



## ATLANTA AIRLINES TERMINAL COMPANY

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

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January 9, 2020

### Re: Invitation to Bid for the ECUP Enhancements Commissioning Services

The Atlanta Airlines Terminal Company (AATC) is issuing an Invitation to Bid (ITB) for the ECUP Enhancements Commissioning Services 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 2019-003D. The AATC will disqualify any company's bid that is not completed according to instructions as outlined within the ITB. Three (3) copies of your bid must then be received via hand delivery to the offices of the AATC no later than Thursday, February 6, 2020, at 1:00 PM. Any bids received after 1:00PM on February 6<sup>th</sup> 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 Enhancements Commissioning Services 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 2019-003D) dated January 9, 2020.

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 cursive script that reads "Kofi Smith".

Kofi Smith  
President & CEO



**ATLANTA AIRLINES TERMINAL COMPANY**  
**ECUP Enhancements Commissioning Services**  
**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

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**Invitation to Bid**

January 9, 2020

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

BID PACKAGE NO.: **2019-003D**  
BID PACKAGE SCOPE OF WORK: **ECUP Enhancements Commissioning Services**

Bids will be received by **Atlanta Airlines Terminal Company**  
**no later than 1:00pm, Thursday, February 6, 2020.**

No award will be made at that time. Address the sealed bid envelope to the attention of Dr. 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 Dr. 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.

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, Thursday, February 6, 2020** 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** Identify Firms past Experience and Background on aviation/airport/commercial projects with similar size & scope.

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

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

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

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

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

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

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

**1.3** Provide Key Individual Resumes and experience

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

**1.3.1.1** Project Manager

**1.3.1.2** Project Engineer(s) or Cx Agents

**1.3.1.3** Construction Administration

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

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

***Section 2*** **Provide EBO Summary:**

**2.1** Provide EBO Forms 1-3 as required

**2.2** This section should include detailed information regarding the essential subcontractors/sub-consultants included with your team. Indicate the role and

responsibilities of these subcontractors/sub-consultants with the project – and further detail in Organizational Chart section 1.3 and Firms Experience section 1.4

**Section 3 Provide Base Bid:**

3.1 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.

3.2 Provide signed Non-influence and Non-Collusion Affidavit

3.3 Provide executed and notarized Forms 1 & 2

4.2 Provide your current Certificate of Insurance

9. **Special Conditions:** The project will require that ALL work that is visible to the traveling public or impacts the traffic pattern to be scheduled at night. Movement of equipment, materials, furniture and trash removal is on a NOT TO INTERFERE BASIS WITH THE AIRPORT OPERATION. Project work hours and phasing as identified in the Contract Documents are identified within the Contract Documents and further discussed in the Pre-Construction Meeting through a contractor's logistics plan. *All employees will require Customs Seals on their ATL badges to complete this scope of work.*
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 January 30, 2020. 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. **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.
14. **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.
15. **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.
16. **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.
17. **Pre-Bid conference:** A pre-bid conference will be held on **Thursday, January 23 at 1pm** in the AATC Offices, located at HJAIA's North Terminal, 3<sup>rd</sup> floor.
18. **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.
19. **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.

19.0.3. 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.

19.0.4. 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.

19.0.5. 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.

19.0.6. 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.

19.0.6.1 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.

19.0.6.2 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.

19.0.6.3 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.

19.0.6.4 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.

19.0.6.5 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.

19.0.6.6 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.

19.0.6.7 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.

19.0.6.8 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.

19.0.6.9 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.

19.0.6.10 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.

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

19.0.7 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.

19.0.7.1 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.

19.0.7.2 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).

19.0.7.3 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).

19.0.7.4 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.**

19.0.7.5 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.

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

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

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

19.0.7.6.3 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.

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

19.0.7.6.5 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.

19.0.7.6.6 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.

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

19.0.7.6.8 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.

19.0.7.6.9 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.

19.0.7.6.10 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.

#### 19.0.7.7 Construction Contracts within sterile area (inside Terminal, Concourses)

19.0.7.7.1 Highest level of Security required.

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

19.0.7.7.3 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.

19.0.7.7.4 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.

19.0.8 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.

19.0.8.1 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.

19.0.9 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.

19.0.9.1 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) 530-1912. 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.

19.0.9.2 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.

19.0.9.3 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.

19.0.9.4 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.

19.0.10 Dumpsters. Contractor will coordinate the use of Dumpsters/Open Tops with AATC for the Project and will coordinate Trash Removal.

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

19.0.11 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.

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

19.0.11.2 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.

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

19.0.11.4 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.

19.0.12 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.

19.0.13 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.

19.0.13.1 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 if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

19.0.14 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.

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

20. **Safety:**

20.1 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.

20.2 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.

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

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

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

20.4 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.

20.4.1 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.

20.5 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.

20.6 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.

20.7 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.

20.8 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.

21. **Safety, Health, Security Programs:**

21.1 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:

21.2 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:

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

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

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

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

21.2.5 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.

21.2.6 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.

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

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

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

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

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

21.3 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:

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

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

21.3.3 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.

21.3.4 Evacuation procedures and fire drills as required by AATC.

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

21.4 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:

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

21.4.2 Accountability procedures for the requisition and issue of materials.

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

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

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

21.5 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:

21.5.1 Identification of Hazard Communication Program responsibility and accountability.

21.5.2 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.

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

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

21.6 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:

21.6.1 Interstate EMR:	<b>1.00</b>
21.6.2 State EMR:	<b>1.00</b>
21.6.3 LWDC:	<b>4.00</b>
21.6.4 OSHA Record able:	<b>7.50</b>

22. **Protection of Airport Operations Systems**

22.1 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.

22.2 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.

23. **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.

24. **Bidding Documents**

- a. Construction Documents
  - (i) E Concourse Central Utility Plant Replacement (ECUP) Issued for Construction documents (plans and specifications) dated December 6, 2019
  - (ii) Commissioning Services Specifications Section 290010 (included in ITB), Dated December 6, 2019
- b. Bid Forms
  - (i) ECUP Enhancements Commissioning Services Base Bid
- c. Non-influence and Non-Collusion Affidavit
- d. Request for Information Form
- e. Sample Contract
- f. COA EBO Documents for Project
- g. COA Forms 1 and 2
- h. AATC Construction Guidelines:

[http://www.aatc.org/wp-content/themes/aatc/forms/AATC\\_ConstructionGuidelines.pdf](http://www.aatc.org/wp-content/themes/aatc/forms/AATC_ConstructionGuidelines.pdf)

**ECUP ENHANCEMENTS COMMISSIONING SERVICES**

**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 ENHANCEMENTS COMMISSIONING SERVICES** 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 2019-003D) dated January 9, 2020.

**I. SCOPE**

The following scope is provided as a general overview of the project scope: (This project summary is provided as an overview only and should not be used to scope the project. Refer to the Specifications provided for Commissioning (Section 290010) and project plans and specification documents for all details. The scope of work for this project is identified within the project specifications attached to this ITB.

**General Information and Overview of Equipment/Systems Replacement:**

**ECUP (Central Plant):**

- The replacement/installation of chillers, pumps and connection piping, with new housekeeping pads and inertia bases
- Enabling work to include Valve Commissioning Services
- (4) 1800 Ton Chillers to replace Existing Chillers 1-4.
- C&D by E piping flush and gauge installation with subsequent support for Hydronic Testing
- Installation of miscellaneous steel for new piping support as identified
- Project Sequencing of Installation notes on M001

**Cooling Towers:**

- The procurement, replacement and installation of cooling towers, associated stairs (2), piping connections and identified ancillary systems.
- Structural repair of the cooling tower basin
- Conversion of interior space into a cooling tower VFD room with a rooftop unit installed adjacent to the room
- Repair and replacement of roofing at new mechanical equipment, stairs, and penetrations.
- Project Sequencing of Installation notes on M001

**Boilers (Add Alternate):**

- The procurement, replacement and installation of boiler and pump with multiple smaller boilers and pumps as identified.
- New housekeeping pads
- Miscellaneous steel for new piping support
- Repair at roof at existing boiler flume penetrations and new penetrations for new boiler flues
- Project Sequencing of Installation notes on M001

**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:**

**February 6, 2020 by 1:00PM**

**Expected NTP:**

**February 20, 2020**

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 ENHANCEMENTS COMMISSIONING SERVICES**

**2019-003D BID FORM**

DATE: \_\_\_\_\_, 2020

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 ENHANCEMENTS COMMISSIONING SERVICES**

PROJECT NO. **2019-003D**

ACKNOWLEDGE RFI's: Date: \_\_\_\_\_

**1. BASE BID:**

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

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

\_\_\_\_\_ Dollars

(\$ \_\_\_\_\_ ) which Sum is hereinafter called the "**ECUP Enhancements Commissioning Services Base Bid**".

2. **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.

**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 Enhancements Commissioning Services 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 \_\_\_\_\_ 2020.

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 \_\_\_\_\_ 2020.

