

# CONTRACT

FOR

FC- 568~~8~~<sup>3</sup>, Citywide Demolition Services  
(Southern Demolition, LLC)



Atlanta, Georgia

Kasim Reed  
Mayor  
City of Atlanta

George N. Turner  
Chief of Police  
Atlanta Police Department

Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
Department of Procurement



## CITY OF ATLANTA

Kasim Reed  
Mayor

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DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

## MEMORANDUM

TO: Peter Aman  
Chief Operating Officer

FROM: Adam L. Smith

RE: FC-5686, Citywide Demolition Services

DATE: May 10, 2012

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**Parties to the Contract:** City of Atlanta (the "City") and Southern Demolition, LLC.

**Description of the Contract:** The Contractor is to perform Demolition services at various City locations.

**Contract Price and the Term of the Contractor:** The not to exceed amount for the above-referenced agreement is \$1,500,000.00. The term of the agreement shall be for three (3) years with the option to renew for two (2) additional years in one (1) year increments.

**The City Council Adoption date and the Mayor's Approval date:** The City Council adoption date was 5/7/2012, and the Mayor's approval date was 5/10/2012.

**The minority participation and the female participation:** The minority participation is 25% and the female participation is 27%.

**CONTRACTOR AGREEMENT**

STATE OF GEORGIA  
COUNTY OF FULTON

THIS AGREEMENT made and entered into this the 18<sup>th</sup> day of June 2012, by and between the City of Atlanta, a municipal corporation of the State of Georgia, (hereinafter the "City") and Southern Demolition, LLC. (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City desires to engage Contractor to perform all Work required by the Contract Documents for **FC-5683, Citywide Demolition Services** (the "Project"); and

WHEREAS, Contractor has the necessary personnel and facilities to perform the Work; and

WHEREAS, the Atlanta Police Department as recommended Agreement award to Contractor; and

WHEREAS, by resolution adopted by the City Council of the City on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and approved by the Mayor on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, attached hereto, marked "Exhibit A" and made a part hereof by reference, the Mayor was authorized to enter into an Agreement with said Contractor for said Work.

NOW, THEREFORE, for and in consideration of the mutual Agreement between the parties hereinafter, and for other good and valuable consideration, the parties hereto do agree as follows:

1.

The City hereby engages Contractor to perform, and Contractor agrees to perform for the City, all Work required by the Agreement Documents relative to the Project. Contractor shall commence the Work within ten (10) calendar days after receipt of Notice to Proceed and shall substantially complete within the time stated in the Bid Solicitation.

2.

- a) Contractor represents that it has, or will secure at its own expenses, all personnel required to perform all Work to be completed under this Agreement;
- b) All the Work required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Work by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such Work;
- c) None of the Work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the City.

3.

The Agreement Documents relative to this Agreement consist of:

This City-Contractor Agreement;  
The Performance Bond;  
The Payment Bond;  
Bid Guarantee;  
Statement of Bidders Qualifications;  
Affidavit;  
Equal Business Opportunity Program;  
Business Non-Discrimination Policy;  
First Source Jobs Policy - Employment Agreement;  
Bid Proposal; and Any Bid Schedule and/or Bid Data;  
Georgia Security & Immigration Compliance;  
Instructions to Bidders;  
General Conditions;  
Technical Specifications;  
Plans for the Project;  
Legislation;  
Any Addenda thereto or Modification thereof (as defined in the General Conditions).

These collectively form the Agreement, and are all as fully a part of the Agreement as if attached to this Agreement or repeated herein.

4.

All reports, information, data, or other documents, given to, prepared by or assembled by Contractor under this Agreement shall be kept confidential and shall not be made available to any individual or organization by Contractor without the prior written approval of the City.

5.

The City may, from time to time, request changes in the Scope of Work to be performed by Contractor hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the City and Contractor, shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.

6.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor any fee, commission, percentage, gift, or any other

consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

7.

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

Recruited whether by advertising or other means; compensated, whether in the form of rates of pay, or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City 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 the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- c) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.
- d) The Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Contractor during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.

- e) The Contractor shall take such reasonable action with respect to any Subcontractor as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as may be necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interest of the United States.
- f) The Contractor and its Subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its Subcontractors.
- g) The Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the Project so that such provisions will be binding upon each such Subcontractor or vendor.
- h) A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from the Contractor in violation all future payments under the involved public contract until it is determined that the Contractor or Subcontractor is in compliance with the provisions of the Agreement.
  - (2) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the Contractor or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.
  - (3) Cancellation of the public 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 these provisions, including the enjoining of Contractor, Subcontractor, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

During the performance of this Agreement, Contractor agrees to comply with Part 2, Chapter 2, Article X, Division 12, including Sections 2-1414 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

"The Contractor agrees to make good faith efforts to meet the goals for this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE") and Native American Business Enterprises ("NABE") and Female Business Enterprises ("FBE") for utilization in the work set forth within this Agreement and shall take the following action as part of their good faith efforts:

1. Notification to MBE and FBE that the Contractor has subcontracting opportunities available and maintenance of records of the MBE and FBE responses.
2. Maintenance by the Contractor of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
3. Dissemination of the Contractor EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Subcontractor and Supplier.
4. Specific and continuing written and oral recruitment efforts directed at MBE and FBE Contractor organizations, MBE and FBE assistance organizations.
5. Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by MBE and FBE.
6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases material for as many MBE and FBE Subcontractors as possible.
7. Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the last day of each month following the award of the Work set forth in this Agreement.
9. The Contractor further agrees that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:

- a). Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance.
- b). Withholding of all future payments under the involved Project until it is determined that the Contractor is in compliance.
- c). Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.
- d). Cancellation of the eligible project.

9.

#### Liquidated Damages

It is understood and agreed that the City 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 Engineer, 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 delay in Substantial Completion of the entire Work: \$ 500/ day

For Each day of delay in Final Completion of the entire Work: \$ 500/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City 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.

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City 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 City 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 his surety. Any excess amount owing as liquidated damages shall be paid upon demand.

10.

The City agrees to pay Contractor for the Work performed pursuant to this Agreement on an as needed basis per the unit price as stated in the Fee Schedule, hereinafter attached as Exhibit D.

11.

The terms of the Agreement shall be for three (3) years, with the option to renew for two (2) additional years in one (1) year increments.

12.

Contractor, by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further contracts that in the performance of the duties herein set forth, it will exercise such degree of care, learning, skill and ability as is ordinarily employed by Contractor under similar conditions and like circumstances and shall perform such duties without neglect.

13.

Contractor agrees to obtain and maintain during the entire term of this Agreement all of the insurance called for in the Agreement Documents, with the City as an additional insured in each policy of public liability and property damage insurance, and shall furnish to the City a certificate of insurance showing required coverage. The cancellation of any policy of insurance required by this Agreement shall meet the requirements of notice under the laws of the State of Georgia as presently set forth in the Georgia Code.

14.

In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees that to the fullest extent permitted by law, the Contractor shall at his sole cost and expense indemnify, defend, satisfy all judgments and hold harmless the City, the Designer, the Engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself)

including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Appendix B, Insurance and Bonding Requirements, Paragraph F.

In any and all claims against the City, the Engineer or any of their agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation in Appendix B, Insurance and Bonding Requirements, Paragraph F, shall not be limited in any way, including, but not limited by, the limits of the liability insurance required under this Agreement and the Agreement Documents, nor limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workers' or workmens' compensation acts, disability benefit acts or other employee benefit acts.

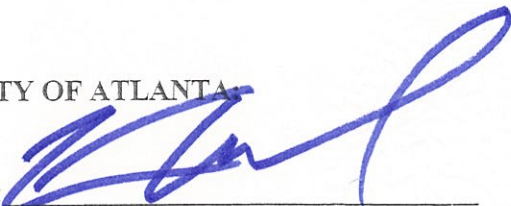
15.

The Contractor shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Agreement. The Agreement Documents, including this Agreement, constitute the entire and integrated Agreement between the City and the Contractor and may be amended only by written instrument approved by both parties. The parties agree that this Agreement shall not become binding on the City, and the City shall incur no liability upon the same, until this Agreement has been executed by the Mayor, officially sealed by the Municipal Clerk and delivered to Contractor.

IN WITNESS WHEREOF, the City and Contractor have executed this Agreement by their duly authorized officers, as of the date first above written.

CITY OF ATLANTA:

By:



Mayor

CONTRACTOR:

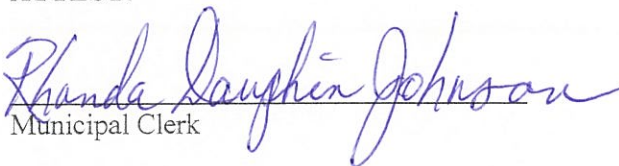
Southern Demolition, LLC.

By:



President/Vice President

ATTEST:



Municipal Clerk

ATTEST:



Corporate Secretary/Asst. Secretary  
(affix seal)

RECOMMENDED:



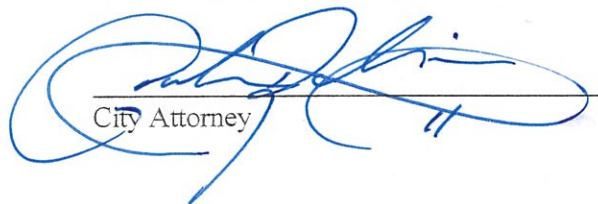
Chief of Police, Atlanta Police Department

APPROVED:



Chief Procurement Officer

APPROVED AS TO FORM:



City Attorney

**EXHIBIT A**

**GENERAL CONDITIONS**

# FC-5683, Citywide Demolition Services

## PART II

### 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 therefrom 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:

- Change Orders;
- Addenda;
- Bid Form;
- City-Contractor Agreement;
- Special Conditions
- General Conditions;
- Specifications; and
- Plans

Detail Drawings shall govern over general drawings. Figures or dimensions written on drawings shall govern over scaled distances. The details are not 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 Engineer 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 Engineer or the City, unless otherwise clearly indicated.

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

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

Agreement - refers to the executed contract between City and Contracting Entity.

Agreement Documents - The Agreement Documents include the following:

- City-Contractor Agreement;
- Performance Bond;
- Payment Bond;
- Bid Guarantee;

Affidavit;  
Appendix A - Requirements of the Office of Contract Compliance;  
Appendix B - Insurance Requirements;  
Bid;  
Bid Schedule;  
Bid Data;  
General Conditions;  
Technical Specifications for the Project; and  
Plans for the Project.  
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.

Amendment - Revision to Contract issued by the City after execution of the formal Contract Agreement.

Application for Payment - The form accepted by the City 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 Bidder or Contractor and his surety in accordance with the Agreement Documents.

Change - Any change in the Work authorized by the Engineer.

Change Order - A written order to the Contractor, prepared by the Engineer 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.

City-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 the City and the Contractor.

City'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 City.

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 City 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.

Contact Person - Contracting Officer designated by the City of Atlanta, Department of Procurement, to submit any questions and suggestions to Ms. Mimie L. Woods, CPPB, Contracting Officer, Department of Procurement, 55 Trinity Avenue, Suite 1790, Atlanta, Georgia 30303.

Contractor - Any firm, partnership, corporation, joint venture, LLC or any combination thereof who enters into a contractual Agreement with the City. This excludes Subcontractors/Sub-consultants. Contractor shall include the union of both the architectural firm and the construction company.

Day - A calendar day of twenty-four (24) hours lasting from midnight one (1) day to midnight the next day.

Department - Shall mean the Department of Parks, Recreation and Cultural Affairs.

Designer - City of Atlanta

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.

Engineer - City of Atlanta or duly authorized representative.

Equipment - Equipment incorporated or to be incorporated in the Work.

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 Engineer 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 Proposal from the City to a Bidder.

Notice to Proceed ("NTP") - Written communication issued by the City 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 his obligations in accordance with the Agreement Documents.

Owner - The City of Atlanta.

Permanent Easement - Any space or area to the City 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 City-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.

Resident Engineer - The City's Engineer who is assigned to the Project Site or any part thereof.

Responsible Bidder - means any person who has the capability in all respects to perform fully the contract requirements and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.

Responsive Bidder - means a person who has submitted a bid or offer which conforms in all material respect to the invitation for bids or request for proposals. 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.

Non-Responsive Bidder - would be the opposite of above-referenced definition.

Scope of Work - See "Work."

Sidewalk Area - Shall mean that portion of a street between the curb lines and the adjacent property lines intended primarily for the use of pedestrians whether paved or in use.

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 Engineering analysis and design, including installation and Material Specifications, which the City utilizes in the design and construction of its own projects.

State - The State of Georgia.

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

Substantial Completion - The date certified by the Engineer when all or a part of the Work, identified in the Engineer'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, or contemplated by the Agreement Documents, and furnishing by the Contractor 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.

Working Days - Monday, Tuesday, Wednesday, Thursday, and Friday.

Written Notice - A written statement transmitted from one party to an authorized representative of another party in accordance with Section GC-16.

#### 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 State;                                     |
| 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 Engineers;                           |
| 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;              |
| DOT   | Georgia Department of Transportation (“GDOT”);     |
| EPA   | Environmental Protection Agency (Federal);         |
| EPD   | Environmental Protection Division (Georgia State); |
| MARTA | Metropolitan Atlanta Rapid Transit Authority;      |
| NACE  | National Association of Civil Engineers;           |
| 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 placing its Bid to the City, 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 Engineer, 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 Engineer 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 Engineer, the Contractor shall not be liable to the City, 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 Engineer or

City, and no inspections, tests or approval shall relieve the Contractor from his obligation to perform the Work in strict conformity with the Agreement Documents.

**GC-6 CITY OF ATLANTA ORDINANCES**

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 of the GDOT shall be in accordance with GDOT regulations, policies, and procedures.

Contractor shall be solely responsible for securing all permits for the Work.

The Contractor must still apply for and secure said permits and schedule inspections. 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 City, its offices, agents and employees, the Designer and the Engineer 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 his 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 City at reasonable times for inspection, audit and copying.

## GC-9 ARREARS TO OFFSET DEBT AGAINST CITY

No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any person, firm, or corporation who is in arrears to the City for taxes; and the City shall be entitled to counterclaim and offset any such debt, claim, demand or account in the amount of taxes so in arrears, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due, shall affect the right of the City to so offset the said taxes against the same.

## GC-10 LIENS

The Contractor will furnish the City with evidence, satisfactory to the City that all persons who have done Work or furnished materials in performance of this Agreement have been fully paid,

before he 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, and it is understood and agreed that the City assumes no obligation nor in any way undertakes to pay such lawful claim out of any funds due or that may become due the said Contractor, out of its own funds.

#### **GC-11 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 written consent of the City. 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-12 PATENTS AND ROYALTIES**

The Contractor shall indemnify and hold harmless the City and its officers, agents, servants, and employees from liability or all claims of any nature or kind, including 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 City, 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 City 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 his sureties or both shall indemnify and hold harmless the City, its 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 City 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-13 OUT-OF-STATE CONTRACTORS**

If the lowest responsive Bidder is a foreign corporation, partnership, or sole proprietorship, the Bidder hereby irrevocably appoints the Secretary of State of Georgia as its agent for services of all legal process for the purpose of this Agreement only, and shall obtain all required certificates and licenses required by the Georgia Law.

#### **GC-14 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 Engineer. All Work under the Agreement shall be performed in a skillful and workmanlike manner.
2. The Contractor shall be responsible to the City for the acts and omissions of the Contractor's employees, Subcontractors 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 Engineer in the administration of the Agreement, or by inspections, tests or approvals required or performed under Paragraphs GC-30 or GC-36 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 Subcontractors and shall not employ on the Work any Subcontractor, 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 Subcontractor 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 City's written consent given after prior Written Notice.

C. Contractor's Construction Schedule

Contractor shall comply with all scheduling requirements set forth in the Bidding Document.

