



## ATLANTA AIRLINES TERMINAL COMPANY

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

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June 20, 2019

### Re: Invitation to Bid for the ECUP Chiller Pre-Purchase Package

The Atlanta Airlines Terminal Company (AATC) is issuing an Invitation to Bid (ITB) for the ECUP Chiller Pre-Purchase Package 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 2019-003A. 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 Tuesday, April 30th, 2019, at 1:00 PM. Any bids received after 1:00PM on April 30th, 2019 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 **ECUP Chiller Pre-Purchase Package 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 2019-003A) dated June 20, 2019.

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,

A handwritten signature in black ink that reads "Kofi Smith". The signature is written in a cursive, flowing style.

Kofi Smith  
President & CEO



## ATLANTA AIRLINES TERMINAL COMPANY

### **ECUP Chiller Pre-Purchase Package**

#### HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

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#### Invitation to Bid

June 20, 2019

Atlanta Airlines Terminal Company (AATC) requests sealed bids from contractors for the following Bid Package scope of work, for construction of the ECUP Chiller Pre-Purchase Package at the Hartsfield-Jackson Atlanta International Airport (H-JAIA):

BID PACKAGE NO.: **2019-003A**  
BID PACKAGE SCOPE OF WORK: **ECUP Chiller Pre-Purchase Package**

Bids will be received by **Atlanta Airlines Terminal Company**  
**no later than 1:00pm, Tuesday, July 30, 2019.**

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

Contractors shall submit its bid to The Atlanta Airlines Terminal Company (AATC). Inquiries concerning procedures should be directed in writing to Mr. Kofi Smith, President & CEO, Atlanta Airlines Terminal Company (AATC), or via fax 404-530-2106 using the enclosed RFI form.

The Contract awarded by The Atlanta Airlines Terminal Company (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 Company (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 Company (AATC), Performance and Labor and Materials Payment Bonds acceptable to The Atlanta Airlines Terminal Company (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 Company (AATC) before execution of the contract.

The Atlanta Airlines Terminal Company (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:

Mr. Kirk Hale  
Phone #: 404.530.2100  
Fax #: 404.530.2106  
Email: [K.Hale@AATC.org](mailto:K.Hale@AATC.org)

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 Company (AATC)**  
P. O. Box 45170  
Atlanta, GA 30320

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

**Comprehensive Program Services, Inc. (CPS)**  
3368 Hardee Avenue  
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:** See performance specifications provided within this ITB.

6. **Contractor's Qualifications:** Contractors shall submit to the AATC for consideration, 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, Tuesday, July 30, 2019** in a sealed envelope addressed to Dr. Kofi Smith, Atlanta Airlines Terminal Company, 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** Provide Project Organizational Chart with personnel that will be DEDICATED to this project.

**1.1.1** Provide graphical representation of project team responsibilities and relationships

**1.2** Provide Key Individual Resumes and experience

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

**1.2.1.1** Project Manager

**1.2.1.2** Project Coordinator

**1.2.2** 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.

***Section 2***      **Provide Equipment Submittal:**

**2.1** Provide manufacturers experience for the last 3-5 years on projects of similar size and scope. Provide references for verification.

**2.2** Provide initial equipment submittals on the selected Chiller packages that meet the project specifications. Ensure all information pertaining to chiller type,

performance, rating certifications, refrigerant, motor controllers, controls, efficiency, etc. to be provided at a minimum.

**Section 3 Manufacturing Schedule:**

**3.1** Provide schedule in Gant form of project with activity relationships, durations and Critical Path. Include submittal review/approval, procurement phase, manufacturing, delivery, and closeout.

**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

4.6 Provide your current Certificate of Insurance

9. **Special Conditions:** The procurement costs should include FOB job site and the required travel for owners representatives for performance testing.
10. **Review of Existing Conditions:** Each Contractor *is encouraged to visit* the site to familiarize themselves before bid submission. Verification of all existing conditions is to be performed by Contractor to ensure accuracy and completeness.
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/RFI's 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 Company (AATC) no later than 12PM on July 23rd, 2019. 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 Company (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 Company (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 Company (AATC), Performance and Labor and Materials Payment Bonds, acceptable to the Atlanta Airlines Terminal Company (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 Company (AATC) before execution of the formal Agreement with the Atlanta Airlines Terminal Company (AATC).
  - C. The Atlanta Airlines Terminal Company (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 Company (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 Company (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 Company (AATC) and Contractor where the basis of payment is a stipulated sum. The agreement form will be issued to the Contractor for execution and returned to the Atlanta Airlines Terminal Company (AATC) for signature. The Contractor must submit executed bonds and insurance certificates to the Atlanta Airlines Terminal Company (AATC) 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 \$5,000,000 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 Company (AATC), the successful bidder will submit samples of items they propose to furnish before any award is made.
18. **Pre-Bid conference:** A pre-bid conference will be held on **Tuesday, July 9<sup>th</sup> at 3pm** in the AATC Offices, located at HJAlA's North Terminal, 3<sup>rd</sup> 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. Contractor to provide a comprehensive project specific Security Plan for approval within 10 days of NTP.

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:

1<sup>st</sup> lost badge \$60.00; 2<sup>nd</sup> lost badge \$100.00; 3<sup>rd</sup> 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 CPTC Certification. CPTC Certification will be evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.

21.0.7.1 CPTC Certification. CITY will require Airport Driver Safety Training and CPTC 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. Contractor will coordinate the use of Dumpsters/Open Tops with AATC for 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 or 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. Weekly Safety reports will be submitted on this project as a responsibility of this contract.

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:   | <b>1.00</b> |
| 23.6.2 State EMR:        | <b>1.00</b> |
| 23.6.3 LWDC:             | <b>4.00</b> |
| 23.6.4 OSHA Record able: | <b>7.50</b> |

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 CPTC 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 use 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 five (5) years 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. Scope of Work included within this ITB – Attachment I
  - a. Pre-Purchase Package Performance Specifications dated June 5, 2019
  - b. Schedule SK-CH-1
  - c. Schedule SK-CH-2
- b. Bid Forms
- c. Non-influence and Non-Collusion Affidavit
- d. Request for Information Form
- e. Supplementary Conditions
- f. Sample Purchase Order Agreement

**ECUP CHILLER PRE-PURCHASE PACKAGE**

**SCOPE OF WORK**

The Scope of Work: Furnish all labor, material, equipment, tools, supplies, services, supervision, insurance and all other necessary incidentals for the total, satisfactory and timely performance to complete the **ECUP CHILLER PRE-PURCHASE PACKAGE** 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 2019-003A) dated June 20, 2019.

**I. SCOPE**

The scope of work for this project is identified within the project Construction Document specifications dated June 5, 2019 attached to this ITB as Attachment I.

