ATLANTA AIRLINES TERMINAL CORPORATION

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

September 3, 2014

Re: Invitation to Bid for the Vertical Transportation Phase III - Elevator Modernizations Project

The Atlanta Airlines Terminal Corporation (AATC) is issuing an Invitation to Bid (ITB) for the Vertical Transportation Phase III - Elevator Modernizations Project at the Hartsfield-Jackson Atlanta International Airport as further detailed herein. The selection process is open to contractors who meet the total requirements of the ITB. Bids which fulfill only a portion of the requirements will not be given consideration

Without limitation and without the requirements of notice to proposers, the AATC reserves the right to shorten or extend time periods provided in the ITB to request additional information, site visits and demonstrations, to solicit additional bidders, to negotiate with one or more bidders, to make other changes to the ITB process and bid specifications, to waive defects and errors in the bids and to reject any and all of the proposals. The AATC may select one or more contractors in its sole discretion and based on any criteria, whether or not requested in the ITB process. This request is not and should not be considered a commitment or obligation for the AATC to enter any business relationship with your company. Any commitments created by the AATC will be done pursuant to a contract. The AATC expects to receive responsive and responsible bids that are highly competitive, but by no means is required to accept the lowest priced proposal.

To be eligible for consideration, your bid must be completed according to the directions provided within this AATC ITB 2014-006. The AATC will disqualify any company's bid that is not completed according to instructions as outlined within the ITB. Three (3) copies of your bid must then be received via hand delivery to the offices of the AATC no later than Thursday, October 2, 2014, at 1:00 PM. Any bids received after 1:00PM on October 2, 2014 will be disqualified.

The Scope of Work: Furnish all labor, material, equipment, tools, supplies, services, supervision and all other necessary incidentals for the total, satisfactory and timely performance to complete the **VERTICAL TRANSPORTATION PHASE III - ELEVATOR MONDERNIZATIONS PROJECT** at **the Hartsfield – Jackson Atlanta International Airport** in accordance with the Contract Agreement, Construction Period, all associated Contract Documents and the Invitation to Bid (AATC ITB 2014-006) dated September 3, 2014.

Please be advised that all material submitted to the AATC as part of your bid will not be returned; and all ideas and concepts contained in the proposals shall become the property of the AATC and may be used by the AATC in any manner it chooses. Any questions related to this Invitation to Bid (ITB) should be submitted in writing in accordance with the Request for Information format attached herein. Thank you very much for your participation and efforts.

Sincerely,

Kofi Smith
Executive Director

ATLANTA AIRLINES TERMINAL CORPORATION
VERTICAL TRANSPORTATION PHASE III - ELEVATOR MONDERNIZATIONS PROJECT
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

Invitation to Bid
September 3, 2014

Atlanta Airlines Terminal Corporation (AATC) requests sealed bids from contractors for the following Bid Package scope of work, for construction of the Vertical Transportation Phase III - Elevator Modernizations Project at the Hartsfield-Jackson Atlanta International Airport (H-JAIA):

BID PACKAGE NO.: **2014-006**
BID PACKAGE SCOPE OF WORK: **Vertical Transportation Phase III - Elevator Modernizations Project**

Bids will be received by **Atlanta Airlines Terminal Corporation**
no later than 1:00pm, Thursday, October 2, 2014.

No award will be made at that time. Address the sealed bid envelope to the attention of Mr. Kofi Smith, Atlanta Airlines Terminal Corporation (AATC), P. O. Box 45170, Atlanta, GA 30320

Contractors shall submit with its bid to The Atlanta Airlines Terminal Corporation (AATC), a complete and properly executed AIA Document A-305, with a current audited/reviewed financial statement, both to be less than one (1) year old. Inquiries concerning procedures should be directed in writing to Mr. Kofi Smith, Executive Director, Atlanta Airlines Terminal Corporation (AATC), or via fax 404-530-2106 using the enclosed RFI form.

The Contract awarded by The Atlanta Airlines Terminal Corporation (AATC) will be on the basis stated in the Instructions to Bidders. No proposal may be revoked or withdrawn for a period of 60 days after opening.

A bid bond made payable to The Atlanta Airlines Terminal Corporation (AATC), in the amount equal to five percent (5%)of the submitted base bid price must accompany each submitted bid.

The successful bidder will be required to furnish to The Atlanta Airlines Terminal Corporation (AATC), Performance and Labor and Materials Payment Bonds acceptable to The Atlanta Airlines Terminal Corporation (AATC), each in an amount equal to one-hundred percent (100%) of the contract price, and executed by a surety company licensed to do business in the State of Georgia and listed in the Department of the Treasury Circular 570, latest edition. The surety company shall have an A.M. Best Company minimum rating of 'A" with a financial size of VII "7" or better. Performance and Labor and Materials Payment Bonds shall name the AATC Shareholders, City of Atlanta and its elected officials, and Comprehensive Program Services, Inc. as an additional named obligee, and must be accompanied by a letter stating the bonding company's current rating for verification prior to acceptance by the Atlanta Airlines Terminal Corporation (AATC) before execution of the contract.

The Atlanta Airlines Terminal Corporation (AATC) reserves the right to award a contract in the best interests for this Airport and of the Project, and to accept or reject any or all bids and to waive technicalities and informalities.

INSTRUCTION TO BIDDERS:

All contractors are cautioned to examine and inspect all drawings, examine and thoroughly read all specifications and other proposed contract documents and other data provided; inform themselves and become familiar with the nature and extent of all divisions of work necessary to 'fully' perform under the contract documents. The contract documents shall consist of all documents included in this ITB and all documents referenced therein. By submitting a bid, the company represents that it has received a complete set of contract documents and is familiar with the foregoing.

Before submitting a bid, each contractor shall thoroughly examine the facilities at the airport and become 'fully' informed regarding the conditions under which the contractor will be required to operate/or that in any way may affect the performance of the contractor. Contractors who do not examine the facilities can be disqualified.

A bidder's submission will be deemed a representation and warrant that the contractor has become fully informed and understands and accepts the existing conditions and the contract documents. No claim for extra compensation will be allowed by reason of anything concerning which the contractor might have become informed prior to the ITB.

A submitted bid will be disqualified and automatically rejected for non-compliance with the ITB deliverables as identified within this ITB, this includes, but is not limited to the following:

- Submission of a bid after the due date and time noted in the ITB.
- Submission of a bid that is not sealed or incomplete
- Submission of a bid not providing the requested deliverables in a clear, concise and orderly manner, with all associated documentation, tabulations, schedules, tables, forms, and organizational charts.
- Submission of a bid without an executed and notarized Bid Bond
- Submission of a bid without meeting the EBO participation goals or clear record of best outreach efforts required (EBO Forms 1-5)
- Submission of bid with discrepancies between the Base Bid and Schedule of Values. AATC will only recognize the base bid value that is provided within the ITB Base Bid Form.
- Submission of a bid from a contractor that has not examined the work site or become familiar with the airport operations and work guidelines.
- Submission of a bid without a project schedule that clearly identifies activity relationships, activity durations, and critical path.

After the examination of the ITB and the facilities, should participants have questions remaining unanswered, please contact:

Ms. John Gadson		Mr. Scott Dowdy
Phone #: 404.530.2107		Phone #: 770.451.7670
Fax #: 404.530.2106	OR	Fax #: 770.451.7672
Email: J.Gadson@AATC.org		Email: SDowdy@CPS-Atlanta.com

1. **Introductory:** In order to be entitled for consideration, bids must be made in accordance with the following instructions. The Owner reserves the right to reject any or all bids and to waive technicalities and informalities. Failure to comply with all instructions may be cause for rejection of the bid.

2. **The Owner** of the proposed work is:

The Atlanta Airlines Terminal Corporation (AATC)
P. O. Box 45170
Atlanta, GA 30320

3. **The Construction Manager** for Professional Services of proposed project:

Comprehensive Program Services, Inc. (CPS)
1954 Airport Road, Suite 102
Atlanta, GA 30341

4. **The title** of the bid Package Scope of Work is as indicated within this Invitation to Bid.

5. **Architects and Engineers**: The Architect/Engineer of record or his authorized representative, and the consulting engineer(s) whose seal(s) occur on the Construction Documents will assist the AATC and CPS in the administration of the construction contract.

6. **Contractor's Qualifications:** Contractors shall submit to the AATC for consideration, a properly executed AIA Document A-305 with a current Audited/Reviewed financial statement (both to be less than I year old) no later than at the time of bid. In addition, the contractor shall be required to furnish evidence satisfactory to the AATC that it and its proposed subcontractors, that must be listed within the sealed bid, have sufficient means and experience in the type(s) of work called for to assure completion of the contract in a satisfactory manner. The contractor must provide the identified project staff proposed for the project along with their respective experience for projects similar to this. **Each individual** who will be assigned to this project must be approved for an ATL badge. This includes a 10-year background search by finger print analysis.

7. **Bids:** The Contractor shall provide three (3) separately bound and sealed bids on Bid Forms included with these documents to include one original and two copies of such forms. Submit bids no later than **1:00PM, October 2, 2014** in a sealed envelope addressed to Mr. Kofi Smith, Atlanta Airlines Terminal Corporation, Hartsfield-Jackson Atlanta International Airport, P.O. Box 45170, Atlanta, GA 30320, plainly marked with the name of the bid package scope of work as shown within this Invitation to Bid. Enclose in the envelope all documents required to be submitted in accordance with the Deliverables Schedule.

8. **Deliverables:**

Section 1 **Provide Firms Profile:**

1.1 Identify Firms past Experience and Background on aviation/airport projects with similar size & scope.

1.1.1 Provide an overview of the firms experience and qualifications necessary to complete this project.

1.1.2 Provide airport/terminal/facility experience by the firm and by the individuals that will be on your team

1.1.3 Describe firms experience and qualifications in projects of similar size and scope. Firm must provide five (5) projects that demonstrate capability and qualifications in these areas.

1.1.4 Provide examples where the proposed team has worked together to complete project of similar scope

1.2 Provide Project Organizational Chart with personnel that will be DEDICATED to this project.

1.2.1 Provide graphical representation of project team responsibilities and relationships

1.2.2 Provide both an administrative and construction description of how the project will be managed.

1.2.3 Provide description of how this organization structure will facilitate managing the Services requested and efficient flow of information.

1.2.4 Identify any outside specialized consultants to your team that you intend to use as subcontractors/sub-consultants for the management of the work, or major portion thereof.

1.3 Provide Key Individual Resumes and experience

1.3.1 Identify and provide resumes for the individuals that the firm will use to fill the following positions:

1.3.1.1 Principal in Charge
1.3.1.2 Project Manager
1.3.1.3 Project Engineer(s)
1.3.1.4 Project Superintendent
1.3.1.5 Project Scheduler
1.3.1.6 Project Coordinator
- Access coordination
- Tenant coordination

1.3.1.7 Construction Administration

1.3.2 No personnel or facility changes can be made before the award of the contract and if there is a change of any kind to the project team after the award, then the AATC must be notified in writing and submitted for approval.

1.4 Insert your Firms Financial Statement (AIA Document A-305)

1.5 Provide your company's Safety performance rating and those of the mechanical and structural subcontractors on your team

Section 2 **Provide EBO Summary:**

2.1 Provide EBO Forms 1-5 as required

2.2 This section should include detailed information regarding the essential subcontractors/sub-consultants included with your team. Indicate the role and responsibilities of these subcontractors/sub-consultants with the project – and further detail in Organizational Chart section 1.3 and Firms Experience section 1.4

Section 3 **Construction Schedule and Approach:**

3.1 Project Schedule

3.1.1 Provide schedule in Gant form of project with activity relationships, durations and Critical Path . Include the procurement phase, (i.e. shop drawings, submittal

review, mobilization), Construction, substantial completion, and closeout.

