



CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
SUITE 1900
55 TRINITY AVENUE, SW
ATLANTA, GA 30303
(404) 546-1000

Andre Dickens
Mayor

Chandra Houston
Chief Procurement Officer

CONTRACT SUMMARY AND SIGNATURE REQUEST FORM

CONTRACT NAME: EP 1260153, Emergency Maintenance/Rehab for Centennial Bridge

BETWEEN the CITY of ATLANTA and COMANCHE CONSTRUCTION OF GA, LLC

CONTRACT ACTION: New Agreement One Time ☒ Annual ☐ Not to Exceed ☐ No Additional Funds ☐

AMOUNT: \$2,935,974.00

CONTRACT TERM: Six (6) months from the issuance of the City’s NTP.

BRIEF PROJECT DESCRIPTION:

Pursuant to Exhibit B, the contractor will complete maintenance to the COP Bridge to mitigate further structural degradation, maintain un-interrupted traffic operations, and extend the bridge's service life.

Diversity Program:

- EBO ☐
- SBO ☐
- SBOSM ☐
- ESM ☐
- DBE ☐

- ACDBE ☐
- Not Applied ☒

Joint Venture: Yes ___ No ☒

Majority % N/A Minority % N/A

Subcontractors:

GOAL: N/A

COMMIT: N/A

MBE: N/A

MBE: N/A

FBE: N/A

FBE: N/A

SBE: N/A

SBE: N/A

Total: N/A

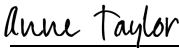
Total: N/A

CONTRACT NAME: EP 1260153, Emergency Maintenance/Rehab for Centennial Bridge

Signature

Date Signed

Department of Finance –Risk Management

DocuSigned by:

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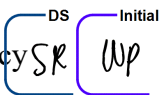
May 28, 2026

Office of Contract Compliance

N/A

N/A

User Agency

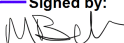
DS Initial


Signed by:

 CCCF5AE172DF47A...

May 29, 2026

Department of Finance
Signatory for Payment and Performance Bonds

Signed by:

 DAD1BEF139854FB...

May 29, 2026

Department of Law

Initial

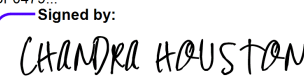

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May 30, 2026

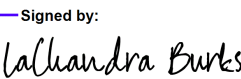
DS
 Department of Procurement Chief

DS


Signed by:

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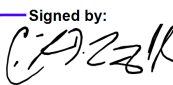
June 1, 2026

Operating Officer

Signed by:

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June 1, 2026

Chief of Staff

Signed by:

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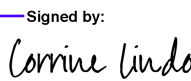
June 3, 2026

Mayor

N/A

N/A

Municipal Clerk

Signed by:

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June 8, 2026

CONTRACT FOR
EP/CS/ATLDOT/ 2603-1260153,
Emergency Maintenance & Rehabilitation for Centennial
Bridge



Atlanta, Georgia

Andre Dickens
Mayor
City of Atlanta

Solomon Caviness
Commissioner
Atlanta Department of Transportation

Chandra Houston
Chief Procurement Officer
Department of Procurement

**EP/CS/ATLDOT/2603-1260153,
Emergency Maintenance & Rehabilitation for Centennial Bridge**

CONSTRUCTION AGREEMENT

Contract Name: Emergency Maintenance & Rehabilitation for Centennial Bridge	Contract No. EP/CS/ATLDOT/2603-1260153
Contractor Name: Comanche Construction of Georgia, LLC	City of Atlanta Using Agency: Atlanta Department of Transportation
Address: 1734 Sands Place Marietta, GA	Address: 55 Trinity Avenue Atlanta, GA 30303
Phone: 770-243-9224	Phone: 404-330-6501
Email: ggimenez@comanche-ga.com	Email: srobinson@atlantaga.gov
Authorized Representative: Gustavo Gimenez	Authorized Representative: Simeon J. Robinson

THIS EMERGENCY PROCUREMENT AGREEMENT, EP/CS/ATLDOT/2603-1260153 (this “Agreement”) between the City of Atlanta (the “City”), a Georgia Municipal Corporation, and Comanche Construction of Georgia, LLC (“Contractor”) is entered into and effective on this 16th day of March, 2026 (the “Effective Date”). City and Contractor may be collectively referred to as the “Parties” or individually as a “Party.”

WHEREAS, pursuant to City of Atlanta Code of Ordinances (“Code”) §2-1192, the Chief Procurement Officer is authorized to enter into this Agreement for the emergency maintenance and rehabilitation of the Centennial Bridge, which continues to deteriorate under increased traffic loading, is essential to ensure public safety, mitigate further structural degradation, maintain uninterrupted traffic operations, and extend the bridge’s service life by an estimated 20 to 25 years (the “Project”) from Contractor on behalf of the City’s Atlanta Department of Transportation (“ATLDOT”); and

WHEREAS, Contractor has agreed to perform construction services pursuant to this Agreement and provide all Material, Equipment, tools, and labor, necessary to complete the Work described herein (the “Services”).

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the Parties agree as follows:

1. **Interpretation and Intent.**

1.1. This Agreement, together with all exhibits and appendices attached hereto, and all modifications issued after the execution of this Agreement, shall collectively, be referred to as the “Contract Documents.” The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction industry standards.

1.2. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, precedence shall be given in the following order¹:

1. Agreement
2. Exhibit A – General Scope of Work
3. Exhibit A.1 – Drawing and Details
4. Exhibit A.2 – Location Map
5. Exhibit B – Authorization
6. Exhibit C – Schedules of Values
7. Exhibit D – Definitions
8. Exhibit G – Special Provisions
9. Exhibit G.1 – Addendum 1
10. Exhibit F – GDOT Specifications
11. Exhibit E – General Conditions
12. Exhibit H – Additional Contract Documents
13. Appendix A – Office of Contract Compliance Requirements (*if applicable*)
14. Appendix B – Insurance & Bonding Requirements

1.3. If the application of the foregoing procedure fails to resolve the discrepancy, unless Contractor sought and obtained the clarification of the discrepancy prior to entering into this Contract, the discrepancy shall be resolved by construing the provision in favor of the City and in such a manner as will further the City’s best interests and which may impose a more expensive or greater obligation upon Contractor. When Contractor fails to provide notice of a discrepancy and seek clarification, Contractor assumes full responsibility to correct or adjust work performed pursuant to Contract Documents known, or which should have been known, to contain such a discrepancy.

1.4. **Capitalized Terms.** All capitalized terms used in this Agreement shall have the meaning ascribed to them in **Exhibit D**, unless expressly defined herein.

2. **Authorization.** This Agreement is authorized by the Chief Procurement Officer via an emergency procurement designation in accordance with Code §2-1192 which is attached hereto as **Exhibit B**.

3. **Construction Services.** Contractor shall, or shall require Subcontractors engaged by it, to diligently pursue, perform and prosecute the Work to completion, in accordance with the Scope

¹ For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

of Work, Specifications, General Conditions, the accepted Project Schedule and all other Construction Documents, and shall, subject to extensions for Force Majeure and adjustments permitted by the terms of this Agreement, cause Substantial Completion and Final Completion to occur on or before the dates set for Substantial and Final Completion respectively.

4. **Contract Time.**

4.1. **Commencement.** Contractor shall commence the Work within ten (10) calendar days of Contractor's receipt of the City's Notice to Proceed, unless the Parties mutually agree otherwise in writing.

4.2. **Substantial Completion.** Substantial Completion of the Project shall be achieved no later than the date established in the Project Schedule ("Scheduled Substantial Completion Date").

4.3. **Interim Milestones.** Interim Milestones and/or Substantial Completion of identified portions of the Work shall be achieved in accordance with.

4.4. **Final Completion.** Final Completion of the Work or identified portions of the Work shall be achieved no later than six (6) months from issuance of the City's Notice to Proceed ("Final Completion Date").

5. **Liquidated Damages.** The Parties hereby agree that the City has determined, with certainty and in good faith, liquidated damages applicable to this Agreement. The Parties agree that the Liquidated Damages, as set forth in **Section 108 of Exhibit G, Special Provisions**, are estimated as fair compensation. If Contractor fails to meet established Milestones within the times specified therein, or any extensions granted in writing, the Contractor shall pay to City as fixed, agreed, and Liquidated Damages the sums specified therein. Notwithstanding the foregoing, if applicable, Contractor shall indemnify City against all regulatory fines, penalties and other losses and expenses, if any, associated with such failure to achieve Substantial Completion by the Scheduled Substantial Completion Date. Failure to achieve Substantial Completion by the Scheduled Substantial Completion Date will allow City to terminate the Contract for cause.

6. **Compensation.** In accordance with **Exhibit B** herein, the City has authorized a total expenditure of up to Two Million Nine Hundred Thirty-Five Thousand Nine Hundred Seventy-Four Dollars and Zero Cents (\$2,935,974.00) under this Agreement (the "Maximum Payment Amount").

7. **Contractor's Key Personnel and Key Subcontractors.**

7.1. **Key Personnel.** The following Persons are identified by Contractor as Contractor's Key Personnel under this Agreement:

- (a) None identified at contract execution but may be mutually agreed upon by the Parties in writing.
- 7.2. Key Subcontractors. The following Persons are identified by Contractor as Key Subcontractors under this Agreement.
- (a) None identified at contract execution but may be mutually agreed upon by the Parties in writing.
- 7.3. Removal or Substitution of Contractor Personnel. Contractor shall not transfer, reassign or replace any Contractor Key Personnel or Key Subcontractor without prior written approval from City, except in the case of: (i) retirement, voluntary resignation, involuntary termination for cause in Contractor's sole discretion, illness, disability, or death of such Contractor Personnel during the Term of this Agreement; or (ii) such Contractor Personnel has engaged in willful misconduct or has committed a material breach of this Agreement, in which case removal shall be effectuated by Contractor immediately after Firm becomes aware of such misconduct or breach. Notwithstanding anything herein to the contrary, within seven (7) Business Days after Contractor's receipt of a notice from City that the continued assignment of any Contractor Personnel under this Agreement is not in the best interests of City, Contractor shall immediately remove such Contractor Personnel.
- 7.4. Replacement of Contractor Personnel. Following any removal of Contractor Personnel, Contractor will within fifteen (15) Business Days identify in writing to City, a suitable replacement for immediate assignment under this Agreement. Contractor shall assume all costs associated with the replacement of any Contractor Personnel.
8. **Record Keeping and Financial Controls.** Contractor acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Contractor shall keep full and detailed accounts and exercise such controls as set forth in **Exhibit E**.
9. **Minority and Small Business Requirements.** Contractor shall comply with all applicable requirements of the Office of Contract Compliances set forth in **Appendix A**.
10. **Insurance and Bonding Requirements.** Contractor shall procure, maintain during the life of this Agreement (and for the full period of the applicable statutes of limitation and repose, whichever is larger, in the case of completed operations coverage), and pay for, and shall require its Subcontractors to procure, maintain during the progress of their portion of the Work (and for the full period of the applicable statutes of limitation and repose, whichever is larger, in the case of completed operations coverage), and pay for, insurance in the amounts and types set forth in **Appendix B**.
11. **Indemnification.** Contractor shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, "City Indemnitees"), harmless from any losses, liabilities, damages, demands and claims, and all related costs pursuant to the indemnification provisions contained

in **Exhibit E**. In no event shall any indemnification obligation be construed as indemnifying City Indemnitees for the sole negligence of the City Indemnitees.

