Legal Name and Address)

and _____ as surety ("Surety"), are held and firmly bound unto the
(Legal Title and Address of Surety)

CITY OF ATLANTA as Obligee ("Owner"), in the amount of _____DOLLARS

($_____), to which payment Principal and Surety bind themselves, their heirs, executors, administrators,

successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into an Agreement with the Owner bearing date of _____ and

in the same monetary amount of this bond for: **FC-8690; Permanent Solution to Sewer Force Main Break** accordance with

drawings and specifications prepared by: _____which said
(Full Name and Title)

Contract and Task Order are incorporated herein by reference and made a part hereof, and is hereinafter referred

to as the Contract.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if the Principal shall promptly and faithfully perform and comply with the terms and conditions of said contract; and shall indemnify and save harmless the Owner against and from all cost, expenses, damages, injury or loss to which said Owner may be subjected by reason of any negligent act or omission, including patent infringement, misconduct, want of care or skill, default or failure of performance on the part of said Principal, his agents, subcontractors, materialmen or employees, in the execution or performance of said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

(1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner’s right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the Contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Agreement for increases in the penal amount of this bond and waives notice from the Owner of any such changes, as set forth in the Contract Documents.

(2) If pursuant to the Contract Documents the Principal shall be declared in default by the Owner under the aforesaid Contract, the Surety shall promptly perform this bond agreement in accordance with its terms and conditions. It shall be the duty of the Surety to give an unequivocal notice in writing to the Owner, within twenty-five (25) days after receipt of a declaration of default, of the Surety's election to either remedy the default or defaults promptly or to perform the Contract promptly, time being of the essence. In said notice of election, the Surety shall indicate the date on which the remedy or performance will commence, and it shall then be the duty of the Surety to give prompt notice in writing to the Owner immediately upon completion of (a) the remedy and/or correction of each default, (b) the remedy and/or correction or each item of defective work, (c) the furnishing of each omitted item of work, and (d) the performance of the Contract. The Surety shall not assert its Principal as justification for its failure to give notice of election or for its failure to promptly remedy the default or defaults or perform the Contract.

(3) It is expressly agreed by the Principal and the Surety that the Owner, if he desires to do so, is at liberty to make inquiries at any time of subcontractors, laborers, materialmen, or other parties concerning the status of payments for labor, materials, or services furnished in the prosecution of the work.

(4) No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the legal successors of the Owner.

(5) For the purposes of this bond, the name and address of the Authorized Agent of the Owner to whom correspondence and telecommunications may be addressed and/or with whom business concerning this bond may be conducted will be as follows:

Mr. Franklin Rucker
1255 South Loop Road
College Park, GA 30337

(6) Further, this bond shall be the Performance Bond furnished under O.C.G.A. §§ 36-91-70, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

Approved as to form: **_____** **Senior Assistant City Attorney**	**Contractor**
Corporate Surety: **_____** **Surety Name (Type)** **By:_____** **Attorney-In-Fact (Sign)** **Name:_____** **Attorney-In-Fact (Type)** **(Seal)**	**Signature:_____** **Name:_____** **Title:_____** **ATTEST:** **_____** **SECRETARY/ASST. SECRETARY** **[Affix Corporate Seal]**

EXHIBIT D-1

ATTACHMENT 2

Payment Bond

INSTRUCTIONS

1. **This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.**

2. **The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.**

3. **Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.**

4. **Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.**

5. **Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.**

6. **The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.**

7. **Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."**

8. **The name of each person signing this bond shall be typed or printed in the space provided.**

Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

That_____as Principal ("Principal) and
(Legal Title and Address)

_____as Surety ("Surety") are held and firmly bound unto the
(Legal Name and Address of the Surety)

CITY OF ATLANTA as Obligee ("Owner") in the amount of: _____DOLLARS
(Insert Contract Price)

($_____), to which payment Principal and Surety bind themselves, their heirs, executors,

administrators, successors and assigns jointly and severally, firmly by these presents. WHEREAS, the Principal has entered

into an Agreement with the Owner bearing date of _____ and in the same

monetary amount of this bond for **FC-8690; Permanent Solution to Sewer Force Main Break** in accordance with the drawings and

specifications prepared by: _____ which said Contract and Task
(Here insert Full Name and Title)

Order *are* incorporated herein by reference and made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and materials supplied in the prosecution of the work provided for in said Contract, then this obligation shall be void, otherwise it shall remain in full force and effect subject, however, to the following conditions:

(1) The said Surety to this bond, for value received, hereby stipulates and agrees that no change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the work to be performed thereunder, or the specifications or drawings accompanying same, or the exercise of the Owner's right to do work, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change or changes, extension of time or extensions of time, alteration or alterations or addition or additions to the terms of the contract or to the Work or to the specifications or drawings. In addition the Surety to this bond, for value received, hereby agrees to the provisions of the Contract for increases in the penal amount of this bond and waives notice from the Owner of any such changes.

(2) A claimant is defined as any subcontractor and any person supplying labor, materials, machinery or equipment in the prosecution of the work provided for in said Contract and as provided in O.C.G.A §§ 36-91-90, et seq.

(3) Every person entitled to the protection hereunder and who has not been paid in full for labor or materials furnished in the prosecution of the work referred to in said bond shall have the rights and obligations set forth in O.C.G.A §§ 36-91-90, et seq.

(4) No action can be instituted on this bond after one year from the completion of the Contract and acceptance of the Project by the proper public authorities.

(5) Further, this bond shall be the Payment Bond furnished in compliance with O.C.G.A. §§ 36-91-90, et seq. and shall be subject to increase in the penal amount of the bond pursuant to such statutes of the Agreement.

Approved as to form: **_____** **Senior Assistant City Attorney**	**Contractor**
Corporate Surety: **_____** **Surety Name (Type)** **By:_____** **Attorney-In-Fact (Sign)** **Name:_____** **Attorney-In-Fact (Type)** **(Seal)**	**Signature:_____** **Name:_____** **Title:_____** **ATTEST:** **_____** **SECRETARY/ASST. SECRETARY** **[Affix Corporate Seal]**

EXHIBIT D-2; CONSTRUCTION SAFETY AND HEALTH PLAN

EXHIBIT E; SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

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

PROJECT NUMBER FC-8690

PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

EXHIBIT "E" - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

01) SCOPE OF WORK

1.1 General

This project is concerned primarily with rehabilitation of piping portions of the Southside Sewer System. The scope involves re-lining the existing pipes from Lift Station 1 all the way to the outfall at the Flint River Pump Station (FRPS). The sections of the pipe system between Riverdale Road crossing and the College Park Lift Station are excluded, as these pipes remain under the ownership of College Park. Force main segments are being replaced, and the older lines removed. As related work, a holding pond associated with this sewer line will be de-commissioned, and the area restored to original conditions.

1.2 Construction

CONTRACTOR shall perform the work in accordance with the furnished specifications and instructions. Work areas will be outside of the AOA.