3.1.2 Show project milestones

3.1.3 Schedule will have to be produced in the required Primavera (P6) software or equivalent

3.1.4 Show all durations of all tasks

3.1.5 The number of tasks shown shall be reasonable to clearly depict the Teams understanding of the project and program requirements

3.2 Project Approach

3.2.1 Provide Project Work Plan and Approach (Phasing and Logistics planning) that describes how you plan to complete the work through a comprehensive phasing plan. Include descriptions of required access to work, on site staging areas, off site laydown areas, transportation of employees to work site, and overall completion of the work providing no operational impact to the airport.

3.2.2 Provide a summary of the approach to construction administration management addressing such things as tracking submittals, documenting daily progress, safety reporting, space access coordination and control, scheduling updates, etc.

3.2.3 Provide duration to complete the scope of work identified in the contract documents for each elevator and associated work.

3.2.4 Clearly demonstrate your teams understanding and ability to successfully complete work within the operating airport environment.

Section 4 **Provide Base Bid(s):**

4.1 Provide the Bid forms included within this ITB package for the scope of services contained in this ITB that fully encompass all activities in your proposal.

4.2 Provide the break out costs as included in this ITB.

4.3 Provide signed & notarized Bid Bond specified with this ITB.

4.4 Provide signed Non-influence and Non-Collusion Affidavit

4.5 Provide Executed Security and Immigrations Forms provided with ITB

4.5 Provide your current Certificate of Insurance

Section 5 **Provide a schedule of values:**

5.1 Identify the costs associated with each part of this project that equals the Base Bid

5.2 Sub-Contractors should be consistent with those submitted in the EBO reports of this proposal

5.3 Identify Sub-Contractors by name and the dollar value of their work.
Swapping/Changing of Sub-Contractor during the review of your bids or anytime after award of such bid is not allowed and will subject your bid and/or award thereof to disqualification

9. **Special Conditions:** The project will require that ALL work that is visible to the traveling public or impacts the traffic pattern to be scheduled at night. Movement of equipment, materials, furniture and trash removal is on a NOT TO INTERFERE BASIS WITH THE AIRPORT OPERATION. Project work hours and phasing as identified in the Contract Documents are identified within the Contract Documents and further discussed in the Pre-Construction Meeting through a contractor's logistics plan.

10. **Review of Existing Conditions:** Each Contractor ***MUST VISIT*** the site in order to be considered for this bid proposal. Failure to demonstrate site visit and full understanding of work scope may disqualify your bid.

11. **Addenda:** Any addendum issued prior to the time of opening of bids shall be covered in the bid and, in closing the Contract, they shall become a part hereof. Any addenda that have been issued prior to the time of opening of bids must be specifically acknowledged in the ITB Package proposal. Failure to acknowledge addenda may be cause for rejection of the proposal.

12. **Interpretation**: No oral interpretations will be made to bidders as to the meaning of bid documents. Requests for such information & interpretations shall be made in writing to Atlanta Airlines Terminal Corporation (AATC) no later than 12PM on September 25, 2014. Failure on the part of the successful proposer to do so shall not relieve him, as a contractor, of the obligation to execute such work in accordance with a later interpretation by Atlanta Airlines Terminal Corporation (AATC). All the interpretations made to the bidders will be made in the form of written addenda to the ITB Documents.

13. **Bond Requirements**

A. A bid bond (A.I.A. Document A310) payable to the Atlanta Airlines Terminal Corporation (AATC), in the amount equal to five percent (5%) of the base bid price, must be submitted with the sealed bid. The bid bond shall be executed by a surety company, licensed to do business in the State of Georgia listed in the Department of the Treasury Circular 570, latest revision. **The Surety Company shall have an A.M. Best Company minimum rating of "A" with a minimum financial size of VII "7" or better in accordance with the General Conditions.** No company, regardless of the size or financial rating, will be allowed to write its own bond.

B. The successful bidder will be required to furnish to the Atlanta Airlines Terminal Corporation (AATC), Performance and Labor and Materials Payment Bonds, acceptable to the Atlanta Airlines Terminal Corporation (AATC) and Comprehensive Program Services, Inc., each in an amount equal to one hundred percent (100%) of the contract and listed in the Department of the Treasury

Circular 570, latest edition. **The Surety Company shall have an A.M. Best Company minimum rating of "A" with a minimum financial size of VII "7" or better in accordance with the General Conditions.** Performance and Labor and Materials Payment Bonds shall name Comprehensive Program Services, Inc. as an additional named obligee, and must be accompanied by a letter stating the bonding company's current rating for verification prior to acceptance by the Atlanta Airlines Terminal Corporation (AATC) before execution of the formal Agreement with the Atlanta Airlines Terminal Corporation (AATC).

C. The Atlanta Airlines Terminal Corporation (AATC) and the successful Contractor, shall require the Attorney-in-Fact who executes bonds on behalf of sureties to attach a certified, current copy of its Power of Attorney.

14. **Contract Award**: The Atlanta Airlines Terminal Corporation (AATC) reserves the right to award the bid package to the most responsive and responsible offeror whose bid meets the requirements and criteria set forth in this Invitation to Bid. The AATC and the Department of Aviation (DOA) reserve the right to accept or reject any or all bids and to waive technicalities and informalities. If awarded, the Contract will be let to the most responsible bidder whose base bid is within the project budget and is able to furnish satisfactory surety company bonds. As a means of determining who the low bidder is, should all bids exceed the project budget, an award will be made with the recommendation of the Atlanta Airlines Terminal Corporation (AATC) and approval of the Department of Aviation, to the most responsible offeror whose base bid, when reduced by any deductive alternates, if any, as shown in the alternates in any order that is in its, the Project, AATC, and DOA best interest. Bids which contain irregularities or qualifications of any kind or which do not comply with the Contract Documents are subject to being rejected and returned to the offeror without having been read and entered in the bid tabulation.

The contract shall be awarded within a reasonable duration by written notice to the most responsive bidder who meets the requirements and criteria as set forth within this Invitation to Bid. Determination of the most responsive bidder will be subjected, but not limited to the following considerations:

A. The capabilities, experience, skill and capacity of the bidder to perform the scope of work as identified within this ITB.
B. The quality of work provided through previous contracts within HJAIA or through reference verification on projects of similar size and scope.
C. The experience and organization of the bidders project team and dedicated staff to this scope of work
D. The compliance with the requirements of the Equal Business Opportunity (EBO) as included within this ITB. 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 has instituted an Equal Business Opportunity (hereinafter "EBO") program to reinforce and support outreach efforts to open contracting opportunities to all businesses regardless of race, gender or ethnicity. Additionally, the EBO program serves to reduce the economic disadvantages suffered by African American, Hispanic, and Female owned businesses that result from discrimination based on race, gender and ethnicity. The EBO program ensures that the City of Atlanta is not a passive participant in ongoing private sector discrimination. The EBO program promotes equal opportunity for all businesses in Atlanta so that it will become institutionalized in the Atlanta marketplace. In support of such efforts, AATC strongly encourages that all Contractors and subcontractors provide outreach to minority, female and small owned businesses and engage them in contracts where possible. The AATC may reject any and all proposals where it is determined that the stated EBO goals are not met or are not given a good faith effort.
E. The quality and availability of the equipment, supplies and services as submitted.
F. Adequacy of the bidders financial resources and capacity to perform the contract as identified within this ITB.
G. The provided base bid price, unit costs and base bid break out costs.

H. Completeness of the project schedule and work plan approach & comprehensiveness for the scope of work as identified within this ITB.

15. **Contract Form**: The form of Agreement will be the Contract included in these Bidding Documents and entered into between the Atlanta Airlines Terminal Corporation (AATC) and Contractor where the basis of payment is a stipulated sum. The agreement form will be prepared by Comprehensive Program Services, Inc., and issued to the Contractor for execution and returned to the Atlanta Airlines Terminal Corporation (AATC) for signature. The Contractor must submit executed bonds and insurance certificates to the Atlanta Airlines Terminal Corporation (AATC) and Comprehensive Program Services, Inc. within ten (10) days of the date of the Notice of Award.

16. **Insurance Requirements:** The following insurance coverage shall be carried by the Contractor during the term of this project and will be subject to approval by AATC.

- Workmen's Compensation Insurance under the laws of the State of Georgia and Employer's Liability Insurance with limits of not less than $100,000 each accident, covering all Contractors' employees engaged in any work hereunder.

- General Liability – Not less than $1,000,000 dollars including combined single limit:

  - Bodily Injury Liability - All sums that the company shall become legally obligated to pay as damages because at any time resulting there from sustained by any person other than its employees and caused by occurrence.

  - Property Damage Liability - All sums that the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.

  - Professional liability, premises and operations, independent contractors, or product liability.

- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $10,000,000 each person and $10,000,000 each accident as to bodily injury or death, and $10,000,000 as to property damage.

17. **Samples**: If required by the Atlanta Airlines Terminal Corporation (AATC), the successful bidder will submit samples of items they propose to furnish before any award is made.

8. **Pre-Bid conference**: A pre-bid conference will be held on **Tuesday, September 16, 2014 at 10am** in the AATC Offices, located at HJAIA's North Terminal, 3rd floor.

19. **Fees**: The Contractor will pay for **ALL** permit fees such as Building Permit Fees, Electrical Permit Fee, Mechanical Permit Fees, Plumbing Permit Fees, Sewer Impact Fees, Water Tap Fees, and Water Meter Fees, etc., as may be needed for this scope of work. The Contractor will pay for costs for temporary water, gas, telephone and power services, required by Contractor.

20. **Nondiscrimination:** In connection with the performance of services rendered under this contract, the successful contractor agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The aforesaid provision shall include, but not be limited to the following: employment, promotion, layoff or termination, demotion or transfer, rates of pay and any other forms of compensation, selection and training.

21. **Airport Security:** All personnel who will be assigned to this project must be approved for an ATL badge. This includes a 10-year background search by finger print analysis.

21.0 **Requirements.** 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 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.

21.0.1. Preventing Unauthorized Access. The Airport has been secured to prevent unauthorized access to security-controlled areas that consist of the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. 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.

21.0.2. Transportation Security Administration/ Responsibility of Contractor. In order to comply with the TSA and DOA security requirements, 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.

21.0.3. 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.

21.0.4. 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. 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 $50.00 per individual. The current cost for badge is $60.00 per individual. Costs for lost badges are as follows:

1st lost badge $60.00; 2nd lost badge $100.00; 3rd lost badge $200.00 and so forth.
Cost for lost badges doubles with each replacement badge. In order to obtain up-to-date costs for the CHRC and for badging, CONTRACTOR shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Contractor / Escorting Requirements are specified in subsection below.

21.0.5. Displaying Badges. Employees and those of all subcontractors must display a DOA issued badge showing CONTRACTOR'S name and an employee number. All personnel shall be required to wear this badge at all times while within the security controlled areas of the Airport.

21.0.6. Badging Records and Process. CONTRACTOR shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. CONTRACTOR will be required to furnish this information to the DOA upon request.

21.0.6.1 The Badging process may begin upon the CONTRACTOR'S receipt of a formal Notice to Proceed (NTP) from the AATC and may take up to fourteen (14) calendar days to complete. Access to security controlled areas shall be denied until such time as the CONTRACTOR has completed the badging process.

21.0.6.2 The Prime 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, brief work description, location and duration, and time frame. A copy of the CONTRACTOR'S Insurance certificate shall accompany the letter.

21.0.6.3 Once badged, the Prime CONTRACTOR'S Authorizing Agent shall be responsible for the badging process of his/ her company employees and any subcontractor employees. The Authorizing Agent shall also submit letters of sponsorship for subcontractors indicating the Contract number, name, location of the work to be performed, anticipated duration of the Contract.