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 the City 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 his responsibilities under the Agreement Documents and shall not constitute a basis for an equitable adjustment under any circumstances. The City assumes no responsibility for any understanding or representations concerning conditions made by any of his officers, agents, or employees prior to the execution of the Agreement, unless such understanding or representations are expressly stated in the Agreement Documents.

GC-15 RIGHT OF ENTRY

The City 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 City may desire. The Contractor shall cooperate and coordinate with other contractors prosecuting other phases of the construction. Furthermore, if deemed necessary by the Engineer, the Contractor will incorporate critical access issues of other City contractors directly into the daily Work schedule, such that no phase of the Project(s) are delayed or impacted.

GC-16 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 his authorized representative, or to the City, 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 City at his 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 his Bid, and the address of the City shall be as designated in the notice to begin the Work. Either party may change his address at any time by Written Notice to the other of the change.

#### GC-17 SAFETY PRECAUTIONS AND PROGRAMS

The City, the Engineer, 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-18 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 on the Work 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 Subcontractors;
  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 City 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 referred to in Clauses GC-18 A.2 and 18 A.3 caused in whole or in part by the Contractor, any Subcontractor, 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 under Clauses GC-18 A.2 and 18 A.3, except damage or loss attributable to the acts or omissions of the City, the Engineer 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 City for approval prior to assignment to the Work and shall include:
1. Five (5) years of construction loss control/safety experience in heavy construction;
  2. Registered Professional Engineer in the State of Georgia;
  3. Certified safety professional;

Also advisable:

1. Professional Member of the American Society of Safety Engineers (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 its safety.

#### GC-18.1 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 Changes Orders in the General Conditions.

#### GC-18.2 Miscellaneous

- A. The Contractor acknowledges that he is fully aware of the contents and requirements of Official Code of Georgia Annotated § 25-9-1 through § 25-9-12, 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 his 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-17 which pertains to safety precautions.

- B. The Contractor acknowledges that he 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-17 above, which pertains to safety precautions.
- C. The Contractor acknowledges and agrees that he is the person responsible under the law and that he 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 he 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-18.2, 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-19 USE OF PREMISES AND CLEAN UP

- A. Contractor expressly undertakes at no additional cost to the City:

1. To store his Materials, Supplies and Equipment at the Site of the Work in such orderly fashion and in such locations as approved by the Engineer that will not unduly interfere with the progress of the Work or the Work of any other contractors, or the activities of City personnel.
2. To clean up all refuse, rubbish, scrap materials, and debris caused by his 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 City sites. Items that are to be discarded shall be removed to approved dump areas.
3. To remove all surplus material, false Work, temporary structures, including foundations thereof, plants any description and debris of every nature resulting from his 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 City. 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 City.
4. To affect all cutting, fitting or patching of his Work required to make the same to conform to the plans and specifications and except with the consent of the City, not to cut or otherwise alter the Work of any other contractor.

B. Contractor shall, at no additional cost to the City:

1. Coordinate all of the Contractor's operations with, and secure approval from, the City before using any portion of the Site. Contractor shall assume full responsibility for any damage to any such land or area, or to the City 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 City. 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 City 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 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 Engineer 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 City. 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. The City shall direct the point or points to be used for service connection. Contractor shall provide telephone facilities for his own use and only at locations approved or directed by the City.
5. Unless otherwise specifically provided in the Agreement Documents, Contractor shall provide his 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 approved by the City and placed in locations designated by the City. If it becomes necessary during the course of the Work for Contractor to relocate his 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 City's 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 his Work. It shall, at all times, assure such drainage and shall not be a nuisance or inconvenience to the 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.

8. Contractor shall not use permanent installed systems without permission of the City. 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 City 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 his Materials and pay all charges therefor, 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 City advised of his Material delivery schedule and shall update it as required by the City 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 Engineer. Contractor shall sign for all Materials delivered and shall be responsible for their safekeeping.

#### GC-20 PROTECTION OF AGREEMENT 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 of willful misconduct of the City.

3. Protection of its Work and materials and the Work and materials of his Subcontractors 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 City.

### GC-21 DEFECTS IN THE WORK AND UNAUTHORIZED WORK

Contractor shall promptly remove from the premises all Work rejected by the City 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 City 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 Notice to Proceed, incorporation of previously rejected Work, Work done contrary to or regardless of the instruction of the City, extra Work performed without written authority from the City, Work done beyond the limits shown on the Plans, except as herein specified, or any extra Work done without written authority from the City, will be considered as unauthorized and will not be paid for unless accepted in writing by the City. Work so done may be ordered removed or replaced at the Contractor's expense.

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 City to commence and continue correction of such default or neglect with diligence and promptness, the City may, after three (3) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the City 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 City 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 City on demand.

Minor, inconsequential defects may be waived in writing by the City, but the City'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 Clause GC-42. Other defects may be waived

only as expressly authorized by Special Conditions or Technical Provisions which make provision for relief to the City for such waiver.

#### GC-22 GUARANTEE OF WORK AND MATERIALS

- A. The Contractor warrants to the City and the Engineer 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 Engineer, 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. Contractor shall warrant to Owner that all goods or equipment which Contractor is required to purchase under the Agreement and which contain embedded codes, chips, microprocessors, microcontrollers, clock circuits (including integrated circuits), computer operating systems, computer software, custom application programming, or other similar systems/technologies that calculate date or time data shall be Year 2000 Compliant in that they shall correctly and without failure, malfunction, or need for operator intervention, display, calculate, compute, and process date or time data before, during, and beyond December 31, 1999, including leap year.
- C. If within one (1) year after the Date of Final Completion and Final Acceptance of the Work by the City, 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 City to do so, unless the City 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 City shall give such notice promptly after discovery of the condition.
- D. 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 City. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the City. The Contractor shall not obtain any Materials or Equipment under warranties, which do not run directly to the benefit of the City, and all such warranties shall be directly enforceable by the City.
- E. 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-23 TERMINATION OF AGREEMENT

### GC-23.1 Bankruptcy or Insolvency

If Contractor is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for Contractor or for any of his property, or if he filed a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or if he refuses or fails to prosecute Work or any separable part thereof, with such diligence as will insure its completion within Agreement Time, or if he fails to complete said Work within said time, or if he disregards laws, ordinances, rules, regulations, directions or orders of any public body having jurisdiction over Work or if he disregards the authority of the City, or if he otherwise violates any provision of Agreement Documents, then City 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 City 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, City 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 his surety shall be liable to City for any excess cost incurred thereby, and in such event City may take possession of and utilize in completing Work, such materials, appliances, and plant as may be on the Site of Work and necessary therefor.

- (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 City 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-23.2 City'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 City, 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 City and the Engineer to stop the Work shall not give rise to any duty on the part of the City to exercise this right for the benefit of the Contractor or any other person or entity.

GC-23.3 Termination by the City 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 Subcontractors 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 City, may, after seven (7) days following receipt by the Contractor of an additional Written Notice and without prejudice to any other remedy the City 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 City 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 City on demand. This obligation for payment shall survive termination of the Agreement.
- C. Termination of this Agreement pursuant to this GC-23 may result in disqualification of Contractor from bidding on future City contracts.

GC-23.4 Termination for Convenience of City

- A. The City may, at any time upon thirty (30) days Written Notice to the Contractor, terminate (without prejudice to any right or remedy of the City) the whole or any portion of the Work for the convenience of the City.
- B. If, after the Contractor has been terminated for default pursuant to Paragraph GC-23.3, it is determined that none of the circumstances set forth in Paragraph GC-23.3 exist, then such termination shall be considered a termination for convenience pursuant to Paragraph GC-23.4 A.
- C. If the City terminates the whole or any portion of the Work pursuant to Paragraph GC-23.3 A, then the City shall only be liable to the Contractor for those costs reimbursable to the Contractor in accordance with Paragraph GC-23.4 D, plus a markup of ten percent (10%) on the actual fully accounted costs recovered under Paragraph GC-23.4 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 City terminates the whole or any portion of the Work pursuant to Paragraph GC-23.3 A, the City shall pay the Contractor the amounts determined by the Engineer as follows:

1. An amount for supplies, services, or property accepted by the City pursuant to Clause GC-23.4 C.6, (or sold or acquired pursuant to Clause GC-23.5 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-23.4 D.1 or GC-23.4 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-23.4 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 Subcontractors 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-23.4 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 City 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-23.4, the fair value, as determined by the City, of property which is destroyed, lost, stolen, or damaged so as to become undeliverable to the City, or to a buyer pursuant to Clause GC-23.5 C.7.

GC-23.6 General Termination Provisions

- A. If the City terminates the whole or any part of the Work pursuant to Paragraph GC-23.3, then the City may procure, upon such terms and in such manner as the City may deem appropriate, supplies or services similar to those so terminated, and the Contractor shall be liable to the City 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 City such reasonable attorneys' fees as the City 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 City, pursuant to Paragraph GC-23.3 or GC-23.4, and except as otherwise directed by the City, 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 City in the manner, at the times and to the extent directed by the City, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the City 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 City to the extent the Engineer 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 City, in the manner, at the times and to the extent, if any, directed by the City, 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 unfabricated 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 his best efforts to sell, in the manner, at the times, to the extent, and at the price or prices directed or authorized by the City, any property of the types referred to in Clause GC-23.5 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 City; 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 City 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 City 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 City 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 City has or may acquire an interest.
- D. The Contractor shall preserve and make available to the City, at all reasonable times at the office of the Contractor, but without direct charge to the City, all its books, records, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor 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 Engineer, photographs, microphotographs, or other authentic reproductions thereof.
- E. In arriving at any amount due the Contractor pursuant to Paragraph GC-23.3 or GC-23.4, there shall be deducted:
- 1. All unliquidated advance or other payments on account theretofore made to the Contractor applicable to the termination portion of this Agreement;

2. Any claim which the City may have against the Contractor;
  3. Such claim as the Engineer determines to be necessary to protect the City 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-23.5 C.7 and not otherwise recovered by or credited to the City.
- F. If the termination, pursuant to Paragraph GC-23.4, be partial, the Contractor may file with the City 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 City any amounts paid by the City to the Contractor in excess of costs reimbursable under Paragraph GC-23.4.
- H. The City may, at its option and the Contractor's expense, have costs reimbursable under Paragraph GC-23.4 audited and certified by independent certified public accountants selected by the City.
- I. The Contractor shall be entitled to only those damages and that relief from termination by the City as specifically provided in Article GC-23.

#### GC-24 SUSPENSION OF WORK

- A. The City 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 City.
- B. If the performance of the Work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the City or Engineer 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-23.2), 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 City 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 "GC 23 A") 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 City within ten (10) days after the termination of such suspension, delay, or interruption.

## GC-25 COMMENCEMENT AND PROSECUTION OF THE WORK

Contractor shall, within ten (10) days after receipt from the City 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 and City 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-26 TIME

### GC-26.1 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.

### GC-26.2 Delays and Extensions of Time

- A. Except as otherwise specifically provided under Paragraph GC-24 (Suspension of Work) or Paragraph GC-42 (Change Orders), the Contractor shall not be entitled to payment or compensation of any kind from the City 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 City 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.

- B. The Agreement Time shall be adjusted only for Changes in the Work (pursuant to Paragraph GC-42), Suspension of Work (pursuant to Paragraph GC-24) and excusable delays (pursuant to Subparagraph GC-26.2 C). In the event the Contractor requests an extension of the Agreement Time, he shall furnish such justification and supporting evidence as the City 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 City, 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 City finds that the Contractor is entitled to any extension of the Agreement Time, the City'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 therefor 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 Subcontractors 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 City 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 climate to logical 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;



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 City relating to the Project; and
  5. Any act or neglect of the City or the Engineer or any of their employees.
- D. Other than pursuant to Paragraph 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 City 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 City 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 City shall receive and process such claims for extensions of time in accordance with the procedures set forth in Paragraphs GC-42 and GC-43, 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 City 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-26.2, 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-26.3 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-27 RESPONSIBILITY FOR COMPLETION

GC-27.1 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 night shifts, 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 City, take some or all of the following actions at no additional cost to the City to improve their progress:

- A. Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the City, 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 City, 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 City 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 City finds the proposed plan not acceptable, the City 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 City may require the Contractor to take any of the actions set forth in this Paragraph GC-27.1 without additional costs to the City to make up the lag in scheduled progress.

#### GC-27.2 Acceleration by City's Forces

Failure of the Contractor to substantially comply with the requirements of Paragraph GC-27.1 may be considered grounds for a determination by the City and/or the Engineer 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, City 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 City.

#### GC-27.3 Set-Off of Acceleration Costs

Any monies due to the City under this Section may be set-off by the City against monies due from the City to the Contractor.

#### GC-27.4 Acceleration Remedies Cumulative

The remedies of the City set out in this Section GC-27 are in addition to, and without prejudice to, all other rights and remedies of the City including those stated elsewhere in the Agreement Documents.

### GC-28 WORKING DRAWINGS, SHOP DRAWINGS, DATA ON MATERIAL AND EQUIPMENT, SAMPLES, AND LICENSES

#### GC-28.1 General

- A. Contractor shall submit to the Engineer 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 Subcontractors will be reviewed and checked similarly by the Contractor. Pursuant to this required review, Contractor shall indicate his approval, before they are submitted for review by the City, by affixing his stamp of approval, properly initialed and dated. All submittals shall be referenced to the applicable item, section or division of the Specifications.
- D. The Engineer'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 Engineer's review and exception, if any, will not constitute an approval of dimensions, quantities, and details of the Material, Equipment, device, or item shown.
- 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 him.
- 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." Submittals requiring minor corrections before the Material or Equipment is acceptable will be marked "Make Corrections Noted." The Contractor may order, fabricate or ship the items included in the submittal, provided the indicated corrections are made. Drawings must be resubmitted for review prior to installation of Equipment or use of Materials.
- H. Submittals marked "Amend and Resubmit" must be revised to reflect required changes and the initial review procedure repeated.
- I. The "Rejected - See Remarks" notation is used to indicate Materials or Equipment that are not acceptable. 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 Engineer's "No Exceptions Taken" notation shall not be issued to Subcontractors or utilized for construction purposes. No Work shall be done or equipment installed without a drawing or submittal bearing the "No Exceptions Taken" notation. The Contractor shall maintain at the job site a complete set of Drawings and other submittals bearing the Engineer's stamp.

- K. In the event the Contractor obtains the City's approval for the use of Equipment other than that which is called for in the Agreement Documents, the Contractor shall, at his own expense and using methods approved by the City, make any changes to structures, piping and electrical work 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.
- 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 City, except as otherwise provided herein.

GC-28.2 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 City. 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 six (6) copies of each for review.
- C. Each Shop Drawing shall include the following:
  - 1. Number and title of the submittal;
  - 2. Date of Drawing or revision;
  - 3. Name of Project;
  - 4. Name of Contractor and or Subcontractor submitting Drawing and with its seal of approval;
  - 5. Specification title and number; and
  - 6. Clear identification of contents and location of the Work.
- D. Drawings for Work on utility facilities, streets and other facilities, which are constructed for owners other than the City, 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 such variations in his letter of transmittal. If acceptable, proper adjustment in Agreement shall be implemented where appropriate. If Contractor fails to describe such variations,

he 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-28.2 C.5, and show a departure from the Agreement requirements which the City finds to be in the interest of the City and to be so minor as not to involve a change in Agreement Price or time for performance, the City may return the reviewed Drawings without noting an exception.
- G. If no exceptions are taken by the City, each of the Shop Drawings will be identified by being so stamped and dated. Shop Drawings stamped "Rejected - See Remarks" 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 City on previous submissions. Contractor shall make any corrections required by the City. 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 City. 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 City, Contractor shall carry out the construction in accordance therewith and shall make no further changes therein except upon written instructions from the City.
- I. After final review in which there are no exceptions noted or referenced, and before final payment is made, Contractor shall furnish to the City 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 either drawn in ink on tracing cloth, or reproduced on mylar from which clear prints can be made. The other set could be a complete paper print.
- 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 City of the necessary Shop Drawings.

