

Request for Proposals for MAINTENANCE OF ATLANTA BELTLINE PARKS
IRRIGATION SYSTEMS
Project #- 2013-0401-2

Atlanta Beltline Inc.
On behalf of
The City of Atlanta Department of Parks, Recreation, and Cultural Affairs

March 2013

**Atlanta BeltLine, Inc.
Request for Proposals
Annual Maintenance of Existing City of Atlanta Parks Department Irrigation Systems in Atlanta
BeltLine Parks**

INTRODUCTION

Atlanta BeltLine, Inc. ("ABI") requests proposals from qualified firms interested in providing maintenance services for 3 existing parks owned or managed by the City of Atlanta Department of Parks, Recreation, and Cultural Affairs (DPRCA) and located as shown on the attached map(s).

PRE-SUBMITTAL SITE VISITS

A **mandatory** pre-proposal site meeting to view the existing facilities will be held on **Thursday, March 26, 2013** at 1 PM. We will start at The Historic Fourth Ward Park (park along Rankin St). We will then proceed to the Skatepark (part of Historic Fourth Ward Park), Boulevard Crossing Park, and D. H. Stanton Park. Please feel free to Google these locations before the meeting.

SUBMITTAL DEADLINE

All responses to this Request for Proposals must be submitted in hard copy and on CD in Adobe Acrobat format by no later than 3 p.m., **Wednesday, April 10, 2013**. Submittals received after this time and date will not be considered. Please address the submittal to:

**Mr. Kevin Burke
Project Manager
Atlanta BeltLine, Inc.
86 Pryor Street, SW
Suite 300
Atlanta, Georgia 30303**

INQUIRIES

Formal requests for information must be made in writing. Unwritten questions and any verbal responses and/or comments will not be binding. All inquiries must be received by ABI by 5 p.m., Friday, **March 29, 2013**. ABI will provide all written questions and responses to interested bidders by close of business on **Tuesday, April 2, 2010**.

Inquiries regarding this RFP should be directed by email, writing or fax to:

**Mr. Kevin Burke
Project Manager
Atlanta BeltLine, Inc.
86 Pryor Street, SW
Suite 200
Atlanta, Georgia 30303
Fax: (404) 614-8315
Email: kbuke@AtlBeltLine.org**

PROJECT OVERVIEW

The Atlanta BeltLine is a transformative project shaping the way Atlanta will mature as a great city, by creating parks, trails, transit, and new development along a 22-mile loop of historic rail segments that encircle the City's urban core. Over the previous two decades, the metro region has grown as quickly as any major metropolitan area in recent U.S. history. However, the region's growth has come primarily in the form of widely spread, disconnected pockets of development. Increasingly, residents and businesses throughout the region experience the negative consequences of such unplanned growth—long commutes, poor air quality, auto dependency, and limited public space. Moreover, this sprawl has led to uneven economic activity. While the region has experienced unprecedented growth and job creation, many areas, particularly in southern portions of the City, have suffered from flight and disinvestment.

The Atlanta BeltLine by attracting and organizing a portion of the region's future growth around parks, transit, and trails located in the inner core of Atlanta will change this pattern of regional sprawl and lead to a vibrant and livable Atlanta with an enhanced quality of life for all City residents. The revival of this historically industrial landscape will become the uniquely Atlanta solution and exemplary national model for effectively managing growth by providing:

- A connected network of beautiful parks and greenspaces;
- Trails and pedestrian-friendly streets to link neighborhoods previously severed by rail and industry;
- A 22-mile transit loop providing an alternative to auto trips among jobs, residences, and cultural attractions;
- Compact mixed-used development that supports transit, parks and trail, as well as businesses;
- Preservation of surrounding single-family neighborhoods;
- Increases in affordable workforce housing;
- Preservation of historic buildings and structures; and
- Environmental remediation of underutilized brownfield areas.
- Public Art

Scope of Services

The City of Atlanta's DPRCA presently has irrigation systems located in:

- D. H. Stanton Park located at the Intersection of Boynton Ave SE and Martin St SE (2011)
- Historic Fourth Ward Park located at the east end of Angier Ave NE (2011). There are three separate systems; Clear Creek Basin w/ Baseline controller + pump for 12 acres, Historic Fourth Ward Park II including the separate 5 acre Skatepark parcel
- Boulevard Crossing Park located at 500 Englewood Ave- +/- 6 blocks south of Grant Park

MAINTENANCE OF IRRIGATION SYSTEMS

SCOPE

A. The work of this Section includes but is not limited to the following:

1. Operation of irrigation systems.
2. Synchronization of controllers/time clocks
3. Annual spring start-up
4. Annual winterization

5. Communication with lawn maintenance and planting maintenance personnel
6. Weekly inspection and maintenance inclusive of the master pump located at the Clear Creek Basin.
7. Emergency repairs due to non-functioning irrigation components.
8. Spare parts
9. Maintenance of the Historic Fourth Ward Park Phase II system shall not begin until 1 Oct 2013

START UP / SHUT DOWN DATE

The startup date for all maintenance in this Section shall be Monday, April 15, 2013 and will begin winterization on Monday, December 2, 2013 unless otherwise directed.

INITIAL INSTALLATION CONTRACT DOCUMENTS

Keep on hand and store copies of the Installation Contract Documents, including Drawings and Operation and Maintenance instructions prepared by the original installation contractor.