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

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



**SAMPLE CONTRACT**



**AGREEMENT  
BETWEEN OWNER AND COMMISSIONING AGENT  
FOR PROFESSIONAL SERVICES**

AATC 2019-003D

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**AGREEMENT  
BETWEEN OWNER AND COMMISSIONING AGENT  
FOR PROFESSIONAL SERVICES  
AATC 2019-003D**

This Contract made as of this day of        2020, by and between Atlanta Airlines Terminal Company (AATC), Atlanta, Georgia ("Owner") and ("Commissioning Agent"). Owner's Project, of which the Commissioning Agent's services under this Agreement are a part, is generally identified as follows: Design and Commissioning Agenting Services ("Project"). Other terms used in this Agreement are defined in Article 7. Commissioning Agent's services under this agreement are generally identified as follows: includes several modifications to the current design of the chilled water and heating hot water systems in the E-CUP.

Owner and Commissioning Agent further agree as follows:

**ARTICLE 1 – SERVICES OF COMMISSIONING AGENT**

1.01 *Scope*

- A. Commissioning Agent shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

**ARTICLE 2 – OWNER'S RESPONSIBILITIES**

2.01 *General*

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Commissioning Agent as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Commissioning Agent pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Commissioning Agent pursuant to this Agreement. Commissioning Agent may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Commissioning Agent whenever Owner observes or otherwise becomes aware of:
  - 1. any development that affects the scope or time of performance of Commissioning Agent's services;
  - 2. the presence at the Site of any Constituent of Concern; or
  - 3. any relevant, material defect or nonconformance in: (a) Commissioning Agent's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

## **ARTICLE 3 – SCHEDULE FOR RENDERING SERVICES**

### **3.01 Commencement**

- A. Commissioning Agent is authorized to begin rendering services as of the Effective Date.

### **3.02 Time for Completion**

- A. Commissioning Agent shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Commissioning Agent, such periods of time or dates are changed, or the orderly and continuous progress of Commissioning Agent's services is impaired, or Commissioning Agent's services are delayed or suspended, then the time for completion of Commissioning Agent's services, and the rates and amounts of Commissioning Agent's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Commissioning Agent's services, then the time for completion of Commissioning Agent's services, and the rates and amounts of Commissioning Agent's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Commissioning Agent's performance of its services.
- E. If Commissioning Agent fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

## **ARTICLE 4 – INVOICES AND PAYMENTS**

### **4.01 Invoices**

- A. *Preparation and Submittal of Invoices:* Commissioning Agent shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. Commissioning Agent shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 45 days of receipt.

### **4.02 Payments**

- A. *Failure to Pay:* If Owner fails to make any payment due Commissioning Agent for services and expenses within 45 days after receipt of Commissioning Agent's invoice, then:
  - 1. Commissioning Agent may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Commissioning Agent for any such suspension.
- B. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Commissioning Agent in writing of the specific basis for doing

so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.

- C. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Commissioning Agent's services or compensation under this Agreement, then Commissioning Agent may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Commissioning Agent for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Commissioning Agent is entitled under the terms of Exhibit C.

## **ARTICLE 5 – OPINIONS OF COST**

### **5.01** *Opinions of Probable Construction Cost*

- A. Commissioning Agent's opinions (if any) of probable Construction Cost are to be made on the basis of Commissioning Agent's experience, qualifications, and general familiarity with the construction industry.
- B. Commissioning Agent may also engage the services of a professional Cost Consultant for preparation of the Opinion of Probable Construction Cost

### **5.02** *Opinions of Probable Construction Cost Submittal*

- A. Commissioning Agent shall have an Opinion of Probable Construction Cost prepared within 2 weeks following a design progress submittal or design milestones.

## **ARTICLE 6 – GENERAL CONSIDERATIONS**

### **6.01** *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional Commissioning Agenting and related services performed or furnished by Commissioning Agent under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Commissioning Agent makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Commissioning Agent.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Commissioning Agent's services. Commissioning Agent shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Commissioning Agent may retain such Consultants as Commissioning Agent deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Commissioning Agent and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
1. Commissioning Agent and Owner shall comply with applicable Laws and Regulations.
  2. Commissioning Agent shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Commissioning Agent's performance of services under this Agreement and that Owner provides to Commissioning Agent in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
  3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Commissioning Agent's scope of services, times of performance, or compensation:
    - a. changes after the Effective Date to Laws and Regulations;
    - b. the receipt by Commissioning Agent after the Effective Date of Owner-provided written policies and procedures;
    - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Commissioning Agent shall not be required to sign any document, no matter by whom requested, that would result in the Commissioning Agent having to certify, guarantee, or warrant the existence of conditions whose existence the Commissioning Agent cannot ascertain. Owner agrees not to make resolution of any dispute with the Commissioning Agent or payment of any amount due to the Commissioning Agent in any way contingent upon the Commissioning Agent signing any such document.
- G. Commissioning Agent shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Commissioning Agent have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Commissioning Agent shall not be responsible for the acts or omissions of any Constructor.
- H. Commissioning Agent neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- I. Commissioning Agent shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Commissioning Agent or its Consultants.
- J. Commissioning Agent is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- K. Commissioning Agent's services do not include providing legal advice or representation.

- L. While at the Site, Commissioning Agent, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Commissioning Agent has been informed in writing.

#### 6.02 *Use of Documents*

- A. All Documents are instruments of service, and Commissioning Agent shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Commissioning Agent) whether or not the Project is completed.
- B. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Commissioning Agent grants Owner an unlimited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Commissioning Agent of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Commissioning Agent, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Commissioning Agent; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Commissioning Agent, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Commissioning Agent or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Commissioning Agent and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Commissioning Agent; and (4) such limited license to Owner shall not create any rights in third parties.
- C. If Commissioning Agent at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Commissioning Agent at rates or in an amount to be agreed upon by Owner and Commissioning Agent.

#### 6.03 *Electronic Transmittals*

- A. Owner and Commissioning Agent may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Commissioning Agent shall jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

#### 6.04 *Insurance*

- A. Commissioning Agent shall procure and maintain insurance as set forth in Exhibit G. Commissioning Agent shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Commissioning Agent.
- B. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Commissioning Agent's interests in the Project. Owner shall require Contractor to cause Commissioning Agent and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- C. Commissioning Agent shall deliver certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Commissioning Agent's services and at renewals thereafter during the life of the Agreement.
- D. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Commissioning Agent or its Consultants. Owner and Commissioning Agent waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Commissioning Agent shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.
- E. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- F. At any time, Owner may request that Commissioning Agent or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Commissioning Agent shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

#### 6.05 *Suspension and Termination*

- A. *Suspension:*
  - 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Commissioning Agent.

2. *By Commissioning Agent:* Commissioning Agent may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Commissioning Agent for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.
- B. *Termination:* The obligation to provide further services under this Agreement may be terminated:
1. For cause,
    - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
    - b. by Commissioning Agent:
      - 1) upon seven days written notice if Owner demands that Commissioning Agent furnish or perform services contrary to Commissioning Agent's responsibilities as a licensed professional; or
    - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
  2. For convenience, by Owner effective upon Commissioning Agent's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Commissioning Agent to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.05, Commissioning Agent will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
  2. In the event of termination by Owner for convenience or by Commissioning Agent for cause, Commissioning Agent shall be entitled, in addition to invoicing for those items

identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Commissioning Agent's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

#### 6.06 *Controlling Law*

- A. This Agreement is to be governed by the Laws and Regulations by the state of Georgia and the Authority Having Jurisdiction (AHJ) under the City of Atlanta

#### 6.07 *Successors, Assigns, and Beneficiaries*

- A. Owner and Commissioning Agent are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Commissioning Agent (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Commissioning Agent) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Commissioning Agent may not assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
  - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Commissioning Agent to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
  - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Commissioning Agent and not for the benefit of any other party.
  - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

#### 6.08 *Dispute Resolution*

- A. Owner and Commissioning Agent agree to negotiate all disputes between them in good faith should any disputes arise.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H.

#### 6.09 *Environmental Condition of Site*

- A. Owner represents to Commissioning Agent that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Commissioning Agent, exist at or adjacent to the Site.
- B. If Commissioning Agent encounters or learns of an undisclosed Constituent of Concern at the Site, then Commissioning Agent shall notify (1) Owner and (2) appropriate governmental officials if Commissioning Agent reasonably concludes that doing so is required by applicable Laws or Regulations.
- C. It is acknowledged by both parties that Commissioning Agent's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Commissioning Agent or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Commissioning Agent may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. Owner acknowledges that Commissioning Agent is performing professional services for Owner and that Commissioning Agent is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Commissioning Agent's activities under this Agreement.

#### 6.10 *Indemnification and Mutual Waiver*

- A. *Indemnification by Commissioning Agent:* To the fullest extent permitted by Laws and Regulations, Commissioning Agent shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Commissioning Agent or Commissioning Agent's officers, directors, members, partners, agents, employees, or Consultants.
- B. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Commissioning Agent and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or

destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- C. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- D. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Commissioning Agent, and all other negligent entities and individuals.
- E. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Commissioning Agent waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

#### 6.11 *Records Retention*

- A. Commissioning Agent shall maintain on file in legible form, for a period of ten (10) years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Commissioning Agent's services or pertinent to Commissioning Agent's performance under this Agreement. Upon Owner's request, Commissioning Agent shall provide a copy of any such item to Owner at cost.