1.3 Technical Specification

The following specifications and technical documents form a part of the contract:

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

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

EXHIBIT E

TECHNICAL SPECIFICATIONS

The following specifications and technical documents form a part of the contract:

SECTION	DESCRIPTION	NO. OF PAGES
SP-1	Mobilization	1
SP-2	Project Contingency	1
SP-4	Traffic Control	2
SP-5	Utility Coordination and Scheduling	1
SP-7	As-Builts	3
SP-8	Project Contingency/Emergency Services	1
P-150	Removal of Pavements and Miscellaneous Items	3
P-152	Excavation and Embankment	11
P-156	Temporary Water Pollution, Soil Erosion and Siltation Control	5
P-209	Crushed Aggregate Base Course	5
F-162	Chain Link Fences	9
D-750	Sanitary Sewers	9
D-751	Manholes, Catch Basins and Inlets	6
D-752	Cured In Place Pipe Liner	25
D-753	Sliplining method	19
D-755	Stone Rip Rap	2
D-756	Wastewater Flow Control	8
T-901	Seeding	7
T-908	Mulching	2

EXHIBIT F; INDEX OF DRAWINGS

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

FC-8690

PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

EXHIBIT "F" – INDEX OF DRAWINGS

The following drawings form a part of the contract:

DRAWING NO. DRAWING TITLE

GENERAL

G0.1.1	COVER SHEET
G1.1.1	DRAWING INDEX & RELEASE STATUS SUMMARY

CIVIL

C0.1.1	SUMMARY OF QUANTITIES
C1.1.1	KEY PLAN
C2.1.1	CONSTRUCTION CONTROL PLAN & NOTES
C3.1.1	CONSTRUCTION SEQUENCE MAINTENANCE OF FLOW
C17.1.1	PLAN AND PROFILE
C17.2.1	PLAN AND PROFILE
C17.3.1	PLAN AND PROFILE
C17.4.1	PLAN AND PROFILE
C17.5.1	STA 1004+20 TO STA 1025+00 PLAN AND PROFILE
C17.6.1	STA 1025+00 TO STA 1037+31 PLAN AND PROFILE
C17.7.1	REROUTED 12'' PLAN & PROFILE LIFT STATION 1
C17.8.1	REROUTED 18'' SANITARY SEWER FORCE MAIN PLAN
C17.8.2	REROUTED 18'' SANITARY SEWER FORCE MAIN PROFILE
C17.9.1	POND RECLAMATION AREA GRADING & DRAINAGE PLAN
C26.1.1	MISCELLANEOUS DETAILS 1
C26.2.1	MISCELLANEOUS DETAILS 2
C26.3.1	MISCELLANEOUS DETAILS 3
C26.4.1	MISCELLANEOUS DETAILS 4
C26.5.1	MISCELLANEOUS DETAILS 5
C26.6.1	SWING GATE DETAIL

EXHIBIT G; AIRPORT SECURITY REQUIREMENTS

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8690; PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

EXHIBIT "G", AIRPORT SECURITY PLAN REQUIREMENTS (SIDA)

The CONTRACTOR is required to provide a Site Specific Security Plan. This Plan is part of the Contract Documents. The CONTRACTOR must, at all times, comply with all aspects of the approved Plan as well as ensure that all employees and subcontractors comply with the provisions of the Plan. This Plan is a "living document" and will be updated as needed. This Site specific security plan must be developed in accordance with the guidelines in Appendix 1 of this document.

The Site Specific Security Plan must be submitted in writing to the Engineer and approved prior to commencing Work at the Jobsite.

Costs for performing all Work necessary to provide a secure site must be incidental to the prices for other items of Work, and not priced separately.

1. **Airport Security Requirements**. The CONTRACTOR shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. The CONTRACTOR shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.

   The CONTRACTOR shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Contractor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve the CONTRACTOR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the CONTRACTOR's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

2. **Preventing Unauthorized Access**. The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. The CONTRACTOR shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The CONTRACTOR shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.

3. **Transportation Security Administration/Responsibility of the CONTRACTOR.** In order to comply with the TSA and DOA security requirements, the CONTRACTOR shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Contract. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.

4. **Security Identification Display Area (SIDA)**. The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.

   4.1 **FBI/CHRC Checks.** To obtain a SIDA badge, each individual must successfully undergo a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two forms of Identification prior to the badging process. At least one form of identification must have been issued by a government authority and at least one must contain a photograph. The CONTRACTOR shall be responsible for all fees associated with obtaining a SIDA badge, (i.e. badge and fingerprint fees as determined by DOA). The current cost for the CHRC is $60.00 per individual. The current cost for badge is $60.00 per individual. Costs for lost badges is $200.00. The CONTRACTOR shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. The CONTRACTOR/Escorting Requirements are specified in subsection below.

5 **Displaying Badges.** Employees and those of all subcontractors must display a DOA issued badge showing the CONTRACTOR's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.

6 **Badging Records and Process.** The CONTRACTOR shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. The CONTRACTOR will be required to furnish this information to the DOA upon request.

   6.1 The Badging process may begin upon the CONTRACTOR's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the CONTRACTOR has completed the badging process.

   6.2 If applicable, an Administrative NTP may be presented to the DOA Security Division by the CONTRACTOR in order to initiate the badging process for the CONTRACTOR's employees.

6.3 The CONTRACTOR shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the CONTRACTOR's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Contract Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors' Authorizing Agent nature of the work to be performed by the CONTRACTOR, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the CONTRACTOR's Insurance Certificate shall accompany the letter. Once badged, the CONTRACTOR's Authorizing Agent shall be responsible for the badging process of his/her company employees.

6.4 Each Subcontractor identified in the CONTRACTOR's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the CONTRACTOR, to the DOA Security Division. A copy of the Subcontractor's Insurance certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.

6.5 Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

6.6 Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.

6.7 Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.

6.8 Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.

6.9 The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, the CONTRACTOR's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.

6.10 Badges issued to the CONTRACTOR and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:

6.10.1 Completion of Contract or subcontract, unless extended by the City;
6.10.2 Expiration of Insurance coverage, as indicated on the CONTRACTOR's Insurance certificate; or
6.10.3 Employee's driver's license expiration date;
6.10.4 Two (2) years from the issuance of the badge.

6.11 The CONTRACTOR and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to the DOA Assistant General Manager, Facilities, and the DOA Security Manager, explaining the reason(s) for the badge extension on the CONTRACTOR's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.

6.12 The CONTRACTOR's questions concerning Airport Security shall be directed to (404) 530-6667.

7 **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.

7.1 **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. These drivers shall only operate vehicle on the approved NLVR's & Aprons, excluding the Aircraft Movement Area. Contractor shall contact Airport Operations, at (404)530-6620 during normal business hours to schedule the training session.

7.2 Except where noted, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS ($10,000,000.00).

7.3 The CONTRACTOR shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).

7.4 All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

8 **Protocols for the CONTRACTOR Escorting.** The CONTRACTOR must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. The CONTRACTOR must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. The CONTRACTOR may contact DOA Security Manager at (404) 530–6667 during normal operating hours. These requirements cover security escorting of unbadged personnel through airport security gates. The requirements for escorting onto the Aircraft Movement Area (AMA) and for crossing-guards on the airfield are included in the Technical Specifications.

8.1 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.

8.2 The CONTRACTOR and escorted personnel shall have no Terminal or Concourse access.

8.3 Escorting is limited to an Airport SIDA badged prime CONTRACTOR or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).

8.4 Escorting person(s) must have a SIDA badge.

8.5 Designated badged prime CONTRACTOR employees approved or badged escorting subcontractor must escort prime CONTRACTOR employees and subcontractors' employees to all work sites. Once at the work site, badged employees, prime or subcontractors', may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.

8.6 All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, The CONTRACTOR's name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.

8.7 Maximum vehicular escort—one (1) prime CONTRACTOR vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.

8.8 All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.

8.9 All escorted vehicles must obtain a permit, valid for up to ten (10) hours**,** at Gate 59. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.

8.10 In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.

9 Construction Contracts Within Sterile Area (Inside Terminal, Concourses)

9.1 Highest level of Security required.

9.2 All employees of prime CONTRACTOR and subcontractor, must be badged to work in the sterile area.

9.3 If escorting of unbadged the CONTRACTORs and or subcontractors is required, an approved sponsor agency (DOA, AATC, IAC, HACM, HCM, etc.) must perform escort full time.

9.4 For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime CONTRACTOR or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

10 **Restricted AOA Access.** The CONTRACTOR shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Exhibit D, Insurance and Bonding Capacity. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by Exhibit D for vehicles being escorted.

11 **Visual Aids**. In the event of the possibility of contact with the AOA or secured area, the CONTRACTOR shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City's approval prior to the start of any work under this Contract. The approved system of marking and delineating shall be installed, maintained and protected at all times.

