

**Atlanta BeltLine, Inc.
Request for Proposals
Historic Fourth Ward Park
Skate Park Expansion**

INTRODUCTION

Atlanta BeltLine, Inc. ("ABI"), as the agent for the City of Atlanta Department of Parks, Recreation and Cultural Affairs, is requesting proposals from qualified firms interested in providing construction services at 840 Willoughby Way NE, Atlanta GA. Construction will consist of grading, erosion and sedimentation control, pouring four skateable concrete areas, construction of concrete stairs, construction of several skateable elements, grading and restoration of existing accessway, repair of granite clad walls, setting of granite curbing, the extension of concrete pathways and pavers and stormwater management improvements outlined in the Permitted Plans.

SUBMITTAL DEADLINE

All responses to this Request for Proposals (RFPs) must be submitted in hard copy or via email no later than **March 28, 2014 at 12:00 Noon**. Bids will be publicly opened on **March 28, 2014 at 12:05 PM**. Submittals received after this time and date will not be considered.

Please address the submittal to:

**Meghan Injaychock
Landscape Architect
Atlanta BeltLine, Inc.
Suite 300
86 Pryor Street, SW
Atlanta, Georgia 30303
Email: minjaychock@atlbeltline.org**

MANDATORY PRE-PROPOSAL MEETING

A mandatory pre-proposal meeting will be held on **February 28, 2014, at 12:00 Noon**, at the Historic Fourth Ward Skate Park (830 Willoughby Way NE, Atlanta, GA). The meeting will progress to Historic Fourth Ward Park following the initial introduction to the Skate Park site (680 Dallas Street NE, Atlanta, GA).

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 on **March 12, 2014 at 5:00 PM**. ABI will provide all written questions and responses to interested bidders on **March 14, 2014, at 5:00 PM**.

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

**Meghan Injaychock
Landscape Architect
Atlanta BeltLine, Inc.
Suite 300
86 Pryor Street, SW**

Atlanta, Georgia 30303
Email: minjaychock@atlbeltline.org

BACKGROUND ON THE ATLANTA BELTLINE

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.

- 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 installations

PROJECT DESCRIPTION AND BACKGROUND

The project site is located at the existing Historic Fourth Ward Park Skate Park. This project is an expansion of existing skate facilities built in 2010. Several areas of the park had been previously vegetated but are now barren due to high use of the park. Much of this disturbed area has added to stormwater runoff issues and is now designed to become paved. Skateable elements will also be incorporated into these new paved areas and several existing trees will remain to be incorporated into the overall design for the expansion of the skate park. Other elements to be incorporated into the expansion of the skate park include: construction of granite walls, repair of existing granite clad walls, paving of concrete paths and pavers in existing plant beds, grading and vegetative restoration of existing accessway, and the construction of stair system. The project also focuses on mitigating the existing stormwater issues experienced since the Park's opening. Water from Freedom Parkway routinely washes into the park creating issues with flooding and filling of the skateable bowls. This design includes several stormwater management dry wells along with the grading and conveyance of stormwater along the South side of the Willoughby Way sidewalk that runs parallel to Freedom Parkway.

In addition to work in the skate park, several design issues have arisen in Historic Fourth Ward Park that will be covered in the scope of this construction contract. These additions and repairs will include: paving of an existing plant bed, and the repair of a wooden walkway railing. All of these repairs and additions are described in this RFP.

SCOPE OF SERVICES

The selected Contractor shall furnish all labor, insurance, supervision, equipment, materials and incidentals necessary for the construction of the proposed improvements described herein. All improvements must meet or exceed existing Americans with Disabilities Act Accessibility Guidelines ("ADAAG"), City of Atlanta, and any other applicable standards. All plans will be available at the ABI offices upon request.

The improvements consist of the following:

- Site demolition as required

- Grading and construction of stormwater conveyance system in accordance with Permitted Plans
- Grading, decompaction and planting restoration of existing accessway
- Construction of four areas of concrete within the Skate Park (one area is noted as an add alternate in the Permitted Plans)
- Construction of stairs and granite cheek wall
- Repair of existing granite clad walls
- Construction of skate elements per permitted plans
- Setting of granite curbing and granite curbing tree wells
- Paving of areas in Historic Fourth Ward Park as described in Appendix 2
- Repair of wooden railing in Historic Fourth Ward Park as described in Appendix 2
- Planting and seeding/plugging of areas defined by the Landscape Plan provided within the Permitted Plans
- 2 year maintenance warranty
- Compliance with ABI's First Source Hiring Policies as defined in Appendix A attached hereto and incorporated herein by reference

CONTRACTOR RESPONSIBILITIES

The responsibilities of the Contractor include, but are not limited to the following:

- The Contractor shall construct the proposed grading, stormwater conveyance plans and associated appurtenances as described in the construction documents.
- The selected Contractor shall work closely with ABI and the City of Atlanta to coordinate safety, security and traffic issues in and around the job site. ABI and City of Atlanta shall have the final authority on all security and traffic related recommendations.
- The Contractor shall, at its expense, maintain the project site in a clean, orderly and safe condition and employ sufficient personnel to comply with these obligations.
- The Contractor shall, during the term of the Agreement, be solvent and fully able to meet its obligations hereunder described and when they become due;
- Contractor shall adhere to all applicable immigration and labor and employment laws, hazardous materials regulations, safety standards, and regulations pertaining to employees in a public facility;
- The Contractor shall work with ABI's Community Engagement staff as required to ensure that the surrounding neighbors are adequately informed of the job's progress.
- The following requirements apply to the submission of surety bonds:
 - a. ABI, Invest Atlanta, and the City of Atlanta shall be named as co-obligees on all bonding;
 - b. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to ABI and the City of Atlanta, and be authorized to act as such in the State of Georgia;
 - c. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
 - d. In accordance with Georgia law, and upon award of the Agreement, separate Performance and Payment bonds shall be required of the successful Bidder, each in an amount not less than the

total amount payable under the Agreement. The Performance Bond shall remain in effect for one (1) year after final acceptance of the Work or the warranty period under the Agreement, whichever is longer.

- e. The Payment Bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Bidders shall refer to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.
- f. Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of ABI or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails to execute the Agreement and to furnish the other documents required within fifteen (15) days, ABI will retain the Bid Guarantee as liquidated damages and not as a penalty.
- g. Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their power of attorney.

SCHEDULE

The Contractor shall complete the project within 180 days of receiving a Notice to Proceed. Failure to meet this schedule may result in the assessment of liquidated damages in the amount of \$500/day. The Contractor should also include in the schedule weekly meetings with ABI and other partners.

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, contact person, and 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 is the best qualified to perform the engagement and that the proposal is an irrevocable offer for a stated period of time (minimum 120 days);
- Information about the firm;
- 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;
- All bid forms completed in their entirety;
- 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 using the criteria described in this RFP; and
- ABI staff will run the public community engagement process. However, the Contractor may be asked to attend public meetings to answer questions.

ABI retains the right to request any additional information pertaining to the Contractor's ability, qualifications, and procedures used to accomplish all work under the Agreement 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 "Historic Fourth Ward Park Skate Park Expansion Proposal". The proposals will be reviewed and evaluated for the relevant experience of the Project Team members, 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 with "Historic Fourth Ward Park Skate Park Expansion Cost Proposal" on the front. The cost envelope will only be opened once a Bidder is determined to be responsive and qualified for the type of work required under this RFP. If the bid is submitted via e-mail, then the Cost Proposal must be attached as a clearly named and separate attachment. No mention of the value of the bid may be included in the body of the main proposal.

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 120 days.

ABI is committed to the practice of non-discrimination in the selection of team members and relationships with subContractors with a desire to reflect diversity in the participation of companies engaged in the Atlanta BeltLine project. ABI strongly encourages participation by FBE/MBE and SBE entities in all contracts issued by ABI. We anticipate that as a part of a responsive submittal that FBE/MBE and SBE participation will be included. ABI has a MBE/DBE/FBE goal of 30% for this project. There is no set maximum limit on MBE/DBE or FBE participation. Pre-Qualified companies will be required to list any and all Female, Minority

or Small Business Enterprises (FBE/MBE/SBE) that will be utilized on its team for this project and the projected dollar value of the amount of revenue to be received by the FBE/MBE/SBE and percentage of the overall Scope of Services the DBE will perform in response to future Invitations to Bid or Requests for Proposals. All respondents shall include specific information on the role of each DBE entity, on their team. It is advisable that Female and Minority Owned Business Enterprises be certified by either the Georgia Department of Transportation, the City of Atlanta, the Georgia Minority Supplier Development Council, or MARTA. Applicants must include copies of FBE, MBE, SBE certifications for their sub-Contractors with their submittal packages.

EVALUATION OF SUBMITTALS

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

1. Is the Contractor properly licensed?
2. Is the Contractor independent?
3. Has disciplinary action been taken or is pending against the Contractor?
4. Has the Contractor been barred from providing work on federal, State or City construction

projects?

5. Is the Contractor using E-Verify in compliance with State and City laws?

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

- Does the Contractor have a quality control program to help ensure adherence to high professional standards? If yes, please provide a copy of the same to ABI upon request.
- Does the proposal fully respond to the needs of ABI?
- What is the timeframe the Contractor will be able to complete the services requested?
- Is the quality of the Contractor's professional personnel to be assigned to the engagement and quality of the Contractor's management support personnel available for technical consultation adequate?
- Has the Contractor performed similar services for other local governments, 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 Contractor performed services for any non-profit organizations? If so, please list the references for non-profit experience and indicate if we may contact them.
- Does the proposal adequately describe in a clear, concise, and understandable manner the procedures to be used for completion of the project?

Bid Evaluation Scoring

	Maximum
Price	40
References	15
Past Projects	30
Team Composition	15
<hr/>	
	100

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 performed by the Contractor 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 Agreement to be awarded, person(s) who will be responsible for any work shall be qualified to do the same.

- C. Sub-Contractors as part of the project team must be clearly identified in the submittal, including roles, resumes of key personnel and project references.
- D. 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 (“AI”) or the City of Atlanta, upon any debt or contract, or that the Contractor is a defaulter, as surety or otherwise, upon any obligation to ABI, AI or the City of Atlanta, or to any Contractor that is deemed irresponsible or unreliable by AI, ABI or the City of Atlanta. If requested, the Contractor or proposed Sub-Contractor 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)
 - Underground, explosion, and collapse coverage (included in 1986 or later form)
 - 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
- (e) 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 similar form)

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

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

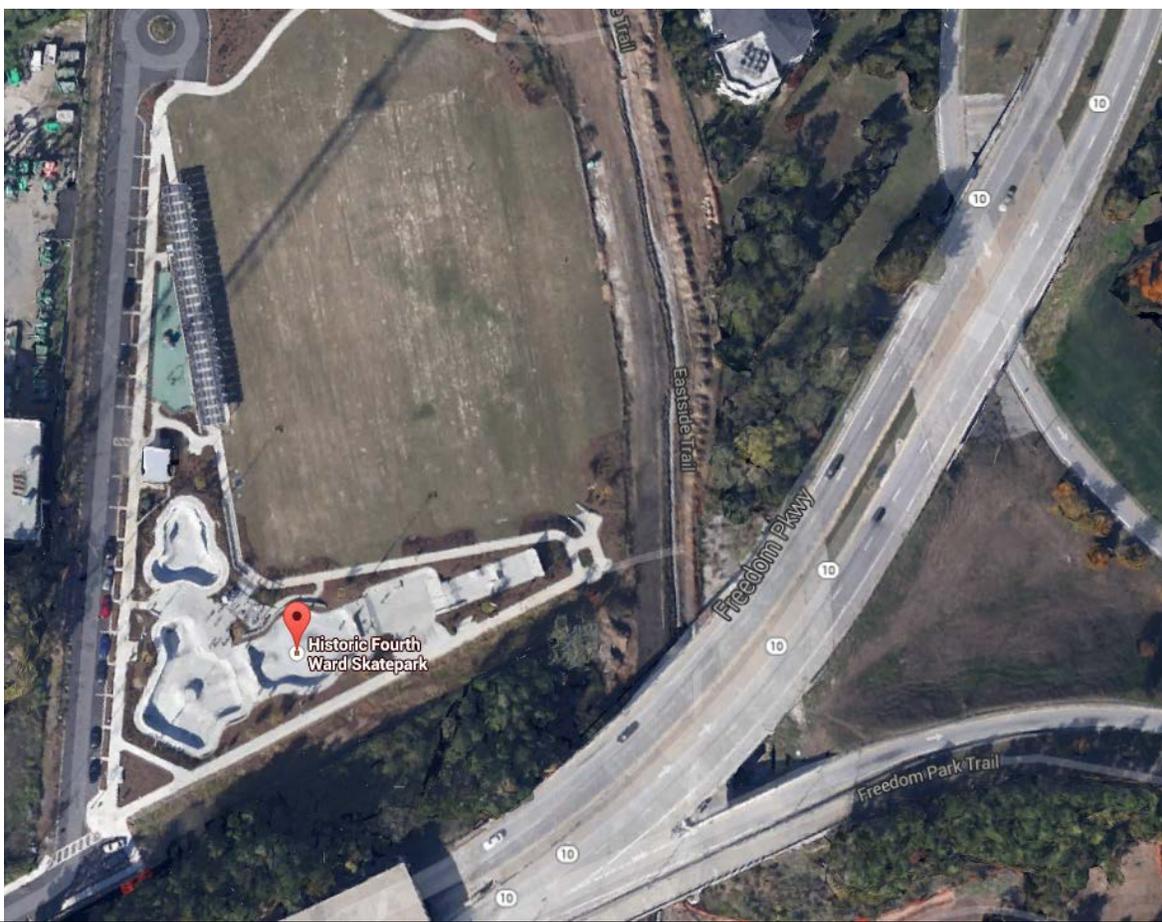
Contractor shall incorporate a copy of the insurance requirements as herein provided in each and every subcontract with each and every Sub-contractor in any tier, and shall require each and every Sub-contractor of any tier to comply with all such requirements. Contractor agrees that if for any reason Sub-contractor fails to procure and maintain insurance as required, all such required insurance shall be procured and maintained by Contractor at Contractor's expense and the expense for the same offset against any funds due to the Contractor

No Contractor or Sub-Contractor shall commence any work of any kind under the contract as awarded pursuant to this RFP until all insurance requirements contained in the Agreement 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 Contractor shall agree to waive all rights of subrogation against ABI or its successors or assigns, IA, the City of Atlanta, and their respective officers, officials, employees, and volunteers from losses arising from work performed by the Contractor for ABI.

The Contractor 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 ABI upon its request.

APPENDIX 1
SITE LOCATION MAP



Appendix A

FIRST SOURCE HIRING

ATLANTA BELTLINE FIRST SOURCE EMPLOYMENT AGREEMENT CONSTRUCTION CONTRACTORS

THIS ATLANTA BELTLINE FIRST SOURCE EMPLOYMENT AGREEMENT (the "Agreement"), dated as of November 12, 2013 (the "Effective Date"), is entered into between **Atlanta BeltLine, Inc.**, a Georgia nonprofit corporation, located at 86 Pryor Street, Suite 200, Atlanta, Georgia 30303 ("ABI"), and _____ a _____ company (the "Contractor" or "Construction Contractor").

WITNESSETH:

WHEREAS, ABI has been formed by The Atlanta Development Authority (the "Authority") to perform certain of the Authority's redevelopment responsibilities for the City of Atlanta (the "City") with respect to the City of Atlanta Tax Allocation District Number Six – BeltLine (the "BeltLine TAD") and the BeltLine Redevelopment Plan (the "Redevelopment Plan") approved and adopted pursuant to Ordinance 05-O-1733 (the "BeltLine Ordinance") duly adopted by the City Council of the City on November 7, 2005, as approved by the Mayor of the City on November 9, 2005;

WHEREAS, the City Council of the City, by Ordinance 06-O-1568, adopted on July 17, 2006, and approved by the Mayor of the City on July 18, 2006, approved certain projects or phases of projects to implement the Redevelopment Plan (the "Five-Year Work Plan");

WHEREAS, the U.S. Census Bureau shows the City with twenty-eight neighborhoods where forty percent (40%) or more of the residents are living below the federal poverty level, many of which are located within the BeltLine TAD.

WHEREAS, ABI and the City desire to address the issues of unemployment and underemployment by providing meaningful employment opportunities to residents located within the Atlanta BeltLine neighborhoods;

WHEREAS, in order to address these issues, Section 19 of the BeltLine Ordinance provides that "[T]he capital projects that receive funding from TAD bond proceeds shall reflect, through the Agreements or funding agreements that accompany such projects, certain community benefit principles, including, but not limited to: prevailing wages for workers; a "first source" hiring system to target job opportunities for residents of impacted low income Atlanta BeltLine neighborhoods; and establishment and usage of apprenticeship and pre-apprenticeship programs for workers of impacted Atlanta BeltLine neighborhoods";

WHEREAS, a Community Benefits Jobs Policy was adopted by the Board of Directors of ABI on June 16, 2009, for the purpose of providing employment opportunities for the unemployed and the economically disadvantaged (the "Community Benefits Jobs Policy"), which Community Benefits Jobs Policy will be administered on behalf of ABI by the Atlanta Workforce Development Agency ("AWDA") and monitored by ABI; and

WHEREAS, ABI and AWDA entered into that certain Memorandum of Understanding, dated September 1, 2009 (the "AWDA MOU") setting forth the parameters for providing recruitment, referral and placement services through the Atlanta BeltLine First Source Register to the Construction Contractor;

WHEREAS, the Contractor has entered into an Agreement, dated _____, 2014 with ABI (the "Agreement"), whereby ABI desires for the Contractor to perform all work required for construction services for the purpose of grading, erosion and sedimentation control, pouring four skateable concrete areas, construction of concrete stairs and several skateable elements, grading and restoration of existing accessway, repair of granite clad walls, setting of granite curbing, extending concrete pathways and pavers, and stormwater management improvements at 830 Willoughby Way, NE, Atlanta, Georgia, referred to as the Historic Fourth Ward Skate Park Expansion (the "Project"); and

WHEREAS, in order to induce and further facilitate the successful accomplishment of Section 19 of the BeltLine Ordinance, the Redevelopment Plan and the Community Benefits Jobs Policy, ABI and the Contractor desire to enter into this Agreement to set forth the respective responsibilities and obligations of each party during the Project.

NOW, THEREFORE, in consideration of the mutual covenant herein contained, ABI and the Contractor hereby agree as follows:

Section 1. Definitions. The following capitalized terms shall have the following meanings. All definitions include both the singular and plural forms.

"Atlanta BeltLine First Source Register" shall mean the register provided by AWDA providing the Contractor and its Sub-contractors with Targeted Residents and residents of the City of Atlanta from which to fill Entry-level construction positions.

"Construction Contract" shall mean any contract or subcontract of any tier between the Contractor and the Sub-contractor that is for the performance of construction on the Project.

"Entry-level" shall mean any non-managerial position that requires either no education above a high school diploma or certified equivalency, or less than two (2) years of training or specific preparation. This definition includes, but is not limited to apprentices.

"Sub-contractor" shall mean any Contractor performing construction work either directly or indirectly for the Contractor, pursuant to any Construction Contract, including any lower-tier sub-contractors.

"New Construction Positions" shall mean any non-executive, non-professional engineering, non-office, or non-clerical jobs, or any jobs not filled by full-time employees on the Contractor's payroll for at least three months prior to the notice to proceed for the Project.

"Targeted Resident" shall mean a resident of the City, who is living in identified census tracts within the BeltLine TAD.

Section 2. General.

A. Contractor shall and shall cause the Contractor's Sub-contractors to use AWDA as its first source for the recruitment, referral and placement of New Construction Positions through the Atlanta BeltLine First Source Register subject to the terms of this Agreement.

B. Pursuant to the AWDA MOU, AWDA will provide recruitment, referral and placement services through the Atlanta BeltLine First Source Register to the Contractor and its Sub-contractors subject to the limitations set forth in the MOU.

Section 3. Responsibilities of the Contractor. The Contractor shall, and shall cause its Sub-contractors to:

A. make a good faith effort, or cause a good faith effort to be made, to employ persons from the Atlanta BeltLine First Source Register to work at least fifty percent (50%) of the total jobs for all Entry-level New Construction Positions for the Project and to work at least twenty percent (20%) of the total jobs for all New Construction Positions for the Project.

B. utilize the Atlanta BeltLine First Source Register as the initial source for procuring candidates for all New Construction Positions for the Project.

C. at least ten (10) days prior to hiring for any Construction position at the Project, provide AWDA with a list of all New Construction Positions for which the Contractor is hiring for the Project, as well as the job qualifications for those positions.

D. if the Contractor contracts with a Sub-contractor, the Contractor shall require the Sub-contractor to complete the Employer's Projection of Positions Form, a copy of which is attached hereto as Exhibit A and submit the original of the same and a copy to AWDA's First Source Officer prior to executing a Construction Contract with the Sub-contractor and prior to the Sub-contractor hiring for any positions for the Project.

E. include provisions in all Construction Contracts entered into with Sub-contractors requiring such Sub-contractors to represent and warrant that they shall adhere to the terms of this Agreement.

F. prior to or upon execution of the Construction Contract between the Contractor and the Sub-contractor, or between a Sub-contractor and any lower-tier Contractor, provide training to the Sub-contractor in order to provide the Sub-contractor with all necessary information and materials in order for the Contractor to comply with this Agreement.

G. along with the execution of the construction contract, submit Exhibit D, a plan for new hires generated by the construction project.

H. provide letters of assent to the terms of this Agreement to ADWA from Construction Contractors, including Sub-contractors, prior to any Construction Contractor performing any work on the Project

I. evaluate and interview all candidates provided by AWDA from the Atlanta BeltLine First Source Register and provide AWDA with the Post-Interview Evaluation Form, attached hereto as Exhibit B, within ten (10) days of the evaluation and interview.

J. with the submittal of each payment application for the Project, provide to ABI the following documentation documenting the Contractor's as well as the Sub-contractor's efforts to comply with this Agreement:

- (i) a copy of all completed Employer's Projection of Positions Forms, in the form attached hereto as Exhibit A, which have been completed since the last requisition submitted;
- (ii) a copy of all completed Post-Interview Evaluation Forms, in the form attached hereto as Exhibit B, which have been completed since the last requisition submitted; and
- (iii) the completed and certified Requisition Progress Report, in the form attached hereto as Exhibit C, pursuant to the Project, certifying compliance with this Agreement and

detailing individuals who were hired, their address, neighborhood, start and end employment dates and hours worked during that month.

K. concurrently provide the completed and certified Requisition Progress Report in the form attached hereto as Exhibit C to AWDA.

L. maintain daily sign-in sheet logs, payroll and residency records for all of its employees and make said payroll and residency records available to AWDA upon written request. AWDA shall not use such records for any purpose other than monitoring of compliance with this Agreement.

Section 4. Nondiscrimination. No party to this Agreement shall discriminate against Targeted Residents in any terms and conditions of employment, including retention, promotions, job duties, shift assignments and training opportunities.

Section 5. Events of Default. If ABI determines through AWDA that the Contractor has not complied with the terms of this Agreement, ABI may take any or all of the following actions:

- A. Withhold progress payments of up to 10% of the Contract Amount;
- B. Terminate the Agreement; or
- C. Declare the Construction Contractor and/or the Construction Contractor ineligible for participation in future contracts with ABI for a period of three (3) years from the date of termination of the Agreement.

Section 6. Notices. All notices, consents, approvals and other communications which may be or are required to be given by ABI, AWDA or the Contractor under this Agreement shall be properly given only if made in writing and sent by (a) hand delivery, or (b) certified mail, return receipt requested, or (c) a nationally recognized overnight delivery service (such as Federal Express, UPS Next Day Air or Airborne Express), (d) by email to the email address listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the methods listed in this Section 6(a), (b) or (c)) or (e) by facsimile to the facsimile number listed below (provided that a copy of such notice is also delivered within 24 hours to the party by one of the other methods listed in this Section 6(a), (b) or (c)), with all postage and delivery charges paid by the sender and addressed to the other parties as applicable as set forth below. Said notice addresses are as follows:

If to Contractor:

Address

If to ABI:

Atlanta BeltLine, Inc.
86 Pryor Street, SW, Suite 300
Atlanta, Georgia 30303 Attention:
General Counsel

If to AWDA:

Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, Georgia 30315-1523 Attention: First
Source Officer

Each party may change its address by written notice in accordance with this Section (effective five (5) days after the delivery of written notice thereof). Any communication addressed and mailed in accordance with this Section will be deemed to be given when received, unless rejected or returned by the recipient, in which case when mailed, any notice so sent by electronic or facsimile transmission will be deemed to be given when receipt of such transmission is acknowledged, and any communication so delivered in person will be deemed to be given when received for, or actually received, by the party identified above.

Section 7. Amendments and Waivers. Any provision of this Agreement may be amended or waived if such amendment or waiver is in writing and is signed by the parties hereto. No course of dealing on the part of any party to this Agreement, nor any failure or delay by any party to this Agreement with respect to exercising any right, power or privilege hereunder will operate as a waiver thereof.

Section 8. Invalidity. In the event that any provision of this Agreement is held unenforceable in any respect, such unenforceability will not affect any other provision of this Agreement.

Section 9. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective permitted successors and assigns. The Construction Contractor may not assign this Agreement or any of its rights hereunder or any interest herein without the prior written consent of ABI, which consent may be withheld or conditioned in the sole discretion of ABI; provided, however, that ABI will not unreasonably withhold its consent to an assignment by the Construction Contractor of all or any of its rights under this Agreement

Section 10. Exhibits; Titles of Articles and Sections. The exhibits attached to this Agreement are incorporated herein and will be considered a part of this Agreement for the purposes stated herein, except that in the event of any conflict between any of the provisions of such exhibits and the provisions of this Agreement, the provisions of this Agreement will prevail. All titles or headings are only for the convenience of the parties and may not be construed to have any effect or meaning as to the Agreement between the parties hereto. Any reference herein to a Section or subsection will be considered a reference to such Section or subsection of this Agreement unless otherwise stated. Any reference herein to an exhibit will be considered a reference to the applicable exhibit attached hereto unless otherwise stated.

Section 11. Applicable Law. This Agreement is made under and will be construed in accordance with and governed by the laws of the State of Georgia.

Section 12. Entire Agreement. This Agreement represents the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous, or subsequent oral agreements of the parties. There are no unwritten oral agreements between the parties.

Section 13. Termination of Agreement. Without cause, ABI may terminate this agreement at any time upon thirty (30) days' written notice to the Contractor and AWDA.

IN WITNESS WHEREOF, this Agreement is executed by ABI, AWDA and the Contractor as of the date first written above.

ATLANTA BELTLINE, INC.

By: _____
Paul F. Morris, FASLA
President and CEO

CONTRACTOR, a _____ company

By: _____
Name:
Managing Member

Exhibit A to Appendix A

EMPLOYER PROJECTION OF POSITIONS

INSTRUCTIONS

Pursuant to the Atlanta BeltLine First Source Employment Agreement, all Contractors must provide a.) a letter of assent to the terms of the Atlanta BeltLine First Source Employment Agreement, and b.) a list of any *non* New Construction Position workers that may be on the construction site during the life of the project immediately upon execution of any Contractor or sub-contractor contract.

Please complete Sections 1 and 2 of this form.

SECTION 1. CONTRACTOR ASSENT

I have read the Atlanta BeltLine First Source Employment Agreement and assent to the terms therein.

Contractor

Date

SECTION 2. NON NEW CONSTRUCTION POSITIONS

Please list of all of the full time current construction workers that may work on the site during the life of the project. Indicate the category of work for which they will be utilized. This list shall be deemed exempted positions. AWDA will not need to be notified 10 days prior to their hiring or arrival on the project site as long as their names are reflected on this list, a sample of which is attached as Exhibit A-1 to Appendix A. A **Non** New Construction Position is any executive, professional engineering, office, or clerical jobs, or any jobs filled by full-time salaried employees on the Construction Contractor's payroll for at least three months prior to the notice to proceed for the project.

Continued on Next Page

Exhibit A-1 to Appendix A

CURRENT CONSTRUCTION PROJECT EMPLOYEES

Names/ Positions	Names/ Positions	Names/Positions
1.	26.	51.
2.	27.	52.
3.	28.	53.
4.	29.	54.
5.	30.	55.
6.	31.	56.
7.	32.	57.
8.	33.	58.
9.	34.	59.
10.	35.	60.
11.	36.	61.
12.	37.	62.
13.	38.	63.
14.	39.	64.
15.	40.	65.
16.	41.	66.
17.	42.	67.
18.	43.	68.
19.	44.	69.
20.	45.	70.
21.	46.	71.
22.	47.	72.
23.	48.	73.
24.	49.	74.
25.	50.	75.

Exhibit B to Appendix A POST INTERVIEW EVALUATION FORM

Instructions

Pursuant to the Atlanta BeltLine First Source Employment Agreement, the Contractor and any Sub-contractors must complete and submit this form to the Atlanta Workforce Development Agency (“AWDA”) within ten (10) days of interview with a potential employee.

Name of the candidate: _____

Date interviewed: _____

Did this person meet the qualifications for the position? Why or Why not?

Was the candidate hired? (Y/N): _____

If not, why was the candidate not hired for this position?

How could the candidate improve his or her employability for this position?

**EXHIBIT C to Appendix A
Requisition Progress Report**

Exhibit D –Hiring Plan to Appendix A

Part of the Atlanta BeltLine project is connecting new employment opportunities with residents in the City of Atlanta that surround the BeltLine.

Please list the positions for which new hires will be needed outside of pre- existing employees.

	Type of Position	Number of Positions	Entry Level / Non Entry Level
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
TOTAL			

Appendix 2
Historic Fourth Ward Park Repair Locations

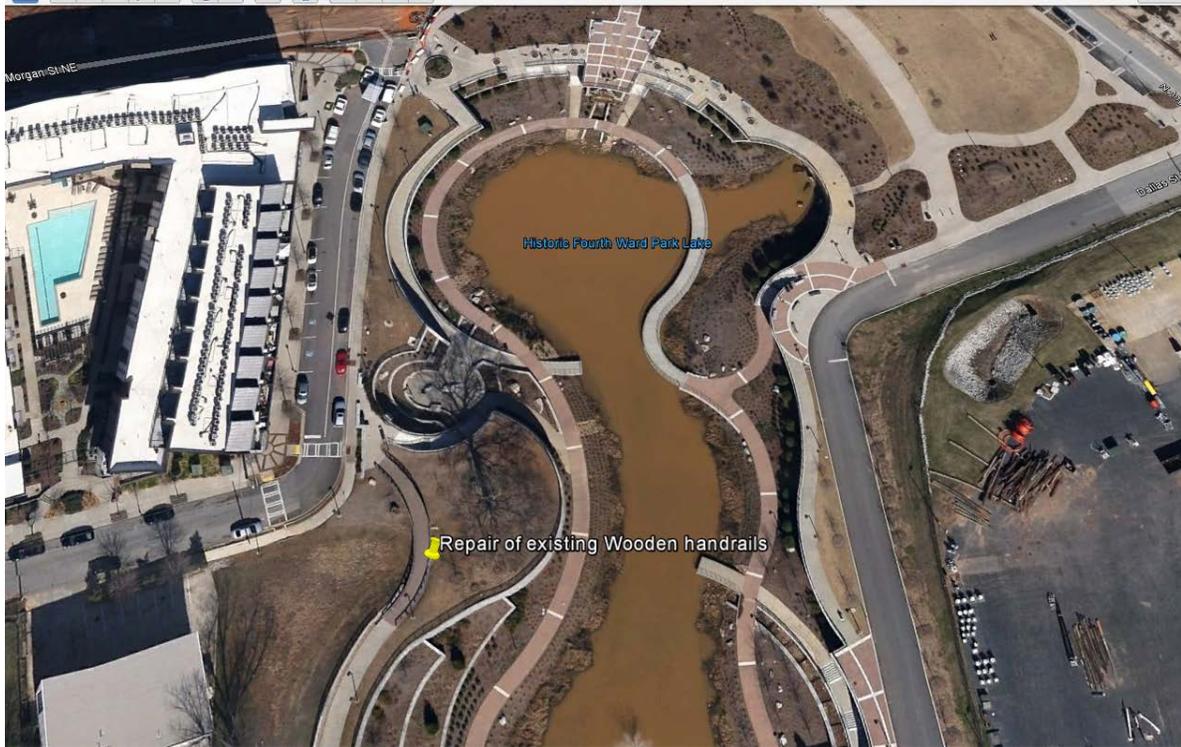


Figure 1: Area of wooden railing repair



Figure 2: Paved area near playground

Appendix 3 Historic Fourth Ward Park Skate Park Pavement Additions



Figure 3: Concrete pavers in planting beds



Figure 4: Concrete pavers leading from shade structure stairs to multi use field

INSERT DATE

INVITATION TO BID

Project: **Historic Fourth Ward Park Skate Park Expansion**

Atlanta Beltline Inc. (ABI) is soliciting competitive sealed bids from qualified firms to construct the **Historic Fourth Ward Park Skate Park Expansion** project. The successful bidder will be responsible for providing all material, equipment and labor for the required Scope of Work.

Sealed bids will be received by designated ABI staff at 86 Pryor Street SW, Suite 300, Atlanta, GA 30303 until **March 28, 2014 at 12:00 Noon**, and will be publicly opened and read aloud at **12:05 PM** on the same day. Any bid received after **12:00 PM** will not be accepted. Bid envelopes must be marked on the outside with the Project Name, name of Bidder, date and time of opening. Contractor providing the utility work must have a current valid Utility Contractor's License.

The principal features of the work to be performed under this contract include the construction of stormwater dry wells, granite walls, concrete stairs, skate elements, granite curbing, stabilization planting, paved pathways and skate areas, and repair of existing wooden railings.

Construction Drawings and Specifications will be available for download from the web site after **INSERT DATE**. Costs associated with printing the documents are solely the responsibility of the Bidder.

A **MANDATORY Pre-Bid Conference** will be held on **February 28, 2014 at 11:00 AM**, at the site located at the Historic Fourth Ward Skate Park located at 830 Willoughby Way, Atlanta, GA. This is the only scheduled time to view the site.

The purpose of the Pre-Bid Conference is to provide bidders with detailed information regarding the project and to address questions and concerns. There will be representatives from ABI and its design consultants available at the conference to discuss this project and to answer any questions. **Bidders are required to attend the Pre-Bid Conference.**

Bidders will be allowed to ask questions during the Pre-bid conference. However, please note that oral answers to questions during the Pre-bid are not authoritative unless answered by addenda to the contract documents. The last date to submit questions in writing is **March 2, 2014 at 5:00 P.M.** Questions should be submitted in writing to:

Meghan Injaychock
Atlanta Beltline Inc
86 Pryor Street, SW, Suite 300
Atlanta, GA 30303

or by email at minjaychock@atlbeltline.org.

Historic Fourth Ward Skate Park Expansion

Questions will be responded to via addendum by **March 28, 2014 at 5:00 P.M.**

Minority Participation: ABI encourages all Bidders to promote opportunities for diverse businesses, including FBEs and MBEs, to compete for business as sub-contractors and/or suppliers. To support equal business opportunity, ABI has set a minority participation goal of 30% of the overall project amount be awarded to FBE/MBE sub-contractors/suppliers by the Bidder.

Bids in the case of organizations not chartered in Georgia, must be accompanied by proper certification stating that said organization is authorized to do business in the State of Georgia.

No Bidder may withdraw his Bid within ninety (90) days after the actual date of the opening thereof.

Bidder agrees to complete the Contract awarded within the "allowable calendar days for completion" from the date of the "Notice to Proceed." Bidder further agrees that the ABI may retain from the monies which may become due in the amount of **\$500 dollars/day (past final completion)** for each and every day that the completion of the work may be delayed.

All Bidders are required to submit a Bid Bond or certified check made payable to Atlanta Beltline Inc. in the amount of five percent (5%) of the total amount bid. The Bid Bond or certified check must be enclosed in the envelope with the sealed bid. The successful bidder will be required to furnish a contract Performance Bond and Payment Bond, each in the sum of 100% of the total amount bid and provide insurance coverage as required by the contract documents.

The Bonding Company must be licensed to do business in Georgia by the Georgia Secretary of State and the Georgia Insurance Department, and be listed in the Department of Treasury's Publication of Companies Holding Certificates of Authority as Acceptable Surety on Federal Bonds and as Acceptable Reinsuring Companies and have an A.M. Best rating of A-1 or higher.

All bonds must be submitted on forms provided by ABI and agencies providing bonds and insurance must provide proof that they meet the criteria outlined in the bid and contract documents.

ABI reserves the right to cancel any and all solicitations and to accept or reject, in whole or part, any and all bids when it is for good cause and in the interest of ABI. ABI will not be responsible for any cost of by the bidder associated with the preparation of its bid.

INSTRUCTION TO BIDDERS PACKAGE

Project: **Historic Fourth Ward Park Skate Park Expansion**

Bid Date: **March 28, 2014**

The complete Bid Document Package will include the NOTICE TO BID; Plans and Specifications (including General and Special Conditions) Bid Documents and contract documents as outlined below:

- A. No Cost Items: The following items are available to all interested parties at no cost.
 - 1) Invitation to Bid

- B. Cost Items: The following items are available to all interested parties at the cost and location specified in the Invitation to Bid.
 - 1) Plans

 - 2) Volume 1 of 2 – Front End Documents
 - a. Bid Documents which include:
 - i. Instructions to Bidders
 - ii. Bid Form
 - iii. Bidder’s Affidavit
 - iv. Affidavit of Non-Collusion
 - v. Sub-contractor Utilization and Minority Participation
 - vi. Georgia Utility Contractors License Certification
 - vii. Insurance and Bonding Requirements
 - viii. Insurance and Bonding Capacity
 - ix. Bid Bond
 - x. Authorization to Transact Business
 - xi. Bidder/Contractor’s Disclosure
 - xii. Bid Submittal Check List
 - b. General Conditions
 - c. Contract Documents¹ which include:
 - i. Contract Agreement
 - ii. Performance Bond
 - iii. Payment Bond
 - iv. Acknowledgement of Contractor – Corporation
 - v. Acknowledgement of Contractor – Partnership
 - vi. Acknowledgement of Contractor – Individual
 - vii. Acknowledgement of Principal – Corporation
 - viii. Acknowledgement of Principal – Partnership
 - ix. Acknowledgement of Principal – Individual
 - x. Acknowledgement of Surety Company

¹ A draft of the contract Agreement is currently available. Contract Documents will be available after the successful bidder has been selected and the Agreement has been executed.

- 3) Volume 2 of 2 – Specifications (including Special Conditions)

INSTRUCTIONS TO BIDDERS

HISTORIC FOURTH WARD PARK SKATE PARK EXPANSION

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Instructions to Bidders

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2	Receipt and Opening of bids
3	Preparation of Bids
4	Georgia Utility Contractor's License
5	How to Submit Bids
6	Execution of Bidding Documents
7	Errors in Bids
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9	Rejection of Bids
10	Failure to Perform
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INSTRUCTIONS TO BIDDERS

Historic Fourth Ward Park Skate Park Expansion

1. SOLICITATION/NOT OFFER

This solicitation does not constitute an offer by Atlanta Beltline Inc. (ABI) to enter into an Agreement and is not an offer that can be accepted by the Bidder to form an Agreement. No language contained anywhere in this solicitation should be construed or interpreted to convey an offer to enter into Agreement with ABI. The terms of this solicitation are to be considered as a whole. However, no terms may be considered in whole or in part to constitute an offer to enter into an Agreement with ABI.

This solicitation is an invitation for the Bidder to make an offer to ABI in the form of a Bid. No offer made in response to the terms and conditions of this solicitation may include any terms and conditions which can bind ABI to any contractual Agreement until such time as the Agreement has first been awarded by ABI to the most responsible and responsive Bidder whose bid meets the material requirements and criteria set forth in the solicitation and is accepted and fully executed and sealed by agents of ABI designated on the signature page of the Agreement included in the solicitation. The term of your offer must conform to all applicable federal and local laws, and all requirements of the solicitation.

YOUR OFFER IS A FIRM OFFER AND MAY NOT BE WITHDRAWN FOR 90 DAYS.

Your response to this solicitation is a firm offer, which ABI may accept or reject in whole or in part without any further action on your part. The acceptance of your offer by ABI will form an Agreement, which is enforceable against you.

2. RECEIPT AND OPENING OF BIDS

Sealed Bids for the Skate Park Expansion project will be received by designated staff of ABI at 86 Pryor Street SW, Suite 300, Atlanta, Georgia 30303, no later than **12:00 Noon**, (as verified by the Bureau of National Standards) on **March 28, 2014**

ABSOLUTELY NO BID Will BE ACCEPTED AFTER 12:00 Noon.

All Bids received by the time and date established above will be opened and publicly read at **12:05 PM**. (the "Opening").

3. PREPARATION OF BIDS

All Bids must be submitted on bid document forms supplied by ABI and shall be subject to all requirements of the Agreement Documents (as hereinafter described). All Bids must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the Bid by the Bidder. Lump sum, unit price, and extensions of unit prices must be entered in the appropriate spaces provided on the Bid Schedule/Bid Form. Unit prices shall include an appropriate allocation of overhead and other indirect costs so that the summation of unit price extensions and lump sum items represents the total bid amount. In the case of any Bid item for which a fixed amount predetermined by ABI has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and

shall not be revised unless ABI directs a change in the Scope of Work affecting the item to which such amount relates.

ABI may consider as irregular any conditional bid or any Bid on which there is an alteration of, or departure from, the Bid Schedule hereto attached and at its option may reject the same.

Erasures or other changes in the Bids must be explained or noted over the signature of the Bidder. Failure to do so shall render the Bidder as non-responsive and cause rejection of the Bid.

Failure to execute the Bid Schedule/Bid Form documents may render the Bidder as non-responsive and cause rejection of the Bid at the sole discretion of ABI.

4. GEORGIA UTILITY CONTRACTOR'S LICENSE

The Bidder shall provide a Bidder's Georgia Utility Contractor's License Number on the outside of the Sealed Envelope. A Utility Contractor's license number held by a Sub-contractor or issued by another state does NOT fulfill this requirement in lieu of the Bidder's Georgia Utility Contractor's License. Failure to provide the Bidder's Georgia Utility Contractor License Number on the outside of the sealed envelope will result in a rejection of the Bid at the Opening. The Bidder is required to submit a copy of its Georgia Utility Contractor's License as part of the Bid.

5. HOW TO SUBMIT BIDS

Submit the original and five (5) copies of the Bid and other required submittals. The Bid and other required submittals, as outlined in the Bid Submittal Check Sheet, may be photocopied for submission of Bids.

The complete package of Bid documents shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project name, name of Bidder, Bidder's Georgia Utility Contractor's License Number, and date and time of bid opening in order to guard against premature opening of the Bid.

Bids must be addressed to:

**Meghan Injaychock
Atlanta Beltline Inc.
86 Pryor Street SW, Suite 300
Atlanta, GA 30303**

6. EXECUTION OF BIDDING DOCUMENTS

A complete set of Bidding Documents have been bound separately from the Agreement forms and Specifications for the use of Bidders. Bidders shall submit their Bids, together with the bid guarantee and all forms which the Bidder is required to sign, executed in the appropriate manner as set forth below:

- a. If the Bidder is a corporation, all required documents shall be signed by the president or vice-president of the corporation, whose signature shall be attested by the secretary or assistant secretary of the corporation and the corporate seal affixed.

- b. If the Bidder is an individual, all required documents shall be signed by him or her and his or her signature shall be notarized by a notary public.
- c. If the Bidder is an individual doing business under a trade name, all required documents shall be signed by the Bidder whose signature shall be followed by either, "doing business as," or "trading as," followed by the trade name of the Bidder's business, and notarized by a notary public.
- d. If the Bidder is a partnership, all required documents shall be executed by placing the name of the partnership followed by "By: (the name of the partner executing)" followed by the word "Partner," and notarized by a notary public.
- e. If the Bidder is a limited liability company, all required documents shall be signed by the sole or managing member or manager, as the case may be.
- f. If the Bidder is a joint venture, each party to the joint venture shall execute the Bidding Documents in the manner set forth in items a, b, c, d or e of this article of the Instructions to Bidders as appropriate for this type of organization.

If the Bidder is a Joint Venture, all other documents in the Bidding Documents shall be executed by one of the parties to the joint venture, as provided by Article 4 of the Joint Venture Statement, in the same manner as the executed said Joint Venture Statement.

7. ERRORS IN BIDS

Bidders and their authorized representatives are expected to fully familiarize themselves with the conditions, requirements, and Specifications before submitting a Bid. Failure to do so will be at the Bidder's own risk. In case of error in extension or prices in the Bid, the unit prices(s) shall govern.

8. DISQUALIFICATION OF BIDDERS

Any of the following may be considered as sufficient justification for disqualification of a Bidder and the rejection of the Bid:

- a. Submission of more than one Bid for the same work by an individual, firm, partnership, corporation or any other organization under the same or different name(s);
- b. Evidence of collusion among Bidders;
- c. Previous participation in collusive bidding on work for ABI;
- d. Submission of an unbalanced Bid, in which the prices quoted for same items are out of proportion to the prices for other items;
- e. Lack of competency of Bidder (the Agreement will be awarded only to a Bidder(s) rated as responsive, responsible, and capable of performing the Work; ABI may declare any Bidder ineligible at any time during the process of receiving Bids or awarding the Agreement

where developments arise which, in the opinion of ABI adversely affect the Bidder's responsibility; however, the Bidder will be given an opportunity by ABI to present additional evidence before final action is taken).

9. REJECTION OF BIDS

Bids may be considered irregular and may be rejected if they show omissions, alterations of forms, addition not called for, conditions limitations, unauthorized alternate Bids or other irregularities of any kind. ABI reserves the right to waive any informalities or irregularities of Bids.

10. FAILURE TO PERFORM

If for any reason the successful Bidder fails to perform any of the Work required by the Specifications, or if the Work performed is not as specified, ABI reserves the absolute right to have such Work performed by other persons and deduct the cost thereof from the Bid price of the company under Agreement.

11. PRICING SHEET

Prices shall include an appropriate allocation of overhead, other indirect costs and profits so that the summation of unit price extensions and lump sum items represents the total Bid amount. In the case of any Bid item for which a fixed amount predetermined by ABI has already been entered on the Bid Schedule, the amount so entered shall be conclusive of all Bidders as the price for such item, and shall not be revised unless ABI directs a change in the Scope of the Work affecting the item to which such amounts relates. Award will be based on the total fixed unit cost for all items aggregated.

12. BID GUARANTEE

Bidders are required to furnish a Bid Guarantee in the amount of five percent (5%) of the total Bid amount. At the option of the Bidder, the guaranty may be a certified check payable to the order of ABI or a bid bond in the form attached. The bid bond shall be secured by a guaranty or a surety company listed in the latest issue of U.S. Treasury Circular 570. The amount of such bid bond shall be within the maximum amount specified for such company in Circular 570. No Bid shall be considered unless it is accompanied by the required guaranty. Bid Guarantee shall insure the execution of the Agreement and the furnishing of the performance and payment bonds and insurance by the successful Bidder as required by the Agreement Documents. The Bid Guarantee of the Bidders submitting the five (5) lowest total Bid amounts for the Agreement will be retained either until the successful Bidder has signed the Agreement and furnished performance and payment bonds and certificates of insurance, or until the ninetieth (90th) calendar day after the Bid opening date, whichever is sooner. Other Bid Guarantees will be returned within ten (10) calendar days after the Bid opening date. Bid Guarantees being held pending the signing of the Agreement and furnishing other documents will be returned within ten (10) calendar days thereafter. Each Bidder agrees that if it is awarded the Agreement and fails to execute the Agreement and to furnish the other documents required within fifteen (15) days, ABI will retain the Bid Guarantee as liquidated damages and not as a penalty.

Attorneys-in-fact who sign bid bonds must file with the bond a certified and effectively dated copy of their

power of attorney.

13. STATEMENT OF BIDDER'S QUALIFICATIONS

The statement of Bidder's Qualifications must be filled out completely, signed by the Bidder, and notarized.

ABI shall have the right to require such additional information, as it deems necessary to evaluate the ability of the Bidder to successfully perform the Work.

ABI reserves the right to reject any Bidder who does not satisfy ABI as to his/her ability to successfully perform the Work, previous pre-qualification notwithstanding.

14. AFFIDAVITS

All affidavits must be filled in completely, signed by the Bidder, and notarized. Violation of the statements set forth in any affidavit may be grounds for rejection of a Bid, or termination of the Agreement as determined solely by ABI, in addition to other appropriate remedies as provided by local, state, and federal statutes.

15. EQUAL BUSINESS OPPORTUNITY

The Bidder shall complete the Sub-Contractor Utilization/Minority Participation form included in the bid documents.

A determination by ABI that misstatements have been made by the Bidder in this document shall be cause for rejection of Bid or termination of Agreement, as determined solely by ABI.

16. AUTHORIZATION TO TRANSACT BUSINESS

The successful Bidder (if an organization) must submit documentary evidence from the Secretary of State that such organization is in good standing and is authorized to transact business in the State of Georgia.

17. BID FORM

The Bidder must complete and execute these sections of the Bidding documents.

18. PRE-BID INSPECTION

Prior to submission of a Bid, the Bidder shall have made a thorough examination of the Work Site. The Bidder shall become informed as to the nature of the proposed construction, the kind of facilities required to carry out the construction, labor conditions, and all other matters that may affect the cost and time of completion of the Work upon which it bids.

The Bidder shall be familiar with all of the Agreement Documents and other instructions before submitting its Bid, in order that no misunderstanding shall exist in regard to the nature and character of the Work to be done. No allowance shall be made for any claims that the Bid is based on incomplete information as to

the nature and character of the site or the Work involved.

The Contractor, by execution of the Agreement, shall in no way be relieved of any obligation under it due to its failure to receive or examine any form or legal instrument or to visit the site and acquaint itself with the conditions there existing, and ABI shall be justified in rejecting any claims based on facts regarding that which the Contractor should have known as a result thereof.

19. ADDENDA AND INTERPRETATIONS

All questions by prospective Bidders as to the interpretations of the Bidding Documents must be submitted in writing to:

**Meghan Injaychock
Atlanta Beltline Inc
86 Pryor Street, SW, Suite 300
Atlanta, GA 30303**

or by email at minjaychock@atlbeltline.org and must be received by the time and date specified in the Invitation to Bid.