APPLICATION RATE AND FREQUENCY

- A. The Irrigation System shall be programmed to supplement natural rainfall with sufficient water to provide the following minimum quantities of water for the duration of the season of operation assuming that there is insufficient rainfall to provide the required amount of water:
 1. Lawn – 1" per week in equal applications during the months of June through September.
 2. Shrub beds and ground cover areas - 1" per week in equal applications.
 3. Perennial beds including ornamental grasses- 3/4" per week in equal applications.
- B. Watering time schedule: The number of hours of darkness between sunset and sunrise serves as a general guideline for determining allowable operating hours.
- C. Create a numbered hierarchy of most critical to least critical zones to be irrigated in relation to park use and pedestrian use.
- D. Adjustments shall be made to the watering schedule as needed to reflect seasonal variations.

ANNUAL WINTERIZATION

- A. Winterization shall occur as directed in consultation with Atlanta BeltLine staff but shall be no later than December 1.
- B. Shut off the irrigation water supply ball/gate valve.
- C. Attach the air compressor hose to the blow out connection provided on the irrigation water supply line.
- D. Blow out each zone on the irrigation system, one zone at a time, until water can no longer be seen spraying out of any of the sprinklers operating within that zone. Minimum zone winterization operating time is to be five (5) minutes.
- E. Change filters, check sensors and calibrate system.

EMERGENCY RESPONSE

- A. For major failures the response time shall be no more than two (2) hours. Major failures are defined as those failures that render two or more zones inoperable, i.e. a mainline break, clock failure, wiring failure or any break in a line that produces water flowing unchecked.
- B. For minor failures the response time shall be no more than twelve (12) hours. Minor failures are defined as those failures that render one or less zones inoperable and do not involve delivery breaks.

MAINTENANCE PROCEDURES

- A. The maintenance operator shall be responsible for the following items on a weekly basis during the season of operation:
 1. Inspect sprinkler heads to assure their proper operation and to check for vandalism. Head spray patterns shall be adjusted if required to provide complete and adequate coverage of the areas to be watered.
 2. Clean sprinkler heads and trim grass around heads.
 3. Inspect site for lawn, tree rings, and plant beds that appear over-watered or conversely, areas that are desiccated due to insufficient coverage or application rates.
 4. Report problems to Atlanta BeltLine Staff
 5. Correct unsatisfactory conditions by repairing, replacing, or reinstalling damaged components or the entire item, as required.
 6. All repairs and re-installation shall comply with the specifications for the original item and its installation.
 7. Read and monitor soil moisture and rain sensors. Check to make sure they are working properly. Adjust controller accordingly.
 8. Read and monitor flow control system.
 9. Inspect backflow preventer for unusual water discharges. Immediately report problems.
 10. Create an Incident Report that details what the reason was for the repair, what actions were taken, what parts were used, the time it took to implement the repairs, and any suggested follow-up monitoring that may be required.

- B. During the course of maintenance work the following incidental activities shall be included:
 1. Clean out irrigation valve boxes as required to facilitate access to irrigation valves and equipment.
 2. Clean/clear plugged sprinkler nozzles and filter screens.
 3. Correct part circle patterns that cause spray or runoff onto paved areas or structures. Keep heads properly aligned, leveled and rotating.
 4. Inspect/clean/clear sticking electric zone valves. Reprogram controller to meet watering as needed.
 5. Irrigation components damaged by maintenance activities shall be replaced.

- C. At all times, any areas undergoing repairs or adjustments shall be kept separate from pedestrians by a barrier. Existing landscaping, paving, structures, walls, footings, etc. shall be protected from damage at all times. Any inadvertent damage to the work of another trade shall be reported at once. All trenches and excavations must be marked and protected to prevent pedestrians from entering excavated areas. Protection shall include barriers around and plywood covers over excavations. No overnight excavations will be allowed.

Any required repairs that are not of an emergency nature, will require the service provider to submit an estimate for the work and to receive approval before starting any repair(s). Failure to do so may result in non-payment of some or all of the costs. All repairs must include images of the non-functioning or damaged equipment as part of the incident report.

REQUIRED SUBMITTAL CONTENT

In order to secure information in a form which will ensure that proposals can be properly evaluated, you

are asked to submit your proposal in the format listed below. Standard proposal formats are acceptable provided the following information is included:

- Title page should include the proposal subject, the firm's name, address, phone and fax numbers, email address, and contact person, date of the proposal.
- Table of Contents with page numbers.
- A transmittal letter briefly stating the understanding of the work to be done, the commitment to perform the work within the schedule, a statement why the firm believes it to be the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time.
- Information about the firm. Is the firm local, national or regional?
- A description of your understanding of the project objectives and outcomes and how these will be achieved.
- Team composition—a complete listing of all key personnel who will be assigned to this project, their background, experience, qualifications, roles and responsibilities, and availability.
- A proposed work plan and time schedule addressing the scope of work.
- A section detailing the cost for the work including cost estimates for out-of-pocket expenses and a proposed payment schedule based on the work plan.
- Three examples of previous maintenance projects that your company has undertaken along with contact info for the person in charge of overseeing your contract
- The resume of the point-of-contact for this contract
- Staff- Hourly rate for repairs. List all individual levels that may work on this contract

ABI retains the right to request any additional information pertaining to the Consultant's ability, qualifications, and procedures used to accomplish all work under the contract as it deems necessary to ensure safe and satisfactory work. ABI reserves the right to reject any and all Proposals and to waive any informality in the solicitation process.

Every effort should be made to make proposals as concise as possible using a minimum font size of 12 point. The body of the submittal is limited to a maximum of fifteen (15) double-sided pages.