21.0.6.4 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.

21.0.6.5 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.

21.0.6.6 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.

21.0.6.7 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.

21.0.6.8 The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, 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.

21.0.6.9 Badges issued to CONTRACTOR and subcontractor employees and agents shall expire upon one (1) of the following events, whichever occurs first:

- Completion of Contract or subcontract, unless extended by the AATC.
- expiration of Insurance coverage, as indicated on the Contractor's Insurance certificate; or
- employee's driver's license expiration date;
- two (2) years from the issuance of the badge.

21.0.6.10 CONTRACTOR and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on CONTRACTOR'S letterhead will be required. Extension requests must be approved in writing by the AATC prior to extension of the badges.

21.0.6.11 CONTRACTOR'S questions concerning Airport Security shall be directed to (404) 530-6667.

21.0.7 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.

21.0.7.1 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. CONTRACTOR shall contact Airport Operations, at (404) 530-6620 during normal business hours, to schedule the training session.

21.0.7.2 Except as set forth in paragraph 22.5.7.6, below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS ($10,000,000.00).

21.0.7.3 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).

21.0.7.4 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.**

21.0.7.5 Protocols for Contractor Escorting. Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. 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. Contractor may contact DOA Security Manager at (404) 530 – 6667 during normal operating hours.

21.0.7.6 Contractor's Escorting Requirements for Construction Contracts on AOA (Runways and Taxiways) / Construction Contracts on secured area (Apron surrounding Terminal and Concourses)

21.0.7.6.1 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.

21.0.7.6.2 Contractor and escorted personnel shall have no Terminal or Concourse access.

21.0.7.6.3 Escorting is limited to Airport SIDA badged prime Contractor or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties only. An approved escorting subcontractor company is not allowed to perform any other services on the project. No other subcontractors will be allowed to escort any vehicle.

21.0.7.6.4 Escorting person(s) must have an Airport SIDA badge.

21.0.7.6.5 Designated Airport SIDA badged prime Contractor employees approved or Airport SIDA badged escorting subcontractor must escort prime Contractor employees and subcontractors' employees to all work sites. Once at the work site, Airport SIDA badged employees, prime or subcontractors'

may supervise employees without Airport SIDA badges, not to exceed five (5) employees per one (1) Airport SIDA badged employee.

21.0.7.6.6 All personnel (Airport SIDA 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, Contractor's name and project number or name. All escorted personnel must remain under the control of person(s) with an Airport SIDA badge at all times while in the SIDA.

21.0.7.6.7 Maximum vehicular escort—one (1) approved escort vehicle is permitted to escort a maximum of two (2) other vehicles.

21.0.7.6.8 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.

21.0.7.6.9 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.

21.0.7.6.10 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.

21.0.7.7 Construction Contracts within sterile area (inside Terminal, Concourses)

21.0.7.7.1 Highest level of Security required.

21.0.7.7.2 All employees of the prime Contractor and the Contractor's subcontractors, must be badged with Airport SIDA badges to work in the sterile area.

21.0.7.7.3 The Contractor may request with the approval of the sponsor agency from the Security Manager's office permission to escort an unbadged Contractor and or subcontractor. If this request is approved, a representative of the sponsor agency, approved by the Security Manager's office, must escort the personnel full time while in the sterile area.

21.0.7.7.4 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. The Contractor must secure all tools not in use. These tools shall be locked in approved locations not accessible to others.

21.0.8 Restricted AOA Access. 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 Appendix B for vehicles being escorted.

21.0.8.1 Visual Aids. In the event of the possibility of contact with the AOA or secured area, 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 AATC'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.

21.0.9 Tools and Materials. CONTRACTOR shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.

21.0.9.1 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 AATC at (404) 530-2112. 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 CONTRACTOR'S or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

21.0.9.2 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 CONTRACTOR'S or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

21.0.9.3 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 CONTRACTOR'S or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

21.0.9.4 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.

21.0.10 Dumpsters. AATC will coordinate the use of Dumpsters/Open Tops within the Project and will coordinate Trash Removal.

21.0.10.1 The CONTRACTOR shall clear construction debris on a daily basis not later than the end of shift.

21.0.11 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.

21.0.11.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

21.0.11.2 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.

21.0.11.3 Areas surrounding vehicles accessing curbsides must be kept clean at all times.

21.0.11.4 For purposes of obtaining Terminal or Curbside access, the AATC Duty Officer shall be contacted by dialing (404) 530-2112 24 hours in advance of the desired access time.

21.0.12 Contractor Areas. The CONTRACTOR'S Construction staging area shall be identified on the plans. Building/Site access, storage, and approved drive lanes are indicated on Drawing number T1.5 in the bid package.

21.0.13 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) 765-2303. 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.

21.0.13.1 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.

21.0.14 Security Checkpoints. 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.

21.0.14.1 Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

22. **Safety:**

22.1 Safe Operations. CONTRACTOR shall be fully and solely responsible for conducting all operations under this Contract at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. CONTRACTOR shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions.

22.2 Safety and Health Plan. CONTRACTOR shall comply with CITY'S Project Safety and Health Plan. CONTRACTOR shall have sole responsibility for implementing its safety and health program and neither CITY or its authorized representative, shall be responsible for supervising the implementation of CONTRACTOR'S safety and health program or have responsibility for the safety of CONTRACTOR'S or its lower-tier suppliers' or subcontractors' employees.

22.3 Unsafe Conditions. CONTRACTOR'S failure to correct an unsafe condition or unsafe act by its personnel after notice thereof shall be grounds for:

22.3.1 An order to stop the affected operations until the unsafe condition is corrected; and,

22.3.2 If the violation continues, Contract termination pursuant to the Clause titled "TERMINATION FOR DEFAULT".

22.4 Safety Representative(s). CONTRACTOR shall appoint one or more (as appropriate) safety representative(s) acceptable to AATC and DOA who shall be resident at the Jobsite, have responsibility to correct unsafe conditions or unsafe acts, act on behalf of CONTRACTOR on safety and health matters, and participate in periodic safety meetings with AATC. CONTRACTOR shall instruct its

personnel on the requirements of DOA'S Project Safety and Health Plan and CONTRACTOR'S safety and health program and shall coordinate with other CONTRACTORS on safety and health matters.

22.4.1 CONTRACTOR Requirements. CONTRACTOR management, line supervisor, and safety personnel shall have similar duties and responsibilities. CONTRACTOR shall have a designated competent safety person on site at all times, this includes overtime work, non-scheduled off-hour work, and subcontractor coverage.

The CONTRACTOR'S responsibility cannot be delegated to subcontractor, suppliers or other persons. CONTRACTOR and lower tier subcontractor shall have a safety representative as a member of its organization at the jobsite whose duty it shall be to conduct its safety program and monitor subcontractor's compliance with the requirements of this document and preventing unsafe conditions and accidents. CONTRACTOR shall submit the qualifications (Resumes) of all proposed safety representatives to the CITY'S Safety Manager for review and consent prior to mobilization on the site. If the subcontractor's projected workforce is a total of twenty-five (25) or less an appropriate trained and experienced supervisor shall be given the duties of Safety Representative. If the subcontractor's projected workforce is twenty-five (25) or more a full-time safety professional shall be assigned to the site. When the subcontractor's total craft work force exceeds one hundred fifty (150) or more an additional safety professional shall be assigned.

CONTRACTOR shall submit with their proposal, a history of experience and qualifications of the person who will manage the CONTRACTOR'S safety functions on site. The minimum qualifications for a CONTRACTOR Safety Manager shall be at least seven (7) years verifiable experience administering the CONTRACTOR Safety program at the Manager level with direct experience relating specifically to the nature of the work to be performed within this Contract. The CONTRACTOR Safety Manager shall also have the requisite seven (7) years of experience administering the Safety Program relative to the volume of employees to be supervised at this location. Once approved by the CITY, its Construction Manager and the CITY'S Project Safety Manager, the CONTRACTOR safety personnel will not be changed except upon written approval of the above-mentioned.

22.5 Safety Equipment. CONTRACTOR shall furnish all safety equipment and instructions required for the Work and enforce the use of such equipment and instructions by its employees.

22.6 Safety Orders. CONTRACTOR shall have at the jobsite, copies or suitable extracts of: *Construction Safety Orders and Tunnel Safety Orders*. CONTRACTOR shall comply with provisions of these and all other applicable safety laws, ordinances, and regulations.

22.7 Safety not Separately Priced. Costs for performing all work necessary to provide safety measures shall be included in the prices for other items of work and not priced separately.

22.8 Accident and Injury Records. CONTRACTOR shall maintain accident, injury and any other records required by applicable laws and regulations (e.g. OSHA) or by AATC and shall furnish AATC a monthly summary of injuries and labor hours lost due to injuries.

23. Safety, Health, Security Programs:

23.1 Maintenance of Programs. Notwithstanding any of the established CITY, or CONTRACTOR programs as required herein, CONTRACTOR is responsible for maintaining proper safety, fire prevention, and security conditions at the Jobsite. In performance of the Work under this Contract, CONTRACTOR shall establish and maintain the following programs:

23.2 Safety and Health Program. Safety and Health Program shall be submitted in writing to AATC for review and coordination with other Jobsite activities prior to commencing work at the Jobsite. Such

program shall be commensurate with the Work and in conformance with the specific requirements of CITY'S Project Safety and Health Plan, including any revisions thereto, and shall provide:

23.2.1 Designation of one or more qualified individuals as safety representative(s).

23.2.2 Specific review and approval of all work plans and methods by the safety representative(s).

23.2.3 Periodic inspection by the safety representative(s) of CONTRACTOR'S work and storage areas to assure safe conditions and practices.

23.2.4 Provisions for training personnel in all safety and health program requirements.

23.2.5 Immediate reporting to AATC, the CITY'S Risk Management Safety Officer and the Insurance Carrier's Safety Consultant of any and all deaths, injuries and damage to property.

23.2.6 Full cooperation in the conduct of inspections by CITY or its designated representatives, governmental agencies and other agencies of competent jurisdiction, e.g. OSHA. Copies of citation notices by such agencies shall be submitted to CITY'S Risk Management Safety Officer and /or Insurance immediately upon receipt.

23.2.7 Compliance with all applicable safety and health related laws and regulations and directives of governmental and other agencies of competent jurisdiction, e.g. OSHA.

23.2.8 Use of approved regulatory and required safety equipment such as respiratory and noise protection devices.

23.2.9 Immediate correction by CONTRACTOR of any unsafe conditions or unsafe acts by its employees.

23.2.10 Medical surveillance requirements for personnel exposure to hazardous substances, e.g. radiation badges.

23.2.11 Safety requirements and procedures for decontamination facilities, e.g. protective clothing and warning signs.

23.3 Fire Prevention Program. A Fire Prevention Program shall be submitted in writing to AATC for review and coordination with other Jobsite activities prior to commencing work at the Jobsite. Such program shall include:

23.3.1 Assignment of fire watches, trained and equipped to prevent or control fires, for all welding and burning operations.

23.3.2 Proper identification, storing, handling and use of inflammable material to prevent accidental ignition.

23.3.3 Adequate fire extinguishing equipment appropriate for the operations being performed shall be provided by CONTRACTOR and CONTRACTOR'S personnel shall be trained in the maintenance and use of such equipment.