#### GC-28.3 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 City where required by the Agreement Documents or requested by the City in accordance with subparagraph GC-28.2 C.2, and shall be submitted at least thirty (30) calendar days in accordance with subparagraph GC-28.1 L. (unless otherwise specified by the Engineer) in advance of their being required for Work.
- C. Working Drawings shall be signed by an engineer 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 City, and each Working Drawing identified by the City with the Engineer's stamp of "No Exception Taken." Review of the Working Drawings by the Engineer will not relieve Contractor in any way from his responsibility with regard to the fulfillment of the terms of Agreement. All risks of error are assumed by Contractor. The City and the Engineer shall have no responsibility therefor.

#### GC-28.4 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 updated and kept current on a monthly basis by the Contractor. The record Drawings will be reviewed monthly by the City 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 City with one (1) set of electronic reproducible documents, reflecting all changes herein described. Changes to the reproducible Drawings shall be drafted in a neat and workmanlike manner similar to the drawings as originally provided to the Contractor. Upon request, the City will provide one (1) set of sepias of the original Agreement Drawings, at no cost to Contractor.

#### GC-28.5 Samples

- A. Contractor shall furnish, for the approval of the City, samples required by the Agreement Documents or requested by the City. Samples shall be delivered to the City 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 City.
- B. Each sample shall have a label indicating:
  - 1. Name of Project;
  - 2. Name of Contractor and Subcontractor;
  - 3. Material or Equipment Represented;
  - 4. Place of Origin;
  - 5. Name of Producer and Brand (if any); and
  - 6. Location in Project.

- C. Contractor shall prepare a transmittal letter in triplicate for each shipment of samples containing the information required in Subparagraph 2 above. He shall enclose a copy of this letter with the shipment and send a copy of this letter to the City. 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 to the City's best interest.
- D. Approved samples not destroyed in testing shall be sent to the City or stored at the Site of the Work. 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 City 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.
- 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.

#### GC-28.6 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;
- (c) Preventive maintenance, service, and corrective maintenance or repair instructions;
- (d) Parts list with recommended quantity; and
- (e) Approved Shop Drawing(s).

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.

### GC-29 CONTRACTOR'S TITLE TO MATERIALS

No Materials or supplies for the Work shall be purchased by Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which all interest is retained by the seller. Contractor warrants that he has good title to all Materials and supplies used by him in the Work, free from all liens, claims or encumbrances.

### GC-30 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 City 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 City'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 City's 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 City unless the requirement therefor is waived in writing. Contractor shall give the City reasonable advance notice of all such tests. The City may perform additional tests on materials tested by Contractor, and Contractor shall furnish samples for this purpose as requested.

### GC-31 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 Engineer, sources of Materials shall be approved by him before delivery from those sources is commenced. Approval of a source of Materials may be withdrawn by the Engineer 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 Engineer before final payment is made.

### GC-32 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 and Owner and in an accessible facility that allows inspection. If at any time the City 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-23. 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 City on that specific piece of equipment stating that unit's unique I.D. numbers.

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-33 REPORTS, RECORDS, AND DATA

#### GC-33.1 General

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

#### GC-33.2 Payroll Reports

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

### GC-33.3 Contractor's Daily Reports

As soon as Contractor has started Work on the Project, he shall submit to the City written daily reports of the Work performed the previous day by its employees, including the employees of Subcontractors.

The reports shall be prepared by Contractor's representative and shall bear his 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 Subcontractors.

### GC-34 CONTRACTOR'S SUPERVISION OF THE WORK

#### GC-34.1 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 his supervisory personnel shall enforce this requirement at all times.

#### GC-34.2 Contractor's Representative

Before beginning Work, Contractor shall notify the City in writing of one (1) person within his organization, satisfactory to the City, who shall have complete authority to supervise Work, to receive orders from the City, and to represent and act for Contractor in all matters arising under Agreement. Contractor shall not remove his 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 City, in writing, of the designation of an assistant, satisfactory to the City, with full authority to act for the representative in his absence, or shall make substitute arrangements satisfactory to the City. When neither Contractor, his 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-35 SUBCONTRACTORS AND SUPPLIERS

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

In addition to the designation of Subcontractors in the proposal documents, Contractor shall submit to the City a listing of the Subcontractor 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 Subcontractor submittals sufficiently in advance of construction requirements to provide the Engineer and City with no less than sixty (60) days for review and appropriate action.

Neither Contractor nor any Subcontractor shall award Work to any Subcontractor without prior written approval of the City. Contractor shall be as fully responsible to the City for the acts and omissions of all Subcontractors and Suppliers, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to Work to bind Subcontractors and Suppliers to Contractor by the terms of the General Conditions and other Agreement Documents, insofar as applicable to the work of Subcontractors and Suppliers, and to give Contractor the same power as regards terminating any subcontract that the City may exercise over Contractor under any provisions of the Agreement Documents.

Nothing contained in this Agreement shall create any contractual relation between any Subcontractor, Supplier and the City. The Contractor shall not award more than seventy-five percent (75%) of the Work to Subcontractors.

## GC-36 INSPECTION OF WORK

### GC-36.1 General

All of Work shall be subject to inspection by the City 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-28. Inspection of the balance of Work will be in accordance with this article, unless otherwise expressly indicated. Material tests conducted pursuant to Clause GC-30 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-36.2 Engineer's Access to Work

The Engineer shall have access to, and may inspect Work at all times and places. He 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 Engineer will designate the Materials and Equipment to be inspected at the place of production or manufacture. Contractor shall give the Engineer fourteen (14) days advance written notice of the start of manufacture or production of Materials and Equipment so designated. The Engineer's failure to so designate Materials and Equipment shall in no way limit his 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 Subcontractor of the inspection requirements of this clause.

#### GC-36.3 Cooperation And Safety

The Engineer 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 Engineer reasonable advance notice of operations requiring special inspection of a portion of Work at any time by reasonable advance notice to the Engineer.

If requested by the Engineer, the Contractor shall submit written certification, in a form approved by the Engineer, that he has inspected the Work prior to inspection by the Engineer, 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 reinspection 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 Engineer all reasonable facilities for his safety and convenience in inspecting the Work, at all times and at all places where inspection may take place. If the Engineer finds that conditions are unsafe for inspection at a particular location, he 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-36.4 Inspection of Covered or Completed Portions of Work

If so ordered in writing by the Engineer, 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-21 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-41. If such portion of Work was covered or completed without the approval of the Engineer, where such approval was required by the Specifications or required in advance by the Engineer, Contractor shall bear all costs involved in the inspection, notwithstanding conformance of such portion of Work with the Agreement Drawings and Specifications.

#### GC-36.5 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 Engineer during performance of any of the Work, nor acceptance of the whole or any part of the Work by the Engineer, nor any possession taken by the City or its employees shall operate as a waiver of any provision of this Agreement or any power herein reserved to City 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 City 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-36.6 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-37 CITY'S AUTHORITY

The City 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 City may implement and enforce its decisions by orders, instructions, notices, and other appropriate means.

Any oral decision, order, instruction, or notice of the City 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 City and Contractor or its representative will be through the City.

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. Inspector will have authority to reject defective Material and to suspend Work that is being improperly done, subject to the final decision of the City. Inspector shall, in no case, act as foreman or perform other duties for Contractor.

#### GC-38 PROGRESS PAYMENTS

##### GC-38.1 Progress Estimates

The Contractor shall submit to the Engineer for approval, in the form directed or acceptable to the Engineer, 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 Engineer 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 Engineer, 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 Engineer's approval, on City furnished 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-38.2 Progress Payments

Upon completion of each monthly estimate of Work performed and Materials furnished, the Engineer, 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 Engineer to establish the City's title to such Materials or Equipment or otherwise protect the City's interest, including applicable insurance. No progress estimate or payment needs to be made when, in the Engineer'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). Contractor will be paid on or before the twenty-fifth day following receipt of the approved estimate.

#### GC-38.3 Retention from Progress Payments

The amounts retained by the City 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 Engineer 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 written request from the Contractor, the City may reduce retainage to the Contractor for payment of retainage to Subcontractors who have completed their Work. If such retainage is released, the Contractor shall furnish the City with an affidavit certifying that all monies due the Subcontractor have been paid. If the City determines that the released retainage has not been paid to the Subcontractor, the amount released shall be reinstated.
- D. The City may reinstate ten percent (10%) withholding if the Engineer 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-38.4 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 promptly pay each Subcontractor upon receipt of payment from the City, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which said Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Subcontractors in similar manner.
- C. The City may, on request and at its discretion, furnish to any Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the City on account of Work done by such Subcontractor.

- D. Neither the City nor the Engineer shall have any obligation to pay or to see to the payment of any Subcontractor, 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 City, 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 City-Contractor Agreement are hereby declared to constitute trust funds in the hands of Contractor, to be applied first to the payment of claims of Subcontractors, 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 Engineer, it shall be the duty of Contractor to file with the Engineer a verified statement, in form satisfactory to the Engineer, 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 City 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. City reserves the right to issue any Progress Payment and Final Payment by check jointly to Contractor and any Subcontractor or Supplier at City's option.
- I. Should the City 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, plus one percent.
- 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-38.5 Payments Withheld

- A. The City may decline to approve payment and may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the City 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 Subcontractors, 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 City 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-38.5 A., above are removed, payment shall be made for amounts withheld because of them.

### **GC-39 SUBSTANTIAL COMPLETION ("Substantial Completion")**

#### **GC-39.1 Certificate of Substantial Completion**

When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the City, is Substantially Complete as defined in Paragraph GC-3, the Contractor shall prepare for the Engineer 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 Engineer, on the basis of an inspection, determines that the Work or designated portion thereof is Substantially Complete, they 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 City 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 City and the Contractor for their written acceptance of the responsibilities assigned to them in such Certificate.

### GC-39.2 Retainage Adjustment

Upon Substantial Completion of the Work or designated portion thereof, and upon application by the Contractor and approval by the Engineer, the City 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 City-Contractor Agreement.

### GC-39.3 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-39.4 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-40 FINAL PAYMENT ("Final Payment")

### GC-40.1 Certificate for Final Payment

Following the Engineer'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 Engineer a Written Notice that the Work is ready for final inspection and acceptance, and shall also forward to the Engineer a final Application for Payment. Upon receipt, the Engineer will make the necessary evaluations. When the Engineer finds the Work acceptable under the Agreement Documents and the Agreement fully performed, the Engineer will issue a certificate for Payment that will approve the Final Payment due the Contractor.

### GC-40.2 Final Payment Conditions

Neither the Final Payment nor the remaining retainage shall become due until the Contractor submits to the Engineer:

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 and/or trailers, if any, to remain as City 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 Engineer or City, 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 Engineer or City. If any Subcontractor refuses to furnish a release or waiver required by the Engineer or City, the Contractor may furnish a bond satisfactory to the City to indemnify the City against any such loss. If any lien or indebtedness remains unsatisfied after all payments are made, the Contractor shall refund to the City 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 City, 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-40.3 Waiver of Claims by City

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

1. Unsettled liens and third party claims against the City or the Engineer;
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 City resulting from lawsuits brought against the City, the Engineer, or their agents, employees, or representatives because of actions or omissions on the part of the Contractor, his Subcontractors, Suppliers, or any of their employees, agents, or representatives.

#### GC-40.4 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-41 CHANGES AND EXTRA WORK

##### GC-41.1 Authority For Changes

The Engineer may make changes in the Drawings or Specifications and in the quantities of Work to be done under the Agreement.

##### GC-41.2 Change Orders

Without invalidating the Agreement, the Engineer may at any time, or from time to time, by written order, order 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. 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-41.3 Written Notice

The Engineer 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 Engineer 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 him to a Change in Agreement Price or Time or both.

Should Contractor believe that such Written Notice entitles him to change in Agreement Price or Time, or both, he shall give the Engineer 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 Engineer shall render a timely, written decision on the Contractor's request for a change in Agreement Price or Time. Should the Engineer 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 Engineer'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-41.4 Extra Work

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

#### GC-41.5 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, they are given for use 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 City 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.

### GC-42 CHANGE ORDERS

#### GC-42.1 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 Engineer and approved by City. 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 Engineer determines that a change requiring additional Work will cause delay in completion of Work, the Engineer 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-42.2 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 City, as determined by the Engineer:

- 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. The Contractor and all Subcontractors shall be entitled to the same fees as specified in Section GC-42.2 C. and GC-42.3 E; 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-42.3. Contractor's fee for Force Account Work performed by his 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-42.3 E.

#### GC-42.3 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 Engineer. 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, workmens' 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 Engineer. 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 Engineer 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 Engineer 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 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 Engineer, 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 Engineer for his 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-42.3.

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 Engineer 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 Engineer 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 Subcontractor'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-42.2 C. One additional allowance of five percent (5%) of the Subcontractor's total costs will be granted to Contractor for overhead and profit regardless of the tier of the Subcontractor.

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

The City 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) Subcontractors and Suppliers of purchased Equipment.

If similar work is not being performed at the Work site, and if required by City, Contractor shall obtain three (3) competitive proposals for the requirements of the Change Order and the Agreement Documents from Subcontractors acceptable to

the Engineer. Selection of the Subcontractor shall be subject to the approval of the Engineer and the City.

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 Engineer 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 his stock, that the price and transportation of the Material as claimed represent actual cost.

H. If, in the City's opinion, Contractor or any of his Subcontractors, 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 City, the Engineer 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 Engineer may

independently determine the reasonable cost of the Work and the Contractor will be entitled only to the reasonable cost so estimated by the Engineer.

#### GC-42.4 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-42.3 A, B, C, and D, above.

#### GC-42.5 Change Orders Limited

Except as provided in GC-41 and GC-42, no order, statement or conduct of the Engineer shall be treated as a "Change Order" or entitle the Contractor to any adjustment hereunder of the Agreement Price or Agreement Time.

#### GC-42.6 No Work Stoppage

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

#### GC-42.7 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-43 DISAGREEMENT WITH ORDERS FOR CHANGE

Contractor's written acceptance of a Change Order or other order for changes shall constitute his 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, he may submit a notice of potential claim to the Engineer in accordance with Clause GC-46 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 his obligations under Clause GC-42, Change Orders.

### GC-44 CHANGED CONDITIONS

Contractor shall notify the Engineer 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 Engineer shall promptly investigate the conditions, and if he 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-41. If the Engineer determines that conditions of which he has been notified by Contractor do not justify an adjustment in compensation, he will so advise Contractor in writing. Should Contractor disagree with such determination, he may submit a notice of potential claim to the Engineer as provided in Clause GC-46.

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 therefor may be extended by the Engineer.

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

#### GC-45 INVESTIGATION OF SUBSURFACE SITE CONDITIONS

Investigations of the subsurface conditions at the Project site were prepared in anticipation of this Project. These include logs of test holes, results of field and laboratory tests and similar materials. Data obtained in such investigations is available at the Designer's office for review during the bid preparation period. These reports are offered without guarantee or representation of such. The data obtained from these borings and investigations represent the character of the information gathered only on the day on which the borings were made and at the exact location at which they were made. They shall not, in and of themselves, be considered representations within the meaning of the clause GC-46. Similar conditions may or may not exist on or throughout the Project site, or any part of it. Other conditions may or may not be encountered, no guarantees are made or implied.