#### 6.12 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Commissioning Agent, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- D. *Waiver:* A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

## ARTICLE 7 – DEFINITIONS

### 7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
  2. *Additional Services*—The services to be performed for or furnished to Owner by Commissioning Agent in accordance with Part 2 of Exhibit A of this Agreement.
  3. *Agreement*—This written contract for professional services between Owner and Commissioning Agent, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
  4. *Application for Payment*—The form acceptable to Commissioning Agent which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
  5. *Basic Services*—The services to be performed for or furnished to Owner by Commissioning Agent in accordance with Part 1 of Exhibit A of this Agreement.
  6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
  7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Commissioning Agent concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.
  8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the

Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Commissioning Agent under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Commissioning Agent or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Commissioning Agent, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Commissioning Agent to furnish services with respect to this Project as Commissioning Agent’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.
17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Commissioning Agent to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Commissioning Agent*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Commissioning Agent which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Commissioning Agent's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by Commissioning Agents, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Commissioning Agent under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Commissioning Agent as an Additional Service and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Commissioning Agent and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Commissioning Agent in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Commissioning Agent assigned to assist Commissioning Agent at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.
28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Commissioning Agent, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Commissioning Agent or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.
37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Commissioning Agent, ordering an addition, deletion, or revision in the Work.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

## **ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS**

### **8.01 *Exhibits Included:***

- A. Exhibit A, Commissioning Agent's Services and Specifications
- B. Exhibit B, Owner's Responsibilities.
- C. Exhibit C, Payments to Commissioning Agent for Services
- D. Exhibit D, Insurance.
- E. Exhibit H, Dispute Resolution.
- F. Exhibit I, Limitations of Liability.
- G. Exhibit J, Special Provisions.
- H. Exhibit K, Amendment to Owner-Commissioning Agent Agreement.
- I. Exhibit L, Design & Commissioning Agenting Milestone Design schedule

### **8.02 *Total Agreement***

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Commissioning Agent and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

### **8.03 *Designated Representatives***

- A. With the execution of this Agreement, Commissioning Agent and Owner shall designate specific individuals to act as Commissioning Agent's and Owner's representatives with respect to the services to be performed or furnished by Commissioning Agent and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

### **8.04 *Commissioning Agent's Certifications***

- A. Commissioning Agent certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
  1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

**IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.**

Owner: [ Atlanta Airlines Terminal Company ]

Commissi [ ]  
oning  
Agent:

By: [ ]  
Print name: [ Dr. Kofi Smith ]  
Title: [ President and CEO ]  
Date Signed: [ ]

By: [ ]  
Print name: [ ]  
Title: [ ]  
Date Signed: [ ]

Commissioning Agent License or Firm's Certificate No. (if required):  
[ ]  
State of: [ ]

Address for Owner's receipt of notices:  
[ 6000 North Terminal Parkway  
Hartsfield Jackson Atlanta International Airport  
Atlanta, GA 30320 ]

Address for Commissioning Agent's receipt of notices:  
[ ]

Designated Representative (Paragraph 8.03.A):  
[ Gary Merrow ]  
Title: [ Vice President, Facilities ]  
Phone Number: [ 404-530-2100 ]  
E-Mail Address: [ GMerrow@aatc.org ]

Designated Representative (Paragraph 8.03.A):  
[ ]  
Title: [ ]  
Phone Number: [ ]  
E-Mail Address: [ ]

This is **EXHIBIT A**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Commissioning Agent for Professional Services** dated [ ].

## **Commissioning Agent's Services**

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Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Commissioning Agent shall provide Basic and Additional Services as set forth below.

### **PART 1 – BASIC SERVICES**

#### **A1.01 Construction Phase**

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Commissioning Agent shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Commissioning Agent in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Commissioning Agent, then Owner shall compensate Commissioning Agent for any related increases in the cost to provide Construction Phase services. Commissioning Agent shall not be required to furnish or perform services contrary to Commissioning Agent's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Commissioning Agent, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.
  2. *Pre-Construction Conference:* Participate in a pre-construction conference prior to commencement of Work at the Site.
  3. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Commissioning Agent during the Construction Phase and Post-Construction Phase.
  4. *Original Documents:* If requested by Owner to do so, maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Commissioning Agent and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
  5. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Commissioning Agent, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.

6. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Commissioning Agent's judgment are necessary to enable Contractor to proceed.
7. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
  - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Commissioning Agent deems necessary, to observe as an experienced and qualified professional the progress of Contractor's executed Work. Such visits and observations by Commissioning Agent, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Commissioning Agent in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Commissioning Agent's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Commissioning Agent will determine in general if the Work is proceeding in accordance with the Construction Contract Documents, and Commissioning Agent shall keep Owner informed of the progress of the Work.
  - b. The purpose of Commissioning Agent's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Commissioning Agent to better carry out the duties and responsibilities assigned to and undertaken by Commissioning Agent during the Construction Phase, and, in addition, by the exercise of Commissioning Agent's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Commissioning Agent shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Commissioning Agent have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Commissioning Agent neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
8. *Defective Work:* Reject Work if, on the basis of Commissioning Agent's observations, Commissioning Agent believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.

9. *Compatibility with Design Concept:* If Commissioning Agent has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
10. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.
11. *Non-reviewable Matters:* If a submitted matter in question concerns the Commissioning Agent's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other Commissioning Agenting or technical matters, then Commissioning Agent will promptly give written notice to Owner and Contractor that Commissioning Agent will not provide a decision or interpretation.
12. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Commissioning Agent may prepare and issue Field Orders requiring minor changes in the Work.
13. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
14. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
15. *Shop Drawings, Samples, and Other Submittals:* Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Commissioning Agent shall meet any Contractor's submittal schedule that Commissioning Agent has accepted.
16. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.

17. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Commissioning Agent's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Commissioning Agent shall be entitled to rely on the results of such inspections and tests.
- b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
- c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.

18. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other Commissioning Agenting or technical matters, then Commissioning Agent will notify the parties that the Commissioning Agent will not resolve the Change Proposal. (b) Provide information or data to Owner regarding Commissioning Agenting or technical matters pertaining to Claims.

19. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Commissioning Agent's review of record documents shall be to check that Contractor has submitted all pages.

20. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining Commissioning Agenting or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.

21. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: [ ] **[List any such tasks or deliverables here.]**

22. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Commissioning Agent may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Commissioning Agent shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Commissioning Agent’s knowledge, information, and belief, and based on the extent of the services provided by Commissioning Agent under this Agreement.
  23. *Standards for Certain Construction-Phase Decisions:* Commissioning Agent will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Commissioning Agent will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.
- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Commissioning Agent for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Commissioning Agent shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

#### A1.02 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Commissioning Agent shall:
1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
  2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract’s correction period.

This is **EXHIBIT B**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Commissioning Agent for Professional Services** dated [ ].

## **Owner's Responsibilities**

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Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Commissioning Agent with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Commissioning Agent regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies of all design and construction standards, Owner's standard forms, general conditions, supplementary conditions, text, and related documents and content for Commissioning Agent to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other Commissioning Agenting or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Commissioning Agent any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Arrange for safe access to and make all provisions for Commissioning Agent to enter upon public and private property as required for Commissioning Agent to perform services under the Agreement.
- E. Recognizing and acknowledging that Commissioning Agent's services and expertise do not include the following services, provide, as required for the Project:
  - 1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Commissioning Agent reasonably requests.
  3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- F. If Owner designates a construction manager or an individual or entity other than, or in addition to, Commissioning Agent to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Commissioning Agent.
  - G. If more than one prime contract is to be awarded for the Work designed or specified by Commissioning Agent, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Commissioning Agent as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
  - H. Inform Commissioning Agent in writing of any specific requirements of safety or security programs that are applicable to Commissioning Agent, as a visitor to the Site.
  - I. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Commissioning Agent (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
  - J. Inform Commissioning Agent regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
  - K. Advise Commissioning Agent as to whether Commissioning Agent's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
  - L. Place and pay for advertisement for Bids in appropriate publications.
  - M. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
  - N. Authorize Commissioning Agent to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.

This is **EXHIBIT C**, consisting of [ ] pages, referred to in and part of the Agreement between Owner and Commissioning Agent for Professional Services dated [ ].

**Payments to Commissioning Agent for Services and Reimbursable Expenses**  
**COMPENSATION PACKET BC-1: Basic Services – Lump Sum**

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**ARTICLE 2 – OWNER’S RESPONSIBILITIES**

**C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment**

- A. Owner shall pay Commissioning Agent for Basic Services set forth in Exhibit A, except for services of Commissioning Agent’s Resident Project Representative, if any, as follows:
  - 1. A Lump Sum amount of \$[ ] based on the bid received as of 2020.
  - 2. The Lump Sum includes compensation for Commissioning Agent’s services and services of Commissioning Agent’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
  - 3. The portion of the Lump Sum amount billed for Commissioning Agent’s services will be based upon Commissioning Agent’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Commissioning Agent may also bill for any such Reimbursable Expenses incurred during the billing period.
- A. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding [ ] months. If such period of service is extended, the compensation amount for Commissioning Agent's services shall be appropriately adjusted.