12 **Tools and Materials.** The CONTRACTOR shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.

12.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the CONTRACTOR and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of the CONTRACTOR's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

12.2 All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of the CONTRACTOR's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

12.3 Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of the CONTRACTOR's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

12.4 All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

13 **Terminal/Curbside.** A maximum of two (2) CONTRACTOR vehicles <u>or</u> two (2) subcontractor vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department, and the DOA Security. In the event one (1) CONTRACTOR vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.

13.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

13.2 When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.

13.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.

13.4 For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.

14 **Staging Areas.** The CONTRACTOR's Construction staging area shall be identified on the plans.

15 **Federal Inspection Service Areas.** For any or all work conducted within Federal Inspection Service (FIS) areas, Contractor shall submit FIS Authorization requests to the **U.S. Customs Service (404) 765-2300.** The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.

15.1 The CONTRACTOR shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

16 **Security Checkpoints.** The CONTRACTOR and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, contractors will not be allowed to carry tools and construction materials through the passenger security screening points.

16.1 Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

Appendix 1 to Exhibit G

Components of a CONTRACTOR SIDA Site Specific Security Plan

General Notes

1. In general, the security plan needs to explain who, what, when, and how:

a. Who is performing the work or requiring access.

b. What work is being performed and what security requirements are being observed.

c. When the work is scheduled to commence and when it is scheduled to end.

d. How the CONTRACTOR plans to maintain compliance with the airport security program (to include site access, controlling tool inventory, identifying workers/employees, how escorting will be performed, etc.

2. The document is not considered Sensitive Security Information (SSI), however once a security plan is completed and populated with the necessary information, that plan is to be considered SSI and handled observing all SSI non-disclosure rules.

a. The submitted security plan is to be handled as SSI until that designation has been removed by Airport Security or Transportation Security Administration (TSA) or airport security.

3. The Security Plan requires 45-60 calendar days for review by the ENGINEER, Airport Security, and TSA as required.

Note: The review time could be a minimum of 20 days; however, for the purpose of the schedule the CONTRACTOR should anticipate the 60 day possibility.

4. The Security Plan must be approved prior to any construction work taking place. This is an Airport Security and federal regulation requirement with no exceptions.

5. If original dates submitted on the approved security plan change (time extension), an updated security plan will have to be submitted to the ENGINEER, Airport Security, and TSA (as appropriate for the project) for review and approval.

Plan Outline

1. Introduction

    a. Project Name
    b. Project WBS Number
    c. Contractor
    d. Contract Number
    e. Location of Work Site
    f. Project Duration (Start/End Dates)
    g. Purpose of Security Plan
    h. Scope of Project

2. Project Access Points
   How the CONTRACTOR will access the project worksite and how this access point will be protected (if required).

3. Haul Routes
   How the CONTRACTOR will bring the material and equipment to the site. The route will be as identified on the Plans

4. CONTRACTOR Staging Areas
   Speak to where the CONTRACTOR will stage the equipment for this project. The staging area will be as identified on the Plans or as directed by the ENGINEER and/or Construction Manager.

5. Gate Security

    a. If the CONTRACTOR is to use a construction gate (69 or 54) other than the normal gate 59, this needs to be mentioned in this section.
    b. Also mention if the regular guard staffing firm will be used to staff the respective gate.

6. Fencing/Barricades
   Identify if additional fencing will be needed, altered, removed, etc. for this project. Provide drawing, sketch, marked up document(s) showing the as-is condition and proposed alteration.

7. Vehicles
   Identification methods to be used to identify the CONTRACTOR vehicles.

8. Identification

    a. Explain how personnel on this project will be identified

b. Explain if the CONTRACTOR will need to secure ATL SIDA badges and how they will be obtained.
c. Explain if customs seals will be needed and how they will be obtained.

9. Escorting

a. Who is allowed to conduct escorts under this project
b. Primary escorting gate.
c. Specifically state that "no escorting will be allowed beyond 3 days. All those requiring escorting beyond 3 days will be required to apply for and obtain an ATL SIDA badge".
d. Pre-approval of escorting activity for each occurrence
e. Pre-approval of escorting personnel and/or companies by DOA Security.
f. Appropriate escorting ratio for vehicles (1:2)
g. Appropriate escorting ratio for personnel (1:5).
h. Specifically state that "contractors who have begun the badging process are no longer eligible for escorting".

10. Department of Aviation Procedures
Speak to any other specific DOA Security Rules that will be observed (can be pertinent/specific contract language or other).

11. Security Communication
Project Points of Contact – PM, CM, Safety Representative, Emergency, etc.

12. References
Any reference documents that should be referred to (typically a contract number or something to that affect).

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8690; PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

EXHIBIT "G", AIRPORT SECURITY PLAN REQUIREMENTS (NON-SIDA)

The CONTRACTOR is required to provide a Site Specific Security Plan. This Plan is part of the Contract Documents. The CONTRACTOR must, at all times, comply with all aspects of the approved Plan as well as ensure that all employees and subcontractors comply with the provisions of the Plan. This Plan is a "living document" and will be updated as needed. This Site specific security plan must be developed in accordance with the guidelines in Appendix 1 of this document.

The Site Specific Security Plan must be submitted in writing to the Engineer and approved prior to commencing Work at the Jobsite.

Costs for performing all Work necessary to provide a secure site must be incidental to the prices for other items of Work, and not priced separately.

5. **Airport Security Requirements**. The CONTRACTOR shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. The CONTRACTOR shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.

   The CONTRACTOR shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Contractor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner the CONTRACTOR's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

6. **Preventing Unauthorized Access**. The Airport has been secured to prevent unauthorized access to the Air Operations Area (Runways, Taxiways, and Ramps), the secured area, the

sterile area and other controlled areas of the Airport. The CONTRACTOR shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The CONTRACTOR shall control its operations and the operations of its subcontractors and all suppliers.

7. **Transportation Security Administration/Responsibility of the CONTRACTOR.** In order to comply with the TSA and DOA security requirements, the CONTRACTOR shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Contract. The security requirements from time to time may change as required by the TSA and/or DOA. The CONTRACTOR's questions concerning Airport Security shall be directed to (404) 530-6667.

8. **Security Identification Display Area (SIDA)**. The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the Air Operations Area (AOA) secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times. SIDA badges are not required at the Sheraton Civic Center due to the project being outside of the area requiring SIDA badges.

9. **Project Access Points.** The CONTRACTOR will protect the access points to the project worksite identified on the plans and secure all gates during non-activity periods.

10. **Failure to Protect Property.** The CONTRACTOR shall not be entitled to any extension of time or compensation on account of Contractor's failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by the CONTRACTOR.

Appendix 1 to Exhibit G

Components of a CONTRACTOR Site Specific Security Plan

General Notes

6. In general, the security plan needs to explain who, what, when, and how:

    a. Who is performing the work or requiring access.

    b. What work is being performed and what security requirements are being observed.

    c. When the work is scheduled to commence and when it is scheduled to end.

    d. How the CONTRACTOR plans to maintain compliance with the airport security program (to include site access, controlling tool inventory, identifying workers/employees, how escorting will be performed, etc.

7. The Security Plan requires 10 calendar days for review by the ENGINEER. If the project requires the Airport Security and Transportation Security Administration (TSA) review the CONTRACTOR must anticipate 45-60 day review period.

8. The Security Plan must be approved prior to any construction work taking place.

9. If original dates submitted on the approved security plan change (time extension), an updated security plan will have to be submitted to the ENGINEER, Airport Security, and TSA (as appropriate for the project) for review and approval.

Plan Outline

13. Introduction

a. Project Name
b. Project WBS Number
c. Contractor
d. Contract Number
e. Location of Work Site
f. Project Duration (Start/End Dates)
g. Purpose of Security Plan
h. Scope of Project

14. Project Access Points
How the CONTRACTOR will access the project worksite and how this access point will be protected (if required).
15. Haul Routes

How the CONTRACTOR will bring the material and equipment to the site. The route will be as identified on the Plans

16. CONTRACTOR Staging Areas
Speak to where the CONTRACTOR will stage the equipment for this project. The staging area will be as identified on the Plans or as directed by the ENGINEER and/or Construction Manager.