Every interpretation made to a Bidder will be in the form of an Addendum to the Bidding Documents, and when issued. In addition, all Addenda will be sent via e-mail to each person attending the Pre-Bid Conference, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Agreement and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

ABI shall not be bound by any information, explanation, clarification, or any interpretation, oral or written, by whomsoever made, that is not incorporated into an Addendum to the Bidding Documents. No response shall be made to inquiries received later than the time and date specified in the Invitation to Bid.

20. MANDATORY PRE-BID CONFERENCE

A MANDATORY Pre-Bid Conference will be held on **INSERT DATE**, at the site. The meeting will start at the Historic Fourth Ward Skate Park (830 Willoughby Way NE, Atlanta, GA).

General requirements of the work will be discussed at the Pre-bid Conference. Also discussed will be questions regarding preparation and submission of Bids and general contractual requirements. Bidders will be allowed to ask questions. Oral answers to questions during the Pre-bid Conference will not be authoritative.

It should be emphasized, however, that nothing stated or discussed during the course of this conference shall be considered to modify, alter or change the requirements of the Bidding Documents, unless it shall be subsequently incorporated into an addendum to the Bidding Documents.

21. TIME FOR RECEIVING BIDS

Sealed bids will be received by designated ABI staff at 86 Pryor Street SW, Suite 300, Atlanta, GA 30303

until **1:59 PM** on **INSERT DATE**, and will be publicly opened and read aloud at **2:15 PM**. Any bid received after **1:59 PM** will not be accepted. Bid envelope must be marked on the outside with the Project Name, name of Bidder, date and time of opening. Contractor providing the utility work must have a current valid Utility Contractor's License.

22. BID MODIFICATION AND WITHDRAWAL

Bids may be modified after they have been submitted, but only before the Bid opening date and time. Modifications must be signed by the Bidder and must be received by ABI no later than the Bid opening time and date. Modifications should not reveal the total Bid amount, but should identify the addition and subtraction or other modification in a manner in which the prices will not be known by ABI until the sealed Bid is opened.

23. BID EVALUATION

- a. Each Bid timely received and in ABI's hands at the time set forth for the Bid opening shall constitute an offer to perform the work on the terms and conditions of the Agreement Documents and all other requirements, all for the Bid total. For good cause and valuable consideration, the sufficiency of which is acknowledged by submittal of a Bid, each Bidder promises and agrees that its Bid shall be irrevocable for a period of ninety (90) calendar days after the Bid opening and will not be withdrawn or modified during that time. ABI may accept any Bid by giving the Bidder Written Notice of acceptance during that time. If necessary, the period of time specified may be extended by written agreement between ABI and the Bidder or Bidders concerned.
- b. After the Bids have been opened and before any award is made, ABI will evaluate the Bid process, the Bid total, the supplements to the Bid form, Bidder's experience, financial data, proposed sub-contractors and minority participation, and other data relating to Bidders' responsibility and qualifications to perform the Agreement satisfactorily.
- c. All extensions of the unit prices shown and the subsequent addition of extended amounts may be verified by ABI. In the event of a discrepancy between the unit price bid and the extension, the unit price will be deemed intended by the Bidder and the extension shall be adjusted. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.
- d. Bidder may be required to submit, in writing, the addresses of any proposed Sub-contractors or Equipment manufacturers listed on the Bid, and to submit other material information relative to proposed Sub-contractors or Equipment manufacturers. ABI reserves the right to disapprove any proposed Sub-contractor or Equipment manufacturers whose technical or financial ability or resources or whose experience are deemed inadequate.
- e. ABI reserves the right to reject any Bid the prices of which appear to be unbalanced, and to reject any or all Bids, or parts thereof, if it determines, in its sole discretion, that such rejection is in the best interest of ABI. Where only a single responsible and responsive Bid

is received, ABI may in its sole discretion, elect to conduct a price or cost analysis of the Bid. Such Bidder shall cooperate with such analysis and provide such supplemental information as may be required. The determination whether to enter into an Agreement with such sole Bidder shall be solely within ABI's discretion and not dependent upon performance of a price or cost analysis.

- f. Bids will be evaluated on the basis of determining the lowest Bid total of a Bidder, not including alternates, whose Bid is responsive to the Invitation to Bid and who is determined to be technically, financially and otherwise responsible to perform the Agreement satisfactorily, and to meet all other requirements of the Bidding Documents relating thereto. Any Bid may be rejected if it is determined by ABI to be non-responsive, provided, however, that ABI reserves the right to waive any irregularities or technicalities which it determines, within its sole discretion, to be minor in nature and in the interest of the public.
- g. ABI intends to award the Agreement at the earliest practicable date to the lowest responsive, responsible Bidder(s), provided that the Bid is within the funds available for the project. ABI reserves the right to award the Agreement to multiple Bidders.
- h. A Pre-award Conference may be conducted with the apparent low Bidder(s) to review general requirements of the Bidding Documents.

24. AWARD CRITERIA

An Award will be made after evaluating the responsiveness and responsibility of each Bidder, an an evaluation of the prices of each Proposal.

- a. The responsiveness of a Bidder is determined by the following:
 - 1) A timely and effective delivery of all services, materials, documents, and/or other information required by ABI;
 - 2) Compliance by the Bidder with Minority Participation goals of ABI;
 - 3) The completeness of all material, documents and/or information required by ABI in this RFP; and
- b. The responsibility of a Bidder is determined by the following:
 - 1) The ability, capacity and skill of the Bidder to perform the Agreement or provide the Work required;
 - 2) The capability of the Bidder to perform the Agreement or provide the Work promptly, or within the time specified without delay or interference;
 - 3) The quality of performance of previous contracts or work;

- 4) The previous existing compliance by the Bidder with laws and ordinances relating to the Agreement or Work;
- 5) The previous experience as it relates to compliance with OSHA regulations and demonstration of an acceptable safety culture;
- 6) The sufficiency of the financial resources and ability of the Bidder to perform Agreement or provide the Work; and
- 7) The quality, availability and adaptability of the supplies or contractual Work to the particular use required.
- 8) The previous negative experience, if any of ABI with work done by the Contractor.

25. SURETY BONDS

Regarding submission of surety bonds prior to or subsequent to the Bid submission, the following requirements pertain:

- a. ABI, Invest Atlanta, and the City of Atlanta shall be named as co-obligees on all bonding;
- b. Any surety bond submitted in accordance with the Bid or Agreement requirements must be issued by a corporate surety company satisfactory to ABI and the City of Atlanta, and be authorized to act as such in the State of Georgia;
- c. Such bonds shall conform to the forms provided with the Bid Documents and be completed in accordance with the instructions thereon; and
- d. In accordance with Georgia law, and upon award of the Agreement, separate Performance and Payment bonds shall be required of the successful Bidder, each in an amount not less than the total amount payable under the Agreement. The Performance Bond shall remain in effect for one (1) year after final acceptance of the Work or the warranty period under the Agreement, whichever is longer.

The payment bond shall remain in effect for the period required under Georgia law for the payment bonds on public construction agreements. Reference is made to the bond forms and the Agreement Documents for additional particulars of the terms required in the bonds. In the case of any inconsistency between the Bond Forms and Georgia law, the law shall control. Finally, alterations, extension of the time allowed for performance, extra and additional Work, and other changes authorized under the Agreement may be made without notice to or consent of the surety or sureties.

26. POWER OF ATTORNEY

Attorneys-in-fact who sign agreement bonds must file with each bond a certified copy of their power of attorney with the appropriate effective date.

27. INSURANCE REQUIREMENTS

The Contractor shall procure and maintain during the life of this Agreement. Workmen's Compensation, Public Liability, Property Damage, Automobile Liability insurance and any other insurance necessary to satisfy the requirements of the bid documents. ABI, Invest Atlanta, and Atlanta BeltLine Partnership shall be named as additional insured on all insurance policies.

28. LAWS AND REGULATIONS

The Bidder's attention is directed to the fact that all applicable federal and state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations, and they will be deemed to be included in the Agreement the same as though therein written out in full.

Bidder's attention is directed to the following laws and regulations:

- a. Applicable provisions of the Occupational Safety and Health Act ("OSHA") must be observed during Work under this Agreement;
- b. Applicable regulations and ordinances of the City of Atlanta must be observed during work under this agreement;
- c. Applicable regulations of the Georgia Environmental Protection Division and the US Environmental Protection Agency must be observed during work under this agreement; and
- d. E-Verify and SAVE regulations.

29. AGREEMENT TERM

The term of this Agreement shall be for a period of 180 days from receipt of a Notice to Proceed.

30. LIQUIDATED DAMAGES

The performance of the Work under the Agreement within the specified time is essential to ABI's economic interests. The attention of potential Bidders is directed to the provisions of the Agreement Documents, which establish the basis for liquidated damages to be paid to ABI in the event that the Work is not completed on schedule.

31. EXECUTION OF AGREEMENT

Subsequent to the award and within fifteen (15) days after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to ABI two (2) copies of ABI-Contractor Agreement as included in the Agreement Documents, and provide performance and payment bonds and insurance certificates. The failure of the successful Bidder to execute the ABI-Contractor Agreement and to supply the required bonds within fifteen (15) days after the prescribed forms are presented for signature, or within such extended period as ABI may grant, shall constitute a default, and the Bidder shall forfeit the

Bid Guarantee and ABI may either award the Agreement to the next lowest responsive and responsible Bidder or re-advertise for Bids, and may proceed against the bid bond of the defaulted Bidder. If a more favorable Bid is received by re-advertising, the defaulting Bidder shall have no claim against ABI for a refund.

32. PRE-CONSTRUCTION CONFERENCE

A required pre-construction conference shall be held with the successful Bidder and all known Sub-contractors at a time and place set by ABI.

33. BIDDER'S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the above "Instructions to Bidder's Package" and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

Signature: _____ Date: _____
(President, Vice President or Corporate Officer)

Printed Name: _____ Title: _____

Attested by: _____ Date: _____
(Secretary of Corporation)

Printed Name _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

BID FORM

Project: **Historic Fourth Ward Park Skate Park Expansion**

To: Atlanta Beltline Inc.
Atlanta, Georgia

Submitted Date: _____, 2014

By: _____
(Bidder's Name)

1. Undersigned Bidder offers and agrees to enter into Agreement with ABI, in accordance with the instructions, requirements and forms included in Bid Document Package (including the NOTICE OF BIDs, Instructions to Bidders Package), and to complete all Work for the Bid Price and within required calendar days, all in accordance with the Bid Document Package.
2. Bidder accepts terms and conditions contained in Bid Document Package including without limitation those dealing with ABI's time for accepting Bid and disposition of Bid Security.
3. In submitting this Bid, Bidder makes representations required by Instructions to Bidders and further warrants and represents:
 - a. Bidder has examined the Bid Document Package, including NOTICE of BID and Instructions to Bidders, and the following Addenda:

No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
No. _____ Dated _____	No. _____ Dated _____
 - b. Bidder has examined site and locality where the Work is to be performed and legal requirements (federal, state and local laws, ordinances, rules and regulations) and conditions affecting Work cost, difficulty, progress or performance and has made independent investigations as Bidder deems necessary.
 - c. Bidder has carefully studied reports and drawings indicating subsurface conditions and drawings depicting physical conditions as identified in the Contract Documents and accepts determination concerning technical data contained in reports and drawings on which Bidder is entitled to rely.
 - d. Bidder has obtained and carefully studied (or assumes responsibility for obtaining and carefully studying) examinations, investigations, tests, and studies (in addition to or to supplement those referred to in "c." above) pertaining to subsurface or physical conditions at the site or otherwise affecting cost, progress, performance, or furnishing Work as Bidder considers necessary for performing or furnishing Work at the Contract Bid Price, within the Contract Time, and in accordance with the terms and conditions contained in the Bid Document Package, and no additional examinations, investigations, explorations, tests, reports, or similar information or data are or will be required by Bidder.

Company Name _____

Bidder's Signature _____

- e. Bidder has reviewed and checked the Plans and data shown or indicated on the Bid Document Package with respect to existing underground facilities at or contiguous to the site and assumes responsibility for accurately locating underground facilities. No additional examinations, investigations, explorations, tests, reports, or similar information or data concerning underground facilities are or will be required by Bidder in order to perform and furnish the Work at the Bid Contract Price, within the Contract Time and in accordance with the terms and conditions contained in the Bid Document Package
- f. Bidder has correlated results from observations, examinations, investigations, explorations, tests, reports, and studies with terms and conditions contained in the Bid Document Package.
- g. Bidder has given ABI written notice concerning conflicts, errors, or discrepancies discovered in the Bid Document Package and written resolution by ABI is acceptable to Bidder.
- h. The Bid is genuine and not made in interest of or for any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules produced by a group, association, organization, or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit false or sham Bid; Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

4. Bidder submits the following Bid Prices:

Bidder acknowledges and agrees that the Work is set out in the Bid Documents as a Lump Sum Agreement. Bidder further acknowledges that the Work is separated into multiple portions including a BASE BID for the majority of the Work, a bid for Environmental Remediation of the contaminated area in the northeast quadrant of the site, and several additional Alternative Features are also indicated which may or may not be incorporated into the Construction Agreement at the discretion of the Owner. Owner may incorporate any of the Add Alternates listed into the Agreement at any time during the Contract Period for the Bid Price as set out below. If authorized prior to Notice to Proceed, the inclusion of the Add Alternate(s) shall be included in the Contract Time. If authorized after Notice to Proceed, Bidder may request an extension to the Contract Time if such Request can be justified based on their Construction Schedule Critical Path. The LUMP SUM costs for each individual portion of the Work as set out herein shall be inclusive of all costs for each. Add Alternate Bids shall not be binding on the Bidder if no Contract is awarded for the Base Bid Work.

Company Name _____
 Bidder's Signature _____

Part 1 – Base Bid

Item No.	Item Description	Estimated Quantity	Total Price in Figures
A.	In accordance with the above understanding, the undersigned proposes to do all of the Work, furnish all of the Materials, and complete the Work in accordance with the Agreement Documents representing the BASE BID	LS	\$ _____

Total Part 1 – Base Bid Price \$ _____

Total Part 1 – Base Bid Price (in words) _____

Amount of Part 1 – Base Bid – shall be shown in both figures and words. In case of discrepancy, the amount shown in words shall govern. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

Part 2 – Repair Line Items

Item No.	Item Description	Estimated Quantity	Total Price in Figures
1.	Repair of Wooden Railings	LS	\$ _____
2.	Repair of Granite Walls	LS	\$ _____

Total Part 2 – Repair Line Items (items 1 thru 2)

Price _____

Total Part 2 – Additive Alternates & Allowances (in words) _____

Amount of Part 2 – Repair Line Items – shall be shown in both figures and words. In case of discrepancy, the amount shown in words shall govern. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

Company Name _____

Bidder's Signature _____

Part 3 – Bid Summary

All Work shown and specified in the Contract Documents	
Total Part 1 – Base Bid	\$ _____
Total Part 2 – Additive Alternates & Allowances	\$ _____
Total Bid (in numbers)	\$ _____

Total Bid (in words) _____

Amount of Part 3 – Bid Summary – shall be shown in both figures and words. In case of discrepancy, the amount shown in words shall govern. In the event of a discrepancy between the sum of the extended amounts and the bid total, the sum of the extended amounts shall govern.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Company Name _____

Bidder's Signature _____

Consecutive Calendar Days for Final Completion: 180 Calendar Days

Prices include all labor, materials, bailing, shoring, removal, overhead (direct and indirect), profit, insurance, bonds, and other costs, to cover all finished Work.

5. Bidder agrees this Bid shall be good and may not be withdrawn for a period of 90 calendar days after scheduled closing time for receiving bids.
6. This is enclosed herewith a certified or cashier's check or a Bid Bond to the order of Atlanta Beltline Inc. in the sum of _____ Dollars. Check or Bid Bond shall be equal to, not less than, the amount stipulated in the NOTICE TO BID and it is understood and agreed that said check or Bid Bond shall be subject to the terms and conditions stipulated in Bid Document Package.
7. Undersigned Bidder hereby agrees to each and every stipulation in Bid Document Package pertaining to the submission of Bids and further, if awarded the Contract, duly agrees to execute and secure the required Contract and Bid Document Package within fifteen (15) days from service of Notice of Award and deliver a surety bond or bonds as required by General Conditions. The name and business address of Bidder to which all formal Notices shall be sent:
8. Undersigned Bidder states the names and addresses of persons interested as principals in this Bid are as follows: (write first and last name in full)

9. Bidder shall state on line below, if a corporation, the name of State in which incorporated and the date of said incorporation:

10. Undersigned Bidder states (he/she/they) (is/are) citizen(s) of the United States and all partners, associates, or principals interested herein are citizens of the United States, except: (give full names and addresses)

-
-
-
11. Undersigned Bidder submitting this Bid certifies and affirms that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with a Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Bid Price of affiant or 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 an advantage against Atlanta Beltline Inc. or any other person interested in the proposed Contract; and that all statements contained in said Bid are true, and further, that such Bidder has not directly or indirectly submitted this Bid, or contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof; and, that no member or Owner or other officers or employees of said Owner is interested directly or indirectly in the Bid or in any portion of the Bid nor the Contract or any part of the Contract which may be awarded the undersigned Bidder on the basis of such Bid.
 12. The undersigned bidder acknowledges the requirements of the Plans and Specifications for the subject project. It is further understood that the above quantities are approximate, are solely for the purpose of comparing proposals, and are not represented by the Owner as an accurate statement for the actual work to be performed.
 13. The Bidder agrees to complete the Contract awarded within **180 calendar days (final completion)** for completion from the date of "Notice to Proceed." Bidder further agrees that the Owner may retain from the monies which may become due the amount of **\$500.00 dollars/day (past final)** for each and every day that the completion of the work may be delayed.

Signature: _____ Date: _____
(President, Vice President or Corporate Officer)

Printed Name: _____ Title: _____

Attested by: _____ Date: _____
(Secretary of Corporation)

Printed Name _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

BIDDER'S AFFIDAVIT

Project Name: **Historic Fourth Ward Park Skate Park Expansion**

STATE OF _____

COUNTY OF _____

being first duly sworn, deposes and says that he resides at

that he is the

(Title)

(Name of Bidder)

who signed the above Bid form, that he was duly authorized to sign and that the Bid is the true offer of the Bidder, that the seal attached is the seal of the Bidder and that all the declarations and statements contained in the Bid are true to the best of his knowledge and belief.

(Affiant)

Subscribed and Sworn to before me this _____ day of _____ 2014

(Notary Public in and for)

(County)

My Commission expires _____, 201_

(SEAL)

AFFIDAVIT OF NON-COLLUSION

Project: **Historic Fourth Ward Park Skate Park Expansion**

STATE OF _____

COUNTY OF _____

Comes now,
_____ being first duly sworn, deposes and says that he is

_____ (sole, partner, president, secretary, etc.)

the party making the foregoing Proposal or Bid; that such Bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with an Bidder or person, to put in a sham Bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the Bid Price of affiant or 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 an advantage against Atlanta Beltline Inc. or any other person interested in the proposed Contract; and that all statements contained in said Bid are true, and further, that such Bidder has not directly or indirectly submitted this Bid, or contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

(Affiant)

Subscribed and Sworn to before me this _____ day of _____ 2014

(Notary Public in and for)

(County)

My Commission expires _____, 20__

(SEAL)

SUB-CONTRACTOR UTILIZATION AND MINORITY PARTICIPATION

Project: **Historic Fourth Ward Park Skate Park Expansion**

If the Bidder intends to subcontract any portion of this project, this form **must be** completed and **submitted with the Bid**.

Bidder shall list any and all Female Business Enterprises/Minority Business Enterprises that will be utilized on this project and the projected dollar value and percentage of the overall bid that the MBE/FBE will perform. Bidder shall also list any sub-contractor that will be awarded a portion of the project exceeding 2% of the total bid amount.

Bidder: _____

1. My firm, as Prime Bidder on this project is _____ is not _____ a minority or female owned and controlled business enterprise. (Please indicate below the portion of work, including percentage of Bid amount, that your firm will carry out directly):

2. If Prime Bidder is a Joint Venture, please complete Joint Venture Disclosure Affidavit and attach a copy of the executed Joint Venture Agreement
3. Sub-Contractors (including suppliers) to be utilized in the performance of this project, if awarded, are:

Sub-contractor Name _____

Address _____

Phone _____ Contact Person _____

Ethnic Group* _____ City of Atlanta Certified _____

Work to be Performed _____

Dollar Value of Work \$ _____ Percentage of Total Project _____%

Sub-contractor Name _____

Address _____

Phone _____ Contact Person _____

Ethnic Group* _____ City of Atlanta Certified _____

Work to be Performed _____

Dollar Value of Work \$ _____ Percentage of Total Project _____%

Sub-contractor Name _____

Address _____

Phone _____ Contact Person _____

Ethnic Group* _____ City of Atlanta Certified _____

Work to be Performed _____

Dollar Value of Work \$ _____ Percentage of Total Project _____%

Sub-contractor Name _____

Address _____

Phone _____ Contact Person _____

Ethnic Group* _____ City of Atlanta Certified _____

Work to be Performed _____

Dollar Value of Work \$ _____ Percentage of Total Project _____%

Sub-contractor Name _____

Address _____

Phone _____ Contact Person _____

Ethnic Group* _____ City of Atlanta Certified _____

Work to be Performed _____

Dollar Value of Work \$ _____ Percentage of Total Project _____%

Sub-contractor Name _____

Address _____

Phone _____ Contact Person _____

Ethnic Group* _____ City of Atlanta Certified _____

Work to be Performed _____

Dollar Value of Work \$ _____ Percentage of Total Project _____%

Note: Cut and Paste additional form sections as necessary

***Ethnic Groups: African American Business Enterprise (AABE); Asian Business Enterprise (ABE); Hispanic Business Enterprise (HBE); Native American Business Enterprise (NABE); Female Business Enterprise (FBE); ** If yes, attach copy of recent certification.**

Total Dollar Value of All Sub-contractor Agreements \$ _____

Percentage Value of Total Bid _____%

Total Dollar Value of DBE Sub-contractor Agreements \$ _____

Percentage of Total Bid _____%

The undersigned certifies that he/she has read, understands and agrees to be bound by the Bid provisions regarding Sub-contractor Utilization and Minority Utilization requirements. The undersigned further certifies that he/she is legally authorized by the Bidder to make the statement and representation in this document and that said statements and representations are true and correct to the best of his/her knowledge and belief. The undersigned understands and agrees that if any of the statements and representations are made by the Bidder knowing them to be false, or if there is a failure of the intentions, objectives and commitments set forth herein without prior approval of Atlanta Beltline, Inc. ("ABI"), then in any such event the Bidder's acts or failure to act, as the case may be, shall constitute a material breach of the contract, entitling ABI to terminate the Contract for default. The right to so terminate shall be in addition to, and in lieu of, any other rights and remedies ABI may have for other defaults under the contract.

Signature: _____ **Title:** _____

Bidder Name: _____

Address: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

Historic Fourth Ward Park Skate Park Expansion

This Statement must accompany bids submitted for the project identified above.

Bidders must meet the minimum qualification criteria set forth under items 5, 7, 8, 9, 10 and 11 of this section, must provide the organization chart as set forth under item 6 of this section and must complete the project experience forms for qualifying projects to be deemed a "Responsible and Responsible Bidder."

1. NAME OF BIDDER: _____

2. BUSINESS ADDRESS: _____

3. TELEPHONE NUMBER: _____

4. OFFICIAL REPRESENTATIVE AND TITLE: _____

5. Using the forms provided in this Section, list previously completed or current projects which are similar in scope and complexity to this project which were competed or assigned to your firm or joint venture, including Name of project, location of project, owner's name, address and phone number, description of work performed, initial contract amount, final contract amount, start date, scheduled completion date and actual completion date. (if a joint venture or sub-contractor that will be awarded a portion of the work exceeding 10% of the total bid amount, list separately for each joint venture partner or sub-contractor.) Limit to 5.

a. Contractors must have successfully completed at least two contracts involving the construction of Skate Parks, including grading, erosion, and sedimentation, control similar in size and scope to this Agreement.

6. Using the forms provided in this Section, provide information for key project personnel, Project Manager, Project Superintendent, Estimator, Project Engineer, Safety Engineer and QA/QC Manager.

7. The Contractor must have an established Safety Program that as a minimum includes those items as listed on the attachment entitled "CONTRACTOR SAFETY RECORD FORM."

8. The Contractor's Workman's Compensation Rating (EMR-Experience Modification Rate) must not exceed an average of 1.0 over the last three (3) years.

9. The Contractor's OSHA Incidence Rates must not exceed the Industry Standard published by the US Department of Labor (2012) (i.e. Recordable Incidence Rates of 5.3 and Loss Time Incidence Rates of 2.0 per OSHA definition and calculation for the last three (3) years.
 - a. Contractor's Recordable Incidence Rates: _____
 - b. Contractor's Lost Time Incidence Rates: _____

10. If there have been any fatalities during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager was cited by OSHA for "Willful" Violation, in performing the work in which the fatality occurred, the Contractor will be disqualified based on the Atlanta Beltline Inc's review. The Contractor may also be disqualified in the event that a Recordable Incident occurred due to the same condition that existed when a previous fatality occurred and resulted in an OSHA citation or failure to implement a corrective action plan.
 - a. Fatalities during the last five (5) years where Contractor was cited by OSHA for "Willful" Violation: _____
 - b. Fatalities during the last five (5) years where the proposed Project Manager was cited by OSHA for "Willful" Violation: _____

11. If there have been any repeat OSHA (state and federal) violations during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager and the Contractor or proposed Project Manager, the Contractor will be disqualified based on Atlanta Beltline Inc's review.

12. If there have been incidents during the last five (5) years on any projects performed by the Contractor or on any work performed under the direct supervision of a proposed Project Manager that resulted in the wastewater or water treatment facility failing to meet NPDES Discharge Permit Requirements due to the actions of the Contractor Or Project Manager or failure of the Contractor or Project Manager to perform work on schedule, then the Contractor will be disqualified based on Atlanta Beltline Inc's review.

The previous statements and attachments are true, correct and complete to the best of my knowledge.

Date: _____

Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me

this ____ day of _____, 2014

Notary Public

My Commission Expires: _____

STATEMENT OF BIDDER'S QUALIFICATIONS

COMPANY PROJECT EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Contractor's Project Superintendent	
Owner's Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Treatment Facility Capacity (MGD)	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT KEY STAFF EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owner's Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Treatment Facility Capacity (MGD)	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT SUPERINTENDENT'S EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owner's Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

STATEMENT OF BIDDER'S QUALIFICATIONS

PROJECT MANAGERS EXPERIENCE

(Complete Form Only For Projects That Meet Minimum Criteria)

Project Name	
Project Location	
Contractor's Project Manager	
Owner's Representative & Phone Number	
Design Engineer Representative Name & Phone Number	
Initial Contract Amount	\$
Final Contract Amount	\$
Project Duration	Date Started: Date Completed: Time Extensions:
Was Project Completed on Time?	
Description of major Project Components	

The previous statements and attachments are true, correct and complete to the best of my knowledge.

Date: _____

Firm Name: _____

By: _____

Title: _____

Sworn to and subscribed before me

this ____ day of _____, 201__.

Notary Public

My Commission Expires: _____

Contractor Safety Program

A. <i>Do you have a written Safety Program?</i> (If yes, attach outline; if no, attach explanation)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
B. <i>Which of the following does your Safety Program Contain?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 1. Health and safety training of its sub-contractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 2. Documentation of Health and safety training required?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 3. Hazard communication Program? (29 CFR 1910.1200, CCR Title 8 Section 5194)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 4. Confined Space Entry and Rescue Program? (29 CFR 1910.146, CCR Title 8 Section 5156-5159) (If yes, attach explanation)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 5. "Hot Work" permit program? (29 CFR 1910.146, CCR Title 8 Section 5156-5159) (If yes, attach explanation)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 6. Lock-Out/Tag-Out program? (29 CFR 1910.417) (If yes, attach explanation)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
C. <i>Equipment Maintenance Program for the following:</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 1. Miscellaneous construction tools and equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 2. Ladders	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 3. Scaffolds	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 4. Heavy Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 5. Vehicles	<input type="checkbox"/> Yes	<input type="checkbox"/> No
D. <i>Do you have a new employee safety orientation program?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- If yes, does it include the following:		
- 1. Company Safety Policy	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 2. Company Safety Rules	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 3. Safety Meeting Attendance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 4. Company Safety Record	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 5. Hazard Recognition	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 6. Hazard Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 7. Injury Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 8. Non-Injury Accident Reporting	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 9. Personal Protective Equipment	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 10. Respiratory Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 11. Fire Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 12. Housekeeping	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 13. Toxic Substance	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 14. Electrical Safety	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 15. Fall Protection	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 16. First Aid/CPR	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 17. Driving Safety	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 18. Hearing conservation	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 19. Lock-out/Tag-out	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 20. Bloodborne Pathogens	<input type="checkbox"/> Yes	<input type="checkbox"/> No

- 20. Asbestos	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 21. Confined Spaces	<input type="checkbox"/> Yes	<input type="checkbox"/> No
- 22. Hazard communication	<input type="checkbox"/> Yes	<input type="checkbox"/> No

E.	<i>Do you conduct Safety Meetings for your employees?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, how often:		
-	Daily ___ Weekly ___ Bi-Weekly ___ Monthly ___ As needed ___		
F.	<i>Do you conduct health and safety audits of work in progress?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, who conducts audits?		
-	_____		
-	How often are the audits conducted?		
-	_____		
G.	<i>Do you notify all employees of accidents and precautions related to accidents and near misses?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, how is this notification accomplished?		
-	1. Safety Meetings	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	2. Post notification in office	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	3. Post notification at the site where incident occurred	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	4. Other _____	<input type="checkbox"/> Yes	<input type="checkbox"/> No
H.	<i>Is Safety a criteria in evaluating the performance of:</i>		
-	1. Employees	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	2. Supervisors	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	3. Management	<input type="checkbox"/> Yes	<input type="checkbox"/> No
I.	<i>Does your firm hold "tailgate" safety meetings?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-	If yes, how often:		
-	Daily ___ Weekly ___ Bi-Weekly ___ Monthly ___ As needed ___		
J.	<i>Does your company have a drug and alcohol testing policy?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
K.	<i>Does your company require that sub-contractors participate in a drug surveillance/testing program?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
L.	<i>Does your company have a method of disseminating safety information?</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No
-		<input type="checkbox"/> Yes	<input type="checkbox"/> No

GEORGIA UTILITY CONTRACTOR'S
LICENSE CERTIFICATION

Historic Fourth Ward Park Skate Park Expansion

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

Contractor's Name: _____

Utility Contractor's License Number: _____

Expiration Date of License: _____

Insurance & Bonding Requirements

Historic Fourth Ward Park Skate Park Expansion

A. Preamble

The following requirements apply to all work under the Agreement. Compliance is required by all Bidders/Contractors. To the extent permitted by applicable law, Atlanta Beltline, Inc. ("ABI") reserves the right to adjust or waive any insurance or bonding requirements contained in this section and applicable to the agreement.

1. Evidence of Insurance Required Before Work Begins

No work under this Agreement may be commenced until all insurance and bonding requirements contained in this section, or required by applicable law, have been complied with and evidence of such compliance satisfactory to ABI as to form and content has been filed with ABI. Bidder/Contractor must provide ABI with a Certificate of Insurance that clearly and unconditionally indicates that Bidder/Contractor has complied with all insurance and bonding requirements set forth in this section and applicable to the agreement. In accordance with the solicitation documents applicable to the agreement at the time Bidder/Contractor submits to ABI its executed agreement, Bidder/Contractor must satisfy all insurance and bonding requirements required by this section and applicable law and provide the required written documentation to ABI evidencing such compliance. In the event that Bidder/Contractor does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, ABI may, in addition to any other rights ABI may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Bidder/Contractor.

2. Minimum Financial Security Requirements

All companies providing insurance required by this section must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide – Property-Casualty. The ratings for each company must be indicated on the documentation provide by Contractor/Consultant to ABI certifying that all insurance and bonding requirements set forth in this section and applicable to the agreement have been unconditionally satisfied.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i. Best's Rating not less than A-1;
- ii. Best's Financial Size Category not less than Class IX;
- iii. Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and

- iv. All bid, performance and payment bonds must be underwritten by U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to ABI, ABI will notify Bidder/Contractor in writing. Bidder/Contractor must promptly obtain a new policy or bond issued by an insurer acceptable to ABI and submit to ABI evidence of its compliance with these conditions.

Bidder/Contractor's failure to comply with all insurance and bonding requirements set forth in this section and applicable to the agreement will not relieve Bidder/Contractor's obligations to comply with all insurance and bonding requirements set forth in this section and applicable to the agreement will not be construed to conflict with or limit Bidder/Contractor's indemnification obligations under the agreement.

3. Insurance Required for Duration of Contract

All insurance and bonds required by this section must be maintained during the entire term of the agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of ABI.

4. Notices of Cancellation & Renewal

Bidder/Contractor must submit, within 2 business days of receipt, forward to ABI, at the address listed below by mail, hand-delivery or e-mail transmission, all notices received from all insurance carriers providing insurance coverage under this Agreement, sections that concern the proposed cancellation, or termination of coverage of any insurance policies, and inclusive of all exclusions currently on each and all policies . All notices under this provision shall be sent to:

Meghan Injaychock
The Atlanta BeltLine
86 Pryor Street SW, Suite 300
Atlanta, Georgia 30303
minjaychock@atlbeltline.org

Confirmation of any mailed notices must be evidence by return receipts or registered or certified mail.

Bidder/Contractor shall provide ABI with evidence of required insurance prior to the commencement of this agreement, and, thereafter, with a certificate evidencing renewals or changes to required policies of insurance at least fifteen (15) days prior to the expiration of previously provided certificates.

5. Certificate Holder

Atlanta Beltline, Inc. must be named as certificate holder. All notices may be mailed to the attention of:

**Meghan Injaychock
Atlanta Beltline Inc.
86 Pryor Street SW, Suite 300
Atlanta, Georgia 30303**

6. Additional Insured Endorsements

ABI, Invest Atlanta, and the Atlanta BeltLine Partnership must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this section and such insurance must be primary with respect to the Additional Insured. Confirmation of this must unconditionally appear on any Certificate of Insurance provided by Bidder/Contractor as evidence of its compliance with this section.

Bidder/Contractor must also submit to ABI, Invest Atlanta, and the Atlanta BeltLine Partnership, an Additional Insured Endorsement evidencing their rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this section. ABI, Invest Atlanta, and the Atlanta BeltLine Partnership shall not have liability for any premiums charged for such coverage.

B. Workers' Compensation and Employer's Liability Insurance

Bidder/Contractor must procure and maintain Worker's Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement.

**Worker's Compensation/Employer's LiabilityStatutory
Bodily Injury by Accident/Disease \$100,000 each accident
Bodily Injury by Accident/Disease \$100,000 each employee
Bodily Injury by Accident/Disease \$500,000 policy limit**

C. Commercial General Liability Insurance

Bidder/Contractor must procure and maintain Commercial General Liability Insurance in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 general aggregate per project**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Premises Operations
- Independent Contractors/Sub-contractors
- Products – Completed Operations
- Additional Insured Endorsement (written on primary, non-contributing basis)

D. Commercial Automobile Liability Insurance

Bidder/Contractor must procure and maintain Automobile Liability Insurance in an amount not less than **\$500,000 Bodily Injury and Property Damaged combined single limit**. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Additional Insured Endorsement (written on primary, non-contributing basis)
- Waiver of Subrogation in favor of ABI

If Bidder/Contractor does not own any automobiles in the corporate name, hired and non-owned vehicles coverage will apply and must be endorsed on either Bidder/Contractor’s personal automobile policy or the Commercial General Liability coverage required under this section.

E. Pollution Liability

Bidder/Contractor shall procure and maintain Pollution Liability Insurance in an amount not less than **\$1,000,000 each occurrence/aggregate**. Self Insured Retention will be borne by the Bidder/Contractor. Complete operations coverage shall remain in effect for no less than three (3) years after final completion. The following extensions of coverage must be provided:

- Additional Insured Endorsement (written on primary, non-contributing basis)
- 60-day notice of cancellation to ABI
- Coverage for bodily injury and property damage sustained on site or offsite
- Broadened Coverage for Covered Autos
- Extension included for waste or other material deposited at non-owned disposal sites

F. Performance and Payment Bond

The Bidder/Contractor shall furnish a Payment Bond and Performance Bond to ABI in an amount equal to **100 percent** of the contract amount.

The person executing the Bonds on behalf of the surety shall file with the bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney, and certified by an official of said surety.

BIDDER’S ACKNOWLEDGEMENT

The undersigned bidder acknowledges all requirements outlined in the above “Insurance & Bonding Requirements” and all documents referred to therein. This signed form must accompany the completed bid form submitted at the time of bid.

Signature: _____ Date: _____
(President, Vice President or Corporate Officer)

Printed Name: _____ Title: _____

Attested by: _____ Date: _____
(Secretary of Corporation)

Printed Name _____ Title: _____

SEAL

(Corporate Seal required if Bidder is Corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

INSURANCE COVERAGE AND BONDING CAPACITY

Historic Fourth Ward Park Skate Park Expansion

The Bidder shall provide Atlanta Beltline Inc. with satisfactory evidence of the Bidder's ability to obtain the required insurance and bonds from (a) company(ies) satisfactory to Atlanta Beltline, Inc and licensed by the Insurance Commissioners of the State of Georgia to transact Surety business in the State of Georgia. Bidder shall submit this form with Bid.

SURETY:

Company Name: _____

Company Address: _____

Contact Name and Phone: _____

Bonding Capacity is: _____

Available (uncommitted) Bonding Capacity is: _____

INSURER:

Company Name: _____

Company Address: _____

Contact Name and Phone: _____

Company Name

President/Vice President

Sworn to and subscribed before me this ____ day of _____, 2014.

Secretary/Assistant Secretary
(affix corporate seal here, if corporation)

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Telephone Number: _____

BID BOND

STATE OF _____

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

(Address of Contractor)

a _____
(corporation, partnership or individual)

hereinafter called Principal, and

(Name of Surety)

(Address of Surety)

a Corporation of the State of _____ and a surety authorized by law to do business in the State of Georgia, hereinafter called Surety, are held and firmly bound unto

Atlanta Beltline Inc.
86 Pryor Street SW, Suite 300
Atlanta, GA 30303

City of Atlanta
55 Trinity Avenue
Atlanta, GA 30303

InvestAtlanta
133 Peachtree Street
Suite 2900
Atlanta, GA 30303

Thereinafter referred to as Co-Obligees in the penal sum of _____ Dollars (\$ _____) in lawful money of the United states, for the payment of which sum will and truly be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted to Atlanta Beltline Inc a Bid Proposal to provide materials, labor and equipment for **Historic Fourth Ward Skate Park Expansion**; and

WHEREAS, the Principal desires to file this Bond in accordance with law in lieu of a certified Bidder's check otherwise required to accompany this Proposal.

NOW, THEREFORE, the conditions of this obligation are such that if the Bid Proposal be accepted, the Principal shall, within ten (10) days after receipt of conformed Agreement Documents, execute an Agreement in accordance with the Bid Proposal upon the terms, conditions and prices set forth therein, and in the form and manner required by the Agreement Documents and executed sufficient and satisfactory separate Performance and Payment Bonds payable to the Owner each in the amount of 100% of the total Contract Price, in form and with security satisfactory to said Owner, then this amount of five percent (5%) of the total bid amount in form satisfactory to the Owner, then this obligation shall be void; otherwise, it shall be and remain in full force and effect in law; and the Surety shall, upon failure of the Principal to comply with any and all of the foregoing requirements with the time specified above, immediately pay to the aforesaid Owner, upon demand, the amount hereof in good and lawful money of the United States of America, not as a penalty, but as liquidated damages.

This bond is given pursuant to and in accordance with the provision of O.C.G.A Sections 13-10-1 and 36-82-101 *et. Seq.* and all of the provisions of the law referring to this character of bond as set forth in said Sections or as may be hereinafter enacted and these are hereby made a part hereof to the same extent as if set out herein in full.

IN WITNESS WHEREOF, the said Principal has hereunder affixed its signature and seal, and said Surety has hereunto caused to be affixed its corporate signature and seal, by its duly authorized officers, on this _____ day of _____, 2014.

ATTEST:

(Principal)

(Principal Secretary)

(SEAL)

By: _____

(Address)

(Witness to Principal)

(Address)

ATTEST:

(Surety)

By: _____
(Attorney-in-Fact)

(Resident Agent)

(SEAL)

(Witness to Surety)

(Address)

(Address)

AUTHORIZATION TO TRANSACT BUSINESS

If the Successful Bidder is an organization or organizations combined to form a joint venture, before the Agreement is executed, the organization or the members of the Joint Venture team must submit documentary evidence from the Secretary of State that the organization is in good standing and that the organization is authorized to transact business in the State of Georgia. ABI reserves the right to request this evidence anytime during the procurement process.

The Successful bidder must also supply documentation and certify its compliance with the requirements of E-Verify and SAVE (the City of Atlanta's SAVE program).

BIDDER/CONTRACTOR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Bidder/Contractor's officers, director's, affiliates and other employees, agents or representatives of this firm, for the project – **Historic Fourth Ward Park Skate Park Expansion.**

For purposes of this form, the term "affiliate" of any Bidder/Contractor shall mean any person or entity which directly or indirectly controls or is controlled by, or is under common control with such Bidder/Contractor. "Control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person or entity, whether through Ownership of voting securities, by entreat, or otherwise.

Describe accurately, fully and completely, their respective relationships with said Bidder/Contractor, including their ownership interests and their anticipated role in the management and operations of said Bidder/Contractor.

2. Please describe the general development of said Bidder/Contractor's business during the past five (5) years, or such shorter period of time that said Bidder/Contractor has been in business.
3. Please state whether any of the following events have occurred in the last five (5) years with respect to said Bidder/Contractor. If any answer is yes, explain fully the following:
 - (a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Bidder/Contractor, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Bidder/Contractor:
 - (b) Whether Bidder/Contractor was the subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Bidder/Contractor from engaging in any type of business practice, or otherwise eliminating any type of business practice; and
 - (c) Whether said Bidder/Contractor's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Bidder/Contractor which directly arose from activities conducted by business unit or corporate division of said Bidder/Contractor which submitted a bid or proposal for the subject project, if so please explain.
4. Please state whether any employee, agent or representative of said Bidder/Contractor who is or will be directly involved in the subject project has or had within the last five (5) years; (i) directly or indirectly had a business relationship with the City of Atlanta (City), Atlanta BeltLine Partnership, or Atlanta Beltline, Inc (ABI), (ii) directly or indirectly received revenues from the City or ABI or (iii) directly or indirectly receives revenues from the result of conduction business on City property or pursuant to any contract with the City or ABI. Please describe any such relationship.
5. Please state whether any employee, agent or representative of said Bidder/Contractor who is or will be directly involved in the subject project has or had within the last five (5) years a direct or indirect business relationship (to the best of your knowledge and belief) with any elected or

appointed official of the City of Atlanta or with any City or ABI employee, and fully describe such business relationship.

NOTE: If any response to any question set forth in this questionnaire has been disclosed in any other document, a response may be made by attaching a copy of such disclosure. (For example, said Bidder/Contractor's most recent filings with the Securities and Exchange Commission (SEC) may be provided if they are responsive to certain items within the questionnaire). However, for purposes of clarity, Bidder/Contractor should correlate its responses with the exhibits by identifying the exhibit and its relevant text.

Disclosures must specifically address, completely respond and comply with all information requested and fully answer all questions requested by ABI. Such disclosure must be submitted at the time of the bid or proposal submission and included as a part of the bid/proposal submitted for this project. Disclosure is required for Bidder/Contractors, joint venture partners and first-tier Sub-Contractors and/or Sub-consultants.

Failure to provide required disclosure, submit officially signed and notarized documents or respond to any and all information requested/required by ABI can result in the bid/proposal declared as non-responsive. This document must be completed and included as a part of the bid/proposal package along with other required documents.

Under penalty or perjury, I declare that I have examined this questionnaire and all attachments hereto, if applicable, to the best of my knowledge and belief, and all statements contained hereto are true, correct, and complete.

On this _____ day of _____, 2014

(Legal Name of Bidder/Contractor)

(Signature of Authorized Representative)

(Name)

(Title)

(Date)

Sworn to and subscribed before me,

This _____ day of _____, 2014

(Notary Public)

(Seal)

My Commission Expires _____
(Date)

Bid Submittal Check List

Project: **Historic Fourth Ward Park Skate Park Expansion**

The following submittals shall be completed and submitted with each Bid Please verify that these submittals are in the envelope before it is sealed. Each document shall be completed/executed as appropriate.

Submit one (1) Original Bid, signed and dated, and five (5) complete copies of the Original Bid including all required submittals.

Item Number	Required Items	Check (v)
1	Instruction to Bidders	
2	Bid Form	
3	Bidder's Affidavit	
4	Affidavit of Non-Collusion	
5	Sub-contractor Utilization and Minority Participation	
6	Georgia Utility Contractor's License Certification	
7	Insurance & Bonding Requirements	
8	Insurance & Bonding Capacity	
9	Bid Bond	
10	Authorization to Transact Business	
11	Bidder/Contractor's Disclosure	
12	Statement of Bidder's Qualifications	
13	Bid Submittal Check List	

Date: _____

Firm Name: _____

By: _____

Title: _____

Telephone Number: _____

E-mail: _____

Section A GENERAL CONDITIONS

GC-1 AGREEMENT AND AGREEMENT DOCUMENTS

The General Conditions, Special Conditions, Technical Provisions, Drawings, Changes, and all other parts of the Agreement Documents are complementary, and a requirement occurring in one shall be as binding as though occurring in all. The parts of the Agreement are complementary and describe and provide for completion of the Work. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents are solely to facilitate reference to various provisions of the Agreement Documents and in no way affect, and shall not be considered in the interpretation of the provisions to which they refer.

The physical conditions indicated in the Agreement Documents are the result of site investigations by borings and testing at the locations shown.

Execution of the Agreement by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Agreement Documents.

The intent of the Agreement Documents is to include all items necessary for the proper execution and completion of the Work. Work not specifically covered in the Agreement Documents shall be required if it is consistent therewith and reasonably inferable there from as being necessary to produce the intended results. Words and abbreviations which have well-known technical or trade meanings are used in the Agreement Documents in accordance with such recognized meanings.

Without limiting the duty of the Contractor regarding review of the Agreement Documents, in the event of a conflict, error or discrepancy within the Agreement Documents, the Documents shall be given precedence in the following order:

- Owner-Contractor Agreement;
- Performance Bond;
- Payment Bond;
- Bid Guarantee;
- Affidavit;
- General Conditions;
- Special Conditions;
- Insurance Requirements;
- Technical Specifications for the Project;
- Required Submittals;
- Plans for the Project and any Addenda thereto or Modification thereof (as defined in the General Conditions); and
- Bid Schedule

Detail Drawings shall govern over general Drawings. Figures or dimensions written on drawings shall govern over scaled distances. The details may not be to scale.

In case of discrepancy between small-scale detail and large-scale detail, the large-scale detail shall govern. On any of the Plans where a portion of the Work is drawn out and the remainder is shown in outline, the parts drawn out shall apply also to all other like portions of the Work.

Where the word "similar" occurs on the Plans, it shall have a general meaning and not be interpreted as being identical, and all details shall be worked out in relation to their location and their connection with other parts of the Work.

The dimensions and descriptions given on the Plans for adjacent work by others are based on the design Drawings. The Contractor shall verify all as-built conditions and information.

GC-2 ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

During the progress of the Work, the Owner's Representative may issue additional instructions and Drawings supplemental to those listed in the Special Conditions, showing additional details required for the performance of the Work, and may issue revised Drawings pursuant to Change Orders, or for correction of errors in the Plans. The additional instructions and Drawings thus supplied will become a part of the Agreement Documents. Contractor shall carry out the Work in accordance with the additional instructions and Drawings.

GC-3 DEFINITIONS

The following terms as used in this Agreement are respectively defined, as follows:

Abandonment - Shall mean the permanent termination of the use of, or of service from in or on, a facility.

Approved, Directed, Ordered, Or Their Derivatives - Approved, as directed, or ordered by the Owner's Representative or the Owner, unless otherwise clearly indicated.

Acceptance - The formal written acceptance by the Owner of the completed Work.

Addenda - Revisions to the Proposal Documents issued by the Owner prior to opening of the Bid.

Agreement - See "Owner-Contractor Agreement."

Agreement Documents - The Agreement Documents include the following:

- Owner-Contractor Agreement;
- Performance Bond;
- Payment Bond;
- Bid Guarantee;
- Affidavit;
- Bid Schedule;
- General Conditions;
- Special Conditions;
- Insurance Requirements;

Technical Specifications for the Project;
Required Submittals;
Wage Rates;
Plans for the Project; and
Any Addenda thereto or Modification thereof (as defined in the General Conditions).

Agreement Price - The price or prices for the Work or items of Work set forth in the Bid.

Agreement Time - The number of calendar days stated in the Agreement Documents for the Substantial Completion of the Work or Final Completion of the Work, or the achievement of a specific interim milestone, as the context may require.

Application - Shall mean any person, company or corporation who intends or plans to request for permits, inspections, or other goods or services.

Application for Payment - The form accepted by the Owner which is to be used by Contractor in requesting progress payments or final payment and which is to include such supporting documentation as is required in the Agreement Documents.

Bid - The offer or bid of the Bidder submitted in the prescribed manner on the prescribed form setting forth the prices for the Work to be performed together with supplemental information as required by the Agreement Documents.

Bidder - Any person, firm, partnership, corporation or any combination thereof submitting a Bid for the Work.

Bonds - Bid, Performance Bonds, Payment Bonds, and other instruments of security furnished by the Contractor and Contractor's surety in accordance with the Agreement Documents.

Change - Any change in the Work authorized by the Owner's Representative.

Change Order - A written order to the Contractor, prepared by the Owner's Representative and issued by the City for changes in the Work within the general scope of the Agreement Documents, adjustment of Agreement Prices, extension of Agreement Time, or reservation of determination of a time extension.

City - Shall mean the City of Atlanta, Georgia, and shall include all agencies, establishments or officials of the government of the City.

Conflict - Shall mean that incompatibility between a facility, property, or project and an existing or proposed improvement which must or should be eliminated by a rearrangement or other means.