**Certification, Inspection and Training:**

1. Provide equipment testing, staffing to support commissioning services, and a minimum of 40 hours operational training on the new chiller system.
2. Provide oversight, coordination and 100% responsibility for the complete system operation through the final system installation, Commissioning and acceptance.
3. Provide a Standard Operating Procedures Manual to ensure safe Start-Up, Normal Operation, and Shut-Down.
4. Turn over of all as -builts, electronic files (AutoCadd), Control Diagrams, Operation Manuals, Flow calculations, Water Treatment Guidelines and Equipment Certifications to AATC upon project completion. Certificates of Warranty and Final Lien Waivers (from all sub-contractors) will be required for Final Payment.

**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:  
Expected NTP:**

**July 30<sup>th</sup>, 2019 by 1:00PM  
August 30, 2019**

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.

**ATLANTA AIRLINES TERMINAL COMPANY**  
**ECUP CHILLER PRE-PURCHASE PACKAGE**

**2019-003A BID FORM**

DATE: \_\_\_\_\_, 2019

TO: **Atlanta Airlines Terminal Company (AATC)**  
Attn: Dr. 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 COMPANY (AATC)  
**ECUP CHILLER PRE-PURCHASE PACKAGE**

PROJECT NO. **2019-003A**

ACKNOWLEDGE RFI'S \_\_\_\_\_

1. **BASE BID CHILLERS (QTY 4):**

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

- A. Including all RFI responses, the undersigned, having become thoroughly familiar with terms and conditions of the proposed Contract Document 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 ITB, Scope of Work, Performance Specifications and Contract Documents including furnishing any and all services, labor, materials, supervision, factory testing and equipment, inclusive of applicable taxes and warranty, 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 "**ECUP Chiller Pre-Purchase Package Base Bid**".

2. **ALTERNATE TO BASE BID- VARIABLE SPEED TYPE CHILLERS (QTY 4):**

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

- B. Including all RFI responses, the undersigned, having become thoroughly familiar with terms and conditions of the proposed Contract Document 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 ITB, Scope of Work, Performance Specifications and Contract Documents including furnishing any and all services, labor, materials, supervision, factory testing and equipment, inclusive of applicable taxes and warranty, 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 "**ECUP Chiller Pre-Purchase Package Alternate Base Bid**".

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 Company .

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 Company 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 Company :

By: \_\_\_\_\_ Title: \_\_\_\_\_

Business Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_

(Seal - If bid is by Company )

\_\_\_\_\_  
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 \_\_\_\_\_, 2019

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 Company (AATC) – ECUP Chiller Pre-Purchase Package 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 Company (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 Company (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 \_\_\_\_\_ 2019.

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 \_\_\_\_\_ 2019.

My commission expires on \_\_\_\_\_, \_\_\_\_\_,

\_\_\_\_\_ County, Georgia.



## **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 coordinated through the owners representatives. 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.

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. All trash shall be placed into dumpsters supplied by the Contractor's Work so that Contractor can remove all trash from the work site on a daily basis. The Dumpsters locations shall be coordinated with the Owner.
- 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. 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.
- e. Prior to start of construction, Contractor shall attend pre-construction start-up meeting to discuss schedule and final project coordination.
- f. 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.
- g. No charges for extra work will be accepted unless prior approval is obtained in writing from the Owner.

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.
- c. 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.

- d. Weekend deliveries are permitted if approved by Owner.
- e. 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 off site 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.

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.



to the products for off-loading and subsequent installation activities. Whenever any delay or any threatened delay in delivery is foreseeable, MANUFACTURER shall immediately notify AATC of such delay, but no such notice shall adversely affect the rights of AATC hereunder. If MANUFACTURER shall be unable to deliver Products in accordance with the requested and agreed upon delivery dates for such products, AATC, without limiting other remedies, may direct expedited production, delivery, or other remedies with all excess costs incurred thereby shall be the liability and obligation of MANUFACTURER. Products may be delivered in advance of their respective delivery date with the full cooperation of the selected mechanical contractor and their subcontractor storage yard with the approval of AATC.

6. DEFAULT. If (i) MANUFACTURER fails to make any product delivery or perform any services in accordance with the delivery dates specified, or if MANUFACTURER otherwise fails to comply with a purchase order and does not remedy such failure within ten (10) days of MANUFACTURER's receipt of written notice thereof, if (ii) MANUFACTURER breaches any term or condition of the purchase order agreement and such breach is not cured within ten (10) days after receipt of such written notice thereof, or if (iii) any proceeding is filed by or against MANUFACTURER in bankruptcy, or for appointment of a receiver or trustee, MANUFACTURER becomes insolvent or admits its inability to pay its debts as they become due, the AATC may, without liability to MANUFACTURER, cancel all or any part of such order by written notice to MANUFACTURER and may purchase substitute items elsewhere. If this purchase order is terminated as provided in this section, AATC will require MANUFACTURER to transfer title and deliver to AATC (i) any completed products, and (ii) such partially completed products at the discretion of AATC. The foregoing rights and remedies of AATC shall not be exclusive and are in addition to any other rights and remedies AATC may have as law or in equity.

7. CHANGES, ADDITIONS, DELETIONS. AATC shall have the right by written notice to make changes to this purchase order as to testing, specifications, quantities, designs, delivery schedules, and/or place of delivery. If any such changes cause an increase or decrease in MANUFACTURER's costs or in the time required for performance of MANUFACTURER's obligations under this purchase order, an equitable and agreeable adjustment to the purchase order sum and/or costs will be made by change order to this purchase order. MANUFACTURER must advise AATC in writing of any requested change as identified and said adjustment shall be subject to the prior approval of AATC in writing. MANUFACTURER shall not be obligated to make any changes to a purchase order requested by AATC unless AATC approves any corresponding adjustment to the purchase order price and/or costs. MANUFACTURER shall not substitute other materials or revise specifications for those specified without the prior written consent of AATC.

8. TERMINATION FOR CONVENIENCE. AATC may cancel at any time for its convenience all or any part of this purchase order by written notice to MANUFACTURER. If MANUFACTURER receives such notice of termination at least 120 days prior to the scheduled delivery date, then AATC shall not be liable for any cancellation fee or other penalties. If AATC cancels all or part of this purchase order 120 days or less prior to the requested and respective product delivery date, AATC shall be liable for reasonable and identifiable cancellation charges based on direct damages suffered by MANUFACTURER thereby with respect to work in process at time of notification and supplied products that would be subject to return and restocking fees. MANUFACTURER must notify AATC within ten (10) days after notice of the amount and basis of such damages due to termination of the purchase order with less than 120 days' notice. In no event shall AATC be liable for special, indirect, incidental or consequential damages or lost profits on account of a cancellation of all or part of this purchase order not for any damages in excess of the purchase price for the respective products canceled.