This is **EXHIBIT G**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Commissioning Agent for Professional Services** dated [ ].

## **Insurance**

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Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

### G6.05 *Insurance*

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Commissioning Agent:

a. Workers' Compensation: Statutory

b. Employer's Liability --

- 1) Bodily injury, each accident: \$[ ]
- 2) Bodily injury by disease, each employee: \$[ ]
- 3) Bodily injury/disease, aggregate: \$[ ]

c. General Liability --

- 1) Each Occurrence (Bodily Injury and Property Damage): \$[ ]
- 2) General Aggregate: \$[ ]

d. Excess or Umbrella Liability --

- 1) Per Occurrence: \$[ ]
- 2) General Aggregate: \$[ ]

e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):

\$[ ]

f. Professional Liability --

- 1) Each Claim Made \$[ ]
- 2) Annual Aggregate \$[ ]

g. Other (specify): \$[ ]

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

- a. [ ]  
Commissioning Agent
- b. [ ]  
Commissioning Agent's Consultant
- c. [ ]  
Commissioning Agent's Consultant
- d. [ ]  
[other]

- 2. During the term of this Agreement the Commissioning Agent shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.
- 3. The Owner shall be listed on Commissioning Agent's general liability policy as provided in Paragraph 6.05.A.

This is **EXHIBIT H**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Commissioning Agent for Professional Services** dated [ ].

## Dispute Resolution

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Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

### H6.08 *Dispute Resolution*

- A. *Mediation*: Owner and Commissioning Agent agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof (“Disputes”) to mediation by ***[here insert name of mediator, or mediation service]***. Owner and Commissioning Agent agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT K**, consisting of [ ] pages, referred to in and part of the **Agreement between Owner and Commissioning Agent for Professional Services** dated [ ].

## AMENDMENT TO OWNER-COMMISSIONING AGENT AGREEMENT

Amendment No. \_\_\_\_\_

The Effective Date of this Amendment is: \_\_\_\_\_.

### Background Data

Effective Date of Owner-Commissioning Agent Agreement:

Owner:

Commissioning Agent:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

\_\_\_\_ Additional Services to be performed by Commissioning Agent

\_\_\_\_ Modifications to services of Commissioning Agent

\_\_\_\_ Modifications to responsibilities of Owner

- \_\_\_\_\_ Modifications of payment to Commissioning Agent
- \_\_\_\_\_ Modifications to time(s) for rendering services
- \_\_\_\_\_ Modifications to other terms and conditions of the Agreement

Description of Modifications:

*Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.*

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): \_\_\_\_\_

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Commissioning Agent hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

Atlanta Airlines Terminal Company:

COMMISSIONING AGENT:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

By: \_\_\_\_\_  
Print  
name: \_\_\_\_\_

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

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

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**COMMISSIONING SPECIFICATIONS SECTION 290010**

SECTION 290010

COMMISSIONING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. General provisions and mechanical, and electrical systems are specified in Divisions 21, 22, 23, and 26. 26, and 28.
- B. This Division covers the commissioning of mechanical, and electrical systems.
- C. Commissioning is the systematic process of ensuring that all building mechanical and electrical systems perform interactively according to the Owner's project requirements and the operational requirements specified in other Divisions. The Commissioning Authority shall oversee and coordinate equipment start-up, system performance, testing, adjusting, and balancing, control system calibration, construction and system documentation, and Owner training.
- D. Specific requirements of the commissioning process and responsibilities, duties, and obligations of the Commissioning Authority are described in this Section. To accomplish these duties, the Commissioning Authority shall coordinate his activities with other entities.

1.2 REFERENCES

- A. ASHRAE Guideline 0.2-2015, Commissioning Process for Existing Systems and Assemblies.
- B. ASHRAE Guideline 1.1-2007, The HVAC+R Technical Requirements for the Commissioning Process.
- C. ASHRAE Guideline 4-2019, Preparation of Operating and Maintenance Documentation for Building Systems.

1.3 DEFINITIONS

- A. The following terms are used in this Section:
  - 1. Acceptance phase - phase of construction after initial start-up and check-out when functional testing, operational training, and operating and maintenance documentation development and review occurs.
  - 2. Basis of design - the documentation of the primary thought processes and assumptions behind design decisions that were made to meet the Owner's project requirements. The basis of design describes the intent of the project and the systems, components, conditions, and methods chosen to meet the Owner's project requirements.
  - 3. Commissioning Authority - an independent entity, unless specifically approved otherwise by the Owner, not otherwise associated with the design team or the Contractor, though the Commissioning Authority may be hired as a subcontractor. The Commissioning Authority directs and coordinates the day-to-day commissioning activities. The Commissioning Authority does not have a construction oversight role.
  - 4. Commissioning plan - an overall plan that provides the structure, schedule, and coordination planning for the commissioning process.

5. Commissioning team - the group responsible for accomplishing the commissioning process.
6. Data logging - monitoring flows, currents, status, and pressures of equipment using stand-alone recording equipment, separate from the control system. Additional monitoring may be provided through the capabilities of the control system.
7. Deferred functional tests - functional tests that are performed after the date of substantial completion, the Architect's final certificate, due to partial occupancy, equipment and seasonal testing requirements, design, or other site conditions that do not allow meaningful testing of a system or piece of equipment during the normal commissioning sequence.
8. Owner's project requirements (OPR) - a dynamic document prepared by the Owner that provides the explanation of the ideas, concepts and criteria that are considered to be critical to the Owner's expectations. It is initially the outcome of the programming and conceptual design phases.
9. Factory testing - testing of equipment at the factory (or on-site) by factory personnel with an Owner's representative present.
10. Functional tests - tests of the dynamic function and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional testing is the dynamic testing of systems (rather than just components) under full operation (e.g., the chilled water pump is tested interactively with the chiller functions to determine if the pump ramps up and down to maintain the differential pressure setpoint). Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied modes, varying outside air temperatures, fire alarm modes, and power failure. The systems are run through the control system's sequences of operation and components are verified to respond properly. The Commissioning Authority develops the functional test procedures in a sequential written form, coordinates, oversees and documents the actual testing, which is performed by the Contractor. Performance verification tests are performed after prefunctional checklists and start-up are complete.
11. Indirect indicators - indicators of a response or condition, such as a reading from a control system screen reporting a damper to be 100% closed.
12. Manual tests - using hand-held instruments, immediate control system read-outs or direct observation to verify performance (as opposed to analyzing monitored data taken over time to make the "observation").
13. Monitoring - the recording of parameters (flow, current, status, or pressure) of equipment operation using data loggers or the trending capabilities of control systems.
14. Over-written value - manually overriding a sensor value in the control system to determine the response of a system (e.g., changing the outside air temperature value from 50°F to 75°F to verify economizer operation). Also see "Simulated Signal."
15. Owner-contracted tests - tests paid for by the Owner which the Commissioning Authority does not oversee. These tests are not repeated during functional testing if properly documented.
16. Performance verification supervisors - contractor provided supervisor for each discipline who is responsible for scheduling, supervising, and coordinating and executing the start-up, testing, and performance verification activities for systems required to be commissioned.
17. Phased commissioning - commissioning that is completed in phases (by floors, for example) due to the size of the structure or other scheduling issues, in order minimize the total construction time.
18. Prefunctional checklists - lists of items to inspect and elementary component tests to conduct to verify proper installation of equipment, provided by the Contractor to the Commissioning Authority. Prefunctional checklists are primarily static inspections and

procedures to prepare the equipment or system for initial operation (e.g., belt tension, oil levels, labels affixed, gauges in place, sensors calibrated). However, some prefunctional checklist items may entail simple testing of the function of a component, a piece of equipment or system (such as measuring the voltage imbalance on a 3-phase pump motor). The word prefunctional refers to testing to be accomplished prior to the formal functional testing of the installed equipment. Prefunctional checklists augment and are often combined with the manufacturer's start-up checklist. For most equipment, the Contractor will execute the checklists.

19. Sampling - functional testing of only a fraction of the total number of identical or near identical pieces of equipment.
20. Simulated condition - a condition that is artificially created for the purpose of testing the response of a system (e.g., applying a hair dryer to a space temperature sensor to determine the response of a variable volume terminal unit).
21. Simulated signal - disconnecting a sensor and using a signal generator to send an amperage, resistance, or pressure to the transducer and control system to simulate a sensor value.
22. Start-up - the initial starting or activating of dynamic equipment, including executing prefunctional checklists.
23. Test, adjust, and balance - the process of measuring the actual flows of the air and hydronic systems, adjusting these flows to the values required by the construction documents, and documenting the results.
24. Trending - monitoring of equipment performance over a period of time, using data logging equipment or the building control system.