12. General.

- 12.1. Notices. Any notices under this Agreement shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this section; (c) when delivered by electronic mail and by certified mail to the addresses specified below or (d) three (3) Business Days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this section. All notices shall be in writing and given by postage prepaid registered or certified mail, return receipt requested, addressed as follows:

NOTICES TO CITY

City of Atlanta Department of Transportation (“ATLDOT”)
Atlanta City Hall
55 Trinity Avenue SW, Suite 4400
Atlanta, GA 30303
Attention: Director of Program Delivery – Mr. Simeon J. Robinson

With a Copy To:

City Attorney
City of Atlanta Department of Law
55 Trinity Avenue S.W.
Suite 5000
Atlanta, Georgia 30303

Department of Procurement
City of Atlanta
55 Trinity Avenue S.W.
City Hall South, Suite 1900
Atlanta, GA 30303-0307
Attention: Chief Procurement Officer

NOTICES TO CONTRACTOR

Comanche Construction of Georgia, LLC

Gustavo Gimenez

1734 Sands PL

Marietta, GA 30067

- 12.2. Counterpart Signatures. This Agreement may be signed in two or more counterparts by original, facsimile signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- 12.3. Electronic Signatures. Pursuant to O.C.G.A. §10-12-7, et. seq., as amended, the Agreement may be executed and delivered by the City by electronic transmission. For purposes of this Agreement, any page signed and transmitted electronically shall be treated as an original document, and the electronic signature of any Party thereon, for purposes hereof, shall be considered as an original signature and the document transmitted electronically shall be considered to have the same binding effect as an original signature on an original document.

[Signatures On Following Page]

The Parties hereto by authorized representatives have executed this Agreement as of the Effective Date.

CITY OF ATLANTA:

Signed by:
CHANDRA HOUSTON
B92C3A307EF9491...

Chief Procurement Officer DS

Attest:

Signed by:
Corrine Lindo
0931DE0008F247F...

Municipal Clerk (Seal)



Comanche Construction of Georgia, LLC:

Signature: 

Name: **Gustavo Gimenez**

Title: **Vice-President**

Signed by:
Solomon Caviness IV
6CCE5AE172DE47A

Commissioner of ATLDOT

Approved as to form:

DocuSigned by:
christopher Sleeper
13F0B64203F0479...

Assistant City Attorney

EXHIBIT A

GENERAL SCOPE OF WORK

EXHIBIT A:
GENERAL SCOPE OF SERVICES

Project #4141
Centennial Olympic Park Drive Bridge Deck Overlay
City of Atlanta Department of Transportation
Fulton County
DESCRIPTION OF WORK

I. GENERAL

The purpose of this Section is to provide the description of work to be done under this Contract.

II. DESCRIPTION OF WORK

This work includes applying a Latex Modified Concrete (LMC) overlay to all spans except span 6 (included in MLK bridge), replacing joints for bents 1, 9-14, 22-26, 31, replacing dummy joints in spans 1-4, 15-18, 27-30, and replacing longitudinal joints in spans 12.

Location ID	Serial Number
121-09073M-000.60N	121-0359-0

All costs associated with this work, including materials and labor, shall be included in the overall bid submitted.

III. GENERAL BRIDGE INFORMATION

Specifications - Georgia Standard Specifications, 2021 edition, and 2024 supplemental specifications as modified by contract documents.

Incidental Items – Include the cost incidental to the work that is not specifically covered by the Georgia Standard Specifications, Supplemental Specifications and/or Special Provisions in the overall bid submitted. This includes the cost of other incidental items such as cleaning bridge deck drain, etc. necessary to complete the work.

There is no known suitable place to bury existing bridge / construction debris within the project's limits. The Contractor shall provide an environmentally approved site as shown in Ga. Specification 201 to dispose of existing bridge / construction debris at no additional cost to the Department.

Waste material encountered on this project shall be removed and disposed of by the Contractor at an appropriate waste facility at no additional expense to the Department.

All borrow and waste sites for this project shall be environmentally approved prior to construction activities occurring in them. All common fill or excess material disposed outside the project right of way shall be placed in either a permitted solid waste facility, a permitted inert waste landfill or in an engineered fill. See Section 201 of the Standard Specification and Supplements thereto for additional information.

Edges of existing or construction concrete or epoxy concrete joints shall be ground to a 0.5 inch radius prior to installation of joint sealing material in accordance with plan details.

This project has utilities attached to the bridge. It shall be the Contractor's responsibility to protect existing utilities and lighting from damage caused by the blast cleaning operation, paint overspray, or any other related operations. Any damage shall be repaired by the Contractor at no additional expense to the Department.

Contractor should notify and coordinate their work with Norfolk Southern if necessary.

IV. NOTICE OF INTENT

Notice of Intent is not required.

V. CONSTRUCTION SEQUENCE

Note: The Contractor must not deviate from the construction sequence, unless approval has been obtained from City of Atlanta Department of Transportation.

1. Remove old joints and perform any necessary hand-tooling of deck to provide acceptable attachment surface for joint seals. Existing armor plates at Bents 5, 8, 15, 19, 20, 21, and 27 shall stay in place.
2. To account for increase in deck elevation of 1/2" from LMC overlay, weld 1/2" steel plate in-kind to existing armor joint at bents 5, 8, and 27. Contractor shall submit shop drawings of steel plate attachment showing material and method of attachment, for approval. Cost of installing 1/2" steel plate shall be included in overall bid.
3. Existing armor joints at bents 15, 19, 20, and 21 previously were retrofitted with 1/2" by 1/2" steel bar vertical extensions to accommodate asphalt overlay. Some of the retrofitted armor joint extensions have failed. Contractor shall fix failed extensions prior to pouring new LMC overlay. It is estimated 70 feet of 1/2" by 1/2" steel bar vertical extensions will need to be replaced. Contractor shall submit shop drawings of steel bar/plate attachment showing material and method of attachment for approval. 1/2" steel plate may be needed on one side of joint to avoid placement of thin LMC over existing armor joint plate. Cost of installing 1/2" by 1/2" steel bar/plate shall be included in overall bid.
4. Insert a closed-cell backer rod one and one-half (1.5) times the width of the joint opening (Bent locations 1, 9-14, 22-26, and 31). The backer rod is to remain in the joint opening. See Appendix D for detail.
5. Prepare the bridge deck per Special Provision 519.
6. Apply the Latex Modified Concrete (LMC) overlay to the bridge deck per Special Provision 519.
7. See Appendix A, B and E for repair locations and details.
8. Install new joints per Special Provision 449.

Bridge No. 1

Bridge Location ID: 121-09073M-000.60N

CEN OLYMPIC PARK DR OVER M9161 MITCHELL - N SOU RR

This work includes preparation of the bridge deck, furnishing and placing of a Latex Modified Concrete bridge deck overlay in accordance with Georgia Standard Special Provisions Specifications, Section 519 LMC Bridge Deck Overlay, and restriping of the bridge deck. LMC overlay width varies from 56'-0" to 45'-0".

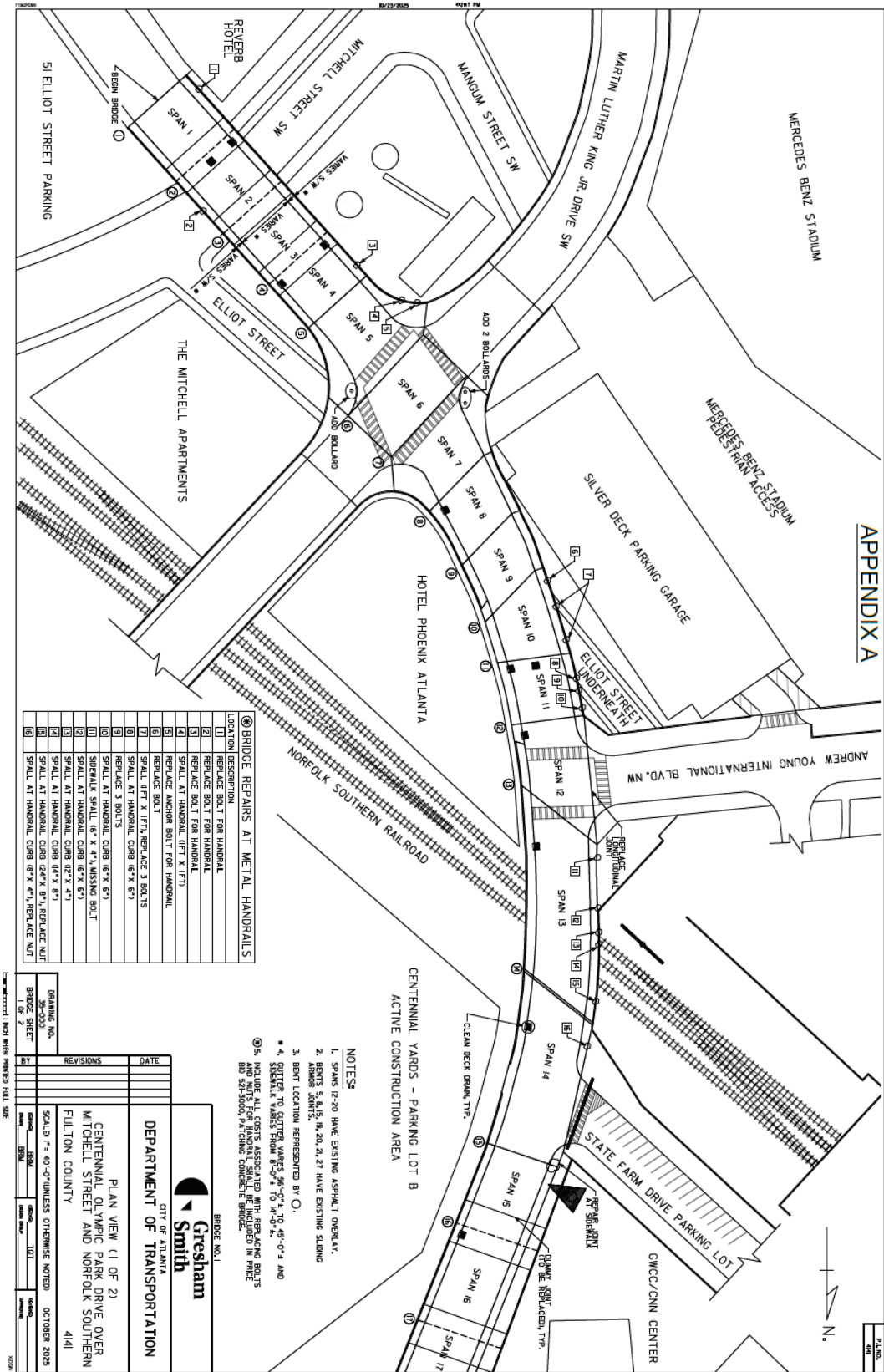
The structure has an estimated area of bridge deck to be overlaid of 116,937 SF (12,993 SY). Prior to bidding it shall be the Contractor's responsibility to measure the areas of deck to be overlaid and the linear footage of bridge joints to be replaced.