23.3.4 Evacuation procedures and fire drills as required by AATC.

23.3.5 CONTRACTOR shall, without charge, supply personnel to serve on the Jobsite Fire Brigade.

23.4 Security Program. A Security Program, implementing and supplementing the Project security programs, shall be submitted in writing to AATC for approval and coordination with other Jobsite activities prior to commencing work at the Jobsite. Such program shall include:

23.4.1 Controlled access to office, warehouse, material and equipment sites.

23.4.2 Accountability procedures for the requisition and issue of materials.

23.4.3 Periodic security checks of all work areas assigned to CONTRACTOR.

23.4.4 Coordination and compliance with Project security programs including but not limited to the Air Operations Area requirements.

23.4.5 Prompt reporting of incidents of loss, theft or vandalism to AATC, subsequently detailed in writing.

23.5 Hazard Communication Program. A Hazard Communication Program shall be submitted in writing to AATC for review and coordination with other Jobsite activities prior to commencing work at the Jobsite. This Program shall include:

23.5.1 Identification of Hazard Communication Program responsibility and accountability.

23.5.2 Receipt of Material Safety Data Sheets (MSDS) for materials being brought onto the Jobsite by the CONTRACTOR or its suppliers and subcontractors of any tier.

23.5.3 Employee training on Material Safety Data Sheets (MSDS) and in the handling and disposal of materials that fall under statutory regulations.

23.5.4 A disposal plan for removal of hazardous materials from the Jobsite. This plan must meet all federal/national, state and other applicable governmental requirements.

23.6 Subcontractor Ratings. CONTRACTOR shall not, without the prior written approval of AATC, subcontract with any entity which exceeds the following safety ratings for the previous year:

23.6.1	Interstate EMR:	**1.00**
23.6.2	State EMR:	**1.00**
23.6.3	LWDC:	**4.00**
23.6.4	OSHA Record able:	**7.50**

24. Protection of Airport Operations Systems

24.1 Location of Airport Operations Systems. In addition to CONTRACTOR'S general obligations in the Clause titled "RESPONSIBILITY FOR WORK, SECURITY, AND PROPERTY", 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 AATC, 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.

24.2 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 AATC 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 AATC or the DOA. The material, workmanship and methods for repairs must all be approved by AATC and such repairs may be witnessed or inspected by owners or operators of such systems as well as AATC. If in the opinion of AATC, 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.

25. **Delay for Operations**

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, aircraft congestions or maintenance problems, communications or control system failures and the like.

26. **Contractor's Work Area**

26.1 Assignment of Work Areas. All CONTRACTOR work areas on the Jobsite will be assigned by AATC. 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.

26.2 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. A detailed Traffic Control Plan shall be submitted for approval to the AATC prior to the commencement of any construction activities.

26.3 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 AATC. CONTRACTOR shall request authorization from AATC forty-eight (48) hours prior to any closure or interference with the Aircraft Operations. While working in the AOA, CONTRACTOR shall maintain constant communications with the AATC and shall immediately obey all instructions from the AATC.

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

26.4.1 Yield the right-of-way to aircraft.

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

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

26.4.4 Utilize equipment with due regard for existing weather conditions.

26.5.5 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.

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

26.4.7 Prohibit all vehicles and equipment from being operated within one hundred eighty (180) feet of the centerline of an active taxiway or within two hundred fifty (250) feet of the centerline of an active runway, except on airport service roads or with the express consent of AATC.

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

26.5 Closing the AOA. When the Work requires closing an 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 150/5340-1G, Standards for Airport Markings. Open-flame type lights shall not be permitted within the AOA.

26.6 Employee Parking. CONTRACTOR shall arrange employee parking outside the AOA and provide its employees transportation into the job site. CONTRACTOR'S access point into the AOA shall be shown on the plans.

26.7 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 AATC. 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. 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 AATC. 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. Upon request, the CONTRACTOR shall furnish the AATC a copy of the property owner's permission. 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.

27. Testing

27.1 Testing of Work. Unless otherwise provided in this Contract, Quality Control testing of equipment, materials and Work shall be performed by CONTRACTOR at its expense and in accordance with Contract requirements. Results of such testing, shall be provided to the AATC in writing within three (3) working days of receiving the results. Should tests in addition to those required by this Contract be desired by CITY, CONTRACTOR will be given reasonable notice to permit such testing. Such additional tests shall be treated as a change pursuant to the Clause titled "CHANGES".

27.2 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, plans, or specifications 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 AATC.

No rejected material or assembly, the defects of which have been corrected by the CONTRACTOR, shall not be returned to the site of the work until such time as the AATC has approved its used in the work.

27.3 Quality Assurance. All on-site quality assurance testing will be performed by the Owner's testing laboratory under the direction of the AATC. 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.

28. **Warranty:** All work provided per this ITB by the Contractor must be under warranty as follows:

28.1 Warranty Standards. CONTRACTOR warrants to CITY that equipment and materials furnished under this Contract shall be new, of 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 AATC and the DOA. All equipment, materials and workmanship shall also conform to the requirements of this Contract.

28.2 Warranty Period. CONTRACTOR warrants all equipment and material it furnishes and all work it performs against defects in CONTRACTOR'S design, equipment, materials or workmanship for a period from commencement of Work to a date twenty-four (24) months after acceptance of the Project, unless more stringent requirements are otherwise specified elsewhere in the Contract Documents.

28.3 Discovery of Defects. If at any time during the warranty period, CITY or its designated representatives or CONTRACTOR discover any defect in the design, 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.

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

28.4.1 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 AATC;

28.4.2 Cooperate with others assigned by AATC to correct such defects and pay to AATC all actual costs reasonably incurred by AATC in performing or in having performed corrective actions; or

28.4.3 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.

28.5 Incidental Cost. All costs incidental to corrective actions including demolition 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.

28.6 Extended Warranty. CONTRACTOR further warrants any and all corrective actions it performs against defects in design, 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 AATC of the corrected work.

29. **Bidding Documents**

a. Construction Documents
   (i) Vertical Transportation Upgrades Phase III drawings dated June 11, 2014
   (ii) Vertical Transportation Upgrades Phase III specifications dated June 11, 2014

b. Bid Forms
   (i) Vertical Transportation Phase III - Elevator Modernizations Project
   (ii) Cost Summary Break Out Form

c. Non-influence and Non-Collusion Affidavit

d. Request for Information Form

e. Supplementary Conditions

f. Sample Contract

g. AATC Construction and Turnover Procedures

h. COA OCC Policy Statement and Implementation Policy Forms

i. Immigrations Compliance Forms (Separate to this ITB)

ITB PACKAGE NO 2014-006

VERTICAL TRANSPORTATION PHASE III - ELEVATOR MONDERNIZATIONS PROJECT

SCOPE OF WORK

The Scope of Work: Furnish all labor, material, equipment, tools, supplies, services, supervision and all other necessary incidentals for the total, satisfactory and timely performance to complete the **VERTICAL TRANSPORTATION PHASE III - ELEVATOR MONDERNIZATIONS PROJECT** at **the Hartsfield – Jackson Atlanta International Airport** in accordance with the Contract Agreement, Construction Period, all associated Contract Documents and the Invitation to Bid (AATC ITB 2014-006) dated September 2, 2014.

I. SCOPE

SCOPE OF PROJECT

The following scope is provided as a general overview of the Elevator Modernizations and Cosmetic Upgrades of listed Elevators.

- The contractor shall complete scope of work as identified within the project plans and specifications associated with Hydraulic –Passenger/Service Escalators (T-1. 4, 10 , 11, 12, 13, 14, A1, 4, 5, 7, 8, 10, B-3, 4, 7, 8, C-5, 6, D-3, TCON-1, 5, 6, 7 & 9) including Traction Elevators (B-2, C-4, D-1, D-2, TCON-12, & TCON-13) and cosmetic upgrades to (T-4A, T-9B, AT-1 – 5, C-8, TCON-2, TCON-11, E1A, E1B, E2W, E-3A, E-3B, E4-12, E-13S, E-14, 15, 16, 17, 18, 26, 27, 28, 29, 30, 31, 32, 33, E-LAT.. Contractor must provide a logistics plan with the ITB submittal that identifies how the work on the elevator will be completed – with minimal impact or visibility to the traveling public. Work must be completed with no impact to the airport and airline operations. The schedule and duration of work on each elevator must also be provided within your proposal so that the project team can sequence the work with other Vertical Transportation replacement currently in progress within the CPTC. At no time will the contractor be authorized to shut down an elevator on a concourse that has an escalator closed due to replacement.

- The contractor shall install demountable partitions at each Elevator under construction to maintain safety and separate the work areas from pedestrian access. Walls to be constructed per the DOA specifications with minimum 1/2" Masonite floor protection. Demountable partitions shall be minimum 8' tall, constructed with drywall, finished and painted and secured with hollow metal door containing Best seven-pin cored locking hardware device operating using a green, orange or sand construction core. Areas of laydown will be returned to original condition after storage area is removed.

- The contractor shall be responsible for the coordination, scheduling and cost of the removal of the roof hatch access panel to facilitate the material movement both in and out associated with the moving sidewalk replacement Contractor will be responsible for identifying crane operations at any/all locations, an approved FAA 7460 will be required before any crane operations can begin. There is a roof hatch behind the Main Terminal Check point that can be accessed from the South Drive lane by crane to lower items into the APM mall for Elevators in this area. Contractor will be responsible to protect any/all existing flooring/finishes during work and required to repair any damage items back to its previous state. The Contractor will be responsible for contracting with a qualified crane and rigging company for maximum lift weight of 5,000lbs.

- To facilitate the lowering of material through the access panel, the contractor will be responsible to raise the access panel in the acoustical ceiling over the escalators. The access panel must be lowered after the lift is completed and must maintain the existing condition of the ceiling. Any damaged ceiling tiles/grid will be replaced by the contractor. Ceiling removal to be coordinated with the crane lifts.

- The contractor shall be responsible for removal of all salvaged components from the storage areas. Transport of trash from the APM Mall can be accomplished by use of the station elevators with use of proper protection. Contractor is responsible for placement of salvaged material in open top (or other approved trash container) on the apron level and subsequent removal from the airport.

- The contractor shall post signs at all floors notifying pedestrians of the reason the equipment has been taken out of service and the date it is expected to be returned to service. A second sign identifying alternate routes shall be posted at each landing. This sign shall provide clear and a concise direction to pedestrians of alternate travel means to reach the level served by the equipment which is out of service. If another point of access is available, directions to it shall be given. Signage is subject to DOA/AATC approval prior to fabrication via submittal to include details on installation, letter style & size, sign dimensions, material type and colors.

- The contractor is to assume full responsibility for the protection and safe keeping of tools and products used for this ancillary work. Contractor shall comply with all safety and security requirements in the maintenance of tools and construction materials – ensuring areas are secured at all times.

GENERAL

The following scope is provided as a general overview of the project scope: (This project summary is provided as an overview only and should not be used to scope the project. Refer to the plans and specification documents for all details.)

II. SCHEDULE:

A. Time is of the essence. Contractor shall diligently prosecute the work and include the necessary manpower and equipment to perform the scope of work. .

Bids due no later than:	**October 2, 2014 by 1:00PM**
Expected NTP:	**October 17, 2014**

Please be advised that all material submitted to the AATC as part of your bid, will not be returned; and all ideas and concepts contained in the bids shall become the property of the AATC and may be used by the AATC in any manner it chooses. Any questions related to the Invitation to Bid, (ITB), should be submitted in writing in accordance with the Request for Information format attached therein. Thank you very much for your participation and efforts.