Proposals shall be in sealed envelopes and clearly marked with "Irrigation Systems Maintenance Proposal". The proposals will be reviewed and evaluated for the relevant experience of the Project Team members and the firm(s), the understanding of the Project as delineated by the approach proposed and satisfaction of past clients. The cost proposal shall be enclosed in a separate, sealed envelope. Lastly, proposals shall be double sided (each double sided page counts as one of the fifteen allowed).

ABI assumes no obligation of any kind for expenses incurred in responding to this RFP. ABI reserves the right to reject all proposals at its sole discretion. Proposals, including costs, shall be honored for a period not to exceed 90 days.

EVALUATION OF SUBMITTALS

Proposals must meet certain mandatory criteria in order to qualify for further evaluation. Any “no” answer to the first two questions will disqualify the proposal. A “yes” answer to the third question will require a written explanation, and may disqualify the proposal.

1. Is the firm properly licensed?
2. Is the firm independent?
3. Has disciplinary action been taken or is pending against the firm?

Proposals will be reviewed using the following technical criteria. Proposals should address each question.

- Does the firm have a quality control program to help ensure adherence to high professional standards?
- Does the proposal fully respond to the needs of Atlanta BeltLine Inc. and the City of Atlanta Parks Department?
- Is the quality of the firm’s professional personnel to be assigned to the engagement and quality of the firm’s management support personnel available for technical consultation adequate?
- Has the firm performed similar services for other local governmental agencies, or has there been experience working with the City of Atlanta and Fulton County? If so, please list the references for local government experience and indicate if we may contact them.
- Has the firm performed services for any non-profit organizations? If so, please list the references for non-profit experience and indicate if we may contact them.
- How experienced and credentialed are the staffs that will be involved?
- Does the proposal adequately describe in a clear, concise, and understandable manner the procedures to be used?

TERMS AND CONDITIONS

All submittals and supporting materials as well as correspondence relating to this RFP become property of ABI when received. Any proprietary information contained in the submittal should be so indicated. However, a general indication that the entire contents, or a major portion, of the proposal is proprietary will not be honored.

- A. All work by the Consultant under the contract awarded pursuant to the RFP shall be done in compliance with applicable State of Georgia and Federal laws, City and County ordinances, licenses and regulations of all agencies having jurisdiction over the subject properties. Said contract, and all questions concerning the execution, validity or invalidity, capability of the parties, and the performance of the parties under the contract, shall be interpreted in all respects in accordance with the laws of the State of Georgia.
- B. As necessary given the scope of work under the contract to be awarded, person(s) who will be responsible for any work shall be qualified to do the same.
- C. No submittal shall be accepted from and no contract will be awarded to any person, firm, or corporation that is in arrears to ABI, Invest Atlanta or the City of Atlanta, upon debt or contract,

or that is a defaulter, as surety or otherwise, upon any obligation to ABI, Invest Atlanta or the City of Atlanta, or that is deemed irresponsible or unreliable by ADA, ABI or the City of Atlanta. If requested, the Consultant shall be required to submit satisfactory evidence that they have the necessary financial resources to provide the proposed services.

PROFESSIONAL SERVICES INSURANCE REQUIREMENTS

Statutory Worker's Compensation Insurance

Commercial General Liability Insurance

- (a) \$1,000,000 limit of liability per occurrence for bodily injury and property damage
- (b) The following additional coverages must apply:
 - 1986 (or later) ISO Commercial General Liability Form
 - Dedicated Limits per Project Site or Location (CG 25 03 or CG 25 04)
 - Additional Insured Endorsement (Form B CG 20 10 with a modification for completed operations)
 - Blanket Contractual Liability (included in 1986 or later forms)
 - Broad Form Property Damage (included in 1986 or later forms)
 - Severability of Interest (included in 1986 or later forms)
 - Personal Injury (deleting both contractual and employee exclusions)
 - Incidental Medical Malpractice

Auto Liability Insurance

- (a) \$500,000 limit of liability per occurrence for bodily injury and property damage
- (b) Comprehensive form covering owned, non-owned, leased, hired and borrowed vehicles
- (c) Additional Insured Endorsement
- (d) Contractual Liability

Professional Liability Insurance (if applicable) – Professional Liability Insurance Limit \$1,000,000 per Occurrence / \$2,000,000 per aggregate.

Insurance company must be authorized to do business in the State of Georgia

Dedicated Limits per Project site or Location (CG 25 03 or CG 25 04 or some other form)

Additional insured shall be shown as: Atlanta BeltLine, Inc., Invest Atlanta dba The Atlanta Development Authority and the City of Atlanta on General and Auto Liability policies. The cancellation provision should provide 30 days' notice of cancellation.

Insurance Company, except Worker's Compensation carrier, must have an A.M. Best Rating of A-6 or higher. Certain Worker's Comp funds may be acceptable by the approval of the Risk Management Division. European markets, including those based in London, and domestic surplus lines markets that operate on a non-admitted basis are exempt from this requirement, provided that the contractor's broker/agent can provide financial data to establish that a market is equal to or exceeds the financial strengths associated with the A.M. Best's rating of A-6 or better. Insurance Company must be licensed to do business by the Georgia Department of Insurance.

Certificates of Insurance, and any subsequent renewals, must reference specific bid/contract by

project name and if applicable, project/bid number.