17. Gate Security (If required)

a. If the CONTRACTOR is to use a construction gate (69 or 54) other than the normal gate 59, this needs to be mentioned in this section.
b. Also mention if the regular guard staffing firm will be used to staff the respective gate.

18. Fencing/Barricades
Identify if additional fencing will be needed, altered, removed, etc. for this project

19. Vehicles
Identification methods to be used to identify the CONTRACTOR vehicles.

20. Identification
Explain how personnel on this project will be identified

21. Escorting (If required)

a. Who is allowed to conduct escorts under this project
b. Specifically state that "no escorting will be allowed beyond 3 days. All those requiring escorting beyond 3 days will be required to apply for and obtain an ATL SIDA badge".
c. Pre-approval of escorting activity for each occurrence
d. Appropriate escorting ratio for personnel (1:5).
e. Specifically state that "contractors who have begun the badging process are no longer eligible for escorting".

22. Security Communication
Project Points of Contact – PM, CM, Safety Representative, Emergency, etc.

23. References
Any reference documents that should be referred to (typically a contract number or something to that affect).

EXHIBIT H; SCHEDULE REQUIREMENTS

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8690; Permanent Solution to Sewer Force Main Break
EXHIBIT H - SCHEDULE REQUIREMENTS

1. General Requirements

1.1. The Work under this Contract shall be planned, scheduled, executed, reported and accomplished using the Precedence Diagramming Critical Path Method (hereinafter referred to as CPM), in workdays, unless otherwise specifically provided in the Contract Documents.

1.2. Contractor shall have within its employ or under contract, throughout the execution of the Work under its contract, such expertise in CPM scheduling and experience with the specified scheduling program so as to insure its effective and efficient performance under this section. Contractor shall submit the qualifications of the Project Scheduler for acceptance by the ENGINEER and comply with the requirements of this Exhibit.

1.3. The Project Schedule shall be computerized by the Contractor utilizing the latest version of Oracle Primavera P6, hereinafter referred to as Primavera. It is expected that the Contractor shall have sufficient capabilities to perform this Work. Any and all costs incurred by the Contractor in researching and/or educating its personnel in CPM or Primavera are to be borne by the Contractor and will not be reimbursed by the CITY.

1.4. The primary objectives of the requirements of this section are: (a) to insure adequate planning and execution of the Work by Contractor; (b) to assist ENGINEER in evaluating progress of the Work; (c) to provide for optimum coordination by Contractor of its trades, Subcontractors, and Suppliers, and of its Work with the work or services provided by any separate CONTRACTORS; (d) to permit the timely prediction or detection of events or occurrences which may affect the timely prosecution of the Work; (e) to provide a mechanism or tool for use by the ENGINEER, and Contractor in determining and monitoring any actions of the Contractor which may be required in order to comply with the requirements of the Contract Documents relating to the completion of the various portions of the Work by the Contract Time specified in the Contract Documents.

1.5. Contractor is responsible for determining the sequence of activities, the time estimates for the detailed construction activities and the means, methods, techniques and procedures to be employed. The Project Schedule shall represent the Contractor's best judgment of how it will prosecute the Work in compliance with the Contract requirements. Contractor shall ensure that the Project Schedule is current and accurate and is properly and timely monitored, updated and revised as Project conditions may require and as required by the Contract Documents.

1.6. Contractor shall provide the basic data relating to activities, durations, Specified Contract milestones, and sequences to ENGINEER as part of Contractor's Draft Baseline Schedule and Finial Baseline Schedule submittal, discussed later in this Exhibit. This data shall reflect the Contractor's actual plan for the Project, and shall fully comply with all requirements of the Contract Documents and this Exhibit.

1.7. Subject to ENGINEER’s review and approval, Contractor shall determine when, where, and how it will interface with others performing work, for the CITY, in the same area and to

coordinate its activities with all parties including the Owner, Consultants, Suppliers and other CONTRACTORS.

1.8. Contractor shall include in the Project Schedule all interface points with others. These points shall be in the form of Start Milestones for deliverables due to the Contractor from others and as Finish Milestones for deliverables that Contractor must supply to others.

1.9. Should Contractor intend or plan to complete the Work, or any portion thereof, earlier than any applicable Specified Milestone Date or the Contract Time, Contractor shall give timely and reasonable Notice of this fact to ENGINEER. The CITY shall have the sole discretion to agree to or reject such early completion plan by Contractor. Schedule improvement is always encouraged whenever possible. However, since interface with other parties performing work at Hartsfield-Jackson Atlanta International Airport (HJAIA) is necessary, the CITY and its representatives shall have no duty or obligation to agree to, or to cooperate with Contractor regarding any early completion plan or proposal by Contractor and shall not be liable for any damages of Contractor because of the rejection by the CITY of said plan.

1.10.

2. Schedule Development, Submittal and Approval

2.1. Development of the Project Schedule is a multi-step process with each step requiring defined information and input of project team members. The development process includes the Preliminary Schedule, Schedule Orientation Session, Draft Schedule, and Final Schedule.

2.2. **Preliminary Schedule**: Contractor shall submit at the pre-construction meeting, a Project Schedule indicating detailed activities for the first ninety-days (90) of the Project and including general activities for the remaining operations. This Preliminary Schedule shall be a CPM Network displayed in the time scaled bar chart format showing, as a minimum, the following information: (a) Activity identification number of the task or event; (b) description of the task or event (c) duration of the task or event (d) earliest start and finish dates for the task or event (e) latest start and finish dates for the task or event; (f) Contract Milestones; (g) milestones for interface points with others.

2.3. Upon receipt by Contractor of the Notice to Proceed and until the Final Baseline Schedule is reviewed and accepted by the ENGINEER, Contractor shall proceed with its Work in accordance with the accepted Proposal Schedule which was submitted at the pre-construction meeting.

2.4. Contractor shall, within seven (7) calendar days of the Notice to Proceed submit a Primavera generated electronic back-up of the Preliminary Schedule on electronic media acceptable to the ENGINEER. This schedule shall be resourced and cost loaded.

2.5. **Schedule Orientation Session**: Contractor shall, upon notification from the ENGINEER, attend a Schedule Orientation Session relating to the Schedules and Reports requirements for this Project. The Schedule Orientation Session is designed to review in detail, the objectives of the Schedules and Reports requirements. Contractor shall arrange for its Project Manager, Superintendent, and Project Scheduler to attend the schedule orientation

session. The following items will be discussed during the orientation session: (a) The procedures and requirements for the preparation of the Resource and Cost Loaded Project Schedule; (b) how the requirements of the Contract Documents will be monitored and enforced by the ENGINEER (c) long-lead items and time requirements for the Work by Subcontractors will be identified and included in the schedule.

2.6. The ENGINEER will provide the format for the Project Schedule electronically at the Schedule Orientation Session, if required. Calendars, Activity Codes, and Work Breakdown Structure (WBS) dictionaries, tabular reports, graphic reports contained in the template may not be modified without the consent of the ENGINEER. The ENGINEER will also provide samples of schedule reports. The ENGINEER also reserves the right to request additional reports, change calendars and/or coding throughout the duration of the project at no additional cost to the CITY.

2.7. **Draft Baseline Schedule**: Within forty-five (45) calendar days of the Schedule Orientation Session the Contractor shall complete and submit a draft of its Project Schedule (Draft Baseline Schedule).