Construction - Shall mean the actual site preparation, building and all related Work, including facility relocation and adjustments.

Construction Easement/Temporary Easement - any space or area dedicated to the Owner or other entity for the purpose of utilities or location of utilities for a specific period of time.

Construction Equipment - Equipment used in the performance of the Work but not incorporated therein.

Contractor - Any firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into a contractual Agreement with the Owner. This excludes Sub-contractors/Sub-consultants.

Day - A calendar day of twenty-four (23) hours lasting from midnight one (1) day to midnight the next day.

Department - Shall mean the City of Atlanta Parks, Recreation, & Cultural Affairs Department.

Designer – ECOS Environmental Design, Inc. unless specifically identified as otherwise

Drawings - That part of the Agreement Documents which show the outlines, characteristics and Scope of the Work to be performed. The term is used interchangeably with the word "Plans" and includes Standard Details and Drawings.

Existing Facility - Shall mean any existing utility, structure, or other facility either on the site property or adjacent to the site property which may be impacted by the proposed work.

Equipment - Equipment incorporated into the Work by the Contractor or existing equipment to be maintained as part of the final project.

Final Completion – The date certified by the Owner’s Representative when all of the work is fully completed in accordance with the requirements of the Agreement Documents and is ready for final payment as evidenced by the Owner’s Representative’s written recommendation of final payment. Recommendation for final payment will not be made until all “punch list” items have been completed to the satisfaction of the Owner’s Representative and the Owner’s Representative has certified all the work as ready for operation and acceptance by the Owner.

Force Account - A method of payment, other than lump sum or unit price, for Work ordered by Change Order and paid for in accordance with force account procedures indicated in “Force Account” Section of the General Conditions.

General Conditions - Requirements pertaining to this Agreement which will be required of the successful Contractors.

General Requirements - Conditions pertaining to this Agreement which will be required of the successful Contractors.

Inspector - The authorized representative of the Owner’s Representative assigned to make detailed inspection of any or all portions of the Work or Materials thereof.

Materials - Materials incorporated or to be incorporated in the Work unless otherwise clearly indicated.

Notice of Award - The written notice of the acceptance of the Bid from the Owner to a Bidder.

Notice to Proceed - (“**NTP**”) Written communication issued by the Owner to the Contractor authorizing it to proceed with the Work and establishing the date of commencement of the Agreement Time and on

which the Contractor shall start to perform Contractor's obligations in accordance with the Agreement Documents.

Owner – The City of Atlanta or Atlanta BeltLine, Inc., depending upon the parcel of land involved.

Owner-Contractor Agreement - The written agreement for the performance of and payment for the Work, which includes by reference and is a part of the Agreement Documents, executed on behalf of Atlanta BeltLine Inc. and the Contractor.

Owner's Contractor - Shall mean the legally authorized representative of the City, a private Contractor, or other concerned agency performing Work under a direct Agreement with the Owner.

Owner's Representative – ABI or its duly authorized representative assigned to administer the technical aspects of the Agreement.

Permanent Easement - Any space or area dedicated to the Owner or other entity for the purpose of constructing and/or maintain existing or future utilities.

Plans - That portion of the Agreement Documents describing in drawings, the shape, dimensions and other similar requirements governing the completion of the various portions of the Work, prepared by the Designers and including revisions thereto. The term is used interchangeably with the word "Drawings."

Project - The Project is identified in the Owner-Contractor Agreement, and is the total construction of which the Work performed under the Agreement Documents may be the whole or a part.

Public Space/Public Right-of-Way - Shall mean the area between private property lines under the jurisdiction of the City, county, state or federal government, including, but not limited to, an alley, roadway, median, sidewalk, public way, or any combination thereof.

Replacement Facility - Shall mean that facility, meeting the Department's current standards, which will be constructed or provided, as a consequence of the rearrangement of an existing facility or portion thereof.

Responsive Bid - A Bid which is accurate and complete, with respect to Bid schedules and information submitted relative to the technical qualifications, financial responsibility and is able to comply with Equal Opportunity and other requirements of the Agreement Documents, and as further defined in paragraph 23 a of the Instructions to Bidders

Scope of Services - See "Work."

Sidewalk Area - Shall mean those portions of the improvements intended primarily for the use of pedestrians whether paved or vegetated walkways.

Site of the Work - The areas required for the performance of the Work.

Special Conditions - General Requirements which are unique to a particular Agreement and which supplement, modify or delete items covered in General Conditions.

Specifications - That portion of the Agreement Documents describing in words the technical requirements governing the completion of the various portions of the Work.

Standards - Shall mean those current Standards of analysis and design, including installation and Material Specifications, which the Owner utilizes in the design and construction of its own projects.

State - The State of Georgia.

Sub-contractor - An individual, firm, corporation or any combination thereof having a direct contract with the Contractor or with any other Sub-contractor for the performance of a part of the Work at the site. Sub-contractor shall not mean Supplier.

Substantial Completion - The date certified by the Owner's Representative when all or a part of the Work, identified in the Owner's Representative's certification, is sufficiently completed in accordance with the requirements of the Agreement Documents so that the identified portion of the Work can be utilized for the purposes for which it is intended.

Supplier - Any individual, firm, or corporation who supplies Material or Equipment for the Work (including that fabricated to a special design) but who does not perform labor at the Site.

Temporary Facility - Shall mean a facility constructed for whatever purpose, and not intended to be permanent.

Utility - Shall mean and include all public, private, or cooperatively owned lines, facilities and systems for producing, transmitting or distributing communications, power, electricity, heat, gas, oil, crude products, water, steam, waste, storm water, and other similar commodities, such as public owned fire and police signal systems, which directly or indirectly serve the public or any part thereof.

Work - All the services specified, indicated, shown, inferred or contemplated by the Agreement Documents, and furnishing by the Contractor inclusive of all Materials, Equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plants, supplies, power, water, transportation and other things necessary to complete such services in accordance with the Agreement Documents, and which will insure a functional and complete facility.

Working Days - Monday-Friday during the day with prior approval of the Owner's Representative. Saturday, Sunday and work on Holidays may be authorized on a case by case basis by the Owner's Representative. Since this work will take place in a neighborhood, no Work will be allowed at night except in extreme circumstances.

Written Notice - A written statement transmitted from one party to an authorized representative of another party in accordance with Section GC-14.

GC-4 APPLICABLE CODES, SPECIFICATIONS, AND STANDARDS

GC-4.1 General:

All codes, Specifications, and standards referred to in the Agreement Documents shall mean, and are intended to be, the latest editions, amendment, and revisions of such reference standard in effect as of the date of the Invitation to bid for this Agreement.

GC-4.2 Standards:

Reference to a technical society, institution, association, or governmental authority, or pronoun in place of them, is made in the Agreement Documents in accordance with the following abbreviations:

ANSI	American National Standards Institute;
ASTM	American Society for Testing and Materials;
AWS	American Welding Society;
AASHTO	American Association of State Highway and Transportation Officials;
ACI	American Concrete Institute;
AFBMA	Anti-Friction Bearing Manufacturer's Association;
AI	Asphalt Institute;
AISI	American Iron and Steel Institute;
AISC	American Institute of Steel Construction;
AMCA	Air Moving and Conditioning Association;
API	American Petroleum Institute;
ASME	American Society of Mechanical Owner's Representatives;
ASTM	American Society for Testing and Materials;
AWG	American (Brown and Sharpe) Wire Gauge;
AWS	American Welding Society;
AWWA	American Water Works Association;
CRSI	Concrete Reinforcing Steel Institute;
EPA	Environmental Protection Agency (Federal);
EPD	Environmental Protection Division (Georgia State);
GDOT	Georgia Department of Transportation ("GDOT");
MARTA	Metropolitan Atlanta Rapid Transit Authority;
NACE	National Association of Corrosion Owner's Representatives;
NFPA	National Fire Protection Association;
NSF	National Sanitary Foundation;
OSHA	Occupational Safety and Health Administration; and
UL	Underwriter's Laboratories Incorporated.

GC-5 ADEQUACY OF DESIGN

Before submitting its Bid to the Owner's Representative, and continuously after the execution of the Agreement, the Contractor shall carefully study and compare the Agreement Documents and shall at once report to the Owner's Representative, any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, regulation, or

order of any public authority bearing on the performance of the Work. By submitting its Bid for the Agreement and the Work under it, the Contractor agrees that the Agreement Documents, along with any supplementary written instructions issued by or through the Owner's Representative that have become a part of the Agreement Documents, appear accurate, consistent, and complete insofar as can be reasonably determined. If the Contractor has reported in writing any error, inconsistency or omission, and has promptly stopped the affected Work until instructed, and has otherwise followed the instructions of the Owner's Representative, the Contractor shall not be liable to the Owner, for any damage resulting from any such errors, inconsistencies or omissions in the Agreement Documents. The Contractor shall perform no portion of the Work at any time without Agreement Documents or, where required, approved shop Drawings, product data, or samples for such portion of the Work.

No claims shall be made by the Contractor based on claims of defects, errors, omissions, ambiguities or inconsistencies in the Agreement Documents which were reasonably discoverable by a review of the Agreement Documents and correlation thereof with the actual conditions at the Project site. No observation of the Owner's Representative and no inspections, tests or approval shall relieve the Contractor from Contractor's obligation to perform the Work in strict conformity with the Agreement Documents.

GC-6 CITY OF ATLANTA ORDINANCES

This work is to be performed within the City of Atlanta's jurisdiction. As such the Contractor will be bound by the provisions of all City of Atlanta Ordinances. It is the Contractor's responsibility to be aware of and adhere to all existing or future ordinances which are in effect during the performance of the Agreement.

GC-7 PERMITS AND REGULATIONS

All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Agreement throughout, to the extent that such requirements do not conflict with federal laws or regulations. All Work performed within the right of way shall be in accordance with City Department of Public Works regulations and procedures.

The Owner has secured and will provide the following permit for this project: Atlanta Land Disturbance permit. The only outstanding item required should be payment of the required Erosion Control Bond.

The Contractor must apply for and secure any other required permits and schedule inspections. Contractor shall coordinate all utility relocation efforts with the utility owner. Contractor shall coordinate the decommissioning and removal of any Monitoring Wells on the project site; Wells to be decommissioned in compliance with the prescribed procedures and methods as required by the EPD.

The Contractor shall give all notices and comply with all permits, laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified.

The Contractor agrees to protect and indemnify and hold harmless the Owner, its offices, agents and employees, the Designer and the Owner's Representative against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order, or decree affecting the conduct of the Work whether by himself or by Contractor's agents or employees.

If any permit, license or certificate expires or is revoked, terminated or suspended as a result of any action on the part of the Contractor; it shall neither be entitled to any additional compensation, nor to an extension of Agreement Time.

GC-8 TAXES

The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes as well as any other taxes or duties on the Material, Equipment and labor for the Work or portions thereof provided by the Contractor which are legally enacted by any municipal, county, federal or state authority or department or agency thereof at the time Bids are received, whether or not yet effective.

All records maintained by the Contractor pertaining to such taxes and levies and payment thereof shall be made available to the Owner and Owner's Representative at reasonable times for inspection, audit and copying.

GC-9 LIENS

The Contractor will furnish the Owner and the Owner's Representative with evidence, satisfactory to the Owner and the Owner's Representative that all persons who have done Work or furnished materials in performance of this Agreement have been fully paid, before the Contractor shall demand final payment due or unpaid under this Agreement. In case such evidence is not furnished, an amount necessary to meet the lawful claims of the persons, aforesaid may be retained from any monies due or that may become due the said Contractor under this Agreement until the lawful claims aforesaid shall be fully discharged or satisfactorily secured. It is understood and agreed that the Owner nor the Owner's Representative assume any obligation, nor in any way are either of them obligated to pay such lawful claim out of any funds due or that may become due the said Contractor, out of their own funds.

GC-10 ASSIGNMENTS

The Contractor shall retain personal control and shall give personal attention to the fulfillment of this Agreement. The Contractor shall not assign the whole or any part of this Agreement or any monies due or to become due hereunder without prior written consent of the Owner's Representative. In case the Contractor assigns all or any part of any monies due or to become due under this Agreement, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms, and corporations for services rendered or materials supplied for the performance of the Work called for in this Agreement.

GC-11 PATENTS AND ROYALTIES

The Contractor shall indemnify and hold harmless the Owner and the Owner's Representative and their officers, agents, servants, and employees from liability or all claims of any nature or kind, including, but not limited to, cost and expenses for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Agreement, including its use by the Owner or the Owner's Representative, unless otherwise specifically stipulated in the Agreement Documents.

If the Contractor uses any design, device or Materials covered by letters, trademarks, patent or copyright, he shall provide for such use by suitable agreement between the Owner's Representative and the holder of such design, device or Material. It is mutually agreed and understood that, without exception, the Agreement Price shall include all royalties or costs arising from the use of such design, device, or Materials in any way involved in the Work. The Contractor or Contractor's sureties or both shall indemnify and hold harmless the Owner and the Owner's Representative, their officers and employees from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or Materials or any trademark or copyright in connection with Work agreed to be performed under this Agreement and the Contractor shall indemnify the Owner and the Owner's Representative for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the Work or after completion of the Work.

GC-12 CONTRACTOR'S OBLIGATIONS

A. Supervision and Construction Procedures

1. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction means, methods, techniques, sequences and procedures; and shall coordinate all portions of the Work under the Agreement, subject to overall coordination of the Owner's Representative. All Work under the Agreement shall be performed in a skillful and workmanlike manner.
2. The Contractor shall be responsible for the acts and omissions of the Contractor's employees, Sub-contractors and their agents and employees, and any other persons performing any of the Work under a contract with the Contractor.
3. The Contractor shall not be relieved from the Contractor's obligations to perform the Work in accordance with the Agreement Documents by the activities or duties of the Owner's Representative in the administration of the Agreement, or by inspections, tests or approvals required or performed under Paragraphs GC-28 or GC-34 by persons other than the Contractor.

B. Labor and Materials

1. Unless otherwise provided in the Agreement Documents, the Contractor shall provide and pay for all labor, Materials, Equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work.
2. The Contractor shall, at all times, enforce strict discipline and good order among the Contractor's employees and Sub-contractors and shall not employ on the Work any Sub-contractor, unfit person or anyone not skilled in the task assigned them. The City may, by Written Notice, require the Contractor to remove from the Work any Sub-contractor or employee the City deems incompetent, careless, or otherwise objectionable.

3. All Work at the site shall be performed during regular working hours, except upon the Owner's Representative's written consent given after prior Written Notice.

C. Contractor's Construction Schedule

Contractor shall comply with all scheduling requirements set forth in Special Conditions and as requested by the Owner's Representative.

D. Conditions Affecting the Work

The Contractor shall be responsible for having taken all steps necessary to ascertain the nature and location of the Work and the general and local conditions which can affect the Work or the cost thereof. Failure by the Contractor to fully acquaint himself with conditions which may affect the Work, including but not limited to conditions relating to transportation, handling, storage of Materials, availability of labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by either the Owner or the Owner's Representative relating to this Project which may effect the Work of the Contractor, applicable provisions of law; and the character and availability of equipment and facilities needed prior to and during the prosecution of the Work, shall not relieve the Contractor of Contractor's responsibilities under the Agreement Documents and shall not constitute a basis for an equitable adjustment under any circumstances. The Owner assumes no responsibility for any understanding or representations concerning conditions made by any of Contractor's officers, agents, or employees prior to the execution of the Agreement, unless such understanding or representations are expressly stated in the Agreement Documents.

GC-13 RIGHT OF ENTRY

The Owner reserves the right to enter the Site of the Work herein contracted for, by such agent or agents as they may elect, for the purpose of inspecting the Work, or for the purpose of installing such collateral Work as the Owner or the Owner's Representative may desire. The Contractor shall cooperate and coordinate with other Contractors prosecuting other phases of the construction. Furthermore, if deemed necessary by the Owner's Representative, the Contractor will incorporate critical access issues of other Contractors directly into the daily Work schedule, such that no phase of the Project(s) is delayed or impacted.

GC-14 NOTICES

Except as otherwise expressly provided in the Specifications, any notice, order, instruction, claim, or other written communication required or permitted to be given under this Agreement shall be deemed to have been delivered or received:

1. Upon personal delivery to the Contractor or Contractor's authorized representative, or to the Owner or the Owner's Representative, as the case may be, which delivery may be accomplished by in person hand delivery, or via bona fide overnight express service. Service by facsimile transmission does not constitute notice in accordance with this Agreement.

2. Three (3) days after depositing in the United States mail a letter which is either certified or registered, addressed to the Contractor, the Owner, or the Owner's Representative at their official address, for use under this Agreement, as the case may be.

For purposes hereof, the address of Contractor shall be the business address given in the Contractor's Bid, and the address of the Owner and the Owner's Representative shall be as designated in the notice to begin the Work. Either party may change its address at any time by Written Notice to the other of the change.

GC-15 SAFETY PRECAUTIONS AND PROGRAMS

The Owner, the Owner's Representative, or their agents, employees or representatives are not responsible for the means, methods, techniques, sequences or procedures utilized by the Contractor, or for the safety precautions and programs in connection with the Work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

GC-16 SAFETY OF PERSONS AND PROPERTY

- A. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
 1. All employees, whether their own, their sub-Contractor at any tier, Owner, Owner's Representative or Owner's agents while at the site, inspectors, or visitors to the site and all other persons who may be affected thereby;
 2. All the Work and all Materials and Equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of the Contractor's Sub-contractors;
 3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction; and
 4. The Work of the Owner, Owner's Representative or other separate Contractors.
- B. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- C. The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owners and users of adjacent utilities.
- D. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

- E. The Contractor shall promptly remedy all damage or loss to any property caused in whole or in part by the Contractor, any Sub-contractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and for which the Contractor is responsible except damage or loss attributable to the acts or omissions of the Owner, the Owner's Representative or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Insurance Section of the General Conditions.

- F. The Contractor shall employ a project safety coordinator who shall devote full time toward accident prevention during construction. The qualifications of the project safety coordinator shall be submitted to the Owner's Representative for approval prior to assignment to the Work and shall include:
 - 1. Five (5) years of construction loss control/safety experience in heavy construction; and
 - 2. Certified safety professional.Also advisable:
 - 1. Professional Member of the American Society of Safety Owner's Representatives (ASSE);
 - 2. Associate in Risk Management (ARM); and
 - 3. Associate in Loss Control Management (ALCM).

- G. The Contractor shall not load or permit any part of the Work to be loaded so as to endanger the safety of any persons, property, or the Work.

GC-16.1 Emergencies

In any emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency Work, shall be determined as provided in Change Orders in the General Conditions.

GC-16.2 Miscellaneous

- A. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of Official Code of Georgia Annotated § 24-9-1 through § 24-9-12, Blasting or Excavating Near Underground Gas Pipes and Facilities, any amendments thereto and rules and regulations issued pursuant thereto, and the Contractor shall fully comply therewith. The Contractor agrees and acknowledges that any failure on Contractor's part to adhere to said laws, rules and regulations shall not only be a violation of law but shall also be a breach of Agreement and specific violation of the provisions of this Section GC-16 which pertains to safety precautions.

- B. The Contractor acknowledges that Contractor is fully aware of the contents and requirements of Official Code of Georgia Annotated § 46-3-30 through § 46-3-39, Safeguards Against Contact with High Voltage Lines, any amendments thereto and rules and regulations issued pursuant thereto, and the Contractor shall fully comply therewith. The Contractor also confirms that representatives of the

Contractor have visited the site of the Work and have taken into consideration the location of all electric power lines on and adjacent to all areas onto which the Agreement Documents require or permit the Contractor to Work, to store materials or to stage operations, and that the Contractor has obtained from the Owner or Owners of the aforesaid electric power lines advice in writing as to the amount of voltage carried by the aforesaid lines. The Contractor agrees that any failure on its part to adhere to said laws, rules and regulations shall not only be a violation of the law but shall also be a breach of Agreement and specific violation of the provisions under Section GC-15 above, which pertains to safety precautions.

- C. The Contractor acknowledges and agrees that it is the person responsible under the law and that it is the person employing or directing others to perform labor within the meaning of Official Code of Georgia Annotated § 34-1-1, Labor and Industrial Relations. He acknowledges and agrees likewise that it will comply with said law.
- D. The Contractor shall protect all Work, including but not limited to, excavations and trenches, from rain water, surface water, and backup of drains and sewers. The Contractor shall furnish all labor, pumps, shoring, enclosures, and Equipment necessary to protect and keep the Work free of water.
- E. The provisions, terms and conditions of this Section GC-16.2, although very specific, are in no way intended to limit the general requirements hereof or the applicability of laws relating to Work conditions, safety or accident prevention and no specific provision or combination of specific provisions in any of said subsections or in any other parts or sections of the Agreement Documents shall be deemed to limit the obligations or responsibility of the Contractor contained in general provisions with respect thereto or in laws, statutes, acts, rules or regulations which are applicable thereto but which are not specifically referred to in any part of the Agreement Documents.

GC-17 USE OF PREMISES AND CLEAN UP

- A. Contractor expressly undertakes at no additional cost to the Owner or Owner's Representative:
 - 1. To store Contractor's Materials, Supplies and Equipment at the Site of the Work in such orderly fashion and in such locations as approved by the Owner's Representative that will not unduly interfere with the progress of the Work or the Work of any other Contractors, or the activities of personnel of the Owner or Owner's Representative.
 - 2. To clean up all refuse, rubbish, scrap materials, and debris caused by Contractor's operations, to the end that all times the Site of the Work shall present a neat orderly and workmanlike appearance. No items shall be left or discarded elsewhere on the Site, or any other sites. Items that are to be discarded shall be removed to approved, permitted disposal locations.
 - 3. To remove all surplus material, false Work, temporary structures, including foundations thereof, plants of any description and debris of every nature resulting from Contractor's operations, and to put the Site in a neat, orderly condition before final payment. Such final cleanup Work shall be performed within the time specified for completion of Work, with such exceptions as may be approved in writing by the Owner's Representative. Unless otherwise provided in the

Specifications, Contractor shall clean any portion of Work for which a separate time for completion is specified and the Site thereof to the above standards within the specified time, with such exceptions as may be approved in writing by the Owner's Representative.

4. To effect all cutting, fitting or patching of Contractor's Work required to make the same to conform to the plans and specifications and except with the consent of the Owner's Representative, not to cut or otherwise alter the Work of any other Contractor.

B. Contractor shall, at no additional cost to the Owner or Owner's Representative:

1. Coordinate all of the Contractor's operations with, and secure approval from, the Owner's Representative before using any portion of the Site. Contractor shall assume full responsibility for any damage to any such land or area, or to the Owner's Representative, or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work.
2. Cause its agents and employees to park their vehicles only at locations directed by the Owner's Representative. Contractor's agents and employees shall clean vehicles leaving the Site so as not to muddy roads in the vicinity of the Site. Vehicles shall be brought to the Site only in connection with necessary Work on the Project. In no event shall vehicles be brought to the Site outside normal working hours unless the Owner's Representative gives specific written permission in advance.
3. In connection with Contractor's operations, provide for the free flow of traffic over roads or streets in or adjacent to the Site. The Contractor shall keep roads and streets free from obstructions of any character that might present a hazard or interference with traffic and in such condition that traffic can be adequately accommodated. When operations in connection with the Work necessitates the closing of traffic lanes, Contractor shall arrange in advance with the Owner's Representative and the City, any adjacent property Owners affected, and appropriate local authorities for such closing and shall provide as necessary appropriate barricades, signs, markers, flares and other devices as may be required by the Owner's Representative or the local authorities for traffic guides and public safety.
4. Provide facilities for its use and only at locations approved or directed by the Owner's Representative. Unless otherwise specified in the Agreement Documents, Contractor shall provide all power and lighting necessary for its Work, complying in all cases with local and national electrical codes, OSHA regulations, and any other applicable laws. Contractor shall provide telephone facilities for Contractor's own use and only at locations approved or directed by the Owner's Representative and the City.
5. Unless otherwise specifically provided in the Agreement Documents, Contractor shall provide Contractor's own temporary facilities, including an office and a watertight, closed area for storage and protection of Materials and Equipment to be used for, or incorporated in, the Work, except as specifically agreed in the Agreement Documents. Contractor's shanties, material storage rooms, field offices and the like will be placed in locations designated by the Owner. If it becomes necessary during the Work for Contractor to relocate Contractor's field operations, it will do so in an expeditious manner and at no additional cost.

6. Contractor shall take measures to control the blowing or spreading of dust, smoke, dirt, mud and refuse from its Work to avoid nuisance and inconvenience to others whether on or off the Site. These measures shall be in compliance with, without being limited to, all applicable laws, and shall be subject to the Owner's Representative approval. Contractor shall furnish all necessary labor and Materials such as water, approved chemicals, and Equipment.
7. Contractor shall be responsible for the removal or drainage of all water interfering with the proper prosecution of Contractor's Work. It shall, at all times, assure such drainage and shall not be a nuisance or inconvenience to the Owner's Representative, City, other Contractors or their Work, or the occupants or users of any other public or private area on or off the Site. This paragraph supplements, and does not supersede, any drainage or dewatering called for elsewhere in the Agreement Documents. All storm water removed from the Site by Contractor shall discharge to the Trunk Sewer in a manner and maximum flow rate acceptable to the City and shall not be performed in such a manner as to cause unacceptable sedimentation in the receiving drain or sewer.
8. Contractor shall not use permanent installed systems without permission of the Owner. If such permission is granted prior to completion of the Work, Contractor shall restore all parts of the system used by replacing materials, traps, valves, filters, motors, lamps, and the like to the extent that the Owner's Representative considers them to have been damaged or if their usefulness has been impaired or diminished by their temporary use by Contractor.
9. No part of any surface shall be loaded during construction with more weight than it can safely bear at the time. Should damage occur through violation of this requirement by Contractor, it shall be solely liable for such damage and any consequence.
10. It shall be Contractor's responsibility to receive and unload Contractor's Materials and pay all charges therefore, including, without limitation, demurrage or charges for delays in loading. Contractor shall instruct vendors or Suppliers making such deliveries exactly where they shall go. Contractor shall constantly keep the Owner's Representative advised of Contractor's Material delivery schedule and shall update it as required by the Owner so that Materials will be available to complete the Work on time. The Contractor shall schedule Material deliveries so as to interfere as little as possible with anyone else's Work on the Project but within the normal Work hours. Contractor shall require that Materials and Equipment delivered shall be identified with Contractor's name, purchase order, and identification numbers, as required by the Owner's Representative. Contractor shall sign for all Materials delivered and shall be responsible for their safekeeping.

GC-18 PROTECTION OF WORK

Contractor shall be responsible for:

1. Maintenance and protection of Work until final completion and acceptance, including, but not limited to, the storage of Materials and Equipment, erection of temporary structures and provisions for drainage as necessary to protect Work from injury, damage or loss.

2. Any injury, damage, or loss to Work resulting from the action of the elements or any other cause, irrespective of fault or negligence, excepting only such injury, damage, or loss as is caused solely by the negligence or willful misconduct of the Owner or Owner's Representative.
3. Protection of its Work and materials and the Work and materials of Contractor's Sub-contractors from damage or injury from the weather.
4. Exercising due care to avoid injury or damage to the Work of other Contractors on site.

Any portion of Work suffering injury, damage, or loss for which Contractor is responsible under 1, 2, 3 or 4, above, will be considered defective and shall be corrected or replaced without additional cost to Owner and Owner's Representative.

GC-19 DEFECTS IN THE WORK AND UNAUTHORIZED WORK

Contractor shall promptly remove from the premises all Work rejected by the Owner's Representative for failure to comply with Agreement Documents, whether incorporated in the construction or not, and Contractor shall promptly replace and re-execute the Work in accordance with Agreement Documents and without expense to Owner or the Owner's Representative and shall bear the expense of making good all Work of other Contractors destroyed or damaged by such removal, or replacement. All removal and replacement Work shall be done at Contractor's expense.

Any Work which may be done or Materials ordered by Contractor prior to receipt of a Notice to Proceed, incorporation of previously rejected Work, Work done contrary to or regardless of the instruction of the Owner's Representative, extra Work performed without written authority from the Owner's Representative, Work done beyond the limits shown on the Plans, except as herein specified, or any extra Work done without written authority from the Owner's Representative, will be considered as unauthorized and will not be paid for unless specifically accepted in writing by the Owner's Representative. Work so done may be ordered removed or replaced at the Contractor's expense. General Acceptance of the Work or any portion thereof shall not be sufficient claim for Acceptance of extra or unauthorized Work.

If the Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Agreement Documents, and fails within three (3) days after receipt of Written Notice from the Owner's Representative to commence and continue correction of such default or neglect with diligence and promptness, the Owner's Representative may, after three (3) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the Owner's Representative may have, make good such deficiencies and may further elect to perform and to complete all or any part of Work thereafter through such means as the Owner's Representative may select, including the use of a new Contractor. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the Contractor, the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner's Representative on demand.

Minor, inconsequential defects may be waived in writing by the Owner's Representative, but the Owner's Representative's failure or refusal to exercise such authority shall not be subject to claim by Contractor. If a waiver will result in an appreciable saving of costs to Contractor, including costs of Work in place and potential costs of rejection and replacement under this clause, it will be made only upon an equivalent

adjustment in compensation pursuant to GC-41. Other defects may be waived only as expressly authorized by Special Conditions or Technical Provisions which make provision for relief to the Owner or Owner's Representative for such waiver.

GC-20 GUARANTEE OF WORK AND MATERIALS

- A. The Contractor warrants to the Owner and the Owner's Representative that all materials and equipment furnished under this Agreement will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Agreement Documents. All Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner's Representative, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty is not limited by any other provision of the Agreement Documents. The Warranties set forth in this paragraph and elsewhere in the Agreement Documents shall survive final acceptance of the Work.
- B. If within one (1) year after the Date of Final Completion and Final Acceptance of the Work by the Owner, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the Agreement Documents, any of the Work is found to be defective or not in accordance with the Agreement Documents, the Contractor shall correct it promptly after receipt of a Written Notice from the Owner or the Owner's Representative to do so, unless the Owner or Owner's Representative has previously given the Contractor written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Agreement. The Owner shall give such notice promptly after discovery of the condition.
- C. Without limiting the responsibility or liability of the Contractor under the Agreement, all warranties given by manufacturers on Materials or Equipment incorporated in the Work are hereby assigned by the Contractor to the Owner. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the Owner. The Contractor shall not obtain any Materials or Equipment under warranties, which do not run directly to the benefit of the Owner, and all such warranties shall be directly enforceable by the Owner.
- D. The foregoing warranties, and those contained elsewhere in the Agreement Documents or implied by law, shall be deemed cumulative and not alternative or exclusive. No one or more of them shall be deemed to alter or limit any other.

GC-21 TERMINATION OF AGREEMENT

GC-21.1 Bankruptcy or Insolvency

If Contractor is adjudged as bankrupt or insolvent, or makes a general assignment for the benefit of Contractor's creditors, or if a trustee or receiver is appointed for Contractor or for any of Contractor's property, or if Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if Contractor refuses or fails to prosecute Work or any separable part thereof, with such diligence as will insure its completion within Agreement Time, or if Contractor fails to complete said Work within said time, or if Contractor disregards laws, ordinances, rules, regulations,

directions or orders of any public body having jurisdiction over Work or if Contractor disregards the authority of the Owner or the Owner's Representative, or if otherwise violates any provision of Agreement Documents, then Owner's Representative may terminate the Agreement without prejudice to any other right or remedy after giving Contractor a minimum of fifteen (15) days to either undertake the Work or pay the Owner's Representative for doing so.

If the surety does not commence performance thereof within fifteen (15) days from the date of the mailing to such surety of notice of termination, Owner's Representative may take over Work and prosecute the same to completion by contract or by Force Account for the account and the expense of Contractor and Contractor and Contractor's surety shall be liable to Owner's Representative for any excess cost incurred thereby, and in such event Owner may take possession of and utilize in completing Work, such materials, appliances, and plant as may be on the Site of Work and necessary therefore.

- (1) Preserve all Materials, Drawings and records and Plans at Site of the Work until notified in writing of those items, which will be used in completing Work.
- (2) Upon receipt of the foregoing notice, remove from Site of the Work all construction materials, equipment, and plant not designated for use in such notice.
- (3) Assist the Owner's Representative in making an inventory of all Materials and Equipment in storage at the Site of Work, in route to the Site of Work, in storage or manufactured at other locations, and on order from Suppliers.

GC-21.2 Owner or Owner's Representative 's Right to Stop the Work

If the Contractor fails to correct defective Work as required by the Agreement Documents, or fails to carry out the Work or supply labor or Materials in accordance with the Agreement Documents, the Owner or the Owner's Representative, in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner and the Owner's Representative to stop the Work shall not give rise to any duty on the part of the Owner or Owner's Representative to exercise this right for the benefit of the Contractor or any other person or entity.

GC-21.3 Termination by the Owner or Owner's Representative for Contractor Default

A. If the Contractor is adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper Materials, or fails to make prompt payment to Sub-contractors or for Materials or labor, or disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of a provision of the Contract Documents, and fails within seven (7) days after receipt of written notice to commence and continue correction of such default, neglect or violation with diligence and promptness, the Owner or the Owner's Representative, may, after seven (7) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the Owner or the Owner's Representative may have, terminate the employment of the Contractor and take possession of the Site and of all Materials, Equipment, tools, construction Equipment and machinery thereon owned by the Contractor

and may finish the Work by whatever methods the Owner or the Owner's Representative may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

- B. If the unpaid balance of the Agreement Price exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner or Owner's Representative on demand. This obligation for payment shall survive termination of the Agreement.
- C. Termination of this Agreement pursuant to this GC-21.3 may result in disqualification of Contractor from bidding on future contracts issued by the Owner or the Owner's Representative.

GC-21.4 Termination for Convenience by Owner

- A. The Owner or the Owner's Representative may, at any time upon thirty (30) days Written Notice to the Contractor, terminate (without prejudice to any right or remedy of the Owner or the Owner's Representative) the whole or any portion of the Work for the convenience of the Owner or the Owner's Representative.
- B. If, after the Contractor has been terminated for default pursuant to Paragraph GC-22.3, it is determined that none of the circumstances set forth in Paragraph GC-22.3 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph GC-21.4 A.
- C. If the Owner or the Owner's Representative terminates the whole or any portion of the Work pursuant to Paragraph GC-21.4 A, then the Owner or the Owner's Representative shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Paragraph GC-21.4 D, plus a markup of ten percent (10%) on the actual fully accounted costs recovered under Paragraph GC-21.4 D; provided, however, that if it appears that the Contractor would have sustained a loss on the entire Agreement had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement to reflect the indicated rate of loss.
- D. If the Owner or the Owner's Representative terminates the whole or any portion of the Work pursuant to Paragraph GC-21.4 A, the Owner shall pay the Contractor the amounts determined by the Owner's Representative as follows:
 - 1. An amount for supplies, services, or property accepted by the Owner pursuant to Clause GC-21.5 C.6, (or sold or acquired pursuant to Clause GC-21.5 C.7), and not heretofore paid for, and to the extent provided in the Agreement such amount shall be equivalent to the aggregate price for such Supplies or services computed in accordance with the price or prices specified in the Contract, appropriately adjusted for any saving of freight or other charges; and

2. The total of:

- (a) The cost incurred in the performance of the Work terminated, including initial costs and preparatory expense allocable thereto, but exclusive of any costs attributable to supplies or services paid or to be paid for under Clauses GC-21.4 D.1 or GC-21.4 D.2(b);
 - (b) The cost of settling and paying claims arising out of the termination of Work under subcontracts or orders, pursuant to Clause GC-21.5 C.5, which are properly chargeable to the terminated portion of the Agreement (exclusive of amounts paid or payable on account of completed items of equipment delivered or services furnished by Sub-contractors or vendors prior to the effective date of the notice of termination, which amounts shall be included in the costs payable under (a) above); and
 - (c) The reasonable costs of settlement, including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Agreement and for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to this Agreement.
- E. The total sum to be paid to the Contractor under this Paragraph GC-21.4 shall not exceed the Agreement Price as reduced by the amount of payments otherwise made, by the Agreement Price of Work not terminated and as otherwise permitted by the Agreement. Except for normal spoilage, and except to the extent that the Owner or the Owner's Representative shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor, as provided in this Paragraph GC-21.4, the fair value, as determined by the Owner's Representative, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the Owner, or to a buyer pursuant to Clause GC-21.5 C.7.

GC-21.5 General Termination Provisions

- A. If the Owner or the Owner's Representative terminates the whole of any part of the Work pursuant to Paragraph GC-21.3, then the Owner or the Owner's Representative may procure, upon such terms and in such manner as the Owner or the Owner's Representative may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the Owner or the Owner's Representative for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this Agreement to the extent not terminated hereunder.
- B. Should the Contractor default under any of the provisions of the Agreement, the Contractor and its surety will pay to the Owner or the Owner's Representative such reasonable attorneys' fees as the Owner or the Owner's Representative may expend as a result thereof and all costs, expenses and filing fees incidental thereto.
- C. After receipt of a notice of termination from the Owner or the Owner's Representative, pursuant to Paragraph GC-21.3 or GC-21.4, and except as otherwise directed by the Owner or the Owner's Representative, the Contractor shall:

1. Stop Work under the Agreement on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for Materials, services, or facilities, except as may be necessary for completion of such portion of the Work under the Agreement as is not terminated;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the notice of termination;
4. Assign to the Owner or the Owner's Representative in the manner, at the times and to the extent directed by the Owner or the Owner's Representative, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Owner or the Owner's Representative shall have the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Owner or the Owner's Representative to the extent the Owner's Representative may require, which approval or ratification shall be final for all the purposes of this Clause;
6. Transfer title and deliver to the entity or entities designated by the Owner or the Owner's Representative, in the manner, at the times and to the extent, if any, directed by the Owner or the Owner's Representative, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the Work as had been terminated:
 - (a) The fabricated or un-fabricated parts, Work in progress, partially completed supplies, and Equipment, Materials, parts, tools, dies, jigs, and other fixtures, completed Work, supplies and other material produced as part of, or acquired in connection with the performance of the Work terminated by the notice of termination; and
 - (b) The completed or partially completed Plans, Drawings, information, and other property related to the Work;
7. Use Contractor's best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the Owner or the Owner's Representative, any property of the types referred to in Clause GC-21.5 C.6; provided, however, that the Contractor:
 - (a) Shall not be required to extend credit to any buyer; and
 - (b) May require any such property under the conditions prescribed by and at a price or prices approved by the Owner's Representative; and provided, further that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the Owner or the Owner's Representative to the Contractor under this Agreement or shall otherwise be credited to the price or cost of the Work covered by this Agreement or paid in such other manner as the Owner or the Owner's Representative may direct;

8. Complete performance of such part of the Work as shall not have been terminated by the notice of termination; and
 9. Take such action as may be necessary, or as the Owner or the Owner's Representative may direct, for the protection and preservation of the property related to the Agreement, which is in the possession of the Contractor and in which the Owner or the Owner's Representative has or may acquire an interest.
- D. The Contractor shall preserve and make available to the Owner or the Owner's Representative, at all reasonable times at the office of the Contractor, but without direct charge to the Owner or the Owner's Representative, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor and any sub-contractor under the Agreement and relating to the Work terminated hereunder, all to the extent provided in GC-54 hereof, or, to the extent approved by the Owner's Representative, photographs, microphotographs, or other authentic reproductions thereof.
- E. In arriving at any amount due the Contractor pursuant to Paragraph GC-21.3 or GC-21.4, there shall be deducted:
1. All un-liquidated advance or other payments on account theretofore made to the Contractor applicable to the termination portion of this Agreement;
 2. Any claim which the Owner or the Owner's Representative may have against the Contractor;
 3. Such claim as the Owner's Representative determines to be necessary to protect the Owner against loss because of outstanding or potential liens or claims; and
 4. The agreed price for, or the proceeds of sale of, any Materials, supplies, or other things acquired by the Contractor or sold, pursuant to the provisions of Clause GC-21.5 C.7 and not otherwise recovered by or credited to the Owner.
- F. If the termination, pursuant to Paragraph GC-21.4, be partial, the Contractor may file with the Owner or the Owner's Representative a claim for an equitable adjustment of the price or prices specified in the Agreement relating to the continued portion of the Agreement (the portion not terminated by the notice of termination), and such equitable adjustment as may be agreed upon shall be made in such price or prices. Any claim by the Contractor for an equitable adjustment under this Clause must be asserted within thirty (30) days from the effective date of the notice of termination.
- G. The Contractor shall refund to the Owner or the Owner's Representative any amounts paid by the Owner or the Owner's Representative to the Contractor in excess of costs reimbursable under Paragraph GC-21.4.

- H. The Owner or the Owner's Representative may, at its option and the Contractor's expense, have costs reimbursable under Paragraph GC-21.4 audited and certified by independent certified public accountants selected by the Owner or the Owner's Representative.
- I. The Contractor shall be entitled to only those damages and that relief from termination by the Owner or the Owner's Representative as specifically provided in Article GC-21.

GC-22 SUSPENSION OF WORK

- A. The Owner or the Owner's Representative may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as he may determine to be appropriate for the convenience of the Owner or the Owner's Representative.
- B. If the performance of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the Owner or Owner's Representative in the administration of the Agreement, or by failure of any one of them to act within the time specified in the Agreement (or if no time is specified, within a reasonable time), an equitable adjustment shall be made for any increase in Contractor's costs of performance (excluding profit) and any increase in the time required for performance of the Work necessarily caused by such unreasonable suspension, delay, or interruption and the Agreement modified in writing accordingly. However, no equitable adjustment shall be made under this Paragraph for any suspension, delay, or interruption (pursuant to Paragraph GC-22.2), or for which an equitable adjustment is provided or excluded under any other provision of the Agreement Documents and no adjustment shall be made to the extent that performance would have been so suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment under this Paragraph shall be allowed (1) before the Contractor shall have notified the Owner and Owner's Representative in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from an order issued pursuant to GC-22.3A) and as practicable, the extent of such suspension, delay or interruption; and (2) unless the claims for increased costs or increased time required are asserted in writing to the Owner and Owner's Representative within ten (10) days after the termination of such suspension, delay, or interruption.

GC-23 COMMENCEMENT AND PROSECUTION OF THE WORK

Contractor shall, within ten (10) days after receipt from the Owner or the Owner's Representative of a written Notice to Proceed, commence Work to be done under this Agreement. Contractor shall diligently prosecute Work and all portions thereof to completion within the times specified therefor. The capacity of Contractor's construction and manufacturing equipment and plans, sequence and methods of operations, and forces employed, including management and supervisory personnel, shall be such as to insure completion of Work within the specified time.

It is expressly understood and agreed by and between Contractor, Owner, and the Owner's Representative that Agreement Time for the completion of Work described herein is a reasonable time, taking into consideration the average climate and economic conditions and other factors prevailing in the locality of the Work.

GC-24 TIME

GC-24.1 Progress and Completion

- A. All time limits stated in the Agreement Documents are of the essence of the Agreement.
- B. The Contractor shall begin the Work within ten (10) days after the issuance of the Notice to Proceed. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Substantial Completion of the Work and Final Completion within the times stated in the Agreement Documents, including the Project Network Schedule.
- C. The Owner, the Owner's Representative and the Contractor do hereby agree that the Contract Time shall terminate on one year after issuance of Notice To Proceed. Extension of the Contract Time beyond this deadline shall require the concurrence of the Owner and the Owner's Representative. No assurance is given herein that such concurrence shall be granted.

GC-24.2 Delays and Extensions of Time

- A. Except as otherwise specifically provided under Paragraph GC-22 (Suspension of Work) or Paragraph GC-40 (Change Orders), the Contractor shall not be entitled to payment or compensation of any kind from the Owner or the Owner's Representative for direct, indirect, or impact damages, including, but not limited to, costs of acceleration arising because of delay, disruption, interference or hindrance from any cause whatsoever, whether such delay, disruption, interference or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable; provided, however, that this provision shall not preclude recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the Owner, the Owner's Representative, or its agents. The Contractor shall be entitled only to extensions in the time required for performance of the Work as specifically provided in the Agreement and as limited in GC-24.2C.
- B. The Agreement Time shall be adjusted only for Changes in the Work (pursuant to Paragraph GC-39), Suspension of Work (pursuant to Paragraph GC-21) and excusable delays (pursuant to Subparagraph GC-24.2 C). In the event the Contractor requests an extension of the Agreement Time, Contractor shall furnish such justification and supporting evidence as the Owner or the Owner's Representative may deem necessary for a determination as to whether the Contractor is entitled to an extension of time under the provisions of the Agreement. The Owner's Representative, after receipt of such justification and supporting evidence, shall make its findings of fact and decision thereon shall advise the Contractor in writing thereof. If the Owner's Representative finds that the Contractor is entitled to any extension of the Agreement Time, the Owner's Representative's determination as to the total number of days' extension shall be based upon the currently approved Project Network Schedule and on all data relevant to the extension as described in the Agreement Documents. Such data will be included in the next periodic updating of the schedule. The Contractor acknowledges and agrees that actual delays (due to changes, suspension of Work or excusable delays) in activities which according to the schedule, do not affect the Agreement Time, do not have any effect upon the Agreement Time and therefore will not be the basis for a change therein.
- C. Subject to other provisions of the Agreement Documents, the Contractor may be entitled to an extension of the Agreement Time (but not increase in the Agreement Price) for delays arising from

unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its Sub-contractors as follows:

1. Labor strikes including strikes affecting transportation, that do, in fact, directly and critically affect the progress of the Work; however, an extension of Agreement Time on account of an individual labor strike shall not exceed the number of calendar days of said strike;
2. Acts of God, tornado, fire, hurricane, blizzard, earthquake, typhoon, or flood that damage completed Work or stored materials;
3. Abnormal weather. However, the Agreement Time will not be extended due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Owner's Representative that there was greater than normal inclement weather considering the full term of the Agreement Time using a ten (10) year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for Atlanta, Georgia, and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Agreement Time, the Contractor shall not be entitled to an extension of time;
 - a. The following inclement weather days shall be anticipated and included in the contracted time period given for project completion. The Contractor's request for additional time due to weather will be granted for days beyond those listed below. The burden of proof and documentation for such request for additional time shall rest solely upon the Contractor.

<u>Month</u>	<u>Days</u>
January	10
February	10
March	7
April	6
May	4
June	3
July	4
August	2
September	2
October	3
November	5
December	9

4. Acts of the public enemy, acts of the state, federal, or local government in its sovereign capacity, and acts of another separate Contractor in the performance of a agreement with the Owner or the Owner's Representative relating to the Project; and

5. Any act or neglect of the Owner or the Owner's Representative or any of their employees.
- D. Other than pursuant to Paragraph GC-22, GC-24 and Paragraph GC-42, no claims for extension of time for delay, disruption, interference or hindrance of the Work hereunder, or any portion thereof, shall be valid unless a notice of a claim is filed with the Owner and the Owner's Representative within ten (10) days of the first instance of such delay, disruption, interference or hindrance and, in addition, unless a written statement of the claim as hereinafter described is filed with the Owner and the Owner's Representative within twenty (20) days of such first instance; otherwise, all such claims are waived by the Contractor. In the case of a continuous cause of delay, only one written claim is necessary.
 - E. Such notice of claim must clearly identify the instance of delay, disruption, interference or hindrance and an estimate of the probable effect of such delay on the progress of the Work.
 - F. Such statement of the claim must provide all information required by the scheduling requirements of the Agreement Documents and further provide the following specific information:
 1. Nature of the delay;
 2. Date (or anticipated date) of commencement of delay;
 3. Activities on the construction schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
 4. Identification of person(s) or organization(s) or event(s) responsible for the delay;
 5. Anticipated extent of delay; and
 6. Recommended action to avoid or minimize the delay.
 - G. The Owner or the Owner's Representative shall receive and process such claims for extensions of time in accordance with the procedures set forth in Paragraphs GC-41 and GC-42, except that any Change Order issued shall only amend the time for completion.
 - H. The failure of the Contractor to file any claims for extension of time within the time limits prescribed herein and in the form and manner required hereby shall be deemed a material prejudice to the interests of the Owner or the Owner's Representative and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same.
 - I. If no schedule or agreement is made stating the date upon which written interpretations as set forth in the Agreement Documents shall be furnished, then no claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) days after demand is made for them, and not then unless such claim is reasonable.

- J. To the extent that Contractor is entitled to additional compensation for delay, disruption, interference or hindrance under this Paragraph GC-24.2, an absolute condition precedent to such entitlement shall be strict compliance with all requirements and procedures for entitlement to an extension of time hereunder.

GC-24.3 Limitation of Damages

Under no circumstances shall Contractor be paid for extended home office overhead, lost use of capital, impairment of bonding capacity, loss of potential profit or any other indirect costs.

GC-25 RESPONSIBILITY FOR COMPLETION

GC-25.1 Duty to Accelerate

Subject to the other provisions of the Agreement Documents, the Contractor shall furnish such manpower, materials, facilities, and Equipment and shall work such hours, including overtime operations and Sunday and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved and currently-updated Project Network Schedule. If Work actually in place falls behind the currently updated and approved Project Network Schedule, and it becomes apparent from the current schedule that the Work will not be completed within the Agreement Time, the Contractor agrees that it will, as necessary or as directed by the Owner or the Owner's Representative, take some or all of the following actions at no additional cost to the Owner or the Owner's Representative to improve their progress:

- A. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner's Representative, the backlog of Work;
- B. Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment or any combination of the foregoing, sufficiently to substantially eliminate in the judgment of the Owner's Representative, the backlog of Work;
- C. Reschedule activities to achieve maximum practicable concurrency of accomplishment of activities; and
- D. Any other measure required by the schedule requirements of the Special Conditions.

In addition, the Owner's Representative may require the Contractor to submit a proposed revised Project Network Schedule demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Agreement Time. If the Owner's Representative finds the proposed plan not acceptable, the Owner's Representative may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner or the Owner's Representative may require the Contractor to take any of the actions set forth in this Paragraph without additional costs to the Owner or the Owner's Representative to make up the lag in scheduled progress.

GC-25.2 Acceleration by Owner's Forces

Historic Fourth Ward Skate Park Expansion

Failure of the Contractor to substantially comply with the requirements of Paragraph GC-26.1 may be considered grounds for a determination by the Owner and/or the Owner's Representative that the Contractor is failing to prosecute the Work with such diligence as will ensure its completion within the time specified. In such case, upon forty-eight (48) hours prior Written Notice to Contractor, Owner or the Owner's Representative shall have the right to furnish such additional labor and Materials as may be required to comply with the schedule and the Contractor shall be liable for such costs incurred by Owner or the Owner's Representative.