Opinions, conclusions, interpretations or deductions concerning subsurface conditions which may be expressed or implied in any of the Materials and data which are made available to the Contractor, or any matters contained therein of which the Contractor has, or reasonably should have, independent knowledge of, shall not be considered representations of subsurface conditions within the meaning of Clause GC-46. Under no circumstances will an Agreement adjustment in cost and/or time be made solely on the comparisons made or drawn from this data. The logs and data on test holes are not guaranteed to be indicative of any soil type, rock strata or water table

levels in part or in whole. The Contractor is advised to exercise all care in performing their own investigation to develop information or confirm the available data.

## GC-46 NOTICE OF CLAIM

### GC-46.1 Time Limit

No claim by the Contractor against the City for additional compensation or other injury or damage shall be valid unless a notice of claim is filed with the Engineer and the City 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-46, accompanied by vouchers and other supporting data, shall have been filed with the City and the Engineer by the Contractor within thirty (30) days after the occurrence of said event.

### GC-46.2 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-47 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-48 DECISION OF CLAIMS

### GC-48.1 Claim Review

Upon receiving a statement of claim, complying with the requirements of GC-46 and GC-47 and with the advice and assistance of the Engineer as appropriate, the City shall review the statement of claim submitted by the Contractor. In conducting this review, the Engineer shall have the right to require the Contractor to submit such additional or supporting documents, data and other information as the City and/or the Engineer 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 City and/or the Engineer, the City in consultation with the Engineer 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 City, the Contractor as a condition precedent to any further action to resolve such dispute must notify the City and the Engineer in writing within five (5) days following receipt of the decision of the factual basis of such dispute and permit the City fifteen (15) additional days to reconsider and, if it deems it appropriate, issue a modified decision.

### GC-48.2 No Waiver

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

### GC-48.3 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 City and shall constitute an absolute waiver of the claim and the right to file or thereafter prosecute the same.

## GC-49 MEASUREMENT AND PAYMENT

### GC-49.1 Measurement

All items of Work to be paid for at Agreement Prices per unit of measurement will be measured or certified by the Engineer.

### GC-49.2 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-50 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 City. Such findings shall be reported immediately to the Engineer who will determine the further operations of Contractor, the method of removal, where necessary, and the final disposition thereof.

### GC-51 SEPARATE AGREEMENTS

#### GC-51.1 Separate Contractors

The City reserves 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 his 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 Engineer any defects in such work that render it unsuitable for such proper execution and results.

#### GC-51.2 Cooperation

The City 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 City, if it is performing the additional work itself, reasonable opportunity for the introduction and storage of materials and equipment and the execution of work and shall properly connect and coordinate his work with theirs.

#### GC-51.3 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 City or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Engineer 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 City'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-51.4 Notice to Contractor

If the performance of additional work by other contractors of the City 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-51.5 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 City or the Engineer on account of any delay or damage alleged to have been caused by the Contractor, the City shall notify the Contractor, who shall defend such proceedings at the Contractor's expense, and if any judgment or award against the City or the Engineer arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court costs which the City has incurred.

GC-51.6 City'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 City may clean up and carry out such work and charge the cost thereof to the contractors responsible therefor as the Engineer shall determine to be just.

GC-52 OFFICIAL NOT TO BENEFIT

No officer or employee of the City 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 City in which any officer or employee of the City shall be personally interested shall be void, and no payment shall be made thereon by the City 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.

GC-53 BRIBES

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

## GC-54 PRECONSTRUCTION CONFERENCE

Within twenty (20) days after delivery of the executed agreement by City to Contractor, but before issuance of Notice to Proceed, a conference may 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 City for approval, prior to the preconstruction conference, a preliminary schedule of Shop Drawing submittals, and certification of insurance as required by Appendix B.

## GC-55 TIME OF COMPLETION AND LIQUIDATED DAMAGES

### GC-55.1 Liquidated Damages (No Applicable for this Solicitation)

It is understood and agreed that the City 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 Engineer, 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 delay in Substantial Completion of the entire Work: \$ 500/ day

For Each day of delay in Final Completion of the entire Work: \$ 500/ day

The amount of such charges is hereby agreed upon as fixed liquidated damages due the City 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.

### GC-55.2 No Penalty

The fixed liquidated damages are not established as a penalty but are calculated and agreed upon in advance by the City 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 City 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 his surety. Any excess amount owing as liquidated damages shall be paid upon demand.

#### GC-56 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 City or its authorized representative during the Work and for a period of three (3) years after Final Payment.

#### GC-57 MEDIATION OF DISPUTES

In the event of any controversy, claim, dispute or other matter in question arising out of or relating to this Agreement or 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 resolve the dispute utilizing the Disputes Review Board. The Disputes Review Board may recommend, if both parties agree, 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-58 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 Engineer shall have full power and authority to designate and prepare the documents to be used and the Contractor and all Subcontractors and Material Suppliers shall utilize the documents so prepared and provided to them by the Engineer and shall follow the instructions of the Engineer 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 Engineer under the authority of this Section is subject to rejection by the Contractor under the terms hereof, it shall notify the Engineer thereof within ten (10) days following his 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 Engineer 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 Engineer.

## GC-59 MISCELLANEOUS PROVISIONS

### GC-59.1 Governing Law

The Agreement shall be governed by the law of the State of Georgia.

### GC-59.2 Contingent Assignment

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

### GC-59.3 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 City or the Engineer, 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 City and hereby agrees that no default, act, or omission of the City, or the Engineer, shall constitute a material breach of the Agreement entitling the Contractor to cancel or rescind the provisions of this Agreement or (unless the City 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 his right to money damages.

#### GC-59.4 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-59.5 Obligation to Perform

Contractor shall carry on the Work and adhere to the Progress Schedule during and notwithstanding all disputes or disagreements with City. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as Contractor and City may otherwise agree in writing.

#### GC-59.6 Labor Relations

Work on the Project may be performed by both union and nonunion separate contractors, Subcontractors, 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, Subcontractors, 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 City, 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 (24) hours take all legal action permitted by such labor agreements or by law in order to expedite resumption of Work on this Project.

#### GC-59.7 Covenant Not to Sue

Should the City elect to terminate the employment of 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 City by reason thereof, until the City 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 City for all costs resulting to the City therefrom, including, without limitation, all attorneys' fees expended by the City in defending said suit or proceeding, unless a positive determination is made therein that the Contractor's termination by the City was motivated by fraud and bad faith and was without justification of any kind.

## GC-60 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, City of Atlanta, and to warrant the following:

- a) The Contractor shall not discriminate against any employee, or applicant for employment, because of race, creed, religion, color, sex or national origin, marital status, physical handicap or sexual orientation. 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.  
  
Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notice to be provided by the Compliance Officer setting forth the provisions of the non-discrimination clause.
- b) Contractor shall in all solicitation or advertisement for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, creed, religion, color, sex, national origin, marital status, physical handicap or sexual orientation.
- c) Contractor shall send to each labor union or representative of workers with which Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor commitments under the Equal Employment Opportunity Program for the City of Atlanta and under this Ordinance, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Contractor shall register all workers in the skilled trades who are below the journeyman level with the Bureau of Apprenticeship and Training.
- d) Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to this Ordinance 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.
- e) Contractor shall take such action with respect to any subcontractor as the City may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for 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 City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the Equal

Employment Opportunity Program of the City. In the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interests of the United States.

- f) Contractor and his subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City of Atlanta. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and his Subcontractors.
- g) Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor or vendor.
- h) A finding, as hereinafter provided, that a refusal by Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
  - (1) Withholding from Contractor in violation all future payments under the involved public contract until it is determined that Contractor or Subcontractor is in compliance with the provisions of the Agreement;
  - (2) Refusal of all future bids for any public contract with the City of Atlanta or any of its departments or division until such time as the Contractor or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article;
  - (3) Cancellation of the public 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 the contract, appropriate proceeding may be brought to enforce those provisions, including the enjoining, within applicable laws, of contractors, Subcontractors, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

GC-61 EQUAL BUSINESS OPPORTUNITY (EBO)

During the performance of this Agreement, Contractor agrees to comply with all provisions of Part 2, Chapter 2, Article X, Division 11, including Section 2-1441 through 2-1460 of the Code of Ordinances of the City of Atlanta, the Equal Business Opportunity ("EBO") Program and to warrant the following:

The Consultant agrees to make good faith efforts to meet the goals for this Agreement by making available opportunities for Minority Business Enterprises ("MBE"), African American Business Enterprises ("AABE"), Hispanic Business Enterprises ("HBE"), Asian Business Enterprises ("ABE"), Native American Business Enterprises ("NABE"), and Female Business Enterprises ("FBE"), for utilization in the Work set forth within this Agreement, and shall take the following actions as part of its good faith efforts:

1. Notification to MBEs and FBEs that the Contractor has subcontracting opportunities available and maintenance of records of the MBEs' and FBEs' responses.
2. Maintenance by the Contractor of a file of the names and addresses of each MBE and FBE contacted and action taken with respect to each such Agreement.
3. Dissemination of the Contractor's EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with all Subcontractors and Suppliers.
4. Specific and continuing personal (both written and oral) recruitment efforts directed at MBE and FBE Contractor organizations, MBE and FBE assistance organizations.
5. Sub-division of the Agreement into economically feasible segments as practical to allow the greatest opportunity for participation by MBEs and FBEs.
6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases of material for as many MBE and FBE Subcontractors as possible.
7. Adoption of the Equal Business Opportunity Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the last day of each month following the award of the Work set forth in this Agreement.



9. The Contractor further agrees that its breach of the EBO provisions contained herein shall subject it to any or all of the following penalties:

- a) Withholding of ten per cent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance;
- b) Withholding of all future payments under the involved project until it is determined that the Contractor is in compliance;
- c) Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its departments or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein; and
- d) Cancellation of the eligible project.

## GC-62 WAGE RATES AND REPORTING PROCEDURES

### GC-62.1 Certified Payrolls

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

### GC-62.2 Submittals

All required payrolls shall be submitted to the Office of Contract Compliance. Any questions concerning these submittals can be addressed:

Office of Contract Compliance  
55 Trinity Avenue, Suite 1700  
Atlanta, Georgia 30303  
(404) 330-6010

### GC-62.3 Wage Requirements

Contractors shall pay the prevailing wages as stipulated by the wage scale(s) which are incorporated in Exhibit C. 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-63 TECHNICAL MANUALS

These manuals are operator and shop maintenance instructions which 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 which provide 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.

### GC-63.1 Preparation Instructions

A technical 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.

### GC-63.2 Contents of Technical Manuals

The contents of complete set of technical manuals shall include, at a minimum, of the following:

- (a) Table of Contents;
- (b) Operating instructions;
- (c) Preventive maintenance, service, and corrective maintenance or repair instructions;
- (d) Parts list with recommended quantity; and
- (e) Approved Shop Drawing(s).

### GC-63.3 Binding and Deliver

The manual(s) shall be bound or otherwise securely enclosed in an oil and moisture resistant binder(s). Each binder cover shall indicate the manufacturer's name, Agreement number, model number, and serial number of the unit or Equipment. Four (4) copies of the manual(s) shall be delivered with the Shop Drawings and must be approved with the Shop Drawings.

## GC-64 TESTING LABORATORY SERVICES

### GC-64.1 Scope

- A. From time to time during progress of the Work, the City may require testing to determine that materials meet the requirements of the Specifications. Testing will be done by a Lab designated by the City for specified field quality control. Such testing includes, but is not necessarily limited to:
1. Cement;
  2. Aggregate;
  3. Concrete;
  4. Soil-cement;
  5. Asphalt;
  6. Steel and metals;
  7. Welding;
  8. Soil compaction; and
  9. Bituminous pavement.
- B. Requirements for testing may be described in various sections of these Specifications, where no testing requirements are described but the City decides that testing is required to demonstrate compliance with specified material or performance standards, the City may require testing to be performed under current pertinent standards for testing.
- C. Employment of a testing laboratory shall in no way relieve the Contractor of Contractor's obligation to perform Work meeting the requirements of the Agreement.
- D. The independent testing laboratory, except as specified, shall be selected and paid by the City for one passed test and this test shall not be included in the Contractor's proposal. The Contractor shall be responsible for notifying the City to schedule the testing.
- E. The Contractor shall pay directly for the services of the independent testing laboratory, approved by the City, for the following:
1. Concrete mix design and
  2. Other materials and workmanship requirements specified in Divisions 2 through 12, unless otherwise specified.

### GC-64.2 Laboratory Duties

- A. Cooperate with City and Contractor.
- B. Provide qualified personnel promptly.
- C. Perform specified inspections, sampling and testing of materials and methods of construction.

1. Comply with specified standards, ASTM, other recognized authorities and as specified.
  2. Ascertain compliance with requirements of Agreement Documents.
- D. Promptly notify City and Contractor of irregularity or deficiency of Work observed during performance of Work.
- E. Promptly submit three (3) copies [two (2) copies to City and one (1) copy to Contractor] of report of inspections and tests in addition to those additional copies required by the Contractor including:
1. Date issued;
  2. Project title and number;
  3. Testing laboratory name and address;
  4. Name and signature of inspector;
  5. Date of inspection or sampling;
  6. Record of temperature and weather;
  7. Date of test;
  8. Identification of product and Specification section;
  9. Location of Project;
  10. Type of inspection or test;
  11. Results of test; and
  12. Observations regarding compliance with Agreement Documents.
- F. Perform additional services as required.
- G. Laboratory is not authorized to:
1. Release, revoke, alter or enlarge on requirements of Agreement Documents and
  2. Approve or accept any portion of Work.

GC-64.3 Contractor Responsibilities

- A. Cooperate with laboratory personnel, provide access to Work and/or manufacturer's requirements.
- B. Provide to laboratory, preliminary representative samples, in required quantities, of materials to be tested.
- C. Furnish copies of mill test reports.
- D. Furnish required labor and facilities.
  1. To provide access to Work to be tested
  2. To obtain and handle samples at the site
  3. To facilitate inspection and tests
  4. Build or furnish a holding box for concrete cylinders or other samples as required by the laboratory.
- E. Notify laboratory sufficiently in advance of operation to allow for the assignment of personnel and schedules of tests.

F. Copies of all correspondence between the Contractor and testing agencies shall be provided to the City.

GC-64.4 Quality Assurance

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) or applicable association, society, etc. (SSPC, etc.)

GC-64.5 Product Handling

Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting or replacement of materials with the least possible delay in progress of the Work.

GC-64.6 Furnishing Materials

The Contractor shall be responsible for furnishing all materials necessary for testing.

GC-64.7 Code Compliance Testing

Inspections and tests required by codes or ordinances or by a plan approval authority, and made by a legally constituted 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.

GC-64.8 Convenience Testing

Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

GC-64.9 Schedule for Testing

A. Establishing Schedule

1. 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 finds, and make all arrangements for the testing laboratory to be on site to provide the required testing.
2. Provide all required time within the construction schedule.

B. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

GC-64.10 Test and Certification

A. General: At a minimum, the following tests shall be performed and the following certifications provided:

1. Cement: Certified test results by cement manufacturer or by independent laboratory shall be furnished as required by the City.
2. Aggregate and Mortar Sand: Certified test results by aggregate producer or by independent laboratory shall be furnished as required by the City.
3. Concrete:
  - a. At least five (5) standard 6-inch cylinders shall be taken each day for each one hundred (100) cubic yard or fraction thereof for each class of concrete used;
  - b. The number of cylinders, the point of sampling, and the method of securing the samples shall be determined by the City;
  - c. The five (5) samples shall be taken to the testing laboratory for laboratory curing;
  - d. Two (2) of the laboratory cured samples shall be tested at seven (7) days, two (2) samples tested at twenty-eight (28) days; one (1) samples in reserve;
  - e. Test all concrete in accordance with ASTM C31-69, C39-71 and C-172;
  - f. Slump Tests:
    - (1) Perform slump tests on the mob in accordance with ASTM standards;
    - (2) One (1) slump test shall be performed for each twenty-five (25) cubic yards of concrete;
    - (3) More slump tests shall be performed if deemed necessary by the City;
  - g. Perform air entrainment tests in accordance with the following standards:
    - (1) Field test – ASTM C-173; and
    - (2) Laboratory Tests – ASTM C231.