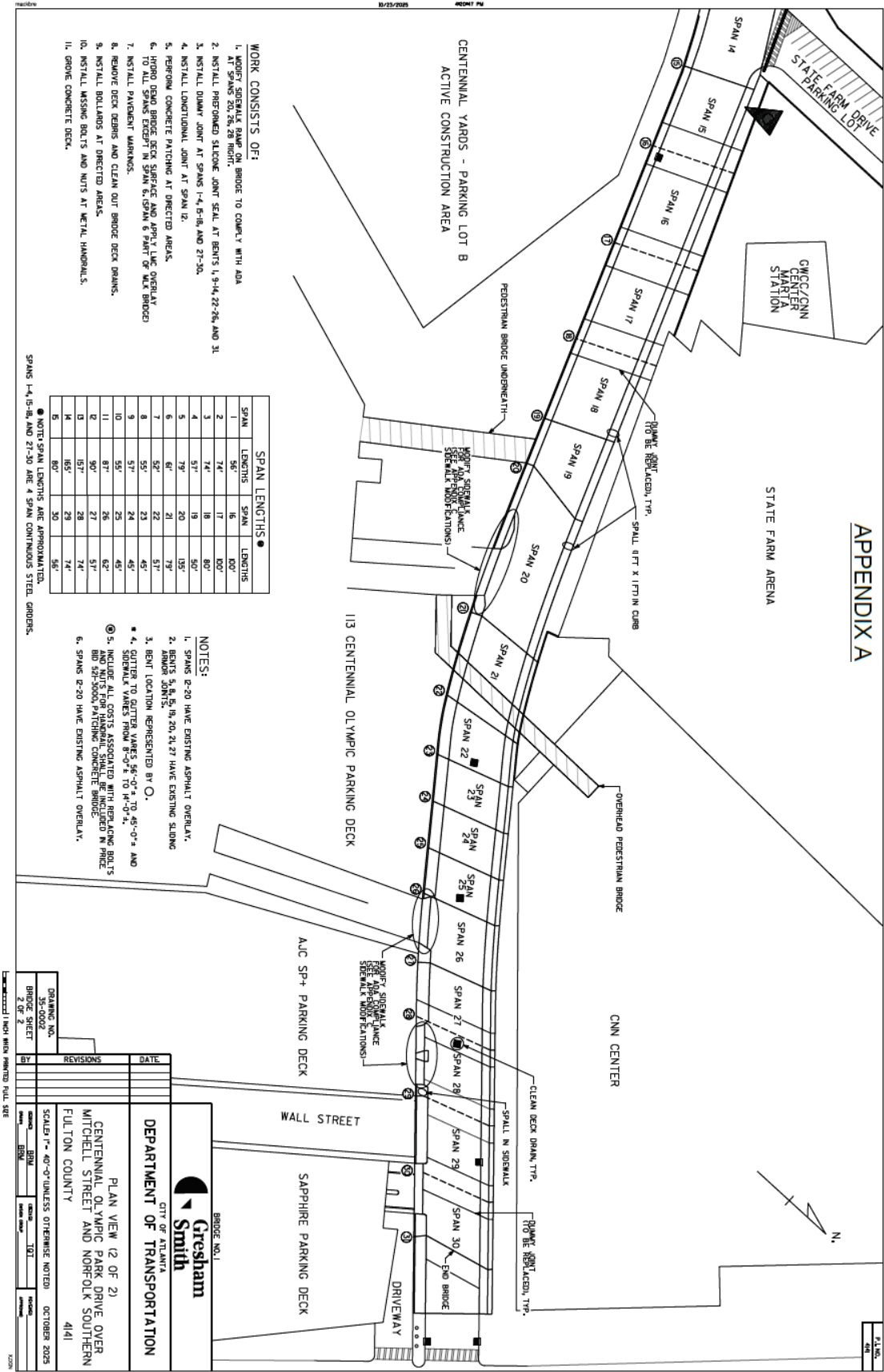
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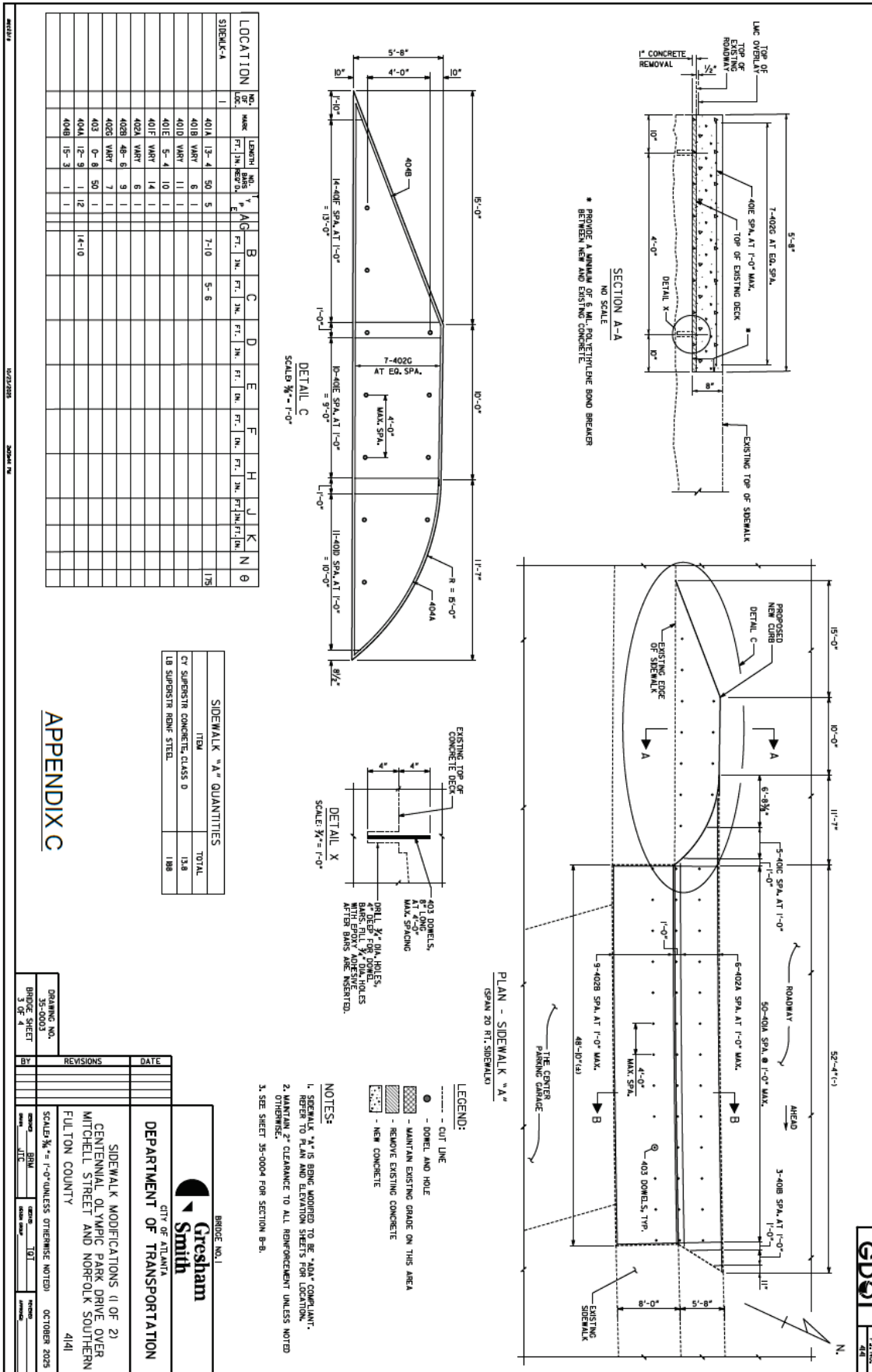
Joint Location	Maximum Joint Opening	Length of Jt. (ft.)	Opening Size (in)				Field Temp, °F:	Type of Joint
			Field	40° F	70° F	100° F	78	
Bent 1	1.791	74.000	1	1.385	1.081	0.777		Preformed Silicone Joint Seal
Span 1	1.250	74.000	1.25	1.250	1.250	1.250		Resealing Bridge Joints, TP-D
Span 2 #1	1.250	74.000	1.25	1.250	1.250	1.250		Resealing Bridge Joints, TP-D
Span 2 #2	1.625	74.000	1.625	1.625	1.625	1.625		Resealing Bridge Joints, TP-D
Span 3 #1	1.750	74.000	1.75	1.750	1.750	1.750		Resealing Bridge Joints, TP-D
Span 3 #2	1.375	74.000	1.375	1.375	1.375	1.375		Resealing Bridge Joints, TP-D
Span 4	1.375	74.000	1.375	1.375	1.375	1.375		Resealing Bridge Joints, TP-D
Bent 9	1.966	80.000	1.625	1.791	1.660	1.529		Preformed Silicone Joint Seal
Bent 10	1.966	80.000	1.625	1.791	1.660	1.529		Preformed Silicone Joint Seal
Bent 11	2.411	74.000	2	2.200	2.042	1.884		Preformed Silicone Joint Seal
Long. JT. Span 12	1.883	98.000	1.5	1.687	1.539	1.392		Preformed Silicone Joint Seal
Bent 12	2.291	74.000	1.75	2.014	1.806	1.597		Preformed Silicone Joint Seal
Bent 13	3.105	94.000	2.375	2.731	2.450	2.169		Preformed Silicone Joint Seal
Bent 14 BK	2.987	90.000	2.5	2.737	2.550	2.363		Preformed Silicone Joint Seal
Bent 14 AH	2.874	90.000	2.375	2.618	2.426	2.234		Preformed Silicone Joint Seal
Span 15	2.625	74.000	2.625	2.625	2.625	2.625		Resealing Bridge Joints, TP-D
Span 16 #1	2.875	74.000	2.875	2.875	2.875	2.875		Resealing Bridge Joints, TP-D
Span 16 #2	3.125	74.000	3.125	3.125	3.125	3.125		Resealing Bridge Joints, TP-D
Span 17 #1	1.875	74.000	1.875	1.875	1.875	1.875		Resealing Bridge Joints, TP-D
Span 17 #2	1.875	74.000	1.875	1.875	1.875	1.875		Resealing Bridge Joints, TP-D
Span 18	2.500	74.000	2.5	2.500	2.500	2.500		Resealing Bridge Joints, TP-D
Bent 22	2.408	78.000	2	2.199	2.042	1.885		Preformed Silicone Joint Seal
Bent 23	1.804	78.000	1.5	1.648	1.531	1.414		Preformed Silicone Joint Seal
Bent 24	1.929	78.000	1.625	1.773	1.656	1.539		Preformed Silicone Joint Seal
Bent 25	1.493	78.000	1.25	1.369	1.275	1.181		Preformed Silicone Joint Seal
Bent 26	1.579	78.000	1.25	1.410	1.284	1.157		Preformed Silicone Joint Seal
Span 27	1.500	80.000	1.5	1.500	1.500	1.500		Resealing Bridge Joints, TP-D
Span 28 #1	1.375	72.000	1.375	1.375	1.375	1.375		Resealing Bridge Joints, TP-D
Span 28 #2	1.500	72.000	1.5	1.500	1.500	1.500		Resealing Bridge Joints, TP-D
Span 29 #1	1.375	80.000	1.375	1.375	1.375	1.375		Resealing Bridge Joints, TP-D
Span 29 #2	1.500	72.000	1.5	1.500	1.500	1.500		Resealing Bridge Joints, TP-D
Span 30	1.500	72.000	1.5	1.500	1.500	1.500		Resealing Bridge Joints, TP-D
Bent 31	2.178	80.000	1.375	1.766	1.457	1.148		Preformed Silicone Joint Seal

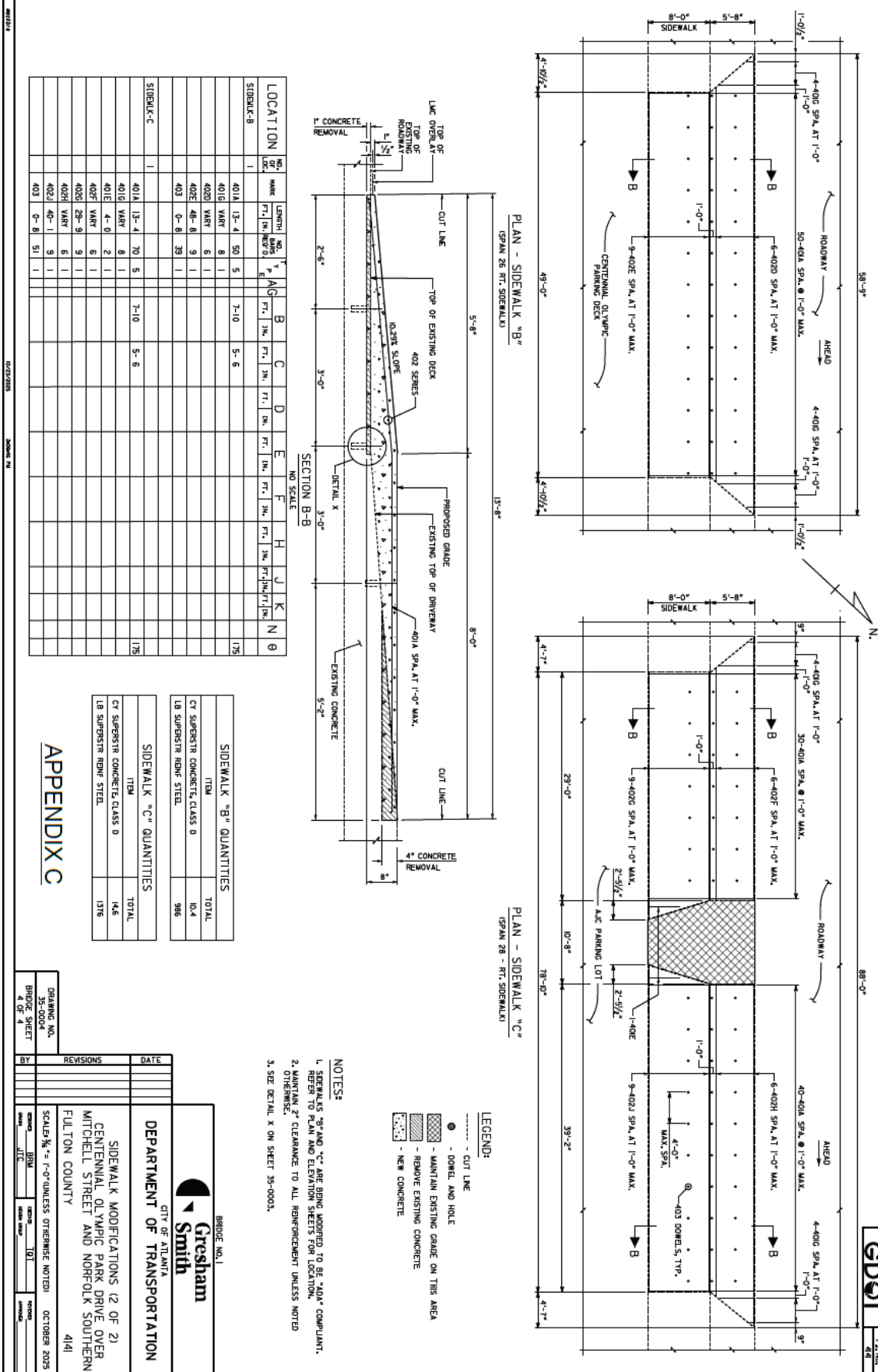
Note: Existing bridge plans are not available.