9. INSPECTION. All products ordered are subject to in-process inspection by MANUFACTURER or its designees at any place where work thereon is being performed. Products shall be subject to final inspection after installation by a mechanical contractor. Acceptance will be made at time of final inspection and will be conclusive except as with regard to latent defects, breach of warranties, fraud or any such gross defects. All nonconforming products identified by MANUFACTURER in their inspection shall be replaced with conforming products in accordance with the specifications and delivery schedule of this purchase order.

10. WARRANTY. MANUFACTURER agrees to warrant the product for a period of Sixty (60) months from the date of turnover to AATC of each unit, that only new materials and parts have been used in products delivered under this purchase order and that such products will be (i) free from defects in materials and workmanship, (ii) free from defects in product design and fit to their intended purpose, and (iii) in conformity with all applicable drawings, specifications, RFP and other requirements. MANUFACTURER shall replace or repair any nonconforming, defective or unfit parts, supplies at MANUFACTURER's own expense if the nonconformity, defect or unfitness becomes known to AATC, or City of Atlanta during the specified 60-month period. Warranty period begins upon satisfactory installation acceptance and turn over to AATC of each unit provided.

11. INDEMNIFICATION AND HOLD HARMLESS. MANUFACTURER shall indemnify, defend and hold harmless AATC, AATC Shareholders, City of Atlanta, including all respective directors, officers, employees, agents, and representatives of the AATC, and the City of Atlanta against all loss and liability for personal injury and property damage caused directly or indirectly by products furnished or services performed by MANUFACTURER or services performed for MANUFACTURER such as delivery, whether occurring on the premises of Hartsfield-Jackson Atlanta International Airport, or MANUFACTURER, or delivery route, or delivery “drop point” or elsewhere.

12. INSURANCE. MANUFACTURER shall carry and maintain insurance coverage satisfactory to the HJAIA requirements in the minimum amount specified. MANUFACTURER shall name AATC, AATC Shareholders, City of Atlanta, and all respective directors, officers, employees, agents, and representatives of the AATC, and the City of Atlanta as additional insured on the insurance policy with the certificate of such being provided to AATC as a part of this purchase order agreement.

13. PATENTS AND COPYRIGHTS. MANUFACTURER warrants that the products and any parts thereof furnished under this purchase order do not infringe on any U.S. or foreign patent, copyright, trade secrets or other intellectual property rights of any third party, and MANUFACTURER agrees to defend at its own expense any claim or suit against AATC and to pay all awards or damages arising out of such suits or claims respecting infringement of any such patents, copyrights, trade secrets or other intellectual property rights. If any product or part thereof is held to constitute an infringement and the use thereof enjoined, MANUFACTURER shall, at its own expense, either procure for AATC the right to continue using the product, or any part thereof, modify the product or any part thereof so that it becomes non-infringing without adversely affecting such product’s functionality or performance, or refund AATC the purchase price paid for the product and accept its return.

Except as otherwise expressly provided in this purchase order, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar Work or other documents, all deliverables and other Work Product, as referred to herein and in the Agreement Documents, prepared or authored by Contractor or any of its Subcontractors exclusively for AATC under this Agreement will be and remain the sole and exclusive property of AATC.

Contractor shall exclusively own all intellectual property rights in the products and services provided by Contractor under this purchase order. AATC shall receive a royalty-free, non-exclusive license to utilize Contractor’s intellectual property as it relates to the products and services hereunder for Owner’s internal purposes for the life of the products and services provided by Contractor under this purchase order. This license to Contractor’s intellectual property can be assigned to any successor in interest with prior written notification to the Contractor

14. ADVERTISING. Without the prior written consent of AATC, MANUFACTURER shall neither disclose to any person outside its employ, nor use for purposes other than performance of this purchase order, any information pertaining to AATC, or AATC’s affairs (including all drawings, descriptions, specifications, communications, e-mail transmittals, and the contents of this purchase order) and upon termination of this purchase order will return to AATC all such items which embody any such information. Without the prior written consent of AATC, MANUFACTURER shall not disclose, advertise or publish information related to this purchase order and this project.

15. FORCE MAJEURE. If MANUFACTURER is delayed in the performance of the Work by any act, neglect or fault of AATC or by any damage caused to the Project by fire, lightning, earthquake, cyclone or other circumstance completely beyond the control of MANUFACTURER, then the Completion Date shall be extended for a period equivalent to the time lost by reason of any such circumstance. MANUFACTURER shall not be entitled to an extension of time for any such delay unless MANUFACTURER gives AATC 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 MANUFACTURER for any such delay other than a delay caused by the willful act or omission of AATC or a delay for which AATC is compensated by insurance or otherwise.

16. GENERAL PROVISIONS. This purchase order agreement shall be construed and enforced in accordance with the laws of the State of Georgia. MANUFACTURER shall not assign this purchase order agreement or any interest herein or right hereunder without the prior written consent of AATC, which consent shall not be unreasonably withheld. This agreement constitutes the entire agreement between AATC and MANUFACTURER and supersedes any and all prior or contemporaneous agreements and understandings between AATC and MANUFACTURER relating to the subject matter

hereof, and no modification of this agreement shall be binding on either of the parties unless it is in writing and signed by authorized representatives of both parties.

17. THIS PURCHASE ORDER AUTHORIZES THE FOLLOWING ITEMS TO BE PURCHASED: The full and complete scope of products and services to be purchased shall be per your bid proposal dated . The following is the representation of the product quantity only as purchased by this agreement with all parts, services, delivery, start-up, warranty, etc.... included in the total price as shown.

- .

See attached Exhibit B Project Procurement Schedule for anticipated dates and times.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their duly authorized official and officers, to be attested, as of the day, month and year first above written.

Atlanta Airlines Terminal Company  
(AATC)

(MANUFACTURER)  
MANUFACTURER

By: \_\_\_\_\_  
Mr. Kofi Smith  
President and CEO

By: \_\_\_\_\_  
Print Name:  
Print Title:

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

# **EXHIBIT A**

MANUFACTURER Proposal

Dated:

## **EXHIBIT B**

Anticipated Project Procurement Schedule

Dated:

## **EXHIBIT C**

Purchasing Drawings Specifications

Dated:

DRAWINGS AND SPECIFICATIONS ARE SUBMITTED UNDER SEPARATE COVER

# **ITB - Attachment I**

Pre-Purchase Package Performance Specifications dated June 5, 2019

Schedule SK-CH-1

Schedule SK-CH-2

PART 1: GENERAL

1.01 DESCRIPTION:

- A. The specification covers the equipment to be pre-purchased by the Owner for the installation by the Contractor during upgrades to the Concourse E Central Utility Plant (E-CUP).