III. PLANS & SPECIFICATIONS: See Exhibits for details.

ATLANTA AIRLINES TERMINAL CORPORATION

VERTICAL TRANSPORTATION PHASE III - ELEVATOR MONDERNIZATIONS PROJECT

2014-006 BID FORM

DATE:_____, 2014

TO: **Atlanta Airlines Terminal Corporation (AATC)**
Attn: Mr. Kofi Smith
Hartsfield-Jackson Atlanta International Airport
P.O. Box 45170
Atlanta, GA 30320

FROM: BIDDERS'S NAME AND ADDRESS: _____
_____
_____
_____
_____

PROJECT NAME: ATLANTA AIRLINES TERMINAL CORPORATION (AATC) VERTICAL TRANSPORTATION PHASE III - ELEVATOR MONDERNIZATIONS PROJECT

PROJECT NO. **2014-006**

ACKNOWLEDGE ADDENDA: ADDENDA NO. ONE DATED _____

ADDENDA NO. TWO DATED _____

ACKNOWLEDGE RFI'S _____

1. **BASE BID** :

Pursuant to and in compliance with the Advertisement for Bids and the proposed Contract Documents relating to the construction of:

A. Including all Addenda, RFI responses and Allowances, the undersigned, having become thoroughly familiar with terms and conditions of the proposed Contract Documents and with local conditions affecting the performance, progress and cost of the work that is to be completed and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in accordance with the Contract Documents including furnishing any and all services, labor, materials, supervision, and equipment, inclusive of applicable taxes, and to do all the work required to construct and complete said work in accordance with the Contract Documents, for the following sum:

_____ Dollars

($_____) which Sum is hereinafter called the **"Vertical Transportation Phase III - Elevator Modernizations Project Base Bid"**.

2. **Vertical Transportation Phase III – Elevator Modernizations Projects: COSTS AND EQUIPMENT BREAKOUT**

Break Out Costs		
Item	Name of Contractor	Schedule of Value
Hydraulic Elevator Equipment Modernizations (per spec section 14250)		
Freight Elevator Equipment Modernizations (per spec section 14220)		
Elevator Interior Upgrades (cosmetic)		
Elevator Security System Costs		
Elevator Communication System Costs		
Elevator Room HVAC Upgrades Mechanical		
Elevator Room HVAC Upgrades Electrical		
Elevator Room Upgrades Misc. (Masonry, Roof, Cleaning, etc.)		
Elevator Fire Alarm Upgrades		
Crane Operations		
Signage		
Fire stopping and Life Safety		
GC and Fee		
Other		
	TOTAL	

3. **TIME OF COMPLETION**: Bidder hereby agrees to commence actual physical work on the site with an adequate force and equipment within ten (10) days of a date to be specified in a written order of the Construction Manager (Notice to Proceed) and to complete the work by the date stated in the contract documents. For and in consideration of the sum of $1.00, the receipt of which is hereby acknowledged, the Undersigned agrees that this proposal may not be revoked or withdrawn after the time set for the opening of bids but will remain open for acceptance for a period of sixty (60) days following such time.

4. **BID BOND**:
A bid bond in the amount of five percent (5%) of the Base Bid is attached in the amount of_____

_____Dollars ($)_____, which is to be forfeited in the event the Contract and Performance Bonds are not executed within the time set forth, as liquidated damages for the delay and additional cost caused the Atlanta Airlines Terminal Corporation.

The Undersigned agrees that upon receipt of the Notice of Acceptance of its Bid (NOTICE OF AWARD), Bidder will, within ten (10) days from the Notice of Award, execute the formal Contract and will deliver surety bonds for the faithful performance of this Contract and such other bonds and insurance as required.

The Undersigned further agrees that if Bidder fails or neglects to appear within the specified time to execute the Contract of which this Proposal, the Bidding Documents and the Contract Documents are a part, the Undersigned will be considered as having abandoned the Contract, and the Bidder's Bond accompanying this Proposal will be forfeited to the Atlanta Airlines Terminal Corporation by reason of such failure on the part of the Undersigned.

If awarded a contract, the Undersigned's surety will be _____

Respectfully submitted, _____

Signature of an Individual: _____

Doing Business as: _____

Business Address: _____

_____

If a Partnership:

By: _____
Member of Firm

By: _____
Member of Firm

Business Address: _____

_____

If a Corporation:

By: _____Title: _____

Business Address: _____

_____

Telephone Number: _____

(Seal - If bid is by Corporation)

_____
DATE OF BID

State of Georgia,
County of_____

Personally appeared before the undersigned,_____
who after being duly sworn, deposes and states under oath that the foregoing representations are true and correct.

_____
Notary Public

The _____day of _____, 2014

My commission expires on _____ , _____

_____County, Georgia.

NON-INFLUENCE AND NON-COLLUSION AFFIDAVIT

I do solemnly swear on my oath that as to the foregoing bid relating to the Atlanta Airlines Terminal Corporation (AATC) – Vertical Transportation Phase III - Elevator Modernizations Project at Hartsfield-Jackson Atlanta International Airport, this bidder has no knowledge of the exertion of any influence or the attempted exertion of any influence on the firm on behalf of which this affidavit is made in any way, manner, or form in the purchase of materials, equipment, or other items involved in the construction, manufacture or employment of labor under the aforesaid contract, by any employee of the Atlanta Airlines Terminal Corporation (AATC), member of the government of The City of Atlanta or any person connected with the government of The City of Atlanta in any way whatsoever.

I_____

The undersigned further swears that the foregoing bid is genuine and not collusive or a sham, that bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement, collusion, communication or conference with any person, to fix the bid price of the undersigned bidder or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Atlanta Airlines Terminal Corporation (AATC), member of the government of The City of Atlanta, any person connected with the government of The City of Atlanta in any way whatsoever or any person interested in the referenced contract.

This _____ day of _____ 2014.

Name: _____
(typed)

_____
Signature

_____
Title

_____
Firm

State of Georgia
County of_____

Personally appeared before the undersigned,_____
who after being duly sworn, deposes and states under oath that the foregoing representations are true and correct.

_____
Notary Public

This _____ day of _____ 2014.

My commission expires on _____ , _____,

_____County, Georgia.

REQUEST FOR INFORMATION FORM

The Atlanta Airlines Terminal Corporation

Project **Vertical Transportation Phase III - Elevator Modernizations Project** **RFI** **First Response**

Date of Review

Responders

AATC	**A**
Department of Aviation	**D**
HSST	**H**

No.	System	Reviewer Comment		Resp.	Response	Open/ Closed
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

SUPPLEMENTARY CONDITIONS

These conditions are in addition to those required by the Contract Terms and Conditions. In the event of any conflicts, the more stringent requirement shall apply.

1. SCOPE

a. Provide all field engineering and layout as required for satisfactory completion of the Work. Contractor shall verify accuracy of work in place upon which Contractor shall install his Work. Contractor accepts the work in place once he commences his operation, unless he has notified the Owner in writing of deficiencies or corrections required with the work in place. Contractor shall be responsible for the costs of adjustments or corrections in his Work, once he accepts the work of others upon which Contractor is to install his Work.

b. Provide all protection required against weather and elements to protect Work until Owner acceptance.

c. Protection of adjacent work is included; Contractor is responsible for any damage he causes to existing Work including the work of others.

d. Provide required ladders, lifts, pumps, hoisting, man lifts, scaffolding, staging, buggies and cranes to complete Contractor's Work. No equipment support will be provided by Owner.

e. All Work shall be done in accordance with all local codes, state codes and other governing authorities.

f. Contractor shall coordinate and cooperate with all testing agencies, inspection agencies, governmental agencies, building authorities and other Contractors working within the airport property and areas of the CPTC.

g. Contractor's Work shall be coordinated with other Contractors and shall avoid interference with other trades.

h. Lighting, task specific lighting, temporary power, compressed air, water and other incidentals to complete his Work shall be the responsibility of Contractor. All storage trailers, employee break facilities, electrical power required for Contractor's personnel only shall be provided, installed, and removed by Contractor. All areas shall be kept clean. AJI costs associated with Contractor's temporary facility installation and usage shall be borne by Contractor.

i. Contractor shall provide any or all of the following as necessary for his Work. This list includes but is not limited to: Storage sheds, trailers, office trailers; phone and fax service; runways, stair towers, ladders, guards, equipment, etc., conveniently servicing the job and as required to perform his Work; specialized electric service required for unique equipment and temporary electricity for Contractor's temporary office facilities, Contractor shall provide ice and drinking water for his employees.

j. Temporary toilet facilities for Contractors personnel are to be provided by Contractor, as necessary.

k. Contractor shall provide and pay for all applicable permits, taxes and fees to secure all inspections and certificates as required for Contractor's Work by governing authorities including the Building Permit.

l. All applicable state and local sales and/or use taxes shall be included. All freight is included, FOB Project Site.

m. Contractor agrees that the drawings, specifications and other Contract Documents, including the Scope of Work, are suitable for the Contractor to furnish and install his Work.

n. Contractor acknowledges he has reviewed all the documents pertaining to his Work and the site conditions, and will provide a complete operational system, including all necessary components to complete the Work in accordance with all governing authorities, including any material, incidental design or work required, but not shown on the Construction Documents.

o. No materials shall be installed in a condition which would necessitate excessive cleaning or repair to any adjacent areas after installation by this Contractor. All installed materials shall be left in a clean manner after installation and prior to acceptance.

p. Specific Staging and Storage areas for the Contractor's use will be designated on the Contract Documents. In addition, the routing paths for the Contractor to move staff and material within each Concourse will be designated on the Contract documents.

2. SUBMITTALS

a. Full shop drawings, erection drawings, samples, mockups and submittals are required in accordance with the Specifications.

b. Erection and final field use drawings shall be provided by Contractor.

c. All shop drawings are required to be submitted within the time frame contracted with the Contractor based on the Contractor's approved procurement schedule. This procurement schedule should be logically tied to the construction schedule so that this submittal process has been agreed upon by the Owner, Architect/Engineer and Contractor prior to issuance of Notice to Proceed. The Architect/Engineer shall require two weeks to review all submittals unless noted otherwise in the Schedule.

3. SAFETY

a. Comply with all safety regulations of OSHA, all other governing regulatory agencies and the Owner. Contractor is required to provide to Owner a complete copy of their Safety Program for review.

b. Equipment service and safety certification shall be required prior to start work, for man lifts, scaffolding, and other equipment.

c. All personnel on site for the construction phase of the project shall be required to review and adhere to Owner's Safety Procedures. These Procedures shall include but not be limited to, the use of safety belts and lanyards, hard hats, protective glasses, etc. Any personnel unable to conform to these requirements will not be allowed to continue working on the Project and shall be removed from the Project indefinitely. All personnel shall be restricted to the work areas as authorized by the Owner.

d. Preliminary first aid requirements shall be the responsibility of Contractor for his employees and any of his Contractors.

e. Barricades are included by Contractor for his Work. Enclosures barricades used to adequately and safely define Contractor's Work areas shall be durable enough to provide a safe working area.

f. Safety and security requirements by the Owner shall be rigidly enforced.