2.8. The Draft Baseline Schedule shall represent the Contractor's best judgment and intended plan for completion of the Work in compliance with Contract Milestone Dates in the Contract Documents. The Contract Milestone Dates shall be included in the Draft Baseline Schedule as zero duration finish milestones. The Draft Baseline Schedule shall take into account all foreseeable activities to be accomplished by any separate Contractor, interface dates with utility owners, CITY's operations and others. The Draft Baseline Schedule shall anticipate all necessary manpower, by craft, and resources to accomplish the activities within the durations set forth in the schedule.

2.9. The ENGINEER shall have the right to require the Contractor to modify any Contractor data or any portion of the Contractor's Draft Baseline Schedule as herein required, with Contractor bearing the expense thereof, which the ENGINEER reasonably determines to be: (a) impracticable, (b) based upon erroneous calculations or estimates, (c) unreasonable, (d) required in order to ensure proper coordination by Contractor of the Work of its Subcontractors and with the work or services being provided by any separate CONTRACTORS, (e) necessary to avoid undue interference with the CITY's operations or those of any utility owners or adjoining property owners, (f) necessary to ensure completion of the Work by the Contract Milestone Dates set forth in the Contract Documents, (g) required in order for Contractor to comply with the requirements hereof or any other requirements of the Contract Documents or this Exhibit, (h) not in accordance with the Contractor's actual operations, unless the revision or modification will change the original scope of Work.

2.10. Along with the Draft Baseline Schedule submittal, Contractor shall submit to the ENGINEER a Schedule of Values for review and acceptance.

2.11. **Final Baseline Schedule:** No later than fourteen (14) calendar days after the Draft Baseline Schedule is returned with comments to the Contractor, by the ENGINEER, the Contractor shall complete and submit the Final Baseline Schedule to the ENGINEER, for acceptance.

2.12. Upon review of the Final Baseline Schedule by the ENGINEER, the Contractor will be notified in writing as to acceptance, reasons for rejection, or any revisions required.

2.13. The accepted Final Baseline Schedule will be "frozen" and shall become the **"Project Schedule"** for the Work and shall be used to monitor and record progress and evaluate revisions. This Final Baseline Schedule shall be established as the target schedule for the Contract and shall not be changed, altered or revised. A copy of the accepted Final Baseline Schedule shall be used to establish progress reporting in accordance with Section 5.5 of this Exhibit. The CITY will not recognize or accept any other schedule**.**

2.14. Contractor shall include, as part of the Final Baseline Schedule submittal to the ENGINEER, a narrative report indicating anticipated allocation by Contractor of the following resources and work shifts for each activity which it proposes to be utilized on the Project, (a) Labor resources, (b) Equipment resources, and (c) Whether it proposes the Work to be performed on single, double or triple shifts, and whether it is to be done on a 5, 6, or 7-day work week basis. The ENGINEER may provide a template for the narrative if necessary.

2.15. For any sequence of work requiring the closure of designated areas in the Aircraft Movement Area, the CONTRACTOR shall be required to submit a detailed hourly baseline schedule in addition to the Final Baseline Schedule which further details specific activities in the affected areas. This hourly schedule shall conform to all other requirements specified in this exhibit and must be reviewed and accepted by the ENGINEER prior to commencement of the work. The hourly schedule shall be submitted ten (10) working days prior to the pre-activity meeting held for the specific closure.

3. Cost and Resource Loading

3.1. With each Schedule submittal, each weekly/monthly update, and each revision, the Contractor shall also submit a Project Resource Profile and Schedule of Cost Loading and Cash Flow, generated in Primavera, to the ENGINEER. There shall be a strict correlation between the sum of individual activity costs and the total values indicated for bid items. That is, each individual activity within the Project Schedule shall employ a code which, in summary, attaches its cost, if any, to the appropriate bid items. The sum of activity costs within a specific code, then, shall equal the cost of its corresponding bid items and approved Revisions and Change Orders.

3.2. The dollar value for the activity shall be the cost of the work, including labor and materials. General Conditions and site overheads shall be loaded on activities specifically included for this purpose. Stored materials, for which the Contractor will bill, shall be loaded on zero duration finish milestones called out as material delivery activities. The sum of all activity costs shall equal the total contract sum. The Contractor shall revise the Resource Profile and/or Schedule of Cost Loading and Cash Flow as necessary to gain the acceptance of the ENGINEER.

3.3. The Resource Profile and Cost Loading shall represent a fair, reasonable and equitable dollar (cost) allocation for activities on all Schedule submittals. The Resource Profile and Cost Loading in coordination with the monthly updated Schedule shall be used as a basis for the Contractor's application for payment. No construction installation activity or design activity on the Schedule shall exceed a value of $250,000 unless approved by the ENGINEER.

4. Schedule Content and Format

4.1. As discussed in paragraph 2.6 of this Exhibit the ENGINEER will provide the format, for the Project Schedule, if required, electronically at the Schedule Orientation Session. Calendars, Activity Codes, and Work Breakdown Structure (WBS) dictionaries contained in the template may not be modified without the consent of the ENGINEER.

4.2. Except for non-construction activities such as, procurement, delivery, or submittal development, Contractor shall differentiate activities of the schedule so that no single activity shown has a duration longer than fifteen (15) working days, unless the ENGINEER, in its sole discretion, shall approve a longer duration for certain activities.

4.3. The Draft Baseline Schedule and Final Baseline Schedule submittals shall consist of two (2) Primavera generated bar charts, representing all activities which are part of the Contractor's plan on 11" x 17" paper, in color, and a Primavera generated backup, XER file, of the schedule on electronic media acceptable to the ENGINEER.

4.4. The Draft Baseline Schedule and Final Baseline Schedule submittals must contain or be able to demonstrate that the following items have been addressed: (a) Project name; (b) Contractor name; (c) Revision or edition number; (d) activities of completed Work ready for use by next trade, CITY, etc.; (e) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separated from that being done by the Contractor directly; (f) different categories of Work as distinguished by craft or crew requirements; (g) different categories of Work as distinguished by equipment requirements; (h) different categories of Work as distinguished by materials; (i) distinct and identifiable subdivisions of Work such as structural slabs, beams, columns; (j) locations of Work within the Project that necessitates different times or crews to perform; (k) outage schedules for existing utility services that will be interrupted during the performance of the Work; (l) acquisition and installation of equipment and materials supplied and/or installed by CITY or separate CONTRACTORS; (m) material to be stored on site; and (n) Contract Milestone Dates, and (o) detailed breakdown of activities by discipline.

4.5. For all major equipment and materials to be fabricated or supplied for the Project, the Final Baseline Schedule shall show a sequence of activities including, (a) preparation of shop drawings and sample submissions, (b) a minimum of ten (10) working days for review of shop drawings and samples or such time as specified in the Contract Documents, (c) shop fabrication, delivery and storage per the contract documents, (d) erection; and, (e) testing of equipment and materials.

4.6. The Final Baseline Schedule shall include late completion dates for the Work that is no later than the required Contract Milestone Dates. The bar chart submittal shall be drawn based upon the early start dates of activities shown on the graphic.

4.7. Contractor shall develop and assign a Responsibility Code for each activity corresponding to Contractor or Subcontractor responsible for the work.

4.8. Contractor shall identify the activities, which constitute the controlling operations or critical path. No more than 10 % of the activities shall be critical. Critical is defined as total float less than one (1) working day.

4.9. All activity durations shall be given in working days.

5. Updating of Project Schedule/Progress Reports

5.1. At least once a month, the Contractor shall arrange for its Project Manager, and Superintendent to meet at the Project site with the ENGINEER to review Contractor's updated Project Schedule, prepared by Contractor. Said update shall show up-to-date and accurate progress data and shall be based upon Contractor's best judgment; and said update shall be prepared by Contractor in consultation with all principal Subcontractors and Suppliers. The Contractor shall also submit with the each update an electronic copy, XER file, of the updated Project Schedule.

5.2. Contractor shall adjust the data date ("as of date") to reflect the current update period as required by the ENGINEER. The required monthly data date shall be the last Friday of every month. This shall also be consistent with the cutoff for the application for payment.