1.02 QUALITY ASSURANCE:

- A. Conform to the following:
  - 1. International Energy Conservation Code-2009 with Georgia State Amendments-2012.
  - 2. International Mechanical Code-2012 with Georgia State Amendments-2015.
- B. Codes, standards and regulations specified herein refer to the edition date. Revisions and addenda to these codes, standards and regulations shall be part of these specifications. Provisions of referenced codes, standards, and regulations do not create duty or responsibility by the Architect or the Owner, unless otherwise specified herein.
- C. Codes, standards and regulations referred to are minimum standards. Where the requirements of these specifications or drawings exceed those of the codes, standards and regulations, the drawings or specifications shall govern.
- D. Pressure/temperature ratings of components and accessories shall be 150 psig and 200°F.
- E. Chiller Factory Performance Test:
  - 1. Factory-test chillers in accordance with AHRI 550/590-2015 Addendum 1 to verify specified performance. Materials, labor, and service connections for the test shall be provided by the manufacturer. Provide a report documenting test results. If harmonic filters or other provisions are required by the variable frequency drives to meet the distortion levels specified herein, they shall be installed and functional during the test.
  - 2. The tests shall be witnessed by five representatives designated by the Owner. Travel expenses to/from the factory shall be provided by the chiller manufacturer. Coordinate travel dates with Owner at least 4 to 6 weeks prior to testing.
  - 3. At the time of test scheduling, the Owner will designate two chillers to be tested. Tests for each chiller shall be conducted at the 100% load point and one part load point, to be designated by the Owner at the time of test scheduling:

| % load | Chilled Water |      | Condenser Water |      |
|--------|---------------|------|-----------------|------|
|        | % Flow        | LWT  | % Flow          | EWT  |
| 100    | 100           | 41°F | 100             | 85°F |
| 75     | 100           | 41°F | 100             | 75°F |

|    |     |      |     |      |
|----|-----|------|-----|------|
| 75 | 100 | 41°F | 100 | 65°F |
| 50 | 100 | 41°F | 100 | 65°F |

4. The manufacturer shall demonstrate stable chiller operation and document performance at the following load points at the conclusion of the testing:

| <u>Load</u> | <u>Chilled Water</u> |            | <u>Condenser Water</u> |            |
|-------------|----------------------|------------|------------------------|------------|
|             | <u>% Flow</u>        | <u>LWT</u> | <u>% Flow</u>          | <u>EWT</u> |
| 300 Tons    | 100                  | 41°F       | 100                    | 65°F       |
| 900 Tons    | 100                  | 41°F       | 100                    | 85°F       |

5. For each tested load point, if the chiller fails to achieve either the capacity or efficiency (power input kW divided by capacity in tons) indicated on the Drawings or the approved chiller submittal, including AHRI allowable tolerances, the manufacturer shall make modifications required to meet the performance requirements specified herein and conduct another test within 2 weeks, paying the cost of the Owner's representatives to attend the second test, and shall test all chillers at the points listed herein.

- a. At the Owners sole discretion, the deficiency may be resolved by a financial penalty. The manufacturer shall pay a penalty of \$2000 per kW difference between the rated and tested power kW. Tested power kW shall equal tested kW/ton times the rated tons. For testing of the 100% load point only, pay a penalty of \$1000 per ton difference between the rated and tested cooling capacity. This financial penalty would not result in the avoidance of the extra testing required as a result of the failed test.

- F. Provide chillers with a complete parts and labor warranty, including refrigerants and lubricants covering loss for any reason, for 5 years after date of substantial completion.
- G. Provide a bid alternate to provide an identical warranty, as noted in Paragraph E, for an additional 5 years (10 years total).

1.03 SUBMITTALS:

- A. Submittals shall be prepared in a line-by-line format corresponding to these Specifications and shall indicate compliance with each requirement specified herein and indicated on the Drawings.
1. Indicate manufacturer's installation instructions.
  2. Indicate deviations, if any, including any from the manufacturer's installation instructions.
  3. Resubmittals that are required to address review comments shall include a cover transmittal with a written explanation of how each review comment has been addressed.
  4. Provide equipment dimensions, including accessories specified herein.

5. Submittals not complying with the format requirements will be returned unreviewed.
6. Submittal shall include, product data and drawings for motor controllers (variable frequency drives if selected).
7. Shop drawings and submittals shall be provided in portable document format (PDF). PDF files containing multiple drawings or components shall include an index of the file contents and electronic bookmarks.

PART 2: PRODUCTS

2.01 CENTRIFUGAL CHILLERS:

A. Provide a “Base Bid” selection, in full adherence with the schedule included herein. Additionally, provide not more than 2 chiller selections that meet the performance scheduled, with at least one selection using a variable speed drive. At the sole discretion of the Owner, the selections may be evaluated for “best value” considering first cost and energy cost. Minor deviations to evaporator and condenser water pressure drops are also acceptable. All selections must be in compliance with the specifications as listed herein for the chiller type selected. All selections must contain the following information at a minimum:

1. Price (final total invoice amount less taxes). Price is to include all material, labor, fees, services, insurance, and freight free-on-board to the project.
2. Chiller type.
3. Rating certification: capacity rating shall be certified in accordance with AHRI 550/590-2015. Submit chiller performance data directly from the manufacturer’s selection software annotated with a statement of AHRI compliance and including software version number, chiller model number, refrigerant, net refrigeration capacity, water flow rates, pressure drops, entering and leaving water temperatures, power input, tube wall thickness, fouling factors, and voltage.
  - a. The chiller evaluation will be based on the value provided by the selection based on cost and chiller performance. The chiller performance will be evaluated using the points listed below, which correspond to the expected operating conditions for the chillers given the plant architecture. The evaluation will consider the water pressure drops of the evaporator and the condenser, by adding the pumping power through the chiller.
  - b. Performance (kW per ton in thousandths) at the following conditions:

| <u>Point</u> | <u>%Load</u> | <u>Chilled Water</u> |            | <u>Condenser Water</u> |            |
|--------------|--------------|----------------------|------------|------------------------|------------|
|              |              | <u>% Flow</u>        | <u>LWT</u> | <u>% Flow</u>          | <u>EWT</u> |
| a            | 100          | 100                  | 41°F       | 100                    | 85°F       |
| b            | 75           | 100                  | 41°F       | 100                    | 75°F       |
| c            | 75           | 100                  | 41°F       | 100                    | 65°F       |
| d            | 50           | 100                  | 41°F       | 100                    | 65°F       |