EXHIBIT A.1
DRAWING AND DETAILS







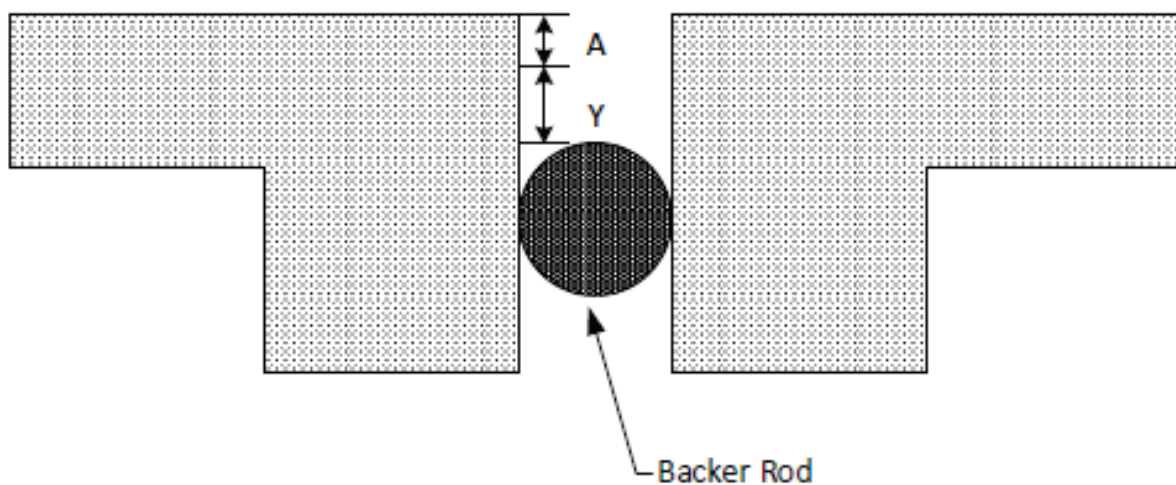


APPENDIX D

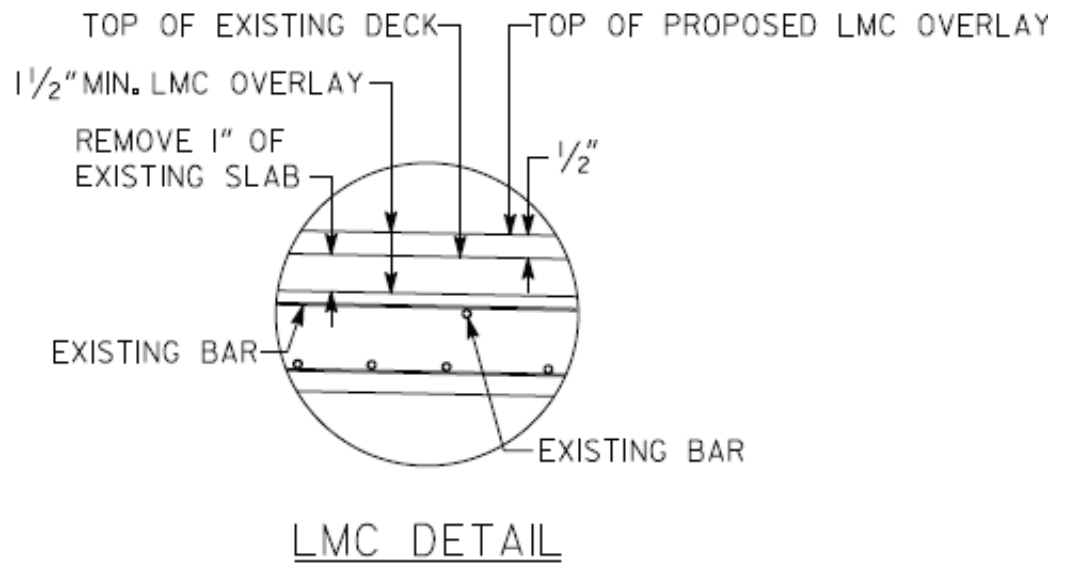
BACKER ROD'S INSTALLATION DETAIL

Distance A: minimum depth required from the deck's surface to the top of joint (as recommended by joint's manufacturer)

Distance Y: actual joint depth.



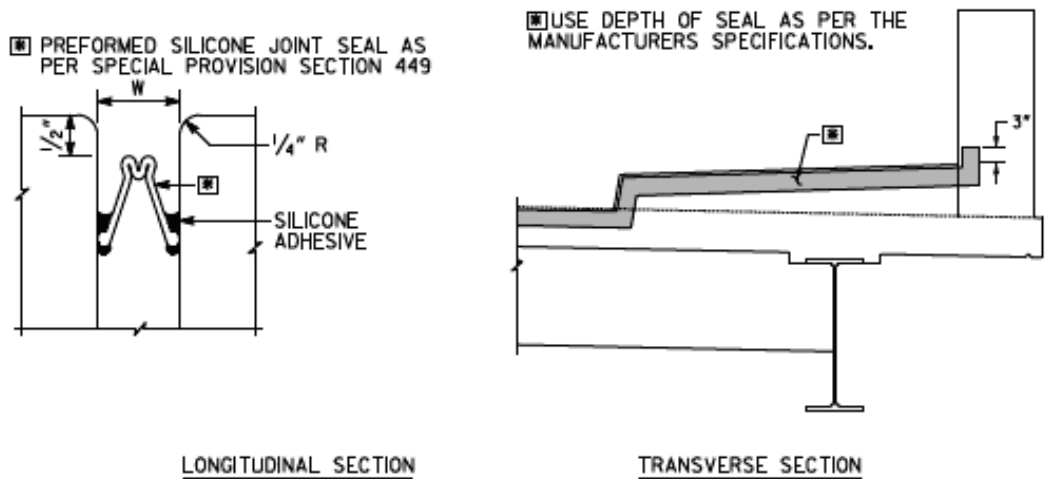
APPENDIX E



LMC NOTES:

1. REMOVE CONCRETE IN AREAS OF DECK NOT ACCESSIBLE TO HYDRODEMOLITION OPERATIONS USING MANUAL REMOVAL METHODS. SEE SPECIAL PROVISIONS FOR ADDITIONAL REQUIREMENTS.
2. CAST LATEX MODIFIED CONCRETE OVERLAY TO MATCH EXISTING CROSS SLOPE.

APPENDIX F



PREFORMED SILICONE JOINT SEALS
NOT TO SCALE

JOINT OPENING (W) - BR 1			
LOCATION	TEMPERATURE		
	40°F	70°F	100°F
BENT 1	1 3/8"	1 1/8"	7/8"
BENT 9	1 7/8"	1 5/8"	1 1/2"
BENT 10	1 7/8"	1 5/8"	1 1/2"
BENT 11	2 3/8"	2 1/8"	1 7/8"
BENT 12	2 1/8"	1 7/8"	1 5/8"
SPAN 12 LONG. JT.	1 5/8"	1 1/2"	1 3/8"
BENT 13	2 7/8"	2 1/2"	2 3/8"
BENT 14BK	2 7/8"	2 1/2"	2 3/8"
BENT 14AH	2 5/8"	2 1/2"	2 3/8"
BENT 22	2 1/4"	2 1/8"	1 7/8"
BENT 23	1 5/8"	1 1/2"	1 3/8"
BENT 24	1 3/4"	1 5/8"	1 1/2"
BENT 25	1 3/8"	1 1/4"	1 1/8"
BENT 26	1 3/8"	1 1/4"	1 1/8"
BENT 31	1 3/4"	1 1/2"	1 1/8"

JOINT NOTES:

1. "W" (JOINT WIDTH) SHALL BE BASED ON THE AVERAGE BEAM TEMPERATURE.
2. PRORATE "W" BETWEEN TEMPERATURE VALUES SHOWN.
3. ASSUMED NORMAL TEMPERATURE IS 70° F.
4. SEE SPECIAL PROVISION - SECTION 449 "BRIDGE DECK JOINT SEALS" FOR FURTHER REQUIREMENTS.
5. INCLUDE ALL COSTS ASSOCIATED WITH THE FURNISHING AND INSTALLING PREFORMED SILICONE JOINT SEALS IN THE PRICE BID FOR PAY ITEM 449-1350.
6. CONTRACTOR SHALL FIELD VERIFY JOINT OPENING "W" PRIOR TO ORDERING MATERIALS.

EXHIBIT A.2
LOCATION MAP

EXHIBIT B
AUTHORIZATION



CITY OF ATLANTA

DEPARTMENT OF PROCUREMENT
SUITE 1900

55 TRINITY AVENUE, SW
ATLANTA, GA 30303

Andre Dickens
Mayor

Chandra Houston
Chief Procurement Officer

MEMORANDUM

TO: Solomon Caviness IV, Department of Transportation

FROM: Chandra Houston, Chief Procurement Officer

CC: Tapika Howard, Deputy Chief Procurement Officer

RE: Notice of Emergency Authorization for- Emergency Bridge Maintenance & Rehabilitation for Centennial Bridge

DATE: February 11, 2026

DocuSigned by:

Tapika Howard

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TH

An emergency procurement is warranted when conditions create a direct or imminent threat to the health, welfare, or safety of individuals, property, or essential City functions. Department of Transportation, ("DOT"), is seeking an Emergency Procurement Authorization under **City of Atlanta Procurement and Real Estate Code § 2-1192**, in connection with emergency maintenance and rehabilitation required for Centennial Olympic Park Drive Bridge Deck Over M9161 Mitchell- N Sout RR.

Routine inspections by Georgia Department of Transportation (GDOT) and the Atlanta Department of Transportation (ATLDOT), along with the most recent field observations on September 11, 2025, confirm that the bridge deck has developed multiple potholes, longitudinal and transverse cracks, and surface spalling. These defects have grown significantly over the past several years. The bridge currently carries about 4,600 vehicles daily, including passenger cars and light- to medium-duty trucks, and traffic surges to approximately 2,500 vehicles per hour during major events at Mercedes-Benz Stadium, State Farm Arena, and GWCC—not including anticipated traffic from Centennial Yards.

The open cracks and potholes present immediate hazards such as tire damage and loss of vehicle control as drivers attempt to avoid them. Progressive deterioration could expose reinforcing steel, allow water infiltration, accelerate corrosion, and lead to freeze-thaw damage, increasing the risk of structural weakening and unsafe travel conditions. Continued traffic loading on the damaged surface will enlarge potholes and speed up deck delamination.

If repairs are deferred, deterioration may reach a point requiring lane closures, full street closure, or even complete deck replacement—causing major disruption and significantly higher costs. Early intervention through a Latex Modified Concrete (LMC) overlay is far more economical and will extend the deck's life by 20–25 years. The recommended approach includes removing one inch of deteriorated concrete curb-to-curb by hydro-demolition, applying a 1½-inch LMC overlay, sealing joints, and addressing any additional issues identified during the repair process. Immediate action is essential to maintain safe operating conditions, protect transportation continuity for thousands of daily users, and prevent escalating structural damage. Acting now ensures public safety and avoids the much higher cost and disruption of full replacement later.