GC-25.3 Set-Off of Acceleration Costs

Any monies due to the Owner or the Owner's Representative under this Section may be set-off by the Owner or the Owner's Representative against monies due from the Owner or the Owner's Representative to the Contractor.

GC-25.4 Acceleration Remedies Cumulative

The remedies of the Owner or the Owner's Representative set out in this Section GC-25 are in addition to, and without prejudice to, all other rights and remedies of the Owner or the Owner's Representative including those stated elsewhere in the Agreement Documents.

GC-26 WORKING DRAWINGS, SHOP DRAWINGS, DATA ON MATERIAL, AND EQUIPMENT, SAMPLES, AND LICENSES

GC-26.1 General

- A. Contractor shall submit to the Owner's Representative for review and exception, if any, such working Drawings, Shop Drawings, test reports and data on Materials, licenses, and Equipment (hereinafter in this article called data), and material samples (hereinafter in this article called samples) as are required for the proper control of Work, including but not limited to, those working Drawings, Shop Drawings, data and samples specifically required elsewhere in the Specifications and Agreement Documents. Submittals are required for any product that becomes a part of or affects the permanent Work.
- B. Data on Materials and Equipment include, without limitation, Materials and Equipment lists, catalog data sheets, cuts, diagrams and similar descriptive material. Materials and Equipment lists shall give, for each item thereon, the name and location of the Supplier or manufacturer, trade name, catalog reference, size, finish and all other pertinent data.
- C. It is the duty of the Contractor to check all Drawings, data and samples prepared by or for him before submitting them for review. Drawings and schedules shall also be checked and coordinated with the Work of all trades involved. Drawings and other submittals originating from Sub-contractors will be reviewed and checked similarly by the Contractor. Pursuant to this required review, Contractor shall indicate Contractor's approval, before they are submitted for review by the Owner's Representative, by affixing Contractor's stamp of approval, properly initialed and dated with any exceptions specifically marked and noted. All submittals shall be referenced to the applicable item, section or division of the Specifications.

- D. The Owner's Representative's review of Drawings, data and samples submitted by Contractor will cover only general conformity to the Specifications, external connections, and dimensions which affect the installation. The Owner's Representative's review and exception, if any, will not constitute an approval of dimensions, quantities, and details of the Material, Equipment, device, or item shown. The Contractor is responsible for the coordination of equipment dimensions and electrical requirements and any interfaces with existing equipment and systems.
- E. Contractor shall not begin any of the Work covered by a Drawing, data, or a sample returned for correction until a revision or correction thereof has been reviewed and returned to it as "Approved no exceptions taken (code 1)" or "Approved with comments/corrections as noted (code 1c)".
- F. The Construction schedule shall include respective dates for the submission of shop and work Drawings, the beginning of manufacture, testing and installation of Materials, Supplies and Equipment.
- G. Acceptable submittals will be marked "No Exceptions Taken (code 1)." Submittals requiring minor corrections before the Material or Equipment is acceptable will be marked "Approved with Comments/Corrections as noted (code 1c)." The Contractor's progress continues with incorporation of the comments made. For submittals marked "Make Corrections Noted, resubmittal required (code 2)" the package and drawings must be resubmitted for review prior to installation of Equipment or use of Materials. The Contractor may order, fabricate or ship the items included in the submittal, provided they strictly adhere to the comments and corrections indicated, but no field work involving the submittal is to occur until the package is resubmitted and receives a code 1 or code 1c.
- H. Submittals marked "Amend and Resubmit (code 3)" have serious errors and must be revised to reflect required changes and the initial review procedure repeated.
- I. The "Rejected - See Remarks (code 4)" notation is used to indicate Materials or Equipment that are not acceptable and do not meet the Agreement requirements. Upon return of a submittal so marked, the Contractor shall repeat the initial review procedure utilizing acceptable Materials or Equipment.
- J. Drawings on other submittals not bearing the Owner's Representative's "No Exceptions Taken (code 1)" or "approved with comments (code 1c)" notation shall not be issued to Sub-contractors or utilized for construction purposes. No Work shall be done or equipment installed without a drawing or submittal bearing the "No Exceptions Taken" (code 1)" or "approved with comments (code 1c)" notation. The Contractor shall maintain at the job site a complete set of Drawings and other submittals bearing the Owner's Representative's stamp.
- K. In the event the Contractor obtains the Owner's or the Owner's Representative's approval for the use of Equipment other than that which is called for in the Agreement Documents, the Contractor shall, at Contractor's own expense and using methods approved by the Owner, make any changes to structures, piping and electrical work and provide any Engineering services that may be necessary to accommodate this equipment.
- L. Contractor shall submit all Drawings and schedules sufficiently in advance of construction requirements to provide no less than thirty (30) calendar days for checking and appropriate action.

The Owner or the Owner's Representative is not responsible for any delays to the schedule due to required re-submittals or insufficient details and coordination by the Contractor.

- M. The review of Drawings and schedules will be general, but approval shall not be construed: (a) as permitting any departure from the Agreement requirements; (b) as relieving Contractor of responsibility for any errors, including details, dimensions, and Materials; and (c) as approving departures from details furnished by the Owner or the Owner's Representative, except as otherwise provided herein.
- N. Digital Copies of all Documents Required

In addition to the submittal requirements specified herein, the Contractor shall provide all shop drawings, installation instructions, certified test reports, electrical and other schematics, drawings, data sheets, operations and maintenance manuals, construction schedules, submittal logs, copies of all original written correspondence with signatures from the Contractor to the Owner or the Owner's Representative and from the Owner or the Owner's Representative to the Contractor, correspondence logs, and warranties and guarantees in digital format. Materials available in digital format shall be furnished in accordance with the following specification:

All textual data shall be provided in Microsoft Word, latest version. All formatting and tabular data shall be preserved. Tabular data shall be embedded in the document in Microsoft Excel, latest version. All drawing data shall be provided in digital format compatible with AutoCAD. Each electronic file shall be limited to an eight character file name with a three character extension. File extensions shall be the default extension for the respective application software it is associated with (e.g. DOC for MS Word files, DWG for AutoCAD files, XLS for Excel files).

Materials not available in original digital format (available only in paper) shall be scanned into a digital format and cleaned to remove smudges fingerprints, artifacts and extraneous marks. All notes, version stamps, etc., shall be preserved. Scanning shall be done in tagged image full format (TIFF) or PDF format. Multi-page TIFF or PDF files shall be compatible with Watermark Enterprise Edition by FileNet. Scanning accuracy shall not be less than 300 dots per inch (DPI). Color photographs shall be saved in not less than 246 colors. Black and white or monochrome scans (non-text) shall be not less than 16 gray scale levels. Color maps, color photographs, and black and white and gray scale photograph files shall be saved as GIF or JPG files. Documents shall be scanned in the existing color format of the document i.e., color documents shall be scanned in color, and black and white or monochrome in gray scale.

After the documents are in correct digital format, they shall be furnished to the Owner as a CD ROM. All media transmittals shall be accompanied by a detailed paper printout of the files on the media. This printout shall consist of: file name, file size, date of creation, submittal number, and a brief but accurate description of the file. Files may be transmitted electronically. If at any time the Owner or the Owner's Representative determines that the Contractor is in non-compliance with the requirements for digital submittals, the Owner's Representative may take action to obtain digital material in accordance with this section and may deduct the cost of obtaining such materials from amounts owing to the Contractor. At the completion of the project, and prior to final payment, the

Contractor shall submit two sets of CD's containing all digital documents submitted over the life of the project.

O. Submittal Schedule

Within 10 days of after the Notice to Proceed is issued, the Contractor shall prepare and submit a separate "Submittal Schedule" which shall include the following information in tabular form for every submittal anticipated to be submitted during the life of the project:

1. **A consecutive number for each item listed.**
2. Submittal number following the format in the Special Conditions.
3. Submittal Title.
4. Expected date to be submitted to the Designer.
5. Expected date to be returned from the Designer.
6. Approval Status.
7. Comments.

The Contractor shall incorporate the approved submittal schedule into its detailed Project schedule and submit monthly updates of the schedule and incorporated submittals along with the other monthly submittals (i.e., schedule, pay request, etc.). Each monthly update shall show actual historical information where appropriate and shall function as a Submittal Log. The monthly updates shall include a listing of all Requests for Information (RFI's) and their status.

The Contractor is responsible for entering the critical submittals into the Project schedule with sufficient time to review submittals, manufacture and ship the materials and/or equipment to support the Project schedule. This includes the temporary work and installation required to support Contract work and its installation schedule.

P. Contractor's Review of Submittals

The Contractor shall review shop drawings, product data and samples, including those by sub-contractors, prior to submission to determine and verify the following:

1. Field measurements
2. Field construction criteria
3. Catalog numbers and similar data
4. Conformance with the Specifications
5. Coordination with adjacent and other Agreement work and existing equipment or installations. i.e. 2-holing thimbles, tying into power and control system; placing anchor bolts in structural pours and locating block-outs.

Q. Contractor's Certification Statement

Each shop drawing, sample and product data submitted by the Contractor shall have affixed to it the following Certification Statement including the Contractor's Company name and signed by the Contractor: "Certification Statement: by this submittal, I hereby represent that I have determined and

verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements.” Shop drawings and product data sheets 11-inch x 17-inch and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The cover sheet shall fully describe the packaged data and include a listing of all items within the package.

R. Resubmittals

Resubmittals will be handled in the same manner as first submittals. On resubmittals the Contractor shall direct specific attention, in writing on the letter of transmittal and on resubmitted shop drawings by use of revision triangles or other similar methods, to revisions other than the corrections requested by the Owner’s Representative, on previous submissions. Any such revisions which are not clearly identified shall be made at the risk of the Contractor. The Contractor shall make corrections to any work done because of this type revision that is not in accordance to the Contract Documents as may be required by the Owner’s Representative.

S. Partial Submittals

Partial submittals may not be reviewed. The Owner’s Representative will be the sole judge as to the completeness of a submittal. Submittals not complete will be returned to the Contractor, and will be considered “Rejected” until resubmitted as a complete package. The Owner’s Representative may at Contractor’s option provide a list or mark the submittal directing the Contractor to the areas that are incomplete.

GC-26.2 Shop Drawings

- A. When used in the Agreement Documents, the term "Shop Drawings" shall be considered to mean fabrication drawings, wiring and control diagrams, cuts, or entire catalogs, pamphlets, descriptive literature, and performance and test data. The Drawings shall be submitted using standard transmittal forms in accordance with detailed instructions furnished by the Owner’s Representative. A separate transmittal sheet shall be used for reference to each item, section or division of the Specifications.
- B. The Contractor shall submit six (6) sets of each Shop Drawing for review. On electrical and instrumentation and control submittals, the Contractor shall submit seven (7) copies of each for review.
- C. Each shop drawing shall include the following:
 - 1. The date of submission and the dates of any previous submissions.
 - 2. The Project title and number.
 - 3. Contractor Identification.
 - 4. The names of:
 - a. Contractor
 - b. Supplier

- c. Manufacturer
 - d. Vendor if different from manufacturer
 - 5. Submittal number.
 - 6. Identification of the product, with the specification section number, page and paragraph(s).
 - 7. Field dimensions, clearly identified as such, including but not limited to survey data and electrical, control system and mechanical connections.
 - 8. Relation to adjacent or critical features of the Work or Materials.
 - 9. Applicable standards, such as ASTM or Federal Specification numbers.
 - 10. Identification of deviations from Contract Documents.
 - 11. Identification of revisions on resubmittals.
 - 12. An 8-in x 3-in blank space for Contractor and Owner's Representative stamps.
- D. Drawings for Work on utility facilities, streets and other facilities, which are constructed for entities other than the Owner, shall be coordinated so that information required by these Owners is included on the Shop Drawings for their facilities.
- E. If Drawings show variations from Agreement requirements, Contractor shall describe, inclusive of providing calculations stamped by a licensed GA Engineer, such variations in Contractor's letter of transmittal. If acceptable, proper adjustment in Agreement shall be implemented where appropriate. If Contractor fails to describe such variations, Contractor shall not be relieved of the responsibility for executing the Work in accordance with Agreement, even though such Drawings have been reviewed.
- F. If the Drawings or schedules as submitted describe variations per Subparagraph GC-26.2 E, and show a departure from the Agreement requirements which the Owner's Representative finds to be in the interest of the Owner and to be so minor as not to involve a change in Agreement Price or time for performance, the Owner's Representative may return the reviewed Drawings without noting an exception.
- G. If no exceptions are taken by the Owner's Representative, each of the Shop Drawings will be identified by being so stamped and dated. Shop Drawings stamped "Make Corrections Noted (code 2)" or "Rejected - See Remarks (code 3)" and with required corrections shown, will be returned to Contractor for correction and re-submittal. On re-submittals, Contractor shall direct specific attention, in writing or on resubmitted Drawings, to revisions other than the corrections requested by the Owner or the Owner's Representative on previous submissions. Contractor shall make any corrections required by the Owner or the Owner's Representative. If Contractor considers any correction indicated on the drawings to constitute a change to the Agreement Drawings or Specifications, Contractor shall give Written Notice thereof to the Owner's Representative. At least two (2) copies of Drawings or data submittals will be returned to Contractor.
- H. When the Drawings or data submittals have been completed to the satisfaction of the Owner's Representative, Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the Owner or the Owner's Representative.
- I. After final review in which there are no exceptions noted or referenced, and before final payment is made, Contractor shall furnish to the Owner's Representative two (2) sets of record Shop Drawings,

all clearly revised and completed and brought up to date, showing the permanent construction as actually made and marked FINAL/AS-BUILTS. One (1) set of such Shop Drawings shall be in AutoCad format using the latest version of AutoCad available at the time that the bid was submitted. The other set shall be reproduced on mylar or a complete paper print from which clear prints can be made.

- J. Contractor shall be responsible for and bear all cost of damages which may result from the ordering of any material or from proceeding with any part of Work prior to the review, without exception, by the Owner's Representative of the necessary Shop Drawings.
- K. Owner's Representative's review does not constitute a change or waiver of compliance. If the Contractor considers any correction indicated on the shop drawings to constitute a change to the contract documents, the Contractor shall give written notice thereof to the Owner's Representative at least seven working days prior to release for manufacture.

GC-26.3 Working Drawings

- A. When used in the Agreement Documents, the term "Working Drawings" shall be considered to mean Contractor's plans, including a detailed narrative, for temporary structures such as temporary bulkheads, support of open cut excavation, support of utilities, ground water control systems, forming and false work; for underpinning; and for such other work as may be required for construction but does not become an integral part of the Project.
- B. Copies of Working Drawings shall be submitted to the Owner's Representative where required by the Agreement Documents or requested by the Owner or the Owner's Representative in accordance with subparagraph GC-26.2 C.2, and shall be submitted at least thirty (30) calendar days in accordance with subparagraph GC-26.1 L. (unless otherwise specified by the Owner's Representative) in advance of their being required for Work.
- C. Working Drawings shall be signed by an Owner's Representative licensed to practice in the State of Georgia and shall convey, or be accompanied by, calculation of other sufficient information to completely explain the structure, machine, or system described and its intended manner of use. Prior to commencing such Work, Working Drawings must have been reviewed to the satisfaction of the Owner's Representative, and each Working Drawing identified by the Owner with the Owner's Representative's stamp of "No Exception Taken." Review of the Working Drawings by the Owner's Representative will not relieve Contractor in any way from Contractor's responsibility with regard to the fulfillment of the terms of Agreement. All risks of error are assumed by Contractor: The Owner and the Owner's Representative shall have no responsibility therefor.

GC-26.4 Record Agreement Drawings

Contractor shall keep one (1) record copy of all Agreement Documents, reference documents, and all technical submittals at the Site in good order and annotated to show all changes made during the construction process. Record drawings shall be up-dated and kept current on a monthly basis by the Contractor. The record drawings will be reviewed monthly by the Owner's Representative prior to

approval of the Contractor's monthly pay request. At the completion of the Project and before final payment is made, Contractor shall furnish the Owner's Representative with one (1) complete set of Record Drawings in AutoCad format, reflecting all changes herein described. Changes to the Record Drawings shall be made in a neat and workmanlike manner similar to the AutoCad drawings as originally provided to the Contractor by the Owner's Representative.

GC-26.5 Samples

- A. Contractor shall furnish, for the approval of the Owner, samples required by the Agreement Documents or requested by the Owner or the Owner's Representative. Samples shall be delivered to the Owner's Representative as specified or directed. Contractor shall prepay all shipping charges on samples. Materials or Equipment for which samples are required shall not be used in Work until approved by the Owner or the Owner's Representative.

- B. Each sample shall have a label indicating:
 - 1. Name of Project;
 - 2. Name of Contractor and Sub-contractor;
 - 3. Material or Equipment Represented;
 - 4. Place of Origin;
 - 5. Name of Producer and Brand (if any);
 - 6. Location in Project; and
 - 7. Submittal Number.

- C. Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Subparagraph B above. Contractor shall enclose a copy of this letter with the shipment and send a copy of this letter to the Owner and the Owner's Representative. Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify any Agreement requirement. Substitutions will not be permitted unless they are considered to be in the Owner's best interest. The Owner or the Owner's Representative may designate a testing site or agency for the Contractor to deliver the sample. This will be within a 100 mile radius of Atlanta and it will be the Contractor or Contractor's vendor's responsibility to deliver adequate amounts of material for the required testing

- D. Approved samples not destroyed in testing shall be sent to the Owner or stored at the Site of the Work, except concrete cylinders which must be retained at the testing agency. Approved samples of the hardware in good condition will be marked for identification and may be used in the Work. Materials and Equipment incorporated in the Work shall match the approved samples. Samples which failed testing or were not approved will be returned to Contractor at its expense, if so requested at time of submission.

- E. The Contractor will provide architectural samples to the Owner in a composite color board format for review and color coordination. These samples shall be of the precise Material and color specified and of sufficient size for comparison to other material samples, including masonry sample walls; fencing panel, pre-cast panels, etc. All samples shall show the full range of color and texture that are normal to the specific material.

- F. Custom colors and coatings may be required to complete the Project within acceptable architectural standards. The Contractor shall comply with the Architect's selection and provide Materials that precisely match the approved samples or existing installations.

GC-26.6 Operation and Maintenance Manuals

- A. Operation and maintenance manuals are operator and shop maintenance instructions that enable an average journeyman mechanic without prior knowledge of the specific type, make, or model to maintain and repair the Equipment. The manuals shall include repair parts data that provides positive identification for an item of the complete Equipment without reference to the manufacturer or dealer facilities to identify ordering part numbers in support of procured Equipment.
- B. Preparation Instructions: An operation and maintenance manual set is required to cover each specific make, model, year and serial numbered piece of Equipment scheduled for delivery under terms of this Agreement. It is the intent of these requirements to use standard commercial manuals modified to meet the minimum Specification set forth herein. The manuals shall provide instructions, illustrations, and other associated data for operations, preventive and corrective maintenance and repair, including a complete catalog of parts used in the assembly of the end item. The manuals provided shall contain complete instructions and information as set forth below for all equipment components, assemblies, subassemblies, attachments, and accessories manufactured by the prime Supplier or those purchased by the prime Supplier from other sources and assembled in the finished end item.
- C. Contents of Operation and Maintenance Manuals: The contents of complete set of manuals shall include, at a minimum, the following:
 - (a) Table of Contents;
 - (b) Operating instructions inclusive of any specific turn on/turn off procedures;
 - (c) Preventive maintenance, service, and corrective maintenance or repair instructions;
 - (d) Parts list with recommended quantity; and
 - (e) Approved Shop Drawing(s).
 - (f) Vender's phone # and website address for contact
- D. Binding and Delivery: The manual(s) shall be bound or otherwise securely enclosed in an oil and moisture resistant binder(s). Each binder cover shall indicate in bold type the manufacturer's name, contract number, model number, and serial number of the unit or equipment. Five (5) copies of the manual(s) shall be delivered with the Shop Drawings and must be approved with the Shop Drawings. In addition to the five (5) copies of the O&M Manuals, two (2) electronic copies are to be submitted in accordance with GC-26.1(N).

GC-27 CONTRACTOR'S TITLE TO MATERIALS

No Materials or supplies for the Work shall be purchased by Contractor or by any Sub-contractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is

retained by the seller. Contractor warrants that Contractor has good title to all Materials and supplies used in the Work, free from all liens, claims or encumbrances.

GC-28 INSPECTION AND TESTING OF MATERIALS

All Materials and Equipment used in the construction of the Project shall be subject to adequate inspection and testing in accordance with accepted standards and the requirements of the Agreement Documents. The laboratory of inspection agency shall be provided by the Contractor and approved by the Owner's Representative for these tests. Additional tests performed after rejection of Materials or Equipment shall be at the Contractor's expense.

Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for uses intended, but failure to inspect Materials will in no way waive the Owner's right to reject defective Materials or to condemn Work in which they are used. The Contractor will provide for travel expenses, factory performed testing and set up costs for the factory inspection and testing of all major architectural elements, mechanical, electrical or process equipment. A factory visit for both designers' representative and the Owner Representative may be required. No funds for stored materials or fabrication items will be released until the factory inspection is completed and a certified pay request is submitted.

All tests performed by Contractor shall be witnessed by the Owner or the Owner's Representative unless the requirement therefore is waived in writing. Contractor shall give the Owner and the Owner's Representative reasonable advance notice of all such tests. The Owner or the Owner's Representative may perform additional tests on materials tested by Contractor, and Contractor shall furnish samples for this purpose as requested.

GC-29 MATERIALS AND EQUIPMENT

Contractor shall furnish all Materials and Equipment to be incorporated into the Work. Only Materials and Equipment conforming to the requirements of the Drawings and Specifications shall be incorporated into the Work. Except as otherwise specified or approved in specific instances, all such Materials and Equipment shall be new and unused and of the highest quality available. Materials and Equipment for which no specific requirements are given in the Drawings or specifications shall be those best suited for the specified use, considering function, strength, durability and resistance to corrosion. Manufactured Materials and Equipment shall be obtained from sources which are currently manufacturing such Materials or Equipment, except as otherwise approved in specific instance.

If so ordered by the Owner's Representative, sources of Materials shall be approved by the Owner's Representative before delivery from those sources is commenced. Approval of a source of Materials may be withdrawn by the Owner's Representative at any time that the Materials delivered from that source are found to be defective, and Contractor shall thereupon cease all deliveries from that source.

Manufacturer's warranties, certifications, guarantees, manuals, instruction sheets and parts lists provided with Materials and Equipment shall be furnished to the Owner's Representative before final payment is made.

GC-30 STORAGE OF MATERIALS AND EQUIPMENT

Materials and Equipment to be incorporated in the Work shall be stored in such a manner as to preserve their quality and fitness for incorporation in the final project. They shall be stored in a manner acceptable to the Designer, Owner and the Owner's Representative and in an accessible facility that allows inspection. If at any time the Owner determines that any Materials or Equipment are not being properly stored, they may issue a directive to correct the storage or reject the Material for incorporation in the Project under GC-22. No additional payment will be made for storage requirements. No payment will be made on Materials stored improperly or replaced due to improper storage.

No Equipment may be stored outside without the express written permission of the Owner's Representative on that specific piece of equipment stating that unit's unique I.D. numbers. Contractor retains sole responsibility for stored materials regardless of any permissions granted by the Owner's Representative until final acceptance of the completed Work.

For any Equipment or units that have rotating parts or bearing assemblies and must be stored for more than sixty (60) days, the Contractor shall set up a schedule to manually rotate the units every fifteen (15) days and maintain a log certification to preserve the service life and warranties.

GC-31 REPORTS, RECORDS, AND DATA

GC-31.1 General

Contractor shall submit to the Owner's Representative schedules of quantities and costs, progress schedules, reports, estimates, records, certificates, and other data as the Owner or the Owner's Representative may request concerning Work performed or to be performed under this Agreement.

GC-31.2 Payroll Reports

Contractor shall be required to furnish weekly payroll reports, if requested by the Owner's Representative, certifying conformance with the wage rates listed in the Specifications. The requirement applies to Contractor and its Sub-contractors. These reports shall show completed payroll information, and such certificates and statements of compliance as required in the Federal Labor Standards and by the Owner's Representative relative to payrolls. The schedule of wage rates shall be posted on a bulletin board available to the workers.

GC-31.3 Contractor's Daily Reports

As soon as Contractor has started Work on the Project, Contractor shall submit to the Owner's Representative written daily reports of the Work performed the previous day by its employees, including the employees of Sub-contractors.

The reports shall be prepared by Contractor's representative and shall bear Contractor's signature. Each report shall contain the following information:

- (a) Work items and references to payment items;
- (b) Work forces and construction Equipment employed;

- (c) Materials and Equipment installed; and
- (d) Work performed by Sub-contractors.

GC-32 CONTRACTOR'S SUPERVISION OF THE WORK

GC-32.1 General

Contractor shall provide competent, efficient supervision of the Work. All Work shall be performed in a skillful, workmanlike and orderly manner, and Contractor and Contractor's supervisory personnel shall enforce this requirement at all times.

GC-32.2 Contractor's Representative

Before beginning Work, Contractor shall notify the Owner's Representative in writing of one (1) person within Contractor's organization, satisfactory to the Owner's Representative, who shall have complete authority to supervise Work, to receive orders from the Owner or the Owner's Representative, and to represent and act for Contractor in all matters arising under Agreement. Contractor shall not remove Contractor's representative without first designating, in writing, a new representative, who meets all of the foregoing requirements.

Contractor's representative shall normally be present at or about the Site of Work while the Work is in progress. Before leaving the Site of Work for any extended period, whether or not the Work is in progress, Contractor's representative shall notify the Owner's Representative, in writing, of the designation of an assistant, satisfactory to the Owner and the Owner's Representative, with full authority to act for the representative in Contractor's absence, or shall make substitute arrangements satisfactory to the Owner. When neither Contractor, Contractor's representative, nor the representative's authorized assistant is present on a part of Work, the superintendent, foreman, or other employee or Contractor in charge of that part of the Work shall be an authorized representative of the Contractor for the purposes set forth above.

GC-33 SUB-CONTRACTORS AND SUPPLIERS

Contractor may utilize the services of specialty Sub-contractors on those parts of Work that, under normal contracting practices, are performed by specialty Sub-contractors, except as otherwise required by the Agreement Documents.

In addition to the designation of Sub-contractors in the proposal documents, Contractor shall submit to the Owner's Representative a listing of the Sub-contractor's name, full address and telephone number, contact person, class or trade of work, list of similar past projects worked on, including reference names, telephone numbers, and other information as applicable to that Contractor and the provisions of the Agreement Documents. Contractor shall make Sub-contractor submittals sufficiently in advance of construction requirements to provide the Owner's Representative and Owner with no less than sixty (60) days for review and appropriate action.

Neither Contractor nor any Sub-contractor shall award Work to any Sub-contractor without prior written approval of the Owner's Representative. Contractor shall be as fully responsible to the Owner and the Owner's Representative for the acts and omissions of all Sub-contractors and Suppliers, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons

directly employed by Contractor. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to Work to bind Sub-contractors and Suppliers to Contractor by the terms of the General Conditions and other Agreement Documents, insofar as applicable to the work of Sub-contractors and Suppliers, and to give Contractor the same power as regards terminating any subcontract that the Owner's Representative may exercise over Contractor under any provisions of the Agreement Documents.

Nothing contained in this Agreement shall create any contractual relation between any Sub-contractor, Supplier and the Owner or the Owner's Representative. The Contractor shall not award more than fifty percent (50%) of the Work to Sub-contractors without the express written consent of the Owner's Representative.

GC-34 INSPECTION OF WORK

GC-34.1 General

All of Work shall be subject to inspection by the Owner or the Owner's Representative for conformity with the Drawings and Specifications. Working Drawings, Shop Drawings, data on Materials and Equipment, and material samples will be reviewed under Clause GC-25. Inspection of the balance of Work will be in accordance with this article, unless otherwise expressly indicated. Material tests conducted pursuant to Clause GC-28 and all other specified tests will be considered part of the inspection process and shall be subject to all of the provisions of this clause.

GC-34.2 Owner's Representative's Access to Work

The Owner's Representative shall have access to, and may inspect Work at all times and places. The Owner's Representative shall have access to, and may inspect, Materials and Equipment to be incorporated in Work at all times at the place of production or manufacture and at the shipping point, as well as at Site of Work.

The Owner's Representative will designate the Materials and Equipment to be inspected at the place of production or manufacture. Contractor shall give the Owner's Representative fourteen (14) days advance written notice of the start of manufacture or production of Materials and Equipment so designated. The Owner's Representative's failure to so designate Materials and Equipment shall in no way limit Contractor's right to inspect them at the place of production of manufacture.

Contractor's Materials and Equipment contacts shall include a notice to the Supplier or Sub-contractor of the inspection requirements of this clause.

GC-34.3 Cooperation And Safety

The Owner's Representative will perform inspections in such manner as not to delay Work unnecessarily, and Contractor shall perform the Work in such manner as not to delay inspection unnecessarily. Contractor shall give the Owner's Representative reasonable advance notice of operations requiring special inspection of a portion of Work at any time by reasonable advance notice to the Owner's Representative.

If requested by the Owner's Representative, the Contractor shall submit written certification, in a form approved by the Owner's Representative, that Contractor has inspected the Work prior to inspection by the Owner's Representative, and that it complies with the Agreement Documents.

Contractor shall bear any additional inspection costs resulting from Contractor's failure to have a portion of Work ready for inspection at the time requested by Contractor for its inspection, or from re-inspection of any previously rejected portion of Work where the defects requiring such rejection were due to the Contractor's fault or negligence. Such costs may be deducted, in whole or in part, from any money due or that may become due Contractor under this Agreement.

Contractor shall furnish the Owner's Representative all reasonable facilities for Contractor's safety and convenience in inspecting the Work, at all times and at all places where inspection may take place. If the Owner's Representative finds that conditions are unsafe for inspection at a particular location, the Owner's Representative may, upon notice to Contractor, refuse to inspect in that location until such conditions are corrected. Contractor shall bear any additional costs incurred to permit subsequent inspection of any portion of Work covered or completed at the location before correction of the conditions, whether or not such portion of Work is found to meet Agreement requirements.

GC-34.4 Inspection of Covered or Completed Portions of Work

If so ordered in writing by the Owner's Representative, Contractor shall uncover, remove, tear out, or disassemble, in whole or in part, any covered or completed portion of Work to permit its inspection. If that portion of Work is found to be defective or unauthorized, Contractor shall bear all costs of uncovering, removal, tearing out, or disassembly, and the provisions of Clause GC-19 shall apply. If such portion of the Work is found to conform with the Agreement Drawings and Specifications, it shall be recovered, replaced, reassembled, or otherwise restored by Contractor to its original condition and, except as stated below, all Work required in connection with the inspection will be considered extra Work under Clause GC-39. If such portion of Work was covered or completed without the approval of the Owner's Representative, where such approval was required by the Specifications or required in advance by the Owner's Representative, Contractor shall bear all costs involved in the inspection, notwithstanding conformance of such portion of Work with the Agreement Drawings and Specifications.

GC-34.5 Inspection Not a Waiver or Acceptance

Neither the inspection nor lack of inspection of any portion of the Work, nor the presence or absence of the Owner's Representative during performance of any of the Work, nor acceptance of the whole or any part of the Work by the Owner's Representative, nor any possession taken by the Owner or its employees shall operate as a waiver of any provision of this Agreement or any power herein reserved to Owner or the Owner's Representative, or any rights to damages herein provided. Should an error in the estimate, or conclusive proofs of defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, the Owner and the Owner's Representative reserves the right to claim and recover by process of law such sums as may be sufficient to correct the error or to make good the defects in the Work and Materials.

GC-34.6 Correction of Non-Compliant Work

If the Contractor is found to have Work that fails to meet the intent of the Plans and Specifications, or is in other aspects unsuitable he may be issued a notice of non-compliance on that portion of the Project Work. The Contractor shall remedy the defective or incorrect Work within twenty-four (24) hours unless a different schedule is agreed to in writing. This non-compliance status may be issued on temporary installations that fail to protect the Work or site conditions.

GC-35 OWNER'S AUTHORITY

The Owner shall have authority to decide all questions as to interpretation and fulfillment of Agreement requirements, including, without limitation, all questions as to the prosecution, progress, quality and acceptability of Work. The Owner may implement and enforce its decisions by orders, instructions, notices, and other appropriate means. The Owner's rights and authority granted under this Agreement is hereby delegated to the Owner's Representative in such cases where the Owner decides not to exercise the same.

Any oral decision, order, instruction, or notice of the Owner will be confirmed in writing. Such confirmation shall state the specific subject of the decision, order, instruction, or notice and its date, time, place, author and recipient. All communications between Owner and Contractor or its representative will be through the Owner or the Owner's Representative.

Inspectors may be appointed to inspect all Materials used and all Work done. Such inspection may extend to all or any part of the Work and to the preparation or manufacture of the Materials to be used. Inspectors will not be authorized to approve or accept any portion of the completed Work or to issue instructions contrary to the Plans and Specifications. Inspectors will have authority to reject defective Material and to suspend Work that is being improperly done, subject to the final decision of the Owner or the Owner's Representative. Inspectors shall, in no case, act as foreman or perform other duties for Contractor.

GC-36 PROGRESS PAYMENTS

GC-36.1 Progress Estimates

The Contractor shall submit to the Owner's Representative for approval, in the form directed or acceptable to the Owner's Representative, a complete schedule of values of the various portions of the Work, including quantities and unit prices, aggregating the Agreement Price (except in cases and to the extent that accepted unit prices form the basis of payment). The schedule shall subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction and to coordinate with the progress schedule required under the Special Conditions, and shall be supported by such data to substantiate its correctness as the Owner's Representative may require. Each item in the schedule of values shall include its proper share of overhead and profit. An unbalanced breakdown providing for overpayment to the Contractor on items of Work which would be performed first will not be approved. The schedule of values, when approved by the Owner's Representative, shall be used only as a basis for the Contractor's monthly request for payment and shall not be used for additions to or deductions from the Agreement Amount.

Subject to the provisions of this clause, Contractor shall prepare a written report for the Owner's Representative's approval, on Owner's Representative approved forms, of the total amount of value of Work performed under the proposal items of Agreement to the time of such estimate and in accordance with the progress report based on the approved schedule.

No progress estimate or payment shall be considered an approval or acceptance of any work performed, material, or equipment furnished. All estimates and payment will be subject to correction in subsequent estimates and the final estimate.

Progress payments will be made for all completed activities and for suitably stored materials as herein provided.

GC-36.2 Progress Payments

Upon completion of each monthly estimate of Work performed and Materials furnished, the Owner's Representative, subject to the provisions of the Agreement Documents, shall recommend payment to the Contractor for the estimated value of such Work, Materials and Equipment, less the amount of all prior payments and all liquidated damages and other amounts to be deducted or retained under the Agreement. Contractor will be paid one hundred (100%) percent, less retainage, of the cost of Materials received and properly stored but not incorporated into the Work. Payments for Materials or Equipment stored on the Site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner's Representative to establish the Owner's title to such Materials or Equipment or otherwise protect the Owner's interest, including applicable insurance. No progress estimate or payment needs to be made when, in the Owner's Representative's judgment, the increment in the estimated value of Work performed and Materials and Equipment furnished since the preceding estimate is less than Ten Thousand Dollars (\$10,000.00). If stored materials or equipment become defective, lost, stolen, or damaged prior to their incorporation into the final Work and Final Acceptance of the Work by the Owner, the Contractor shall be required to replace the equipment or materials at their sole expense including any fees for transportation and handling.

GC-36.3 Retention from Progress Payments

The amounts retained by the Owner or the Owner's Representative from each progress payment shall be as follows:

- A. Withholding ten percent (10%) of the estimated value of the Work performed until the progress payments including retainage total fifty percent (50%) of the Agreement Price.
- B. After progress payments, including retainage, total fifty percent (50%) of the Agreement Price, no more retainage shall be withheld, provided that the Owner's Representative determines that the Contractor is making satisfactory progress to ensure completion of the Work within the times specified therefor, and that the Contractor is performing the Work within the requirements of the Agreement Documents.
- C. Upon receipt of a written request from the Contractor, the Owner or the Owner's Representative may reduce retainage to the Contractor for payment of retainage to Sub-contractors who have completed their Work. If such retainage is released, the Contractor shall furnish the Owner or the Owner's

Representative with an affidavit certifying that all monies due the Sub-contractor have been paid. If the Owner or the Owner's Representative determines that the released retainage has not been paid to the Sub-contractor, the amount released shall be reinstated.

- D. The Owner or the Owner's Representative may reinstate ten percent (10%) withholding if the Owner's Representative determines that the Contractor is not making satisfactory progress to ensure completion of the work and all portion thereof within the times specified therefor, or if there is other specific cause for such withholding.

GC-36.4 Additional Payment Conditions

- A. The submission and approval of the Project Network Schedule and periodic updates thereof, as required by the Schedule requirements of the Special Conditions, shall be an integral part and basic element of the application upon which Progress Payments shall be made. The Contractor shall be entitled to Progress Payments only as determined from the currently approved and updated schedule.
- B. The Contractor shall pay each Sub-contractor within 10 days of receipt of payment from the Owner or the Owner's Representative, out of the amount paid to the Contractor on account of such Sub-contractor's Work, the amount to which said Sub-contractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Sub-contractor's Work. The Contractor shall, by an appropriate agreement with each Sub-contractor, require each Sub-contractor to make payments to their Sub-contractors in similar manner.
- C. The Owner or the Owner's Representative may, on request and at its discretion, furnish to any Sub-contractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Owner or the Owner's Representative on account of Work done by such Sub-contractor.
- D. Neither the Owner nor the Owner's Representative shall have any obligation to pay or to see to the payment of any Sub-contractor, except as may otherwise be required by law.
- E. No certification of Progress Payment (any progress payment), or any partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not fully in accordance with the Contract Documents.
- F. Any and all funds paid to Contractor pursuant to the Owner-Contractor Agreement are hereby declared to constitute trust funds in the hands of Contractor, to be applied first to the payment of claims of Sub-contractors, laborers, and Suppliers arising out of the Work, to claims for utilities furnished and taxes imposed, and to the payment of premiums on surety and other bonds and on insurance, before application to any other purpose. Whenever required by the Owner's Representative, it shall be the duty of Contractor to file with the Owner's Representative a verified statement, in a form satisfactory to the Owner's Representative, certifying the amounts then due and owing from Contractor for labor and materials, setting forth therein the names of the person whose charges or claims for labor or materials are unpaid, and the undisputed amount due to each respectively.

- G. No payments made hereunder by Owner or the Owner's Representative to Contractor prior to Final Payment shall be deemed conclusive as to the actual value of the Work performed by Contractor or of Contractor's performance of the Agreement.
- H. Owner or the Owner's Representative reserves the right to issue any Progress Payment and Final Payment by check jointly to Contractor and any Sub-contractor or Supplier at Owner or the Owner's Representative's option.
- I. Should the Owner fail to issue any Progress Payment within sixty (60) days of approval of an acceptable monthly estimate of Work performed and Materials furnished, annual interest on the payment amount may accrue at the Prime Rate.
- J. The Prime Rate shall be based on that published in the Wall Street Journal on the first business day of January or June, whichever has most recently passed, of the current year. This clause shall supersede the Georgia Prompt Payment Act and any modifications or successors to it. Nothing stated herein shall invalidate any other conditions of Progress Payment approval.

GC-36.5 Payments Withheld

- A. The Owner or the Owner's Representative may decline to approve payment and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the Owner from loss because of:
 - 1. Defective Work not remedied;
 - 2. Third party claims filed or reasonable evidence indicating probable filing of such claims;
 - 3. Failure of the Contractor to make payments properly to Sub-contractors, or for labor, Materials or Equipment;
 - 4. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Agreement Price;
 - 5. Damage to the Owner or the Owner's Representative or another Contractor;
 - 6. Reasonable evidence that the Work will not be completed within the Agreement Time;
 - 7. Persistent failure to carry out the Work in accordance with the Agreement Documents;
 - 8. Failure of the Contractor to fully comply with the Schedule requirements of the Special Conditions;
 - 9. Failure to comply with insurance and safety requirements; or
 - 10. Failure to keep current "As-Built" Records.
- B. When the grounds in Paragraph GC-36.5 A., above are removed, payment may be made for amounts withheld because of them upon the Owner's Representative's receipt of documentation establishing removal of the particular ground.

GC-37 SUBSTANTIAL COMPLETION

GC-37.1 Certificate of Substantial Completion

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is Substantially Complete as defined in Paragraph GC-3, the Contractor shall prepare for the

Owner's Representative a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Agreement Documents. When the Owner's Representative, on the basis of an inspection, determines that the Work or designated portion thereof is Substantially Complete, the Owner's Representative will then prepare a Certificate of Substantial Completion of the Work which shall establish the Date of Substantial Completion of the Work, shall state the responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance and shall fix the time within which the Contractor shall complete the items listed therein. The Certificate of Substantial Completion of the Work shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

GC-37.2 Retainage Adjustment

Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and approval by the Owner's Representative, the Owner shall make payment, reflecting adjustment in retainage, if any, for such Work or portion thereof as provided in the Agreement Documents and in accordance with the Owner-Contractor Agreement.

GC-37.3 Warranty Commencement

Warranties required by the Agreement Documents shall commence on the Date of Final Completion of the Project or designated portion thereof unless otherwise provided in the certificate of Substantial Completion of the Work or designated portion thereof.

GC-37.4 Waiver of Claims

The acceptance of Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of the application for payment for the Substantial Completion payment, and except for the retainage sums due at final acceptance.

GC-38 FINAL PAYMENT

GC-38.1 Certificate for Final Payment

Following the Owner's Representative's issuance of the certificate of Substantial Completion of the Work or designated portion thereof, and the Contractor's Completion of the Work, the Contractor shall forward to the Owner's Representative a Written Notice that the Work is ready for final inspection and acceptance, and shall also forward to the Owner's Representative a final Application for Payment. Upon receipt, the Owner's Representative will make the necessary evaluations. When the Owner's Representative finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Owner's Representative will issue a certificate for Payment that will approve the Final Payment due the Contractor.

GC-38.2 Final Payment Conditions

Neither the Final Payment nor the remaining retainage shall become due until the Contractor submits to the Owner's Representative:

1. An affidavit that all payrolls, bills for Materials and Equipment, and other indebtedness connected with the Work have been paid or otherwise satisfied;
2. Consent of surety, if any, to Final Payment;
3. Clear title for all vehicles, equipment, and/or trailers, if any, to remain as Owner property;
4. Complete set of as-built record Drawings;
5. Documentation for all state sales taxes paid by Contractor including completed State Department of Revenue Refund forms and all necessary back up documentation required by the Department of Revenue;
6. If required by the Owner's Representative or Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Agreement, to the extent and in such form as may be designated by the Owner's Representative or Owner. If any Sub-contractor refuses to furnish a release or waiver required by the Owner's Representative or Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such loss. If any lien or indebtedness remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien, or other indebtedness including all costs and reasonable attorneys' fees; and
7. As a condition of Final Payment on the Project, the Contractor shall, prior to final payment, complete and submit to the Owner, all of the invoice documentation and the State of Georgia Revenue Department forms required to obtain the sales tax refund on all applicable equipment expenditures. This submittal shall include the certified forms and auditable back-up necessary to substantiate the expenditures for State refund.

GC-38.3 Waiver of Claims by Owner

The making of Final Payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the Owner except those arising from:

1. Unsettled liens and third party claims against the Owner or the Owner's Representative;
2. Faulty or defective Work appearing after Substantial Completion of the Work;
3. Failure of the Work to comply with the requirements of the Agreement Documents;
4. Terms of any special warranties required by the Agreement Documents; or
5. Damages incurred by the Owner resulting from lawsuits brought against the Owner, the Owner's Representative, or their agents, employees, or representatives because of actions or omissions on the part of the Contractor, Contractor's Sub-contractors, Suppliers, or any of their employees, agents, or representatives.

GC-38.4 Waiver of Claims by Contractor

The acceptance of Final Payment shall, after the Date of Substantial Completion of the Project, constitute a waiver of all claims by the Contractor, except those previously made in writing and identified by the Contractor as unsettled at the time of the Final Application for Payment.

GC-39 CHANGES AND EXTRA WORK

GC-39.1 Authority For Changes

The Owner's Representative may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Agreement.

It should be noted that the Project Design was developed based on the best available data available at the time. However, as the basis of design is dependent upon that information, much of which is beyond the control of the Designer, or the ability of the Designer to confirm or deny, there is the potential for the Design to be modified to account for conditions not anticipated or differing from that original information. Such changes in the Design shall not in themselves be considered sufficient reason for an adjustment in the Agreement Price or Time unless it is shown that the changes adversely impact the Contractor's costs or operations. The Designer relied upon the existing City of Atlanta Topographic base maps for the areas surrounding and adjacent to the Project Site. The City utility records were used to locate the approximate location, orientation, nature, and alignment of the underground utilities. Ground run survey was used to delineate the site topography, and above-ground features at the site.

Environmental Site Reports were prepared under the direction of the previous site Owner and were provided to the Designer. Those reports are available to the Contractor after selection upon request. These Reports indicate the general geologic conditions of the subsurface as defined by the Geotechnical firm. The reports also define the environmental investigations undertaken and the results of those investigations. The Designer, Owner and Owner's Representative provide these reports for the convenience of the Contractor and take no responsibility for any interpretations by the Contractor of the information provided.

GC-39.2 Change Orders

Without invalidating the Agreement, the Owner's Representative may at any time, by written order, amend the plans or Scope of Work to include additions, deletions, or revisions in the Work. These will be authorized by Change Orders. Upon receipt of the Change Order, Contractor shall promptly proceed with the Work involved. If any price or scope of the Work or an extension or shortening of the Agreement Time is involved, an equitable adjustment will be made within the Change Order provided that such extension of the Time does not extend the construction completion date beyond **INSERT DATE**. In the event the Agreement Price is increased by Change Order, the penal amount of the Payment and Performance Bonds shall be increased as provided for in Appendix B. All changes in the Work authorized by Change Order shall be performed under the applicable Conditions of the Agreement Documents.

GC-39-3 Written Notice

The Owner's Representative may, at the request of Contractor, issue interpretations, clarifications and other instructions as to the intent of the Agreement Documents, in the form of Written Notices. The Owner's Representative may also, at any time, make changes in the details of the Work by issuance of a Written Notice. Upon receipt of such a Written Notice containing interpretations clarifications and other instructions, Contractor shall proceed with the Work and comply with the Written Notice unless Contractor believes that such Written Notice entitles Contractor to a Change in Agreement Price or Time or both.

Should Contractor believe that such Written Notice entitles Contractor a change in Agreement Price or Time, or both, Contractor shall give the Owner's Representative notice in writing thereof within seven (7) days after receipt of the Written Notice. Thereafter within thirty (30) days, Contractor shall document the basis for the change in Agreement Price or Time. The Owner's Representative shall render a timely, written decision on the Contractor's request for a change in Agreement Price or Time. Should the Owner's Representative determine that the Contractor is not entitled to a change in Agreement Time or Price, the Contractor shall proceed as directed upon receipt of the Owner's Representative's decision. Failure to proceed shall constitute a breach of Agreement and shall be a cause for the termination of the Agreement. Request for a Change Order arising out of a Written Notice will not be considered without the attachment thereto of a copy of the referenced Written Notice. No claim by Contractor will be allowed if asserted after Final Payment under this Agreement.

GC-39.4 Extra Work

Extra Work consists of new and unforeseen Work determined by the Owner's Representative not to be covered by any of the various items for which there is a proposal price or by combination of such items.

GC-39.5 Variation In Quantities

Wherever the estimated quantities of work to be done and materials to be furnished under this Agreement are shown in any of the documents including the Bid, are approximations and are provided for use by the Owner or the Owner's Representative in comparing proposals and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by Owner or the Owner's Representative to complete the Work contemplated by this Agreement, and such increase or diminution shall in no way vitiate this Agreement, nor shall any such increase or diminution give cause for claims or liability for damages. Contractor shall verify through their own means, and to their own satisfaction, the quantities of materials to be installed and shall reflect these values in their Bid.

GC-40 CHANGE ORDERS

GC-40.1 General

The Agreement Price may only be changed by a Change Order. Each change will be set forth in a Change Order prepared by the Owner's Representative and approved by Owner or the Owner's Representative. Change Order will specify (a) all additional work to be done and work to be omitted, if any, in connection with the change; (b) the basis of compensation to the Contractor for additional or omitted work; and (c)

any adjustment of the time of completion of the Work. If the Owner's Representative determines that a change requiring additional Work will cause delay in completion of Work, the Owner's Representative will grant an equitable time extension for the changed Work or a subsequent Change Order may be issued at such time as the extent of such delay can be determined.

Upon receipt of a Change Order, Contractor shall comply therewith and perform each item of Work set forth therein, furnishing all labor, Material, and Equipment necessary therefor, in the same manner as if such Work were originally included in the Agreement. In the absence of a Change Order, Contractor shall not be entitled to payment or an extension of the time of completion on account of any changes made.

GC-40.2 Methods Of Payment

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Agreement Price shall be determined by the following method which is most advantageous to Owner, as determined by the Owner's Representative:

- A. Where the Work involved is covered by unit prices contained in Agreement Documents, by application of unit prices to the quantities of the items involved;
- B. By mutual acceptance of a lump sum, based on a detailed breakdown of anticipated costs plus Contractor's fee for overhead, small tools, and profit; or
- C. On the basis of the actual cost of the Work plus a Contractor's fee for overhead, small tools and profit. This method of payment is herein referred to as Force Account Work, and is further described in GC-40.3. Contractor's fee for Force Account Work performed by Contractor's own forces shall be twenty percent (20%) for direct labor and payroll burdens; five percent (5%) for all purchased material; and Contractor's fee for subcontracted work shall be as defined in Section GC-40.3 E.