- c. A spreadsheet will be used to compare the performance of the chillers with the purchase cost and energy cost. The spreadsheet will be provided to the bidder for their use in preparing selections.
- B. Centrifugal type, designed and constructed in accordance with ASHRAE 15-2016, complete with refrigerant, compressor, hermetic or open drive electric motor, evaporator, condenser, insulation, motor controller, control panel, mounting base, purge units for R-514A and R-1233zd units, and associated equipment.
- C. Refrigerant: each manufacturer may submit selections that utilize any of the following refrigerants. A manufacturer submitting multiple selections may utilize multiple refrigerants.

| <u>Refrigerant</u> | <u>Ozone Depletion Potential (ODP)</u> | <u>Global Warming Potential (GWP)</u> |
|--------------------|--|---------------------------------------|
| R-134A             | 0                                      | 1300                                  |
| R-514A             | negligible                             | 2                                     |
| R-1233zd           | negligible                             | 1                                     |

- D. Rating certification: capacity rating shall be certified in accordance with AHRI 550/590-2015 Addendum 1. Submit chiller performance data directly from the manufacturer’s selection software annotated with a statement of AHRI compliance and including software version number, chiller model number, refrigerant, net refrigeration capacity, water flow rates, pressure drops, entering and leaving water temperatures, power input, tube wall thickness, fouling factors, and voltage. Performance shall be provided at each of the test points specified herein.
- E. Chillers shall be designed to operate continuously at design leaving chilled water temperature throughout a load range of 100% to 15% load considering AHRI condenser water temperature relief and maximum design condenser flow rate. Additionally, chillers shall be capable of continuous operation within this load range with 45°F entering condenser water temperature with active head pressure controls as specified herein or with 50°F entering condenser water temperature with maximum design condenser water flow. Chillers shall be capable of starting without condenser water flow. Submit performance data that illustrates stable chiller operation to the minimum load specified above and whether hot-gas bypass is being utilized in the selection.
- F. Compressors: cast aluminum dynamically-balanced centrifugal impeller, single or multistage, complete with positive pressure oil lubrication system and automatic capacity modulation designed for stable operation throughout the specified load range.
- G. Evaporators and condensers: shell and tube type with seamless nonferrous tubes. Vessels shall be designed, constructed, certified and stamped in accordance with ASME BPVC-VIII-1-2017.
  - 1. Evaporators:
    - a. Minimum waterside rating: 150 psig working pressure.
    - b. Minimum tube wall thickness: 0.028" at the root of the fins along the entire tube length.

- c. Water boxes: marine type with removable cover plates and side piping connections designed for tube inspection and cleaning without removing piping. Provide vent and drain connections. Cover plates shall be hinged.
      - d. Fouling factor: 0.00010 ft<sup>2</sup>·°F·h/Btu.
    2. Condensers:
      - a. Minimum waterside rating: 150 psig working pressure.
      - b. Minimum tube wall thickness: 0.035" at the root of the fins along the entire tube length.
      - c. Water boxes: marine type with removable cover plates and side piping connections designed for tube inspection and cleaning without removing piping. Provide vent and drain connections. Cover plates shall be hinged.
      - d. Fouling factor: 0.00025 ft<sup>2</sup>·°F·h/Btu.
      - e. Provide anode rods for corrosion protection.
  - H. Insulation: factory-applied 0.75" flexible elastomeric sheet secured with full coverage of adhesive. Insulate evaporator, suction piping and surfaces subject to sweating.
  - I. Motor controllers (Constant Speed type – Base bid): primary reactor or solid-state type for each chiller. Primary reactor controllers shall have closed transition and vacuum type contactors, with separate high and low voltage compartments. Provide medium voltage wiring between disconnect switch and controller.
    1. Controllers shall include NEMA 1 remote-mounted enclosure with power transformers for oil pump, oil heater, controls and other accessories. Field power wiring shall be a single point connection. Electrical lugs sized for the incoming power wiring shall be provided by the chiller manufacturer. Provide wiring between controller and accessories.
    2. Controllers and components shall have short circuit protection not less than 65,000 A using current limiting fuses at the break switch.
    3. Controllers shall include a lockable and externally-operable fused non-load break switch.
    4. Controllers shall include internal protective functions as follows:
      - a. Inverse time overcurrent protection in each phase conductor.
      - b. Low voltage and phase loss protection.
      - c. Motor winding ground fault protection.
    5. Controllers shall be designed to permit operation at full load with ambient conditions between 10°C and 40°C.

- J. Motor controllers (Variable Speed type – Bid alternate): variable frequency type factory supplied for each chiller. Controllers shall vary the compressor motor speed by controlling the frequency and voltage of the electrical power to the motor. Controllers shall include logic to optimize chiller efficiency by coordinating compressor motor speed and compressor inlet guide vane position to maintain the chilled water leaving temperature setpoint while avoiding surge and providing stable compressor operation. The variable frequency drive shall utilize the line voltage of the electrical service without a step-down transformer.
1. Controllers shall include a NEMA 1 unit-mounted enclosure with factory-installed power and control wiring between the controller and the chiller, including power to the chiller oil pump. Provide control power transformers for controls and other accessories. Field power wiring shall be a single point connection. Electrical lugs shall be sized for the incoming power wiring and provided by the chiller manufacturer.
  2. Controllers and components shall have 65,000 A short-circuit current rating.
  3. Controllers shall be pulse width modulation type output waveform with a minimum power factor of 0.95 at all speeds and loads.
  4. Controllers shall include door interlocked externally-operable non-automatic circuit breaker, capable of being pad locked.
  5. Controllers shall include internal protective functions as follows:
    - a. DV/DT (voltage transient) and DI/DT (short circuit) protection.
    - b. Inverse time overcurrent protection.
    - c. Full time current limit to limit maximum speed for prevention of overload.
    - d. Phase sequence (if phase sensitive), phase loss, overvoltage, undervoltage, electronic thermal overload, abnormal temperature, DC overvoltage, and internal fault protection.
    - e. Motor winding ground fault protection.
    - f. Motor and variable frequency drive overtemperature protection.
    - g. Input power line surge protection device.
  6. Controllers shall be designed to avoid creating RF interference with other electronic equipment internal or external to the building.
  7. Controllers shall be designed to permit operation at full load with ambient conditions between 10°C and 40°C, with capacity to handle 110% overload torque for 1 minute.