Comanche Construction of Georgia, LLC is the most appropriate and qualified supplier to provide these services, supplies and immediate work to mitigate the emergency. This Emergency Procurement with Comanche Construction of Georgia, LLC shall not exceed the amount of \$2,935,974.00 and is for a period of six (6) months with no renewal options.

If you have any questions, please contact Project Manager, Jeremias Cirilo at jcirilo@atlantaga.gov

cc: Verneicher Favors, Director, Strategy
Jeremias Cirilo, Project Manager
Brandi Stanley, Director, Implementation
De'Shondrick Poole, Assistant Director, Implementation

DS
VF

EXHIBIT C

SCHEDULES OF VALUES

LINE	ITEM	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL
5	150-1000	1	LS	TRAFFIC CONTROL - PROJECT # 4141	\$319,850.00	\$319,850.00
10	632-003	4	EA	CHANGEABLE MESSAGE SIGN, PORTABLE, TYPE 3	\$500.00	\$2,000.00
15	999-9999	1	LS	MISCELLANEOUS ALLOWANCE	\$75,000.00	\$75,000.00
15	449-1350	1,352	LF	PREFORMED SILICONE JOINT SEAL, BR NO. - 1	\$50.00	\$67,600.00
20	461-2000	1,224	LF	RESEALING BRIDGE JOINTS, TP - D	\$25.00	\$30,600.00
25	150-1000	12,486	SY	GROOVED CONCRETE	\$6.25	\$78,037.50
30	500-1011	39	CY	SUPERSTR CONCRET, CL D, BR NO -	\$700.00	\$27,300.00
35	511-3000	3,550	LB	SUPERSTR REINF STEEL, BR NO - 1	\$2.75	\$9,762.50
40	519-0225	12,993	SY	CONCRETE OVERLAY, LATEX MODIFIED, THICKNESS - 1.5 IN	\$161.00	\$2,091,873.00
45	521-3000	6	SF	PATCHING CONCRETE BRIDGE	\$300.00	\$1,800.00
50	540-1202	1	LS	REMOVAL OF PARTS OF EXOSTING BRIDGE, BR NO - 1	\$11,000.00	\$11,000.00
55	657-4998	1,330	SY	PREFORMED PLASTIC SOLID PVMT MARKING, CONTRAST (BLACK-WHITE), TP PB (CROSSWALK REPLACEMENT)	\$77.50	\$103,075.00
60	657-4999	318	SY	PREFORMED PLASTIC SOLID PVMT MARKING, CONTRAST (BLACK-WHITE), TP PB	\$100.00	\$31,800.00
65	657-9243	1,476	LF	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 9 IN, CONTRAST (BLACK-YELLOW)	\$14.00	\$20,664.00
70	657-9245	1,194	LF	WET REFLECTIVE PREFORMED SOLID PAVEMENT MARKINGS, 9 IN, CONTRAST (BLACK-WHITE)	\$14.00	\$16,716.00
75	657-9432	3,203	GLF	WET REFLECTIVE PREFORMED SKIP PAVEMENT MARKINGS, 9 IN, CONTRAST (BLACK-WHITE)	\$7.00	\$22,421.00
80	657-9535	19	EA	WET REFLECTIVE PREFORMED PLASTIC PVMT MKG, ARROW TP 2, WHITE, TP PB-WR	\$725.00	\$13,775.00
85	957-9540	4	EA	WET REFLECTIVE PREFORMED PLASTIC PVMT MKG, ARROW TP 3, WHITE, TP PB-WR	\$1,300.00	\$5,200.00
90	900-0526	3	EA	WET REFLECTIVE PREFORMED PLASTIC PVMT MKG, ARROW TP 3, WHITE, TP PB-WR	\$1,500.00	\$4,500.00
90	900-0526	3	EA	BOLLARDS	\$1,000.00	\$3,000.00

TOTAL PROJECT = \$ 2,935,974.00

EXHIBIT D
DEFINITIONS

DEFINITIONS

Contents

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The following terms, when capitalized in this Contract, are defined, as follows. In the case of conflict, the user agency specific definition controls.

Section 1. Citywide Definitions

AASHTO means The American Association of State Highway and Transportation Officials, the successor association to AASHO.

Access Road means the right-of-way; the roadway and all improvements constructed thereon connecting the Site to a public highway.

Addenda means revisions to the solicitation documents issued by City prior to evaluation of solicitation responses.

Agreement see "Contract."

Allowance means that sum of money included in the Contract Price that is under the control of the Engineer, or his designee, to pay for the scope set out for the allowance item.

Approved, Directed, Ordered, Or Their Derivatives - Approved, as directed, or ordered by the Engineer or the City, unless otherwise clearly indicated.

Applicable Law(s) means all federal, State or local statutes laws ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of an kind by which a Party may be bound, then in effect or which come into effect during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Contractor or Contractor's Subcontractor(s); (c) the Contract and the Contract Documents; or (d) the performance of the Services under this Contract or any Task Order.

Application for Payment means the form approved by City that is to be used by Contractor in requesting progress payments or final payment, together with such supporting documentation as is required in the Contract Documents. The Application for Payment may also be called Payment Application.

As-Built Drawings means the final "as-built" Plans and Specifications for the Project. As-Built Drawings may also be referred to as "As-Built" Records.

ASTM means The American Society for Testing and Materials.

Award means when legislation authorizing the award of the Contract has been adopted by the Atlanta City Council and approved by the Mayor, provided, however, that the Contract will not become binding upon the City and the City will incur no liability under it until it has been duly executed by the Contractor, returned to the City with all required submittals, including insurance and bonding, if applicable, executed by the Mayor, attested to by the municipal clerk, approved by the City attorney as to form and delivered to the Contractor.

Basis of Design Documents means those preliminary Drawings, concept design Drawings, technical Specifications, Project Criteria, or other documents that are (i) included in the Contract Documents, and

(ii) serve as the basis or starting point for design services to be performed by Contractor, if any.

Beneficial Occupancy means the stage of the Work before Final Acceptance, at which the City may occupy the building, structure or facility, or a portion thereof, for the purpose it was constructed.

Bid means all documents, whether attached or incorporated by reference, submitted by Contractor in responding to the City's invitation for competitive sealed bids for this Project.

Bid Item means a discretely priced portion of Work identified in the schedule of values. Bid item may also be referred to as "Contract Line Item."

Bond means a written instrument of surety approved by the City with a valid Certificate of Authority issued by the United States Department of Treasury under Sections 9304 to 9308 of Title One of the United States Code as security to the City, on behalf of Contractor, to guaranty faithful performance of acts, duties or obligations under the Contract Documents.

Business Day(s) means the days of the week excluding Saturdays, Sundays, and holidays observed by the City of Atlanta, unless otherwise specified.

Calendar Day(s) means every day shown on the calendar; a period day of twenty-four (24) hours lasting from midnight one day to midnight the next day.

Certificate of Final Completion means a certificate issued by the City to the Contractor after Final Completion of the Work and the Project are achieved by the Contractor.

Change Directive means a written order prepared by the City and signed by the City directing a change in the Work prior to or absent an agreement or adjustment, if any, in the Contract Price, Contract Time, or both.

Change Order means a written agreement signed by the City and Contractor, stating their agreement upon all of the following: (1) change in the Work that includes the addition or reduction of Work; (2) the amount of the adjustment, if any, in the Contract Price; and (3) the extent of the adjustment, if any, in the Contract Time and includes at least one of the above changes. A Change Order does not include a Field Change, Work Authorization or Change Directive.

Change Request means a City proposed change in the Contract or other aspects of this Contract submitted under ARTICLE 9 CHANGES TO THE CONTRACT of the General Conditions.

City means the City of Atlanta, Georgia, and shall include all agencies, establishments or officials of the government of the City as well as the City's Authorized Representatives, employees and successors in interest.

Code means the Code of Ordinances for the City of Atlanta, Georgia, as amended.

Constituent of Concern means Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Applicable Laws regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material. The term "Constituent of Concern" includes, without limitation, any material or substance which is (i) defined as a "hazardous

waste,” “extremely hazardous waste,” or “restricted hazardous waste” or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (ii) designated a “hazardous substance” pursuant to the Federal Water Pollution Control Act, 33 U.S.C. § 1317, or (iii) defined as a “hazardous waste” pursuant to the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et seq., or (iv) defined as a “hazardous substance” pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq.

Contract means the written agreement for the performance of and payment for the Work executed on behalf of the City and the Contactor, which is both a part of the Contract Documents and includes all Contract Documents by reference. The Contract may also be called “Agreement.”

Contract Documents include this Contract signed by City and Contractor and all exhibits, appendices, Task Orders, Change Orders, Work Authorizations and Change Directives and other documents attached to or referenced herein as well as any authorized changes or addenda hereto. The Contract Documents may also be called “Agreement Documents.”

Contract Line Item see “Bid Item.”

Contract Price means the total payment amount that the City agrees to pay Contractor under the Contract for the Work or items of Work described in the Contract Documents.

Contract Schedule see “CPM Schedule.”

Contract Time(s) means the number of Calendar Days stated in the Contract 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.

Contractor means any Firm, partnership, corporation, joint venture, limited liability company (“LLC”) or any combination thereof who enters into a Contract with the City. This excludes Subcontractors/Sub-consultants.

Claim means a written demand or assertion by the Contractor seeking an adjustment in the Contract Price and payment of monies so due, an extension or shortening in Contract Time, the adjustment or interpretation of Contract terms, or other relief arising under or relating to the Contract following denial of a submittal for Change Request under ARTICLE 9 CHANGES TO THE CONTRACT of the General Conditions. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a Claim under this Contract.

Confidential Information means all information, including, but not limited to, business or financial information, Plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, Supplier, and employee information, and all information concerning relationships with customers, Suppliers and employees, proprietary ideas, concepts, know-how, methodologies, Specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or obtained by a Party from any source in connection with this Contract, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and Suppliers; (iii) all information entered or to be entered into

software or equipment by or on behalf of a Party, as well information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law, including Personal Information. Confidential Information does not include information: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or references to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

Construction Documents means the sealed Plans and Specifications of Designer that are issued for construction.

Contractor Personnel means Contractor's employees, agents, representatives, Subcontractors and/or sub-Subcontractors hired and maintained to perform Work hereunder.

Contractor's Authorized Representative means the Contractor's executive representative who is present on Site during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the Work.

CPM Schedule refers to a logic tied computerized network schedule, based on the Critical Path Method, incorporating all elements of the Work, prepared and updated in accordance with the requirements of the Special Conditions, if applicable, subject to approval of the City. The CPM Schedule may also be referred to as "Contract Schedule," "Project Schedule" or "Schedule." Where Engineer has authorized an alternative method for determining the order and duration of the Work, the terms CPM Schedule, Contract Schedule, Project Schedule or Progress Schedule shall also refer to this method.

Date of Commencement or Commencement Date means the date Contractor shall commence Work on the Project as specified in the Notice to Proceed issued by the City.

Designer refers to the Firm licensed to practice engineering in the State of Georgia that, if applicable to the Project, seals the Plans and Specifications for the Work to be performed under this Contract.

Drainage System means the system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted through the Site.

Drawings refer to parts of the Contract Documents which show the shape, outlines, dimensions, characteristics, scope of and other similar requirements governing the Work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Plans" and includes without limitation standard details and drawings.

Engineer means the City employee or duly authorized representative, or any of his/her designated representatives assigned to administer the technical aspects of the Contract. The terms Resident Engineer, Contract Administrator, or Contract Manager may be used interchangeably to denote the Person designated expressly by the City with authority to administer the Contract.

Equipment means all machinery, including but not limited to supplies for upkeep and maintenance, and all tools and apparatus to perform and properly complete the Work.

Field Change means a change in Work that includes changes or adjustments to quantities or budget items but does not include a change in the overall Contract Price, overall Contract Time or use of allowance items, which is required as a result of field conditions that require such adjustments. A Field Change does not include a Work Authorization, a Change Order or a Change Directive and is agreed upon and executed by an authorized City representative and the Contractor.