#### 1.4 QUALITY ASSURANCE

- A. Supervision, coordination, and documentation of the commissioning process shall be the direct responsibility of the Commissioning Authority, who shall be a member of the Building Commissioning Association, a NEBB certified commissioning supervisor, and have a minimum of 10 years experience in the design and/or construction of mechanical and electrical systems. The Commissioning Authority shall become familiar with the Owner's project requirements and the basis of design documentation, and project documents, and shall assume responsibility for the overall system commissioning effort.

#### 1.5 COORDINATION

- A. The Commissioning Authority shall be hired by the Owner. The Commissioning Authority shall direct and coordinate the activities of the commissioning team.
- B. The commissioning team shall consist of the Commissioning Authority, the Owner, the design team, the Contractor, and associated subcontractors.
- C. Scheduling: the Commissioning Authority shall schedule the commissioning activities of the Project and shall coordinate this schedule with the Contractor. The Commissioning Authority shall provide 2 weeks notice to the Contractor of commissioning activities.

#### 1.6 COMMISSIONING PROCESS

- A. The primary role of the Commissioning Authority shall be to develop and coordinate the execution of a commissioning plan; observe and document the installation, check-out, start-up, and testing

of equipment and systems to establish that they are functioning in accordance with the requirements of the construction documents. The Commissioning Authority shall not be responsible for design concept, design criteria, compliance with codes, design, construction scheduling, cost estimating, construction management, or construction supervision. The Commissioning Authority may assist the design team with problem solving, or the Contractor with the correction of nonconformance items or deficiencies. The Commissioning Authority is not responsible for providing tools required to start, check-out and perform functional tests of equipment and systems, except for specified testing with supplemental portable data-loggers, which shall be supplied and installed by the Commissioning Authority.

- B. Construction phase: ensure that the Project requirements, as defined by the construction documents, are met, and achieve the following specific objectives:
1. Within 30 days of commencement of construction, schedule, plan, and conduct a commissioning scoping meeting to review the commissioning process and the draft commissioning plan and schedule with the commissioning team. With the input of the commissioning team, revise the draft commissioning plan and develop the working commissioning schedule.
  2. Coordinate and direct the commissioning activities in a logical, sequential, and efficient manner using centralized documentation, periodic communications, and consultations with the commissioning team. Schedule additional commissioning meetings to plan, scope, coordinate, schedule future activities, and resolve problems throughout construction. Commissioning meetings shall initially be scheduled monthly until prefunctional testing of equipment and systems begins, and weekly thereafter. Record and distribute the meeting minutes for commissioning meetings.
  3. Be responsible for the continuous updating, maintenance, revision, and coordination of the commissioning activities as construction progresses, coordinate the commissioning, and, with the Contractor, ensure that commissioning activities are included in the master project schedule.
  4. Review submittals applicable to systems being commissioned, including the Contractor's proposed detailed start-up procedures, concurrent with the Engineer's reviews and provide comments to the Architect Engineer and the Owner. The Commissioning Authority's review shall be for compliance with commissioning needs, and to aid in the development of functional testing procedures and only secondarily to review for compliance with equipment specifications.
  5. Request and review additional information as required to perform the assigned commissioning tasks, including review of operations and maintenance materials and Contractor start-up and check-out procedures.
  6. Develop specific functional test procedures and forms to document the proper operation of each piece of equipment and system. Submit the proposed functional tests to the Engineer for review and approval, and provide a copy of the proposed functional test procedures to the Contractor who shall review the proposed tests for feasibility, safety, and equipment warranty protection. Required performance testing may include control system trending, stand-alone data logger monitoring, and/or manual logging of system operation to demonstrate proper operation.

Functional test forms shall include (but not be limited to) the following information:

- a. Date.
- b. Project name.

- c. System and equipment or component name(s).
  - d. Equipment location and identification number.
  - e. Unique test identification number, and reference to unique prefunctional checklist and start-up documentation identification numbers for the piece of equipment.
  - f. Participating parties.
  - g. A reference to the specification describing the specific sequence of operations or parameters being tested or verified.
  - h. Formulae used in calculations.
  - i. Required pretest field measurements.
  - j. Instructions for setting up the test.
  - k. Special cautions or alarm limits.
  - l. Specific step-by-step procedures to execute the test, in a clear, sequential, and repeatable format.
  - m. Acceptance criteria of proper performance with provisions for clearly indicating whether or not proper performance of each part of the test was achieved.
  - n. A section for comments.
  - o. A signature and date block for the Commissioning Authority and participating parties.
7. Review the Contractor's start-up and prefunctional testing reports and provide on-site observation of start-up and prefunctional testing as specified herein.
  8. Review the proposed testing, adjusting, and balancing execution plan for completeness and requirements of the commissioning process and provide comments to the Contractor, Engineer, and Owner.
  9. Perform site visits, monthly until prefunctional testing of equipment and systems begins, then weekly through the completion of the Project, to review component and system installations. Concurrently, schedule and conduct commissioning planning and coordination meetings to review the construction progress and to assist in resolving discrepancies or issues relating to the commissioning process.
- C. Acceptance phase: demonstrate that the performance of the equipment and systems installed during the construction phase meets the requirements of the construction documents. Notify the Owner and Architect Engineer of deficiencies in results or procedures. Commissioning activity shall achieve the following specific objectives:
1. Witness 25% of the HVAC piping testing and flushing procedures.
  2. Witness 25% of any ductwork testing and cleaning procedures.
  3. Witness the first of the prefunctional test procedures for each type and/or size of equipment.
  4. Witness the testing and adjusting of the boilers to ensure compliance with emissions requirements specified herein.
  5. Observe the check-out, calibration, and functional testing of the automatic temperature control system and approve it for use for the testing, adjusting, and balancing effort before the test and balance procedures begin.
  6. Observe the test, adjust, and balance process by observing, at a minimum, the first test of each system type (e.g., chillers, boilers, pumps), and spot testing of subsequent equipment, sufficient to be confident that proper procedures were followed, and review of the Contractor's completed reports.
  7. Coordinate, witness, and approve functional tests of equipment and systems performed by the Contractor. Review functional test reports and analyze any trend logs, data logger reports, and other monitoring data to evaluate equipment and system performance.

- Document the performance of the functional testing and provide a comparison to the required performance, as defined by the construction documents.
8. Coordinate retesting as necessary until satisfactory performance is demonstrated.
  9. Maintain a master deficiency and resolution log and a separate testing record and provide written progress reports and test results with recommended corrective actions for observed deficiencies.
  10. Compile and submit a commissioning report to the Owner and Engineer documenting the results of the start-up, prefunctional testing, and functional testing.
  11. Review the Contractor's proposed training of the Owner's operating personnel, and provide comments to the Engineer and Owner.
  12. Coordinate and attend the Contractor-provided training sessions. Verify that the approved training has been properly completed.

## PART 2: PRODUCTS

### 2.01 TEST EQUIPMENT

- A. Data logging equipment, monitoring devices, specialized equipment, and software not specified in other Divisions to be provided by the Contractor, and provided by the Commissioning Authority to monitor, confirm, or verify the Contractor's testing procedures shall remain the property of the Commissioning Authority.
- B. Test equipment shall be of the quality and accuracy required to test and/or measure system performance with the tolerances specified and shall have been calibrated within the last 12 months, or as specified herein. Equipment shall be calibrated according to the manufacturer's recommended intervals and when dropped or damaged. Calibration tags shall be affixed or certificates available on request.
  1. Temperature sensors and digital thermometers shall have a certified calibration within the past 12 months and a resolution of  $\pm 0.1^{\circ}\text{F}$ . Accuracy of temperature test equipment shall be at least twice that of the instrumentation being tested.
  2. Humidity sensors shall have a certified calibration within the past 6 months and a resolution of  $\pm 1\%$ . Accuracy of humidity test equipment shall be at least twice that of the instrumentation being tested.
  3. Pressure sensors shall have a certified calibration within the 12 months and a resolution of 0.05% of sensor range. Accuracy of pressure test equipment shall be at least twice that of the instrumentation being tested.
  4. Accuracy of other sensors shall be at least twice that of the instrumentation being tested.

## PART 3: EXECUTION

### 3.01 REPORTING

- A. Provide a Commissioning Plan describing how the commissioning process will be accomplished including the following minimum information:
  1. An overview of the Project and how the commissioning process will be incorporated into the construction effort.
  2. A list of the equipment to be commissioned.