8. Controllers shall restart automatically upon restoration of stable electric service after power supply faults, with adjustable time delay before restart.
  9. Controllers shall limit total demand distortion from current and the total harmonic distortion from voltage each to a maximum of 5% at the input terminals of the variable frequency drive. Coordinate with the supplier of other variable frequency drives on this Project and provide data for a harmonic analysis performed in accordance with IEEE 399-1997. Provide harmonic filters or other provisions to limit distortion to the levels specified herein.
- K. Control panels: unit-mounted with microprocessor-based operating and safety controls, graphic display and keypad, with monitoring capabilities, programmable setpoints, and building automation system interface. Panels shall include the manufacturer's standard control package with accessories as required to provide the following functions:
1. Graphic display of the following items, including factory-wired devices and sensors:
    - a. Chilled water temperature entering and leaving evaporator.
    - b. Condenser water temperature entering and leaving condenser.
    - c. Chilled water flowrate (GPM).
    - d. Condenser water flowrate (GPM).
    - e. Evaporator refrigerant pressure and temperature.
    - f. Condenser refrigerant pressure and temperature.
    - g. Oil pressure.
    - h. Oil temperature.
    - i. Motor current % of rated load amperes.
    - j. Input power (kW).
    - k. Input current for each phase.
    - l. Input voltage for each phase.
    - m. Operating hours.
    - n. Diagnostic messages.
  2. Communication interface to transmit operating data and receive commands through a single connection to the building automation system. The interface shall include hardware and software coordinated with the building automation system that allows monitoring and control of data and alarms available at the control panel

from the BCS. Communication protocol shall be BACnet. Information transmitted and received shall include:

- a. Digital inputs from the building automation system:
    - 1) Chiller enable/disable.
  - b. Analog inputs from the building automation system:
    - 1) Chilled water reset.
    - 2) Electric power demand limit.
  - c. Digital outputs to the building automation system:
    - 1) Chiller status.
    - 2) Chiller master alarm indicating shutdown due to safety controls.
  - d. Analog outputs to the building automation system:
    - 1) Running amperes as a percentage of rated load amperes.
    - 2) Chilled water setpoint.
    - 3) Current limit setpoint.
    - 4) Chiller demand (kW).
    - 5) Evaporator entering water temperature.
    - 6) Evaporator leaving water temperature.
    - 7) Condenser entering water temperature.
    - 8) Condenser leaving water temperature.
    - 9) Operating hours.
3. Control of condenser water discharge control valves:
- a. Control of refrigerant pressure differential between condenser and evaporator (i.e., chiller lift) using factory-installed pressure transducers and an analog output signal from the chiller control panel directly to modulating normally-open condenser water discharge control valves indicated on the Drawings. The chiller control panel shall modulate the control valves to maintain the minimum pressure differential required for chiller operation during low ambient conditions. On increasing differential, the main condenser water control valve and the bypass condenser water valve shall open in sequence, with bypass valve opening first. The valves shall close in reverse order. The valves shall close when

the chiller is disabled. The chiller shall be capable of starting with the valves closed. Coordinate with the building automation system supplier.

4. Adjustment of leaving chilled water temperature control gain based on measured changes in chilled water flow rate and temperature. The chiller control panel shall have the ability to react to chilled water flow rate changes of up to 66% in 30 seconds without nuisance shutdowns or drift of leaving chilled water temperature of more than 1.5°F from setpoint.
- L. Purge units: for each chiller employing R-514A or R-1233zd, provide a purge system with collection tank designed to remove air, water vapor, and noncondensable gases while returning refrigerant to the chiller. Minimum efficiency shall be 0.005 lb refrigerant per lb of air purged at design load conditions.
  1. Manufacturer: Trane Earthwise Purge.
- M. Water-cooled chiller components shall be furnished with piping, connections, isolation heat exchanger and redundant strainers with blowdown ports and isolation valves on the system side.
- N. Chiller manufacturer shall coordinate and approve controls provided in the E-CUP Upgrades project and shall indicate such approval in writing on the control shop drawing submittal.
- O. Written instructions and control diagrams showing wiring and programming for building automation system interfaces shall be furnished by the manufacturer to be incorporated in the control diagrams specified in the E-CUP Upgrades project.
- P. Manufacturer: Carrier, Trane, or York.

### PART 3: EXECUTION

#### 3.01 CHILLERS:

- A. The manufacturer shall include the services listed in this paragraph to be provided in the E-CUP Upgrades project. Start-up service and commissioning shall be performed by mechanics retained by the manufacturer. Submit a statement that the chillers are installed in accordance with the manufacturer's recommendations, and that safeties and controls are operating properly.
- B. Evaporator differential pressure switches will be provided by the installing contractor.

END OF SECTION

## CENTRIFUGAL CHILLER SCHEDULE

| NO.   | CAPACITY<br>TONS | MAXIMUM<br>POWER INPUT<br>KW AT<br>FULL LOAD | NPLV<br>(NOTE 1) | EVAPORATOR |           |        |         |                                   |                  | CONDENSER |           |       |                                   |                  | NOTES |
|-------|------------------|--|------------------|------------|-----------|--------|---------|-----------------------------------|------------------|-----------|-----------|-------|-----------------------------------|------------------|-------|
|       |                  |  |                  | EWT<br>°F  | LWT<br>°F | GPM    |         | MAXIMUM<br>PRESS. DROP,<br>FT. WG | NO. OF<br>PASSES | EWT<br>°F | LWT<br>°F | GPM   | MAXIMUM<br>PRESS. DROP,<br>FT. WG | NO. OF<br>PASSES |       |
|       |                  |  |                  |            |           | DESIGN | MINIMUM |                                   |                  |           |           |       |                                   |                  |       |
| CH- 1 | 1,800            | 1,091  | 0.5129           | 55         | 41        | 3,085  | 1150    | 21.1                              | 2                | 85        | 97        | 4,320 | 25.4                              | 2                | 2,3   |
| CH- 2 | 1,800            | 1,091  | 0.5129           | 55         | 41        | 3,085  | 1150    | 21.1                              | 2                | 85        | 97        | 4,320 | 25.4                              | 2                | 2,3   |
| CH- 3 | 1,800            | 1,091  | 0.5129           | 55         | 41        | 3,085  | 1150    | 21.1                              | 2                | 85        | 97        | 4,320 | 25.4                              | 2                | 2,3   |
| CH- 4 | 1,800            | 1,091  | 0.5129           | 55         | 41        | 3,085  | 1150    | 21.1                              | 2                | 85        | 97        | 4,320 | 25.4                              | 2                | 2,3   |
|       |                  |  |                  |            |           |        |         |                                   |                  |           |           |       |                                   |                  |       |

**NOTES:**

- 1. PER AHRI 550/590-2015 ADDENDUM 1
- 2. ELECTRICAL CHARACTERISTICS: 4160 V, 3-PHASE, 60 HZ.
- 3. BASE BID CHILLER SHALL BE A CONSTANT SPEED MACHINE.