B. Precast and Concrete Block for Buildings

1. Block and precast may be visually inspected on the site by the City.
2. The City reserves the right to have the concrete block tested by an independent laboratory.

C. Steel and Miscellaneous Metal: Reinforcing steel, structural steel and miscellaneous metal may be inspected visually on the site by the City.

D. Welding: One percent (1%) of all structural welds during construction shall be inspected either visually or by an independent laboratory as required by the City.

E. Compaction of Earthwork:

1. The compaction shall be tested by the City or by an independent laboratory.
2. The testing shall be performed in a manner in accordance with these Specifications.

F. Bituminous Concrete: The material testing for the bituminous concrete shall be performed by an independent laboratory as deemed necessary by the City.

GC-64.11 Taking Specimens

Unless otherwise provided in the Agreement Documents, all specimens and samples for tests will be taken by the testing laboratory or the City.

GC-64.12 Transporting Samples

The Contractor shall be responsible for transporting all samples, except those taken by testing laboratory personnel to the testing laboratory.

**\*\*END OF GENERAL CONDITIONS\*\***

**EXHIBIT B**

**SCOPE OF WORK**



## Scope of Services for: FC-5683, Citywide Demolition Services

### OBJECTIVES

The City of Atlanta ("COA"), Department of Procurement ("DOP") on behalf of the Atlanta Police Department ("APD") has solicited for a prime Contractor to perform all planning, administrative, permitting, salvaging, execution, removal and grading/erosion requirements necessary to safely demolish specified structures. Proper disposal of all removed items is mandated. All service requests will be performed at the City's discretion on an as-needed basis, at various City locations.

### BACKGROUND

The City is projected to demolish over 300 structures over the next three (3) years. Service requests may include a single-family house, multi-building apartment complex, large commercial, industrial or even an institutional property. Most demolition requests are anticipated to be residential structures; however Contractors are required to possess the requisite skills to demolish non-residential structures less than four-stories. Additionally, all projects must be carried out in an efficient and workmanlike manner.

Prior to demolition, each structure is inspected by a separate certified asbestos inspection contractor to determine the presence (or not) of asbestos containing material. If such material is present, a separate certified asbestos abatement contractor abates and disposes all asbestos in accordance with federal and state regulations. **The Contractor will then be responsible for providing advanced notification to the Georgia Environmental Protection Division and secure clearance from EPD to proceed prior to demolition. The Contractor must obtain all required permits from the authorized agency prior to demolition. The Contractor will also be responsible for contacting the appropriate utility companies for capping of existing utilities.**

After demolition, the Contractor will be responsible for removing all debris from the premises, trash, litter, rubbish, rubble and foundation exposed above the ground level. All removed items must be disposed of in accordance with State law. Once the structure(s) is demolished, the Contractor will be responsible for filling any excavation or other depressions to existing grade with clean dirt, containing no more than twenty-five (25%) per cent stone or masonry. Finally, the Contractor will be responsible for adequately sloping and draining all filled areas with plants, seeds and/or straw. All erosion control standards outlined by the City's Office of Site Development must be adhered to, including but not limited to silt fencing.

### 1.0 MINIMUM QUALIFICATIONS

- The Contractor must be able to demonstrate a minimum of three (3) years experience in the Demolition industry.

- The Contractor must furnish all supervision, labor, materials, machinery and tools. **No equipment shall be leased or rented by Contractor to carry out the work.** Verification of ownership will be completed by City official when assessing serial numbers of approved equipment.
- The Contractor must agree to incur all initial costs and obtain all required permits (*if applicable*). The Contractor will be reimbursed for all permitting and dumping fees.
- The Contractor must submit notice of intent to demolish (Georgia Project Notification Form) to the Environmental Protection Division before obtaining demolition permit.
- The Contractor must obtain a rodent clearance letter prior to demolition.
- The Contractor must demonstrate at least three (3) years experience in the salvage and/or subsequent sale of reusable materials from demolition or other construction activity.

## 2.0 SCOPE OF SERVICE

Services will include, but not limited to, the following major elements:

### A. Demolition shall not begin until:

1. The proper permit(s) has been issued by the authorized agency.
2. A sewer plug permit has been issued by the authorized agency.
3. All appropriate utility connections have been removed.
4. The City's designee has been notified of the demolition start date.
5. A rodent clearance letter has been obtained.

### B. Demolition shall include removal of the entire existing structure, foundation, basement slabs, driveways, shrubs and other miscellaneous site features including overgrowth of grass and weeds, trash, litter, rubbish and tires (interior and exterior). All demolition debris shall be disposed of legally in an approved landfill from each project site and provide the City with proof of dumping receipts (the contractor must comply with EPA regulations, hauling and disposal regulations).

### C. Erosion Control:

1. Construction Access: Either by using driveways or the creation of a crush stone construction access, all access or egress shall be limited to this area so that control is exercised in order to minimize or prevent the tracking of mud onto City streets by the Contractor's motorized equipment.
2. Sediment Barrier: The Contractor shall provide such sediment barriers as necessary in order to intercept all water borne pollution before it escapes to City streets or the property of others.
3. Other BMPs: Due to unique features of particular properties, the designee of the Office of Code Compliance may require additional control features upon

completion of items 1 and 2. Specific inspection and approval will be required upon completion of these items and before any off-street activity is allowed. The City or its Engineering Departments of applicable counties may be requested to provide inspection assistance.

4. Fill any excavation or other depressions to existing grade with clean soil containing no more than twenty-five percent (25%) stone or masonry and adequately slope and drain all filled areas (soil and backfill cavities shall be obtained from locations outside the project area, at the Contractor's expense).
  5. The Contractor shall stabilize all disturbed areas in accordance with the City of Atlanta's Soil Erosion and Sedimentation Control Ordinance. Once permanent stabilization occurs, the Contractor shall remove all BMPs.
- D. Under no circumstances shall burial and burning of waste materials which includes, but not limited to trash, litter and debris be allowed on the job site. The Contractor must keep the premises and public right-of-way reasonably clear at all times.
  - E. Basement slabs shall be broken to allow water passage to reduce anaerobic decomposition and left in place and filled over. All wells, septic tanks or other cavities shall be completely filled, covered and secured. This shall be left in a safe and clean condition.
  - F. The Contractor shall contact the appropriate utility companies to ascertain that utility service connections (i.e. water, gas, electricity and telephone) to the structure have been removed in accordance with the regulations of the utility concerned and all applicable local Codes and Ordinances. All water, gas and sewer lines shall be closed/sealed and made gas tight. The Contractor is responsible for any direct or indirect damages to any utility structure or property through or by reason of the removal process.
  - G. Under no circumstances will blasting be done on the premises.
  - H. Perishable materials must not become a part of any fill placed or left on the site.
  - I. Upon completion of the work, the Contractor shall remove all temporary construction equipment, dumpsters and trash and debris of all kinds.
  - J. The Contractor shall be responsible for all fees, charges and costs required to complete scope of service. Prior to starting a project, the Contractor shall meet with the City's designee to review the scope of work for each property, in order to, price each individual job and to verify the structure to be demolished.
  - K. The Contractor shall perform demolition projects Monday through Friday between the hours of 8:00am and 6:00pm. The Contractor shall not perform demolition projects on calendar holidays.
  - L. The Contractor shall contact the City's designee for an inspection within 48 hours upon completion of the project to confirm compliance. The Contractor is responsible for providing the City's designee with photos of the finished project prior to inspection.

Once the project is approved by the designee, the Contractor shall submit an invoice for payment based on the agreed price prior to demolition (include proof of dumping with a copy of the dumping receipts).

M. The City will provide a post asbestos abatement clearance letter to the Contractor. In addition, the City will provide photos and maps to the Contractor.

N. Safety:

1. The Contractor shall be solely responsible for adequate protection and safety for personnel, visitors and property on the site at all time during the excavation of any future agreements.

O. Salvaging:

1. The Contractor will also be required to take reasonable efforts to salvage reusable materials as required by state law (OCGA § 41-2-9). The demolition contractor will be required to sell such salvaged materials (without the necessity of public advertisement and bid) the proceeds of which shall be credited against the cost of demolition.

P. Security:

1. The Contractor shall be solely responsible for the security of the work area. The work area is to be restricted only to authorized, trained and protected personnel and/or visitors. These may include the Contractors employees, employee of subcontractors (if applicable), the City's authorized designee(s) and state and local inspectors.
2. The Contractor shall notify the City's designee or other respective departments of any extraordinary event which occurs during each project assignment immediately.

Q. Damages to Property:

1. The Contractor agrees to replace and/or repair any damages to sidewalks, driveways, fences/walls and other property which may result from conditions created by the Contractor, his employees or agent during the performance of work specified under this contract. The Contractor must respond to all complaints within FIVE (5) DAYS. All claims must be reported to the City's Law Department immediately.

**EXHIBIT C**

**REQUIRED SUBMITTALS**



**CITY OF ATLANTA AFFIDAVIT  
VERIFYING STATUS FOR RECEIPT OF PUBLIC BENEFIT  
SUBMITTED TO DEPARTMENT OF PROCUREMENT**

By executing this affidavit under oath, as an applicant for a City of Atlanta Contract, Business License or Georgia Occupation Tax Certificate, Alcohol License, Taxi Permit, Insurance Company License or other public benefit as referenced in O.C.G.A. Section 50-36-1, I am stating the following with respect to my application for a City of Atlanta public benefit:

For: \_\_\_\_\_

[Name of natural person applying on behalf of individual, business, corporation, partnership, or other private entity]

1)   X   I am a United States Citizen

OR

2) \_\_\_\_\_ I am a legal permanent resident 18 years of age or older or I am an otherwise qualified alien or non-immigrant under the Federal Immigration and Nationality Act 18 years of age or older and lawfully present in the United States.\* **All non-citizens must provide their Alien Registration Number below.**

**In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of Code Section 16-10-20 of the Official Code of Georgia.**

LAUREN WHITEHEAD  
Notary Public  
Cobb County  
State of Georgia  
My Commission Expires Dec 11, 2015

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE

  7   DAY OF   March  , 20  12    
  Lauren Whitehead    
NOTARY PUBLIC

My commission expires:   Dec 11, 2015  

Signature of Applicant: \_\_\_\_\_ Date:   3-7-12  

Printed Name:   Gina Camberella Rossdale  

\* \_\_\_\_\_  
Alien Registration number for non-citizens

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the federal definition of "alien," legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

\_\_\_\_\_

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

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

152898  
Federal Work Authorization User Identification Number  
9.17.2008  
Date of Authorization  
Name of Contractor: Southern Demolition, LLC  
Name of Project: FC-SSCO  
Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

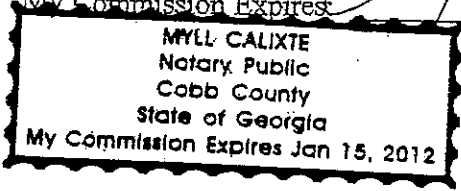
Executed on January, 4, 2012 in Atlanta (city), GA (state)

[Signature]  
Signature of Authorized Officer or Agent

Gina Lombardella Ragsole  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE 4<sup>th</sup> DAY OF January, 2012

[Signature]  
NOTARY PUBLIC  
My Commission Expires 1/15/12



CITY OF ATLANTA, GEORGIA - DEPARTMENT OF FINANCE  
**OCCUPATION TAX REGISTRATION CERTIFICATE**

**VALID ONLY WHEN REGISTRATION TAX REQUIREMENTS ARE PAID**


CERTIFICATE NO. : 125524LGB  
BUSINESS NAME : SOUTHERN DEMOLITION  
LOCATION : 2497 EDWARDS DR NW ATLANTA GA 30318

DATE ISSUED : 2012-01-01      EXPIRES ON : 2012-12-31

BUSINESS NAME AND ADDRESS:



SOUTHERN DEMOLITION  
2497 EDWARDS DR NW  
ATLANTA GA 30318-1109

  
J. Anthony "Jim" Beard, CTP  
Chief Financial Officer

DISPLAY THIS CERTIFICATE IN A CONSPICUOUS PLACE AT BUSINESS LOCATION  
NOT VALID IF BUSINESS LOCATION DOES NOT COMPLY TO CITY ZONING REQUIREMENTS  
NOT VALID UNLESS ACCOMPANIED BY STATE OF GEORGIA LICENSE(S) IF REQUIRED

**CERTIFICATE NOT TRANSFERABLE**

IF BUSINESS TERMINATES OR CHANGES OWNERSHIP DURING CERTIFICATE PERIOD,  
CALL THE BUSINESS LICENSE OFFICE AT 404-330-4270  
THIS CERTIFICATE IS SUBJECT TO ALL APPLICABLE ORDINANCES AND LAWS



Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Southern Demolition, LLC (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

560415 Federal Work Authorization User Identification Number 5/22/12 Date of Authorization

Name of Subcontractor: Nest Properties, Inc

Name of Project: Citywide Demolition Services FC-5683

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on 23<sup>rd</sup> May 2012 in Smyrna (city), GA (state)

Gina Gambardella Raggsdale  
Signature of Authorized Officer or Agent

Gina Gambardella Raggsdale, President  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 23 DAY OF May, 2012

[Signature]  
NOTARY PUBLIC  
My Commission Expires: Aug 9, 2014

**ROBERT CHRISTIAN**  
Notary Public  
Cobb County  
State of Georgia  
My Commission Expires Aug 9, 2014

(Required Submittal)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Southern Demolition, LLC (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby states that its federal work authorization user identification number and date of authorization are as follows:

FWAWIN # 505098

Federal Work Authorization User Identification Number

2/15/2012

Date of Authorization

Name of Subcontractor:

Boutte Tree, Inc.

Name of Project:

FC-5683 Citywide Demolition Services

Name of Public Employer:

City of Atlanta

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on (state)

May 22, 2012 Atlanta (city), GA

Jess Leigh Bault  
Signature of Authorized Officer or Agent

Jess Leigh Bault  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS 22<sup>ND</sup> DAY OF MAY, 2012

[Signature]  
NOTARY PUBLIC  
My Commission Expires 5-30-15



Southern Demolition, LLC (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

14-1884479

12/2003

Federal Work Authorization User Identification Number

Date of Authorization

Name of Subcontractor: S & B Rolloff, Inc.

Name of Project: City wide Demolition

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on May, 5, 2012 in Locust Grove (city), Georgia (state)

Jeanine M. Bunn  
Signature of Authorized Officer or Agent

Jeanine M Bunn  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON THIS THE 5, DAY OF May, 2012

(Required Submittal)

Subcontractor Affidavit under O.C.G.A. § 13-10-91(b)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with Southern Demolition, LLC (name of contractor) on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice of receipt of an affidavit from any sub-subcontractor that has contracted with a sub-subcontractor to forward, within five business days of receipt, a copy of such notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

432282 Federal Work Authorization User Identification Number 9/1/09 Date of Authorization

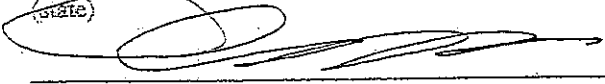
Name of Subcontractor: CASCADE SERVICES CO

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

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)



\_\_\_\_\_  
Signature of Authorized Officer or Agent

ADRIAN MARSH PRESIDENT  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

**EXHIBIT D**

**COST PROPOSAL**

**BID SCHEDULE FOR:**

**FC-5683, Citywide Demolition Services**

TO: The City of Atlanta, Georgia Submitted: March 7, 2012

The undersigned, as Bidder, hereby declares that the only person or persons interested in this Bid, as principal or principals, is or are named herein and that no other person, than herein mentioned has any interest in this Bid or in the Agreement to be entered into, that this Bid is made without connection with any other person, company or parties making a Bid or bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the Site of Work and fully informed himself in regard to all conditions pertaining to the place where the Work is to be done; that he has examined the Agreement Documents for the Work furnished prior to the opening of Bids; and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the City, in the form of Agreement specified, to furnish all necessary Materials, Equipment, means of transportation and labor necessary, and to complete this Project in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Agreement Document to the full and entire satisfaction of the City, and with a definite understanding that no money will be allowed for extra work except as set forth in the Agreement Document.