3. A list of the commissioning team members, their roles, responsibilities, and duties.
  4. A preliminary schedule for the commissioning process.
  5. A specific list of the acceptance criteria for the project - the minimum requirements for the equipment, systems, and overall project performance to declare the Project complete and acceptable.
- B. Provide regular reports to the Owner and members of the commissioning team as construction and commissioning progresses, keeping them apprised of commissioning progress and scheduling changes.
- C. Provide periodic commissioning reports to the commissioning team monthly until the first system test, and weekly thereafter until the completion of the Project. These reports shall include as a minimum the following:
1. Minutes of the previous commissioning meeting.
  2. Copies of requests for submittals by the Commissioning Authority.
  3. List of upcoming commissioning activities, as noted on project schedule.
  4. Copies of functional test requirements scheduled for the following 4 weeks.
  5. A list of outstanding discrepancies and the party responsible for corrective action.
- D. Provide a final commissioning report to the Owner. The final commissioning report shall contain at a minimum:
1. Copies of periodic commissioning reports.
  2. Copies of prefunctional test reports.
  3. Copies of functional test reports.
  4. Copies of appropriate trend data demonstrating that the functional requirements of the equipment and systems are being met and conditions maintained.
  5. Copies of the training report.

### 3.02 SYSTEMS TO BE COMMISSIONED

- A. Mechanical, and electrical shall be commissioned as defined in the following sections:
1. Section 21 00 90, Fire Suppression Performance Verification.
  2. Section 22 00 90, Plumbing Performance Verification.
  3. Section 23 00 90, HVAC Performance Verification.
  4. Section 26 00 90, Electrical Performance Verification.
  5. Section 28 30 90, Fire Detection and Alarm Performance Verification.

### 3.03 START-UP, PREFUNCTIONAL CHECKLISTS, AND INITIAL CHECK-OUT

- A. Contractor shall be responsible for the initial check-out and prefunctional testing of installed equipment and systems. The Commissioning Authority shall monitor the activities of the parties responsible for executing the required start-up, and prefunctional testing, as identified in the commissioning plan. The Commissioning Authority shall review the Contractor-furnished documentation of the start-up, initial check-out, and prefunctional test procedures for equipment and systems to ensure that there is written documentation that each of the manufacturer-recommended procedures have been completed.

- B. Observe the first prefunctional test procedures for each type and size equipment to ensure that the approved procedures are being followed.
  - 1. For lower-level components of equipment, (e.g., sensors, controllers), observe a sampling of the prefunctional and start-up procedures. In no case, shall the number of units witnessed be less than 20% of the total number of identical or very similar units.

3.04 PERFORMANCE VERIFICATION:

- A. Functional testing of equipment or systems shall be conducted only after prefunctional testing and start-up has been satisfactorily completed. Schedule functional tests with the Contractor. Direct, witness, and document the functional testing of equipment and systems to be commissioned. The Contractor shall be responsible for the execution of the functional tests.
- B. The functional testing shall demonstrate that each item of equipment and each system is operating according to the requirements of the construction documents. Each item of equipment and system undergoing functional testing shall be operated through all modes of operation where there is a required system response. Verify each action required in the sequences of operation has been accomplished according to the requirements.
- C. Functional testing shall proceed from components to subsystems to systems. When the proper performance of interacting individual systems has been achieved, the interface or coordinated responses between systems shall be tested.
- D. The proper and accurate operation of the control system shall be proven by functional testing and approved by the Commissioning Authority before it may be used for testing, adjusting and balancing activities or to verify performance of other components or systems. If authorized by the Commissioning Authority, portions of the control system may be tested and approved for these uses before the functional testing of the entire system is completed.
- E. Air and water balancing shall be completed and corrected as necessary before functional testing of air-related or water-related equipment or systems.
- F. Test Methods:
  - 1. Functional testing and verification shall be achieved by manual testing (direct manipulation of the equipment and observation of its response and performance) or by monitoring the performance using the control system's trend log capabilities or by stand-alone data loggers and analyzing the results. Functional test procedures shall specify which methods shall be used for each test. Determine which method is most appropriate for tests that do not have a method specified. The Commissioning Authority may substitute specified methods or require an additional method to be executed, other than that specified, if required to demonstrate the proper operation of the equipment or system being tested. Develop functional testing plans that define the allowable sampling procedures and that specify the procedures to be followed in the case of observed discrepancies or failures in the sample chosen for functional testing.

2. Ensure that each functional test is performed under conditions that simulate actual operating conditions as closely as is practically possible.
3. Simulation of operating conditions (not by an overwritten value) shall be allowed, at the Commissioning Authority's discretion, though timing the testing to experience actual conditions is encouraged wherever practical. Simulation of conditions shall be accomplished by subjecting the equipment to actual operating conditions by artificial means whenever possible.
4. Where actually achieving a simulated operating condition is impractical, as determined by the Commissioning Authority or identified in the functional test procedure, a signal generator which creates a simulated signal to test and calibrate transducers and DDC constants shall be used instead of using the sensor to act as the signal generator via simulated conditions or overwritten values. Signal generators or simulators shall be provided by the Contractor.
5. Overwriting sensor values to simulate a condition, such as overwriting the outside air temperature reading in a control system to be different than it really is, shall be allowed when approved by the Commissioning Authority, but shall be used with caution and avoided when possible. Simulation of the operating condition is preferable.
6. Altering setpoints: rather than overwriting sensor values, and when simulating conditions is difficult, altering setpoints shall be used to test a sequence.
7. Indirect indicators: relying on indirect indicators for responses or performance shall be allowed only after the Commissioning Authority has visually and directly verified that the indirect readings represent actual conditions and responses over the range of the tested parameters.

G. During the performance verification process, recommend solutions to deficiencies found.

### 3.05 RETESTING OF EQUIPMENT AND/OR SYSTEMS

- A. Prior to retesting of any performance verification test found to be deficient, submit the data indicating that the deficient items have been completed and/or corrected to the Commissioning Authority. After review of the submitted data, if the corrective measures are acceptable, the Commissioning Authority shall schedule and conduct a recheck. If during the retesting it becomes apparent that the deficient items have not been completed and/or corrected as indicated in the data provided by the Contractor, the retesting shall be stopped. Costs for the commissioning team to further supervise the retesting of a performance verification test shall be the responsibility of the Contractor.

### 3.06 DOCUMENTATION, NONCONFORMANCE, AND APPROVAL OF TESTS

- A. Documentation: witness and document the results of functional tests using the specific procedural forms developed for that purpose. Deficiencies or nonconformance issues shall be noted and reported with the test results. Include the completed test forms in the final commissioning report.
- B. As functional testing progresses and a deficiency is identified, discuss the issue and attempt to resolve the discrepancy with the Contractor.

1. When there is no dispute about the deficiency and the Contractor accepts responsibility for correcting it, document the deficiency and the Contractor's response and intentions and the testing shall proceed, if possible. Corrections of minor deficiencies identified may be made by the Contractor during the functional testing, at the discretion of the Commissioning Authority. In such cases the deficiency and resolution shall be documented on the functional test form. Every effort shall be made to expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the commissioning effort. When the Commissioning Authority determines that the required corrective actions will delay the testing process, document the observed deficiency and the proposed corrective action on the functional test form.
  2. When the identified deficiency is corrected, the Contractor shall sign the statement of correction at the bottom of the noncompliance form, certifying that the equipment is ready to be retested, and return the form to the Commissioning Authority. The Commissioning Authority shall schedule the retest of the equipment or system involved.
  3. If there is a dispute about an identified deficiency, document the deficiency and the Contractor's response, and submit the noncompliance report to the Owner and Architect, Engineer, with a copy furnished to the Contractor. Every attempt shall be made to resolve the dispute at the lowest management level possible. Other parties shall be brought into the discussions by the Commissioning Authority, as needed. Document the resolution process. When the dispute resolution has been decided, the appropriate party shall correct the deficiency, sign the statement of correction on the noncompliance form and return the form to the Commissioning Authority. The Commissioning Authority shall schedule the retest of the equipment or system involved. Final interpretive authority for any issue in dispute shall be the Architect, Engineer. Final acceptance authority shall be the Owner.
  4. Retain the original nonconformance forms until the end of the Project. The completed forms shall be delivered to the Owner as a part of the final commissioning report.
- C. Approval: note each satisfactorily demonstrated function on the functional test form. Formal approval of the functional tests shall be made after review of the test reports by the Commissioning Authority and Owner. Recommend acceptance of each test to the Owner using a standard form. The Owner shall give final approval on each test using the same form, providing a signed copy to the Commissioning Authority and the Contractor.

### 3.07 DEFERRED TESTING

- A. If any required prefunctional or functional test cannot be completed as scheduled, execution of checklists, and functional testing may be delayed upon approval of the Engineer and the Commissioning Authority. These deferred tests shall be conducted in the same manner as the seasonal tests as soon as possible.
- B. Schedule and coordinate any required seasonal testing, tests delayed until weather or other conditions are suitable for the demonstration of the equipment or system's performance. Seasonal testing shall be executed, documented, and deficiencies corrected as specified herein for functional testing. Any adjustments or corrections to the operations and maintenance manuals and record documents required by the results of the testing

shall be made before the seasonal testing process is considered complete. Schedule deferred testing with the Contractor, the Architect, Engineer, and the Owner.