5.3. The updated Project Schedule shall show activity actual commencement and completion dates, remaining duration in workdays, and physical percent complete for those activities commenced and not complete. The Project Schedule shall also show a graphic comparison of the current status & baseline plan for each activity in the network.

5.4. **Monthly Progress Report:** Contractor shall submit, with the Monthly Application for Payment, a narrative report which shall include, but not be limited to, a description of problem areas, current and anticipated delaying factors and their impact, explanations of corrective actions taken or planned, any newly planned activities or changes in sequence, and proposed logic for a Recovery Schedule, if required, as further described herein. The report shall also include: (a) The updated Project Schedule updated as of the last Friday of the month; (b) A narrative describing actual Work accomplished during the reporting period; (c) A list of major construction equipment used on the Project during the reporting period and any construction equipment idle during the reporting period; (d) The total number of men by craft actually engaged in the Work during the reporting period, with such total stated separately as to office, supervisory, and field personnel; (e) A manpower and equipment forecast for the succeeding thirty (30) days, stating the total number of men by craft, and separately stating such total as to office, supervisory and field personnel; (f) A list of Contractor-supplied materials and equipment, indicating current availability and anticipated jobsite delivery dates; (g) Changes or additions to Contractor's supervisory personnel since the preceding progress report; (h) Value of Work in place to date (i) Value of Work in place since last report; and (j) Value of uncompleted Work.

5.4.1. The Contractor will provide initial computer reports and Monthly Progress Reports thereafter, in accordance with the Contract Document, and including as a minimum, the following:

5.5. **Schedule Reports:** The monthly Schedule Update Reports will contain the following minimum information for each activity: (a) Activity identification number, description and estimated original duration in workdays; (b) Calculated early and late finish dates; (c) Actual start and actual finish dates, and remaining duration, in workdays, for those activities started and not completed; (d) Days ahead and/or behind schedule of the milestones representing the Specified Milestone Dates. (e) Physical percent complete for each activity. (f) A float analysis of the longest path through the schedule detailing potential delays and

areas for acceleration. Actual start and finish dates shall be indicated for each activity as appropriate. Completed activities will be omitted from remaining Float and Late Start Sorts.

5.6. **Application for Payment:** Contractor understands and agrees that the submission and acceptance of progress updates and the receipt of progress reports are an integral part and basic element of the Applications for Payment. The "accepted updated" Project Schedule, including the Schedule of Values, shall be required for each Application for Payment. However, 1 (one) initial provisional progress payment may be payable at the sole discretion of the ENGINEER if it determines the Contractor is complying with the requirements of this Exhibit during the development of the Project Schedule. However, no more than one (1) Application for Payment will be approved until all of the requirements of this Scheduling and Reports Section have been met.

6. Recovery Schedule

6.1. Should the updated Project Schedule, at any time during Contractor's performance, show, in the sole opinion of the ENGINEER that the Contractor is 5% (Based on Phase or Project Total Float) or fourteen (14) or more calendar days behind schedule for any Contract Milestone Date, or should Contractor be required to undertake actions under Section 7.0 hereof, the Contractor shall prepare a Recovery Schedule at no additional cost to the CITY (unless the Owner is solely responsible for the event or occurrence which has caused the schedule slippage) explaining and displaying how Contractor intends to reschedule its Work in order to regain compliance with the Baseline Resource and Cost Loaded Design/Construction Schedule during the immediate subsequent pay period.

6.2. If the Contractor believes that all of the time can be recovered during the subsequent pay period the Contractor will be permitted to prepare a Recovery Schedule as set forth below. However, if the Contractor believes it will take more than thirty (30) calendar days to recover all of the lost time, it shall prepare and submit a request for revision to the "Baseline" Project Schedule and comply with all of the requirements of a Schedule Revision as set forth in this Exhibit.

6.2.1. The Contractor shall prepare and submit to the Owner's Representative a one-month maximum duration Recovery Schedule, incorporating the best available information from Subcontractors and others which will permit a return to the original accepted "Baseline Project Schedule" at the earliest possible time. The Contractor shall prepare a Recovery Schedule to same level of detail as the originally accepted "Baseline Project Schedule for a maximum duration of one month. This Recovery Schedule shall be prepared in coordination with other separate Contractors on the Project and shall not alter Contractor Milestone Dates.

6.2.2. Within two (2) working days after submission of Recovery Schedule to the ENGINEER, the Contractor shall participate in a conference with the ENGINEER to review and evaluate the Recovery Schedule. Within two (2) working days of conference, the Contractor shall submit the revisions necessitated by the review for the ENGINEER's review and acceptance. The Contractor shall use the approved Recovery Schedule as its plan for returning to the original accepted "Baseline Project Schedule".

6.2.3. During the period of time that the Recovery Schedule is in force, the Contractor shall prepare and submit to the ENGINEER weekly updates and shall confer continuously with

the ENGINEER to assess the effectiveness of the Recovery Schedule. As a result of this conference, the ENGINEER will direct the Contractor as follows:

6.3. If the ENGINEER determines the Contractor is still behind schedule, the ENGINEER will direct the Contractor to prepare a Schedule Revision and comply with all of the requirements of a Schedule Revision as stated herein and the other requirements of the Contract Documents; provided, however, that nothing herein shall limit in any way the rights and remedies of the CITY as provided elsewhere in the Contract Documents; or

6.4. If the ENGINEER determines the Contractor has successfully complied with provisions of the Recovery Schedule, the ENGINEER will direct the Contractor to return to the use of the approved Resource and Cost Loaded Design/Construction Schedule.

7. Time Impacts Evaluation for Change Orders, and Other Delays

7.1. When the Contractor is directed to proceed with changed work, the Contractor shall prepare and submit, a Time Impact Evaluation (TIE), within ten (10) workdays, which includes both a written narrative and a schedule diagram depicting how the changed work affects other schedule activities. The schedule diagram shall show how the Contractor proposes to incorporate the changed work in the schedule, and how it impacts the current schedule update critical path. The Contractor is also responsible for requesting time extensions based on the TIE's impact on the critical path. The diagram must be tied to the main sequence of schedule activities to enable the ENGINEER to evaluate the impact of changed work to the scheduled critical path. Contractor shall be required to comply with the requirements of this Paragraph for all types of delays.

7.2. The Contractor shall be responsible for all costs associated with the preparation of Time Impact Evaluations, and the process of incorporating them into the current schedule update. The Contractor shall provide the ENGINEER with four (4) copies of each TIE.

7.3. Once agreement has been reached on a TIE, the Contract Times will be adjusted accordingly. If agreement is not reached on a TIE, the Contract Times may be extended in an amount the ENGINEER allows, and the Contractor may submit a claim for additional time.

8. Time Extensions

8.1. The Contractor is responsible for requesting time extensions for time impacts that, in the opinion of the Contractor, impact the critical path of the current schedule update. Notice of time impacts shall be given, in writing, within ten (10) workdays, of the occurrence of the event and in accord with the requirements of this Exhibit.

8.2. Where an event, for which the CITY is responsible, impacts the Contractual Substantial Completion date, the Contractor shall submit a written mitigation plan, including a schedule diagram, which explains how (e.g., increase crew size, overtime, etc.) the impact can be mitigated. The Contractor shall also include a detailed cost breakdown of the labor, equipment and material the Contractor would expend to mitigate the CITY caused time impact. The Contractor is responsible for the cost of preparing the mitigation plan.

8.3. Failure to request time, provide TIE, or provide the required mitigation plan within the required ten (10) workdays, will result in Contractor waiving its right to a time extension and cost to mitigate the delay.

8.4. No time will be granted under this Contract for cumulative effect of changes.

8.5. The CITY will not be obligated to consider any time extension request unless requirements of this Exhibit are complied with.

8.6. Failure of the Contractor to perform in accordance with the current schedule update shall not be excused by submittal of time extension requests.