GC-40.3 Force Account Work

When authorized by a Change Order, Contractor may perform Work on a Force Account basis and will be paid actual costs and a fee for properly allocated charges which may include labor, bond premium, supplies and Materials, Equipment and subcontract billings, incurred in the performance of such Force Account Work as more particularly described below:

- A. Labor: For all labor and for foremen in direct charge of the specific operations, Contractor shall receive the actual rate of wage in effect at the time the Force Account Work is performed for each and every hour that said laborer and foreman are actually engaged in such Work. Said agreed rate shall be no higher than that regularly paid the employee. A foreman shall not be used where there are fewer than two (2) laborers employed, except with the written consent of the Owner's Representative. Contractor shall receive the actual costs paid to or in behalf of workmen, by reason of fringe benefits, including but not limited to, social security contribution, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay. Expenses of working after hours, on holidays or on Saturdays and Sundays, shall be included to the extent authorized by the Owner's Representative. Subsistence and travel allowance where required by collective bargaining agreements shall be included.

The charges for labor shall include all classifications through foremen when engaged in the actual and direct performance of the Work. They shall not include charges for such overhead personnel as assistant superintendents, superintendents, office personnel, timekeepers, and maintenance mechanics.

- B. Bonds and Insurance: For bonds and insurance premiums or increases thereto necessitated by the Force Account Work, Contractor shall receive the actual cost to which no percent shall be added. Contractor shall furnish satisfactory evidence of the rate or rates paid for such bond and insurance.
- C. Materials: For materials accepted by the Owner's Representative and used as an integral part of the finished Work, Contractor shall receive the actual cost of such Materials delivered on the Work, including transportation charges paid by him, exclusive of machinery rentals as hereinafter set forth.

If Materials are procured by Contractor by a method that is not a direct purchase from and a direct billing by the actual Supplier, the cost of such Material shall be deemed to be the lowest current wholesale price at which such Materials available in the quantities concerned and delivered to the site of the Work.

For other Materials used in the construction that are not an integral part of the finished Work, such as, but not limited to, sheeting, false Work and form lumber, Contractor shall be reimbursed in the amount agreed upon by the Owner's Representative before such Work is begun. The salvage value of such material will be taken into consideration in determining the amount of reimbursement.

- D. Equipment: Contractor will be paid for the use of Contractor owned or rented Equipment at seventy percent (70%) of the suggested monthly rental rates listed for such Equipment in the Rental Rates for Construction Equipment Blue Book (published by Data Quest), except as modified below, which edition shall be the latest edition in effect at the time of commencement of the Force Account Work. Hourly rental rates shall be calculated by dividing the listed monthly rates as modified above by one hundred seventy-six (176) hours. The rental rate for Equipment used in excess of eight (8) hours per day, shall be at the rate of fifty percent (50%) of the hourly rates as calculated above. The rental rates for standby Equipment, when authorized by the Owner's Representative, shall be at the rate of fifty percent (50%) of the hourly rate for Equipment in use eight (8) hours per day. No payment of rentals for standby Equipment will be made for more than eight (8) hours per working day and no payment will be made for weekend days or holidays. If it is deemed necessary by Contractor to use equipment not listed in the applicable edition of the Blue Book Rental Rates, Contractor shall furnish the necessary cost data and paid invoices to the Owner's Representative for Contractor's use in establishment of such rental rate(s). Equipment must be in good operating condition. The rental rates paid as above provided shall include the cost of fuel, oil, lubricants, supplies, small tools, necessary attachments, repairs and maintenance of all kinds, depreciation, storage, insurance, and all incidentals. Equipment operators will be paid for as stipulated in subparagraph (A) of Clause GC-40.3.

The rental time to be paid for Equipment on the Work site shall be the time the Equipment is required for the Force Account Work being performed. The time shall include the time required to move the Equipment to location of the Force Account Work and return it to the original location or to another location, requiring no more time than that required to return it to its original location. Moving time will not be paid for if the Equipment is used at the site of the Force Account Work on other than such Force Account Work. Loading and transporting costs will be allowed, in lieu of moving time, when the

Equipment is moved by means other than its own power. No payment for loading and transporting will be made if the Equipment is used at the site of the Force Account Work on other than such Force Account Work. Compensation will not be allowed while Equipment is inoperative due to breakdown.

For the use of Equipment moved in on the Work and used exclusively for Work paid for on a Force Account basis, providing the Owner's Representative has agreed to said move, Contractor will be paid the Equipment use rates provided for in this clause, for the cost of transporting the Equipment to the location of the Work and its return to its original location, and for the cost of loading and unloading the Equipment, all in accordance with the following provisions:

1. The cost of transporting Equipment shall not exceed the applicable minimum established rates by the State of Georgia Public Service Commission.
 2. The Equipment use period shall begin at the time the Equipment is unloaded at the site of the Force Account Work, shall include each day that the Equipment is at the site of the Force Account Work, excluding Saturdays and Sundays and other legal holidays unless the Force Account Work is performed on such days, and shall terminate at the end of the day on which the Owner's Representative instructs Contractor to discontinue the use of such Equipment. The maximum time to be paid per day will not exceed eight (8) hours unless the Equipment is in operation for a longer time.
- E. Subcontract Work: Where the Change Order applies to Work being performed under a subcontract, reimbursement, including fee for small tools, overhead and profit for the Sub-contractor's Work performed on a Force Account basis shall be computed in precisely the same manner as if performed by Contractor as indicated in GC-40.2 C. One additional allowance of five percent (5%) of the Sub-contractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the Sub-contractor.

If the Sub-contractor elects to contract out Change Order Work to a third (or lower) level Contractor or Supplier of purchased Equipment, Sub-contractor shall not be entitled to fees, overhead or profit for such third (or lower) level work or Materials.

The Owner or the Owner's Representative reserves the right to direct the Contractor to contract directly with third (or lower) level subcontracts and Suppliers of purchased Equipment in order to avoid paying multiple fees, overhead and profit for such third (and lower level) Sub-contractors and Suppliers of purchased Equipment.

If similar work is not being performed at the Work site, and if required by Owner or the Owner's Representative, Contractor shall obtain three (3) competitive proposals for the requirements of the Change Order and the Agreement Documents from Sub-contractors acceptable to the Owner's Representative. Selection of the Sub-contractor shall be subject to the approval of the Owner's Representative and the Owner.

- F. Compensation: The compensation as set forth above shall be received by Contractor as payment in full for Work done on a Force Account basis. At the end of each day, Contractor's Representative and Inspector shall compare records of the Work performed including classification of all laborers, ordered on a Force Account basis.

- G. Statements: No payment will be made for Work performed on a Force Account basis until Contractor furnishes the Owner's Representative itemized statements of the cost of such Force Account Work detailed as to the following:
1. Labor - name, classification, date, daily hours, total hours, rate, and extension of each laborer and foreman;
 2. Equipment - size, type, identification number, dates, daily hours, total hours, rental rate, and extension of each unit of machinery and Equipment;
 3. Materials - quantities of supplies and Materials, prices, including transportation cost and extensions;
 4. Bonds and insurance premiums;
 5. Subcontract Work - Force Account detail as above, or progress quantities and prices of unit price or lump sum subcontracts; and
 6. Payment for items under paragraphs (A) to (F) inclusive, shall be conditioned upon Contractor's presentation of original receipted invoices for Materials used and transportation charges. If, however, the materials used in the Force Account Work are not specially purchased for such Work but are taken from Contractor's stock, then in lieu of the original invoices, the statements shall contain or be accompanied by an affidavit of Contractor which shall certify that such Materials were taken from Contractor's stock, that the price and transportation of the Material as claimed represent actual cost.
- H. If, in the Owner or the Owner's Representative 's opinion, Contractor or any of Contractor's Sub-contractors, in performing Force Account Work, are not making efficient use of labor, Material, or Equipment and/or are proceeding in a manner which is expensive to Owner, the Owner's Representative may request the Contractor to make more efficient use of labor, Material and Equipment. Contractor shall in good faith comply with such requests as are reasonable. If the Contractor fails to comply with such requests, the Owner's Representative may independently determine the reasonable cost of the Work and the Contractor will be entitled only to the reasonable cost so estimated by the Owner's Representative.

GC-40.4 Lump Sum Change Order Work

Contractor shall prepare an estimate of all extra and deleted Work as described by Written Notice, using established unit prices where they are stated in the Bidding Document. Estimates for Labor, Bonds and Insurance, Materials, and Equipment required shall otherwise be based on the provisions set forth in GC-40.3 A, B, C, and D, above.

GC-40.5 Change Orders Limited

Except as provided in GC-40 and GC-41, no order, statement or conduct of the Owner's Representative shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Agreement Price or Agreement Time.

GC-40.6 No Work Stoppage

Nothing in this Article shall excuse the Contractor from proceeding with the Agreement as changed.

GC-40.7 Agreement Amendment

The amount payable to the Contractor under the Agreement, the Agreement Time, and the date required for performance of any part of the Work may be changed only by a Change Order to the Agreement.

GC-41 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute Contractor's final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, Contractor may submit a notice of potential claim to the Owner's Representative in accordance with Clause GC-45 at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of Contractor's obligations under Clause GC-40, Change Orders.

GC-42 CHANGED CONDITIONS

Contractor shall notify the Owner's Representative in writing of the following conditions, hereinafter called "changed conditions," promptly upon their discovery and before they are disturbed, in any event no later than five (5) calendar days:

- A. Subsurface or latent physical conditions at the site of Work differing materially from those indicated in this Agreement; or
- B. Unknown physical conditions at the site of the Work of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in Work of the character provided for in this Agreement.

The Owner's Representative shall promptly investigate the conditions, and if the Owner's Representative finds that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Agreement, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Agreement modified in writing in accordance with the provisions of Clause GC-39. If the Owner's Representative determines that conditions of which the Owner's Representative has been notified by Contractor do not justify an adjustment in compensation, the Owner's Representative will so advise Contractor in writing.

Should Contractor disagree with such determination, Contractor may submit a notice of potential claim to the Owner's Representative as provided in Clause GC-43.

No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required above; provided, however, the time prescribed therefore may be extended by the Owner's Representative.

No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this Agreement.

GC- 43 NOTICE OF CLAIM

GC-43.1 Time Limit

No claim by the Contractor against the Owner or the Owner's Representative for additional compensation or other injury or damage shall be valid unless a written and signed notice of claim is filed with the Owner's Representative and the Owner within ten (10) days after occurrence of the event upon which the claim is based, and, in addition, unless a detailed written statement of claim, as required by GC-44, accompanied by vouchers and other supporting data, shall have been filed with the Owner and the Owner's Representative by the Contractor within thirty (30) days after the occurrence of said event.

GC-43.2 Identification

Any notice of claim must clearly identify the event that is relied upon, contain a clear statement of why it constitutes a basis for additional compensation and must contain a clear statement that the document constitutes a "Notice of Claim."

GC- 44 STATEMENT OF CLAIM

The statement of claim shall include a clear, concise recital of the basis upon which the claim is asserted, including a designation of the provision or provisions in the Agreement Documents on which the claim is based and the amount of the claim. All costs, expenses and damages claimed shall be included in detail with complete supporting documentation and shall be accompanied by a sworn statement indicating that: (a) the individual executing said statement is personally familiar with the matters stated in the claim; (b) that the matters stated therein are based upon the terms of the Agreement Documents; (c) that the costs, expenses and damages claimed therein flow directly from the matters stated therein; and (d) that the costs, expenses and damages listed therein have not been otherwise included in the cost of the Work and are true, accurate and correct.

GC- 45 DECISION OF CLAIMS

GC-45.1 Claim Review

Upon receiving a statement of claim, complying with the requirements of GC-43 and GC-44 and with the advice and assistance of the Owner's Representative as appropriate, the Owner shall review the statement of claim submitted by the Contractor. In conducting this review, the Owner's Representative shall have the right to require the Contractor to submit such additional or supporting documents, data and

other information as the Owner and/or the Owner's Representative may require, and the failure to submit such additional documents, data or other information within fifteen (15) days following written request shall be deemed a waiver of the claim. Upon completion of such review, to take place within thirty (30) days of receipt of the additional documents, data or other information as may have been required by the Owner and/or the Owner's Representative, the Owner in consultation with the Owner's Representative shall issue a written determination, and if it deems appropriate accept such parts of the claim as they find in good faith to be proper and, if the Contractor agrees, a Change Order shall be issued to amend the Agreement Price, the time for completion or either of them as may be found proper. If the Contractor disputes the determination made by the Owner, the Contractor as a condition precedent to any further action to resolve such dispute must notify the Owner and the Owner's Representative in writing within five (5) days following receipt of the decision of the factual basis of such dispute and permit the Owner fifteen (15) additional days to reconsider and, if it deems it appropriate, issue a modified decision.

GC-45.2 No Waiver

Nothing contained in this section shall operate to limit or extinguish any right or defense of the Owner or the Owner's Representative contained elsewhere in the Agreement Documents or available at law or in equity or constitute a waiver by the Owner or the Owner's Representative of any right or defense otherwise available.

GC-45.3 Absolute Conditions Precedent

The failure of the Contractor to file any claim within the time limits prescribed herein or in the form or manner precisely as required hereby shall be deemed a material prejudice to the interests of the Owner or the Owner's Representative and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same and recover damages for the same.

GC-46 MEASUREMENT AND PAYMENT

GC-46.1 Measurement

All items of Work to be paid for at Agreement Prices per unit of measurement will be measured or certified by the Owner's Representative. The Agreement Price per unit shall include the costs of acquisition and delivery to the site. Any payment made by the Owner for stockpiled materials for future installation into the Work shall represent full payment under that Line Item until the value of the quantity installed under the Agreement Price per unit exceeds the payment made for the stockpiled materials. Portions of the work covered under Lump Sum Line Items shall be made at the percentage of completion as estimated by the Contractor and as agreed by the Owner's Representative.

GC-46.2 Payment at Agreement Prices

The Agreement prices for items of Work shall include full compensation for all costs of items, including the costs for any Work, Materials and Equipment incidental to the items but not specifically shown or described in Agreement Drawings and Specifications, subject only to such express limitations as may be stated in the Specifications defining the items or prescribing payment thereof.

GC-47 HISTORICAL, SCIENTIFIC, AND ARCHEOLOGICAL DISCOVERIES

All articles of historical or scientific value, including, but not limited to, coins, fossils, articles of antiquity, which may be uncovered by Contractor during process of Work, shall become the property of Owner. Such findings shall be reported immediately to the Owner's Representative who will determine the further operations of Contractor, the method of removal, where necessary, and the final disposition thereof.

GC-48 SEPARATE AGREEMENTS

GC-48.1 Separate Contractors

The Owner and/or the Owner's Representative reserve the right to award other Agreements in connection with this Project. Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate Contractor's Work with theirs. If the proper execution of results of any part of Contractor's Work depends upon the work of another Contractor, Contractor shall inspect and promptly report to the Owner's Representative any defects in such work that render it unsuitable for such proper execution and results.

GC-48.2 Cooperation

The Owner may perform additional work related to the Project by itself, or it may let other contract containing provisions similar to these. Contractor shall afford the other Contractors who are parties to such contracts, the Owner or the Owner's Representative, if either of them is performing the additional work themselves, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate Contractor's work with theirs.

GC-48.3 Review of Separate Contractor's Work

If any part of the Contractor's Work depends for proper execution or results upon the work of the Owner or the Owner's Representative or any separate Contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Owner's Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner, the Owner's Representative's, or separate Contractor's work as fit and proper to receive the work, except as to defects which may subsequently become apparent in such work by others.

GC-48.4 Notice to Contractor

If the performance of additional work by other Contractors of the Owner or the Owner's Representative is not noted in the Agreement Documents prior to the execution of the Agreement, Written Notice thereof shall be given to Contractor prior to starting any such additional work.

GC-48.5 Damage to Separate Contractor

Should the Contractor wrongfully delay or cause damage to the work or property of any separate Contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other Contractor by agreement, or otherwise to resolve the dispute. If such separate Contractor sues or initiates a

proceeding against the Owner or the Owner's Representative on account of any delay or damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the Owner or the Owner's Representative arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the Owner for all attorneys' fees and court costs which the Owner or the Owner's Representative has incurred.

GC-48.6 Owner's Right to Clean Up

If a dispute arises between the Contractor and separate Contractors as to their responsibility for cleaning up or for accomplishing coordination, the Owner or the Owner's Representative may clean up and carry out such work and charge the cost thereof to the Contractors responsible therefor as the Owner's Representative shall determine to be just.

GC-49 OFFICIAL NOT TO BENEFIT

No officer or employee of the Owner or the Owner's Representative shall be permitted to participate in the performance of this Agreement or receive any benefit or compensation arising out of the performance of such Agreement, and any Agreement entered into by the Owner or the Owner's Representative in which any officer or employee of the Owner or the Owner's Representative shall be personally interested shall be void, and no payment shall be made thereon by the Owner or any officer thereof; but this provision shall not be construed to extend to the Agreement if made with a corporation for its general benefit to preclude tangential benefit to any employees who work for the corporation on this Project.

GC-50 BRIBES

A bribe or attempt to bribe any representative or officer of Owner or the Owner's Representative by Contractor shall be considered as a breach of the Agreement in bad faith, and shall thus empower Owner or the Owner's Representative to complete Work and deduct the entire cost thereof from any monies due or to become due Contractor under the Agreement.

GC-51 PRECONSTRUCTION CONFERENCE

Within twenty (20) days after delivery of the executed agreement by Owner or the Owner's Representative to Contractor, but before issuance of Notice to Proceed, a conference will be held to review progress schedules, to review the insurance and safety program, to establish procedures for handling Shop Drawings and other submittals and for processing progress payments, and to establish a working understanding between the parties as to the Project.

The Contractor shall submit to the Owner's Representative for approval, prior to the preconstruction conference, a preliminary schedule of Shop Drawing submittals, and certification of insurance as required by Appendix B.

GC-52 TIME OF COMPLETION AND LIQUIDATED DAMAGES

GC-52.1 Liquidated Damages and Completion Incentives

It is understood and agreed that the Owner or the Owner's Representative will sustain substantial monetary and other injury and damages, including, but not limited to, increased costs, expenses and liabilities in the event of failure by the Contractor to perform its Work in accordance with the Completion and any Interim Milestone Date(s) set forth in Project Network Schedule prepared in accordance with the Special Conditions. Accordingly, should the Contractor not complete the Work, or any such portion thereof, within the date(s) required by the Project Network Schedule initially approved by the Owner's Representative, as they may be adjusted pursuant to the Agreement Documents, then charges shall be assessed against any money due or that may become due the Contractor in accordance with the following schedule:

For Each day of delay in Substantial Completion of the entire Work: \$ 500.00/ day

For Each day of delay in Final Completion of the entire Work: \$ 500.00/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the Owner after the expiration of the Agreement Date(s) for completion specified in the Project Network Schedule for the Work or portions thereof. The Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor on the Final Payment.

In the event that the Contractor completes the Work prior to the date required in the Project Network Schedule for Final Completion as of the date of commencement of the Work, Contractor shall be entitled to receive an incentive bonus of \$500 per day for each day the project is completed in advance of the Final Completion Date.

GC-52.2 No Penalty

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the Owner, the Owner's Representative and the Contractor due to the uncertainty and impossibility of making a determination as to the actual direct, incidental and consequential damages which are incurred by the Owner or the Owner's Representative as a result of the failure on the part of the Contractor to complete the Work within the Agreement Completion Date(s) specified above. Liquidated damages shall start in accordance with the above schedule upon notification to the Contractor in writing that all apparent Agreement Time allowed to achieve the relevant Completion Date has been consumed. Liquidated Damages as they accrue will be deducted from periodic partial payments to the extent they are sufficient to cover the liquidated damages owing; provided that any excess liquidated damages owing over the periodic partial payment amount may be deducted from retainage. Such deduction shall be in addition to the retainage provided for in the Agreement. The remaining amount of liquidated damages owing upon completion will be deducted from any amounts owing as Final Payment to the Contractor or Contractor's surety. Any excess amount owing as liquidated damages shall be paid upon demand.

The fixed incentive for completion of the project prior to the Final Completion Date shall be calculated from the date of actual completion to the date established in the Project Network Schedule. Any incentive due to the Contractor shall be paid at the same time as the balance of the retainage due to the Contractor at the completion of the project.

GC-53 RIGHT TO AUDIT

The Contractor shall keep and maintain accurate books and records, and supporting data, documentation, correspondence, reports, instructions, Drawings, receipts, vouchers, and memoranda regarding performance of Work hereunder and including specifically, but without limitation, such information as estimates (pre and post Bid), costs incurred, labor and Materials consumed, schedules and progress records and quality control. Such books and records shall be available for inspection, audit, and copying by the Owner, the Owner’s Representative or either of their authorized representative during the Work and for a period of the later of three (3) years after Final Payment or the date specified by any funding agency which requires that financial records be maintained for a longer period.

GC-54 MEDIATION OF DISPUTES

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement of the breach thereof or otherwise in connection with the Project to which this Agreement pertains, which has not been otherwise resolved or waived pursuant to other conditions of the Agreement Documents (hereinafter referred to as the “dispute”), the parties shall, as an express condition precedent to commencing legal action against the other relating to or arising out of the dispute, endeavor to resolved the dispute utilizing non-binding mediation conducted under Commercial Mediation Rules of the American Arbitration Association, or under such other rules as the parties may promptly agree to employ. Such mediation shall be held at the regional office of the American Arbitration Association located in Atlanta, Georgia, or at any other convenient location agreeable to the parties and the mediator.

GC-55 AGREEMENT ADMINISTRATION DOCUMENTS

A substantial number of documents will be required for the administration of the Agreement. Some of these documents are identified in this document and elsewhere in the Agreement Documents (such as Change Order forms) and others may not be. The Owner’s Representative shall have full power and authority to designate and prepare the documents to be used and the Contractor and all Sub-contractors and Material Suppliers shall utilize the documents so prepared and provided to them by the Owner’s Representative and shall follow the instructions of the Owner’s Representative with respect thereto in all regards save and excepting only those documents, if any, which the Contractor reasonably determines contain terms or requirements contrary to or in addition to and not reasonably inferable from the terms of the Agreement Documents. If the Contractor believes that any form or other document provided by the Owner’s Representative under the authority of this Section is subject to rejection by the Contractor under the terms hereof, it shall notify the Owner’s Representative thereof within ten (10) days following Contractor’s first receipt of the particular document or form giving specific reasons why the document or form is entitled to rejection. Thereafter, the form or document will be withdrawn, amended, or utilized as the Owner’s Representative finds in good faith to be appropriate after reviewing the notice provided by the Contractor. All Agreement Administration Documents may be revised at any time by the Owner’s Representative.

GC-56 MISCELLANEOUS PROVISIONS

GC-56.1 Governing Law

The Agreement shall be governed by the laws of the State of Georgia. This Agreement shall be deemed to have been made and performed in Fulton County, Georgia. For the purposes of venue, all suits or causes of action arising out of this Agreement shall be brought in the courts of Fulton County, Georgia.

GC-56.2 Contingent Assignment

Effective as of any termination of the Agreement, Contractor hereby assigns to Owner or the Owner's Representative all of the Contractor's interest in those subcontracts and purchase orders entered into by Contractor prior to termination which the Owner or the Owner's Representative specifically requests by Written Notice. All Sub-contractors and Purchase Orders shall provide that they are freely assignable by Contractor to the Owner and its assigns. Owner shall be at liberty to negotiate with and engage (for itself) any Sub-contractors, Suppliers, or others that Contractor dealt with prior to termination.

GC-56.3 Rights and Remedies

- A. The duties and obligations imposed by the Agreement Documents and the rights and remedies available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.
- B. No action or failure to act or to require in any one or more instances upon the strict performance of any one or more of the provisions of the Agreement Documents, or to exercise any right herein contained or provided by law by the Owner or the Owner's Representative, shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, nor shall it be construed as a waiver of the right to subsequently demand strict performance or exercise such rights, and the rights shall continue unchanged and remain in full force and effect, except as may be specifically agreed in writing.
- C. The Contractor agrees that it can be adequately compensated by money damages for any breach of this Agreement which may be committed by the Owner or the Owner's Representative and hereby agrees that no default, act, or omission of the Owner, or the Owner's Representative, shall constitute a material breach of the Agreement entitling the Contractor to cancel or rescind the provisions of this Agreement or (unless the Owner or the Owner's Representative shall so consent or direct in writing) to suspend or abandon performance of all or any part of the Work. The Contractor hereby waives any and all rights and remedies to which it may otherwise be or become entitled, save only Contractor's right to money damages.

GC-56.4 Unenforceability of any Clause

If any clause of this Agreement is held as a matter of law to be unenforceable or unconscionable, the remainder of the Agreement shall be enforceable without such clause.

GC-56.5 Obligation to Perform

Contractor shall carry on the Work and adhere to the Progress Schedule during and notwithstanding all disputes or disagreements with Owner or the Owner's Representative. No Work shall be delayed or

postponed pending resolution of any disputes or disagreements, except as Contractor, Owner or the Owner's Representative may otherwise agree to in writing.

GC-56.6 Labor Relations

Work on the Project may be performed by both union and nonunion separate Contractors, Sub-contractors, Suppliers, and other entities and persons. In the event of any strike, picket, sympathy strike, work stoppage, or other form of labor dispute at the Project whether directed at the Contractor, other separate Contractors, Sub-contractors, Suppliers or other persons, Contractor shall continue to perform its Work required hereby without interruption or delay. In the event the Contractor fails to continue its Work without interruption or delay, because of any or such events, the Owner or the Owner's Representative, in addition to all other rights it has in the Agreement Documents and at law, may terminate the Agreement after giving Contractor forty-eight (48) hours written notice of its intent to do so for reason of Contractor's failure to perform. Additionally, if Contractor is party to one or more labor agreement, Contractor shall take all reasonable action to avoid any Work stoppage, and in the event of a work stoppage, Contractor shall within twenty-four (23) hours take all legal action permitted by such labor agreements or by law in order to expedite resumption of Work on this Project.

GC-56.7 Covenant Not to Sue

Should the Owner or the Owner's Representative elect to terminate the Contractor for default as provided herein, then the Contractor covenants that it will not file any suit or proceeding of any kind against the Owner or the Owner's Representative by reason thereof, until the Owner shall have either abandoned the Project or completed the Contractor's Work as required under the Agreement. If the Contractor should breach this "Covenant Not To Sue," then Contractor shall be liable to the Owner or the Owner's Representative for all costs resulting to the Owner or the Owner's Representative therefrom, including, without limitation, all attorneys' fees expended by the Owner or the Owner's Representative in defending said suit or proceeding, unless a positive determination is made therein that the Contractor's termination by the Owner or the Owner's Representative was motivated by fraud and bad faith and was without justification of any kind.

GC-57 STATEMENT OF NON-DISCRIMINATION

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1414 of the Code of Ordinances, ("**Ordinance**") City of Atlanta, and to warrant the following:

- 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 herein, the words "shall not discriminate" shall mean and include without limitation the following:

Recruited, whether by advertising or other means; compensate, 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, notice to be provided by the Owner setting forth the provisions of the non-discrimination clause.

- B) The Contractor shall in all solicitation or advertisement 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 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 during the normal business hours of Contractor by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.
- D) The Contractor shall take such action with respect to any sub-contractor as the Owner may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the Owner, the Owner will enter into such litigation as is necessary to protect the interest of the Owner and to effectuate the Equal Employment Opportunity Program
- E) The Contractor and its Sub-contractors, if any, shall file compliance reports at reasonable times and intervals with the Owner in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its Sub-contractors.
- F) The Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the Project so that such provisions will be binding upon each Sub-contractor or vendor.
- G) A finding, as hereinafter provided, that a refusal by the Contractor or sub-contractor 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 public contract until it is determined that the Contractor or Sub-contractor is in compliance with the provisions of the Agreement;
 - (2) Exclusion of the Bidder from future Contracts;
 - (3) Termination of the Agreement;
 - (4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, an appropriate proceeding may be brought to enforce those

provisions, including the enjoining of Contractor, Sub-contractors, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

GC-58 WAGE RATES AND REPORTING PROCEDURES

GC-58.1 Certified Payrolls

The Contractor shall maintain accurate payroll records and be prepared to submit certified copies for the prime Contractor and all sub-contractors. Payrolls reporting an employee for the first time must contain the complete name, address, and social security of the employee.

GC-58.2 Submittals

All required payrolls shall be submitted to the Owner's Representative. Any questions concerning these submittals can be issued to the address listed on the Contract Notice to Proceed.

GC-58.3 Wage Requirements

Contractors shall pay the prevailing wages as stipulated by the wage scale(s) which are incorporated in Exhibit D. Such scale of wages to be paid shall be posted by the Contractor in a prominent and easily accessible place at the site of Work.

GC-59 First Source Hiring Agreement

GC-59.1 FIRST SOURCE HIRING AGREEMENT

Atlanta BeltLine, Inc. ("Owner") policy dictates that Contractors must sign a BeltLine First Source Employment Agreement with Owner that requires good faith efforts to fill 50% of entry level work hours and 20% of all work hours², with people residing in BeltLine neighborhoods. The Agreement is a contract that is signed along with the construction contract and it details the responsibilities of Contractors and penalties in the event of default.

GC-59.2 CONTRACTOR REQUIREMENTS

Please refer to the BeltLine First Source Agreement attached herein as Appendix A for the details of Contractor requirements. Major categories of Contractor requirements include the following:

1. Notifying Owner and Atlanta Workforce Development Agency ("AWDA") of New Construction Position availability.
2. Evaluating and interviewing candidates that are presented by AWDA for New Construction Positions¹

² Applicable only for New Construction Positions, defined as any non-executive, non-professional engineering, non-office, or non-clerical jobs, or any jobs not filled by full-time employees on the Construction Contractor's payroll for at least three months prior to the notice to proceed for the Project.

3. Making good faith efforts, for New Construction Positions¹, to fill 50% of entry level work hours and 20% of all work hours, with people residing in BeltLine neighborhoods.
4. Reporting progress with each requisition for payment.
5. Ensuring compliance of sub-contractors through training and reporting.

GC-59.3 PENALTIES

If the Owner Board of Directors determines that the Contractor has not complied with the terms of the First Source Agreement, Owner may retain up to 10% of the funds due to the Contractor under this Agreement as a penalty for failure to comply with these provisions, in addition to pursuing any other remedies available to it at law.

GC-59.4 BENEFITS TO CONTRACTORS

1. Recruitment – AWDA will prepare a list of pre-screened and qualified candidates.
2. Reduce interviewing time – AWDA can bring several job candidates to the site for interviews during arranged times
3. Tax credits – Contractors can receive tax credits (up to \$1,500) for every employee hired from specific areas within the BeltLine

END OF GENERAL CONDITIONS

SECTION B SPECIAL CONDITIONS

SC-1 PRECONSTRUCTION VIDEO SURVEY AND INSPECTIONS

Preconstruction inspection is optional and at the discretion of the Contractor. Contractor shall indemnify, defend and hold harmless, the Owner and Designer against all claims arising from damages to adjacent structures resulting from the performance of the Work. Contractor is expressly informed herein that the protection of buildings, structures, equipment, utilities, electrical systems, instrumentation and related work adjacent and in the vicinity of its operations, wherever they may be, is solely Contractor's responsibility. Failure of the Contractor to perform an inspection of buildings, structures, equipment, electrical systems and instrumentation shall not in any way alleviate the responsibility of the Contractor for any future claims for damages arising from the performance of their work.

Repairs or replacement of all conditions disturbed by the construction shall be made to the satisfaction of the Owner. This does not preclude conforming to the requirements of the insurance underwriters. Two (2) copies of surveys, photographs, videos, reports, etc., prepared by the Contractor shall be given to the Owner upon their completion.

Video or photographic surveys and inspections shall clearly document the existing conditions and be completed before any operations have begun and subject areas disturbed by any construction activities. The video surveys and inspection notes, reports, etc. shall be submitted to the Owner. The video surveys and inspections shall make an examination of the interior and exterior of buildings, structures, facilities and utilities, and record by notes, measurements, photographs, videos, etc., conditions which might be aggravated by construction activities. Prior to any type of blasting, video surveys and inspections of residences and other private structures existing within the survey and inspection corridor shall have been completed.

The cost of all pre-construction video surveys and inspections shall be borne by the Contractor.

SC-2 RIGHT OF WAY AND CONSTRUCTION ACCESS

The Owner will furnish all rights of way for the performance of Services included in this Agreement as set out in the Bid Documents. Acquisition of additional Rights of Way beyond those identified in the plans to accommodate the Contractor's chosen means and methods shall be the responsibility of the Contractor. Areas designated on the Agreement Drawings as the Contractor's Work Area will be provided to the Contractor for the duration of construction, without charge. The Contractor will be responsible for observing the limits of the right-of-way and shall prohibit any Services being done on or any damage to property outside the bounds of the right-of-way. Additional work and storage space, if required, shall be obtained by the Contractor at no additional costs to the Owner.

SC-3 SAFETY AND HEALTH

The Contractor shall prepare and submit a written Safety Plan and describe the personnel who will be responsible for the implementation of the Safety Plan. The Safety Plan shall describe procedures, means and methods to be implemented on the site to conduct the Work in an appropriate manner such that property, existing improvements, and the staff of the Contractor, Owner, Owner vendors, visitors, and the public will be protected from harm. Approval of the document by the Owner or Owner shall be solely for the purpose of verifying that the document has been prepared and shall not in any way be construed as approval of the procedures contained therein. Contractor shall bear sole responsibility for the adequacy and implementation of the safety plan.

The Contractor shall comply with all applicable health and safety standards and provisions required by the City of Atlanta, Fulton County, the State of Georgia, and the Federal Government and its regulatory agencies. The Contractor shall maintain an accurate record of all cases of death, occupational diseases, and injury requiring medical attention or causing loss of time from work arising out of and in the course of employment on work under the Contract. In areas of excavations, shafts, trenches, structures, and tunnels, the potential exists for toxic and/or explosive gases. The Contractor shall exercise caution when entering any confined space. The atmosphere shall be tested for oxygen levels, presence of chemicals, and explosivity before entry. Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances, and methods, and for the site as a whole. Contractor shall be responsible for any damage, which may result from their failure or their improper construction, maintenance, or operation. Contractor shall be solely liable for any fines or penalties arising from any failure of their safety program.

In addition to other considerations, the Site Safety Plan shall contain

- A. Emergency phone numbers (fire, medical, police, etc) which shall also be prominently posted at the Contractor's trailer and its location shall be made known to all.
- B. Name of the Site Safety officer, qualifications of the officer proposed, and their 24 hour-contact number. A safety officer shall be designated at the site during all on-going operations.
- C. Maps and directions to the nearest medical facility capable of responding to non-critical injuries and to the nearest emergency room capable of responding to significant injury
- D. Outline of procedures to ensure accidents shall be reported immediately to the Owner by messenger or phone.
- E. Outline procedures such that all accidents shall be documented and a fully detailed in a written report submitted to the Owner after each accident.

SC-4 LAYOUT OF THE WORK AND SURVEYING

SC-4.1 General

- A. The Services required include providing field engineering services, which includes establishing and maintaining survey control points and baselines as necessary to control the alignment (vertical and horizontal) and all parts of the Services within the specified tolerances, and documentation of the results.

- B. The Contractor shall be responsible for the development and implementation of a surveying program capable of satisfying all Project survey and accuracy requirements. This program shall be subject to the review of the Owner before commencement of the work. The review shall in no way release the Contractor of liabilities associated with or dependent on this part of the Services.
- C. Control datum for the survey has been established by the Owner and is indicated on the Drawings.

SC-4.2 Quality Control

- A. Planning and execution of the field engineering services shall be supervised by a land surveyor registered in the State of Georgia and shall be conducted by personnel with documented experience in the specific types of work required.
- B. The allowable combined errors of land surveys shall be compatible with excavation, and pipe placement tolerances.

SC-4.3 Submittals Related to Contractor's Field Owner's Engineer

- A. Contractor shall be required to submit, upon request, a complete and accurate log of control and survey work including documentation verifying accuracy of survey work as it progresses, and upon completion of the Work. Documentation shall include, but not be limited to, survey field books, sketches, drawings and layouts.

SC-4.4 General Requirements Related to Contractor's Field Survey

- A. The Designer has established basic survey control points as shown on the Drawings. The Contractor shall examine and verify locations of survey control points, and shall notify the Owner of any discrepancies discovered, within forty-eight (48) hours of discovery and before starting the Services.
- B. Establish, verify and maintain a minimum of **three (3)** additional survey monuments for the work. The monuments shall be permanent on site and referenced to the established survey control points. Record locations, with horizontal and vertical data, on Project Record Documents. Monuments will also be checked and verified by the construction verification surveyor. Survey notes relating to the monuments and primary control points shall be submitted to the Owner.
- C. At all times, protect, preserve and maintain survey control points used for the Services. Report to the Owner the loss, destruction or relocation of any survey control point and replace survey control points based on original survey control. Make no changes without prior written notice to the Owner.

- D. Use equipment and implementation techniques at survey control points as necessary to achieve required accuracies.
- E. Furnish information to adjust, move or relocate existing structures, utility poles, lines, services or other appurtenances located in, or affected by, construction. Through the Owner coordinate with local authorities having jurisdiction.
- F. Establish elevations, lines and levels. Locate and layout by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes and invert elevations.
- G. Where the dimensions and locations of existing structures are of critical importance in the installation or connection of any part of the work, verify such dimensions and locations in the field before the fabrication of any material or embedment, which is dependent on the correctness of such information.
- H. Field verify all utilities for alignment, depth, and geometry prior to implementing the Work.

SC-4.5 Calibration and Data Processing

- A. Calibrate all procedures and instruments as required and as recommended by the instrument manufacturer. Maintain a log showing date and type of calibration performed indicating the name of the individual performing the calibration.
- B. Data reduction shall incorporate calibrations and meteorological corrections, and rigorous reduction of measurements to the ellipsoid and thence to the coordinate system. Correct distance measurements by electro-optical distance measurement instrument for scale, cyclic error, zero error, and meteorological effects.
- C. Data processing shall include, as required, rigorous least squares adjustments. Employ data outlier detection. Determine horizontal and vertical confidence intervals.

SC-5 DISPOSAL OF WASTE MATERIAL

The disposal of all excavated material or spoil not required for use in the permanent work shall be the responsibility of the Contractor. Contractor shall remove all excess excavated material or spoil from the site of the Work and dispose of the same in a legal manner at no additional cost to the Owner. Burning of debris on site will not be allowed. Contractor shall dispose of any excavated material contaminated by Construction debris in an appropriate manner complying with Atlanta, Georgia, and Federal Laws. Disposal of waste materials at a licensed facility shall be considered in the rates submitted for excavation and disposal and shall not be considered separately for payment. Contractor shall identify materials that can be recycled. Methods to do so, and identify recycling companies' locations

SC-6 REMOVAL OF CONDEMNED MATERIAL

Material on the site, which has been determined by the Owner to be unsuitable or not in conformity with the Agreement documents shall be removed from the vicinity of the work without delay and disposed of in an approved manner.

If the Contractor fails to do so within forty-eight (48) hours after the receipt of notice, the condemned materials may be removed by the Owner and the cost of said removal shall be borne by the Contractor.

SC-7 EXISTING UTILITIES

SC-7.1 Verification of the Location of the Existing Utilities

Representations of existing utilities, facilities, and structures in the Agreement Documents are based upon available record information. Utilities may be located other than as shown and additional utilities not shown may exist on the site. The Owner are not responsible for the completeness or accuracy of the utility locations shown on the plans nor for any deductions, interpretations, or conclusions drawn there from. The Contractor shall verify to his own satisfaction by test pit or other means, the actual location of existing utilities prior to construction in their vicinity.

- A. Should the Contractor in the course of Contractor operations encounter any underground utilities the presence of which was not previously known, or a different type than shown, Contractor shall immediately notify the Owner and take all necessary precautions to protect the utility and maintain continuance of service until said utilities can be relocated by the appropriate Owners.
- B. Contractor will notify all public utility corporations, jurisdictional agencies, or other Owners to make all necessary adjustments to public utility fixtures and appurtenances within or adjacent to the limits of construction. Delays and additional cost resulting from a failure of the Contractor to notify the utility or to provide adequate notice to the utility shall be at no additional cost to the Owner, when such facilities are indicated in the Agreement Documents, and in such case, no extension of time will be granted for delays caused by utility adjustments.
- C. Damage caused to utilities either directly or indirectly by the Contractor shall be repaired and the facilities restored to their original condition to the satisfaction of the Owner and the utility Owner, at no additional cost to the Owner.

SC-7.2 Work in Vicinity of Existing Utilities

At least three (3) working days prior to starting work in the vicinity of standard utility structures and appurtenances, Contractor shall notify the Owner and appropriate utility companies and jurisdictional agencies. Contractor shall support and protect all utility structures and appurtenances in accordance with the requirements of the Agreement Documents and the utility companies, and shall take any other steps necessary to protect the structures from disturbance or damage.

A substitute the City of Atlanta Ordinance adopted March 13, 1978 requires Contractors to contact each gas company maintaining underground gas pipes or facilities within the City limits prior to the start of excavation work by blasting or mechanized excavating equipment.

SC-7.3 Access to Utilities Facilities

The Contractor shall at all times permit free and clear access to the various affected facilities by personnel of the utility Owners or operators who are working within the limits of the Site of the Work for the purpose of inspection, maintenance, or providing additional service requirements, and the construction of new facilities. When personnel of the utility Owners or operators are working within the limits of the Site of the Work to be performed by Contractor, the Contractor will not be relieved of his responsibility for the maintenance and protection of such facilities.

SC-8 WORK IN FLOOD PRONE AREAS

The Contractor shall comply with all regulations of Section 16-26006 of the Zoning Ordinance of the City of Atlanta concerning work in Flood Hazard Districts, and Fulton County Zoning Resolutions regarding Flood Protection. Contractor shall take all necessary precautions to protect the Work from flood impacts during the prosecution of the Contract. Contractor bears sole responsibility for the safe operation of the site and protection and restoration of the site in the event of rain events that may result in the inundation of the work. Contractor shall maintain and make readily available any equipment and or materials necessary for the protection and restoration of the site under this article.

SC-9 MAINTENANCE OF TRAFFIC

Contractor shall provide a written Traffic Maintenance Plan detailing the methods and safety precautions to be employed during the installation of the improvements in the Public Right of Way. Such Plan shall describe the limits of open trench that shall exist at a given time, schedule for traffic disruption, schedule for utility impacts, and methods to be employed to ensure that there is a continuous trafficable lane available throughout construction. Plan shall detail the methods employed to provide safe passage of vehicles through the construction zone during the active installation, measures to be employed to provide trafficability after hours and between shifts, and address trafficability of the area during repaving following the installation of the proposed improvements. Traffic Maintenance Plan must be approved by the Owner and the City prior to implementation. Contractor's Traffic Plan detailing impacts to North Avenue shall require DOT approval.

The Contractor shall prepare and submit for approval a traffic plan detailing the hauling of the excess materials from the site. Such plan shall require the approval of the Owner and the City prior to implementation.

Contractor shall provide, erect, maintain, and finally remove all barricades, danger, warning, and detour signs necessary to properly protect and divert traffic. All barricades and signs, including detour signs, shall be illuminated at night or when visibility is reduced. The Contractor will be held responsible for all damages due to failure of the signs and barricades to properly protect the Site of the Work from traffic and whenever evidence of any such traffic is found upon the Site of the Work the at the Owner's sole discretion, may require the impacted areas to be immediately removed and replaced by the Contractor at no additional cost to the Owner. The devices used for traffic control will be in accordance with the manual of Uniform Traffic Control Devices for Streets and Highways compiled by the State Department of Transportation. Access to the City streets and roads will be limited and may require the use of flagmen.

The City of Atlanta Substitute Ordinance adopted March 13, 1978 requires that Contractors obtain a permit for work involving blockage of a public street. Open pits, trenches, unpaved streets, debris, or other obstructions due to construction that will prevent the normal flow of traffic during an extended construction stoppage for any reason, will not be permitted. In the event an extended construction stoppage is found to be necessary, Contractor shall, at his own expense, provide normal traffic flow during extended construction stoppage. Extended stoppage will be defined by the City.

SC-10 ENVIRONMENTAL PROTECTION

SC-10.1 General

Contractor shall conduct Contractor's operations in a manner to prevent pollution of the environment surrounding the Site of the Work by every means possible and shall be responsible for furnishing all necessary items for fulfilling the work described herein.

SC-10.2 Material Transport

Contractor shall comply with Section 11-2021 of the Code of Ordinances of the City of Atlanta pertaining to the duties of the Contractor in hauling material over the City owned rights-of-way. This includes but is not limited to, approval of proposed haul routes, prevention of dropping of materials or debris on the streets from trucks arriving and leaving the site, providing a suitable vehicle inspection and cleaning installation with permanent crew, and the removal of any material spilled in public areas at no additional cost to the local government agency. Such maintenance costs shall be considered as part of the bid and shall not be considered for separate payment.

SC-10.3 Waste Materials

No waste or erosion materials shall be allowed to enter natural or manmade water or sewage removal systems. Erosion materials from excavations, borrow areas, or stockpiled fill shall be contained within the work area. Contractor shall develop methods for control of waste and erosion, which shall include such means as filtration, settlement, and manual removal to satisfy the above requirements.

SC-10.4 Burning

No burning of waste shall be allowed.

SC-10.5: Dust Control

The Contractor shall at all times control the generation of dust by his operations. Control of dust shall be accomplished by water sprinkling or by other methods approved by the Owner.

SC-10.6 Noise Control

The Contractor shall take every action possible to minimize the noise caused by his operation. Contractor is to be aware that the site of the Work is adjacent to an outdoor concert venue. Contractor may be required to coordinate or suspend activities on the site during the performance of such concerts. When required by agencies having jurisdiction, noise-producing work shall be performed in less sensitive hours of the day or week as directed.

The Contractor shall provide equipment that operates with the least possible noise. The use of excessively noisy equipment is prohibited. Hoists and compressor plants shall be electrically operated unless otherwise permitted. The air intake of compressors shall be equipped with silencers, and machinery operated by gearing shall be designed to reduce noise to a minimum. Internal combustion engines shall be equipped with mufflers in good order.

Noise generated by mobile construction equipment, stationary construction equipment, and other equipment involved in the construction of the work shall not exceed the decibel levels indicated below. Noise generated by mobile and stationary construction equipment will be measured three to 6 feet from building lines, and on the A weighing network of Type-2 general purpose sound level meter set at fast response.

	Combined Residential and Commercial
Allowable Sound Levels of Mobile Construction Equipment: - From 7 a.m. to 10 p.m., Monday thru Saturday, Except Legal Holidays - At times other than those listed above	85 dBA 70 dBA
Allowable Sound Levels of Stationary Construction Equipment: - From 7 a.m. to 10 p.m., Monday thru Saturday, Except Legal Holidays - At times other than those noted above	70 dBA 60 dBA

Contractor shall assure compliance by measuring noise levels as may be required. Contractor shall be responsible for providing sound-measuring devices and ensuring proper maintenance and calibration of such devices.

SC-10.7 Use of Chemicals

All Chemicals used during construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either EPA or FDA. Use of all such chemicals and disposal of residues shall be in conformance with instructions.

SC-10.8 Responsibility for Spills and Accidental Discharges

In the event that the operations of the Contractor, or their sub-Contractors or vendors at any level, causes or results in a spill or accidental discharge for which the Owner is fined by the State of Georgia EPD, the Contractor agrees to remediate the spill or discharge immediately in accordance with current EPD regulations and to pay any fines assessed, and pay f's 's cost associated with efforts to remediate the situation. In the event that the Contractor's operations, or the operations of any sub-contractor at any level, results in or causes a spill or accidental discharge that does not result in a fine, Contractor shall be solely responsible for any and all costs associated with remedial measures necessary to clean the spill to applicable standards in a legal and timely manner.

SC-10.9 Right to Operate

As soon as any portion of structures and equipment are ready for use, the Owner shall have the right to operate such portion upon written notice to the Contractor by the Owner provided that such operation does not adversely impact the Contractor's ability to complete the Work. The Owner shall also issue a certificate of completion for that portion of the Work. Guaranty period on that portion of the Work will begin upon issuance of certificate of completion for that portion.

Testing of equipment and appurtenances and training of Owner's personnel as specified hereinunder shall not constitute operation for the purpose of this section.

The execution of the bonds shall constitute the consent of the surety. The Contractor shall provide an endorsement to his insurance permitting occupancy of the structures and use of equipment during the remaining period of construction.

SC-11 LIST OF MATERIALS, FIXTURES AND EQUIPMENT

- A. Within thirty (30) days after issuance of the Notice to Proceed, before any materials, fixtures or equipment are purchased, and prior to start of construction, the Contractor shall submit for approval by the Owner the names and addresses of the manufacturers, and their catalog numbers and trade names for all materials, equipment and fixtures to be supplied under the Agreement Documents.

The Contractor shall furnish other detailed information when so directed, under the various items. No consideration will be given to partial lists submitted from time to time except that approval of long delivery items of equipment may be requested individually. Items which are not in accordance with the Specification requirements may be rejected. The Contractor shall furnish a statement giving a complete description of all points wherein the equipment he proposes to furnish does not comply with the Specifications as well as any exceptions he may take to the Specifications. Failure to furnish such statements will be interpreted to mean that the equipment meets all requirements of the Specifications.

- B. In the event the Contractor wishes to resubmit items of materials, fixtures and equipment for review subsequent to obtaining approval as indicated in "A" above, then the Contractor shall pay the cost of the Owner's review of each such resubmittal including shop drawing review if this review has been performed.³

SC-12 PROJECT MEETINGS

The Owner shall schedule weekly progress meetings. The progress meetings will be held at least weekly and may be scheduled at a more frequent interval by the Owner if necessary. Progress meetings shall be held at a location designated by the Owner.

Progress meetings shall be attended by the Owner Contractor, Sub-contractors and suppliers as appropriate to the agenda, and others as required.

The meeting agenda shall generally include review and approval of minutes of previous meeting, review of work progress since previous meeting, field observations, problems, and conflicts, problems which impede the Construction Schedule, review of off-site fabrication and delivery schedules, corrective measures and procedures to regain project schedule, revisions to Construction Schedule, progress and schedule of the preceding work period, coordination of schedules, review of submittal schedules and status, status of requests for information, maintenance of quality standards, pending changes and substitutions, and other business.

SC-13 Construction Schedule

Timely performance is of the essence on this Project. The Contractor may complete the Project or any part of the Project earlier than is stipulated in the Agreement and the milestone requirements. The Contractor may schedule Contractor's work to complete the Project earlier than required by the Agreement or stipulated in the approved schedule, however, under no circumstances shall the Contractor be entitled to added compensation for delays, which occur during the originally stipulated contract period.