Final Acceptance means the Contractor has completed all Work included in the Contract and a formal written Final Acceptance letter has been issued by the Engineer indicating all requirements on the Final Acceptance Checklist are satisfied and all Punch List items are complete.

Final Completion means that all Work and all other obligations under this Contract are fully and completely performed in accordance with the terms of this Contract, including: (i) the achievement of Substantial Completion of all subprojects; (ii) the completion of all Punch List items; (iii) delivery by Contractor to City of all documentation required to be delivered under this Contract as a prerequisite of achievement of Final Completion and (iv) removal from the Site of all of Contractor's, Subcontractors' and sub-Subcontractor's personnel, supplies, waste, Materials, rubbish, and Temporary Facilities.

Final Payment means the last and final monetary compensation made to Contractor for any portion of the Work that has been completed and accepted for which payment has not been made, amounts owing to adjustments to the final Contract Price resulting from approved Change Orders, and release of Contractor's retainage.

Firm means any individual, partnership, corporation, association, joint venture or other legal entity permitted by law to practice or offer professional or consultant Services.

Fiscal Year means that portion of the year commencing July 1 and ending June 30th of the subsequent year.

Force Account means 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 ARTICLE 10 PRICING OF ADJUSTMENTS of the General Conditions.

Force Majeure has the meaning specified in ARTICLE 3 COMMENCEMENT AND PROGRESS OF THE WORK of the General Conditions.

General Conditions means general conditions exhibit which governs the rights, duties, and obligations of the Parties.

General Conditions Costs means the expenses associated with the administrative, operational, and logistical aspects necessary to support and manage the Project, but not directly tied to the physical construction work. These costs are to be accounted for separately from the direct construction costs and are limited to the following: (a) costs of Site supervision; (b) wages paid to Contractor's management or supervisory personnel in the direct employ of the Contractor who provide services in connection with the Work and for such time as is actually devoted to the Work, including all fringe benefits required by law; (c) actual Site office expenses directly related to the Project; (d) the costs to provide the Temporary Facilities for the Project (including temporary enclosures, temporary utilities and sanitary facilities); (e)

and other type of costs incurred to support the provisioning of labor, Materials and Equipment as approved by the City.

Hazardous Environmental Condition means the presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.

- a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Applicable Laws, and the requirements of the Contract, is not a Hazardous Environmental Condition.
- b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
- c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.

Inspector means an authorized representative of the Engineer or the City assigned to make all necessary inspections and/or tests of the Work performed or being performed, or of the Materials furnished or being furnished by the Contractor.

Intellectual Property Rights shall mean, on a worldwide basis, any and all now known or hereafter rights associated with works of authorship or creation, including: (a) rights of copyright, moral rights and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents and other patent rights; (e) other rights with respect to inventions, discoveries, improvements, know-how, formulas, algorithms, processes, technical information and other technology; (f) all other intellectual and industrial property rights of every kind or nature and however designated, whether arising by operation of law, contract, license or otherwise; and (g) all national, foreign and state registrations, applications for registration and all renewals and extensions thereof (including any continuations, continuations-in-part, divisional, reissues, substitutions and reexaminations), all goodwill associated therewith, and all benefits, privileges, causes of action and remedies relating to any of the foregoing.

International Organization for Standardization or ISO means an independent, non-governmental, international organization that develops standards to ensure the quality, safety, and efficiency of products, services, and systems.

Latent Defect means a defect that causes the Work, or any portion thereof, to fail to conform to the applicable Specifications, which defect was not discoverable upon using ordinary and reasonable means of care during inspections provided for under ARTICLE 12 TESTS AND INSPECTIONS of the General Conditions.

Lump Sum Price means the full payment for performance of the Work and covers all costs of whatever nature incurred by Contractor in accomplishing the Work in accordance with the provisions of the Contract.

MARTA means Metropolitan Atlanta Rapid Transit Authority.

Materials means any substance specified for use in the performance of the Work.

Milestone means an event or task described in the Contract Documents for which there is a corresponding date by which it must be completed.

Modification means Binding changes, Addenda, revisions, or the like, to the Work or the Contract Documents, including changes to Work made by Change Order, Work Authorization, Field Change or Change Directive as required by ARTICLE 9 CHANGES TO THE CONTRACT of the General Conditions.

Notice to Proceed ("NTP") means a written communication issued by the City to Contractor authorizing it to proceed with the Work and establishing the Date of Commencement of the Contract Time and on which Contractor shall start to perform its obligations in accordance with the Contract Documents.

OSHA means the Occupational Safety and Health Administration. OSHA's mission is to prevent work-related injuries, illnesses, and deaths.

Party or Parties means City and/or Contractor.

Payment Bond means a Bond with good and sufficient surety or sureties payable to the governmental entity for which the work is to be done and intended to ensure that (a) the Contractor will complete the Work in accordance with the terms of the Contract and (b) the Contractor will pay in full all bills and accounts for Subcontractors and all Persons supplying labor, Materials, machinery, and Equipment in the prosecution of the Work provided for in the Contract.

Performance Bond means a bond with good and sufficient surety or sureties for the faithful performance of the Contract and to indemnify the governmental entity for any damages occasioned by a failure to perform the same within the prescribed time. Such bond shall be payable to, in favor of, and for the protection of the governmental entity for which the Work is to be done.

Person means individuals, partnerships, agents, associations, corporations, limited liability companies, Firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.

Plans means those portions of the Contract Documents describing in drawings, the shapes, outlines, dimensions, characteristics, scope and other similar requirements governing the Work, or portions thereof, prepared by the Designer and including revisions thereto. The term is used interchangeably with the word "Drawings" and includes without limitation standard details and drawings.

Project refers to the result of the series of tasks identified in the Contract Documents of which the Work performed under the Contract Documents is a part.

Project Contingency Allowance means that sum of money set aside and under the control of the Engineer, or his designee, as part of the Project budget which has been designated to pay for scope modifications, unforeseen events, Work items consistent and related to the Contract but not shown on the Drawings and/or Specifications but necessary for the successful completion of the Work, or emergencies during the course of the Project not otherwise contemplated in the Contract. Project Contingency Allowance may also be referred to as "Project Contingency" or "Contingency Allowance."

Project Criteria means the requirements set forth by the City for the development of the Construction Documents. Project Criteria shall set forth the City's use, space, price, time, site, performance, expandability, and other requirements for the Project. The Project Criteria may include, conceptual

documents, design criteria and specifications, LEED® or other sustainable design criteria, and other Project-specific technical materials. “Project Criteria” may also be referred to as “Program Requirements.”

Progress Schedule see “CPM Schedule.”

Project Schedule see “CPM Schedule.”

Proponent means an actual offerer as defined in the Sec. 2-1102 of the City Code which is defined as any firm that has submitted a bid or proposal in response to the particular solicitation in question. Individual joint venturers, subcontractors, subconsultants, or individuals or entities comprising a part of the bidder or proponent team are not actual offerors.

Proposal means all documents, whether attached or incorporated by reference, submitted by Contractor in responding to the City’s invitation for proposals for this Project.

Proposed Change Document means a Contractor’s response to a City Change Request or a Contractor proposed change in the Contract submitted under ARTICLE 9 CHANGES TO THE CONTRACT of the General Conditions.

Punch List means the list(s) prepared by the City's representative or design consultant prior to Final Completion indicating items of Work not in accordance with the requirements of the Contract Documents and which must be performed, corrected and accomplished prior to acceptance of the Work.

Samples means physical examples furnished by Contractor, which illustrate Materials, Equipment or workmanship. Approved Samples in conformance with the Contract Documents establish the Standards of the Work.

Scheduled Completion Date means, subject to approved extensions for Force Majeure, the date for Substantial Completion set forth in the exhibit titled Milestones or Liquidated Damages, the Project Schedule or elsewhere in the Contract Documents.

Sensitive Security Information has the meaning set forth in the United States Department of Homeland Security, Transportation Security Administrative Rules & Regulations, 49 CFR 1520, (49 U.S.C. §114) and in the Office of the Secretary of Transportation Rules & Regulations, 49 CFR 15, (49 U.S.C. §40119).

Service(s) means the furnishing of labor, time, or effort by a contractor, not involving the delivery of a specific end product other than reports which are merely incidental to the required performance.

Shop Drawings means fabrication drawings, diagrams (including, but not limited to wiring and control diagrams), illustrations, schedules, or other data illustrating the Work, and all illustrations, brochures, standard schedules, performance and test charts or data, Specifications, instructions, diagrams, and other information prepared by Contractor, a Subcontractor, Supplier, vendor or manufacturer and submitted by Contractor as required in the Contract Documents.

Site means the area(s) required for the performance of the Work.

Special Conditions refers to additional contract terms which supplement terms covered in the General Conditions.

Specifications means those portions of the Contract Documents consisting of written technical descriptions, provisions, or requirements of the Work to be performed under the Contract Documents, including, but not limited to, the quantities or quality of Materials, Equipment, systems or applications. Standards for specifying Materials or testing that are cited in the Specifications are incorporated into the Contract Documents by reference shall have the same force and effect as if referenced in the Contract.

Standards means the current standards of engineering, analysis, and design, including installation and Material Specifications, which the City utilizes in the design and construction of its projects.

State means the State of Georgia.

Subcontractor means an individual, Firm, corporation or any combination thereof having a direct contract with Contractor for the performance of a part of the Work at the Site.

Subcontractor Personnel means Subcontractor, its agents or employees, or any third party under the control or supervision of the Subcontractor.

Substantial Completion or its Derivatives means the Project, or a specified portion thereof, shall be deemed Substantially Completed or having achieved Substantial Completion when (a) the Work is sufficiently complete in accordance with the Contract Documents so the City can occupy or utilize the Project, or a specified portion thereof, for its intended use, and (b) the Contractor has obtained on behalf of the City for the Project or specified portion thereof, all necessary permits and regulatory approvals necessary for the City to occupy and begin use or operation and (c) the City accepts the Project, or specified portion thereof, as being at Substantial Completion and issues a Certificate or Notice of Substantial Completion.

Supplier means 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 or provide significant labor at the Site.

Task Order Commencement Date means the date set forth in each Task Order on which the Services under such Task Order shall begin.

Technical Specifications see "Specifications."

Temporary Facility/Structure means a facility or structure constructed for prosecution of the Work and not intended to be permanent.

Third Party means a Person other than the Parties.

Unilateral Change Order means a written order signed and unilaterally issued by the Chief Procurement Officer or other individual authorized by City, directing the Contractor to make changes that the General Conditions of the Contract authorizes without the consent of the Contractor. Unilateral Change Order may also be called a "Unilateral Change Document."

Utility means and includes 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 means the furnishing of all labor indicated, shown, or contemplated by the Contract Documents and the furnishing, by Contractor, of all Materials, tools, Equipment, plants, supplies, power, water, transportation and any other incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the Contract, Plans, and Specifications. For the purposes of a Progressive Design Build construction agreement, Work shall include both Phase 1 Services and Phase 2 Services, as applicable.

Work Authorization means a change in Work that adds, changes or removes scope of work from the Agreement but does not include a change in Contract Time or Contract Price; or the utilization of an allowance or contingency item, as permitted and defined by the Agreement documents. A Work Authorization does not include a Change Order, a Field Change or a Change Directive and is agreed upon and executed by an authorized City representative and the Contractor.

Working Days means the days of the week excluding Saturdays, Sundays, and holidays observed by the City of Atlanta, unless otherwise specified.

Working Drawings means 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 to adequately control the Work or required by the Contract Documents but does not become an integral part of the Project

Work Product means any work product, creation, material, item or deliverable, documentation or other item created by Service Provider or Service Provider Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Services, including all forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secrets laws.

Section 2. Department of Aviation Definitions

AIP means Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

Air Operations Area (AOA) means an area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An Air Operation Area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.

Airport means the Hartsfield-Jackson Atlanta International Airport.

Airport City Security Policies means Airport Access, Security & Safety Measures as set forth in an exhibit attached to the Contract.

Airside means the area of the Airport consisting of the airfield, aircraft parking ramps and other areas requiring a special Airport Security Identification badge to gain legal access. The general public does not have access to this area.