3.08 OPERATION AND MAINTENANCE MANUALS

- A. Prior to the beginning of the specified training program, review the draft operation and maintenance manuals, equipment documentation, and as-installed drawings for systems that were commissioned and to verify compliance with the specifications. Communicate deficiencies in the manuals to the Owner and Contractor. When identified deficiencies have been corrected, recommend approval and acceptance of the operation and maintenance manuals to the Owner. Also, review each equipment warranty and verify that requirements needed to keep the warranty valid are clearly identified.
- B. Ensure that the Owner's project requirements and the basis of design are included in the first section of the operation and maintenance manuals. These narrative sections shall be updated to record status by the responsible parties.

END OF SECTION 290010



## CITY OF ATLANTA

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Keisha Lance Bottoms  
Mayor

OFFICE OF CONTRACT COMPLIANCE

Martin H. Clarke

Director

[Martin.Clark@ATL.com](mailto:Martin.Clark@ATL.com)

### MEMORANDUM

TO: David L. Wilson II, Chief Procurement Officer  
Department of Procurement

FROM: Martin H. Clarke- Interim Director  
Mayor's Office of Contract Compliance

RE: **EBO Documents for Project No.: AATC – 19-R-3178 FC-2019-003A-  
Concourse E Central Utility Plant (E-CUP) Enhancements**

DATE: **October 16, 2019**

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The EBO bid documents with project specific availability for Project No.: **AATC – 19-R-3178 FC-2019-003A- Concourse E Central Utility Plant (E-CUP) Enhancements** are enclosed.

The entire OCC package, including both the standard and project specific EBO/EEO sections must be included in the bid documents. Please note that the enclosed package is solely for this project.

If there are questions, please contact me at (404) 330-6013, or [Alberto Aponte](#) at (404) 330-6012.

cc: File  
[Max Lipscomb, OCC](#)  
[Philippe Jefferson, DOP](#)



## CITY OF ATLANTA

Keisha Lance Bottoms  
Mayor

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OFFICE OF CONTRACT COMPLIANCE  
Martin H. Clarke  
Director  
[Martin.Clarke@atl.com](mailto:Martin.Clarke@atl.com)

October 15, 2019

**RE: Project No.: AATC – 19-R-3178 FC-2019-003A- Concourse E Central Utility Plant (E-CUP) Enhancements**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance (OCC) information is an integral part of every eligible City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goals for minority and female business enterprise participation for this project and the EBO program reminders listed on page 6.

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

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

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**CITY OF ATLANTA**  
**EQUAL BUSINESS OPPORTUNITY (EBO)**

**POLICY STATEMENT**

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

## **Implementation of EBO Policy**

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

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

For suppliers, the Subcontractor Project Plan must include **all** subcontractors (majority and minority owned), the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number as applicable.

## **Determination of Non-discrimination During Bid Process**

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

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified M/FBEs as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, HABE, or FBE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an M/FBE, the M/FBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to change the subcontractor project plan must be submitted prior to any change in the plan or termination of an M/FBE's contract.

## OCC Review of Bidder Submissions

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

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

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

(b) Determination of Violation of EBO Process

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

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

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

## **Equal Business Opportunity Program Bid/RFP Submittals**

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

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's M/FBE Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The M/FBE Project Participation Plan, all executed subcontract agreements, operating agreements, other contract governing documents, along with all other pertinent records required by OCC as deemed necessary will be placed on file. Said documentation shall be in a format that is established by the Office of Contract Compliance and will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific M/FBE information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, require joint check issuance, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Sections 2-1452 and 2-1456.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2010 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

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

## **Joint Venture Participation on City of Atlanta Projects**

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member. **OCC has made the determination non-discriminatory outreach efforts to enter into a joint venture are required for this solicitation.**

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (EBO-1)

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

### Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- Provide the specific citation/section of your JV that speaks to the Contract's non-discrimination and assurance requirements
- All other pertinent factors of the joint venture.
- The JV Agreement must be signed by all parties and notarized.



**City of Atlanta Office of Contract Compliance**  
**Joint Venture Information Pre-Award Review-EBO**

**Proponent Instructions:** All Proponents must use their executed proposed JV agreement to complete the questions below (Attach additional pages if needed):

1. Name of Joint Venture:
2. Name, address and phone number of joint venture contact person serving as managing partner:

3. Firms participating in joint venture (use additional pages if necessary):

Name of firm:

Address:

Office Phone Number:

Primary Contact name/phone number:

% ownership: \_\_\_\_\_%

M/FBE:  No

Yes

Date of Certification:

NAICS code(s) for which certification was granted:

Name of firm:

Address:

Office Phone Number:

Contact name/phone number:

% ownership: \_\_\_\_\_%

M/FBE:  No

Yes

Date of Certification:

NAICS code(s) for which certification was granted:

4. Was there an M/FBE initial capital contribution required? Amount? \_\_\_\_\_
5. Does the JV document describe the portion of the work or elements of the business controlled by the M/FBE JV team member(s)?  No  Yes  
Referenced in What Section?
6. Does the JV document describe the portion of the work or elements of the business controlled by the non-M/FBE JV team member(s)?  No  Yes  
Referenced in What Section?
7. Does the JV document describe the M/FBE team member's involvement in the overall management of the joint venture. (e.g., participation on a management committee or managing board, voting rights, etc.)?  No  Yes Referenced in What Section?
8. Does the JV document list the M/FBE team member's share in the profits/risk in the joint venture:  No  Yes Referenced in What Section?
9. Does the JV document describe the roles and responsibilities of each joint venture participant with respect to operation of the joint venture (use additional sheets if necessary):  No  Yes Referenced in What Section?
  - a. Majority interest holder joint venture participant:

b. Minority interest holder joint venture participant(s):

10. Does the JV document detail which firm will be responsible for accounting functions relative to the joint venture's business?  No  Yes  
Referenced in What Section?
11. Does the JV document explain what authority each party will have to commit or obligate the other to insurance and bonding companies, financing institutions, suppliers, subcontractors, and/or other parties?  No  Yes Referenced in What Section?
12. Did the JV document provide the name of the person who will be responsible for hiring employees for the joint venture.  No  Yes Referenced in What Section?
13. Did The JV Describe the frequency of JV meetings, method for minutes taking, and storage for audit provisions?  No  Yes Referenced in What Section?
14. Are any of the proposed joint venture employees currently employees of any of the joint venture partners?  No  Yes If yes, list the number and positions and indicate which firm currently employs the individual(s)?

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15. Did the JV Detail the methods by which disputes are resolved?  
 No  Yes Referenced in What Section?

16. Is a copy of the proposed joint venture agreement, promissory note(s), and loan agreement(s) (if applicable), and any and all written agreements between the joint

venture partners included in the proposal submission  No  Yes Referenced in What Section?

17. Does the JV document describe all other business relationships between the joint venture participants, including other joint venture agreements in which the parties are jointly involved?  No  Yes Referenced in What Section?

18. Does the JV document provide a specific citation/section that speaks to the non-discrimination and assurance requirements related to this solicitation?  No  Yes Referenced in What Section?

Additional Comments:

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**Equal Business Opportunity M/FBE GOALS for this Project**

**Project No.: AATC – 19-R-3178 FC-2019-003A- Concourse E Central Utility Plant (E-CUP) Enhancements**

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement in accordance with the City of Atlanta’s EBO/SBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company’s/companies’ involvement in the **AATC – 19-R-3178 FC-2019-003A- Concourse E Central Utility Plant (E-CUP) Enhancements** project throughout the life of the contract. (See Page 6)

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

The dominant NAICS code and trade to be engaged for the above referenced phase is:

**238390- Mechanical;Electrical-238210**

The above referenced dominant NAICS code was used for the purposes of calculating the appropriate participation goal(s). However, any COA certified firm that is engaged by the successful Prime proponent who performs a commercially useful function in the execution of the project will be eligible for participation credit. The availability of certified M/FBE firms for the procurement categories in the various scopes associated with this project is:

**26.7% MBE & 11.1% FBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 3 of this document.

**Note:** Each proponent must submit a joint venture that is signed by all parties and notarized.

OCC will count M/FBE participation in the form of a certified joint venture partner (self-performing a scope of work), and certified M/FBE subcontractor arrangements. The above referenced goal will be measured against **total contract value inclusive of any change orders and/or miscellaneous modifications** that may occur throughout the life of the project.

**Equal Business Opportunity Program Reminders for This Solicitation**

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Joint Venture Agreements.** The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member. The joint venture agreement must be signed and notarized.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive. For your convenience, fillable versions of the Appendix A documents are available on the OCC webpage should you require additional pages.
4. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance in a manner as prescribed by the OCC contract monitor of record.
5. **SBO/EBO Ordinance.** The EBO Program is governed by the provisions of the SBO/EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1356 through 2 -1480. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.
7. **OCC Registry of Certified Firms.** To access OCC's real time registry of vendors (certified or non-certified), visit our PRISM Compliance Management portal at: <http://atlanta.prismcompliance.com/DirectRequest.ashx?t=100&j=jggizwSWWYnRk55uW%2Bijonkgm04tizEb>. You may search by "Industry" for a list of firms in that category or search for a specific company under "Company Name". You may also go to the website: [www.atlantaga.gov/contractcompliance](http://www.atlantaga.gov/contractcompliance) and scroll down to the section heading "Registry of Certified Firms" Click OCC's quarterly list to access the current directory of certified firms.
8. **Contract Assurance.** The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, or sexual orientation in the performance of this contract. The contractor shall carry out applicable requirements of City ordinance 2-1448 a (2) in the award and administration of any eligible City contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy

as the City of Atlanta deems appropriate. Anti-discrimination provisions based upon religion and sexual orientation are enforceable through the City of Atlanta regulations.