The Owner has purchased the entire scheduled time period by virtue of this Agreement and further stipulates that only those delays which meet the tests set forth in the General Conditions of the Agreement Documents will be considered for adjustment and only to the extent that they delay the Work past the originally contractually stipulated milestones.

SC-13.1 Procedures

Special Conditions
.Historic Fourth Ward Skatepark Expa

- A. The Work under this Agreement shall be planned, scheduled, executed, reported and accomplished using the Precedence Diagramming Critical Path Method (hereinafter referred to as CPM). The work required by this section includes the requirement to prepare, maintain, and update all detailed schedules as described in this section. The CPM Schedules shall be prepared in such a manner as to permit the orderly planning, organization, and execution of the Work and be sufficiently detailed to accurately depict all the Work required by the Contract. Contractor shall resource (labor, material and equipment) and cost load its Schedule as specified herein.
- B. Contractor hereby agrees that in the process of preparing its baseline schedule and monthly updates, it will consult with all key Sub-contractors and suppliers to assure its feasibility with regard to start dates, sequencing, durations, and completion dates. A copy of the computer input files, in PRX or XER format shall be submitted on diskette with each submittal.
- C. Contractor is responsible for determining the sequence of activities, the time estimates for the detailed construction activities and the means, methods, techniques and procedures to be employed. Contractor shall ensure that the schedule is current and accurate and is properly monitored, updated and revised as Project conditions may require and as required by the Agreement Documents.
- D. Contractor's construction schedule shall be prepared using the latest version of Primavera Project Planner for Windows. Any and all costs incurred by the CONTRACTOR in preparing and maintaining the schedule shall be part of the Contractor's bid price and not reimbursed separately by the Owner.
- E. Contract shall submit to the Owner an accepted final CPM Construction Schedule and Final Schedule of Values including Allowance Items, allocated to the CPM Schedule activities within 30 days of the Notice to Proceed. Requirements for the final CPM Construction and Final Schedule of Values are further described hereinafter. Contractor's Application for Payment will not be approved until the final CPM Schedule and Schedule of Values have been accepted. The Baseline Schedule submittal shall not show any progress until it is accepted by Owner.

SC-13.2 Standards

- A. CPM Construction Schedule: The Contractor's CPM Construction Schedule shall include a graphic time scaled logic network, computerized tabular reports, and resource loading as described below. To be acceptable, the schedule must demonstrate the following:
 - 1. A logical succession of Work from start to finish. This logical succession, when accepted, is the Contractor's work plan and is designated as early start/early finish solely to accommodate the Primavera software.
 - 2. Clear definition of each activity including cost, manpower, equipment and material quantities as resources. The assigned dollar value (cost loading) of each activity shall cumulatively equal the contract price.

3. Proper interfacing of related activities including submittals, major material and equipment deliveries, procurement, required permits and other constraints such as equipment or manpower/crew availability. Submittal dates must include review periods and permit schedules must include agency review and issue dates. The narrative shall explain the rationale for all constraints, lags and unusual relationships.
4. Agreement with the interim milestones, schedule coordination requirements, and completion dates indicated in the Agreement Documents.

B. CPM Graphic Logic Network

1. The CPM graphic logic network or diagram shall be in the form of a time-scaled diagram of the customary precedence diagram and may be divided into a number of separate pages with suitable notation relating the interface points among the pages. Individual pages shall not exceed 24-inch by 36-inch. Notation on each activity line shall include activity descriptions, total float, and durations as a minimum.
2. All construction activities and procurement shall be indicated in a time-scaled format, and a calendar shall be shown on all sheets along the entire sheet length. Each activity shall be plotted so the beginning and completion dates of said activity can be determined graphically by comparison with the calendar scale. A legend shall be included clearly distinguishing between critical and non-critical path activities and progress to date. Significant Work Components, such as excavation, which would exceed these limitations, should be separated into phases of said activities which can be delineated in the field and thereby estimated for percent completion and measurement toward payment requests.

C. Duration: The duration indicated for each activity shall be in units of whole working days and shall consider the scope of the Work and resources planned for the activity including time for holidays and inclement weather. The calendar for the network shall be in calendar days. Except for certain non-labor activities, such as submittal preparation and review, curing concrete, delivering and fabrication of materials, or other activities described specifically in the Agreement, activity durations shall not exceed 14 Days, be less than one Day, nor exceed \$50,000 in value unless otherwise accepted by the Owner.

D. For all equipment and materials to be fabricated or supplied for the Project, the Agreement Baseline Schedule shall show a sequence of activities including: (a) preparation of shop drawings and sample submissions; (b) thirty (30) calendar days for review of shop drawings and samples (c) shop fabrication, delivery and storage, (d) erection or installation; and, (e) testing of equipment and materials

E. The Interim and Baseline Schedules shall show dependencies (or relationships) between each activity. Each activity must have a successor and predecessor, except for the Project Start and Finish Milestone. The use of date constraints shall be limited to Agreement milestones and Agreement completion dates only, unless approved by the Owner.

- F. Agreement Baseline Schedule shall contain or be able to demonstrate that the following items have been addressed: (a) the Project's name; (b) the Contractor's name; (c) revision or edition number; (d) activities of completed work, (e) activities relating to different areas of responsibility, such as subcontracted Work which is distinctly separated from that being done by the Contractor directly; (f) labor resources distinguished by craft or crew requirements; (g) equipment and material resources distinguished by equipment and material requirements; (h) distinct and identifiable subdivisions of work such as structural slabs, beams, columns; (i) locations of work within the contract limit lines that necessitates different times or crews to perform; (j) outage schedules for existing utility services that will be interrupted during the performance of the Work; (k) acquisition and installation of equipment and materials supplied and/or installed by the Owner or Owner or its separate Contractors; (l) material to be stored on site; (m) Phases; and (n) Interim milestones and the Agreement Completion dates.
- G. Computerized Tabular Reports: Reports shall include the following for each activity depicted in the schedule.
1. Activity ID
 2. Activity Description
 3. Duration (original and remaining)
 4. Early Start Date
 5. Early Finish Date
 6. Total Float
 7. Percent Complete
 8. Activity Cost and Resources
 9. Actual Start Date
 10. Actual Finish Date
- H. Project Information: Each report shall be prefaced with the following summary data.
1. Project Name
 2. Contractor
 3. Type of Tabulation (Initial or Updated)
 4. Project Duration
 5. Project Scheduled Completion Date
 6. Projected Completion Date

SC-13.3 Acceptance

- A. The finalized CPM Construction Schedule will be acceptable to the Owner when it provides an orderly progression of the Work from Notice to Proceed to Final Completion in accordance with the Agreement requirements, adequately defines the Contractor's Work plan, provides a workable arrangement for processing submittals in accordance with the requirements, and properly allocates resource values for manpower, major materials, equipment and costs to each activity (free of unbalances in resources) as determined by the Owner. Manpower may be represented as composite crews in the CPM Construction Schedule. The network diagram and tabular reports when accepted by the Owner shall constitute the CPM Construction Schedule until revised and re-accepted.
- B. When the CPM Construction Schedule has been accepted, the Contractor shall submit to the Owner:
 - 1. Three copies of the CPM graphic logic network,
 - 2. Three copies of a computerized, tabular report in which activities have been sequenced by early starting date,
 - 3. two (2) copies of the schedule on CD,
 - 4. three copies of the narrative.
- C. The Owner's review and acceptance of the Contractor's CPM Construction Schedule is for conformance to the requirements of the Agreement Documents only. Review and acceptance by the Owner of the Contractor's CPM Construction Schedule does not relieve the Contractor of any of its responsibility whatsoever for the accuracy or feasibility of the CPM Construction Schedule, or of the Contractor's ability to meet interim milestone dates and the Agreement completion date, nor does such review and acceptance expressly or impliedly warrant, acknowledge, or admit the reasonableness of the logic, durations, and resource value loading of the Contractor's CPM Construction Schedule.
- D. The Contractor shall participate in a conference with the Owner to review the Owner comments on the schedule and associated documents. The intent is to reach a clearer understanding of the CPM and reach consensus on any revisions to be made. Any revisions necessary as a result of this review shall be resubmitted to the Owner within 10 calendar days after the conference. The accepted schedule shall then be used by the Contractor for planning, organizing and directing the work and for reporting progress.

SC-13.4 Qualifications

The Contractor shall demonstrate competence in the use of CPM scheduling through the submission of a fully compliant CPM Construction Schedule with the initial CPM submission. In the event the Contractor fails to so demonstrate competence in the CPM scheduling, the Owner may direct the Contractor to employ the services of a scheduling firm that can demonstrate competence to assist it. The Contractor shall comply with such directive.

SC-13.5 Submittal Requirements

- A. Initial submittal, revisions and monthly updates of the network diagram, mathematical analysis, and written narrative shall be submitted in three hard copies and two data copies on CD. Submittals will not be accepted unless they are complete as described herein.
- B. The Contractor shall submit the following:
 - 1. A CPM timescaled logic network, computer generated using Primavera Project Planner software (P3 for Windows).
 - 2. Computerized Tabular Reports.
 - a. Activity sort by early start, organized by facility or area.
 - b. Predecessor/successor listing.
 - c. Activity code dictionary.
 - d. Resource code dictionary.
 - 3. Basis of schedule narrative describing the logic and reasoning of the schedule. The narrative shall summarize the overall approach to construction sequencing, including but not limited to 1) anticipated lost days due to weather. 2) the rationale for all constraints, lags and unusual relationships. 3) the definition of labor and crews. 4) a list and durations for all major pieces of equipment and resources, and 5) work proposed to be performed on a other than single shift 5 day workweek basis
 - 4. Resource value allocation by activity.
 - 5. Breakdown of specific cost amount for each component of multi-component activities in the CPM Schedule in spreadsheet format (using Microsoft Excel) showing component unit quantities as well as costs. Such breakdown, when accepted by the Owner shall constitute the Schedule of Values for the Project.
 - 6. CD copy of entire schedule, narrative and spreadsheet.

Sc-13.6 Schedule Orientation Session

- A. Contractor shall, upon notification from the Owner attend a Schedule Orientation Session relating to the Schedules and Reports requirements for this Agreement. The Schedule Orientation Session is designed to review in detail, the objectives of the Schedules and Reports requirements and the requirements. Contractor shall arrange for its Project Manager, Superintendent, and Scheduler to attend the Schedule Orientation Session.

- B. The following items shall be discussed during the Schedule Orientation Session: (a) The procedures and requirements for the preparation of the Agreement Baseline Schedule, and monthly updates by Contractor, (b) how the requirements of the Agreement Documents will be monitored and enforced by the Owner (c) long-lead items and time requirements for the Work by Sub-contractors will be identified and included in the Agreement Baseline Schedule, (d) testing and startup, (e) coding and logic for the Agreement Baseline Schedule, and (f) identification and scheduling of shop drawings and other submittals.

SC-13.7 Schedule of Values

A. Submittals

1. Upon Selection of a Bidder and prior to Award of a contract, the Selected Bidder shall submit a Schedule of Values including the line item value and the quantity used in the development of the Bidder's LUMP SUM Bid for the Work as a whole. Such quantities shall be used in the estimation of percentage of completion of each line item as necessary to justify payment requests. No Agreement shall be initiated without an acceptable Schedule of Values.
2. This is a LUMP SUM Agreement – no unit price accounts are herein authorized. All Line Items in the Schedule of Values shall include appropriate quantities for the sole purpose of estimating Percent Completion. However, such quantities shall not be binding on the Owner nor shall the quantities become incorporated into the Agreement for purposes of limiting the Contractor's efforts in achieving the Final Product as delineated on the Plans. Acceptance of the Bidder's Schedule of Values by the Owner shall not be construed in any manner as to represent the agreement of the Owner to the actual quantity of the work to be provided under the Line Item to the quantity listed.
3. The Bidder's Schedule of Values shall be of a sufficient detail as needed to support their payment requests and shall be acceptable to the Owner. An example Schedule of Values is attached to these Special Conditions as an exhibit which represents the minimum level of detail acceptable to the Owner. However, a greater level of detail will provide the Contractor greater ability in documenting percentage of completion levels for Progress Payment Requests. An unbalanced Schedule of Values in either quantity or cost shall be sufficient reason for the Owner to reject the Schedule of Values.
4. Contractor shall allocate a dollar value for each activity on the Agreement Baseline Schedule. The dollar value for the activity shall be the cost of the Work including labor, materials and equipment. Allowances shall be loaded on activities specifically included for this purpose. The sum of all activity costs shall equal the **Lump Sum** Agreement Price. Contractor shall revise the resource and value loading as necessary to gain the acceptance of the Owner.
5. The Final Schedule of Values shall incorporate all comments associated with the Contractor's Schedule/Schedule of Values submittals.

6. Submit documentation to support the values with data, which will substantiate their correctness, as requested by the Owner.
7. The Schedule of Values, when accepted by the Owner shall be used as the only basis for the Contractor's Applications for Payment. The total price paid for mobilization shall be as approved by the Owner but in no case shall it exceed two percent (2%) of the total bid amount and shall be substantiated with invoices and other backup documentation. Any unused mobilization allowance must be applied to the contingency Line Item.
8. The Schedule of Values shall be derived from the assigned Progress Schedule Activity Values and identified by Activity ID.

B. Form and Content of Schedule of Values

1. Identify the Schedule of Values submittal with:
 - a. Title of Agreement and location.
 - b. Agreement Number.
 - c. Name and address of Contractor.
 - d. Date of submission.
2. The Contractor's Schedule of Values shall list the installed value of the component parts of the Work in sufficient detail to serve as the basis for computing values for progress payments during construction.
3. Identify accounts with the location code and area code as defined in the Primavera Schedule format and list the number and title of the respective major Section of the Specifications.

C. Lump Sum Accounts (LS):

1. The Lump Sum Items established in the Contractor's Bid shall be further divided into pay and progress items by the Contractor and submitted to the Owner for approval, and as specified in Paragraph B.1 above. Payment for Lump Sum (LS) Accounts will be based upon physical progress (percentage of completion) for each related activity in the Progress Schedule.
2. The dollar value allocated to Lump Sum Accounts shall be representative of the Contractor's actual costs for performing the work including overhead and profit, and shall be balanced to ensure that sufficient funds are allocated for each portion of the work and shall be subject to acceptance by the Owner.
3. In the event account values can not be agreed to between the Owner and the Contractor, the Owner shall have the exclusive right to determine the account dollar amounts contained in the Schedule of Values.

4. Mobilization costs shall be specifically identified in the Schedule of Values. All mobilization sub-accounts contained in the Schedule of Values must have a corresponding CPM Schedule activity. Payments for mobilization sub-accounts will be based upon lump sum values as accepted by the Owner.
- D. Unit Price Accounts (UP): This is a LUMP SUM Agreement – no unit price accounts are herein authorized. All Line Items in the Schedule of Values shall include appropriate quantities for the sole purpose of estimating Percentage of Completion. However, such quantities shall not be binding on the Owner nor shall the quantities become incorporated into the Agreement for purposes of limiting the Contractor’s efforts in achieving the Final Product as delineated on the Plans. Acceptance of the Bidder’s Schedule of Values by the Owner shall not be construed in any manner as to represent the agreement of the Owner to the actual quantity of the work to be provided under the Line Item to the quantity listed.
- E. Allowance Accounts (AL): Payment for Allowance Accounts will be based upon invoices submitted by the Contractor subject to conditions and limitations of the Agreement Documents. The Allowance shall be adjusted to the actual amount paid for such services, and adjusted by Change Order either at the end of that phase of the Work or at the completion of the Work. The Owner will have sole discretion on determining when to make adjustments to the Allowance. Work performed under an Allowance Account shall require the pre-approval of the Owner. Any such Work performed under an Allowance Account prior to written authorization of the Owner shall be considered as integral to other parts of the Work and shall not be considered for payment.
- F. Cost of materials shall be assigned to the appropriate item of work, and allocated to a materials sub-account. All material items contained in the Schedule of Values must have a corresponding CPM Schedule activity, for various portions of the Work:
 - a. Each account except Allowance Accounts shall include a directly proportional amount of the Contractor's overhead and profit.
 - b. For accounts on which progress payments will be requested for materials suitably stored on site, break down the value into:
 - i. The cost of each material delivered and unloaded.
 - ii. Paid invoices will be required for “materials-stored” Payment requests.
- G. The Contractor shall include in Contractor’s Schedule of Values items for site maintenance, and compliance with the terms of permit stipulations, as appropriate. These items will be monitored on a monthly basis. Non-compliance will result in monies being deducted from the appropriate items.
- H. A new account will be added to the Schedule of Values for approved Change Order work. Payment for Time and Expense Change Order work (CO) shall be based upon the General and Special Conditions of these Specifications.
- I. The sum of all Account Values listed in the Schedule of Values shall equal the total Agreement Price, excluding Allowance Items.

13.7.1 Sub-Accounts

- A. Include a breakdown of major accounts into sub-accounts on which progress payments will be requested. The sub-account breakdown shall include elements for pay items/progress items as appropriate, and show the weight of each sub-account; e.g., fabrication, installation, etc., with the total weight of the sub-accounts equal to 100 percent of the major account.
- B. The form of the submittal shall be consistent with the Schedule of Values, with each account identified the same as the line item in the Schedule of Values.
- C. The Contractor's Schedule of Values shall list the delivered value of the products, manuals and services provided under the various Specification Sections. The lists shall be sufficiently detailed to serve as a basis for computing values for progress payments during the construction period.
- D. The unit quantity for bulk materials shall include an allowance for waste.
- E. The unit values for the materials shall be broken down into:
 - 1. Cost of the material delivered and unloaded at the site.
 - 2. Copies of paid invoices for component material shall be included with the payment request in which the material first appears.
- F. The installed unit value multiplied by the quantity listed shall equal the cost of that account in the Schedule of Values.
- G. Quantities and unit values identified in the Component Materials sub-accounts shall be used for determining progress payments only, and are not considered to be unit price pay items.

SC-13.8 Monthly Application for Payment

- A. Monthly Application for Payment: Contractor shall provide monthly Schedule Update, monthly Payment Report and monthly Narrative Report as Contractor's monthly Application for Payment package.
- B. Monthly Schedule Update: The Contractor shall submit, at intervals of 30 calendar days, an update of all activities in the as-planned CPM schedule. Update shall be created by updating the mathematical analysis and the corresponding computerized network diagram of the Schedule.
 - 1. The schedule shall be updated by entering the following: Actual start and completion dates of completed activities and the actual start date and remaining duration of activities in progress.
 - 2. The updated network diagram shall be submitted in the same format as noted above, with the calendar starting from the date of the update.
 - 3. The updated mathematical analysis shall be submitted in the same format noted above.

4. The schedule update shall include an update of the cash flow projections in the same format as the original approved submittal.
 5. The schedule update will state the percentage of the work actually completed and scheduled as of the report date.
- C. The Monthly Payment Report shall show the activities or portions of activities completed during the reporting period, their total monetary values and the monetary values earned as a basis for the Contractor's Application for Payment. A mutually agreed upon percentage of completion will be assigned to each completed and partially completed activity to be used for calculating the monetary value earned to date. For activities underway, the percentage completion shall not be related to the remaining duration.
- D. A monthly narrative report shall be submitted including, but not limited to the following:
1. Description of work accomplished.
 2. Summary of safety and quality issues occurring during the month and corrective actions taken.
 3. Contractor evaluation of actual progress versus progress planned.
 4. If the project is behind schedule, progress along all paths with negative float shall be reported along with the reasons for the delay.
 5. A description of all revisions made to the schedule including: all accepted added, deleted, and revised activities; all logic revisions; and all duration revisions.
 6. A description of the problem areas, current and anticipated delaying factors and their impact, and an explanation of corrective actions taken or proposed.
- E. If the Contractor fails to submit any of the required components of the Application for Payment, the Owner will withhold approval of the Application for Payment until such time as the Contractor submits the required components.

Sc-13.9 Progress Meetings And Look-Ahead Schedules

- A. For the weekly progress meetings, the Contractor shall submit a Look-Ahead Schedule. This schedule will cover the forthcoming two weeks (In the event that the weekly Project Meeting is early in the week, the current week may be one of the two weeks). This schedule will include all activities which are complete, started, are incomplete or underway, or scheduled to be worked during this four week time frame.
- B. Each activity noted above shall be identified by activity number corresponding to the accepted CPM Construction Schedule and detailed description of the activity.
- C. The Look-Ahead Schedule shall be delivered to the Owner twenty-four (24) hours prior to the weekly progress meeting.

- D. The Look-Ahead Schedule shall be in a format approved by the Owner.
- E. Tabular reports for manpower and equipment resources shall be provided for and with each Look-Ahead Schedule.

SC-13.10 CPM Construction Schedule Revisions

- A. The Owner may direct and, if so directed, the Contractor shall propose, revisions to the CPM Construction Schedule upon occurrence of any of the following instances:
 - 1. The actual physical progress of the Work falls more than five percent (5%) behind the accepted CPM Construction Schedule.
 - 2. The Owner considers milestone or completion dates to be in jeopardy because of “activities behind schedule”.
 - 3. A Change Order has been issued that changes, adds, or deletes scheduled activities or affects the time for completion of scheduled activities.
- B. When the instances requiring revision to the CPM Construction Schedule occur, the Contractor shall submit the proposed revised CPM Construction Schedule within ten (10) working days after receiving direction from the Owner to provide such Schedule. No additional payment will be made to the Contractor for preparation and submittal of proposed revised CPM Construction Schedules.
- C. Revisions to the CPM Construction Schedule shall comply with all of the same requirements applicable to the original schedule.

SC-13.11 Schedule Recovery

- A. If a revised CPM Construction Schedule accepted by the Owner requires the Contractor to employ additional manpower, equipment, hours of work or work shifts, or to accelerate procurement of materials or equipment, or any combination thereof, as schedule recovery measures to meet Agreement milestones, the Contractor shall implement such schedule recovery measures without additional charge to the Owner.
- B. Furthermore, if efforts to recover are not deemed effective as determined by the Owner or if prior to submittal of the recovery schedule, the Owner determines that critical milestones are in jeopardy, the Owner may direct the Contractor to implement the above or any other recovery efforts at no additional costs to the Owner.

SC-13.12 Time Impact Analysis Requirement

When delays are experienced by the Contractor and a time extension is requested, the Contractor shall submit to the Owner a written Time Impact Analysis illustrating the influence of all changes or all delays on the current Project completion date. The critical path will be established and all Owner/Owner -caused delays on the critical path will be identified. The time extension will be based solely upon the cumulative duration of the Owner, and third party caused delays that are on the critical path and were not under the control of the Contractor or the Contractor's Vendors or Sub-Contractors at any tier. Any time extensions to the project's interim milestone dates, if any, shall be non-compensable time extensions only.

SC-14 Cooperation With Other Contractors And Forces

During progress of Work under this Agreement, it may be necessary for other Contractors and persons employed by the Owner to work in or about the Project. The Owner reserves the right to put such other Contractors to work and to afford such access to the Site of the Work to be performed hereunder at such times as the Owner deems proper. The Contractor shall not impede or interfere with the work for such other Contractors engaged in or about the Site of the Work and shall so arrange and conduct Contractor's work that such other Contractors may complete their work at the earliest date possible.

When the Contractor and any Contractor or sub-contractor performing Work under or pursuant to another Owner Agreement are employed on related or adjacent work, or are using the same materials source, storage area, or disposal area, the Contractor shall be responsible to the other for any injury, damage, or loss caused the other by Contractor's operations, by Contractor's unnecessary delay or hindrance of the other's work, or by Contractor's failure to complete the services or any portion thereof within the time specified for its completion. The Contractor shall indemnify and save harmless the Owner and all officers and employees of the Owner connected with the Work from all claims, suits, or actions of any nature brought on account of any injury, damage, or loss.

Contractor's responsibilities under the preceding paragraph shall be not greater as to any injury, damage, or loss than those imposed on the Contractor or sub-contractor under the comparable provision of this Agreement or subcontract.

The Owner will decide any disputed questions regarding the performance of the Work, access and cleaning up of the site, and priority in all relations between the Contractor and other Contractors in utility companies, and maintenance crews.

The Contractor shall cooperate with all other Contractors requiring access to the Site of the Work for the purpose of maintenance of security, temporary facilities, cleaning of the site, and like matters requiring common effort.

SC-15 Extended Shift, Weekend And Holiday Work

The Owner observes the following holidays:

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New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and following Friday, and Christmas Day.

Should the Contractor deem it necessary to work on Saturdays, Sundays, holidays or longer than eight hours (8) per shift in order to comply with his construction schedule, or because of any emergency, the Contractor shall request permission of the Owner to do so at least seven (7) calendar days in advance. Due to the fact that this Project is located in a residential neighborhood, it is highly unlikely that the Owner will consent to Work which goes late into the evening. Should approval be granted, Contractor may not start any work before 9AM on weekends.

SC-16 Project Closeout

SC-16.1 Restoration of Miscellaneous Surface Facilities

Construction operations on the Work may disturb or otherwise damage the surface contours and vegetation of natural and landscaped areas. Restoration of these areas shall be part of the Agreement. Restoration of pavements, trees, and ground vegetation is specified in the Technical Specifications.

SC-16.2 Pavement Restoration

Contractor shall secure permits from the appropriate jurisdictional Agency for all pavement restoration prepared in accordance with the requirements of the Agreement Documents and the jurisdictional Agency and submit them to the Owner. Such pavement restoration shall include the replacement in-kind of adjacent sidewalks and curbing when impacted by the Work. Patching or replacement of existing street pavements to accommodate the Work shall be conducted in accordance with the Plans and Standard the City of Atlanta Details.

SC-17 Equipment Service

The Contractor shall furnish the services of a competent factory representative of the manufacturer of the equipment to be installed, for the purpose of supervising and/or inspecting the installation, placing the equipment in service, and calibrating and adjusting each item of equipment. Qualification of the representative shall be appropriate to the type of equipment furnished and subject to the approval of the Owner. Where equipment furnished has significant process complexity, Owner personnel knowledgeable in the process involved and the function of the equipment shall be furnished. These services shall be furnished in accordance with the requirements of the Technical Specifications.

When approved by the Owner periods of service on more than one item of equipment furnished by the same manufacturer may run concurrently. Each of these manufacturers shall furnish supervisory and/or inspection services for all equipment, which he furnishes.

During the initial operation period, a functional test shall be performed on each piece of equipment. The test shall consist of operation of the equipment on a normal duty cycle for a sufficient period of time to determine satisfactory operation (twenty-four [24] hours minimum). To the maximum extent practical, the full capabilities of all equipment shall be exercised, including remote operation, instrumented control schemes, alternate modes of operation, and emergency operation.

SC-18 CONCRETE POUR CARD

An approved concrete pour card must be obtained by the Contractor prior to the placement of concrete. The card shall be as provided to the Contractor by the Owner. The pour card shall be completed by the Contractor and approved by the Owner before concrete is placed.

SC-19 PARTNERING STATEMENT

The Owner intend to encourage the foundation of a cohesive partnership with the Contractor and its sub-contractors. This partnership will be structured to draw on the strengths of each organization to identify and achieve reciprocal goals. The objectives are effective and efficient Agreement performance, intended to achieve completion within budget, on schedule, and in accordance with plans and specifications.

An integral aspect of partnering is the resolution of disputes in a timely, professional, and non-adversarial manner. Alternative dispute resolution methods will be encouraged to promote and maintain amicable working relationships at all levels of the project and to strengthen the partnership.

SC-20 COLOR COORDINATION

Colors of materials are identified in the Plans and Technical Specifications. Where the color is not specifically identified, Contractor shall coordinate with the Owner to ensure that all improvements create a proper color scheme.

SC-21 TIE-INS OR MODIFICATIONS TO EXISTING SYSTEMS

Anytime the Contractor ties into or modifies an existing system, a detailed work plan shall be required. Submittal of this work plan must be a minimum of fourteen (14) days in advance of commencement of the subject work. This work plan shall include a detailed description of the work, a step-by-step plan of the modification or tie-in, a schedule, a detailed list of materials and equipment required, demonstrated communications capa the City, and a listing of any gates or valves, which must be operated. Working drawings shall be submitted as required under the General Conditions for any permanent or temporary structural modifications. A temporary safety plan covering the period of the Work, and a listing of contingency plans and supplies, including but not limited to spill prevention planning and spill containment kits, shall be required. A coordination meeting with the Owner, The City's plant operating staff, the Contractor, the Owner and the Designer must be held at least seven (7) days prior to the commencement of the modification or tie-in. The day before the commencement of the modification or tie-in, a final coordination shall be held giving final detailed work assignments to all parties involved.

The Owner has the right to require, at no additional cost to the Owner, stand-by equipment on any item(s) deemed critical enough to delay the work. The Contractor shall have available stand-by personnel to supplement the committed forces should problems arise. The Contractor is responsible for meeting all OSHA standards including entrance and exit safety, confined space entry, fall protection, scaffolding, rigging, etc. Qualifications for the staff proposed to perform the work shall be included in the written Work Plan for tie-in efforts to assure the safety and proper performance of the Work.

Contractor shall field verify the condition, geometry, and alignment of the existing utility to which the tie-in is to apply prior to the tie-in to ensure a clean and appropriate connection. Should the existing utility be sufficiently different from that indicated on the plans that a modification of the tie-in is necessary to achieve a reliable and safe connection; Contractor shall coordinate such modifications through the Owner and the Utility Owner. Such modification of the connection details shall not in itself be sufficient reason for an adjustment in the Agreement Price to perform the connection.

SC-22 NOTICES OF COMMENCEMENT

- A. The Contractor shall file all "Notice of Commencement" required for this Project in accordance with O.C.G.A. § 36-91-92et. seq., as applicable, setting forth:
1. The name, address, and telephone number of the person providing the labor, material, machinery, or equipment;
 2. The name and address of each person at whose instance the labor, material, machinery, or equipment is being furnished;
 3. The name and location of the public work; and
 4. A description of the labor, material, machinery, or equipment being provided and, if known, the Agreement Price or anticipated value of the labor, material, machinery, or equipment to be provided or the amount claimed to be due, if any.

The Contractor shall respond to all requests for copies of a Notice of Commencement. Should the Owner or Owner receive such a request, this request will be forwarded to the Contractor for further handling. The name and address of the Owner shall be as stated in the Notice to Proceed for the Work.

- B. The name and description of the Project shall be as stated in the Invitation to Bid.
- C. Contractor shall coordinate with Owner Community Engagement Staff prior to the commencement of construction in order to provide Notice of Construction to all residents within 4 blocks of the project site. For this contract, the four block radius shall be limited to properties north of the existing CSX corridor. Notification costs shall be born by the Contractor.

SC-23 VALUE ENGINEERING CHANGE PROPOSALS

- A. Value Engineering Change Proposals

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The Contractor may submit Value Engineer Change Proposals (VECP) for changes that the

1. Contractor believes will result in instant Contract savings. VECPs will only be considered if the proposed change:
 - a. will result in a net reduction in the Agreement Price;
 - b. will not impair any essential form, fit, function or characteristic of the Work, such as but not limited to, safety, service life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard features; and
 - c. will not require an extension of the Agreement Time.
2. A VECP shall not increase the risk to cost or schedule of completion.
3. A VECP, if accepted, will be accepted and implemented by Change Order in accordance with this Article.

B. Definitions

1. "Collateral Costs", as used herein, means Owner-incurred costs of operation, maintenance, logistics support, or Owner-furnished property.
2. "Collateral Savings", as used herein, means those measurable net reductions resulting from a VECP in the Owner's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.
3. "Contractor's Development Costs", as used herein, mean those costs the Contractor incurs on a VECP specifically in developing, testing, preparing and submitting the VECP. Contractor's development costs will not be recoverable. If the VECP is adopted, the Contractor's share of the savings as hereinafter defined shall be considered full compensation to the Contractor for the VECP.
4. "Implementation Costs", as used herein, means those costs the Contractor incurs to make the contractual changes required by the Owner's acceptance of a VECP. Such costs will be subject to Owner audit.
5. "Owner Costs", as used herein, means those costs the Owner incurs that result directly from developing and implementing the VECP, such as but not limited to, any net increases in the cost of Engineering, testing, operations, maintenance and logistic support. The term also includes the administrative costs of review and processing the VECP.
6. "Instant Agreement Savings", as used herein, means the reduction in Contractor cost of performance (which includes overhead and profit attributable to the reduced or eliminated work), resulting from acceptance of the VECP, minus implementation costs and Owner costs.

C. VECP Preparation

1. As a minimum, the Contractor shall include in each VECP the information described below:
 - a. A description of the difference between the existing Agreement requirement and that proposed, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, and the effect of the change on the end item's performance;
 - b. A list and analysis of the Agreement requirements that must be changed if the VECP is accepted, including a recommendation as to how the revisions must be made;
 - c. A separate, detailed cost estimate for (i) the affected portions of the existing Agreement requirement and (ii) the VECP. The cost estimate shall include, without limitation, both capital cost savings, and life cycle cost savings. The cost reduction associated with the VECP shall take into account the Contractor's implementation costs;
 - c. A description and estimate of costs the Owner may incur in implementing the VECP, such as test and evaluation and operating and support costs;
 - e. A prediction of any effects the proposed change would have on collateral costs to the Owner.
 - f. A statement of the time by which a Change Order accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the Agreement Time, achievement of any milestones, or delivery schedule;
 - g. Identification of any previous submissions of the VECP, including the dates submitted, and previous actions, (including those of the City) if known;
 - h. All specifications, instructions, plans and drawings detailing the implementation of the VECP. All drawings and specifications must be prepared by and sealed by a professional Owner registered in the State of Georgia;
 - i. A revised Schedule of Values;
 - j. A revised schedule for the affected portion(s) of the Work; and
 - k. Any other information required in the judgment of the Owner to review and/or implement the VECP. Such information shall be provided by the Contractor as soon as practicable after the City's request thereof.

D. Processing Procedures

1. Two (2) copies of each VECP shall be submitted to the Owner. VECPs will be processed expeditiously, however, the Owner will not be liable for any delay in acting upon or for failure to act upon, any VECP submitted pursuant to this Article. The Contractor may withdraw, in whole or in part, a VECP not accepted by the Owner within the period specified in the VECP.
2. The Owner will be the sole judge of the acceptability of a VECP and of the savings and costs from the adoption of all or any part of such proposal. In determining the savings, the right is reserved to disregard the Agreement bid prices if, in the judgment of the Owner, such prices do not represent a fair measure of the value of the Work to be performed or to be deleted. The decision of the Owner regarding acceptability or unacceptability of the VECP, as well as the savings and costs, shall be final.
3. The Owner may require the Contractor to modify the VECP to make it acceptable. If any modification increases or decreases the savings resulting from the VECP, the Contractor's fair share will be determined upon the basis of the VECP as modified.
4. The Owner may accept, in whole or in part, a VECP submitted pursuant to this Article by issuing a Change Order. However, pending issuance of a Change Order, the Contractor shall remain obligated to perform in accordance with the terms of the Agreement.

E. Sharing Arrangements

The Contractor and Owner shall each receive a fifty percent (50%) share in the Instant Agreement Savings. Upon acceptance of a VECP, a Change Order will be issued reducing the Agreement Price by fifty percent (50%) of the Instant Agreement Savings.

F. Warranty

1. The Contractor shall be, and remain, liable for the effectiveness of the design of the change proposed.
2. The Contractor warrants that such change: shall be free from defects in design, function, configuration and purpose; shall fully perform the function as intended and required by the Agreement Documents; complies with all laws, rules, regulations and ordinances governing such an item; and infringes no patent, copyright, trade secret or other third party proprietary right or interest

G. Data

To the extent permitted or allowed by law, the Owner will not disclose, use or duplicate any data provided by the Contractor pursuant to this Article, while such VECP is being evaluated. This restriction shall not apply to any information if it is, or has been obtained, or is otherwise available, from the Contractor or from any other source, without limitation. If a VECP has been accepted, the Owner shall have the right to duplicate, use and disclose any data in any manner, and for any purpose, and have others do so, under this or any other Owner agreement.

SC-24 Application of Details

The Site Plans and Specifications are intended to portray the site as a completed, functional project. Interim Phases of the Work are portrayed only in isolated locations and at specific levels of completion. The Contractor is responsible for the means and methods used to achieve the completed site condition as set out in the Plans. The Designer has provided details for the construction to assure that the final product will comply with Owner's needs. However, it is not the intention of these plans to provide specific guidance of every aspect of the construction. Contractor is responsible for the implementation of the plans in compliance with generally accepted practices and under current standards. Contractor shall apply appropriate construction details and processes whether or not those individual aspects of the Work are specifically called out on the plans at each location to which they should apply. Failure of the Contractor to identify any details of construction which in their opinion should not be incorporated under such a generally accepted construction practices shall indicate their agreement that such should be included as part of the standard installation of the Work and shall not be a basis for Change Orders or additional payment.

END OF SPECIAL CONDITIONS

SECTION C
QUALITY ASSURANCE/QUALITY CONTROL

PART 1 - GENERAL

1.1 SCOPE

This section includes requirements for the implementation of the Contractor's quality assurance and quality control program.

1.2 SITE INVESTIGATION AND CONTROL

- A. Contractor shall check and verify all dimensions and conditions in the field continuously during construction. Contractor shall be solely responsible for any inaccuracies built into the Work due to Contractor's (including sub-contractor's) failure to comply with this requirement.
- B. Contractor shall inspect related and appurtenant Work and report in writing to the Owner any conditions that will prevent proper completion of the Work. Failure to report and such conditions shall constitute acceptance of all Site conditions, and any required removal, repair, or replacement caused by unsuitable conditions shall be performed by the Contractor solely and entirely at Contractor's expense.

1.3 INSPECTION OF THE WORK

- A. All work performed by the Contractor and sub-contractors shall be inspected by the Contractor and non-conforming Work and any safety hazards in the work area shall be noted and promptly corrected. The Contractor is responsible for the Work to be performed safely and in conformance to the Agreement Documents.
- B. The Work shall be conducted under the general observation of the Owner and is subject to inspection by representatives of the Owner to ensure strict compliance with the requirements of the Agreement Documents. Such inspection may include mill, plant, shop, or field inspection, as required. The Owner or any inspector(s) shall be permitted access to all parts of the Work, including plants where materials or equipment are manufactured or fabricated.
- C. The presence of the Owner, or any inspector(s), however, shall not relieve the Contractor of the responsibility for the proper execution of the Work in accordance with all requirements of the Agreement Documents. Compliance is the responsibility of the Contractor. No act or omission on the part of the Owner, or any inspector(s) shall be construed as relieving Contractor of this responsibility. Inspection of Work later determined to be non-conforming shall not be cause or excuse for acceptance of the non-conforming Work. The Owner may accept non-conforming Work when adequate compensation is offered and it is in the Owner's best interest as determined solely by the Owner and/or the Owner's representative.

- D. All materials and articles furnished by the Contractor or sub-contractors shall be subject to rigid documented inspection, by qualified personnel, and no materials or articles shall be used in the Work until they have been inspected and accepted by the Contractor's Quality Control representative and the Owner or other designated representative. No Work shall be backfilled, buried, cast in concrete, covered, or otherwise hidden until it has been inspected. Any Work covered in the absence of inspection shall be subject to uncovering. Where uninspected Work cannot be easily uncovered, such as in concrete cast over reinforcing steel, all such Work shall be subject to demolition, removal, and reconstruction under proper inspection at the Contractor's expense.
- E. All materials, equipment and/or articles furnished to the Contractor by the City shall be subject to rigid inspection by Contractor's Quality Control representative before being used or placed by Contractor. Contractor shall inform Owner's Representative, in writing, of the results of said inspections within one working day after completion of inspection. In the event Contractor believes any material or articles provided by City to be of insufficient quality for use in the Work, Contractor shall immediately notify Owner's Representative.

1.4 TIME OF INSPECTION AND TESTS

- A. Samples and test specimens required under these Specifications shall be furnished and prepared for testing in ample time for the completion of the necessary tests and analyses before said articles or materials are to be used. The Contractor shall furnish and prepare all required test specimens at Contractor's own expense.
- B. With the exception of emergency-response situations, whenever the Contractor is ready to backfill, bury, cast in concrete, hide, or otherwise cover any Work under this Contract, the Owner shall be notified not less than three Work Days in advance to request inspection before beginning any such Work of covering. Failure of the Contractor to notify the Owner at least three Work Days in advance of any such inspections shall be reasonable cause for the Owner to order a sufficient delay in the Contractor's schedule to allow time for such inspection. In the event of emergency response situations, Contractor shall provide Owner's Representative as much advance notice of schedule and upcoming activities as is feasible. Failure of the Contractor to provide advanced requests for normal inspections shall not constitute an "Emergency Situation". The costs of any remedial or corrective work required, and all costs of such delays, including its impact on other portions of the Work, shall be borne by the Contractor.

1.5 SAMPLING AND TESTING

- A. The Contractor shall retain and pay for an independent materials testing agency approved by the Owner and the Owner. This independent testing agency will develop and submit a testing plan for quality assurance on each type of work activity. The testing agency will document the processes and procedures utilized to verify and maintain quality work. When not otherwise specified, all sampling and testing shall be in accordance with the methods prescribed in the most current standards, as applicable to the class and nature of the article or materials considered. However, the Owner reserves the right to use any generally accepted system of inspection which, in the opinion of the Owner, will ensure the Owner that the quality of the workmanship is in full accord with the Agreement Documents.
- B. The Owner reserves the right to abbreviate, modify the frequency of or waive tests or quality assurance measures, but waiver of any specific testing or other quality assurance measure, whether or not such waiver is accompanied by a guarantee of substantial performance as a relief from the specified testing or other quality assurance requirements as originally specified, and whether or not such guarantee is accompanied by a performance bond to assure execution of any necessary corrective or remedial work, shall not be construed as a waiver of any technical or qualitative requirements of the Agreement Documents.
- C. Notwithstanding the existence of such waiver, the Owner shall reserve the right to make independent investigations and tests as specified in the following paragraph and failure of any portion of the Work to meet any of the qualitative requirements of the Agreement Documents, shall be reasonable cause for the Owner or the Owner to require the removal or correction and reconstruction of any such Work.
- D. In addition to any other inspection or quality assurance provisions that may be specified, the Owner shall have the right to independently select, test, and analyze, at the expense of the Owner, additional test specimens of any or all of the materials to be used. Results of such tests and analyses shall be considered along with the tests or analyses made by the Contractor to determine compliance with the applicable specifications for the materials so tested or analyzed provided that wherever any portion of the Work is discovered, as a result of such independent testing or investigation by the Owner, which fails to meet the requirements of the Agreement Documents, all costs of such independent inspection and investigation and all costs of removal, correction, reconstruction, or repair of any such Work shall be borne by the Contractor.

1.6 CONTRACTOR'S QUALITY ASSURANCE/QUALITY CONTROL REQUIREMENTS

- A. The Contractor shall establish and execute a Quality Assurance/Quality Control (QA/QC) program for the services that are being procured from the Contractor. The program shall provide the Contractor with adequate measures for verification and conformance to defined requirements by his personnel and lower-tier sub-contractors (including fabricators, suppliers, and sub-sub-contractors). This program shall be described in a plan responsive to this Section. It shall utilize the services of an independent testing agency/company that is industry certified to provide quality assurance and compliance with the standards specified.

- B. The Contractor shall furnish the Owner a project specific QA/QC Plan. The Plan shall contain a comprehensive account of Contractor's QA/QC procedures as applicable to this job. The Contractor shall furnish for review by the Owner, no later than 14 days after receipt of a Notice to Proceed, the QA/QC plan proposed to be implemented. The plan shall identify personnel, procedures, control, instructions, tests, records, and forms to be used. Construction will be permitted to begin only after acceptance of the QA/QC Plan. The detailed requirements for this Plan are delineated in the following paragraphs. No payments will be made to the Contractor until the QA/QC Plan is fully accepted by the Owner.
- C. The QA/QC Plan shall describe and define the personnel requirements described herein. The Contractor shall designate an on-site Field QA/QC Manager per section 1100 of these specifications to manage, address and resolve all quality control issues.
1. QA/QC Manager shall be as identified by the Contractor and agreed to by the Owner. A QA/QC Manager shall be onsite at all times during while work is being performed by the Contractor, to remedy and demonstrate that work is being performed properly and to make multiple observations of all Work in progress.
 2. The Contractor shall provide additional personnel who are assigned to assist the QA/QC Manager as required to fulfill the requirements of the QA/QC Plan. The Contractor shall provide authority to the QA/QC Manager to adequately perform the functions of the QA/QC Manager, including authority to stop work which is not in compliance with the contract.
- D. The Contractor's QA/QC program shall ensure the achievement of adequate quality throughout all applicable areas of the contract. A customized QA/QC Plan shall be developed that discusses each type of work that the Contractor is responsible for within the Project. The QA/QC Plan shall describe the program and include procedures, work instructions and records and a description of the quality control organization.
1. This plan shall require a preparatory installation training, follow-up monitoring and on going observation of the work.
 - a. The preparatory installation training class attendance will be required by the Contractor's and/or sub-Contractor's crews before the start of each new construction activity. The Owner will attend and monitor the training.
 - b. The follow-up monitoring will take place no later then 10 days after the preparatory installation training. The follow-up monitoring will require the work crews to continue to demonstrate the proper means and methods of construction as performed in the preparatory installation training class. If in the sole judgment of the Owner that work is not being performed as per the QA/QC plan and/or the Agreement Documents, the crews shall discontinue the work and will be required to attend the preparatory training class, again. Any retraining will be at no cost to the City.

- c. Ongoing monitoring will be taken place throughout the duration of the project. The ongoing monitoring will require the work crews to demonstrate the proper means and methods of construction as performed in the preparatory class. If in the judgement of the Owner that work is not being performed as per the QA/QC plan and/or the Agreement Documents the crews shall be required to attend the preparatory training class, again. Any retraining will be at no cost to the City.
- E. Identification and Control of Items and Materials: Procedures to ensure that items or materials that have been accepted at the site are properly used and installed shall be described in the QA/QC Plan.
- F. The procedures shall provide for proper identification and storage, and prevent the use of incorrect or defective materials.
- G. Inspection and Tests: The Contractor shall have written procedures defining a program for control of inspections performed and these procedures shall be described in the QA/QC Plan.
 - 1. Inspections and tests shall be performed and documented by qualified individuals. At a minimum, "qualified" shall mean having performed similar QA/QC functions on similar type projects for a minimum of five (5) years. Records of personnel experience, training and qualifications shall be submitted to the Owner for review and approval.
 - 2. The Contractor shall maintain and provide to the Owner, within two working days of completion of each inspection and test, adequate records of all such inspections and tests. Inspection and test results shall be documented and evaluated to ensure that requirements have been satisfied.
 - 3. Procedures shall include:
 - a. Specific instructions defining procedures for observing all Work in process and comparing this Work with the Contract requirements.
 - b. Maintaining and providing Daily QA/QC Inspection Reports. Such reports shall, at a minimum, include the following:
 - i. Dated list of Item(s) inspected
 - ii. Location of the test sample(s)
 - iii. Logs, detailed locational drawings and confirmation reports
 - iv. Quality characteristics in compliance
 - v. Quality characteristics not in compliance
 - vi. Corrective/remedial actions taken
 - vii. Statement of certification
 - viii. QC Manager's signature
 - c. Specific instructions for recording all observations and requirements for demonstrating through the reports that the Work observed was in compliance or a deficiency was noted and action to be taken.
 - d. Procedures to preclude the covering of deficient or rejected Work.
 - e. Procedures for halting or rejecting Work.

- f. Procedures for resolution of differences between the QA/QC representative(s) and the production representative(s).
 - g. Method of documenting QA/QC process and results including:
 - i. Automatic exception reporting
 - ii. Resolution tracking
 - iii. Quality Confirmation Test reports
 - iv. Sample retention index and storage
4. The QA/QC Plan shall identify all contractual hold/inspection points as well as any Contractor imposed hold/inspections points.
5. The QA/QC Plan shall include procedures to provide verification and control of all testing provided by Contractor including:
- a. Individual test records will contain the following information:
 - i. Item tested –item number and description
 - ii. Test results
 - iii. Test designation
 - iv. Test work sheet including location sample was obtained
 - v. Acceptance or rejection
 - vi. Date sample was obtained
 - vii. Retest information, if applicable
 - viii. Control requirements
 - ix. Tester signature
 - x. Testing QC staff initials
 - b. Maintaining and providing to the Owner Daily Testing Records. Such records shall, at a minimum, contain the following:
 - i. Dated list of Item(s) inspected
 - ii. Location of the test sample(s)
 - iii. Logs, detailed locational drawings and confirmation reports
 - iv. Quality characteristics in compliance
 - v. Quality characteristics not in compliance
 - vi. Corrective/remedial actions taken
 - vii. Statement of certification
 - c. QC Manager’s signature providing for location maps/drawings (i.e. lift drawings, laying schedules, etc.) for all tests performed or location of Work covered by the tests.
 - d. Maintaining copies of all test results.
 - e. Ensuring Owner’s Representative receives independent copy of all tests.
 - f. Ensuring testing lab(s) are functioning independently and in accordance with the specifications.

- g. Ensuring re-tests are properly taken and documented.
- H. Control of Measuring and Test Equipment: Measuring and/or testing instruments shall be adequately maintained, calibrated, certified and adjusted to maintain accuracy within prescribed limits. Calibration shall be performed at specified periods against valid standards traceable to nationally recognized standards and documented.
- I. Supplier Quality Assurance: The QA/QC Plan shall include procedures to ensure that procured products and services conform to the requirements of the Specifications. Requirements of these procedures shall be applied, as appropriate, to lower-tier suppliers and/or sub-contractors. QA/QC inspections and certifications may not be deferred to the Contractor's subs or suppliers.
- J. Deficient, Defective, and Non-conforming Work; Corrective Action:
 - 1. The QA/QC Plan shall include procedures for handling of deficiencies and non-conformances. Deficiencies and non-conformances are defined as documentation, drawings, material, and equipment or Work not conforming to the specified requirements or procedures. The procedure shall prevent non-conformances by identification, documentation, evaluation, separation, disposition and corrective action to prevent recurrence. Conditions having adverse effects on quality shall be promptly identified and reported to the senior level management. The cause of conditions adverse to quality shall be determined and documented and measures implemented to prevent recurrence. In addition, at a minimum, this procedure shall address:
 - a. Personnel responsible for identifying deficient and non-complying items within the work.
 - b. How and by whom deficient and non-compliant items are documented "in the field".
 - c. The personnel and process utilized for logging deficient and non-compliant work at the end of each day onto a Deficiency Log.
 - d. Tracking processes and tracking documentation for Deficient and Non-Compliant items.
 - e. Personnel responsible for achieving resolution of outstanding deficiencies.
 - f. Once resolved, how are the resolutions documented and by whom.
- K. Special Processes And Personnel Qualifications
 - 1. The QA/QC Plan shall include detailed procedures for the performance and control of special process (e.g. welding, soldering, heat treating, cleaning, plating, nondestructive examination, etc.).
 - 2. Personnel performing special process tasks shall have the experience, training and certifications commensurate with the scope, complexity, or nature of the activity. They shall be approved by the Owner before the start of Work on the Project.