The Consultant shall agree to provide complete certified copies of current insurance policy(ies) if requested to verify the compliance with these insurance requirements. All insurance coverages required to be provided by the Consultant will be primary over any insurance program carried by ABI, Invest Atlanta, or the City of Atlanta.

Consultant shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Subcontractor in any tier, and shall require each and every Subcontractor of any tier to comply with all such requirements. Consultant agrees that if for any reason Subcontractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Consultant at Consultant's expense.

No Consultant or Subcontractor shall commence any work of any kind under the contract as awarded pursuant to this RFP until all insurance requirements contained in the contract have been complied with and until evidence of such compliance satisfactory to ABI as to form and content has been filed. The Accord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

The Consultant shall agree to waive all rights of subrogation against ABI or its successors or assigns, Invest Atlanta, the City of Atlanta, and their respective officers, officials, employees, and volunteers from losses arising from work performed by the Consultant for ABI.

The Consultant shall make available, through its records or records of its Insurer, information regarding a specific claim. Any loss run information available from the contractor or their insurer will be made available to the county upon their request.

Cost Proposal

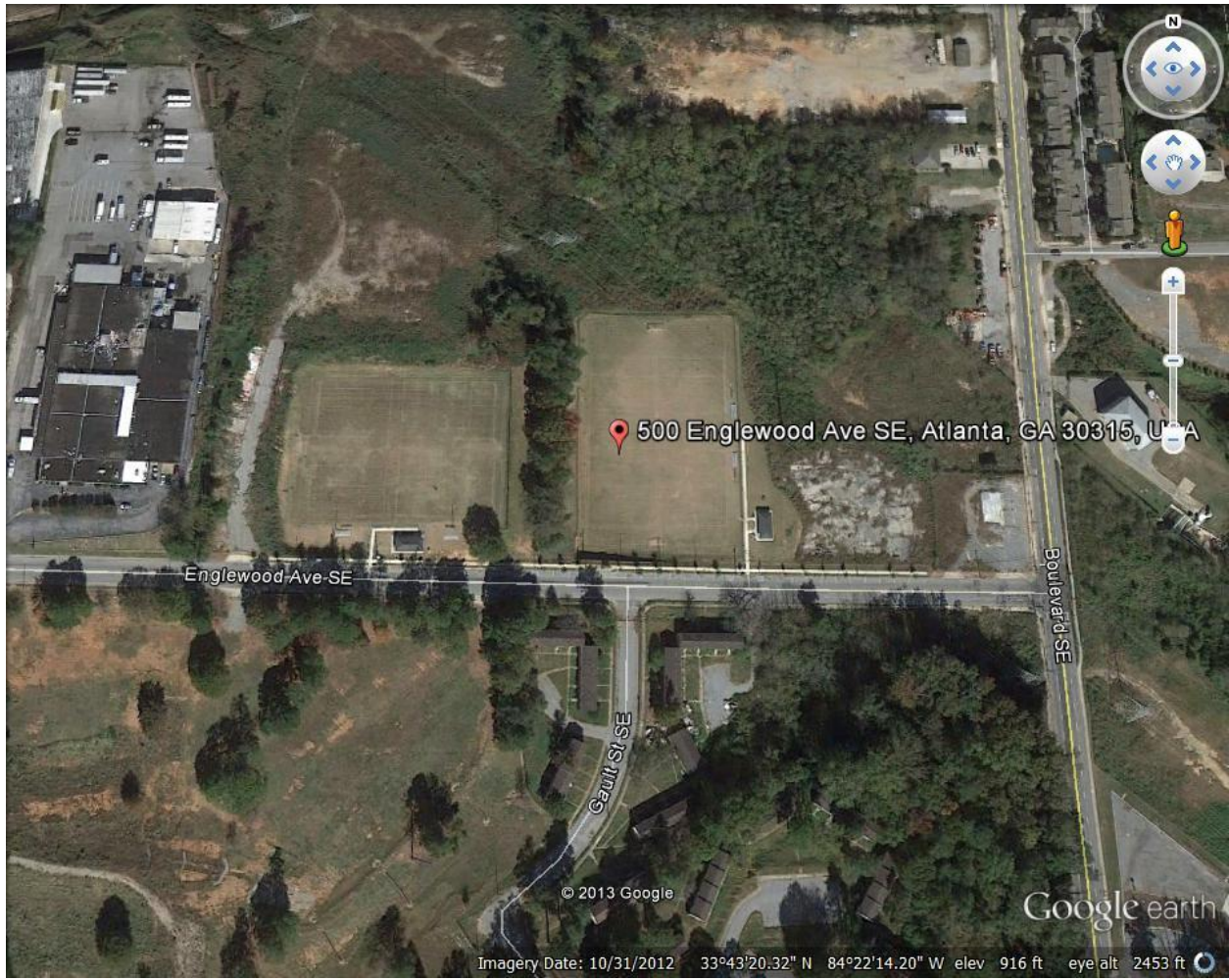
Please provide an all-inclusive lump sum price \$ _____