4. **ADMINISTRATION**

a. Verification of all existing conditions is to be performed by Contractor prior to commencement of the Work to ensure accuracy and completeness. Any deviation from referenced drawings and/or specifications shall be approved in writing by Owner prior to installation and/or demolition of materials. If required, drawings showing the deviations and relationship to other work shall be provided in detail.

b. Contractor agrees to maintain work areas clean of all dirt, debris and miscellaneous trash at all times. Contractor is responsible for construction debris clean-up and legal disposal of its trash and debris off site. All waste materials shall be placed in disposal containers and shall not be placed in piles or allowed to accumulate in the work areas or on the Project Site. The Owner will provide an open top dumpster. All trash shall be placed into dumpsters supplied by Owner for Contractor's Work so that Contractor can remove all trash from the work site on a daily basis. The Owner will coordinate the emptying of dumpsters and charge the Contractor for dumping fees. These fees should be $90.00 per dump in addition to the $28.50 per ton removed. The Dumpsters shall be located and coordinated by the Owner. The Owner will provide daily housekeeping of entire Airport therefore the Contractor will not be required to vacuum or dust construction areas.

c. No trash from food or drink is to be littered about the site or building. An area designated for break and lunch shall be kept clean and free from trash by each Contractor. No break or lunch will be permitted in the building pad area. Clean up and legally dispose of all construction and food debris off site. Contractor shall specifically designate sufficient personnel dedicated at certain times for this purpose. Number of personnel and time shall be as agreed to Owner. Contractor shall not utilize some of the airport facilities: smoke rooms, eating areas, break areas, hold rooms, and most of all public critical areas.

d. Clean up procedures will be coordinated by the Owner. The Owner shall provide labor for a composite cleaning crew to pick up and dispose of incidental waste, dirt, and debris which may accumulate on the project on a daily basis. In the event that Contractor cleanup is not maintained, the Owner will provide the Contractor (24) hours' notice to remedy deficiencies. If the deficiency is not corrected, the Owner will provide clean-up services and back charge cost, plus mark-up, to the Contractor.

e. All transportation to and from the designated parking area and the project site necessary for Contractor to perform its Work shall be supplied by Contractor. All vehicles used shall meet all guidelines for insurance and safety requirements. The Owner will designate an area for Contractor Parking.

f. Prior to start of construction, Contractor shall attend pre-construction start-up meeting to discuss schedule and final project coordination.

g. Any direction taken from any entity other than the Owner shall be at Contractor's risk. Owner shall not be liable for any cost incurred by Contractor, nor any delays in completion of the Work, from taking directions not from the Owner.

h. No charges for extra work will be accepted unless prior approval is obtained in writing from the Owner.

i. During the project, the Contractor is expected to have a representative of your company available on a weekly basis to review schedules, workmanship, coordination, attend weekly job meetings, etc.,. This representative shall have the authority to make commitments on behalf of your company.

j. All Subcontractors shall be required to meet the same insurance requirements, safety, codes and tax requirements that Contractor must meet. Pre-qualifications for Subcontractors must be submitted to Owner one (1) week prior to commencement of work for approval prior to beginning work. The Contractor must let us know if Contractor proposes to subcontract any of your work, and to which Subcontractor, for our prior approval.

k. Construction Manager and Owner shall be listed as additional insured on Certificates of Insurance in accordance with the Contract. The insurance limits are noted in the Request for Proposal.

l. Builders Risk insurance shall be provided by others with proper request and documentation.

m. Contractor shall maintain at the site a set of redlined drawings indicating an as-built condition. This set shall be kept current at all times and available for inspection at all times. Prior to leaving the site, the redlined drawings shall be revised by Contractor and reviewed by Owner. As-built drawings shall then be prepared by Contractor and submitted to the Owner. Failure to complete any of these requirements shall be cause to withhold payments to Contractor.

5. DELIVERIES

a. All material will be staged in designated areas and on sufficient dunnage to ensure the material is maintained in a clean manner, free from mud and debris prior to and after installation. Deliveries and storage shall be made so as not to impede progress of other Contractor's work or deliveries. Materials shall not be staged in the building area unless approved by the Owner in writing,

b. Contractor shall be responsible for all damages caused during handling of material. Delivery, unloading, handling, protection and on-site storage of material are the sole responsibility of this Contractor. ~~Owner~~ will designate coordination and lay down areas.

d. All deliveries shall be coordinated with and authorized by Owner. Deliveries must be scheduled one (1) week in advance and confirmed 24 hours prior to delivery.

e. Weekend deliveries are permitted if approved by Owner.

f. Materials to be installed by Contractor purchased by Owner are the responsibility of Contractor.

6. SCHEDULE

a. Extra manpower and/or shift work will be initiated upon request by the Owner. All associated schedule costs to complete Contractors Work on or before the contractual milestone schedule shall be by the Contractor.

b. No extension of time will be granted for inclement weather delays, unless agreed to in writing by Owner. No delays, time extensions or change orders will be granted for shop drawings approval delay or material approval delay due to submitting shop drawings not per the agreed upon procurement schedule, non-specified products or incomplete shop drawings.

c. Contractor shall be responsible for proper scheduling of all material. Should any material be improperly detailed and/or fabricated, the Contractor will take the necessary action to correct the problem or pay all associated costs for correction.

d. Weekend work is permitted if required.

7. STORED MATERIALS

In order to receive reimbursement for stored materials, the contractors must provide the following information for review and approval:

a. **Invoice** which must include the following:
(1) Name, address and telephone number of the entity generating the invoice
(2) Name of entity to whom the invoice is issued
(3) Description of the stored goods
(4) Quantity of the stored goods
(5) Contractor's/subcontractor's cost of the stored goods
(6) Annotation showing reference to the AATC contract number
(7) Annotation showing the line item in the invoice to AATC reflecting the costs for the "stored goods"

An invoice containing any redactions will not be accepted.

b. **Bill of Laden**
Bill of laden must show the carrier, the address to which the goods were delivered, date of delivery and general description of delivered item(s).

c. **Insurance Certificate**
An insurance certificate must be provided for all materials stored off the construction site. All offsite storage must be in a bonded warehouse. The certificates must be in the ACCORD format showing the type and level(s) of coverage, items covered, location of items and name the City of Atlanta as a "name insured".

d. **Legal Title**
Contractor/subcontractor shall furnish the City of Atlanta legal title to the stored goods. The title must be free of any liens or encumbrances. This requirement can be furnished via appropriate bills of sale and lien waivers. Templates for a bill of sale and a lien waiver acceptable to the DOA are attached.

e. **Proof of Payment**
Contractor/subcontractor must furnish satisfactory evidence that the material and transportation costs have been paid. At the DOA's discretion, appropriate language in the lien waivers may be accepted in lieu of proof of payment.

f. **Storage**
Contractor/subcontractor must submit evidence that the material is stored in an acceptable manner. Owner/owner's representative will have continuing access to the stored goods to verify the quantity and quality of the stored goods as well as the acceptability of the storage. No payment will be made until the owner's inspectors are satisfied. It should be further understood that the transfer of title and the CITY'S payment for such stored goods shall in no way relieve the contractor/subcontractor of its responsibilities for furnishing and placing the goods in accordance with the Contract Documents.

8. GENERAL CLARIFICATIONS

a. Provide all applicable permits, taxes and fees to secure all inspections and certificates as required for his work by governing authorities.

b. Complete the bid Proposal form in its entirety including quantity breakouts on unit pricing. Failure to submit quote on the provided Proposal Form may result in your bid being considered no responsive.

c. Provide all field engineering and layout as required for satisfactory completion of the work. Contractor shall be responsible for the costs of adjustments or corrections for improper layout.

d. Provide coordination with testing agency by Owner.

e. Lighting, task specific lighting and temporary power shall be the responsibility of the Contractor.

f. Providing temporary facilities, including toilets, for employees is the responsibility of the Contractor, where necessary.

8. **CLOSEOUT**

a. Contractor and his subcontractors shall remove all their temporary facilities, debris, trash, etc. before final acceptance of the Project by the Owner.

b. Provide as-built drawings for your Work in accordance with referenced specifications in hard copy and electric format.

c. Prepare and furnish as indicated in the specifications, maintenance and warranty information. The information shall be submitted in three-ring binders. In addition, Contractor shall provide training and instruction for Owner's personnel for the proper maintenance of systems included in his Work per the specifications. Owner shall approve training in writing upon satisfactory completion.

d. Final operation and maintenance manuals (3 sets), warranties and attic stock shall be required at Project completion.

e. Final paperwork required by Owner's accounting department shall be provided.

f. Final payment shall not be made until all of the above requirements are completed by Contractor and accepted by Owner.

SAMPLE CONTRACT

ATLANTA AIRLINES TERMINAL CORPORATION
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

VERTICAL TRANSPORTATION PHASE III - ELEVATOR MONDERNIZATIONS PROJECT

CONTRACT #2014-006

This Contract made as of this day of , 2014, by and between Atlanta Airlines Terminal Corporation (AATC), Atlanta, Georgia ("Owner") and ("Contractor").

Owner and Contractor, in consideration of the covenants set forth herein below, agree as follows:

1. DEFINITIONS

As used in this Contract, each of the terms set forth herein below shall have the respective meaning indicated opposite each such term.

"Owner"	Atlanta Airlines Terminal Corporation, Hartsfield-Jackson Atlanta International Airport, Atlanta, Georgia
"Project"	Vertical Transportation Phase III – Elevator Modernizations Project
"Project Site"	Hartsfield-Jackson Atlanta International Airport
"Project Owner"	Atlanta Airlines Terminal Corporation (AATC)
"Contract Amount"	
"Completion Date"	
"Bonds"	Performance and labor and material payment bonds in an amount equal to the Contract Amount issued by a surety satisfactory to Owner and Construction Manager and naming Owner and Construction Manager as obligees.
"Specifications"	The specifications listed in Exhibit A and any amendments to and interpretations of such specifications as may hereafter be issued by Owner.
"Work"	The work specified in Exhibit B including all labor, services, supervision, scaffolding, tools and equipment necessary to fully perform and complete the construction required by this Contract and including all materials and supplies incorporated or to be incorporated in such construction.

2. PERFORMANCE OF WORK

Contractor shall furnish and pay for all necessary labor, services, supervision, scaffolding, tools, equipment and other things necessary to fully perform and complete the Work, in cooperation with others employed by, through and/or under Owner, in a good and workmanlike manner satisfactory to Owner and Designer of Record. Contractor shall diligently prosecute the Work so as to fully complete the Work no later than the Completion Date. Time is of the essence of this Contract, and Contractor acknowledges that Owner will suffer losses on account of the failure of Contractor to fully complete the Work in a timely fashion in accordance with this Contract. Before proceeding with the Work, Contractor shall verify all dimensions set forth in the Drawings and Specifications, shall report to Owner of any errors or inconsistencies in the Drawings and Specifications and shall request in writing any clarifications of the Drawings and Specifications deemed necessary by Contractor. Contractor shall perform the Work in accordance with the Drawings and Specifications and shall take all reasonable safety precautions with respect to the Work. Further, Contractor in performing the Work, shall comply with any safety regulations reasonably issued by Owner and shall take all necessary precautions to protect the work of others and the property of Owner from damage caused by the operations of Contractor. Contractor

shall promptly submit shop drawings and samples as required by the Engineer/Architect and Owner so as to perform the Work expeditiously and in a manner that will not cause delay in the progress of the Project.

Contractor warrants that Contractor has visited the Project Site, has carefully examined the Drawings and Specifications and is familiar with the general and local conditions under which the Work is to be performed, and Contractor acknowledges and represents to Owner that the Drawings and Specifications and such conditions are adequate and suitable to permit Contractor to fully complete the Work in a timely fashion and for the Contract Amount, all in accordance with this Contract.

Contractor shall comply with and implement the provisions of any applicable laws relating to the presence or use of hazardous materials or substances on or about the Project Site. Before using on or about the Project Site any substance or material deemed under any applicable law to be a hazardous substance or material, Contractor shall furnish Owner and Construction Manager with a copy of the material/safety data sheet for such material or substance and shall file a copy of such material/safety data sheet along with all other required information to any and all governmental agencies having jurisdiction over the presence of or use of such material or substance at the Project Site.

In the event that there exists a reasonable indication in the judgment of Owner that Contractor will not be able to complete the Work by the Completion Date, Owner may, upon three (3) days' written notice to Contractor and without prejudice to any other remedy Owner may have, order Contractor to prosecute the Work on an overtime basis, and, in such event, Contractor shall, at the sole expense of Contractor, promptly commence and continue to perform the Work on such basis to the extent necessary to cause the Work to be fully completed in a timely fashion in accordance with this Contract.