- L. Audits: The Contractor's QA/QC program shall provide for documented audits to verify that QA/QC procedures are being fully implemented by the Contractor as well as its subtiers. Audit records shall be made available to the Owner upon request and will provide to the Owner, reports indicating any outstanding and unresolved exceptions to the QA/QC program or Agreement Documents. This will include documentation on any standards modifications, corrections, failed tests and a review of field procedures and checks and balances effectiveness.
- M. Documented Control/Quality Records
 - 1. The Contractor shall establish methods for control of Agreement Documents that describe how Drawings and Specifications are received and distributed to assure the correct issue of the document being used. The methods shall also describe how as-built data are documented and furnished to the Owner.
 - 2. The Contractor shall maintain evidence of activities affecting quality, including operating logs, records of inspections and tests, audit reports, material analyses, personnel qualification and certification records, procedures, and document review records.
 - 3. Quality records shall be maintained in a manner that provides for timely retrieval, and traceability. Quality records shall be protected from deterioration, damage, and destruction. The Contractor shall maintain an automated exceptions list of any non-conforming or defective or substandard work.
 - 4. The Contractor shall provide a list with specific records as specified in the Agreement Documents which will be furnished to the Owner at the completion of activities and in conjunction with logs and locational drawings.
- N. Acceptance of QA/QC Plan: Owner's Representative's review and acceptance of the Contractor's QA/QC Plan shall not relieve the Contractor from any of its obligations for the performance of the Work. The Contractor's QA/QC staffing is subject to the Owner's review and continued acceptance. The City, at its sole option, without cause, may direct the Contractor to remove and replace the QA/QC representative. No Work covered by the QA/QC Plan shall start until Owner's Representative's acceptance of Contractor's QA/QC plan has been obtained.
- O. Owner's Representative may perform independent quality assurance audits to verify that actions specified in Contractor's QA/QC Plan have been implemented. No Owner's Representative audit finding or report shall in any way relieve Contractor from any requirements of this Contract.

1.7 TESTING SERVICES

- A. All tests which require the services of a laboratory to determine compliance with the Agreement Documents shall be performed by an independent commercial testing firm acceptable to Owner's Representative. The testing firm's laboratory shall be staffed with experienced technicians, properly equipped and fully qualified to perform the tests in accordance with the specified standards. All standard quality assurance testing and installation verification testing will be at the expense of the Contractor.

- B. Contractor's independent testing laboratory shall be accredited by the American Association of State Highway and Transportation Officials (AASHTO) for the tests they will perform and as appropriate to the construction work being performed. The Contractor's laboratory shall also be AASHTO accredited in: ASTM C1077-92, "Practice for Laboratories Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Laboratory Evaluation"; ASTM D3740, "Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Owner's Design/Construction"; and ASTM D3666, "Specifications for Minimum Requirements for Agencies Testing and Inspecting Bituminous Paving Materials"; ACI, American Concrete Institute standards and specified industry standards for sewers, waterlines, sidewalks, curbs and other applicable work.
- C. Testing, when required, will be in accordance with all pertinent codes and regulations and with procedures and requirements of the American Society for Testing and Materials (ASTM).
- D. The Owner shall have the right to inspect work performed by the independent testing laboratory both at the project and at the laboratory. This shall include inspection of the independent testing laboratory's internal quality assurance records (quality assurance manual, equipment calibrations, proficiency sample performance, etc.).
- E. Contractor shall obtain Owner's Representative's acceptance of the testing firm before having services performed, and shall pay all costs for these testing services.
- F. Testing services provided by City, if any, are for the sole benefit of City, however, test results shall be available to Contractor. Testing necessary to satisfy Contractor's internal quality control procedures shall be the sole responsibility of Contractor.
- G. Laboratory Duties
 1. Cooperate with Owner's Representative and Contractor.
 2. Provide qualified personnel promptly on notice.
 3. Perform specified inspections, sampling and testing of materials and methods of construction.
 4. Comply with specified standards, ASTM, other recognized authorities and as specified.
 5. Ascertain compliance with requirements of Agreement Documents.
 6. Promptly notify Owner's Representative and Contractor of irregularity or deficiency of work, which are observed during performance of services.
 7. Perform additional services as required.

8. Promptly submit two written copies and one electronic copy of the report for each test to the Owner. Transmit to the Owner within three workdays after each test is completed. Each report for each type of test shall be consecutively numbered. Each report shall include:
 - a. Date issued
 - b. Project title and number
 - c. Testing laboratory name and address
 - d. Name and signature of inspector
 - e. Date of inspection or sampling
 - f. Record of temperature and weather
 - g. Date of test
 - h. Identification of product and Specification section
 - i. Location of Project
 - j. Type of inspection or test
 - k. Results of test
 - l. Observations regarding compliance with Agreement Documents

9. Laboratory is not authorized to:
 - a. Release, revoke, alter or enlarge on requirements of Agreement Documents.
 - b. Approve or accept any portion of Work.

H. TESTING SERVICES FURNISHED BY CONTRACTOR

1. Unless otherwise specified, and in addition to all other specified testing requirements, Contractor shall provide all testing services as required for Owner's Representative's review:
 - a. Concrete strength tests. Include Slump, Air Content, Temperature, and Unit Weight.
 - b. Moisture-density and relative density tests on embankment, fill, and backfill materials.
 - c. In-place field density test on embankments, fills, and backfill.
 - d. Other materials and equipment as specified herein.
 - e. Concrete materials and mix designs
 - f. Embankment, fill, and backfill materials, density, optimum moistures and compaction.
 - g. QC testing of all precast and/or pre-stressed concrete
 - h. All other tests and Owner's Representative data required for Owner's Representative's review of materials and equipment proposed to be used in the Work
 - i. Foundation Bearing Test.
 - j. Asphalt Tests: Include: Temperature, Thickness, Extraction and Gradation, ac-content, Marshal Stability, and Flow.

2. In addition, the following QC tests shall be performed by Contractor:
 - a. Holiday testing of pipeline or other coatings.
 - b. Slumps, air bucket tests, compression tests and other confirmation tests
 - c. Air testing of field-welded joints for steel pipe or pipe cylinders and fabricated specials.

- d. All testing and inspection of welding work including, but not limited to, welding procedure qualifications, welder operator qualifications, all work performed by the certified welding inspector, all appropriate nondestructive testing of welds and all repair and retest of weld defects.
3. Testing, including sampling, shall be performed by Contractor's testing firm's laboratory personnel, in general manner and frequency indicated in the Specifications. The Owner and/or the City of Atlanta's representative shall have the right to stipulate the location of the confirmation tests. Contractor shall provide preliminary representative samples of materials to be tested to laboratory, in required quantities.
4. The testing firm's laboratory shall perform all laboratory tests within a reasonable time consistent with the specified standards and will furnish a written report of each test.
5. Contractor shall furnish all sample materials and cooperate in the testing activities, including sampling. Contractor shall interrupt the Work when necessary to allow testing, including sampling to be performed. Contractor shall have no claim for an increase in Contract Price or Contract Times due to such interruption. The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel, to the testing laboratory.
6. When testing activities, including sampling are performed in the field by the test firm's laboratory personnel, Contractor shall furnish required labor and facilities.
 - a. To provide access to Work to be tested
 - b. To obtain and handle samples at the site
 - c. To facilitate inspections and tests
 - d. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
7. Where such inspection and testing are to be conducted by an independent laboratory agency, the sample or samples shall be selected by such laboratory or agency or the Owner and shipped to the laboratory by the Contractor at Contractor's expense.
8. Notify laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.
9. The Contractor shall be responsible for furnishing all materials necessary for testing.
- I. Transmittal of Test Reports: Written reports of tests and Owner's Representative data furnished by Contractor for Owner's Representative's review of materials and equipment proposed to be used in the Work shall be submitted as specified for Shop Drawings. Final transmittal of all Project testing records will be required as a final close-out submittal for the release of retainage.
 1. Promptly process and distribute all required copies of test reports and related instructions to insure all necessary retesting or replacement of materials with the least possible delay in progress of the Work.

- J. Copies of all correspondence between the Contractor and testing agencies shall be provided to the Owner.
- K. Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted authority, shall be the responsibility of and shall be paid for by the Contractor, unless otherwise provided in the Agreement Documents.
- L. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.
- M. Schedules For Testing
 - 1. Establishing Schedule
 - a. The Contractor shall, by advance discussion with the testing laboratory determine the time required for the laboratory to perform its tests and to issue each of its findings, and make all arrangements for the testing laboratory to be on site to provide the required testing.
 - b. Provide all required time within the construction schedule.
 - c. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

END OF SECTION

SECTION D

SECURITY AND SAFETY

PART 1 - GENERAL

1.1 SCOPE

- A. This section includes requirements for the Contractor's security and safety programs, insurance and Health Safety and Security Plan, safety and security related staff.

1.2 GENERAL

- A. The Contractor shall maintain a safe and secure work area throughout the duration of the Project. The Owner considers the safety and security of the public; property; and the Contractor's, Sub-Contractor's, the Owner's personnel as the number one priority of the Contractor. The Contractor agrees to actively conform to these requirements and to provide any assistance necessary to the Owner's safety and security personnel.
- B. Job site safety and security shall be maintained in accordance with laws, regulations, standards, and requirements established by authorities having jurisdiction including the Occupational Safety and Health Administration (OSHA) and Homeland Security Administration.

1.3 SECURITY PROGRAM

- A. The Contractor shall protect the Work, including all field office trailers and their contents from theft, vandalism, and unauthorized entry. This security program includes all measures up to and including the provision of guard services and the use of off-duty police to actively patrol the Project site.
- B. The Contractor shall initiate and maintain a site security program at the time of mobilization onto the Site of the Work, which provides adequate security for stored and installed material; facilities and equipment; for any property under their control while pursuing the work.
- C. The Contractor shall maintain the security program throughout the duration of the Agreement.
- D. The Contractor and sub-contractors are wholly responsible for the security of their storage compound, staging areas and lay-down areas, and for all their plant, material, equipment, and tools at all times.
- E. The Contractor shall provide the Engineer with a complete list of twenty-four (24) hour emergency contact phone numbers including chain of command.

1.4 ENTRY CONTROL

- A. The Contractor shall restrict entry of unauthorized personnel and vehicles onto the Site of the Work.
- B. The Contractor shall allow entry only to authorized persons with proper identification.
- C. The Contractor shall maintain an Employee Log and Visitor Log and make the logs available upon request. These logs shall be submitted to the Engineer bi-weekly or as requested.
- D. The Contractor shall require all visitors to sign the Visitor Acknowledgment of the Project Site Rules/Visitor Log, which includes a release form. Copies of these forms shall be submitted to the Engineer bi-weekly and maintained in the Contractor's security files on the Site of the Work.
- E. The Contractor shall require all employees to sign the Employee Acknowledgment of Project Site Rules Log included at the end of this Section. All Contractor employees, sub-contractor employees, and lower tier sub-contractor employees will receive a new employee orientation. Signing the Employee Log by the employee is certifying that the orientation training has been received.
- F. The Owner has the right to refuse access to the Site of the Work or request that a person or vehicle be removed from the Site of the Work if found violating any of the Project safety, security, and conduct rules.

1.5 BARRICADES, LIGHTS, AND SIGNALS

- A. The Contractor shall furnish and erect such barricades, fences, lights, and danger signals and shall provide such other precautionary measures for the protection of persons or property and of the Work as necessary. Barricades shall be painted in a color that will be visible at night. From sunset to sunrise, the Contractor shall furnish and maintain at least one (1) light at each barricade and sufficient numbers of barricades shall be erected to keep vehicles from being driven on or into any Work under construction.
- B. The Contractor shall be responsible for all damage to the Work and any resulting injuries due to failure of barricades, signs, and lights and whenever evidence is found of such damage, the Contractor shall immediately remove the damaged portion of the Work and replace it at Contractor's cost and expense. The Contractor's responsibility for the maintenance of barricades, signs, and lights shall not cease until the Work has been accepted by the Owner.

1.6 RESTRICTIONS

- A. The Contractor shall not allow cameras on the Site of the Work or photographs taken except with approval of the Owner.

1.7 CONTRACTOR SAFETY, HEALTH, AND SECURITY PLAN

- A. Prior to the performance of any work the Contractor shall prepare a contract specific Safety, Health, and Security Plan signed by an officer of the Contractor's organization. Safety, health, and security at the Site of the Work is the responsibility of the Contractor.
- B. The Owner will not review the Contractor's safety plan for the adequacy of the plan. The plan shall:
 - 1. Identify the person(s) responsible for implementation and enforcement of safety, health, and security rules and regulations for this Project.
 - 2. Generally address safe work procedures for the activities within the Contractor's scope of work.
 - 3. Include a new employee orientation program, which addresses job and site specific rules, regulations, and hazards.
 - 4. Include the Contractor's Drug Free Work Place Policy including substance abuse prevention and testing program.
 - 5. Include provisions to protect all of the Contractor's employees, other persons and organizations who may be affected by the Work from injury, damage, or loss.
 - 6. Comply with current federal, state, and local safety, health, and security rules, regulations, and practices including those promulgated by the OSHA.
 - 7. Include a site specific emergency action and evacuation plan.
 - 8. Include Hazard Communication/Right To Know Program.
 - 9. Include security procedures for the Contractor's work, tools, and equipment.
 - 10. Include the provision for providing the Engineer with documentation to show compliance with the safety, health, and security plan including accidents and investigation reports.
 - 11. Address any other contract-specific safety, health, and security requirements.
- C. The Contractor shall provide a Job Safety Analysis (JSA) for the Work, prior to the

starting of the Work. The Contractor shall designate a Project Safety Coordinator who is on-site during work hours and will perform site safety inspections at least once a day. Owner shall agree to the designated person. This position may be filled by a person who has other simultaneous operational or construction duties provided that Safety related functions are not adversely impacted.

- D. Review of the Contractor's Safety, Health, and Security Plan by the Engineer or their assignees shall not impose any duty or responsibility upon the Engineer for the Contractor's performance of the Work in a safe manner.
- E. The Contractor shall be fully responsible for the safety and health of its employees, its sub-contractors and lower tier Contractors during performance of the Work.
- F. The Contractor shall provide the Engineer with all safety reports, training records, competent person list, certifications in first aid, etc. and accident reports prepared in compliance with Safety, Health, and Security Plan.

1.8 PROJECT SAFETY COORDINATOR

- A. The Contractor shall be responsible for the safety of the Contractor's, Engineer's employees, the Owner's personnel, the Owners and all other personnel at the Site of the Work. The Contractor shall have a Project Safety Coordinator on the Site of the Work with an appropriate office to maintain and keep available safety records and up-to-date copies of all pertinent safety rules and regulations.
- B. The Project Safety Coordinator shall:
 - 1. Ensure compliance with all applicable health and safety requirements of all governing legislation.
 - 2. Schedule and conduct safety meetings and safety training programs and inspections for compliance as required by the specifications and the law for all personnel engaged in the Work.
 - 3. Post all appropriate notices regarding safety and health regulations at locations that afford maximum exposure to all personnel at the Site of the Work.
 - 4. Post the name, addresses, and hours of the nearest medical doctor; names and addresses of nearby clinics and hospitals; and the telephone numbers of the fire and police departments.
 - 5. Post appropriate instructions and warning signs with regard to all hazardous areas or conditions.
 - 6. Have proper safety and rescue equipment adequately maintained and readily available for any contingency. This equipment shall include such applicable items as: proper fire extinguishers, first aid kits, safety ropes and harnesses,

stretcher, life savers, oxygen breathing apparatus, resuscitators, gas detectors, oxygen deficiency indicators, explosion meters, and any other equipment mandated by law.

7. Make inspections at least once daily in accordance with an inspection checklist report form to ensure that all machines, tools, and equipment are in safe operating condition; that all Work methods are safe; and that all work methods are free of hazards.
8. Submit to the Owner upon request copies of all inspection checklist report forms, safety records, and all safety inspection reports and certifications from regulatory agencies and insurance companies.
9. Notify the Owner of a serious accident immediately, followed by a detailed written report within twenty-four (24) hours. "Serious accident" is defined as that requiring an absence of work of more than two (2) days and/or hospitalization.
10. Notify the Owner immediately in the event of a fatal accident.
11. Notify the Owner of any accident claim against the Contractor or any sub-contractor immediately, followed up by a detailed written report on the claim and its resolution.
12. Review safety aspects of the Contractor's submittals as applicable.

1.9 SUBSURFACE / SHAFT SAFETY

- A. All work shall be performed in accordance with OSHA rules, regulations, and requirements with particular reference to 29 CFR §1926.800, Subpart S entitled "Underground Construction." Should there be any conflict between these Specifications and OSHA rules, regulations, and requirements, the more restrictive shall apply.
- B. All personnel whenever entering the Site of the Work, any shaft, manhole, trench, sewer or tunnel, shall be required to wear approved safety hats as well as protective clothing, footwear, eyewear, ear protectors, and other equipment as required by OSHA. The Contractor shall maintain, on the Site of the Work, a sufficient number of safety hats and other personal protective equipment for the use of visitors.
- C. Where work is in progress in a tunnel or for excavations and trenches more than ten (10) feet in depth, the Contractor shall also provide as a minimum the following safety equipment:
 1. Adequate stretcher units placed in convenient locations adjacent to the Work.
 2. Oxygen deficiency indicators.

3. Carbon Monoxide testers.
 4. Hydrogen Sulfide detectors.
 5. Portable explosimeter for the detection of explosive gases such as methane, petroleum, vapors, etc.
- D. All personnel entering the underground works shall have access to a Self Contained Self Rescuer, such as the Oxyboks series manufactured by Drager Safety or OSHA approved equal.
- E. In shaft and tunnel work, an additional explosimeter shall be provided at the heading at all times which will continuously monitor for the presence of explosive gases. This explosimeter shall be the type that automatically provides both visual and audible alarms.
- F. No employees will be allowed to work, in areas where concentrations of airborne contaminants exceed federal threshold limits. Respirators shall not be substituted for environmental control measures and shall be used only as prescribed by OSHA.
- G. The Contractor shall provide lighting in accordance with OSHA regulations and requirements for the entire length of the tunnel. Light shall be adequate to permit proper inspection of all operations at all times. Minimum lighting consisting of 100-Watt light bulb at forty (40) feet spacing will be maintained during all working hours. The intensity of the lighting required by applicable regulations for tunnel excavating operations shall be increased as required by the Engineer for concrete placement and for final cleanup.
- H. The Contractor shall maintain the subsurface air in a condition suitable for the health of the workers at all times. Ventilating plants shall be of ample capacity as a minimum in conformance with OSHA requirements, and shall be installed and operated while the work is going on in the tunnels and at other times as may be necessary.
- I. The entire ventilating system shall be maintained in a good condition and shall be under the direction of an employee experienced in tunnel ventilation operation and maintenance. A supply of fresh air shall be furnished for the quick removal of fumes and dust generated by tunnel operations.
- J. The Contractor is advised to maintain backup generators to insure the continued operation of the ventilation system in the event of power outages.
- K. The Contractor shall periodically inspect sewer surfaces and installed support daily for signs of deterioration and/or distress. Qualified employees shall perform the inspection.

The Contractor shall implement any remedial action deemed necessary immediately after identifying the same by inspection; including but not limited to, installation of additional supports, welded wire fabric, mine straps, and in the case of drilled and blasted sections application of shotcrete to exposed rock surfaces. Such remedial actions shall be approved in advance by the Owner.

- L. The Contractor shall install temporary covers on shafts during extended periods of construction inactivity at the shaft sites. The shaft covers may be grated where the shaft is to be used as a ventilation inlet, and shall be designed by the Contractor to prevent accidental entry of personnel, debris, etc., into the shafts.
- M. All shafts shall be enclosed with a security fence which shall be secure at any time the site is unattended by Contractor's personnel. All storage areas and workshops shall be so segregated so that their use during times of site inactivity does not compromise the security of the shaft area. The fence shall have all necessary gates and entrances with keys furnished to the Engineer for all locking devices. In addition, the Contractor shall provide barricades at the top of shafts in accordance with OSHA requirements, and shaft covers as specified in this section.
- N. Lights, barricades, signs, and watchmen shall be provided and maintained to properly protect the public, the workers, and the Work against injury or damage.
- O. Internal combustion engines other than mobile diesel powered equipment shall not be used underground. All diesel powered mobile equipment used underground shall be as prescribed by the OSHA and be operated in compliance with OSHA regulations and requirements. The Contractor, upon request, shall submit proof of certification to the Owner. All internal combustion equipment allowed under this paragraph shall be operated in such a manner as to prevent health hazards to personnel from exhaust fumes.
- P. All haulage equipment such as hoists, cages, and elevators in operation in excavations and shafts shall conform to all OSHA regulations and requirements. They will be inspected at the beginning of each shift and at the completion of that shift to ensure that all hoisting and hydraulic systems and appliances are in safe operating order. Any frayed, torn, pinched or damaged slings, chokers or other lifting appliances are to be removed from the Project immediately.
- Q. Fire Prevention and Control: All underground construction shall be performed in accordance with the applicable fire prevention and control requirements of OSHA and Local fire department ordinances.
- R. Noise and Dust Control: The Contractor shall control noise and dust in accordance with applicable federal, state and local laws, safety codes, regulations, and ordinances and in accordance with the requirements of Section SC-10.5 - Dust Control, and Section

SC-10.6 - Noise Control. Contractor will clean the streets and adjacent areas of dust and mud at the end of each shift and will minimize the negative impacts of the work on surrounding property including the storm drains.

S. VISITOR ACKNOWLEDGMENT OF THE SITE OF THE WORK RULES

By signing this Visitor's Log, I acknowledge that I understand and agree to abide by the Site of the Work rules outlined below.

In consideration of my receipt of a visitor's pass as issued by the Owner directly or indirectly from the City of Atlanta, I waive on behalf of myself, my heirs, employer, legal representatives, and assigns and hereby release and discharge the City, the Owner, the Designer, and their sub-contractors and consultants and each of their directors, officers, employees, representatives, and agents from any and all claims, actions, causes of action, or any charge of any kind whatsoever which may arise or could arise in the future as a result of my being present at the facility including injury, death, or property damage whether or not caused by the fault or negligence of any of the parties released hereunder.

I further acknowledge that I have been briefed on specific hazards, and hazardous substances that are on site and the site emergency action procedure.

PROHIBITED ACTIVITIES

- A. Unauthorized removal or theft of Owner's, Owner's Representative's or Designer's property.
- B. Violation of safety or security rules or procedures.
- C. Possession of firearms or lethal weapons on the Site of the Work.
- D. Acts of sabotage.
- E. Destruction or defacing property.
- F. Failure to use sanitary facilities.
- G. Failure to report accidents or job related injuries.
- H. Being under the apparent influence of drugs, alcohol, or other intoxicants or in possession of drugs, alcohol, or other intoxicants on the property.

- I. Wearing shorts or tennis shoes on the Site of the Work.
- J. Failure to wear a hardhat/safety glasses.
- K. Gambling at any time on the Site of the Work.
- L. Fighting, threatening behavior, or engaging in horseplay on the Site of the Work.
- M. Smoking in unauthorized areas on the Site of the Work.
- N. Open fire cooking or making unauthorized fires on Site of the Work.
- O. Selling items or raffles without authorization.
- P. Use of unauthorized cameras on the Site of the Work.
- Q. Use of radio or television in the Site of the Work
- R. Failure to park personal vehicle in authorized parking areas.
- S. Failure to wear designated identification which is Site of the Work Specific
- T. Failure to use designated gates.

I have read, understand, and agree to abide by the SITE OF THE WORK RULES. Furthermore, I understand that failure to abide by these rules is grounds for being denied access to the Site of the Work. I have received a personal copy for my use and reference.

END OF SECTION D

SECTION E
CLEARING AND GRUBBING

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall provide all labor, equipment and materials necessary to clear and grub the site to the limits indicated on the Drawings.
- B. The Contractor shall protect all existing structures, trees, or vegetation indicated on the Drawings to remain.
- C. The Contractor is solely responsible for determining the potential for injury to persons and damage to property. Where such potential is present, the Contractor shall take appropriate measures to protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.

1.2 RELATED DOCUMENTS

- A. City of Atlanta Standards and Specifications, Current Edition
- B. Manual for Erosion and Sediment Control in Georgia, Current Edition.

1.3 SUBMITALS NOT APPLICABLE

1.4 QUALITY ASSURANCE

- A. Obtain required permits and licenses in accordance with requirements of the Federal Clean Water Act (CWA), Water Quality Act (WQA), State laws, and Local laws.
- B. Provide temporary erosion control systems as indicated on the Drawings or as directed by the Owner, Engineer, or Inspector to protect adjacent properties and water resources from erosion and sedimentation.
- C. Conduct operations and removal of debris with minimum interference to roads, streets, walks, and other adjacent facilities. Do not close or obstruct streets, walks or other facilities without permission from the authorities having jurisdiction.
- D. Reference Section C: Quality Assurance/Quality Control.

1.5 DEFINITIONS

- A. Clearing - Clearing shall consist of the felling, trimming, and cutting of trees into sections and the satisfactory disposal of the trees and other vegetation designated for removal, including down timber, snags, brush, and rubbish occurring in the areas to be cleared.
- B. Grubbing - Grubbing shall consist of the removal and disposal of stumps, roots larger than 1/2 inch in diameter, and matted roots within the limits of work indicated on the plans.

PART 2 - PRODUCTS

Not Applicable

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Verify that field measurements, surfaces, substrates and conditions are as required, and ready to receive Work.
 - 1. Verify that survey benchmark and intended elevations for the Work are as indicated and are not located in an area where they may be damaged.
 - 2. Verify that existing plant life and clearing limits are clearly tagged, identified and marked in such a manner as to insure their safety throughout construction operations.
- B. Report in writing to the Owner any prevailing conditions that will adversely affect satisfactory execution of the Work of this Section. Do not proceed with Work until unsatisfactory conditions have been corrected.
- C. By beginning Work, the Contractor accepts conditions and assumes responsibility for correcting unsuitable conditions encountered at no additional cost to the Owner.

3.2 PREPARATION

- A. Provide temporary erosion control systems as indicated on the Drawings or as directed by the Owner, or Inspector to protect project site and adjacent properties and water resources from erosion and sedimentation.

3.3 CLEARING

Clearing and Grubbing
Historic Fourth Ward Skate Park Expansion

- A. Trees, stumps, roots, brush, and other vegetation in areas to be cleared shall be cut off flush with or below the original ground surface, except such trees and vegetation as may be indicated or directed to be left standing.
- B. Trees designated to be left standing within the cleared areas shall be trimmed of dead branches 1- 1/2 inches or more in diameter and shall be trimmed of all branches the heights indicated or directed. Limbs and branches to be trimmed shall be neatly cut close to the bole of the tree or main branches.
- C. Trees and vegetation to be left standing shall be protected from damage incident to clearing, grubbing, and construction operations by the erection of barriers or by such other means as the circumstances require.
- D. Clearing shall also include the removal and disposal of structures that obtrude, encroach upon, or otherwise obstruct the Work.

3.4 GRUBBING

- A. Material to be grubbed, together with logs and other organic shall be removed to a depth of not less than 18 inches below the original surface level of the ground in areas indicated to be grubbed and in areas indicated as construction areas under this contract, such as areas for buildings, and areas to be paved.
- B. Depressions made by grubbing shall be filled with suitable material and compacted to make the surface conform to the original adjacent surface of the ground.

3.5 TOPSOIL EXCAVATION

- A. Strip topsoil from areas that are indicated to be filled, excavated, landscaped, or re-graded to a depth that prevents contact with underlying subsoil or unsuitable material. Where trees are indicated to remain, stop topsoil stripping sufficient distance from tree to prevent damage to main root system.
- B. Cut heavy growths of grass from areas prior to start of stripping. Remove heavy growths of grass along with clearing of other vegetation materials.
- C. If the Contractor feels that storage on site will interfere with construction operations, he/she may elect to haul topsoil off site, protect and haul topsoil back again when needed for topsoiling, all at no additional expense to the Owner.
- D. Construct stockpile areas to positively drain surface water.
- E. Cover stockpile areas as required to prevent windblown dust.

- F. Dispose of unsuitable topsoil off-site as specified, unless directed otherwise by the Owner.
- G. Protect stockpiled topsoil from wetting, erosion and sedimenting by means of tarpaulins and by a perimeter barrier of boards staked in place, or other methods necessary.
- H. Topsoil stripped and stockpiled in quantities in excess of needs for new topsoiling shall be either stored or disposed of as directed by the Owner; obtain the Owner's decision.

3.6 TREE REMOVAL

- A. Where indicated or directed, trees and stumps that are designated as trees shall be removed from areas outside those areas designated for clearing and grubbing. This work shall include the felling of such trees and the removal of their stumps and roots.

3.7 DISPOSAL OF MATERIALS

- A. All cleared material shall become the property of the Contractor and shall be hauled off site immediately and disposed of legally after obtaining necessary permits.
- B. Do not burn cleared material on site unless pit burning permits or other necessary permits, have been obtained by the Contractor through all relative governmental agencies.

3.8 TREE PROTECTION

- A. Tree protection shall be as shown on the Landscape Plans or as directed by the Owner or Arborist.

3.9 REPAIR FOR DAMAGED TREES:

- A. Damaged trees to remain shall be repaired or replaced as directed by the Owner or Arborist.

END OF SECTION E

SECTION F
EARTHWORK

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall provide all labor, materials, equipment and incidentals necessary for the following:
 - 1. Site clearing.
 - 2. Earth moving and excavation.
 - 3. Rock removal.
 - 4. Rough and Finish Grading.
 - 5. Backfilling.
 - 6. Filling.
 - 7. Compacting.
- B. The Contractor shall provide barricades, warning signs, and warning lights around open excavations as necessary to prevent injury to persons.
- C. The Contractor is solely responsible for determining the potential for injury to persons and damage to property. Where such potential is present, the Contractor shall take appropriate measures to protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.

1.2 REFERENCE DOCUMENTS

- A. Georgia Department of Transportation Standard Specifications, 2001 Edition
- B. American Society for Testing and Materials
 - 1. ASTM D422-63(2002)e1 Standard Test Method for Particle-Size Analysis of Soils
 - 2. ASTM D698-00ae1 Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/cu. ft.)
 - 3. ASTM D1556-00 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method
 - 4. ASTM D1557-02e1 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/cu. ft.)
 - 5. ASTM D2216-05 Standard Test Methods for Laboratory Determination of Water (Moisture) Content of Soil, and Rock by Mass
 - 6. ASTM D2487-06 Standard Practice for Classification of Soils for Engineering Purposes (Unified Soil Classification System)

7. ASTM D2922-05 Standard Test Methods for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
8. ASTM D2937-04 Standard Test Method for Density of Soil in Place by the Drive-Cylinder Method
9. ASTM D3017-05 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
10. ASTM D4318-05 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils

1.3 SUBMITTALS

- A. Test Reports: Testing laboratory will submit the following reports directly to the Owner and shall copy the Contractor:
 1. Analysis of soil materials, whether procured on or off site, and including fill, backfill, and borrow materials.
 2. Verification of each footing subgrade.
 3. In-place density test reports.
 4. Moisture-density relationship test reports.
 5. Compressive strength or bearing test reports.

- B. Material Source: Submit name of imported materials suppliers. Provide materials from same source throughout the Work. Change of source requires the Owner's approval.

1.4 QUALITY ASSURANCE

- A. Testing Laboratory Services: The Contractor will secure and pay for the services of a Testing Agency to classify existing soil materials, to recommend and to classify proposed borrow materials when necessary, to verify compliance of materials with specified requirements, and to perform required field and laboratory testing.

- B. Coordinate and schedule in a timely manner with the Testing Agency the following quality control items:
 1. Obtain samples of the structure fill from the borrow site.
 2. Determine particle size, liquid limit, plastic limit, plasticity index and maximum density of each type of soil.
 3. Observe proofrolling.
 4. Perform a sufficient number of field density tests to verify compaction and structural fill.

 6. Verify quantities of material removed and quantities of material placed where Unit Prices are involved.

1.5 PAYMENT

- A. Earth Excavation: Removal, reuse, and disposal of earth and other naturally occurring or man-made materials encountered other than materials classified as rock or unnecessary excavation. The cost of earth excavation shall be included in the cost of general construction.
- B. Rock Excavation: Excavation and disposal of rock material occurring as boulders or in beds, ledges, unstratified masses, and conglomerate deposits and which cannot be removed by the excavating equipment referenced below without the aid of systematic drilling and blasting. Drilling or blasting in order to increase productivity will not be cause for classification of materials as rock excavation.
 - 1. General Excavation: A single-tooth ripper drawn by a crawler tractor having a draw bar pull rated at not less than 56,000 pounds (Caterpillar D-8K or equivalent) or a front-end loader with a minimum bucket breakout force of 25,600 pounds (Caterpillar 977 or equivalent).
 - 2. Drilled Excavation: Use a rock auger if an earth auger hits refusal. When rock auger fails to advance 12" in 30 minutes the material will be classified as rock.
 - 4. Measurement: Perform rock excavation only after material has been cross-sectioned and classified, and after approval has been obtained.
 - 5. Measurement of rock excavation shall be the volume actually removed but shall in no case exceed the following:
 - a. Two feet outside of concrete forms other than at footings.
 - b. One foot outside of concrete forms for footings.
 - c. Six inches outside of required minimum dimensions of concrete cast against grade.
 - d. Required subgrade elevation beneath concrete slabs on grade, and allowing for capillary water barrier, where required or as directed by testing agency.
 - 6. Payment: Rock excavation will be paid on the basis of unit prices included in the contract documents. The unit price paid for rock excavation includes its replacement with approved materials.

1.6 SITE CONDITIONS

- A. Traffic: Do not interfere with or close public ways without permission of governing authorities.
- B. Existing Site Utilities:
 - 1. Advise utility companies of excavation activities before starting excavations. Contractor shall enlist the services of a locating company to locate and identify all underground utilities passing through work area before starting work.
 - 2. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the Owner immediately for directions. Cooperate with the Owner and/or utility companies in keeping respective services and facilities in operation. Repair damaged utilities to satisfaction of utility the Owner.

3. Protect existing utilities indicated to remain.
4. Do not interrupt existing utilities without advance notice to and written approval from the Owner.
5. Repair damaged utilities to satisfaction of utility company, at no additional cost to the Owner.
6. Demolish and completely remove from the site all existing underground utilities indicated on the Drawings to be removed. Coordinate with utility companies for shut-off of services if lines are active.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Where sufficient approved materials are not available from required excavations on site, obtain and pay for materials from approved sources off site without charge to the Owner.
- B. For each soil material proposed for use as fill or backfill, whether obtained on or off site, testing laboratory shall classify soil material, develop Proctor curve, and perform any other tests required.
- C. Obtain approval of the Owner for each soil material.
- D. Topsoil: Friable clay loam surface soil.
- E. Satisfactory Topsoil: Fertile agricultural soil, typical for locality, capable of sustaining vigorous plant growth; free of subsoil, rocks larger than 1/2 inch in diameter, toxic matter, plants, weeds, and roots.
- F. Fill Materials: Materials classified as satisfactory.
- G. Unsatisfactory Soil Material ASTM D2487-06:
 1. OL (organic clay).
 2. OL (organic silt).
 3. CH (fat clay).
 4. MH (elastic silt).
 5. OH (organic clay).
 6. OH (organic silt).
 7. PT (peat).

PART 3 - EXECUTION

Earthwork
Historic Fourth Ward Skatepark Expansion

3.1 PREPARATION

A. Stripping Topsoil:

1. Strip areas to be occupied by pavements, areas to be filled, and all areas to be impacted by construction activities. Strip topsoil to subsoil depth. Strip only materials that conform to the topsoil specification above.
2. Stockpile topsoil on site, located where it will not interfere with the work.

B. Re-spreading Topsoil: Elsewhere in Division 2.

C. Protection: Provide markers indicating limits of work and clear identification of items and areas requiring protection.

D. Provide barricades, warning signs, and warning lights around open excavations as necessary to prevent injury to persons.

E. The Contractor is solely responsible for determining the potential for injury to persons and damage to property.

1. Where such potential is present, take appropriate protective measures.
2. Protect persons from injury and protect existing and new improvements from damage caused directly or indirectly by construction operations.

3.2 EROSION CONTROL

A. Prevent erosion or displacement of soils and discharge of soil-bearing water runoff to adjacent properties and waterways.

B. Provide erosion control during the entire project in accordance with the "Manual for Erosion and Sediment Control in Georgia".

C. See Temporary Erosion and Sediment Control as described and shown on the Construction Documents

3.3 PROTECTION OF TREES

A. Provide temporary guards to protect trees and vegetation to remain. Place guards so as to prevent all forms of vehicular traffic or parking within drip lines.

1. Do not allow excess foot traffic within drip lines.
2. Do not stockpile construction materials, soil, or aggregates within drip lines.
3. Water trees and other vegetation to remain within limits of the area of construction activities as required to maintain their health during the course of construction operations.

- B. Engage a qualified arborist to remove branches or roots to the extent required by this specification or shown on the drawings.
- C. Excavate within drip line of trees only where indicated.
- D. Where excavation must occur within drip line, hand excavate to avoid damage to roots. Minimize over-excavation by providing sheeting in lieu of sloped embankments.
 - 1. Reestablish exposed roots in areas to be backfilled where practicable. Extend excavation along major roots to facilitate gradual bending of roots into backfill areas. Cut roots only where roots cannot be reestablished.
 - 2. Where root system is damaged or cut back, prune branches to maintain root/branch balance.
- E. Immediately protect exposed roots until reestablishment in backfill. Cover with approved mulching material and keep continuously moist.
- F. Maintain existing grade within drip line of trees, unless otherwise indicated.
- G. Lowering Grades:
 - 1. Follow recommendations of arborist to achieve required grades and optimize chances of survival for trees. Use hand excavation within drip line.
 - 2. Prune branches as recommended by arborist and provide further maintenance as recommended by arborist until substantial completion.
 - 3. Submit arborist's written instructions for the Owner's continued maintenance after substantial completion of the project.
- H. Raising Grades:
 - 1. Minor fills less than 6 inches: Place specified topsoil without compacting, and finish grade by hand.
 - 2. Moderate fills, 6 to 12 inches:
 - a. Place aggregate fill on existing grade. On all sides of tree trunk, hand place aggregate fill within an 18 inch radius of trunk up to a level approximately 2 inches above finish grade.
 - b. Elsewhere within drip line, hand place aggregate fill up to 6 inches below finish grade, then hand place 6 inches of topsoil to finish grade. Slightly over fill to allow for future settlement.
 - c. Finish grade by hand without compacting fill.
- I. Where cutting is required, cut branches and roots using properly sharpened tools and without breaking members.
- J. Promptly repair any damaged trees to prevent death or loss of vigor. Where the Contractor's operations result in dead or severely damaged trees, remove trees and provide new trees of similar size, except provide 6-inch-caliper trees to replace existing trees over 6 inches caliper. Species as selected by the Owner.

3.5 DEWATERING

- A. Do not allow surface or ground water to flow into or accumulate in excavations.
- B. Do not allow water to flow in an uncontrolled fashion across the project site or to erode slopes or to undermine foundations. Do not allow water to be diverted onto adjacent properties. Arrange excavation operations so as to provide continual and effective drainage of excavations.
- C. Provide and maintain temporary diversion ditches, dikes, and grading as necessary; do not use trench excavations for this purpose. When required by surface or subsurface water conditions, provide sumps, wellpoints, French drains, pumps, and other control measures necessary to keep excavations free of water. When existence of ground water near or above final excavation level is indicated or suspected, provide control measures prior to excavating to water level and maintain water level continuously below working level.

3.6 EXCAVATION

- A. General: Excavation includes the removal of any materials necessary to achieve the required subgrade elevations and includes reuse or disposal of such materials.
- B. Unnecessary Excavation: The expense of excavation of materials outside of limits indicated or ordered in writing by the Owner and the correction thereof to the satisfaction of the Owner shall be borne by the Contractor.
 - 1. Unnecessary excavation other than under footings: Either place compacted fill or otherwise correct conditions, as required by the Owner.
- C. Approval of Subgrade: Notify the Owner when required elevations have been reached.
 - 1. When required by the Owner due to the unforeseen presence of unsatisfactory materials or other factors, perform additional excavation and replace with approved compacted fill material in accordance with the Owner's instructions.
 - 2. Payment for unforeseen additional work will be made in accordance with established unit prices or, if none, in accordance with provisions for changes in the work. No payment will be made for correction of subgrades improperly protected against damage from freeze-thaw or accumulation of water, or for correction of otherwise defective subgrades.
- D. Excavation Stabilization: Wherever it is possible to slope faces of excavations to achieve stabilization, do so in compliance with requirements of governing authorities. Otherwise, provide shoring and bracing. Design, provide, maintain, and remove shoring and bracing in compliance with requirements of the governing authorities. Remove temporary shoring and bracing when stabilization is no longer required.

- E. Provide protection for workers within trench areas in accordance with local, State, and Federal Occupational Safety and Health requirements and regulations.
 - 1. Slope, shore, sheet, or brace excavation side walls greater than 5 feet in depth.
 - 2. Provide lateral travel distance to excavation exit ladder or steps maximum 25 feet for trenches minimum 4 feet in depth.

3.7 BACKFILLING

- A. Preparation: Backfill excavations as soon as practicable. Complete the following operations before backfilling:
 - B. Inspection and acceptance of below-grade construction.
 - C. Remove temporary shoring and bracing as the work progresses and when its use is no longer necessary.
 - D. Installation: Place approved soil materials in layers to required elevations. Do not place material on muddy or frozen surfaces or on surfaces containing frost.
 - E. Installation: Place satisfactory soil materials in layers to required subgrade elevations.

3.8 FILLING

- A. Preparation: Verify that area has been stripped of vegetation including roots below grade. Remove and dispose of any unsatisfactory soils.
 - 1. When filling slopes steeper than 1 in 4 rise, plow, step, or break up surfaces to a depth of at least 6 inches to promote bond of new to existing material.
 - 2. Break up existing pavement in areas indicated before filling over.
 - 3. Should density of subgrade to receive fill be less than specified for fill, break up and pulverize subgrade to a depth of at least 6 inches, moisture condition if necessary, and re-compact to required density at optimum moisture content.
- B. Installation: Place fill materials to required elevations in lifts of required depth. Provide fill materials beneath each area as indicated.
 - 1. Planted areas: Satisfactory soil materials.

3.10 FILL PLACEMENT

- A. Place fill or backfill lifts such that compaction true to grade and level is accomplished with a

minimum of surface disturbance and segregation or degradation of materials. Maintain grade control and cross section by means of line and grade stakes. Maintain moisture content within prescribed limits during placing and compacting.

- B. Do not place structural fill on subgrade that contains frost, mud or is frozen.
- C. After proofrolling, and where required and approved by the Testing Agency, the structural fill shall be placed and compacted in layers of six inch thickness.
- D. Do not place backfill on subgrade that contains frost, or is frozen.

3.11 COMPACTION

- A. Place materials used in backfilling and filling in layers not exceeding loose depths as follows, unless noted otherwise:
 - 1. Heavy equipment compaction: 8 inches.
 - 2. Hand-operated tampers: 4 inches.
- B. Place material simultaneously on opposite sides of the well, utility lines, etc. to avoid displacement or overstressing.
- C. In-Place Density Requirements: Compact soil to not less than the values given below, expressed as a percentage of maximum density at optimum moisture content.
 - 1. Fill, embankment, and backfill under grassed areas, 87-90%.
- D. Moisture Control: During compaction, control moisture of subgrades and subsequent lifts to within tolerances from optimum moisture content as recommended by testing laboratory. Wet surface with water when additional moisture is required. Aerate soil to aid in drying or replace soil when excessive moisture is present.

3.12 GRADING

- A. General: Smooth grade to a uniform surface that complies with compaction requirements and required lines, grades, and cross sections and is free from irregular surface changes.
- B. Provide a smooth transition between existing adjacent grades and changed grades. Cut out soft spots, fill low spots, and cut down high spots to conform to required surface tolerances.

3.13 PROOFROLLING

- A. After excavation and before any fill placement, fill areas shall be proofrolled with two coverages of a loaded dump truck or scraper.

- B. After completion of required compaction and immediately prior to proceeding with subsequent construction, proofroll in the presence of testing laboratory representative.
- C. Proof roll using a heavy pneumatic-tired vehicle having four tires abreast, each tire loaded to 30,000 pounds and tire inflated to manufacturer's recommended pressure. Provide 30 coverages of the area to be proof rolled, one coverage being defined as the application of one tire print over the entire area. Maintain optimum moisture content during proof rolling. In areas which show pumping or which are otherwise unsatisfactory, undercut fill material and replace with compacted fill, or stabilize in place, as required by the Owner.

3.14 FIELD QUALITY CONTROL:

- A. Testing Laboratory Services: Provide timely notice to testing laboratory. Do not proceed with construction until testing of each subgrade and lift of fill or backfill has been performed and required inspections and approvals have been obtained.
- B. In-Place Density Tests: ASTM D1556-00 (sand cone method) or ASTM D2922-05 (nuclear method), as applicable. ASTM D2922-05 shall be used only to test granular base material beneath pavement. When ASTM D2922-05 is used, check and adjust calibration curves using ASTM D1556-00 only.
- C. If testing service reports indicate that subgrade or fills are below specified density, scarify or remove and replace to the required depth, recompact, and retest at no cost to the Owner.

3.15 MAINTENANCE

- A. Completed Areas: Protect from damage by pedestrian or vehicular traffic, freezing, erosion, and contamination with foreign materials. Repair and re-establish grades to specified tolerances in settled, eroded, or rutted areas.
- B. Damaged Areas: Where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction and whether due to subsequent construction operations or weather conditions, restore materials to required conditions: Scarify or remove and replace to the required depth, return to optimum moisture content, and compact materials to the required density before continuing construction.
- C. Correction: Should settling occur within the project correction period, remove finished surfacing, add additional approved material, compact material, and reconstruct surfacing. Construct surfacing to match and blend in with adjacent surfacing as nearly as practicable.

3.16 DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Properly dispose of any excess or unsatisfactory topsoil off site.

- B. Remove any material not required for use on the project (including unsatisfactory soil, excess satisfactory soil, trash, and debris) and legally dispose of it off the Owner's property.
- C. Remove any unsatisfactory soil, trash, debris, and other materials not required for use on the project and legally dispose of it off the Owner's property.
- D. On-site burning is not permitted.

END OF EARTHWORK SECTION

SECTION G
GROUND COVER SEEDING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section Includes:

- 1. Seeding.
- 2. Hydro seeding
- 3. Planting soils and soil amendments.
- 4. Erosion-control material(s).

- B. The work of this Section consists of providing all labor, equipment, materials, incidental work, and construction methods necessary to supply and place planting soils as indicated on the Contract Documents and as specified. Supplying and placement of planting soils shall include, but not be limited to:

- 1. Sampling and testing of existing on-site topsoil.
- 2. Modifying, screening, placing, spreading and grading of modified topsoil or loam borrow.
- 3. Providing all other sampling, testing, supplying, placing, spreading and grading of planting soils as required by this Section.

- C. Related Sections:

- 1. Civil sections for site clearing and earthwork.
- 2. Division 32 Section "Plants" for landscape

1.3 UNIT PRICES

- A. Work of this section is affected by unit prices specified in Division 01 Section "Unit Prices."

- 1. Unit prices apply to authorized work covered by quantity allowances.
- 2. Unit prices apply to additions and to deletions from Work as authorized by Change Orders.

1.4 DEFINITIONS

- A. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- B. Finish Grade: Elevation of finished surface of planting soil.

- C. **Manufactured Topsoil:** Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- D. **Pesticide:** A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- E. **Pests:** Living organisms that occur where they are not desired or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- F. **Planting Soil:** Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and organic fertilizers to produce a soil mixture best for plant growth.
- G. **Subgrade:** Surface or elevation of subsoil remaining after excavation is complete, or top surface of a fill or backfill before planting soil is placed.
- H. **Subsoil:** All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- I. **Surface Soil:** Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil, but in disturbed areas such as urban environments, the surface soil can be subsoil.
- J. **TMECC:** Test Methods for Evaluating Compost and Compost Manufactures.
- K. **USCC:** United States Composting Council.
- L. **Weeds:** Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass and other unspecified growth.

1.5 SUBMITTALS

- A. **General:** At least 30 days prior to ordering materials, the Contractor shall submit to the Owner samples, certifications, manufacturer's product data, and certified test results for materials as specified below for approval in conformance with the requirements of Division 01 Section "Submittals." No materials shall be ordered or delivered until the required submittals have been reviewed and approved by the Owner. Delivered materials shall closely match the approved samples. Approval shall not constitute final acceptance. the Owner reserves the right to reject, on or after delivery, any material that does not meet these Specifications.
- B. **Benchmark Material Test Reports:** For existing in-place surface soil. Analysis to be done 30 days prior to Microbiology test.
 1. For each un-amended soil type, furnish soil analysis and a written report by a qualified soil-testing laboratory stating percentages of organic matter; gradation of sand, silt, and clay content; cation exchange capacity; sodium absorption ratio; deleterious material; pH; and mineral and plant-nutrient content of the soil.
 2. Testing methods and written recommendations shall comply with USDA's Handbook No. 60.