Hourly Rates for 2013 inclusive of all benefits

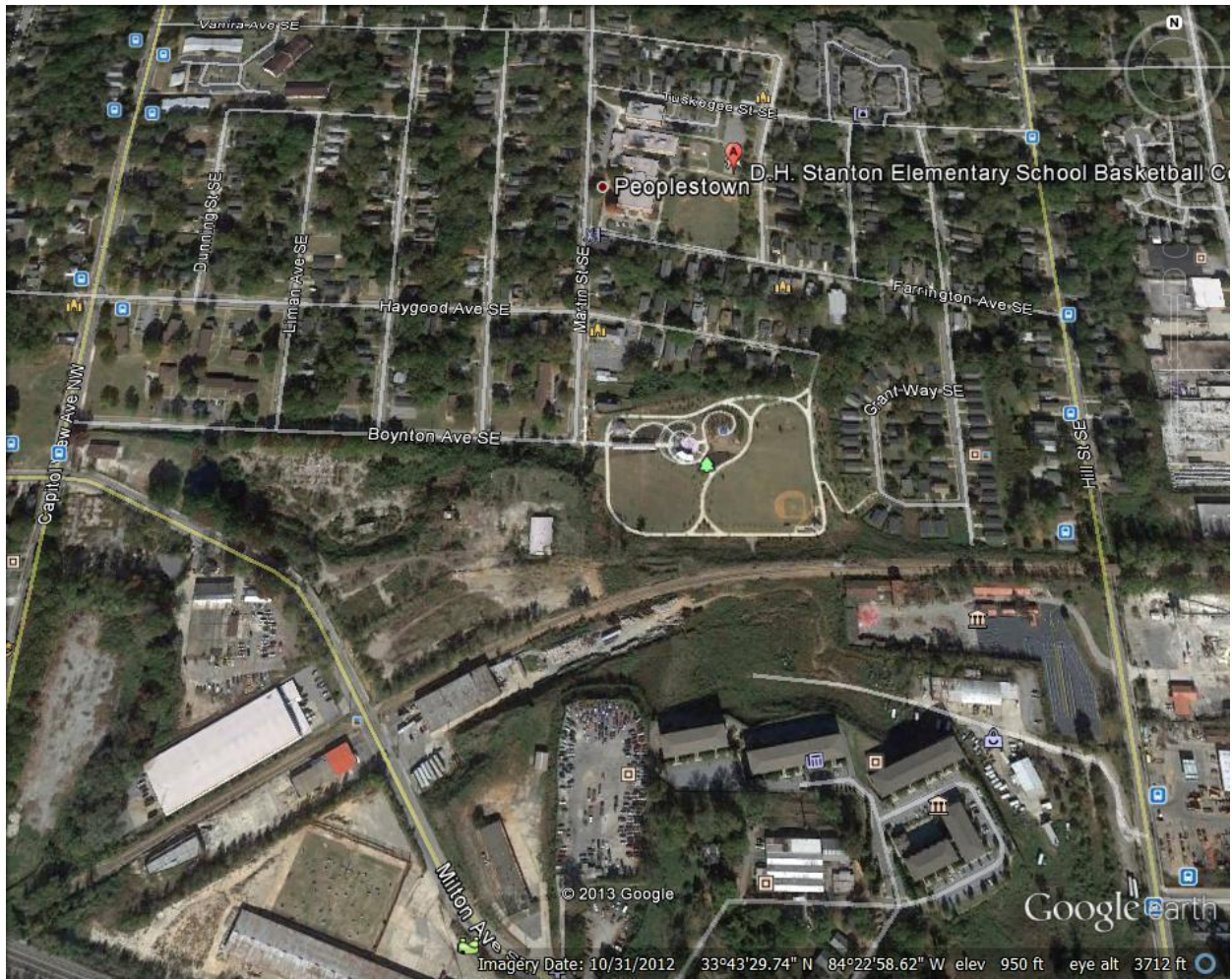
Irrigation Manager	\$ _____
Irrigation Laborer	\$ _____
Electrician	\$ _____
Plumber	\$ _____