ATLNEXT means ATLNEXT Capital Program – H-JAIA development plan that includes major efficiencies/capacity projects associated with the Master Plan and replacement/upgrade/maintenance projects associated with the existing facility.

Central Passenger Terminal Complex (CPTC) means the facilities at the Airport consisting of the North Terminal, South Terminal, Terminal Atrium, Concourses T, A, B, C, D, E, and F, and Airfield (active Runways and Taxiways).

Drainage System has the same meaning as that specified in Section 1 except that it refers to Drainage System throughout the Airport area.

Enplanements means any domestic, territorial, or international passenger boarding an aircraft, in scheduled or nonscheduled services that depart from the airport. For portions of the Premises located in the Atrium, the Enplanements for the Airport as a whole will be used. For portions of the Premises located in Concourse T, Concourse A, Concourse B, Concourse C, Concourse D, Concourse E, or Concourse F, the Enplanements for the particular concourse in which the Premises are located will be used.

Landside means all areas outside the Airside, but still located on the Airport.

Large Hub Airport means an airport that enplanes more than one percent of the nation's passengers annually.

Lighting means a system of fixtures providing or controlling the light sources used on or near the Airport or within the Airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the Airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the Airport surface.

Mandatory Pre-Construction Submittals means that prior to the start of any construction activities, the

Contractor must gain approval from the Engineer of the following items: Site Specific Safety Plan, Site Specific Security Plan, Utility Coordination and Scheduling Plan, Recycling Plan, Fire Protection Plan, Hazardous Communication Plan, Traffic Control Plan, Work Plan, Quality Control Plan, Final Baseline Schedule and NPDES Permit(s).

Pavement means the combined surface course, base course, and sub base course, if any, considered as a single unit.

Secured Area means the area located within the SIDA surrounding the terminal or concourses primarily used for parking / servicing aircraft.

SIDA means the Security Identification Display Area.

Sterile Area means the area located within the terminal and concourses that require passage through a TSA checkpoint to access.

Structures means Airport facilities such as bridges; culverts; catch basins; inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases, transformers, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features of the Airport that may be encountered in the work and not otherwise classified herein.

Subgrade means the soil which forms the pavement foundation.

Taxiway means for the purpose of this document, the portion of the air operations area of an Airport that has been designated by Airport for movement of aircraft to and from the Airport's runways or aircraft parking areas.

TSA means the Transportation Security Administration.

Section 3. Department of Watershed Management Definitions

Design Builder see “Contractor.”

DWM means the City of Atlanta Department of Watershed Management.

Engineer means Commissioner, Department of Watershed Management and any of his/her representatives acting in their professional capacity that he/she designates in writing. The terms Resident Engineer, Contract Administrator, or Contract Manager may be used interchangeably to denote the Person designated expressly by the City with authority to administer the Contract.

EXHIBIT E
GENERAL CONDITIONS

GENERAL CONDITIONS

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Article 1. Contract Documents: Intent, Standards and Applicable Laws and Regulations

1.01 Intent.

- A. The General Conditions, Special Conditions, Technical Specifications, Drawings, changes, and all other parts of the Contract Documents are complementary and describe and provide for completion of the Work. A requirement occurring in one shall be as binding as though occurring in all. 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 Contract Documents and in no way affect, and shall not be considered in, the interpretation of the provisions to which they refer.
- B. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Work not specifically covered in the Contract Documents shall be required if it is consistent therewith and reasonably inferable therefrom as being necessary to produce the intended results. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

1.02 Reference Standards.

Wherever references are made in this Contract to Standards or codes in accordance with which the Work under this Contract is to be performed, the edition or revision of the Standards or codes current on the Effective Date of this Contract shall apply unless otherwise expressly stated. In case of conflict between any referenced Standards and codes and any Contract Documents, the Standards and the codes shall prevail over Contract Documents.

1.03 Applicable Laws and Regulations.

- A. Compliance with Applicable Law. Contractor will perform its obligations under this Contract in compliance with all Applicable Laws.
- B. Governing Law. The Contract Documents shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principles.
- C. Jurisdiction and Venue. Contractor acknowledges and agrees that the exclusive jurisdiction and venue for any legal action or proceeding, at law or in equity, arising out of or relating to this Contract shall be the Superior Court for Fulton County, Georgia. Contractor waives all objections it may have as to venue in the Fulton County Superior Court. Contractor also consents to the Fulton County Superior Court's jurisdiction for any such action or proceeding, regardless of Contractor's residence or domicile.

1.04 Reporting and Resolving Discrepancies.

A. Reporting Discrepancies.

- 1. Contractor's Verification of Figures and Field Measurements. Before undertaking

each part of the Work, Contractor shall carefully study the Contract Documents and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Article 9.

2. Contractor's Review of Contract Documents. If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any Applicable Law, (b) actual field conditions, (c) any Specification, manual, reference Standard, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 9.04 *Emergency Cases*) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by a Change Document issued pursuant to Article 9.

B. Resolving Discrepancies.

1. All questions concerning interpretation or clarification of this Contract or applicable Standards and codes, including the discovery of conflicts, discrepancies, errors or omissions, or the acceptable performance thereof by Contractor, shall be immediately submitted, in writing, to the City.
2. The City shall have authority to decide all questions as to interpretation and fulfillment of the requirements and obligations of the Contract Documents, 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.
3. Any 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.
4. Subject to the provisions of Article 9, all determinations, instructions, and clarifications issued by City shall be final and conclusive unless determined to have been fraudulent or capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. At all times Contractor shall proceed with the Work in accordance with the determinations, instructions, and clarifications issued by City. Contractor shall be solely responsible for requesting instructions or interpretations and shall be solely liable for any costs and expenses arising from its failure to do so.

- C. No Claim for Discoverable Defects. No Claim shall be made by Contractor based on an allegation of defect, error, omission, ambiguity or inconsistency in the Contract Documents which was reasonably discoverable by a review of the Contract Documents and correlation

thereof with the actual conditions at the Site. No observation, inspection, test or approval of the Engineer or City shall relieve Contractor from its obligation to perform the Work in strict conformity with the Contract Documents.

- D. City Disclaimer. THE CITY, ITS AGENTS AND EMPLOYEES MAKE NO REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER TO CONTRACTOR CONCERNING THE CONTRACT DOCUMENTS. By the execution hereof, Contractor acknowledges and represents that it has received, reviewed, and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated, and sufficient to perform the Work, and that Contractor has not, does not, and will not rely upon any representations or warranties by the City concerning such documents as no such representations or warranties have been or are hereby made.

Article 2. Preliminary Matters

2.01 Delivery of Performance and Payment Bonds; Evidence of Insurance.

- A. Performance and Payment Bonds. When Contractor delivers the signed counterparts of the Contract to City, Contractor shall also deliver to City the Performance Bond and Payment Bond required to be provided by Contractor in accordance with Article 5 and Appendix B to the Contract.
- B. Evidence of Contractor's Insurance. When Contractor delivers the signed counterparts of the Contract to City, Contractor shall also deliver to City, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Appendix B to the Contract.

2.02 Preliminary Schedules.

- A. Progress Schedule. Within ten (10) Working Days of the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review and approval a preliminary Progress Schedule. The Progress Schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule Milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The Progress Schedule shall provide for an orderly progression of the Work to completion and shall not exceed time limits established in the Contract Documents. The Progress Schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project (or as otherwise required by the Contract Documents).
- B. Schedule of Values. Within the time set forth in the Contract Documents or, if none, then prior to the submittal of the first Application for Payment, Contractor shall submit to the Engineer for approval, in the form directed or approved by the Engineer, a complete schedule of values of the various portions of the Work, including quantities and unit prices, aggregating the Contract Price (except in cases and to the extent that accepted unit prices form the basis of payment). The schedule of values shall subdivide the Work into

component parts in sufficient detail to serve as the basis for progress payments during performance of the Work and to coordinate with the Progress Schedule required under this Contract 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 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 Contractor's monthly request for payment and shall not be used as the basis for computing additions to or deductions from the Contract Price.

- C. Schedule of Submittals. Within ten (10) Working Days of the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review and approval a preliminary Schedule of Submittals. The Schedule of Submittals shall (1) be coordinated with the Progress Schedule, and (2) allow the Engineer reasonable time to review submittals.
- D. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.

2.03 Preconstruction Conference.

- A. Before any Work at the Site is started, Contractor, Engineer, and others as appropriate shall attend a conference to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.02 *Preliminary Schedules*, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

2.04 Designation of Representatives.

- A. Designation of Engineer. City shall designate, in writing, its Engineer and provide such designation to Contractor. The Engineer shall carry out the City's duties specified in this Contract, or necessarily to be implied from this Contract.
- B. Engineer's Representative. Engineer may appoint a representative who shall carry out such duties and exercise such authority as may be delegated to him or her. Any communication given by Engineer's representative shall have the same effect as though it had been given by City; provided that any failure of Engineer to disapprove or reject any Work shall not prejudice the authority of Engineer to disapprove such Work or to give instructions for the recertification of defects.
- C. Contractor's Authorized Representative. Before starting Work, Contractor shall designate, in writing, an authorized representative acceptable to Engineer to represent and act for Contractor 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 this Contract ("Contractor's Authorized Representative"). Contractor shall not remove its representative without first designating, in writing, a new representative, who meets all of the foregoing requirements. Upon ten (10) Working Days written notice, City or Engineer may request

replacement of Contractor's Authorized Representative if, in the City's opinion, it is necessary to ensure the timeliness or quality of the Work.

1. Contractor's Authorized Representative shall be present or be represented at the Site at all times when Work is in progress; shall, together with other appropriate Contractor Personnel, be available for meetings as required by Engineer; and shall be empowered to receive communications in accordance with this Contract on behalf of Contractor. Before leaving the Site for any extended period, whether or not Work is in progress, Contractor's Authorized Representative shall notify the City, in writing, of the designation of a substitute, satisfactory to the City, with full authority to act for the Contractor's Authorized Representative in his or her absence or shall make alternative arrangements satisfactory to the City. When neither Contractor, Contractor's Authorized Representative, nor authorized substitute is present when Work is in progress, the superintendent, foreman, or other employee of Contractor in charge of that part of the Work shall be an authorized representative of Contractor for the purposes set forth above.
2. During periods when Work is suspended, arrangements shall be made for an authorized representative, acceptable to Engineer, to be available for any emergency Work that may be required. All communications given to Contractor's Authorized Representative by Engineer or by his or her designated representative, in accordance with this Contract shall be binding upon Contractor.

D. Notification of Changes in Authorized Representatives. Notification of changes of authorized representatives for either City or Contractor shall be provided in advance, in writing, to the other Party.

2.05 Electronic Transmittals.

A. General. The Parties recognize that Contract Documents, including Drawings, Specifications and three-dimensional modeling (such as building information models) and other Work Product may be transmitted among City, Contractor and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

B. Transmission of Electronic Data.

1. City and Contractor shall agree upon the software and the format for the transmission of Electronic Data. Each Party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.
2. Neither Party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Contract, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

3. By transmitting Work Product in electronic form, the transmitting Party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in the Contract. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting Party of tangible goods.

C. Electronic Data Protocol.

1. The Parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the Parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and design consultants to agree, to the following protocols, terms and conditions set forth in this Article.
2. The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the Parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.
3. The transmitting Party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving Party, and the transmitting Party did not participate in such change or alteration.

Article 3. Commencement and Progress of the Work

3.01 Commencement; Notice to Proceed.

Unless otherwise directed by the Engineer, Contractor shall, within ten (10) Calendar Days after receipt from City of a written Notice to Proceed, commence the Work to be done under this Contract. Contractor shall assume all financial and other risks for performing or preparing to perform the Work prior to receiving the Notice to Proceed.