Bidder hereby agrees to commence Work under this Agreement on or before a date to be specified in the written "Notice to Proceed" from the City.

The undersigned acknowledges receipt of addenda numbered 1 through 1

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 for the Total Bid.

**TOTAL BID**

**Annual Cost for: FC-5683, Citywide Demolition Services**

(\$ 615.35)

Total Bid In Words Six hundred <sup>fifteen</sup> dollars + thirty five cents

Bid Schedule (cont'd.)

Page 2

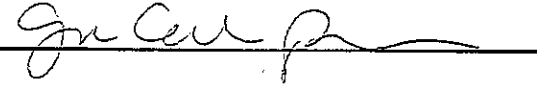
If applicable, the undersigned Contractor understands that quantities are approximate and subject to either increase or decrease by City. Undersigned agrees to do any additional or subtracted based on unit prices set forth herein and the undersigned will make not claims for anticipated profits for any decreases in the quantities. Actual quantities will be determined upon completion of the job.

The undersigned also agrees that extra work, if any, performed in accordance with the General Conditions will be paid for in accordance with the provisions therein. Amounts shall be shown in both words and figures, where indicated. In case of discrepancy the amount shown in words will govern.

The bid prices shall include all costs of completion of the work except as otherwise specified in the Contract Documents. The names and residence addresses of all persons and parties interested in the forgoing bid as principals are as follows:

(Give first and last names in full. In the case of a corporation, give name of president, treasurer, and manager and in the case of a partnership, give names and addresses of members.)

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work. Notice of acceptance should be mailed, telegraphed, or delivered to the undersigned bidder at the following address:

(Name of Bidder) Southern Demolition, LLC  
(Signature of Authorized Representative)   
(Title) President  
(Business Address) 2497 Edwards Dr  
(City and State) Atlanta, GA 30345

(Required Submittal)

| Itemized Tabulation Sheet for:<br>FC-5683, Citywide Demolition Services  |                 |            |
|--|-----------------|------------|
| Services   | Unit of Measure | Unit Price |
| 1- Story Frame Structure   | S.F.            | 3.75       |
| Frame Structure each additional level  | S.F.            | .75        |
| 1- Story Frame w/ Brick Veneer   | S.F.            | 3.90       |
| Frame/Brick Veneer each additional level   | S.F.            | .85        |
| 1- Story Solid Masonry   | S.F.            | 3.90       |
| Solid Masonry each additional level  | S.F.            | .95        |
| 1- Story Concrete w/ Reinforced steel  | S.F.            | 6.50       |
| 1-Story Steel Girder & Metal Clad Structure  | S.F.            | 8.00       |
| Accessory Structure (Frame)  | S.F.            | 2.90       |
| Accessory Structure (Brick or Block)   | S.F.            | 3.00       |
| Structure w/ Steep Roof (area above 6 1/2 pitch)   | S.F.            | 4.75       |
| Removing and Hauling of exterior and interior junk, trash and debris (including but not limited to bulky tree limbs, severe kudzu/vines, shrubby trimmings, furniture, old appliances, etc.) | C.Y.            | 6.35       |
| Cut all overgrowth of weeds, grass and bushes (exceeding 18" in height)  | S.F.            | .30        |
| Concrete paving slabs, reinforced up to 8" thick   | S.F.            | .74        |
| Asphalt pavement   | S.F.            | .50        |
| On site crushing and stockpiling of concrete (quantities greater than 200 cu. yd.)   | C.Y.            | 6.50       |
| Engineering backfill (8" lifts to 95% SPD)   | C.Y.            | 9.50       |
| Additional fill dirt needed to level lot   | C.Y.            | 4.00       |



(Required Submittal)

| Services   | Unit of Measure | Unit Price |
|--|-----------------|------------|
| Shredded, screened, top soil supplied, spread and fine graded  | C.Y.            | 7.25       |
| Kentucky 31 Tall Fescue  | S.F.            | .35        |
| Rye  | S.F.            | .29        |
| Common Bermuda   | S.F.            | .44        |
| Install Silt Screen (36")  | L.F.            | 2.00       |
| Concrete Barriers (8' long)  | EACH            | 325.00     |
| Wood Bollards (6-8" dia)   | EACH            | 40.00      |
| Concrete filled galvanized steel (6-8" dia)  | EACH            | 70.00      |
| Removal of tires   | EACH            | 2.75       |
| Rodent Clearance Letter  | EACH            | 100.00     |
| (This amount should be the same as total listed on your Bid Schedule)  |                 |            |
| TOTAL BID AMOUNT OF UNIT PRICE: <u>615.35</u>  |                 |            |
| <b>Note:</b><br>The Bidder will be reimbursed for permitting fees and dumping fees associated with each project.<br>The Bidder will be responsible for submitting ALL receipts with their invoice. |                 |            |
| <b>Terminology:</b><br>S. F.                      SQUARE FEET<br>C.Y.                        CUBIC YARD<br>L.F.                        LINEAR FEET   |                 |            |

General Decision Number: GA100225 10/28/2011 GA225

Superseded General Decision Number: GA20080225

State: Georgia

Construction Type: Building

County: Fulton County in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 03/12/2010       |
| 1                   | 03/19/2010       |
| 2                   | 04/02/2010       |
| 3                   | 05/28/2010       |
| 4                   | 07/09/2010       |
| 5                   | 08/13/2010       |
| 6                   | 10/22/2010       |
| 7                   | 12/10/2010       |
| 8                   | 12/31/2010       |
| 9                   | 01/14/2011       |
| 10                  | 04/01/2011       |
| 11                  | 04/29/2011       |
| 12                  | 07/01/2011       |
| 13                  | 08/05/2011       |
| 14                  | 09/30/2011       |
| 15                  | 10/14/2011       |
| 16                  | 10/28/2011       |

\* ASBE0048-001 04/01/2011

|   | Rates    | Fringes |
|---|----------|---------|
| ASBESTOS WORKER/HEAT & FROST INSULATOR..... | \$ 25.07 | 12.41   |

-----  
CARP0225-002 07/01/2011

|   | Rates    | Fringes |
|---|----------|---------|
| CARPENTER (including drywall hanging; excluding acoustical ceiling installation and form work)..... | \$ 22.75 | 6.55    |

-----  
CARP1263-001 07/01/2009

|                 | Rates    | Fringes |
|-----------------|----------|---------|
| MILLWRIGHT..... | \$ 22.42 | 11.95   |

-----  
ELEC0613-014 09/01/2010

|                        | Rates | Fringes |
|------------------------|-------|---------|
| ELECTRICIAN (including |       |         |

installation of temperature  
controls for HVAC Systems).....\$ 29.00 8.09

FOOTNOTES: Work on bar joists, walk logs, exposed steel and swinging scaffolds when the surface the worker stands or sits on exceeds twenty-five (25) feet above solid floor and the worker is subject to free fall: \$1.00 per hour additional. Work of a similar nature above fifty (50) feet: \$3.00 per hour additional.

-----  
ELEV0032-001 01/01/2011

|                        | Rates    | Fringes    |
|------------------------|----------|------------|
| ELEVATOR MECHANIC..... | \$ 35.23 | 21.785+a+b |

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Vetern's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

-----  
ENGI0926-027 07/01/2010

|   | Rates    | Fringes |
|---|----------|---------|
| Operating Engineers:  |          |         |
| Backhoe/Excavator, Hoist<br>and Mechanic.....                         | \$ 27.13 | 9.28    |
| Bulldozer, Compactor,<br>Drill, Forklift, Loader,<br>and Scraper..... | \$ 23.49 | 9.28    |
| Crane and Boom.....   | \$ 27.13 | 9.28    |
| Oiler.....  | \$ 22.50 | 9.28    |

FOOTNOTE: Paid Holidays - Labor Day and Christmas Day, if the worker has one year of continuous employment with the same contractor.

-----  
IRON0387-001 08/01/2009

|                             | Rates    | Fringes |
|-----------------------------|----------|---------|
| IRONWORKER, STRUCTURAL..... | \$ 24.04 | 9.86    |

-----  
LABO0515-002 07/01/2008

|                                 | Rates    | Fringes |
|---------------------------------|----------|---------|
| LABORER: Common or General..... | \$ 14.22 | 4.30    |

-----  
PAIN0193-011 07/01/2011

|                            | Rates | Fringes |
|----------------------------|-------|---------|
| PAINTER: Brush, Roller and |       |         |

Spray.....\$ 20.87 8.80

-----  
 PAIN1940-001 04/01/2011

|              | Rates    | Fringes |
|--------------|----------|---------|
| GLAZIER..... | \$ 21.30 | 7.90    |

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

-----  
 PLAS0148-001 07/01/2011

|                                    | Rates    | Fringes |
|------------------------------------|----------|---------|
| CEMENT MASON/CONCRETE FINISHER.... | \$ 22.00 | 6.34    |

-----  
 PLUM0072-012 08/01/2011

|  | Rates    | Fringes |
|--|----------|---------|
| PIPEFITTER, Including HVAC<br>Pipe Installation..... | \$ 28.90 | 12.76   |
| PLUMBER (Excluding HVAC Pipe<br>Installation).....   | \$ 28.90 | 12.76   |

-----  
 SFGA0669-001 04/01/2011

|  | Rates    | Fringes |
|--|----------|---------|
| SPRINKLER FITTER (Fire<br>Sprinklers)..... | \$ 25.05 | 15.25   |

-----  
 SHEE0085-001 08/01/2011

|  | Rates    | Fringes |
|--|----------|---------|
| SHEET METAL WORKER, Includes<br>Installation of HVAC Duct<br>and Metal Roofs |          |         |
| Buildings over 100,000<br>square feet.....                                   | \$ 29.70 | 13.41   |
| Buildings up to 100,000<br>square feet.....                                  | \$ 25.49 | 11.73   |

FOOTNOTE: Work on swinging stages, boatswains chairs or scaffolds, booms, or scissors lifts over 50 ft. high: \$1.25 per hour additional.

-----  
 SUGA2008-180 08/21/2008

|                                  | Rates    | Fringes |
|----------------------------------|----------|---------|
| ACOUSTICAL CEILING MECHANIC..... | \$ 14.00 | 0.00    |
| BRICKLAYER.....                  | \$ 16.00 | 0.00    |
| CARPENTER (Form Work Only).....  | \$ 11.80 | 0.00    |

|  |          |      |
|--|----------|------|
| CARPET & HARDWOOD FLOOR<br>INSTALLER.....  | \$ 15.00 | 0.54 |
|  |          |      |
| HVAC MECHANIC: System<br>Installer (Excluding HVAC<br>Duct and Pipe Installation)..... | \$ 16.26 | 1.26 |
| IRONWORKER, REINFORCING.....   | \$ 11.05 | 0.21 |
| LABORER: Pipelayer.....  | \$ 13.06 | 3.56 |
| OPERATOR: Grader/Blade.....  | \$ 9.00  | 0.24 |
| OPERATOR: Roller.....  | \$ 10.88 | 0.00 |
| ROOFER (Excluding Metal Roof)....  | \$ 10.00 | 0.00 |
| TILE SETTER.....   | \$ 15.00 | 0.00 |
| TRUCK DRIVER.....  | \$ 12.27 | 1.56 |
| WATERPROOFER.....  | \$ 10.50 | 0.00 |

-----  
WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within  
the scope of the  
classifications listed may be added after award only as  
provided in the labor  
standards contract clauses (29 CFR 5.5(a)(1)(ii)).  
-----  
--

In the listing above, the "SU" designation means that rates  
listed under the  
identifier do not reflect collectively bargained wage and  
fringe benefit  
rates. Other designations indicate unions whose rates have  
been determined  
to be prevailing.  
-----  
--

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in he matter? This can  
be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on  
a wage  
determination matter

\* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

**EXHIBIT E**

**LEGISLATION**

RESOLUTION BY  
COUNCILMEMBER C. T. MARTIN

AS SUBSTITUTED BY  
PUBLIC SAFETY AND LEGAL ADMINISTRATION COMMITTEE

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR ON BEHALF OF THE CITY OF ATLANTA TO EXECUTE FC-5683 CITYWIDE DEMOLITION CONTRACT FOR DEMOLITION SERVICES, WITH KISSBERG CONSTRUCTION, INC. FC-5683, COMPLETE DEMOLITION SERVICES, INC. FC-5683 (B), HOBGOOD CONSTRUCTION COMPANY, INC. FC-5683 (C), RESURGENCE DEMOLITION & ENVIRONMENTAL, INC. FC-5683 (D) AND SOUTHERN DEMOLITION & ENVIRONMENTAL, INC. FC-5683 (E), TO PROVIDE CITY-WIDE DEMOLITION SERVICES ON BEHALF OF THE DEPARTMENT OF POLICE, OFFICE OF CODE COMPLIANCE IN AN AMOUNT NOT TO EXCEED ONE MILLION FIVE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$1,500,000.00) FOR ALL CONTRACTORS, WITH AN INITIAL TERM OF THREE (3) YEARS WITH ONE (1) TWO (2) YEAR RENEWAL OPTION; ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM PROJECT FUND FOR THE ATLANTA URBAN REDEVELOPMENT AGENCY TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS, SERIES 2010; AND WESTSIDE TAD PROJECT FUND; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta's (the "City") Department of Police Office of Code Compliance ("Code Compliance") has approximately one hundred (100) demolition orders and approximately one hundred eighty (180) In Rem cases awaiting execution; and

WHEREAS, the City's Department of Procurement did advertise for FC-5560 City wide Demolition Contract for demolition services on behalf of Code Compliance; and

WHEREAS, qualified contractors submitted proposals for the right to perform City demolition services and five contractors were chosen; and

WHEREAS, after reviewing and evaluating responsive offers the Chief of Police and the Chief Procurement Officer have recommended that contract FC-5683 City wide Demolition Contract, be awarded to Kissberg Construction, Inc. FC-5683 (A), Complete Demolition Services, Inc. FC-5683 (B), Hobgood Construction Company, Inc. FC-5683 (C), Resurgence Demolition & Environmental, Inc. FC-5683 (D) and Southern Demolition & Environmental, Inc. FC-5683 (E), (Kissberg Construction, Inc., Complete Demolition Services, Inc., Hobgood Construction Company, Inc., Resurgence Demolition & Environmental, Inc., and Southern Demolition & Environmental, Inc., collectively referred to as "Contractors") the most responsive offerors, in an amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) total for all Contractors during the initial term; and

WHEREAS, the contracts shall have an initial term of three (3) years with one (1) two (2) year renewal option at the sole discretion of the City; and



WHEREAS, all funds for these contracts shall be paid by Invest Atlanta, the City's redevelopment arm from project funds for the Atlanta Urban Redevelopment Agency Taxable Recovery Zone Economic Development Bonds and the Westside TAD Project Fund.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, on behalf of the City, is hereby authorized to enter into contracts FC-5683 (A), (B), (C), (D) and (E) Citywide Demolition Contract for demolition services with the Contractors in an amount not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00) total for all Contractors during and for an initial term of three (3) years with one (1) two (2) year renewal option at the sole discretion of the City.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from that all contracted work shall be charged to and paid from PROJECT FUND FOR THE ATLANTA URBAN REDEVELOPMENT AGENCY TAXABLE RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS, SERIES 2010; AND WESTSIDE TAD PROJECT FUND.