# Newcomb & Boyd

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 N&B PROJECT: 18N197

Title CHILLER SCHEDULE

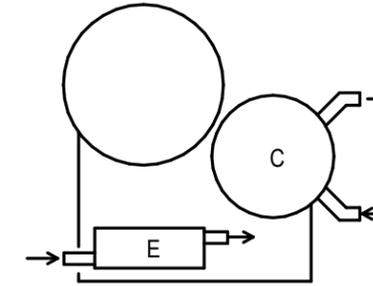
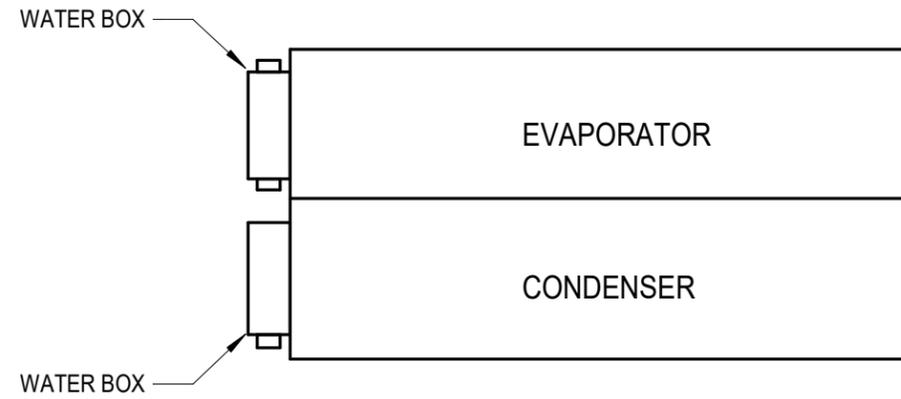
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Number CN: FC-5801-A; TO: 18-02-002

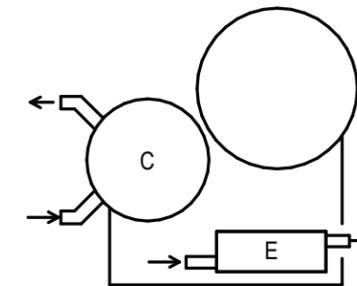
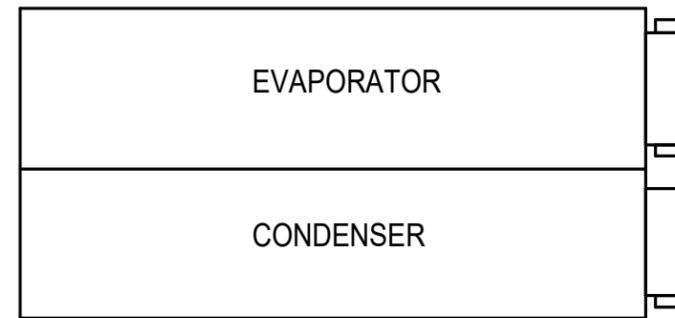
Date 06/04/19

Scale NO SCALE

Drawing Number  
**SK-CH-1**



CHILLERS 1, 2, AND 4



CHILLER 3

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 N&B PROJECT: 18N197

|         |   |
|---------|---|
| Title   | CHILLER PIPING CONNECTIONS                            |
| Project | HJAIA CONCOURSE E CENTRAL UTILITY PLANT HVAC UPGRADES |
| Number  | CN: FC-5801-A; TO: 18-02-002                          |
| Date    | 06/04/19  |
| Scale   | NO SCALE  |

Drawing Number  
**SK-CH-2**

## **ADDITIONAL FORMS TO SUBMITTED WITH BID**

**Required Submittal (FORM 1)**  
**Illegal Immigration Reform and Enforcement Act Forms (Page 1 of 3)**

**INSTRUCTIONS TO OFFERORS:**

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

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration. **This is also known as the Company ID Number. Please note that the Company ID number is not a Tax ID number, social security number or formal contract number.**
3. Where the business structure of an Offeror is such that Offeror is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Offeror must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Offeror itself. Where the business structure of an Offeror does not require it to obtain an EIN, each entity comprising the Offeror must submit a separate Contractor Affidavit.

**Example 1:** ABC, Inc. and XYZ, Inc. create a new company called Acme, JV, a business entity formed in accordance with the filing procedures of the secretary of state, and submit a proposal/bid under the name Acme, JV. Based on the nature of the JV agreement, Acme, JV is required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme, JV must provide the Contractor Affidavit for Acme, JV and include Acme, JV's Federal Work Authorization User ID.

**Example 2:** ABC, Inc. and XYZ, Inc. enter into a written agreement to form Acme, JV, a contractual joint venture that is not registered with the secretary of state, and submit a proposal/bid under the name Acme, JV. Based on the nature of the JV agreement, Acme, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal/Bid submitted by Acme, JV must include both a Contractor Affidavit for ABC, Inc., including ABC, Inc.'s Federal Work Authorization Used ID, and a Contractor Affidavit for XYZ, Inc., including XYZ, Inc.'s Federal Work Authorization User ID.

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

**Required Submittal (FORM 1)**  
**Illegal Immigration Reform and Enforcement Act Forms (Page 2 of 3)**

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the 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 *(Also known as E-Verify Company ID.  
Not Tax ID or SS Number)*

\_\_\_\_\_  
Date of Authorization *(This is the date the Company ID was issued by the Federal E-Verify system)*

\_\_\_\_\_  
Name of Contractor *(Legal name of Contractor, not an abbreviated version)*

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
City of Atlanta  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing 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:  
  
\_\_\_\_\_

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 1 of 10)**

**FAILURE TO ANSWER ALL QUESTIONS IN FULL AND TO PROVIDE ALL  
REQUESTED ADDITIONAL DOCUMENTATION IN FULL MAY RESULT IN OFFEROR  
BEING DEEMED AS NON-RESPONSIVE**

***IN ADDITION, OFFEROR MAY BE DEEMED NON-RESPONSIBLE, IN ACCORDANCE WITH  
THE APPLICABLE LAW, BASED ON ITS REPRESENTATIONS WITHIN THE DISCLOSURE  
AFFIDAVIT***

***DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE AFFIDAVIT:***

|                     |   |
|---------------------|---|
| <b>“Contractor”</b> | Any person or entity having a contract with the City of Atlanta (“City”).   |
| <b>“Affiliate”</b>  | 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 Offeror or a member of Offeror.  |
| <b>“Offeror”</b>    | <p>Any individual or entity that submits a Bid/Proposal in response to a solicitation, as follows:</p> <p>If the Offeror is a <b>sole proprietor</b> or an <b>individual</b>, then the sole proprietor or individual must complete and sign this Contractor Disclosure and Declaration Form, where indicated.</p> <p>If the Offeror is a <b>corporation, limited partnership</b> or <b>limited liability company</b>, then an authorized representative of the corporation, limited partnership or limited liability company must complete and sign this Contractor Disclosure and Declaration Form, where indicated.</p> <p>If the Offeror is a <b>general partnership</b>, then (1) an authorized representative of the general partnership must complete and sign this Contractor Disclosure and Declaration Form, where indicated, <b>and</b> (2) each partner in the partnership, <i>on its own behalf</i>, must individually complete and sign a separate Contractor Disclosure and Declaration Form where indicated.</p> <p>If the Offeror is a <b>joint venture</b> (single entity comprised of more than one individual or organization), then an authorized representative of the joint venture must complete and sign this Contractor Disclosure and Declaration Form, where indicated. <b><i>If, however, Offeror is a newly formed joint venture</i></b> (joint venture formed within the last three (3) years and made up of two (2) or more separate members), <b><i>then</i></b> (1) an authorized representative of the joint venture must complete and sign this Contractor Disclosure and Declaration Form, where indicated <b><i>and</i></b> (2) each member of the Joint Venture, <i>on its own behalf</i>, must also individually complete and sign this Contractor Disclosure and Declaration Form, where indicated.</p> |