3. PAYMENT

Contractor shall be paid within forty (40) days after the last day of each calendar month a portion of the Contract Amount equal to 90% of the value of the Work performed and completed at the Project Site by Contractor during such month, provided that an application for payment for such work is delivered to Owner on or before the last day of the calendar month during which the Work covered by such application for Payment was performed and provided further that the unpaid balance of the Contract Amount shall at all times be sufficient in the judgment of Owner to complete the Work and to pay any unpaid claims for which Contractor may be liable hereunder. Final payment shall be made within fifty (50) days after the Project is fully completed and accepted provided that an application for final payment is delivered to Owner within five (5) days after the Project is fully completed and provided further that there do not exist any unpaid claims for which Contractor may be liable hereunder. Notwithstanding anything to the contrary set forth herein, it shall be a condition precedent to the obligations hereunder of Owner to make any payment to Contractor that all applications for payment, waivers of lien, certificates of insurance, bonds and other documents then required to be furnished by Contractor have been appropriately submitted hereunder to Owner in accordance with this Contract. Owner may cause the proceeds of any payment payable hereunder to Contractor to be applied directly to the payment of any indebtedness owed to any party retained by, through or under Contractor in connection with the Work provided that Contractor has failed to cause such party to be paid, or there is reasonable evidence that Contractor will not cause such party to be paid, for any Work promptly after Contractor has received payment hereunder on account of such Work. The submission by Contractor of an application for payment hereunder shall constitute a representation by Contractor that no part of the Work included in such application for payment is affected by any lien, title retention agreement or security instrument made either by Contractor or by any party retained by, through or under Contractor in connection with the Work, and Contractor acknowledges that all payments made hereunder to Contractor are, to the extent of any indebtedness owed to any parties retained by, through or under Contractor in connection with the Work, made to Contractor for the benefit of and in trust for such parties. All applications for payment, waivers of lien, certificates of insurance, bonds and other documents required to be submitted hereunder by Contractor shall be in form and substance satisfactory to Owner, it being specifically understood and agreed that the standard forms of such documents as published by Owner, which such standard forms are annexed hereto and made a part hereof by reference, shall be utilized by Contractor unless Contractor shall expressly advise Owner to the contrary in writing. The breach by Contractor of any warranty, representation, covenant or other provision set forth in any applications for payment, waivers of lien, certificates of insurance, Bonds or other documents submitted hereunder by Contractor shall be considered to be a breach by Contractor of the provisions of this Contract.

4. LIENS AND CLAIMS

Contractor shall pay, or cause to be paid, when due all amounts owing to parties retained by, through or under Contractor in connection with the Work, including without limitation all claims for which a lien may be filed either against the real estate of Owner or against payments due from Owner to Contractor. To the fullest extent permitted by law, Contractor agrees that no liens or other claims against the real estate of Owner or against payments due from Owner to Contractor shall be filed in connection with the Work either by Contractor or by any party retained by, through or under Contractor in

connection with the Work. If and to the extent that any liens and/or claims shall be filed in connection with the Work by or as a result of any act of omission of any party retained by, through or under Contractor, Contractor shall, within seven (7) days after the filing of any such liens and/or claims, cause such liens and/or claims to be discharged or otherwise satisfied. No payment on account of any application for payment submitted hereunder shall be due unless Contractor has delivered to Owner a complete release of all liens and/or claims arising out of the Work included in such application for payment.

5. PERMITS AND REGULATIONS

Contractor shall give all notices required under, and shall comply with, all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the Work and shall notify Owner and Construction Manager if any of the Drawings or Specifications are at variance therewith. Contractor shall pay for all governmental permits, approvals and licenses necessary for the execution of the Work.

6. CHANGES IN WORK

Owner may at any time order a change in the Work by issuing a written change order, and any increases or decreases in the Contract Amount on account of any change in the Work and/or on account of any additional or extra work shall, at the option of Owner, be a lump-sum agreed upon between Owner and Contractor, a lump sum determined using unit prices stated in this Contract or (i) for deleted work, the estimated value of the labor, materials and equipment deleted from the Work or (ii) for additional or extra work, 110% of the actual cost to Contractor of the labor, materials or equipment necessary to perform the additional or extra work. If Owner is not satisfied with the price quoted by Contractor with respect to any additional or extra work, Owner may engage another party to perform such additional or extra work and, in such event, Contractor shall cooperate fully with any such other party. The Contract Amount shall not be increased on account of any additional or extra work or on account of any change in the Work unless such additional or extra work or such change in the Work has been authorized in writing by Owner. If Contractor claims that the Contract Amount should be increased as a result of any event or circumstance, including without limitation any instructions provided by Owner and/or any act or omission of Owner, Contractor shall notify Owner in writing of such claim within two (2) days after the first occurrence of any such event or circumstance and shall, after the first occurrence of any such event or circumstance, deliver to Owner on each day that additional or extra work is allegedly performed by Contractor a brief written report describing the quantity and character of any additional or extra work allegedly performed by Contractor on such day. No claim by Contractor that the Contract Amount should be increased and no claim by Contractor for any additional or extra work allegedly performed shall be valid unless Contractor has notified Owner in writing and has on a daily basis delivered to Owner brief written reports as specifically required hereinabove. If unit prices are stated in this Contract, such prices are made a part of this Contract only for the purpose of permitting Contractor, at the option of Owner, to use such prices to determine an increase or decrease in the Contract Amount on account of any change in the Work and/or on account of any additional or extra work.

7. RESPONSIBILITIES OF CONTRACTOR

To the extent that any arbitration proceeding or legal action between Owner and Contractor involves any act or omission of Contractor or any Work required to be performed hereunder by Contractor, Contractor shall, if requested by Owner, join in such arbitration proceeding or legal action as a party, it being specifically understood and agreed that Contractor expressly consents to the jurisdiction and venue of, and agrees to be bound by any decision rendered in connection with, any such arbitration proceeding or legal action. Contractor shall be responsible for the acts and/or omissions of all parties retained by, through or under Contractor in connection with the Work.

Contractor warrants and represents to Owner that, after the Materials have been incorporated into the Work by Contractor, the Work shall be complete and operational in every respect, all in accordance with the Drawings and the Specifications, it being specifically understood and agreed that Contractor shall provide to Owner and incorporate into the Work, subject to and in accordance with this Contract and without additional charge to Owner, any Materials that may not have been procured by Owner as a result of the failure of any agent of Contractor to perform and satisfy the obligations hereunder of Contractor.

8. CORRECTION OF WORK

Contractor warrants that all materials and equipment incorporated in the Work shall be new and that all Work shall be of good quality, free from faults and defects and in conformance with the requirements of this Contract. Contractor shall, if required by Owner, provide Owner with satisfactory evidence as to the kind and quality of materials incorporated into the Work. Owner shall be entitled, but shall not be obligated, to inspect the Work and shall have the right to reject portions of the Work not in accordance with the requirements of this Contract, it being specifically understood and agreed that

Contractor shall promptly replace rejected portions of the Work in a manner satisfactory to Owner. Further, upon receipt of written notice from Owner, Contractor shall promptly repair and make good in a manner satisfactory to Owner any defect that may appear in the Work, including without limitation any defect that may appear in any of the Materials, within one year after substantial completion of the Project or within such longer period as is expressly required by the Drawings or Specifications with respect to any specific aspect of the Work. Contractor shall, on or before the Completion Date, deliver to Owner any and all warranties or guarantees required hereunder to be provided in connection with the Work, it being specifically understood and agreed that the Work shall not be considered to be complete unless and until all of the Work is in compliance with the terms of such warranties and guarantees and such warranties and guarantees are in effect unconditionally.

9. INDEMNIFICATION

Contractor shall, to the fullest extent permitted by law and to the extent that any such claims, losses, liabilities or expenses are caused in whole or part by any act or omission of Contractor, anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether any such claims, losses, liabilities or expenses are caused in part by a party indemnified hereunder, indemnify, hold harmless and defend Owner, the Shareholders of the Owner, directors, officers, employees, agents, and representatives of the Owner, and the City of Atlanta and the officials, officers, employees, agents and representatives of the City of Atlanta, the DOA, and any Airlines who are Third Party Beneficiaries of this Agreement, from and against any and all claims, losses, liabilities and expenses, including attorneys' fees, arising out of or in any manner caused by, connected with or resulting from the performance of this Contract and/or the Work.

10. INSURANCE AND BONDS

Until the Work is fully completed and accepted by Owner, Contractor shall pay for and maintain with companies satisfactory to Owner for the following insurance coverage:

- Workmen's Compensation Insurance under the laws of the State of Georgia and Employer's Liability Insurance with limits of not less than $100,000 each accident, covering all Contractors' employees engaged in any work hereunder.
- Comprehensive General Liability - Up to $5,000,000 dollars ($500,000) single limit per occurrence including:
- Bodily Injury Liability - All sums that the company shall become legally obligated to pay as damages because at any time resulting there from sustained by any person other than its employees and caused by occurrence.
- Property Damage Liability - All sums that the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.
- Professional liability, premises and operations, independent contractors, or product liability.
- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than $10,000,000 each person and $10,000,000 each accident as to bodily injury or death, and $10,000,000 as to property damage.

Any insurance policy required to be maintained hereunder by Contractor shall name Contractor and Owner as additional insureds as to all coverages except worker's compensation and employer's liability insurance, shall provide that Owner shall be notified in writing thirty (30) days prior to the effective date of any material change in or cancellation of such policy and shall recite the name of the Project and the location of the Project Site. Contractor shall, before commencing the Work, deliver to Owner certificates of insurance indicating that Contractor is in compliance with the insurance requirements set forth hereinabove and that the contractual liability coverage maintained by Contractor covers the indemnification provision set forth in Paragraph 9 hereinabove. Further, Contractor shall pay for any Bonds required hereunder and shall, before commencing the Work, cause such Bonds to be issued and delivered to Contractor. Unless Contractor otherwise agrees in writing, all Bonds shall be issued by a surety approved by the U.S. Treasury Department to issue bonds in connection with federal projects.

Prior to the operation of any vehicle within the Air Operations Area (AOA), said vehicle shall be clearly marked on both right and left sides with a distinctive company logo, identifiable as belonging to the Contractor and at a minimum four (4) inches in height. Such vehicle identification shall conform to the current DOA and Federal Aviation Administration (FAA) governing regulations. Should there be a variance between said regulation and this Agreement, the regulation shall govern. Each vehicle operator shall be trained in AOA vehicle operation prior to driving in the AOA. Contractor retains full liability for the operation of its vehicles in the prosecution of the work and as such shall remain fully and solely

responsible for and pay any fines or penalties levied by any governmental agency or civil court. Contractor hereby release and holds harmless the Owner from any financial or legal liabilities resulting from any vehicular operating regulation violation pursuant to Article 9 of this Agreement.

11. INSPECTION OF WORK

Owner, Construction Manager and Architect shall at all times have access to the Work wherever it is in preparation or progress.

If any Work required to be inspected by Architect, Owner, Construction Manager or by a public authority should be covered up without consent or approval of Owner, it must, if required by Owner, be uncovered for examination at the expense of Contractor. Re-examination of any Work may be ordered by Owner and if so ordered, the Work must promptly be uncovered by Contractor. If such Work is found to be in accordance with the Drawings and Specifications, Owner shall pay the cost of re-examination and replacement. If such Work is found not to be in accordance with the Drawings and Specifications, Contractor shall pay such cost, unless Contractor shall clearly show that the failure of such Work to be in accordance with the Drawings and Specifications was not caused by Contractor or any party retained by, through or under Contractor in connection with the Work, in which case Owner shall pay such cost.