9. Schedule Revisions

9.1. Schedule Revisions, as defined herein, shall refer to modifications made to activities in the Accepted Baseline Project Schedule in any of the following items: (a) Activity Original Duration; (b) changes in logical connections between activities; (c) changes in imposed constraints; (e) changes to activity descriptions.

9.2. Should Contractor desire to or be otherwise required under the Contract Documents to make modifications or changes in its method of operation, its sequence of Work, or the durations of the activities in its Resource and Cost Loaded Design/Construction Schedule, it shall do so in accordance with the requirements of this Scheduling and Reports Section and the Contract Documents. Revisions to the initial accepted Baseline Resource and Cost Loaded Design/Construction Schedule must be accepted in writing by the ENGINEER.

9.3. Contractor shall submit requests for revisions to the Project Schedule to the ENGINEER, together with written rationale for revisions and description of logic for rescheduling work and maintaining the Contract Milestone Dates listed in the Contract Documents. Proposed revisions acceptable to the ENGINEER will be incorporated into the next update of the Baseline Project Schedule.

9.4. Changes in activity description(s) may be done for clarification purpose only. If the proposed description change affects the Scope of Work covered by the activity, Contractor shall obtain approval of the ENGINEER before incorporating into schedule.

9.5. Contractor shall be solely responsible for expediting the delivery of all materials and equipment to be furnished by him so that the progress of construction shall be maintained according to the currently approved Project Schedule for the Work. Contractor shall notify the ENGINEER in writing, within ten (10) calendar days of the occurrence, whenever Contractor determines or anticipates that the delivery date of any material or equipment to be furnished by Contractor will be later than the delivery date indicated by the Project Schedule.

10. Float Time

10.1. Float or slack time, as calculated by Primavera using retained logic, associated with one chain of activities is defined as amount of time between earliest start date and latest start date or between earliest finish date and latest finish date for such activities, as calculated as part of the Project Schedule. Float or slack time shown on the Project Schedule is not for

exclusive use or benefit of either the CITY or the Contractor and is available for use by either according to whichever first needs the use or benefit of the float to facilitate the effective use of available resources and to minimize the impact of Project problems, delays or Changes in the Work which may arise during performance. Contractor specifically agrees that float time may be used by the CITY in conjunction with their review activities or to resolve Project problems. Contractor agrees that there will be no basis for any modification of the Contract Milestone Dates or an extension of the Contract Time, or a claim for additional compensation as a result of any Project problem, Change Order or delay which only results in the loss of available positive float on the Project Schedule.

10.2. Float time shown on the Project Schedule shall not be used arbitrarily by Contractor in a manner which, in the opinion of the ENGINEER, unnecessarily delays separate Contractors from proceeding with their work in a way which is detrimental to the interests of the CITY. If Contractor refuses to perform Work which is available and necessary to be performed in order not to delay any separate Contractors, the CITY may, regardless of the float shown on the Project Schedule to be available for the path of activities which encompasses said Work, terminate the Contractor for default.

11. Adverse Weather Delays

11.1. Contract time extensions for weather are based on the National Oceanic and Atmospheric Administration (NOAA) data for the project location. Delays will only be considered for such delays which impact activities on the critical path of the contract as defined by the schedule currently accepted by the ENGINEER at the time of the delay. Such time extensions, if approved by the ENGINEER, will be non-compensable. Weather delays may consist of days lost to adverse weather conditions, days lost to dry out of exposed soil, and or days lost to site clean-up due to adverse weather.

11.2. The following table below lists the typical number of work days lost to weather per month on critical path activities for this Contract. Working days lost due to weather in a given month in excess of those listed for that month, will be considered for a time extension. Days are not cumulative from month to month. Such time extension must be requested by the Contractor.

Month	# of Days
January	8
February	7
March	7
April	4
May	4
June	4
July	4
August	4
September	4
October	4
November	8

12. Default

12.1. Failure of the Contractor to substantially comply with the requirements of this Exhibit shall constitute a default by Contractor of its obligations under this Contract sufficient for termination of Contractor.

EXHIBIT I; QUALITY CONTROL PROGRAM

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

FC-8690; PERMANENT SOLUTION TO SEWER FORCE MAIN BREAK

EXHIBIT "I", QUALITY CONTROL PLAN REQUIREMENTS

The CONTRACTOR is required to provide a Project Quality Control Plan specific to this project. This Plan is part of the Contract Documents. The CONTRACTOR must, at all times, comply with all aspects of the approved Plan as well as ensure that all employees and subcontractors comply with the provisions of the Plan. This Site specific security plan must be developed in accordance with the guidelines in Appendix 1 of this document.

The Project Specific Quality Control Plan must be submitted in writing to the ENGINEER and approved prior to commencing Work on the Project.

Costs for performing all Work necessary to provide a quality product must be incidental to the prices for other items of Work, and not priced separately.

QUALITY CONTROL PLAN APPROACH

The purpose of the Project Quality Control Plan is to ensure all project work and services are performed with the highest quality per the Contract documents, as well as to provide guidance and measures to ensure that all work is completed in the safest of manners. It is important that project authority and practices are clearly defined and that the practices and quality control methods are implemented consistently. It shall be the responsibility of the CONTRACTOR to provide well trained and competent personnel to perform the QC/QA functions as outlined in the Project Quality Control Plan.

The quality control plan is intended to identify project controls/authority, general procedures such as document/data control and activity-specific controls and verification procedures for all project quality functions. The quality control plan is to be implemented to ensure initial and remedial construction procedures are performed in compliance with the plans and specifications under the contract. The plan is to provide a means to maintain effective quality control at the project site as outlined in the Task Order. The quality control measures as presented in the CONTRACTOR's plan are to include quality control organization and staffing; methods of performing, documenting and enforcing quality control operations of both the CONTRACTOR and its subcontractors (including inspection and testing); inspections to be performed; and protocol describing corrective actions. The quality control plan is meant to be a "living document" and will be amended and updated in keeping with all current local laws and ordinances, individual task orders and other areas where quality is being tailored for consistency to the project requirements.

GENERAL PLAN REQUIREMENTS

1. The Quality Control Plan is to be developed to a level commensurate with the level of complexity of the project.

2. The Plan shall cover controls instituted to assure the quality of the Work and the documenting of quality activities, inspections and testing requirements, materials certification and testing submittals, procedural direction and specific technical instructions.

3. The Plan shall address such items as documentation, QC/QA staff, and proposed recovery methodology for non-compliance.

General Quality Control/Quality Assurance Requirements

4. All project Quality Control functions will be performed in accordance with the CONTRACTOR Project Quality Control Plan which shall conform to the provisions of the Contract Document.

5. The CONTRACTOR shall supervise the Work of its Subcontractors providing instructions to each when their Work does not conform to the requirements of the Contract Documents, and it shall ensure that corrections are made in a timely manner so as to not affect the efficient progress of the Work.

6. Any commissioning will be provided by the Owner. The Contractor shall coordinate, cooperate, and accommodate the Owner's Commissioning Agent's activities and provide all required documents requested by the Commissioning Agent.

7. The CONTRACTOR shall manage the Quality control for their scope of work per the drawings and specifications as identified in the contract documentation.

8. All required site third party inspections shall be scheduled with adequate notice to the ENGINEER and Construction Manager.

9. Should disagreement occur between the Contractor and the ENGINEER over acceptability of the Work and conformance with the requirements of the Contract Documents, the Owner shall be the final judge of such performance and acceptability.

10. The Project Quality Control Plan shall be updated as necessary during this Task Order to reflect any changes in the plan.

11. The Project Quality Control Plan shall provide for the issuance of a "stop work" order by the Contractor or Engineer at any time during the Work when significant adverse quality trends and/or deviations from the approved Quality Control Plan are found.