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 2 of 10)**

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

**A. Basic Information Regarding Offeror:**

Offeror Name: \_\_\_\_\_

Entity Submitting this Form: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Type of Entity: \_\_\_\_\_  
(Legal Description of Entity Business Structure)

- Corporation
- Limited Liability Company
- Limited Partnership
- General Partnership
- Joint Venture
- Other \_\_\_\_\_

Name/Title of Authorized Representative Signing this Form: \_\_\_\_\_  
\_\_\_\_\_

Relationship of the Authorized Representative Completing this Form to the Offeror:

- Authorized Representative of Offeror
- Joint Venture Partner -Majority
- Joint Venture Partner -Minority
- Other \_\_\_\_\_  
(i.e., member or owner)

Contact Information of the Authorized Representative Completing this Form:

Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone Number(s) \_\_\_\_\_  
\_\_\_\_\_

Email \_\_\_\_\_

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 3 of 10)**

If Offeror is a Joint Venture (“JV”), list each JV partner by its **full legal name** and indicate the percentage interest held in the Joint Venture:

| <b>NAME:</b> | <b>Percentage (%)</b> |
|--------------|-----------------------|
| _____        | _____                 |
| _____        | _____                 |
| _____        | _____                 |
| _____        | _____                 |

Identify Offeror’s state of incorporation or other business entity registration. \_\_\_\_\_

*If Offeror is a Joint Venture formed by written agreement, identify each of Offeror’s joint venture member entities’ state of incorporation or other business entity registration.*

Is the Offeror 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** (If Offeror incorporated or registered in a state other than Georgia, attach Certificate of Authority to transact business in home state. If the Entity is a type for which the Georgia Secretary of State does not require registration, then the Entity may provide a current business license issued by a Georgia county or municipality.)

***Note: If Offeror is incorporated or registered in a state other than Georgia, Offeror must provide a certificate of authority to transact business in Georgia issued by the Georgia Secretary of State prior to the award of any contract.***

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 4 of 10)**

**B. QUESTIONNAIRE**

You are **REQUIRED** to answer YES or NO to each of the following questions. If you answer “YES” to any of the questions, you must provide on a separate page the details necessary to explain the nature and circumstances of each action, event, matter, relationship or practice involved, including but not limited to: names of persons or entities involved, status and/or outcome of each instance. You should number each response to the corresponding question.

**NOTE: If you are completing Form 2 as a member of a newly formed Joint Venture or a member of a general partnership, your answers to B. QUESTIONNAIRE must be answered on behalf of and reflect information as it pertains to such newly formed Joint Venture member or such general partnership member.**

1. Has any employee, agent or representative of Offeror who is or will be directly involved in the project, in the last five (5) years:

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

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

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

2. Has the Offeror provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City?

YES  NO

3. Has the Offeror or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government?

YES  NO

4. Has the Offeror, within the last five (5) years, been the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Offeror which directly arose from activities conducted by Offeror?

YES  NO

5. Has the Offeror had any Personal or Financial Relationships, as defined below, in the last five (5) years that may give rise to a conflict of interest? [Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

YES  NO

(b) Financial relationships: any interest held with a City employee or official, or family members of a City employee or official, which may/did yield, directly or indirectly, a monetary or other material benefit to the Offeror or the Offeror’s family members.

YES  NO

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 5 of 10)**

## C. REPRESENTATIONS

**NOTE: If you are completing Form 2 as a member of a newly formed Joint Venture or a member of a general partnership, your representations in C. REPRESENTATIONS are on behalf of and reflect information as it pertains to such newly formed Joint Venture member or such general partnership member.**

**1. Anti-Lobbying Provision.** All Offerors, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the Offeror'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.

**2. Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among Offerors are prohibited by city, state and federal laws. All Offerors shall identify a person having authority to sign for the Offeror who, by execution of this Form, certifies, 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 Offeror."

**3. Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Offeror 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.

**4. Confidentiality.** Details of the proposals will not be discussed with other Offerors during the selection process. Offeror should be aware, however, that all proposals and information submitted therein may become subject to public inspection as provided by Georgia Law. Each Offeror 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 Offeror may be required to submit such required information before further consideration.

**Required Submittal (FORM 2)**  
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**5. Equal Employment Opportunity (EEO) Provision.** All 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.

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- 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.

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**6. Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities. Please see City of Atlanta Procurement Code Section 2-1484 for further information:

- a. It is unethical for any person to offer, give or agree to give any employee or former employee (reference code section 2-1484) 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.

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**Declaration**

Under penalty of perjury, I declare that I have examined this Disclosure and Declaration Form, including the Basic Information Regarding Offeror, the Questionnaire and Representations, as well as 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 Offeror or, if applicable, that I am authorized to sign for this member of a newly formed joint venture or member of a general partnership.

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

**Printed Name of Entity:** \_\_\_\_\_

**Printed Name of Authorized Representative:** \_\_\_\_\_

**Signature of Authorized Representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
**Notary Public of** \_\_\_\_\_ **(state)**

**My commission expires:** \_\_\_\_\_

**Required Submittal (FORM 2)**  
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FOR INTERNAL USE ONLY

**Project Name/Number:**

**Offeror:**

This is to acknowledge that this Contractor Disclosure and Declaration Form has been reviewed and appropriate actions have been taken in accordance with City of Atlanta Procurement Code Section 2-1214 and Department of Procurement procedures.

\_\_\_\_\_  
Print Name of Procurement Professional

\_\_\_\_\_  
Print Title of Procurement Professional

SIGNATURE

\_\_\_\_\_  
Print Name of Chief Procurement Officer

\_\_\_\_\_  
Signature of Chief Procurement Officer

\_\_\_\_\_  
Date

*Acknowledgment of Review by the City of Atlanta's Ethics Officer (Required when Offeror has disclosed a Personal or Financial Relationship with City of Atlanta personnel)*

\_\_\_\_\_  
Print Name of Ethics Officer

\_\_\_\_\_  
Signature of Ethics Officer

Date \_\_\_\_\_