Project Maps

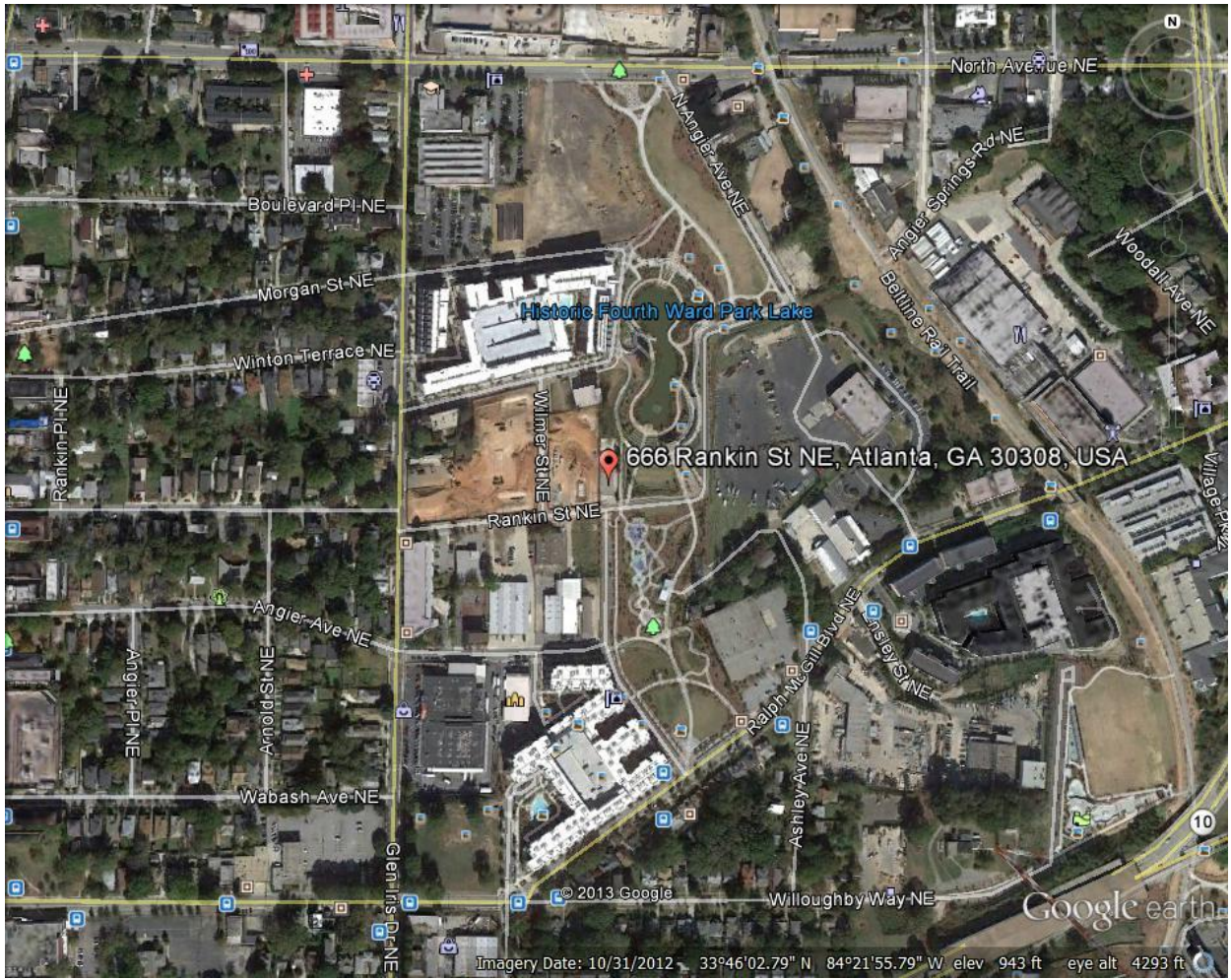
Boulevard Crossing



D. H. STANTON



HISTORIC FOURTH WARD PARK



GENERAL CONDITIONS

Definitions. Words, terms, and phrases are defined below. Capitalized words in these Design-Build General Conditions are defined under this Section. Words, terms, or phrases that are not defined in this Section or otherwise in this solicitation shall have the meaning commonly accepted in the engineering and construction industry.

Acceptable Work. Work that Conforms or Substantially Conforms to the Contract and is satisfactory to ABI.

Acceptance. Consideration of operations, inspections, samples, tests, certifications, proper QCP implementation, and end product properties to determine whether the product will be accepted for payment, including any adjustment to compensation as provided in the Contract.

Actual Cost. Direct, Project-specific, costs actually incurred by the Service Provider in the performance of Work. Actual Costs consist of labor, Material, Equipment, and administrative overhead.

Addendum. See definition for Amendment.

Agreement. The document executed by ABI and the Service Provider entitled "Irrigation System Maintenance Agreement," the form of which is included in the RFP, as well as all documents listed in said Maintenance Agreement.

Amendment. Revision to the RFP.

Application for Progress Payment. A Service Provider's request for a progress payment using forms and media approved by ABI.

Award. The decision of ABI to accept a responsive Proposal from a responsible Proposer that provides the best value to ABI for the Work identified in the RFP, subject to the Service Provider's satisfaction of the specified Award Conditions.

Award Decision. All decisions and/or determinations by ABI that impact to whom the Contract will be awarded including determination of Technical Proposal responsiveness, scoring of Technical Proposals, determination of Price Proposal responsiveness, determination of the Apparent Successful Proposer, all other responsiveness issues, and all protest decisions.

Bidder. See definition for Proposer.

Blue Book. The edition of publications entitled "Rental Rate Blue Book for Construction Equipment" or "Rental Rate Blue Book for Older Construction Equipment" as applicable, published by Primedia Information Inc. that was current when the Work being priced was performed.

Change Order. See definition for Contract Modification.

Closeout Documentation. Documents required of the Service Provider by ABI for final acceptance of the Project. These documents are: Request for Final Payment and Submission of all Test

Data taken during the course of this contract. ABI reserves the right to add to this list of required closeout documentation.

Completion. Completion occurs when the Service Provider has finished all Work pursuant to the Contract, including Delivery of all conforming Closeout Documentation.

Contract. The entire agreement between ABI and the Service Provider, as evidenced by the Contract Documents.

Contract Completion Date. The required completion date of all Work shall be December 2, 2013 at the latest.

Contract Completion Time. Length of time allowed under the Contract to complete the Work pursuant to the terms of the Contract. See Contract Completion Date.

Contract Documents. The documents forming the Contract, as listed in the Agreement.

Contract Modification. A formal change to the Contract.

Contract Representative. The person designated in the RFP to be ABI's single point of contact with the Service Provider from issuance of the RFP through execution of the Contract.

Contracting Entity. Unless the context clearly indicates otherwise, "Contracting Entity" means "Service Provider".

Contractor. See the definition for Service Provider.

Days. Business Days.

Defects or Defective Work. Work that is unsatisfactory, faulty, or deficient in that it is not in Conformity with the Contract or with prevailing industry standards applicable to the Work at the time of submission of the Proposal as determined by ABI or its agents.

Deliver. To cause Receipt by a means set forth in the definition of Received or Receipt.

Dispute. Disagreements, claims, counterclaims, matters in question, and differences of opinion between ABI and the Service Provider and those working for or through the Service Provider regarding matters related to the Work that arise after Contract Execution. These include interpretation of the Contract, compensation and costs, time for performance, and quality.