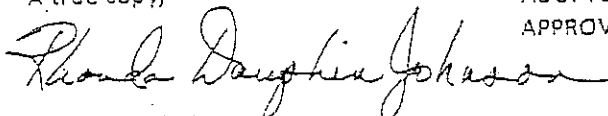
BE IT FURTHER RESOLVED, that the City Attorney is hereby directed to prepare contracts for execution by the Mayor.

BE IT FINALLY RESOLVED, that the contracts will not become binding upon the City, and the City will incur no obligation or liability under it until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Contractors.

A true copy,

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

May 07, 2012  
May 15, 2012



Municipal Clerk

## Table of Contents

|  |        |
|--|--------|
| Policy Statement.....  | 1      |
| Implementation of EBO Policy .....                           | 2      |
| Determination of Non-discrimination During Bid Process.....  | 2      |
| OCC Review of Bidder Submissions .....                       | 3      |
| Equal Business Opportunity Program Bid/RFP Submittals .....  | 4      |
| Monitoring Of EBO Policy.....                                | 4      |
| Implementation of EEO Policy .....                           | 4      |
| Monitoring of EEO Policy.....                                | 4      |
| First Source Jobs Program Policy Statement.....              | 5      |
| Equal Business Opportunity M/FBE Goals for this Project..... | 6      |
| Equal Business Opportunity Program Reminders .....           | 7      |
| Covenant of Non-Discrimination (EBO1).....                   | 8      |
| Subcontractor Contact Form (EBO2).....                       | 9 - 10 |
| Subcontractor Utilization Form (EBO3) .....                  | 11     |
| First Source Job Information (Form 4) .....                  | 12     |
| First Source Job Information (Form 5) .....                  | 13     |

**APPENDIX A**

**OFFICE OF  
CONTRACT COMPLIANCE**



## CITY OF ATLANTA

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

Kasim Reed  
Mayor

OFFICE OF CONTRACT COMPLIANCE  
Hubert Owens  
Director  
[howens@atlantaga.gov](mailto:howens@atlantaga.gov)

### CITY OF ATLANTA

### EQUAL BUSINESS OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY

#### POLICY STATEMENT

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

### Implementation of EBO Policy

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

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

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

### Determination of Non-discrimination During Bid Process

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

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

### OCC Review of Bidder Submissions

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

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

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

(b) Determination of Violation of EBO Process

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

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

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

### Equal Business Opportunity Program Bid/RFP Submittals

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

### Monitoring Of EBO Policy

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

### Implementation of EEO Policy

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

### Monitoring of EEO Policy

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

**First Source Jobs Program Policy Statement**

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

**Deborah Lum  
Manager, One Stop Services  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 658-6312**



Equal Business Opportunity M/FBE GOALS for this Project

Project No.: FC-5683 Citywide Demolition Services

The EBO goals for the trade categories listed in this project are:

17.5% (AABE) and 13.0% FBE

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

"

**Equal Business Opportunity Program Reminders**

1. **Certification.** It is the prime contractor's responsibility to verify that MBEs and FBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance.
2. **Reporting.** The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
3. **Subcontractor Contact Form.** It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. **EBO Ordinance.** The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 -1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. **Supplier Participation.** In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

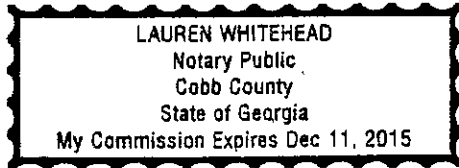
The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting,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

*Jim Calcutt*  
Signature of Attesting Party  
President Southern Demolition, LLC  
Title of Attesting Party

On this 7 day of March, 2012 before me appeared Jim Calcutt / Ross, the person who signed the above covenant in my presence.

*Lauren Whitehead*  
Notary Public

Seal





**OFFICE OF CONTRACT COMPLIANCE  
SUBCONTRACTOR CONTACT FORM**

*List all subcontractors or suppliers (Majority & Minority Owned) that were contacted regarding this project*

| Name of Sub-Contractor/Supplier | City of Atlanta Supplier ID Number | Company Name, Contact Name, Address and Phone Number                                 | City of Atlanta Business License? (Yes or No) | Type of Work Solicited for | Business Ownership (See Code below) | Certification No. and Expiration Date | Results of Contact        |
|---------------------------------|------------------------------------|--|---|----------------------------|-------------------------------------|---------------------------------------|---------------------------|
| Cascade Services Inc            | 866396                             | Cascade Sves Co Inc<br>Adrian Marsh<br>PO Box 54541 Atlanta GA 30308<br>404-307-0243 | Yes   | demo wet hand demo         | AABE                                | 2611-037<br>Exp 2-4-13                | Would like to subcontract |
| Mack's Hauling                  | 701205                             | Mack's Hauling<br>Mack Mack<br>POB 312185 Atlanta, GA 31131<br>404-626-7504          | Yes   | demo hauling               | AABE                                | 2611-155<br>Exp 3-28-13               | Would like to subcontract |
| Smithville Industries           | In process                         | Smithville Industries<br>3000 Annweiler Rd<br>Atlanta GA 30360<br>770-849-0010       | No  | erosion control            | FBE                                 | 2610-418<br>Exp 11-16-12              | would like to subcontract |
| SFB Rolloffs                    | 119287062                          | SFB Rolloff Service<br>6099 Hwy 42<br>Lawson Grove, GA 30218<br>770-914-7769         | No  | Hauling                    | FBE                                 | In process<br>Exp 4                   | would like to subcontract |

*Anna Cabral Price  
per Southern Demolition,  
CC*

| Name of Sub-contractor/Supplier | City of Atlanta Supplier ID Number | Company Name, Contact Name, Address and Phone Number                | City Of Atlanta Business License? (Yes or No) | Type of Work Solicited for  | Business Ownership (see code below) | Certification No. and Expiration Date | Results of Contact           |
|---------------------------------|------------------------------------|---|---|-----------------------------|-------------------------------------|---------------------------------------|------------------------------|
| Bottle Tree                     | 801007                             | BOATREE JESSA<br>2144 BATHN BOULE<br>ADD. GAO 30318<br>104.978-5557 | Yes   | Clearing<br>diving<br>trees | FBE                                 | In process<br>CofA                    | would like to<br>subcontract |
|                                 |                                    |   |   |                             |                                     |                                       |                              |
|                                 |                                    |   |   |                             |                                     |                                       |                              |
|                                 |                                    |   |   |                             |                                     |                                       |                              |
|                                 |                                    |   |   |                             |                                     |                                       |                              |

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

Proponent's Name: Gina Lombardelle Rayside Project Name: Alma Services only FC#: 5083

Signature: [Signature] Contact No: 404-931-1173 Date: 3-7-12

**EQUAL BUSINESS OPPORTUNITY SUBCONTRACTOR PROJECT PLAN**

**SUBCONTRACTOR/SUPPLIER UTILIZATION**

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

| Name of Sub-contractor/ Supplier | City of Atlanta Supplier ID Number | Company Name, Address and Phone Number  | City of Atlanta Business License? (yes or no) | NAICS Code(s)    | Type of Work to be Performed               | Ownership of Business (see code below) | Certification No. and Expiration Date | Dollar (\$ Value of Work & Scope of Work | Percentage of Total Bid Amount |
|----------------------------------|------------------------------------|---|---|------------------|--|--|---------------------------------------|--|--------------------------------|
| Cascade Sucs Co, Inc             | 806396                             | Cascade Sics Co Inc<br>Adnan Marsh<br>PO Box 54541 AH1<br>GA 30308  | Yes   | 562910           | demo erosion control                       | AABE                                   | 2011-037-<br>exp 2-4,<br>2013         | \$200,000                                | 10%                            |
| Bottle Tree                      | 801007                             | 2114 Botten Rd<br>GA 30308  | Yes   | 561730           | Bushwork                                   | FBE                                    | In process                            | \$16,000                                 | 3%                             |
| Mack's Hauling                   | 1701205                            | Mack's Hauling<br>Marge Mack<br>PO Box 312185<br>St O rollie's Jeanie<br>6999 Hwy 42<br>Largest Gmc, GA 30248 | Yes   | 238910           | Demo 4 Hauling                             | AABE                                   | 2011-155-<br>exp 3-28-13              | \$300,000                                | 15%                            |
| St B Rollie's                    | HAF<br>119287062                   | St B rollie's Jeanie<br>6999 Hwy 42<br>Largest Gmc, GA 30248  | No  | 562119           | Hauling                                    | FBE                                    | In process                            | \$200,000                                | 15%                            |
| Smithville Industries            | In process                         | Ce Cooley Smithville Ind<br>3000 Amweller Rd<br>AH GA 30360   | No  | 561730           | erosion control                            | FBE                                    | 2010-118<br>Exp 11-10-12              | \$80,000                                 | 6%                             |
| Nest Properties Inc              | In process                         | Nest Properties, Inc<br>Gina Ragsdale<br>2497 Edwards Dr AH1<br>GA 30215 404931-1173                          | No  | 562119<br>451111 | Hand removal items + salvage transport/MTL | FBE                                    | In process                            | \$100,000                                | 3%                             |

Total MBE% 25% Total FBE% 24%

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

FC#/Project Name: FC-51083 Proponent's Co. Name: Southern Demolition, LLC

Proponent's Contract Number: 404931-1173 Contact's Name: Gina Gambardella Ragsdale

Date: 3-10-12 (Please Print)

First Source Job Information

Company Name: Southern Demolition, LLC

FC No.: 56083

Project Name: Cathedral Demolition SVCS

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

1. Hand laborer - erosion control
2. online retail data entry, photography of salvage items
- 3.
- 4.
- 5.

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

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

Company Representative: Southern Demolition, LLC Gina Ragsdale

Phone Number: 404 931-1173

**APPENDIX B**

**INSURANCE/BONDING  
REQUIREMENTS**



**INSURANCE/BONDING REQUIREMENTS**  
**FC#5683 Citywide Demolition Services**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Appendix B and applicable to the agreement.

1. Evidence of Insurance Required Before Work Begins

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

2. Minimum Financial Security Requirements

All companies providing insurance required by this Appendix B 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 provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Appendix B 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-
- ii) Best's Financial Size Category not less than Class IX, and
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a 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 City, City will notify Contractor/Consultant in writing. Contractor/Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

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

3. Insurance Required for Duration of Contract

All insurance and bonds required by this Appendix B 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 City.

4. Notices of Cancellation & Renewal

Contractor/Consultant must, within 2 business days of receipt, forward to the City, at the address listed below by mail, hand-delivery or facsimile transmission, all notices received from all insurance carriers providing insurance coverages under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage of any insurance policies. All notices under this provision shall be sent to:

68 Mitchell St. Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

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

Contractor/Consultant shall provide the City 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

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303.**

6. Additional Insured Endorsements

The City must be covered as Additional Insured under all insurance (except worker's compensation and professional liability) required by this Appendix B 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

Contractor/Consultant as evidence of its compliance with this Appendix B. Contractor/Consultant must also submit to City an Additional Insured Endorsement evidencing City's rights as an Additional Insured for each policy of insurance under which it is required to be an additional insured pursuant to this Appendix B . The City shall not have liability for any premiums charged for such coverage.

7. Mandatory Sub-consultant Compliance

Contractor/Consultant must require and ensure that all subcontractors/subconsultants at all tiers to be sufficiently insured/bonded.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' 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. :

Workers' Compensation/Employer's Liability. . . . . Statutory  
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

Contractor/Consultant 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 aggregate**. 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/Subcontractors
- Products – Completed Operations
- Additional Insured Endorsement\* (primary, non-contributing basis)
- Waiver of Subrogation in favor of City

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Additional Insured Endorsement\* (primary, non-contributory basis)
- Waiver of Subrogation in favor of City

If Contractor/Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Contractor/Consultant's personal automobile policy or the Commercial General Liability coverage required under this Appendix B.

E. Performance and Payment Bond

The Contractor shall furnish a bond rider or endorsement to the City from an official of the Surety Company for this project annually evidencing the existence of a Performance and Payment Bond effective for the term of the project in the amount of \$100,000.00.

**End Document for Citywide Demolition Services**

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**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|  |  |  |  |
|--|--|--|--|
| <b>PRODUCER</b><br>Hub International<br>HUB Int'l Insurance Serv. Inc.<br>1091 North Shoreline Blvd 200<br>Mountain View, CA 94043 |  | <b>CONTACT NAME:</b> Michelle Vargas<br><b>PHONE (A/C, No, Ext):</b> 916-770-2918<br><b>FAX (A/C, No):</b> 560-650-6390<br><b>E-MAIL ADDRESS:</b> michelle.vargas@hubinternational.com |  |
| <b>INSURED</b><br>Southern Demolition, LLC<br>DBA: Southern Demolition & Env<br>2497 Edwards Drive<br>Atlanta, GA 30318            |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Rockhill Insurance NAIC# 28053<br>INSURER B: Ace American Insurance 22667<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:   |  |


**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE  | ADDL SUBR INSR | WVD | POLICY NUMBER                      | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |             |
|----------|--|----------------|-----|------------------------------------|-------------------------|-------------------------|---|-------------|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> Pollution<br><input checked="" type="checkbox"/> Professional<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-SUBJECT <input type="checkbox"/> LOC | X              | X   | RPKGE00636800                      | 03/20/2012              | 03/20/2013              | EACH OCCURRENCE   | \$1,000,000 |
|          |  |                |     | GL DED:\$2500<br>CPL/PL DED:\$2500 |                         |                         | DAMAGE TO RENTED PREMISES (Ea Occurrence)   | \$50,000    |
|          |  |                |     |                                    |                         |                         | MED EXP (Any one person)  | \$5,000     |
|          |  |                |     |                                    |                         |                         | PERSONAL & ADV INJURY   | \$1,000,000 |
|          |  |                |     |                                    |                         |                         | GENERAL AGGREGATE   | \$2,000,000 |
|          |  |                |     |                                    |                         |                         | PRODUCTS - COM/OP AGG   | \$2,000,000 |
|          |  |                |     |                                    |                         |                         | CPL/PL  | \$1,000,000 |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS  |                |     | RPKGE00636800                      | 03/20/2012              | 03/20/2013              | COMBINED SINGLE LIMIT (Ea accident)   | \$1,000,000 |
|          |  |                |     |                                    |                         |                         | BODILY INJURY (Per person)  | \$          |
|          |  |                |     |                                    |                         |                         | BODILY INJURY (Per accident)  | \$          |
|          |  |                |     |                                    |                         |                         | PROPERTY DAMAGE (Per accident)  | \$          |
|          |  |                |     |                                    |                         |                         |   | \$          |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OED <input type="checkbox"/> RETENTION \$  | X              |     | RUME00083200                       | 03/20/2012              | 03/20/2013              | EACH OCCURRENCE   | \$1,000,000 |
|          |  |                |     |                                    |                         |                         | AGGREGATE   | \$1,000,000 |
|          |  |                |     |                                    |                         |                         | Ovr GL/AU/WC  | \$          |
| B        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  |                |     | 5B285030                           | 04/13/2012              | 04/13/2013              | <input checked="" type="checkbox"/> WC STATUTORY LIMITS<br><input type="checkbox"/> OTHER |             |
|          |  |                |     |                                    |                         |                         | E.L. EACH ACCIDENT  | \$1,000,000 |
|          |  |                |     |                                    |                         |                         | E.L. DISEASE - EA EMPLOYEE  | \$1,000,000 |
|          |  |                |     |                                    |                         |                         | E.L. DISEASE - POLICY LIMIT   | \$1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: FC# 5683 Citywide Demolition Services / City of Atlanta is named as additional insured with respects to liability arising out of the insured's operations per attached endorsement. \*Primary Wording & Waiver of Subrogation applies per attached endorsement.

|   |  |
|---|--|
| <b>CERTIFICATE HOLDER</b><br>City of Atlanta<br>68 Mitchell Street, Suite 9100<br>Atlanta, GA 30303 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|---|--|

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CG 20 10 07 04

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS  
SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name of Additional Insured Person(s)<br>Or Organizations (s):  | Location(s) Of Covered Operations |
|--|-----------------------------------|
| Only those parties required to be named as an Additional Insured in a written contract with the Named Insured under this policy, entered into prior to the "loss" or "occurrence". | ALL                               |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations.   |                                   |

A. Section II - *Who is An Insured* is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf; in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.
- B. This insurance does not apply to "bodily injury", "property damage" occurring after:
1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
  2. That portion of "your work" out of which the injury or damage arises has been to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## PRIMARY/NON-CONTRIBUTORY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART

PRIMARY/NON-CONTRIBUTORY – If required by written contract or agreement, effected prior to the date your operations for that person or organization commenced and named below, such insurance as is afforded by this policy to any additional insureds under this policy shall be primary insurance, and any insurance or self-insurance maintained by such additional insured(s) shall not contribute to the insurance afforded to the named insured.