12. The CONTRACTOR shall accommodate and cooperate with any inspections and testing by the OWNER.

13. If applicable, the project schedule shall incorporate major quality functions and assign time as required.

Appendix 1 to Exhibit I

Components of a CONTRACTOR Project Specific Quality Control Plan

QUALITY CONTROL PLAN STRUCTURE

The quality control plan is to be organized with the following sections:

1. Introduction

2. Project Scope

3. Project Organization and Authority

   The roles and responsibilities of the key personnel of the project are to be identified and defined. The person(s) having overall management of the Project Quality Control Plan and their supporting staff are to be identified.

4. Project Quality Assurance and Quality Control

   This section includes quality assurance and quality controls implemented for the contract. As a minimum the following shall be identified and defined:

   a. Communications Plan to define the flow and distribution of correspondence
   b. Procurement Plan
   c. QC/QA Plan
   d. Submittals
      1. Specification number
      2. Item description
      3. Description of submittal
      4. Specification paragraph requiring submittal

    5. Scheduled date of submittal
  e. Material Verification
  f. Inspection Activities with schedule “hold points” clearly indicated (if required).
  g. Testing Plan
  h. Recovery Plan
  i. Non-Conformances Procedures

5. Documentation and Recordkeeping

   This section shall include the Specific quality control records that the CONTRACTOR will provide to the ENGINEER

   a. Daily Inspection Records
   b. Request for Information
   c. Test Reports
   d. Non-Compliance
   e. Corrective Action
   f. As Builts
   g. O&M Manuals
   h. Warranties
   i. Meeting Minutes

6. Review and Evaluation

EXHIBIT J; AUTHORZING LEGISLATION

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE (OCC)

CITY OF ATLANTA

Kasim Reed
Mayor

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

January 21, 2016

RE: Project No.: FC-8690, Permanent Solution to Sewer Force Main Break

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for SBE participation for this project and the SBO program reminders listed on page 6.

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

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

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CITY OF ATLANTA

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CITY OF ATLANTA

SMALL BUSINESS OPPORTUNITY PROGRAM

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis size as it relates to revenue and number of employees. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed its' various diversity inclusion programs. The purpose of the Small Business Opportunity Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta, to promote commerce by assisting Small Business Enterprises (SBEs) to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources.

It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of these program is to mitigate the present and ongoing effects of the past and present discrimination against women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including firms that are Small Business Enterprises themselves must comply with the City of Atlanta's SBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of SBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for small businesses to compete for business as subcontractors and/or suppliers. A Bidder is eligible to be further considered for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the SBE goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises) to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* SBE certification number and supplier id number as applicable.

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (both small and non-small business enterprises), the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* SBE certification number and supplier id number as applicable.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1372 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit SBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified SBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit SBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business, certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an SBE, the SBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an SBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified SBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The office of contract compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of SBO Process

Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Small Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determination of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448 must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of SBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific SBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific SBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder’s invoices for progress payments, increase the amount of the successful bidder’s retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

Implementation of EEO Policy

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

Monitoring of EEO Policy

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

Joint Venture Participation on City of Atlanta Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize COA certified small business enterprises (SBEs) on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member proponents must have at least one SBE firm on the JV team at the Prime level. The small business enterprise member(s) of the joint venture on projects on which a joint venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the SBE certification number of each SBE joint venture member. **OCC has made the determination non-discriminatory outreach efforts to enter into a joint venture are required for this solicitation.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (SBO-1)

A joint venture may submit its agreement to the Office of Contract Compliance for a complimentary pre-approval review no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, executed agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.

Small Business Opportunity Program SBE Goals for this Project

Project No.: FC-8690, Permanent Solution to Sewer Force Main Break

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta's SBO/SBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **FC-8690, Permanent Solution to Sewer Force Main Break** project throughout the life of the contract. (See Page 6)

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage small business enterprise subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The dominant NAICS code and trade to be engaged for the above referenced solicitation is:

237990 - Sewer Pipe Rehabilitation

The SBE goals for the trade categories listed in this project are:

35.0% SBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are detailed on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Certification. It is the prime contractor's responsibility to verify that all SBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.

2. Joint Venture Agreements. The Joint Venture member proponents must have at least one SBE firm on the JV team at the Prime level. SBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the SBE certification number of each SBE Joint Venture member

3. Reporting. The successful bidder must submit monthly SBO program participation reports to the Office of Contract Compliance.

4. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

5. SBO/SBO Ordinance. The SBO Program is governed by the provisions of the SBO/SBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 -1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

6. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

7. OCC Registry of Certified Firms. To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: https://pro.prismcompliance.com/default.aspx. Next, click the drop down arrow under "Visit a Jurisdiction", select "City of Atlanta", and click "go!" Once there, you may search by Industry or Certification to obtain your desired results. You may also go to the website: www.atlantaga.gov/contractcompliance and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms SBO-2 and SBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_____
Signature of Attesting Party

_____
Title of Attesting Party

On this _____ day of _____, 20___, before me appeared _____, the person who signed the above covenant in my presence.

_____
Notary Public

Seal

FORM SBO-1

SUBCONTRACTOR CONTACT FORM

List ***all subcontractors or suppliers*** (SBE and Non-SBE Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/ Supplier	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise

Company Name: _____ **Project Name:** _____ **FC#:** _____

Printed Signature: _____ **Date:** _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, SBE Certified, and Non-SBE Certified subcontractors/suppliers, including lower tiers, to be used on this project.

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

Total SBE%_____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise,
APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Company Name: _____ **Project Name:** _____ **FC#:** _____

Proponent's Contact Number:_____ **Printed Signature:**_____ **Date:** _____

SBO-3

LETTER OF INTENT

Small Business Enterprise

Proponent Name:_____

Address:_____

City:_____ State:_____ Zip:_____

SBE Firm: ACDBE Firm:_____

Address:_____

City:_____ State:_____ Zip:_____

SBE Contact Person: Name:_____ Phone: (___)_____

Expiration Date of SBE Certification:_____

SBE is performing as: ☐Prime Contractor ☐Sub contractor ☐Joint Venture Member

Work item(s) to be performed by SBE	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL SBE			

The bidder/offeror is committed to utilizing the above-named SBE firm for the work described above. The estimated participation is as follows:

SBE contract amount: $_____ Percent of total contract:_____%

AFFIRMATION:
The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) *(Title)*

_____
(signature) *(date)*

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

(THIS PAGE SHALL BE SUBMITTED FOR EACH SBE FIRM)

LETTER OF INTENT

Small Business Enterprise

Proponent Name:_____

Address:_____

City:_____ State:_____ Zip:_____

SBE Firm: ACDBE Firm:_____

Address:_____

City:_____ State:_____ Zip:_____

SBE Contact Person: Name:_____ Phone: (____)_____

Expiration Date of SBE Certification:_____

SBE is performing as: ☐Prime Contractor ☐Sub contractor ☐Joint Venture Member

Work item(s) to be performed by SBE	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL SBE			

The bidder/offeror is committed to utilizing the above-named SBE firm for the work described above. The estimated participation is as follows:

SBE contract amount: $_____ Percent of total contract:_____%

AFFIRMATION:
The above-named SBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Print name) *(Title)*

_____
(signature) *(date)*

*** In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

First Source Jobs Program Policy Statement

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to **construction projects only** and is subject to review by AWDA on a case by case basis for applicability. Once AWDA has made the determination that the First Source Jobs Program is applicable, the successful prime contractor (and all subcontractors associated with the awarded project) is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

Michael Sterling
Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3000

FIRST SOURCE JOBS INFORMATION FORM

Company Name: _____

FC Number: _____

Project Name: _____

The following entry-level positions will become available as a result of the above referenced contract with the City of Atlanta:

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone: _____

FORM 4

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

_____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.

    - The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.

    - The contractor shall make good faith effort to reach the goal of this employment agreement.

    - Details as to the number and description of each entry level job must me provided with the bid.

    - The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.

    - The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.

- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance

- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.

- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____

Contractor

FORM 5

THE END OF DOCUMENT