Dispute Review Board. A panel of three experienced persons that the parties may agree to use to make recommendations regarding the resolution of Disputes. Upon mutual agreement by ABI and Service Provider, a single individual may act as a DRB. For a related provision, see Section 111.4 - Dispute Review Board.

Equitable Adjustment. An adjustment to compensation due to a change in the nature or scope of the Work made part of the Contract by formal Contract Modification.

Extra Work. Work that is outside the scope of the Contract and that ABI determines is necessary.

Final Acceptance. ABI's Acceptance of all Work and responsibility for the Project from the Service Provider, except for any Service Provider warranty obligations.

Letter of Intent to Award. A written notice to the selected Proposer stating that the Proposal has been conditionally accepted by ABI and is instructing the Apparent Successful Proposer to perform all pre-award requirements and enter into negotiations for an Agreement.

Lump Sum Price. The price contained in the Price Proposal Form, being a single lump sum price for completion of all Work described in the Contract in conformity with the Contract. Payments will divide the lump sum equal monthly payments

Non-conforming Work. All work not conforming with the Contract. All Defective, Unauthorized, or Uninspected Work.

Notice to Proceed. "Notice to Proceed" means "Notice to Commence Work".

Offer. A response to a solicitation that, if accepted, would bind the offeror to perform the resultant contract. Submission of a Proposal constitutes an Offer by the Proposer.

Order. A directive from ABI requiring compliance by the Service Provider.

Owner. The legal or record owner of the building or premises on which the Project is to be constructed, generally the City of Atlanta acting by and through ABI.

Price. Unless the context clearly indicates otherwise, "Price" means "Lump Sum Price".

Proposal. The offer by a Proposer to perform the Work submitted in response to the RFP. In order to be responsive, the Proposal must meet all requirements in the RFP and must offer to perform the Work in accordance with the Contract, and the Proposer's Technical Proposal, for the price submitted in the Proposer's Price Proposal.

Proposal Due Date. The calendar date specified in the Project Requirements on which each Proposer must submit its Proposal to ABI.

Proposer. An individual, firm, corporation, limited liability company, partnership, joint venture, sole proprietorship or other entity that was shortlisted by ABI and that intends to submit a Proposal for the Work. After execution of the Contract, the Proposer is known as the "Service Provider".

Qualification (Personnel). The characteristics or abilities gained through training or experience or both, as measured against established written and performance tests, that qualify an individual to perform a required function.

Quality. Those features that ABI determines are most important to the project. Quality criteria shall include, but may not be limited to, quality of the water inclusive of the any odor of chlorine detectable more than 15' away from the water source.

Quality Control (QC). The acts of examining, witnessing, inspecting, checking, and testing of in-process or completed work to determine Conformity with specified requirements and Acceptance of construction. Unless otherwise noted, these acts are to be performed by the Service Provider.

Reference Documents. Supplementary information provided with the RFP, or by reference therein, intended to assist Proposers with the development of Proposals.

Request for Proposal (RFP). The document issued by ABI in a Best-Value Procurement Process asking for Proposals, and all other documents issued by ABI and identified as part of the RFP.

RFP Plans. The plans provided by ABI as listed in RFP Appendices.

Schedule of Work. A written work schedule submitted and maintained by the Proposer by which the Service Provider plans and prosecutes the Work. The Schedule of Work contains dates of commencement and completion of various items of Work within the Scope of Services. .

Scoring Administrator. The person appointed by ABI to facilitate and conduct the scoring of Technical Proposals.

Service Provider. The legal entity that will be executing the Contract and that will be a single point of responsibility for all obligations under the Contract. The Service Provider shall be independent with respect to ABI and shall not be an employee, agent, or representative of ABI.

Stakeholder. A person or group with an interest in the successful completion and subsequent use of a project.

Subcontractor. No Subcontractors shall be used on this Project without prior acceptance by ABI.

Unacceptable Work. All Work that does not Substantially Conform to the Contract as determined by ABI.

Uncontrollable Events. Events or acts that were unforeseeable at the time of Proposal submission and that were beyond the Service Provider's control in that the risk of the event or act could not have been prevented or managed by the Service Provider with proper planning, coordination, Subcontractor management, insurance, bonding, maintenance, erosion control, traffic control, security precautions, workers or Equipment. Uncontrollable Events are of two types:

A. severe weather events that meet the requirements of the first sentence of this definition; and/or

B. non-weather events that meet the requirements of the first sentence of this definition which might include acts by foreign enemy, quarantine restrictions, strikes not involving the Service Provider, action or inaction by governmental authorities, acts of terrorism, and freight embargoes.

Work. The furnishing of all administrative, personnel, design, engineering, labor, materials, supplies, installation, construction, supervision, management, testing, verification, documentation, and other incidentals necessary for the Completion of the Project in conformity with the Contract.

Work Order. See Contract Modification.

Working Day. That period between 8 AM and 6 PM weekdays during which work may proceed. Weekend work shall only be as approved ahead of time by the Project manager and shall commence no earlier than 9 AM and shall be completed by no later than 6PM. Any work deemed to be an “emergency repair” shall not be constrained by the above listed approved times.

SECTION - GENERAL SCOPE OF WORK

Scope of Section. This Section contains Work requirements that are generally within the scope of all Projects. These include provisions related to maintenance of four (4) Irrigation Systems on property owned by the City of Atlanta through its Department of Parks, Recreation, and Cultural Affairs.