3. Report suitability of tested soil for plant growth. Test shall list separate recommendations for turf and for plants. Based upon the test results, state recommendations for soil treatments and soil amendments to be incorporated. State recommendations in weight per 1000 sq. ft. or volume per cu. yd. for nitrogen, phosphorus, and potash nutrients and soil amendments to be added to produce satisfactory planting soil suitable for healthy, viable plants. Request conversion for organic fertilizers. Report presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.
 4. Sampling locations shall be taken in a zig zag pattern across site, as recommended by the University of Georgia Cooperative Extension Publication C896 "Soil Testing Home Lawns, Gardens, and Wildlife Food Plots." Collect a minimum of 8 samples per job site acre and mix as indicated. Reference Publication C896 for sampling method and procedures. Submit samples to soil lab for analysis.
- C. Microbiology Material Test Reports: For compost and compost blanket
1. Collect two cups of compost from a pile that will be used to supply project. Samples shall be collected in a clean plastic container and ship immediately via Next Day Air to Soil Foodweb™ Oregon for Full Foodweb analysis. Do not freeze samples prior to sending. Analysis to include Total Bacteria, Total Fungi, Active Bacteria, Active Fungi, Protozoa, Nematodes, E. Coli, Electrical Conductivity and pH. Collect samples per sampling instructions provided by Soil Foodweb™ Oregon. Order form for Foodweb Biology report can be found at www.oreonfoodweb.com.
 2. Provide Soil Foodweb with Benchmark Material Test Report for Existing in-place surface soil.
 3. Microbiology report to provide recommendations on volume of compost necessary to achieve an organic content of 5% when mixed with surface soil.
 4. Analysis shall be less than 15 days old.
- D. Supplemental Material Test Reports: For compost and compost blanket
1. Sample stockpiles of compost. Collect two cups of compost from a pile that will be used to supply project. Furnish analysis and a written report by a STA Certified compost-testing laboratory stating percentages of organic matter by dry weight, moisture content by wet weight; pH; deleterious material; Stability; Particle Size, Maturity (Bioassay); Physical contaminants; Chemical contaminants; biological contaminants; and mineral and plant-nutrient content of the soil. Testing using TMECC methodologies. Written report to also include:
Suitability of tested soil for plant growth.
Presence of problem salts, minerals, or heavy metals, including aluminum, arsenic, barium, cadmium, chromium, cobalt, lead, lithium, and vanadium. If such problem materials are present, provide additional recommendations for corrective action.
 2. Lab analysis shall be less than 15 days old.
- E. Additional Microbiology Material Test Reports: For existing in-grade soil and planting soil after it is mixed with compost.
1. Existing Planting Soil: Sample and test Existing planting soil. The Contractor shall sample the topsoil of the construction site in the following manner:
 - a. Select one or both of the following alternatives. The first alternative is for testing of existing topsoil in place as a soil horizon. The second alternative is for the testing of existing topsoil that has been stockpiled into on-site piles.
 - b. Stockpiles shall be separated into 200 cubic yard piles and labeled in the field with a numbering system referenced in all soil samples and test results.
 2. Proposed Planting Soil: Sample and test proposed planting soil. The Contractor shall sample the topsoil in the following manner:

Topsoil: The Contractor shall provide a one cubic foot representative sample per each 200 cubic yard proposed stockpile of topsoil for testing. All stockpile sampling shall be per ASTM D5435 -03(2008) and Appendixes for securing samples from stockpiles.

Stockpiles shall be separated into 200 cubic yard piles and labeled in the field with a numbering system referenced in all soil samples and test results. Stockpiles shall be manufactured sufficiently in advance of testing so that pH, organic content, and carbon/nitrogen ratio have stabilized.

F. Other Soil Testing Requirements

1. Preparation of Samples: Contractor shall place these soil slices into a large, clean plastic container and mix thoroughly. Contractor shall take one cup of soil mixture and dry it at room temperature (do not dry samples in an oven or on a stove or radiator). Once soil is dry, place soil in sandwich size zip-type plastic bag and close it tightly. Label each sample on outside of bag, identifying sample by soil type and acre. Provide an approved site plan showing locations of stockpiles cross referenced to soil samples and test results.
2. Topsoil: The Contractor shall provide a one cubic foot representative sample per each 200 cubic yard proposed stockpile of topsoil for testing. All stockpile sampling shall be per ASTM D5435 -03(2008) and Appendixes for securing samples from stockpiles. Stockpiles shall be separated into 200 cubic yard piles and labeled in the field with a numbering system referenced in all soil samples and test results. Stockpiles shall be manufactured sufficiently in advance of testing so that pH, organic content, and carbon/nitrogen ratio have stabilized. Additionally, the Contractor shall provide up to three (3) from each park section, representative samples selected from loam after it has been spread and amended. Samples from spread and amended planting soils shall be taken from locations as directed by the Owner and packaged in the presence of the Owner. Testing will be at the Contractor's expense. Contractor shall deliver all samples to testing laboratories via overnight courier and shall have the testing report sent directly to the Owner. Perform all tests for gradation, organic content, soil chemistry and pH by University of Georgia Soil, Plant, and Water Laboratory, Athens, GA 30602-9105 via the appropriate Cooperative Extension Office. Testing reports shall include the following tests and recommendations. Contractor shall deliver samples to testing laboratories and shall have the testing report sent directly to the Owner from the Soil and plant Tissue Laboratory. Testing reports shall include the following tests and recommendations.
 - a. Mechanical gradation (sieve analysis) shall be performed and compared to the USDA Soil Classification System. To facilitate review and approval of sieve analysis, provide a computer generated gradation curve.
 - b. Chemical analysis shall be undertaken for Nitrate Nitrogen, Ammonium Nitrogen, Phosphorus, Potassium, Calcium, Magnesium, extractable Aluminum, Lead, Zinc, Cadmium, Copper, Soluble Salts, and pH and buffer pH.
 - c. Soil analysis tests shall show recommendations for organic soil additives to correct soils deficiencies as necessary, and for additives necessary to accomplish work as specified.
3. *Prior to planting but after mixing compost into existing soil*, send planting soil samples to Soil Foodweb™ Oregon for recommendations on soil amendments for shrubs, groundcovers, trees and turf. Sampling locations shall be taken in a zig zag pattern across site, as recommended by the University of Georgia Cooperative Extension Publication C896 "Soil Testing Home Lawns, Gardens, and Wildlife Food Plots." Collect a minimum of 8 samples per job site acre and mix as indicated. Reference Publication C896 for sampling method and procedures. Incorporate soil amendments as needed to meet Laboratory recommendations for achieving 5% organic matter in soil mix.

G. Product Data: For each type of product indicated.

1. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to this Project.
- H. Certification of Clover Seed: From seed vendor for each grass-seed monostand or mixture stating the botanical and common name, percentage by weight of each species and variety, and percentage of purity, germination, and weed seed. Include the year of production and date of packaging.
- I. Qualification Data: For qualified landscape Installer.
- J. Product Certificates: For soil amendments and organic fertilizers, from manufacturer.
- K. Material Test Reports: For existing in-place surface soil and imported or manufactured topsoil.
- L. Maintenance Submittals:
 1. Reports: Maintenance Contractor shall provide a monthly report along with invoice fully describing work performed, deviations from base conditions and corrective actions taken inclusive of any reports by subs such as horticulturist, and a "look ahead" for any anticipated actions in the coming month that are not part of the normal monthly activities.

1.6 QUALITY ASSURANCE

- A. All landscaping shall be performed by the same Contractor and shall be a firm specializing in this work and must have a minimum of 5 years experience.
- B. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful turf establishment.
 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress
 2. Pesticide Applicator: State licensed, commercial.
- C. Benchmark Soil-Testing Laboratory Qualifications: An independent or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- D. Microbiology Compost Testing Laboratory Qualifications: Soil Foodweb™ Oregon, LLC or the Owner approved equal.
- E. Supplemental Compost Testing Laboratory Qualifications: An independent or university laboratory with the experience and capability to conduct the testing indicated and approved by the USCC's STA program. All compost tests shall be performed using the TMECC Methods.
- F. Preinstallation Conference: Conduct conference at Project site to comply with requirements of Division 01 "Project Meetings".

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws, as applicable.
- B. Bulk Materials:

1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
3. Accompany each delivery of bulk organic fertilizers, lime, and soil amendments with appropriate certificates.

1.8 WARRANTY

- A. It is the responsibility of the Contractor to make known any site conditions which may be harmful or growth inhibiting to the plan materials specified, prior to the installation of said materials.
- B. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
- C. Failures include, but are not limited to, the following:
Death and unsatisfactory growth, except for defects resulting from abuse, , or neglect by the Owner, or incidents that are beyond Contractor's control. Warranty shall cover any plant loss due to weather damage to plants installed out of normal planting season.
 1. Warranty Periods from Date of Substantial Completion :Seed and/or Hydroseed **24 months.**

1.9 PROJECT CONDITIONS

- A. Examination of Conditions:
 1. All areas of the existing site where topsoil is to be sampled for testing shall be inspected by the Contractor before starting work and any issues that might inhibit or prevent the sampling operation shall be reported to the Owner prior to beginning this work.
 2. The Contractor and any sub-Contractor responsible for the execution of the Work of this Section, shall review and confirm in writing that the subsoil elevations have been brought to the proper subgrade elevations prior to proceeding with the spreading of the loam borrow.
 3. The Contractor and any sub-Contractor responsible for the execution of the Work of this Section shall review the subgrades and verify that the subgrades have been prepared as required by this Section prior to proceeding with the spreading of the loam borrow. Carefully review the requirements of this Section, to understand the requirements of percolation testing, compaction, slope and absence of debris of the subgrade prior to spreading of the loam borrow.
 4. The Contractor shall be solely responsible for judging the full extent of work requirements involved, including but not limited to sampling and testing of on-site stockpiles of delivered off-site loam borrow prior to final planting installation.
- B. Planting Restrictions: Coordinate installation of seed during normal planting seasons for each type of plant materials required.
- C. Temporary Grassing:

1. If a project requires grassing outside of the recommended planting season, the Contractor shall install, at his expense, temporary grassing until such time as permanent grassing can be installed.
 2. Temporary grassing shall be winter rye (*Lolium multiflorum*) and shall be applied at a rate of 10 pounds per 1000 square feet. At time of permanent grassing the Contractor shall kill existing temporary grass with contact herbicide, disc, fine grade and compact soil to properly receive sod or seed.
- D. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

1.10 MAINTENANCE SERVICE

- A. Initial Maintenance Service: Provide full maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after each area is planted and continue until acceptable cover is established but for not less than the following periods:
1. Seeded Groundcover: From time of installation until time of Final Acceptance and for the term of the 2-year maintenance period thereafter. When initial maintenance period has not elapsed before end of planting season, or if turf is not fully established, continue maintenance during next planting season.
- B. Continuing Maintenance Proposal: From Installer to the Owner, in the form of a standard yearly (or other period) maintenance agreement, starting on date initial maintenance service is concluded. State services, obligations, conditions, and terms for agreement period and for future renewal options.

PART 2 - PRODUCTS

2.1 SEED

- A. Seed: Fresh, clean, dry, new-crop seed complying with AOSA's "Journal of Seed Technology; Rules for Testing Seeds" for purity and germination tolerances.
- B. Seed Species: Seed of clover species as follows, with not less than 95 percent germination, not less than 95 percent pure seed, and not more than 0.5 percent weed seed:
1. Full Sun: Bermudagrass (*Cynodon dactylon*).

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 2. Provide lime in form of ground dolomitic limestone.

- B. Sulfur: Granular, biodegradable, and containing a minimum of 90 percent sulfur, with a minimum of 99 percent passing through No. 6 sieve and a maximum of 10 percent passing through No. 40 sieve.
- C. Iron Sulfate: Granulated ferrous sulfate containing a minimum of 20 percent iron and 10 percent sulfur.
- D. Aluminum Sulfate: Commercial grade, unadulterated.
- E. Perlite: Horticultural perlite, soil amendment grade.
- F. Agricultural Gypsum: Minimum 90 percent calcium sulfate, finely ground with 90 percent passing through No. 50 sieve.
- G. Sand: Clean, washed, natural or manufactured, and free of toxic materials.

2.3 ORGANIC SOIL AMENDMENTS

- A. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
 - 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.
- B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, and material harmful to plant growth.
- C. Water: Potable

2.4 ORGANIC COMPOST

- A. Nutrient Grade Compost: Well-composted, stable, and weed-free organic matter, pH range of 6.0-8.5; moisture content 30-60 percent by wet weight basis; 98 percent passing through 3/4-inch (19-mm) sieve; soluble salt content of 5 decisiemens/m maximum; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

<u>Plant Nutrients</u>	<u>%, dry weight basis</u>	<u>TMECC Method</u>
Nitrogen	>1.2	4.02D
Phosphorus	>0.50	Calc.
Potassium	>0.50	Calc
Calcium	>0.90	4.05
Magnesium	>0.20	4.05

- 1. Organic Matter Content: 45 to 70 percent of dry weight. TMECC 5.07-A
- 2. Stability evolution rate of less than 8 (6) TMECC 5.08-F777 test method
- 3. Chemical contaminants to meet or exceed US EPA Class A standard, 40 CFR § 503.13, Tables 1 and 3 levels
- 4. Biological contaminants, including select pathogens, fecal coliform bacteria and salmonella to meet or exceed US EPA Class A Standard, 40 CFR § 503.32(a) levels. Method 9221E

5. Maturity (Bioassay) for Seed Emergence and Seedling Vigor shall be minimum 90 percent. TMECC 05.05-A test method
6. Carbon-to-Nitrogen Ratio (C:N) ~15 +/- 1

B. Biological requirements for Organic Compost include:

1. Testing shall be done for Active Bacteria, Total Bacteria, Active Fungi, Total Fungi, Flagellates, Amoebae, Ciliates, Total Nematodes, Actino Bacteria, Plant Available N supply and details on the Nematodes found including type, genus and quantity.
2. Flagellates present: 10,000 / gram minimum
3. Amoebae present: 10,000 / gram minimum
4. Ciliates present: 10,000 / gram minimum
5. Total Nematodes: 20 / gram
6. Organism Biomass Ratios shall be in the range of:
 - a. Total Fungi to Total Bacteria: 0.75 to 1.5
 - b. Active Fungi to Total Fungi: .01 to 0.1
 - c. Active Bacteria to Total Bacteria: .01 to 0.1
 - d. Active Fungi to Active Bacteria: 0.75 to 1.5

2.5 ORGANIC FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Organic Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.6 PLANTING SOILS

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 5.5 to 7, a minimum of 4 > percent organic material content; free of stones ¼- inch or larger in any dimension and other extraneous materials harmful to plant growth.

2.7 MULCHES

- A. Shredded Bark Mulch: Biodegradable, shredded hardwood mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.
- C. Provide 50-50 mix of fiber and compost or as otherwise directed by the Owner to match mulch used in Phase 1.

2.8 PESTICIDES

- A. General: Only organic pesticides such as Neem Oil and Pyrethrin are acceptable. Contractor shall follow generally accepted organic land care practices in the maintenance of the Project.
- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.9 EROSION-CONTROL MATERIALS

- A. Erosion-Control Fiber Mesh: Biodegradable burlap or spun-coir mesh, a minimum of 0.92 lb/sq. yd., with 50 to 65 percent open area. Include manufacturer's recommended steel wire staples, 6 inches long.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting performance.
 - 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 - 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 - 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 - 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by the Owner and replace with new planting soil.
- D. Beginning of installation means acceptance of existing condition.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities, trees, shrubs, and plantings from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.3 SEEDED GROUNDCOVER AREA PREPARATION

- A. Limit subgrade preparation to areas to be planted in the immediate future.
- B. Newly Graded Subgrades: In areas where soil has been compacted during construction, loosen subgrade to a depth of 12 – 15 inches. Remove stones larger than 1/2 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off the Owner's property.
- C. Planting Soil - Compost- Loosen subgrade to a minimum depth of 4 inches. Remove stones larger than 1/2 inch in any dimension roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth and legally dispose of them off the Owner's property.
 - 1. Ratio of Loose Compost to Surface Soil by Volume: To be determined by Microbiology Material Test Report.
 - 2. Ratio of inorganic soil amendments to Surface Soil by Volume: To be determined by Additional Microbiology Material Test Report.
 - a. Spread Planting Soil to a depth not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet. Till soil to a homogeneous mixture of fine texture into top 6" of soil.
 - 3. Water soil thoroughly and allow soil to settle for not less than seven (7) days.
- D. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades
- E. Planting Soil Stabilization for Slopes greater than 3:1: Compost Blanket. Mix specified seed with compost blanket, using equipment specifically designed for compost blanket application. Continue mixing until uniformly blended into homogeneous mix suitable for application. Spread Compost Blanket to depth specified. Install per manufacturer's written specifications.
- F. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Grade to within plus or minus 1/2 inch of finish elevation. Roll and rake, remove ridges, and fill depressions to meet finish grades. Limit finish grading to areas that can be planted in the immediate future.
- G. Moisten prepared area before planting if soil is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.
- H. Before planting, obtain the Owner's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 PREPARATION FOR EROSION-CONTROL MATERIALS

- A. Prepare area as specified in "Seeded Groundcover Area Preparation" Article.
- B. For erosion-control mats, install planting soil in two lifts, with second lift equal to thickness of erosion-control mats. Install erosion-control mat and fasten as recommended by material manufacturer.
- C. Fill cells of erosion-control mat with planting soil and compact before planting.

- D. For erosion-control blanket or mesh, install from top of slope, working downward, and as recommended by material manufacturer for site conditions. Fasten as recommended by material manufacturer.
- E. Moisten prepared area before planting if surface is dry. Water thoroughly and allow surface to dry before planting. Do not create muddy soil.

3.5 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
 - 1. Do not use wet seed or seed that is moldy or otherwise damaged.
 - 2. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 2 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with erosion-control mats where shown on Drawings; install and anchor according to manufacturer's written instructions.
- E. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
 - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

3.6 HYDROSEEDING

- A. Hydroseeding: Mix specified seed, organic fertilizer, and fiber mulch in water, using equipment specifically designed for hydroseed application. Continue mixing until uniformly blended into homogeneous slurry suitable for hydraulic application.
 - 1. Apply slurry uniformly to all areas to be seeded. Apply slurry at a rate to obtain the specified seed-sowing rate.

3.7 GROUNDCOVER MAINTENANCE

- A. Maintain and establish groundcover by performing operations as required to establish healthy, viable groundcover. Roll, regrade, and replant bare or eroded areas and remulch to produce a uniformly smooth groundcover. Provide materials and installation the same as those used in the original installation.
 - 1. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace materials and groundcover damaged or lost in areas of subsidence.
 - 2. In areas where mulch has been disturbed by wind or maintenance operations, add new mulch and anchor as required to prevent displacement.

3. Apply treatments as required to keep groundcover and soil free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards.

3.8 SATISFACTORY GROUND COVER

- A. Groundcover installations shall meet the following criteria as determined by the Owner:
 1. Satisfactory Seeded Groundcover: At end of maintenance period, a healthy, uniform, close stand of clover has been established, free of weeds and surface irregularities. Scattered bare spots exceeding 4 inches by 4 inches shall not total more than one square foot (1 SF) in any 100 square foot area.
- B. Use specified materials to reestablish groundcover that does not comply with requirements and continue maintenance until groundcover is satisfactory.

3.9 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with requirements of authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with the Owner's operations and others in proximity to the Work. Notify the Owner before each application is performed.
- B. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.10 CLEANUP AND PROTECTION

- A. Clean wheels of vehicles before leaving site to avoid tracking soil onto roads, walks, or other paved areas.
- B. Erect temporary fencing or barricades and warning signs as required to protect newly planted areas from traffic. Maintain fencing and barricades throughout initial maintenance period and remove after plantings are established.
- C. Remove nondegradable erosion-control measures after grass establishment period.

END OF GROUND COVER SEEDING SECTION

SECTION H
PLANTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Special Conditions and Sections A through G, apply to this Section.

1.2 SUMMARY

- A. Section Includes:
1. Shrubs.
 2. Ground Covers.
 3. Plants.
 4. Planting soils and soil amendments.
 5. Fertilizers and Mulches
 6. Initial Maintenance of Landscape Material
- B. Related Sections:
1. Section "Temporary Tree and Plant Protection" for protecting, trimming, pruning, repairing, and replacing existing trees to remain that interfere with, or are affected by, execution of the Work.
 2. Civil sections for site demolition and earthwork.
 3. Section "Groundcover and Seeding" for meadow planting, hydroseeding, erosion-control materials and planting soils and soil testing.

1.3 UNIT PRICES

- A. Work of this Section is affected by unit prices specified in the Section contained in these documents and referenced as "Unit Prices."
1. Unit prices apply to authorized work covered by quantity allowances.
 2. Unit prices apply to additions to and deletions from Work as authorized by Change Orders.

1.4 DEFINITIONS

- A. Backfill: The earth used to replace or the act of replacing earth in an excavation.
- B. Balled and Burlapped Stock: Plants dug with firm, natural balls of earth in which they were grown, with ball size not less than sizes indicated; wrapped with burlap, tied, rigidly supported, and drum laced with twine with the root flare visible at the surface of the ball as recommended by ANSI Z60.1.
- C. Balled and Potted Stock: Plants dug with firm, natural balls of earth in which they are grown and placed, unbroken, in a container. Ball size is not less than sizes indicated.
- D. Container-Grown Stock: Healthy, vigorous, well-rooted plants grown in a container, with a well-

Plants

Historic Fourth Ward Skatepark Expansion

established root system reaching sides of container and maintaining a firm ball when removed

from container. Container shall be rigid enough to hold ball shape and protect root mass during shipping and be sized according to ANSI Z60.1 for type and size of plant required.

- E. Duff Layer: The surface layer of native topsoil that is composed of mostly decayed leaves, twigs, and detritus.
- F. Fabric Bag-Grown Stock: Healthy, vigorous, well-rooted plants established and grown in-ground in a porous fabric bag with well-established root system reaching sides of fabric bag. Fabric bag size is not less than diameter, depth, and volume required by ANSI Z60.1 for type and size of plant.
- G. Finish Grade: Elevation of finished surface of planting soil.
- H. Manufactured Topsoil: Soil produced off-site by homogeneously blending mineral soils or sand with stabilized organic soil amendments to produce topsoil or planting soil.
- I. Pesticide: A substance or mixture intended for preventing, destroying, repelling, or mitigating a pest. This includes insecticides, miticides, herbicides, fungicides, rodenticides, and molluscicides. It also includes substances or mixtures intended for use as a plant regulator, defoliant, or desiccant.
- J. Pests: Living organisms that occur where they are not desired, or that cause damage to plants, animals, or people. These include insects, mites, grubs, mollusks (snails and slugs), rodents (gophers, moles, and mice), unwanted plants (weeds), fungi, bacteria, and viruses.
- K. Planting Area: Areas to be planted.
- L. Planting Soil: Standardized topsoil; existing, native surface topsoil; existing, in-place surface soil; imported topsoil; or manufactured topsoil that is modified with soil amendments and organic fertilizers to produce a soil mixture best for plant growth.
- M. Plant; Plants; Plant Material: These terms refer to vegetation in general, including trees, shrubs, vines, ground covers, ornamental grasses, bulbs, corms, tubers, or herbaceous vegetation.
- N. Root Flare: Also called "trunk flare." The area at the base of the plant's stem or trunk where the stem or trunk broadens to form roots; the area of transition between the root system and the stem or trunk.
- O. Stem Girdling Roots: Roots that encircle the stems (trunks) of trees below the soil surface.
- P. Subgrade: Surface or elevation of subsoil remaining after excavation is complete, or the top surface of a fill or backfill before planting soil is placed.
- Q. Subsoil: All soil beneath the topsoil layer of the soil profile, and typified by the lack of organic matter and soil organisms.
- R. Surface Soil: Soil that is present at the top layer of the existing soil profile at the Project site. In undisturbed areas, the surface soil is typically topsoil; but in disturbed areas such as urban environments, the surface soil can be subsoil.
- S. TMECC: Test Methods for Evaluating Compost and Compost Manufactures.
- T. USCC: United States Composting Council.

- U. Weeds: Includes Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass and other unspecified growth.

1.5 SUBMITTALS

- A. Product Data: For each type of product indicated, including soils.
 - 1. Plant Materials: Include quantities, sizes, quality, and sources for plant materials.
 - 2. Pesticides and Herbicides: Include product label and manufacturer's application instructions specific to the Project.
- B. Samples for Verification: For each of the following:
 - 1. Mineral Mulch: 5 lb of each mineral mulch required, in sealed plastic bags labeled with source of mulch. Sample shall be typical of the lot of material to be delivered and installed on the site; provide an accurate indication of color, texture, and makeup of the material.
- C. Qualification Data: For qualified landscape Installer. Include list of similar projects completed by Installer demonstrating Installer's capabilities and experience. Include project names, addresses, and year completed, and include names and addresses of Owners' contact persons.
- D. Product Certificates: For each type of manufactured product, from manufacturer, and complying with the following:
 - 1. Manufacturer's certified analysis of standard products.
 - 2. Analysis of other materials by a recognized laboratory made according to methods established by the Association of Official Analytical Chemists, where applicable.
- E. Material Test Reports: For existing in-place surface soil and imported or manufactured topsoil – see Groundcover and Seeding.
- F. Maintenance Submittals:
 - 1. Instructions: Recommended procedures to be established by Owner for maintenance of plants during two calendar year. Submit before start of required maintenance periods.
 - 2. Reports: Maintenance Contractor shall provide a monthly report along with invoice fully describing work performed, deviations from base conditions and corrective actions taken inclusive of any reports by subs such as arborist or horticulturist, and a "look ahead" for any anticipated actions in the coming month that are not part of the normal monthly activities.
- G. Warranty: Sample of special warranty.
- H. Planting Schedule indicating anticipated dates and locations for each type of planting.
- I. Plant Material Record Drawings:
 - 1. Legibly mark drawings to record actual construction
 - 2. Indicate horizontal locations, referenced to permanent surface improvements.
 - 3. Identify field changes of dimensions and detail changes made by change order.

1.6 QUALITY ASSURANCE

- A. All landscaping shall be performed by same Contractor and shall be a single firm specializing in this work and must have a minimum of 5 years experience.
- B. Installer Qualifications: A qualified landscape Installer whose work has resulted in successful establishment of plants.
 - 1. Installer's Field Supervision: Require Installer to maintain an experienced full-time supervisor on Project site when work is in progress.
 - 2. Pesticide Applicator: State licensed, commercial.
- C. Benchmark Soil-Testing Laboratory Qualifications: An independent or university laboratory, recognized by the State Department of Agriculture, with the experience and capability to conduct the testing indicated and that specializes in types of tests to be performed.
- D. Microbiology Compost Testing Laboratory Qualifications: Soil Foodweb™ Oregon, LLC or Owner approved equal.
- E. Supplemental Compost Testing Laboratory Qualifications: An independent or university laboratory with the experience and capability to conduct the testing indicated and approved by the USCC's STA program. All compost tests shall be performed using the TMECC Methods.
- F. Provide quality, size, genus, species, and variety of plants indicated, complying with applicable requirements in ANSI Z60.1.
 - 1. Do not make substitutions. If specified material is not obtainable, submit proof of non-availability to the Owner with a proposal for use of equivalent material.
 - 2. Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
- G. Measurements: Measure according to ANSI Z60.1. Do not prune to obtain required sizes.
 - 1. Shrubs: Measure with branches and trunks or canes in their normal position. Take height measurements from or near the top of the root flare for field-grown stock and container grown stock. Measure main body of tree or shrub for height and spread; do not measure branches or roots tip to tip.
 - 2. Other Plants: Measure with stems, petioles, and foliage in their normal position.
- H. Plant Material Inspection:
 - 1. At least one month prior to the expected planting date, the Contractor shall request that the Owner provide a representative to select and tag stock to be planted under this section. The Contractor shall pay for the transportation, subsistence and overnight accommodations, if necessary, for the Owner during the period of time required to select and tag the plant material.
 - 2. The Contractor shall be responsible to certify the availability of quality plants in specified sizes from his/her sources of supply prior to requesting that the Owner make plant source inspections. In the event that plants at the inspection location are found to be unavailable or of insufficient size, the Contractor shall be liable to reimburse the Owner for all costs of the Owner hourly services which are incurred during unproductive inspection trips.
 - 3. Unless specifically designated otherwise, a representative of the Contractor shall accompany the Owner on all plant material selection field trips.
 - 4. Plants to be inspected shall be in locations and conditions that allow direct and unobscured inspection by the Owner. Container grown or balled and burlapped shrubs shall be pulled from holding blocks by the nurseryman for scrutiny by the Owner at no additional cost to the Owner. Harvested trees held in storage shall not have branches tied up. Harvested trees shall not have trunks obscured by burlap, cardboard trunk protection, or other devices that would otherwise obscure inspection. In the event that

branches are tied up, trunks are obscured by burlap or cardboard trunk protection, or root flares hidden by burlap and twine and the Owner cannot inspect root flares, trunks or branching habit, the Contractor shall bear all responsibility and costs associated with tree rejection at a later date during the course of the Contract.

5. Inspection and approval of plants at the source shall not impair the right of subsequent inspection and rejection upon delivery to the site, or during the progress of the work if the Owner finds that plants do not meet the requirements of the PLANT LIST or this Contract, have declined noticeably due to handling abuse, lack of maintenance, or other causes. Cost of replacements, as required, shall be borne by the Contractor.

- I. Preinstallation Conference: Conduct conference at Project site at least 1 week prior to the start of planting operations.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of conformance with state and federal laws if applicable. Protect materials from deterioration during delivery and while stored at site.
- B. Bulk Materials:
 1. Do not dump or store bulk materials near structures, utilities, walkways and pavements, or on existing turf areas or plants.
 2. Provide erosion-control measures to prevent erosion or displacement of bulk materials, discharge of soil-bearing water runoff, and airborne dust reaching adjacent properties, water conveyance systems, or walkways.
 3. Accompany each delivery of bulk organic fertilizers, lime, and soil amendments with appropriate certificates.
- C. Do not prune shrubs before delivery. Protect bark, branches, and root systems from sun scald, drying, wind burn, sweating, whipping, and other handling and tying damage. Do not bend or bind-tie shrubs in such a manner as to destroy their natural shape. Provide protective covering of plants during shipping and delivery. Do not drop plants during delivery and handling.
- D. Handle planting stock by root ball.
- E. Deliver plants after preparations for planting have been completed, and install immediately. If planting is delayed more than six hours after delivery, set plants and trees in shade, protect from weather and mechanical damage, and keep roots moist.
 1. Set balled stock on ground and cover ball with soil, peat moss, sawdust, or other acceptable material.
 2. Do not remove container-grown stock from containers before time of planting.
 3. Water root systems of plants stored on-site deeply and thoroughly with a fine-mist spray. Water as often as necessary to maintain root systems in a moist, but not overly-wet condition.
 4. Spray deciduous plants in foliage with an approved anti-transpirant immediately after digging to prevent dehydration.
- F. Inspection certifications required by law shall accompany each shipment invoice or order to stock and on arrival the certificate shall be filed with the Owner.

1.8 PROJECT CONDITIONS

- A. Field Measurements: Verify actual grade elevations, service and utility locations, irrigation system components, and dimensions of plantings and construction contiguous with new plantings by field measurements before proceeding with planting work.
- B. Any damage to utilities shall be repaired at Contractor's expense.
- C. Planting Restrictions: Coordinate installation of planting materials during normal planting season for each type of plant material required: After September 15th and before May 15th
- D. Weather Limitations: Proceed with planting only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions and warranty requirements.
- E. Coordination with Groundcover Areas (Lawns): Plant shrubs, and other plants after finish grades are established and before seeding groundcover areas unless otherwise indicated or approved by Owner's Representative.
 - 1. When planting shrubs, and other plants after planting turf areas, protect groundcover, and promptly repair damage caused by planting operations.

1.9 WARRANTY

- A. It is the responsibility of the Contractor to make known any site conditions which may be harmful or growth inhibiting to the plan materials specified, prior to the installation of said materials.
- B. Special Warranty: Installer agrees to repair or replace plantings and accessories that fail in materials, workmanship, or growth within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Death and unsatisfactory growth, except for defects resulting from abuse, lack of adequate maintenance, or neglect by Owner, or incidents that are beyond Contractor's control. Warranty shall cover any plant loss due to weather damage to plants installed out of normal planting season.
 - 2. Warranty Periods from Date of Substantial Completion :
 - a. Shrubs, Vines, and Ornamental Grasses: 12 months.
 - b. Ground Covers, Biennials, Perennials, and Other Plants: 12 months.
 - 3. Include the following remedial actions as a minimum:
 - a. Immediately remove dead plants and replace unless required to plant in the succeeding planting season.
 - b. Replace plants that are more than 10 percent dead or in an unhealthy condition at end of warranty period.
 - c. Replace with plants of same size and species as specified.
 - d. A limit of one replacement of each plant will be required except for losses or replacements due to failure to comply with requirements.
 - e. Provide extended warranty for period equal to original warranty period, for replaced plant material.
 - 4. Satisfaction of Warranty:

- a. Contractor shall request, by written notice, inspection of final acceptance to take place within one week before or after end of warranty period.
- b. If plants are in satisfactory condition, the Contractor shall receive a written notice of warranty compliance.
- c. Replace rejected work and continue maintenance until work is inspected by the Owner and found acceptable.

1.10 MAINTENANCE SERVICE

- A. Initial Maintenance Service for Shrubs: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
 - 1. Maintenance Period: from time of installation until time of Final Acceptance or for 60 days after Substantial Completion, whichever is greater
- B. Initial Maintenance Service for Ground Cover and Other Plants: Provide maintenance by skilled employees of landscape Installer. Maintain as required in Part 3. Begin maintenance immediately after plants are installed and continue until plantings are acceptably healthy and well established but for not less than maintenance period below.
 - 1. Maintenance Period: from time of installation until time of Final Acceptance or for 60 days after Substantial Completion, whichever is greater.
- C. Maintenance: Provide complete maintenance services inclusive of watering to maintain all plant material in a vigorous
 - 1. Include cutting and trimming methods; types, applications frequency, and recommended coverage of organic fertilizer.
- D. Submit written instructions for proposed Contractor maintenance and continuing Owner maintenance.

PART 2 - PRODUCTS

2.1 PLANT MATERIAL

- A. General: Furnish nursery-grown plants true to genus, species, variety, cultivar, stem form, shearing, and other features indicated in Plant Schedule or Plant Legend shown on Drawings and complying with ANSI Z60.1; and with healthy root systems developed by transplanting or root pruning. Provide well-shaped, fully branched, healthy, vigorous stock, densely foliated when in leaf and free of disease, pests, eggs, larvae, and defects such as knots, sun scald, injuries, abrasions, and disfigurement.
 - 1. Collected Stock: Do not use plants harvested from the wild, from native stands, from an established landscape planting, or not grown in a nursery unless otherwise indicated.
- B. Provide plants of sizes, grades, and ball or container sizes complying with ANSI Z60.1 for types and form of plants required. Plants of a larger size may be used if acceptable to Owner's Representative, with a proportionate increase in size of roots or balls.
- C. Labeling: Label each plant of each variety, size, and caliper with a securely attached, waterproof tag bearing legible designation of common name and full scientific name, including genus and species. Include nomenclature for hybrid, variety, or cultivar, if applicable for the plant as shown on Drawings.

- D. If formal arrangements or consecutive order of plants is shown on Drawings, select stock for uniform height and spread, and number the labels to assure symmetry in planting.

2.2 INORGANIC SOIL AMENDMENTS

- A. Lime: ASTM C 602, agricultural liming material containing a minimum of 80 percent calcium carbonate equivalent and as follows:
 1. Class: T, with a minimum of 99 percent passing through No. 8 sieve and a minimum of 75 percent passing through No. 60 sieve.
 2. Provide lime in form of ground dolomitic limestone.

2.3 ORGANIC SOIL AMENDMENTS

- A. Wood Derivatives: Decomposed, nitrogen-treated sawdust, ground bark, or wood waste; of uniform texture and free of chips, stones, sticks, soil, or toxic materials.
 1. In lieu of decomposed wood derivatives, mix partially decomposed wood derivatives with ammonium nitrate at a minimum rate of 0.15 lb/cu. ft. of loose sawdust or ground bark, or with ammonium sulfate at a minimum rate of 0.25 lb/cu. ft. of loose sawdust or ground bark.
- B. Manure: Well-rotted, unleached, stable or cattle manure containing not more than 25 percent by volume of straw, sawdust, or other bedding materials; free of toxic substances, stones, sticks, soil, weed seed, debris, and material harmful to plant growth.
- C. Water: Potable.

2.4 ORGANIC COMPOST

- A. Nutrient Grade Compost: Well-composted, stable, and weed-free organic matter, pH range of 6.0-8.5; moisture content 30-60 percent by wet weight basis; 98 percent passing through 3/4-inch (19-mm) sieve; soluble salt content of 5 decisiemens/m maximum; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings; and as follows:

<u>Plant Nutrients</u>	<u>%, dry weight basis</u>	<u>TMECC Method</u>
Nitrogen	>1.2	4.02D
Phosphorus	>0.50	Calc.
Potassium	>0.50	Calc
Calcium	>0.90	4.05
Magnesium	>0.20	4.05

1. Organic Matter Content: 45 to 70 percent of dry weight. TMECC 5.07-A
2. Stability evolution rate of less than 8 (6) TMECC 5.08-F777 test method
3. Chemical contaminants to meet or exceed US EPA Class A standard, 40 CFR § 503.13, Tables 1 and 3 levels
4. Biological contaminants, including select pathogens, fecal coliform bacteria and salmonella to meet or exceed US EPA Class A Standard, 40 CFR § 503.32(a) levels. Method 9221E
5. Maturity (Bioassay) for Seed Emergence and Seedling Vigor shall be minimum 90 percent. TMECC 05.05-A test method
6. Carbon-to-Nitrogen Ratio (C:N) ~25-30 +/- 1

- B. Biological requirements for Organic Compost include:
 1. Testing shall be done for Active Bacteria, Total Bacteria, Active Fungi, Total Fungi, Flagellates, Amoebae, Ciliates, Total Nematodes, Active Bacteria, Plant Available N supply and details on the Nematodes found including type, genus and quantity.
 2. Flagellates present: 10,000 / gram minimum
 3. Amoebae present: 10,000 / gram minimum
 4. Ciliates present: 10,000 / gram minimum
 5. Total Nematodes: 20 / gram
 6. Organism Biomass Ratios shall be in the range of:
 - a. Total Fungi to Total Bacteria: 0.75 to 1.5
 - b. Active Fungi to Total Fungi: .01 to 0.1
 - c. Active Bacteria to Total Bacteria: .01 to 0.1
 - d. Active Fungi to Active Bacteria: 0.75 to 1.5
 7. Available Nitrogen shall be >125/acre

2.5 ORGANIC FERTILIZERS

- A. Bonemeal: Commercial, raw or steamed, finely ground; a minimum of 4 percent nitrogen and 20 percent phosphoric acid.
- B. Superphosphate: Commercial, phosphate mixture, soluble; a minimum of 20 percent available phosphoric acid.
- C. Slow-Release Organic fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition:
 1. Composition: Nitrogen, phosphorous, and potassium in amounts recommended in soil reports from a qualified soil-testing laboratory.

2.6 PLANTING SOILS

- A. Planting Soil: ASTM D 5268 topsoil, with pH range of 6.0 to 7, a minimum of 4 > percent organic material content; free of stones 1/2 inch or larger in any dimension and other extraneous materials harmful to plant growth.

2.7 MULCHES

- A. Shredded Bark Mulch: Biodegradable, shredded hardwood mulch; nontoxic and free of plant-growth or germination inhibitors; with a maximum moisture content of 15 percent and a pH range of 4.5 to 6.5.
- B. Compost Mulch: Well-composted, stable, and weed-free organic matter, pH range of 5.5 to 8; moisture content 35 to 55 percent by weight; 100 percent passing through 1-inch sieve; not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings.
- C. Provide 50-50 mix of bark mulch and compost or as otherwise directed by Owner's Representative.

2.8 PESTICIDES

- A. General: Only organic pesticides such as Neem Oil and Pyrethrin are acceptable. Contractor shall follow generally accepted organic land care practices in the maintenance of the Project.

- B. Pre-Emergent Herbicide (Selective and Non-Selective): Effective for controlling the germination or growth of weeds within planted areas at the soil level directly below the mulch layer.
- C. Post-Emergent Herbicide (Selective and Non-Selective): Effective for controlling weed growth that has already germinated.

2.9 MISCELLANEOUS PRODUCTS

- A. Antidesiccant: Water-insoluble emulsion, permeable moisture retarder, film forming, for and shrubs. Deliver in original, sealed, and fully labeled containers and mix according to manufacturer's written instructions. Provide one of the following or approved equal:
 1. "Wilt-Pruf" by Nursery Specialty Products
 2. "D-Wax" by Plant Products
 3. "Pro-tex" by Protex Industries.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine areas to receive plants for compliance with requirements and conditions affecting installation and performance.
 1. Verify that no foreign or deleterious material or liquid such as paint, paint washout, concrete slurry, concrete layers or chunks, cement, plaster, oils, gasoline, diesel fuel, paint thinner, turpentine, tar, roofing compound, or acid has been deposited in soil within a planting area.
 2. Do not mix or place soils and soil amendments in frozen, wet, or muddy conditions.
 3. Suspend soil spreading, grading, and tilling operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
 4. Uniformly moisten excessively dry soil that is not workable and which is too dusty.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by the Owner and replace with new planting soil.
- D. Beginning of installation means acceptance of existing condition.

3.2 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities and turf areas and existing plants from damage caused by planting operations.
- B. Install erosion-control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.
- C. Newly Graded Subgrades: In areas where soil has been compacted during construction, loosen subgrade to a depth of 12 – 15 inches. Remove stones larger than 1/2 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.

- D. Planting Soil - Compost- Loosen subgrade to a minimum depth of 10-12 inches. Remove stones larger than 1/2 inch in any dimension, roots, plants, sod, clods, clay lumps, pockets of coarse sand, concrete slurry, concrete layers or chunks, cement, plaster, building debris, and other extraneous materials harmful to plant growth and legally dispose of them off Owner's property.
 - 1. Ratio of Loose Compost to Surface Soil by Volume: To be determined by Microbiology Material Test Report.
 - 2. Ratio of inorganic soil amendments to Surface Soil by Volume: To be determined by Additional Microbiology Material Test Report.
 - a. Spread Planting Soil to a depth not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet. Till soil to a homogeneous mixture of fine texture into top 6" of soil.
- E. Lay out individual shrub and plant locations and areas for multiple plantings. Stake locations, outline areas, adjust locations when requested, and obtain Owner's Representative's acceptance of layout before excavating or planting. Make minor adjustments as required.
- F. Lay out plants at locations directed by Owner's Representative. Stake locations of individual shrubs and outline areas for multiple plantings.
- G. Apply antidesiccant to trees and shrubs using power spray to provide an adequate film over trunks (before wrapping), branches, stems, twigs, and foliage to protect during digging, handling, and transportation.
 - 1. If deciduous shrubs are moved in full leaf, spray with antidesiccant at nursery before moving and again two weeks after planting.
- H. Wrap shrubs with burlap fabric over trunks, branches, stems, twigs, and foliage to protect from wind and other damage during digging, handling, and transportation.

3.3 PLANTING AREA ESTABLISHMENT

- A. Slope all subgrades to positively drain plant beds.
- B. Loosen subgrade of planting areas to a depth of 12 - 15 inches . Remove stones larger than 1 inch in any dimension and sticks, roots, rubbish, and other extraneous matter and legally dispose of them off Owner's property.
 - 1. Apply superphosphate organic fertilizer directly to subgrade before loosening.
 - 2. Thoroughly blend planting soil off-site before spreading or spread topsoil, apply soil amendments and organic fertilizer on surface, and thoroughly blend planting soil.
 - a. Delay mixing organic fertilizer with planting soil if planting will not proceed within a few days.
 - b. Mix lime with dry soil before mixing organic fertilizer.
 - c. Prevent lime from contacting roots of acid-loving plants.
 - 3. Spread planting soil to a depth of 4 inches but not less than required to meet finish grades after natural settlement. Do not spread if planting soil or subgrade is frozen, muddy, or excessively wet.
 - a. Spread approximately one-half the thickness of planting soil over loosened subgrade. Mix thoroughly into top 4 inches of subgrade. Spread remainder of planting soil.

- C. Finish Grading: Grade planting areas to a smooth, uniform surface plane with loose, uniformly fine texture. Roll and rake, remove ridges, and fill depressions to meet finish grades.
- D. Before planting, obtain Owner's Representative's acceptance of finish grading; restore planting areas if eroded or otherwise disturbed after finish grading.

3.4 EXCAVATION FOR SHRUBS

- A. Planting Pits and Trenches: Excavate circular planting pits with sides sloping inward at a 45-degree angle. Excavations with vertical sides are not acceptable. Trim perimeter of bottom leaving center area of bottom raised slightly to support root ball and assist in drainage away from center. Do not further disturb base. Ensure that root ball will sit on undisturbed base soil to prevent settling. Scarify sides of planting pit smeared or smoothed during excavation.
 1. Excavate width as detailed on drawings.
 2. Do not excavate deeper than depth of the root ball, measured from the root flare to the bottom of the root ball.
 3. If area under the plant was initially dug too deep, add soil to raise it to the correct level and thoroughly tamp the added soil to prevent settling.
 4. Maintain required angles of repose of adjacent materials as shown on the Drawings. Do not excavate subgrades of adjacent paving, structures, hardscapes, or other new or existing improvements.
 5. Maintain supervision of excavations during working hours.
 6. Keep excavations covered or otherwise protected overnight.
 7. If drain tile is shown on Drawings or required under planting areas, excavate to top of porous backfill over tile.
- B. Subsoil and topsoil removed from excavations may be used as planting soil if meets planting soil testing requirements.
- C. Obstructions: Notify the Owner if unexpected rock or obstructions detrimental to trees or shrubs are encountered in excavations.
 1. Hardpan Layer: Drill 6-inch- diameter holes, 24 inches apart, into free-draining strata or to a depth of 10 feet, whichever is less, and backfill with free-draining material.
- D. Drainage: Notify the Owner if subsoil conditions evidence unexpected water seepage or retention in tree or shrub planting pits.
- E. Fill excavations with water and allow to percolate away before positioning trees and shrubs.

3.5 SHRUB AND VINE PLANTING

- A. Before planting, verify that root flare is visible at top of root ball according to ANSI Z60.1. If root flare is not visible, remove soil in a level manner from the root ball to where the top-most root emerges from the trunk. After soil removal to expose the root flare, verify that root ball still meets size requirements.
- B. Remove stem girdling roots and kinked roots. Remove injured roots by cutting cleanly; do not break.
- C. Set container-grown stock plumb and in center of planting pit or trench with root flare above adjacent finish grades as indicated on drawings.

- D. When planting on slopes, set the plant so the root flare on the uphill side is flush with the surrounding soil on the slope; the edge of the root ball on the downhill side will be above the surrounding soil. Apply enough soil to cover the downhill side of the root ball.

3.6 SHRUBPRUNING

- A. Remove only dead, dying, or broken branches. Do not prune for shape.
- B. Prune, thin, and shape, shrubs, and vines according to standard professional horticultural and arboricultural practices. Unless otherwise indicated by Owner's Representative, do not cut tree leaders; remove only injured, dying, or dead branches from trees and shrubs; and prune to retain natural character.
- C. Do not apply pruning paint to wounds.

3.7 GROUND COVER AND PLANT PLANTING

- A. Set out and space ground cover and plants other than trees, shrubs, and vines as scheduled in even rows with triangular spacing.
- B. Use planting soil for backfill.
- C. Dig holes 1-1/2 times the width of rootball to allow spreading of roots.
- D. For rooted cutting plants supplied in flats, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes.
- E. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water.
- F. Water thoroughly after planting, taking care not to cover plant crowns with wet soil.
- G. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

3.8 PLANTING AREA MULCHING

- A. Install weed-control barriers before mulching according to manufacturer's written instructions. Completely cover area to be mulched, overlapping edges a minimum of 6 inches.
- B. Mulch backfilled surfaces of planting areas and other areas indicated.
 - 1. Planting Areas: Apply 4" average thickness of organic mulch over whole surface of planting area and finish level with adjacent finish grades. Do not place mulch within 3 inches of trunks or stems.

3.9 PLANT MAINTENANCE

- A. Maintain plantings by pruning, cultivating, watering, weeding, fertilizing, mulching, restoring planting saucers, , resetting to proper grades or vertical position, and performing other operations as required to establish healthy, viable plantings. Spray or treat organically as required to keep shrubs and plantings free of insects and disease.

- B. Fill in as necessary soil subsidence that may occur because of settling or other processes. Replace mulch materials damaged or lost in areas of subsidence.
- C. Apply treatments as required to keep plant materials, planted areas, and soils free of pests and pathogens or disease. Use integrated pest management practices whenever possible to minimize the use of pesticides and reduce hazards. Treatments include physical controls such as hosing off foliage, mechanical controls such as traps, and biological control agents.

3.10 PESTICIDE APPLICATION

- A. Apply pesticides and other chemical products and biological control agents in accordance with authorities having jurisdiction and manufacturer's written recommendations. Coordinate applications with Owner's operations and others in proximity to the Work. Notify Owner before each application is performed.
- B. Pre-Emergent Herbicides (Selective and Non-Selective): Apply to tree, shrub, and ground-cover areas in accordance with manufacturer's written recommendations. Do not apply to seeded areas.
- C. Post-Emergent Herbicides (Selective and Non-Selective): Apply only as necessary to treat already-germinated weeds and in accordance with manufacturer's written recommendations.

3.11 CLEANUP AND PROTECTION

- A. During planting, keep adjacent paving and construction clean and work area in an orderly condition.
- B. Protect plants from damage due to landscape operations and operations of other Contractors and trades. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged plantings.
- C. After installation and before Substantial Completion, remove nursery tags, nursery stakes, tie tape, labels, wire, burlap, and other debris from plant material, planting areas, and Project site.

3.12 DISPOSAL

- A. Remove surplus soil and waste material including excess subsoil, unsuitable soil, trash, and debris and legally dispose of them off Owner's property.

3.13 INSPECTION AND ACCEPTANCE

- A. When landscape work is substantially complete, the Owner will make an inspection to determine acceptability.
 1. Landscape work may be inspected for acceptance in portions as agreeable to the Owner provided each portion of work offered for inspection is complete, including maintenance.
 2. When work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by the Owner and found to be acceptable. Remove materials promptly from project site.
 3. Following Owner's Representative's inspection of installed material, remove all flags, labels, tags, or other non-biodegradable materials from shrubs and plants.

END OF PLANTS SECTION

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