12. COOPERATION AND LABOR POLICY

Contractor shall not employ any labor which shall interfere either with the execution of any work at the Project Site or with labor harmony at the Project Site. Contractor shall properly connect and coordinate the Work with the work of other parties employed by, through or under Owner. Contractor shall not, in performing this Contract, discriminate against any party because of race, creed, color, religion, sex or national origin.

13. WASTE REMOVAL

Contractor shall at all times keep the Project Site free from, and shall promptly cause to be removed from the Project Site, any accumulation of waste material and debris arising out of the operations of Contractor or any party retained by, through or under Contractor. Upon completion of the Work, Contractor shall remove from the Project Site all tools, scaffolding and excess materials brought to the Project Site by Contractor or any party retained by, through or under Contractor in connection with the Work.

Contractor is responsible for construction debris clean-up and legal disposal of its trash and debris off site. All waste materials shall be placed in disposal containers and shall not be placed in piles or allowed to accumulate in the work areas or on the Project Site. The Owner will provide an open top dumpster. Trash shall be placed into dumpsters supplied by Owner for Contractor's Work so that Contractor can remove all trash from the work site on a daily basis. The Owner will coordinate the emptying of dumpsters and charge the Contractor for dumping fees. These fees should be $90.00 per dump. The Dumpsters shall be located and coordinated by the Owner.

14. FORCE MAJEURE

If Contractor is delayed in the performance of the Work by any act, neglect or fault of Owner or by any damage caused to the Project by fire, lightning, earthquake, cyclone or other circumstance completely beyond the control of Contractor, then the Completion Date shall be extended for a period equivalent to the time lost by reason of any such circumstance. Contractor shall not be entitled to an extension of time for any such delay unless Contractor gives Owner written notice of such delay within five (5) days after the commencement of such delay, it being specifically understood and agreed that an extension of time shall be the sole remedy of Contractor for any such delay other than a delay caused by the willful act or omission of Owner or a delay for which Owner is compensated by insurance or otherwise.

15. REMEDIES OF OWNER

If Contractor fails to perform the Work diligently and properly and in accordance with this Contract and/or otherwise fails to perform and satisfy the obligations hereunder of Contractor, Owner may, upon three (3) days written notice to Contractor and without prejudice to any other remedy Owner may have, make good such deficiency of Contractor and deduct one hundred fifteen percent of the cost thereof from any payments then or thereafter due hereunder to Contractor. Further, if Contractor fails to perform the Work diligently and properly in accordance with this Contract and/or otherwise fails to perform and satisfy the obligations hereunder of Contractor, Owner may, upon three (3) days written notice to Contractor and without prejudice to any other remedy Owner may have, stop the performance of the Work by Contractor, take possession of all materials, equipment, tools and machinery at the Project Site owned or possessed by Contractor and finish the Work by whatever method Owner may deem expedient. In the event that Owner so stops the performance of the Work by Contractor, no further payment shall be made hereunder to Contractor until the Work has been fully completed

and accepted by Owner, and, if the unpaid balance of the Contract Amount shall exceed an amount equal to one hundred fifteen percent of the expense incurred by Owner to make good any deficiency, to complete the Work and/or to otherwise perform and satisfy the obligations hereunder of Contractor, such excess shall then be paid to Contractor and, if such amount shall exceed such unpaid balance, Contractor shall, as and when such excess is incurred, promptly pay such excess to Owner.

In addition to the right of Owner to stop the performance of the Work by Contractor for cause as set forth hereinabove, Owner may, upon three (3) days written notice to Contractor, terminate this Contract without cause. In the event that Owner terminates this Contract as set forth herein without cause, Owner shall promptly pay to Contractor a reasonable portion of the Contract Amount, less the aggregate of all payments made hereunder by Owner, on account of the Work performed prior to the date of such termination, and Contractor shall sell, assign, transfer and otherwise set over unto Owner any and all materials, equipment, supplies, drawings, contractual rights and other property acquired and/or produced by Contractor in connection with the Work.

16. SUBLETTING AND ASSIGNMENT

Contractor shall neither assign this Contract nor subcontract all or any portion of the Work without the prior written consent of Owner. Further, Contractor shall not assign any amounts due or about to become due hereunder without the prior written consent of Owner.

17. APPLICABLE LAW

The terms and conditions of this Contract shall be construed in accordance with the laws of the State of Georgia. Subject to the obligation of Contractor to join in any arbitration proceeding or legal action between Owner and Contractor as set forth hereinabove, any dispute between Owner and Contractor arising out of or relating to this Contract or the Work shall be resolved by litigation commenced in a court of competent jurisdiction in the state in which the Project is located, if such litigation is initiated in or within six months after the Project is fully completed, and in the state or federal courts of the State of Georgia, if such litigation is initiated after such period, it being specifically understood and agreed that Owner and Contractor expressly consent to the jurisdiction and venue of such courts. Contractor shall continue to proceed with the Work and shall maintain the progress of the Work during any arbitration proceeding or legal action arising out of this Contract unless Owner and Contractor shall mutually agree otherwise in writing.

18. EQUAL EMPLOYMENT OPPORTUNITY

Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, handicap, or national origin. Contractor warrants that it will comply with all applicable federal, state, city or local laws, ordinances, orders, and rulings governing equal employment opportunity

19. AMENDMENT

Except as may otherwise be provided herein, this Agreement may be revised only by a written Amendment signed by duly authorized officers of both parties.

20. COMPLIANCE WITH FAA SECURITY DIRECTIVE

Contractor agrees that its internal employment policies and procedures meet the requirements of the Air Carrier Standard Security Program (ACSSP) and the Code of Federal Regulations (CFR) as routinely amended and are in accordance with 49 CFR Parts 1540, 1542, and 1544

21. CONTRACT DOCUMENTS

The documents which constitute and form this Contract consist of the Contract, Exhibit A and Exhibit B and other documents published by Owner and required to be submitted hereunder by Contractor. All rights and obligations under this Contract shall inure to and be binding upon Owner and Contractor and the respective successors and assigns of Owner and Contractor. Should this Contract conflict with any Contract Documents, the Contract shall govern, and should the Drawings conflict with the Specifications, the Drawings shall govern. No waiver, alteration or modification of any of the provisions of this Contract shall be binding upon Owner unless such waiver, alteration or modification shall be in writing and signed by Owner. Contractor shall, to the fullest extent permitted by law, indemnify, hold harmless and defend Owner and Construction Manager from and against any and all claims, losses, liabilities and expenses, including attorneys' fees, arising out of or in any manner caused by any breach by Contractor of the provisions of this Contract. Terms defined in this Contract shall have the respective meaning given such terms by this Contract. Terms not defined in this Contract shall be considered to be used herein in accordance with their respective recognized technical or trade meanings.

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract under seal as of the day, month and year first written above.

Owner:

Atlanta Airlines Terminal Corporation

By_____
Mr. Kofi Smith
Executive Director

Contractor:

By_____

(Title)

APPENDIX A-1

ADDITIONAL FORMS TO BE SUBMITTED WITH BID

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
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 Individual/Entity responding to this solicitation:

2. Name of the authorized representative for the responding Entity:

B. Individual/Entity Information:

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

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

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?	☐	☐
8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee?	☐	☐
9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?	☐	☐
10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years?	☐	☐
11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?	☐	☐
12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?	☐	☐

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

	YES	NO
(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.	☐	☐
(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:

_____
_____
_____

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.

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 6

RESPONDENT CONTACT DIRECTORY

This Respondent 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 Respondent's subcontractors (if any).

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

APPENDIX A-2

OFFICE OF CONTRACT COMPLIANCE

CITY OF ATLANTA

Kasim Reed
Mayor

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

OFFICE OF
CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

09-03- 2014

RE: Project No.: H.03.90.202, Phase 3 Vertical Transportation Modernization Upgrades

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to 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 those owned by racial or ethnic minorities and women, 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 goal of minority and female business enterprises for this project and the EBO 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.

Table of Contents

Policy Statement.....1

Implementation of EBO Policy.....2

OCC Review of Bidder Submissions.....3

Equal Business Opportunity Program Bid/RFP Submittals.....4

Monitoring Of EBO Policy.....4

Implementation of EEO Policy.....4

Monitoring of EEO Policy.....4

First Source Jobs Program Policy Statement.....5

Joint Venture Participation on City of Atlanta EBO Projects.....6

Equal Business Opportunity M/FBE Availability for this Project.....7

Equal Business Opportunity Program Reminders.....8

Convenant of Non-Discrimination (EBO1).....9

Subcontractor Contact Form (EBO2).....10 - 11

Subcontractor Utilization Form (EBO3).....12

First Source Job Information (Form 4).....13

First Source Jobs Agreement (Form 5).....14

CITY OF ATLANTA

EQUAL BUSINESS OPPORTUNITY
EQUAL EMPLOYMENT OPPORTUNITY

POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the *City of Atlanta* M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the *City of Atlanta* M/FBE certification number and supplier id number.

Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.

2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.

3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

Equal Business Opportunity Program Bid/RFP Submittals

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

Monitoring Of EBO Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

Implementation of EEO Policy

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

Monitoring of EEO Policy

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

First Source Jobs Program Policy Statement

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

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

Joint Venture Participation on City of Atlanta EBO Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including non-discriminatory outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On selected projects valued at five million dollars and over, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the M/FBE certification number of each M/FBE joint venture member.

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The initial capital investment of each venture partner.
- The proportional allocation of profits and losses to each venture partner.
- The sharing of the right to control the ownership and management of the joint venture.
- A detailed description of the discrete portion of work or tasks that will be performed by each of the venture partners.
- The method of, and responsibility for, accounting.
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

Equal Business Opportunity M/FBE Goals for this Project

Project No.: H.03.90.202, Phase 3 Vertical Transportation Modernization Upgrades

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement with a certified AABE or FBE in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **Phase 3 Vertical Transportation Modernization Upgrades** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

17.5% AABE and 13% FBE

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.

2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.

3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.

4. Subcontractor Contact Form. It is required that bidders list and submit information on **all subcontractors** they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.

5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.

6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

_____
Signature of Attesting Party

_____
Title of Attesting Party

On this _____ day of _____, 20___, before me appeared _____, the person who signed the above covenant in my presence.

_____
Notary Public

Seal

CONTRACTOR CONTACT FORM

List all potential joint venture partners, protégés, subcontractors or suppliers (regardless of ethnicity/gender) that were contacted regarding this project.

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City of Atlanta Supplier Numner	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Name of Contractor/ Supplier (indicate if contact was for JV or protégé participation)	City ofAtlanta Supplier Number	Company Name, Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Business Ownership (see code below)	Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent Name: _____ **Project Name:** _____ **FC#:** _____

Signature: _____ **Date:** _____

EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN
SUBCONTRACTOR/SUPPLIER UTILIZATION

List all Majority, Minority and Female Business Enterprise subcontractors/suppliers, including lower tiers, to be used on this project.

Name of Sub-contractor/ Supplier	City of Atlanta Supplier ID Number	Company Name, Address and Phone Number	City Of Atlanta Business License? (yes or no)	NAICS Code(s)	Type of Work to be Performed	Ownership of Business (see code below)	Certification No. and Expiration Date	Dollar ($) Value of Work & Scope of Work	Percentage of Total Bid Amount

Total MBE%_____
Total FBE% _____

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise. APABE – Asian (Pacific Islander) American Business Enterprise

Proponent's Co. Name: _____ **Date:** _____ **FC#:** _____

Proponent's Contact Number:_____ **Project Name:**_____

Signature: _____ _____

Form EBO-3

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

1.

2.

3.

4.

5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: _____

Phone Number: _____

FORM 4

First Source Jobs Agreement

THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by _____

This_____ day of_____, 201__.

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

_____

Contractor

FORM 5