All other terms and conditions remain unchanged.

### SCHEDULE

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## AMENDED WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
CONTRACTORS POLLUTION LIABILITY COVERAGE PART  
TRANSPORTATION POLLUTION LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

Any person or organization that is:

1. An owner of real or personal property on which you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker; or
2. A contractor on whose behalf you are performing operations, but only at the specific written request by that person or organization to you, and only if:
  - a. That request is made prior to the date your operations for that person or organization commenced; and
  - b. A Certificate of Insurance evidencing that request has been issued by your authorized insurance agent or broker.

WAIVER OF SUBROGATION - If required by written contract or agreement, we waive any right of recovery we may have against any entity that is an additional insured shown in the Schedule above per the terms of this endorsement because of payments we make for injury or damage arising out of "your work" performed under a contract with that person or organization.

All other terms and conditions remain unchanged.



**ACORD**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
5/21/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |                                    |
|---|---|------------------------------------|
| <b>PRODUCER</b><br>BB&T-Reese Insurance<br>741 West Lanier Avenue Suite 100<br>Fayetteville, GA 30214                             | CONTACT NAME: <b>Alicia Lugo</b>          |                                    |
|   | PHONE (A/C, No, Ext): <b>770 471-7100</b> | FAX (A/C, No): <b>770 477-6908</b> |
| E-MAIL ADDRESS: <b>alugo@bbandt.com</b>   |   |                                    |
| INSURER(S) AFFORDING COVERAGE   |   | NAIC #                             |
| INSURER A: <b>Progressive Mountain Insurance</b>  |   | <b>35190</b>                       |
| <b>INSURED</b><br>Southern Demolition LLC dba<br>Southern Demolition and Environmental<br>2497 Edwards Drive<br>Atlanta, GA 30318 |   |                                    |
| INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F :   |   |                                    |

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADDL SUBR INSR WVD | POLICY NUMBER    | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--------------------|------------------|-------------------------|-------------------------|--|
|          | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |                    |                  |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$ |
| <b>A</b> | AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS  |                    | <b>082145410</b> | <b>08/24/2011</b>       | <b>08/24/2012</b>       | COMBINED SINGLE LIMIT (Ea accident) <b>\$ 1,000,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                   |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$   |                    |                  |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | N/A                |                  |                         |                         | WC STATUTORY LIMITS    OTH-ER<br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 The City of Atlanta is named as an Additional Insured on a Primary/Non-Contributory basis in regards to the Automobile Liability policy and a Waiver of Subrogation applies.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br>The City of Atlanta<br>Attn Risk Management<br>68 Mitchell Street Suite 9100<br>Atlanta, GA 30303 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
|  | AUTHORIZED REPRESENTATIVE<br><i>Michael Anthony Parker Jr.</i>  |

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**Performance Bond**

**Bond Number: 60530**

"City" City of Atlanta, Georgia

"Project" Citywide Demolition Services

"FC No." 5683

"Principal" (Legal Name and Business Address)

Southern Demolition, LLC

dba Southern Demolition and Environmental

2497 Edwards Dr.

Atlanta, GA 30318

Type of Organization ("X" one):  
 Individual  
 Partnership  
 Joint Venture  
 Corporation

"Surety:" (Name and Business Address)

American Southern Insurance Company

PO Box 500698

Atlanta GA, 31150

duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, regarding performance of Work relative to the Project.

"Penal Sum:" One hundred thousand and no/100 Dollars (\$100,000.00 ).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-32-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: Southern Demolition, LLC dba Southern Demolition and Environmental

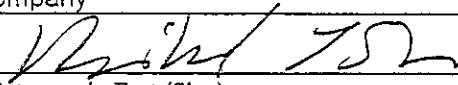
\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

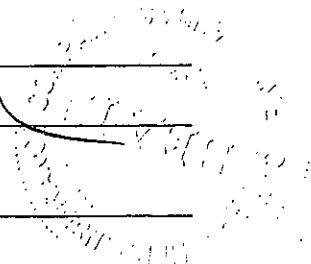
Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: American Southern Insurance Company

By:   
Attorney-in-Fact (Sign)

Richard L. Shanahan, Attorney-in-Fact  
Attorney-in-Fact (Type or Print)



**APPROVED AS TO FORM**

\_\_\_\_\_  
Associate/Assistant City Attorney

**APPROVED**

\_\_\_\_\_  
City's Chief Financial Officer

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Bldg. 400, Suite 800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Julie Klinner of Birmingham, Alabama; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

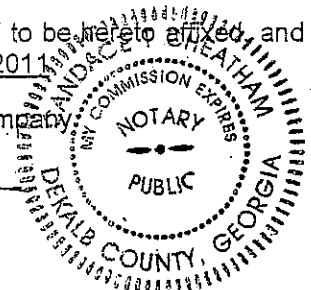
RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its President and attested by its Secretary this 4th day of February, 2011.

Attest:  
*Gail A. Lee*  
Gail A. Lee, Secretary

By: *Scott G. Thompson*  
Scott G. Thompson, President



STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

On this 4th day of February, 2011, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
SS:  
COUNTY OF FULTON

*Candace T. Cheatham*  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2013

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.


Signed and sealed at the City of Atlanta, Dated the \_\_\_\_\_ day of \_\_\_\_\_  
For Bond No. 60530

*John R. Huot*  
John R. Huot  
Vice President

**Performance Bond**

**Bond Number: 60530**

"City" City of Atlanta, Georgia  
"Project" Citywide Demolition Services  
"FC No." 5683  
"Principal" (Legal Name and Business Address)

  
Southern Demolition, LLC  
dba Southern Demolition and Environmental  
2497 Edwards Dr.  
Atlanta, GA 30318

Type of Organization ("X" one):  
 Individual  
 Partnership  
 Joint Venture  
 Corporation

"Surety:" (Name and Business Address) American Southern Insurance Company  
PO Box 500698  
Atlanta GA. 31150  
duly authorized by the Commissioner of Insurance of  
the State of Georgia to transact surety business in the  
State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ regarding  
performance of Work relative to the Project.

"Penal Sum:" One hundred thousand and no/100 Dollars (\$100,000.00 ).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which we and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any wise affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: Southern Demolition, LLC dba Southern Demolition and Environmental

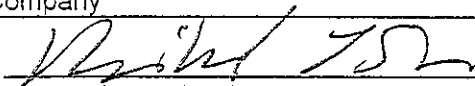
\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: American Southern Insurance Company

By:   
Attorney-in-Fact (Sign)

Richard L. Shanahan, Attorney-in-Fact  
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

\_\_\_\_\_  
Associate/Assistant City Attorney

APPROVED

\_\_\_\_\_  
City's Chief Financial Officer

# AMERICAN SOUTHERN INSURANCE COMPANY

Home Office: 3715 Northside Parkway, NW  
Bldg. 400, Suite 800  
Atlanta, Georgia 30327

Mailing Address: P. O. Box 723030  
Atlanta, GA 31139-0030

## GENERAL POWER OF ATTORNEY

Know all men by these Presents, that the American Southern Insurance Company had made, constituted and appointed, and by these presents does make, constitute and appoint Stefan E. Tauger of Parker, Colorado; Brian A. O'Neal of Parker, Colorado; Scott E. Stoltzner of Hoover, Alabama; Arthur S. Johnson of Atlanta, Georgia; Andrew C. Heaner of Atlanta, Georgia; Richard L. Shanahan of Atlanta, Georgia; Jeffery L. Booth of Parma, Ohio; James E. Feldner of West Lake, Ohio; Cheryl L. Torrao of Lutz, Florida; Garry W. Black of Murfreesboro, Tennessee; Martha G. Ross of Charlotte, North Carolina; David R. Brett of Columbia, South Carolina; Melanie J. Stokes of Atlanta, Georgia; Jason S. Centrella of Jacksonville, Florida; Brian Clark of Matthews, North Carolina; Michael K. Thompson of Atlanta, Georgia; Julie Kliner of Birmingham, Alabama; Kelley E.M. Nys of Decatur, Georgia; or Diane L. McLain of Fitchburg, Wisconsin, EACH as its true and lawful attorney for it and its name, place and stead to execute on behalf of the said company, as surety, bonds, undertakings and contracts of suretyship to be given to all obligees provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount of the sum of \$1,000,000 (one million dollars), including but not limited to consents of surety for the release of retained percentages and/or final estimates on construction contracts or similar authority requested by the Department of Transportation, State of Florida; and the execution of such undertakings, bonds, recognizances and other surety obligations, in pursuance of the presents, shall be as binding upon the Company as if they had been duly signed by the President and attested by the Secretary of the Company in their own proper persons.


This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted pursuant to due authorization by the Executive Committee of the Board of Directors of the American Southern Insurance Company on the 26th day of May, 1998:

RESOLVED, that the Chairman, President or any Vice President of the Company be, and that each or any of them hereby is, authorized to execute Powers of Attorney qualifying the attorney named in the given Power of Attorney to execute in behalf of the American Southern Insurance Company bonds, undertakings and all contracts of suretyship; and that any Secretary or any Assistant Secretary be, and that each or any of them hereby is, authorized to attest the execution of any such Power of Attorney, and to attach thereto the seal of the Company.

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company when so affixed and in the future, with respect to any bond undertaking or contract of suretyship to which it is attached.

In Witness Whereof, the American Southern Insurance Company has caused its official seal to be hereto affixed, and these presents to be signed by its President and attested by its Secretary this 4th day of February, 2011.

Attest:   
Gail A. Lee, Secretary


By: American Southern Insurance Company  
  
Scott G. Thompson, President



STATE OF GEORGIA  
SS:

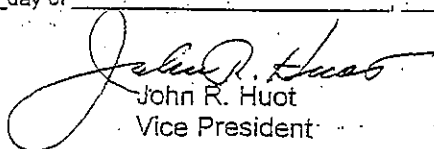
COUNTY OF FULTON  
On this 4th day of February, 2011, before me personally came Scott G. Thompson to me known, who being by me duly sworn, did depose and say that he resides in Atlanta, in the County of Fulton, State of Georgia, at 421 Hollydale Court; that he is the President of American Southern Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed and that he signed his name thereto pursuant to due authorization.

STATE OF GEORGIA  
SS:  
COUNTRY OF FULTON

  
Candace T. Cheatham  
Notary Public, State of Georgia  
Qualified in DeKalb County  
Commission Expires December 7, 2013

I, the undersigned, a Vice President of American Southern Insurance Company, a Kansas Corporation, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and, furthermore, that the Resolution of the Executive Committee of the Board of Directors set forth in the Power of Attorney is now in force.

Signed and sealed at the City of Atlanta, Dated the \_\_\_\_\_ day of \_\_\_\_\_  
For Bond No. 60530

  
John R. Huot  
Vice President



**APPENDIX C**

**CONTRACTOR'S DISCLOSURE  
FORM & QUESTIONNAIRE**

\* See attached

(Required Submittal)

CONTRACTOR'S DISCLOSURE FORM AND QUESTIONNAIRE

1. Please provide the names and business addresses of each of the Contractor's officers, director's, affiliates and other employees, agents or representative of this form, the subject project, FC-5683, Citywide Demolition Services.

See  
Tab Label  
# 1

For the purposes of this form, the term "affiliate" of any Contractor shall mean any person or entity which directly or indirectly controls or is controlled by, or is under common control with such 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 Contractor, including their ownership interests and their anticipated role in the management and operations of said Contractor.

See  
Tab #1

2. Please describe the general development of said Contractor's business during the past five (5) years, or such shorter period of time that said 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 Contractor. If any answer is yes, explain fully the following:

no

(a) Whether a petition under the federal bankruptcy laws or state insolvency laws was filed by or against said Contractor, or a receiver fiscal agent or similar officer was appointed by a court for the business or property of said Contractor;

no

(b) Whether Contractor was subject of any order, judgment, or decree not subsequently reversed, suspended or vacated by any court of competent jurisdiction, permanently enjoining said Contractor from engaging in any type of business practice, or otherwise eliminating any type of business practice; and

no

(c) Whether said Contractor's business was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to said Contractor which directly arose from activities conducted by the business unit or corporate division of said Contractor which submitted a bid or bid for the subject project, if so please explain.

4. Please state whether any employee, agent or representative of said 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

Contractor's Disclosure Form and Questionnaire  
FC-5683, Citywide Demolition Services  
Page Two

Atlanta (the "City"), (ii) directly or indirectly received revenues from the City or (iii) directly or indirectly receives revenues from the result of conducting business on City property or pursuant to any contract with the City. Please describe any such relationship.

5. Please state whether any employee, agent or representative of said 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 City official or with any City 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 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, 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 the City. Such disclosure must be submitted at the time of the bid or bid submission and included as a part of the bid/bid submitted for this project. Disclosure is required for Contractors, joint venture partners and first-tier Subcontractors 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 the City can result in the bid/bid declared as non-responsive. This document must be completed and included as a part of the bid/bid 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.

(Required Submittal)

On this 7th day of March, 2012

(Legal Name of Bidder)

Southern Demolition, LLC

[Signature]  
(Signature of Authorized Representative)

President

(Title)

3-7-12

(Date)

Sworn to and subscribed before me,

this 7 day of March, 2012

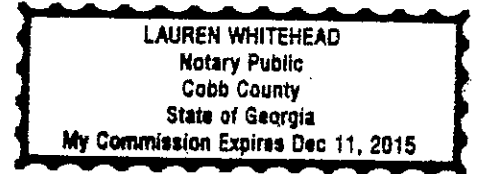
[Signature]

(Notary Public)

(Seal)

Commission Expires December 11, 2015

(Date)



Contractor's Disclosure Form and Questionnaire

1. Please see Tab 1 for information
2. Please see Tab 1 for information
3. a. no  
b. no  
c. no
4. Southern Demolition, LLC has worked in the capacity of asbestos inspection service provider, asbestos abatement service provider and subcontractor (for Mack's Hauling) for demolition for the Office of Code Compliance since 2008.
5. Southern Demolition, LLC has no business relationship with any staff of City of Atlanta.

**APPENDIX D**

**ADDENDUM**

Addendum No. 1  
FC-5683, Citywide Demolition Services  
February 23, 2012  
Page 8

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**ACKNOWLEDGEMENT OF ADDENDUM NO. 1**

Bidders must sign below and return this form with bid response to the Department of Procurement.

Sealed bids for FC-5683, Citywide Demolition Services, will be received by the Chief Procurement Officer or designated staff of the Department of Procurement, 55 Trinity Avenue S.W., Suite 1900, City Hall South, Atlanta, GA 30303, and must be time stamped no later than 1:59 P.M. Wednesday, March 7, 2012.

This is to acknowledge receipt of Addendum No. 1

this 7 day of March, 2012

Southern Demolition Co  
Legal Name of Bidder

[Signature]  
Signature of Authorized Representative

President  
Title