**COVENANT OF NON-DISCRIMINATION**

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

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

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

\_\_\_\_\_  
Notary Public

Seal

## SUBCONTRACTOR CONTACT FORM

List *all subcontractors or suppliers* (Majority, EBO and Non-EBO Certified) that were contacted regarding this project.

Name of Sub-contractor/ Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	M/FBE Certification No. and Expiration Date	Results of Contact

Name of Sub-contractor/ Supplier/JV Partner	Contact Name, Address and Phone Number	City Of Atlanta Business License? (Yes or No)	Type of Work Solicited for	Solicited for JV? (Yes or No)	Business Ownership (see code below)	M/FBE Certification No. and Expiration Date	Results of Contact

Business Ownership Code: AABE - African American Business Enterprise, HABE – Hispanic Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE & DBE Certifications will not suffice for this procurement)

**Company Name:** \_\_\_\_\_ **Project Name:** \_\_\_\_\_ **FC#:** \_\_\_\_\_

**Contact Name (Print):** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

List all Majority, EBO Certified, and Non-EBO Certified subcontractors/suppliers, including lower tiers, to be used on this project.

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

**Total MBE%\_\_\_\_\_ Total FBE%\_\_\_\_\_ Total EBO%\_\_\_\_\_**

Code: AABE - African American Business Enterprise, HABE – Hispanic American Business Enterprise, FBE – Female Business Enterprise, APABE – Asian (Pacific Islander) American Business Enterprise (SBE & DBE Certifications will not suffice for this procurement)

Proponent’s Company Name: \_\_\_\_\_ Project Name: \_\_\_\_\_ FC#: \_\_\_\_\_

Proponent’s Contact Number: \_\_\_\_\_ Contact Name (Print): \_\_\_\_\_ Date: \_\_\_\_\_

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

LETTER OF INTENT

FC# \_\_\_\_\_

Proponent

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Subcontracting Firm:

Firm Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Sub firm Contact Person:

Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

Firm is performing as:

Non-certified Sub  Certified Sub  Joint Venture Team Member

If Certified, Certification # and Expiration Date: \_\_\_\_\_

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

AFFIRMATION:

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Print name) (Title)

\_\_\_\_\_  
(signature) (date)

\* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

(THIS PAGE SHALL BE SUBMITTED FOR EACH SUB FIRM)

**LETTER OF INTENT**

FC# \_\_\_\_\_

**Proponent** Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Subcontracting Firm:** Firm Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Sub firm Contact Person:** Name: \_\_\_\_\_ Phone: (\_\_\_\_) \_\_\_\_\_

**Firm is performing as:**  Non-certified Sub  Certified Sub  Joint Venture Team Member

If Certified, Certification # and Expiration Date: \_\_\_\_\_

Work item(s) to be performed by Sub	Description of Work Item	Dollar(s) Value of Work and Scope of Work	Percentage (%) of Total Bid Amount
TOTAL Diversity% Credit Claimed for this Contractor			

The bidder/offeror is committed to utilizing the above-named Subcontractor firm for the work described above. The estimated participation is as follows:

Sub contract amount: \$ \_\_\_\_\_ Percent of total contract: \_\_\_\_\_%

**AFFIRMATION:**

The above-named Subcontractor firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: \_\_\_\_\_  
(Print name) (Title)

\_\_\_\_\_  
(signature) (date)

\* In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void

**DIVERSITY FIRM TERMINATION/SUBSTITUTION  
ACKNOWLEDGEMENT FORM**

As a participant in an eligible City of Atlanta (COA) diversity program contract, certain restrictions and procedures apply to the termination and substitution of a diversity certified entity by a prime concessionaire or prime contractor, as mandated by federal regulations and City ordinances. These requirements are established by 49 C.F.R. § 26.53(f), code sections 2-1356- 2-1380, and 2-1441- 2-1480 of the COA code of ordinances, as may be amended from time to time.

OCC will not allow a prime concessionaire or prime contractor to substitute or terminate a diversity program certified entity without OCC's prior written consent, which will be granted only upon a written finding of good cause. OCC requires completion of a form document to accompany the reason(s) for the request to terminate and/or substitute, which is available at:

<http://www.atlantaga.gov/modules/showdocument.aspx?documentid=491>

For ease of reference, the federal requirements are quoted below:

49 C.F.R. § 26.53(f)

- (1) (i) [OCC] must require that a prime contractor not terminate a DBE/[ACDBE] subcontractor listed in response to paragraph (b)(2) of this section (or an approved substitute DBE/[ACDBE] firm) without [OCC's] prior written consent. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE/[ACDBE] subcontractor with its own forces or those of an affiliate, a non-DBE/[ACDBE] firm, or with another DBE/[ACDBE] firm.
- (ii) [OCC] must include in each prime contract a provision stating:
  - (A) That the contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains your written consent as provided in this paragraph (f); and
  - (B) That, unless your consent is provided under this paragraph (f), the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE/[ACDBE].
- (2) [OCC] may provide such written consent only if [OCC] agree[s], for reasons stated in [OCC's] concurrence document, that the prime contractor has good cause to terminate the DBE/[ACDBE] firm.
- (3) For purposes of this paragraph, good cause includes the following circumstances:
  - (i) The listed DBE/[ACDBE] subcontractor fails or refuses to execute a written contract;
  - (ii) The listed DBE/[ACDBE] subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE/[ACDBE] subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contrac[t]or;
  - (iii) The listed DBE/[ACDBE] subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
  - (iv) The listed DBE/[ACDBE] subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
  - (v) The listed DBE/[ACDBE] subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law;
  - (vi) [OCC] ha[s] determined that the listed DBE/[ACDBE] subcontractor is not a responsible contractor;
  - (vi) The listed DBE/[ACDBE] subcontractor voluntarily withdraws from the project and provides to [OCC] written notice of its withdrawal;
  - (vii) The listed DBE/[ACDBE] is ineligible to receive DBE/[ACDBE] credit for the type of work required;
  - (viii) A DBE/[ACDBE] owner dies or becomes disabled with the result that the listed DBE/[ACDBE] contractor is unable to complete its work on the contract;
  - (ix) Other documented good cause that [OCC] determine[s] compels the termination of the DBE/[ACDBE] subcontractor. Provided, that good cause does not exist if the prime contractor seeks to terminate a DBE/[ACDBE] it relied upon to obtain the contract so that the prime contractor can self-perform the work for which the DBE/[ACDBE] contractor was engaged or so that the prime contractor can substitute another DBE/[ACDBE] or non-DBE/[ACDBE] contractor after contract award.
- (4) Before transmitting to [OCC] its request to terminate and/or substitute a DBE/[ACDBE] subcontractor, the prime contractor must give notice in writing to the DBE/[ACDBE] subcontractor, with a copy to [OCC], of its intent to request to terminate and/or substitute, and the reason for the request.
- (5) The prime contractor must give the DBE/[ACDBE] five days to respond to the prime contractor's notice and advise [OCC] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [OCC] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [OCC] may provide a response period shorter than five days.
- (6) In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE/[ACDBE] firms put forward by offerors in negotiated procurements.

The undersigned acknowledges these requirements on behalf of the below-listed entity.

Prime: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_



### **AWSG Determination of Applicability**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Whereas every contract with the City of Atlanta creates a potential pool of new employment opportunities, the following program is applicable to **construction projects only** and is subject to review by AWDA on a case by case basis for applicability. The Atlanta Workforce Development agency has determined that the First Source Jobs Program is **not applicable** for **AATC – 19-R-3178 FC-2019-003A- Concourse E Central Utility Plant (E-CUP) Enhancements**.

However, It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta whenever possible. **Although the First Source Jobs Program only applies to Construction Projects,** Every contract with the City of Atlanta creates a potential pool of new employment opportunities. All prime contractor proponents are invited to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this, or any COA project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact Michael Sterling of the Atlanta Workforce Development Agency at (404) 546-3000. This City of Atlanta program is not included in or enforceable through 49 CFR Parts 23 and 26.

**Kymerlyn Daniel  
First Source Jobs Program  
WorkSource Development Agency  
818 Pollard Boulevard  
Atlanta, Georgia 30315  
(404) 546-3051**

**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>and</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)**  
**Contractor Disclosure and Declaration Form (Page 6 of 10)**

**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.

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 7 of 10)**

- 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.

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 8 of 10)**

**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.

**Required Submittal (FORM 2)**  
**Contractor Disclosure and Declaration Form (Page 9 of 10)**

**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)**  
**Contractor Disclosure and Declaration Form (Page 10 of 10)**

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 \_\_\_\_\_