Intent of the Contract. The intent of the Contract will be to provide for the maintenance of Irrigation Systems as noted within the Contract.

Health and Safety.

Service Provider’s Safety Program. Prior to award, a copy of the Service Provider’s Safety Plan must be on file with the Contracts Section of ABI as a condition of Award. If such program is revised during the Contract Time, the Service Provider shall provide the updated program to ABI. The Service Provider shall comply with its safety program and this Section– Health and Safety. The Service Provider shall be responsible for all claims or damages arising from failure to so comply and indemnifies and holds harmless ABI from all claims and damages arising from such non-compliance.

The Service Provider shall provide ABI with and post and maintain in conspicuous places within the Project Limits, a list containing:

- A. emergency response numbers with the names and telephone numbers (including cellular phone and pager numbers, if applicable) of local ambulance, police, fire, rescue, and hospitals;
- B. emergency response numbers for hazardous Materials spills as required by Subsection– Spill Prevention of the Standard Specifications;
- C. the Service Provider’s personnel with phone numbers who may be reached in case of emergency; and
- D. ABI’s personnel with phone numbers who may be reached in case of emergency.

Joint Duty Regarding Safety. If the Service Provider or ABI actually observes any person(s) performing Work in a manner that:

- A. the observing party actually knows is not in compliance with an applicable OSHA requirement, or commonly accepted safety practices; and
- B. creates a clear and immediate risk of significant bodily injury to any person, then the observing party shall immediately notify such person(s) working in an unsafe manner and to other parties.

The Service Provider and ABI agree to cooperate in eliminating all such unsafe conditions. For related provisions, see Subsections– Workers and Equipment, Utility Coordination, Traffic Control and Management, and Maintenance of Work.

Compliance with Health and Safety Laws. The Service Provider shall comply with all applicable federal, State, and local laws governing safety, health, and sanitation including all applicable laws and regulations of OSHA including 29 CFR 1910.120 when handling certain hazardous materials.

Safety and Convenience of the Public. The Service Provider shall provide all safeguards, safety devices, and protective Equipment and take all other action that is necessary to continuously and effectively protect the safety and health of all persons from hazards related to the Work.

If the Service Provider receives notice from ABI that the Service Provider has failed to comply with the provisions of this Section– Health and Safety, the Service Provider shall remedy such non-compliance immediately. If the Service Provider fails to do so, ABI may remedy such non-compliance by any means and deduct the cost of the remedy from amounts otherwise due the Service Provider.

PAYMENT

Scope of Section. This Section contains general provisions related to payment including progress payment, the right to withhold payment, and other payment-related terms.

Payment.

Lump Sum Price. Unless expressly provided elsewhere in this Contract, payment for all Work within the Scope of Work shall be included in the Lump Sum Price shown on the Price Proposal Form.

Scope of Payment. Payments to the Service Provider shall be full compensation for furnishing all materials and for performing all work under the contract in a complete and acceptable manner and for all risk, loss, damage, or expense of whatever character arising out of the nature of the Work or the prosecution thereof.

Payout Schedule. The approved Lump Sum will be divided into equal payments as noted in the Service Provider’s payout schedule.

Payment. All invoice payments shall be subject to correction in subsequent invoices and payments and upon the final acceptance and payment. No payment shall be made when, in the judgment of ABI, the Work is not proceeding in accordance with the provisions of the Contract. Portions of the progress payment may be withheld in accordance with provisions of this Contract including the Project Requirements.

Right to Withhold Payments. ABI may withhold payments claimed by the Service Provider on account of:

- A. Defective Work,
- B. Damages for Non-conforming Work,
- C. Failure to provide ABI the opportunity to inspect the Work,
- D. Damage to a third party,

- E. Claims filed or reasonable evidence indicating probable filing of claims,
- F. Failure of the Service Provider to make payments to Subcontractors or for Materials or labor,
- G. Substantial evidence that the Project cannot be completed for the unpaid balance,
- H. Substantial evidence that the amount due ABI will exceed the unpaid balance,
- I. Regulatory non-compliance or enforcement,
- J. Failure to submit Closeout Documentation, and
- K. All other causes that ABI reasonably determines negatively affect the City's interest.

Taxes, Fees, Allowances, and Notices. The Service Provider shall pay all taxes, charges, fees, and allowances and give all notices necessary and incidental to the due and lawful prosecution of the Work. Except as expressly provided otherwise in this Contract, all such taxes, charges, fees, and allowances are Incidental to the Contract.

Damages for Non-Conforming Work. If the Service Provider performs Non-conforming Work that causes ABI to incur costs including environmental costs or penalties, failure of the Federal Highway Administration to participate in certain costs for reasons due to the Service Provider's performance, Departmental staff time related to the non-conformity, penalties, or other damages of any nature whatsoever ("Damages"), then the Service Provider shall be liable to ABI for such Damages. ABI, at its option, and without liability, may deduct such Damages from amounts otherwise due the Service Provider and/or postpone disbursement of Progress Payments until the non-conformity is corrected.

Final Payment. The Acceptance by the Service Provider of the final payment, as evidenced by cashing of the final payment check, constitutes a release to ABI from all claims and liability under the Contract. Upon Final Acceptance, the Service Provider is released from further obligation, except for warranty obligations provided for in this Contract.

General Payment Provisions.

Full Compensation. Payments to the Service Provider shall be full compensation for furnishing all labor, Equipment, Materials, services, and Incidentals used to perform all Work under the Contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of any kind arising from the nature or prosecution of the Work.