3.02 Notice of Commencement.

- A. If applicable, the Contractor shall post on the Site and file with the Clerk of the Superior Court of the county in which the Site is located a "Notice of Commencement" required for this Project in accordance with O.C.G.A. § 36-91-92 et. seq., as applicable, setting forth:
 - 1. The name, address, and telephone number of the Contractor;
 - 2. The name and location of the public work being constructed or a general description of the improvement;
 - 3. The name and address of the governmental entity that is contracting for the public works construction;
 - 4. The name and address of the surety for the Performance and Payment Bonds, if any; and
 - 5. The name and address of the holder of the security deposit provided, if any.
- B. The Contractor shall respond to all requests for copies of a Notice of Commencement. Should the City or Engineer receive such a request, the request will be forwarded to the Contractor for further handling. The name and address of the City shall be the address for the City agency or department specified in the Contract. The name and description of the Project shall be as stated in the Invitation to Bid, Request for Proposal or Chief Procurement Officer's procurement designation memorandum.

3.03 Survey Control Points and Layouts.

- A. Survey Control Points. If applicable, survey control points will be established by City on the Drawings. Contractor shall comply with all instructions provided by the City regarding placement and accuracy of said control points. If without City's written approval Contractor or any of its Subcontractors or any of their representatives or employees move or destroy or render inaccurate any such survey control point, such survey control point shall be replaced at Contractor's expense.
- B. Work to Confirm. Contractor shall complete the layout of all Work and shall be responsible for execution of the Work in accordance with the locations, lines, and grades specified or shown on the Drawings, subject to such modifications as Engineer may require as Work progresses. Cross sections, when required to establish quantities, shall be taken at a maximum of fifty (50) foot intervals, unless a stricter requirement is established elsewhere in the Contract Documents.
- C. Certification of Survey Work. No separate payment will be made for survey work performed by Contractor, but all survey work shall be under the direction of a registered land surveyor, licensed in Georgia, who shall certify all survey results.

3.04 Progress Schedule.

- A. All time limits stated in the Contract Documents are of the essence of the Contract.

- B. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.02.A as it may be adjusted from time to time as provided below. The capacity of Contractor's Equipment, Plans, sequence and methods of operations, and forces employed, including management and supervisory personnel, shall be such as to ensure completion of Work within the specified time.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.02.A) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 9.
- C. It is expressly understood and agreed by Contractor that Contract Times for the completion of the Work described herein is a reasonable time, taking into consideration the unique requirements of the Work, including performance of the Work in close proximity to private property of citizens and residents of the City, the average climate and economic conditions in the area, and other factors prevailing in the locality of the Work (such as, without limitation, the availability of labor, Equipment and Materials).
- D. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with City. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as City and Contractor may otherwise agree in writing.

3.05 Delays in Contractor's Progress.

- A. Force Majeure. Force Majeure shall mean:
 - 1. Strikes, labor disputes, work stoppages, or picketing (legal or illegal);
 - 2. Adverse weather conditions not reasonably foreseeable or unusually severe weather;
 - 3. Acts of God, including, without limitation, floods, hurricanes, tornadoes, high winds, sinkholes, landslides, earthquakes, epidemics, quarantine and pestilence;
 - 4. Fires or other casualties;
 - 5. Freight embargoes;
 - 6. Governmental actions, restrictions or moratoria;
 - 7. Acts of a public enemy, civil commotion, riots, insurrections, acts of war, blockades, terrorism, effects of nuclear radiation or national or international calamities;
 - 8. Sabotage or vandalism;
 - 9. Condemnation or other exercise of the power of eminent domain;

10. The passage or enactment of, or the interpretation of, any governmental requirement, or the orders of any governmental authority having jurisdiction over Contractor or the Work;
 11. Delays in any approval process of any governmental authority to the extent such delays are not due to any fault, negligence, or lack of diligence of Contractor or its agents, employees, contractors, Subcontractors, or consultants;
 12. Actions of City (and its agents, employees or other representatives) not permitted by the Contract or by Applicable Law;
 13. Inconvenience, delays, inefficiencies or loss experienced by Contractor caused by the presence and operations of other City contractors working within the limits of the Project; and
 14. Restraint or other act by court or public authority to the extent such delays are not due to any fault, negligence, or lack of diligence of Contractor or its agents, employees, Subcontractors, or consultants.
- B. Force Majeure shall in any event exclude:
1. Lack of sufficient funds or any other financial difficulty of Contractor; and
 2. Adverse weather
 - a. Occurring during non-work periods or on any day which is not a Working Day, unless Contractor can demonstrate that said weather impeded the Work the following Working Day; or
 - b. Which does not result in a direct and actual delay in Contractor's performance of Work at the time of such inclement weather.
- C. Notice of Force Majeure. If Contractor is prevented or delayed by reason of Force Majeure, Contractor shall, within twenty-four (24) hours after the commencement of the Force Majeure event, provide to Engineer written notice of the Force Majeure and shall, within seven (7) Calendar Days after the Force Majeure event has ended, provide to Engineer a written description of the impact caused on the performance of the Work by the Force Majeure event. The description of the impact for weather related Force Majeure events shall include National Weather Service climatological reports for the months involved plus a report indicating the average precipitation, temperature, or other relevant information for the past ten (10) years from the nearest reporting station. The ten (10) year average will determine the number of adverse weather days that Contractor should normally expect to encounter.
- D. Request for Extension for Force Majeure. In the event Contractor requests an extension of the Contract Times, it shall submit a Claim in compliance with the provision of Article 11 and shall furnish such justification and supporting evidence as the City may deem necessary for a determination as to whether Contractor is entitled to an extension of time under the provisions of this Contract. Such statement of the claim, in addition to complying with all

other provisions of the Contract relating to Claims and delays, must provide all information required by the scheduling requirements of the Contract Documents and further provide the following specific information:

1. Nature of the delay;
2. Date (or anticipated date) of commencement of the delay;
3. Activities on the approved current Progress Schedule affected by the delay, and/or new activities created by the delay and their relationship with existing activities;
4. Identification of Person(s), organization(s), or event(s) responsible for the delay;
5. Anticipated extent of delay; and
6. Recommended action to avoid or minimize the delay.

E. Determination of Extension. City shall receive and process such Claims for extensions of time in accordance with the procedures set forth in Article 11. If the City determines that the Force Majeure justifies an extension of the time for Substantial Completion or Final Completion, then the time for Substantial Completion or Final Completion shall be extended by Change Order for such reasonable time as City may determine that the Project's completion, or the achievement of any Contract Milestones, is delayed by the Force Majeure, but only:

1. If and to the extent such event or circumstance is beyond the reasonable control of Contractor;
2. If and to the extent such event or circumstances is not attributable to any factor for which Contractor has assumed the risk of performance (such as labor availability);
3. If and to the extent Contractor shall have taken all reasonable precautions to prevent delays by reason of such event or circumstance if such event or circumstance was actually known in advance to Contractor or to work around such delay where such workaround was available to Contractor;
4. If and to the extent such delay is not concurrent with non-excusable delays that are on the critical path;
5. If and to the extent such event or circumstance is not caused by Contractor's or Contractor's agents', materialmen's, Subcontractor's, or employees' fault or negligence;
6. If and to the extent that such event caused a delay to activities on the critical path of the Contract schedule; and
7. If Contractor strictly complied with the requirements of this Article.

- F. Strict Compliance Required. The failure of Contractor to file any Claims for extension of time within the time limits prescribed and in the form and manner required shall be deemed a material prejudice to the interests of the City in canceling and mitigating such impacts, and shall constitute an absolute waiver of the Claim and the right to file or thereafter prosecute the same. The purpose of the time limits, notice, form and manner requirements are, in part, to eliminate Disputes over the existence, scope, and nature of events giving rise to Claims, and the failure to abide by same will result in material prejudices to the City, even if the City were otherwise on notice of facts giving rise to the Claim because, in part, of the impact to the City's ability to document, Dispute, or resolve issues as they arise, and also because of the impact to the City's efforts to entirely avoid Disputes over Claims not asserted in accordance with the Contract Documents.
- G. Delays for Written Interpretations. Elsewhere in the Contract Documents, the City may set forth a schedule for resolving written interpretations. If no schedule or agreement is made stating the date upon which written interpretations as set forth in the Contract Documents shall be furnished, then no Claim for delay shall be allowed on account of failure to furnish such interpretations until fifteen (15) Calendar Days after demand is made for them, and not then unless such Claim is reasonable.
- H. Sole Remedy for Force Majeure. For delays in the Work caused by reason of Force Majeure, an extension in Contract Times shall be Contractor's sole and exclusive remedy for any such delay. In no event shall Contractor be entitled to any increase in the Contract Price or any other additional compensation for costs resulting by reason of Force Majeure.

3.06 Delay Damages.

- A. City's Damages for Non-Excusable Delays. Under the terms of this Contract, liquidated or actual damages (as specified in the Contract and as appropriate) shall be assessed for all non-excusable delays. Unless and until Contractor satisfies its obligations and meets the criteria set forth in Paragraph 3.05 *Delays in Contractor's Progress*, delays shall be deemed non-excusable. The burden of proof shall be upon Contractor to establish that delays and untimely completion are attributable to excusable delays.
- B. Contractor's Damages.
 - 1. Contractor shall not be entitled to payment or compensation of any kind from the City for direct, indirect, impact, or delay damages, including but not limited to costs of delay, disruption, interference, impact or hindrance from any cause whatsoever, whether such delay, disruption, interference, impact or hindrance be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable, except as expressly provided in this Contract.
 - 2. In any and all events, the City's liability for damages for delay, disruption, interference, impact or hindrance shall be limited to the following actual costs:
 - a. Additional Allowable Costs for Contractor Direct Labor, Materials, Equipment and Bond Premiums as provided in Paragraph 10.02 *Allowable Costs for Changes in the Work*;

- b. Documented costs of extended jobsite overhead;
- c. Amounts paid to subcontractors, as determined by, and limited to those items identified as payable under Paragraph 3.06.B.2.a.;
- d. A markup for profit and overhead on actual direct costs, in accordance with the rates specified in Paragraph 10.03 *Allowable Markups*.

3.07 Duty to Accelerate.

A. Subject to the other provisions of the Contract Documents, Contractor shall furnish such manpower, Materials, facilities, and Equipment and shall work such hours, including night shifts, overtime operations, Sundays and holidays, as may be necessary to ensure the prosecution and completion of the Work in accordance with the approved Progress Schedule. If Work falls behind the approved Progress Schedule, and it becomes apparent that the Work will not be completed within the Contract Times, 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 its progress:

- 1. Increase manpower in such quantities and crafts as will eliminate, in the judgment of the City, the delay and backlog of Work;
- 2. 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 eliminate, in the judgment of the City, the delay and backlog of Work;
- 3. Reschedule activities as necessary to eliminate, in the judgment of the City, the delay and backlog of Work; and
- 4. Take any other measure required by the scheduling requirements of the Contract Documents.

In addition, the City may require Contractor to submit a proposed revised Progress Schedule recovery plan demonstrating its program and proposed plan to make up lag in scheduled progress and to ensure completion of the Work within the Contract Times. If the City finds the proposed plan unacceptable, City may require Contractor to submit a new and/or revised plan with direction and input from the City.

B. Recoverable Acceleration Expenses. In the limited and exclusive event that: (1) the City directs Contractor to accelerate, and (2) it is subsequently determined that Contractor was entitled to time extensions for excusable delays which the City failed or refused to grant, and (3) Contractor in fact succeeds in accelerating Substantial Completion of the Project by Substantially Completing the Project significantly and materially sooner than what would have been the case had the City granted all time extensions to which Contractor was entitled, then, and only then, Contractor may be entitled to recoverable acceleration expenses as defined below if Contractor properly and timely complies with the provisions related to time, notice and form and substance of claims of the Contract (including, without limitation, Paragraph 15.01 *Suspension of Work*, Paragraph 3.05 *Delays in Contractor's*

Progress, and Article 11 *Claims*). Recoverable acceleration expenses shall be limited to the following without any markup for overhead and profit:

1. The premium portion only of overtime costs for hours worked in a single week that exceed 40 hours per week; and
2. If the overtime continues for more than sixty-five percent (65%) of the skilled labor on the Site (including Subcontractor Personnel) for a continuous period of eight (8) weeks or more, then beginning in the ninth (9th) week, a multiplier of ten percent (10%) of the premium portion of the overtime costs may be added as recoverable acceleration expenses to cover the cost of any loss or damage or additional expense resulting from the acceleration.

No expenses other than the two items noted above shall be allowed as recoverable acceleration expenses. No Claims for acceleration for work that is not on the critical path shall be permitted.

- C. Acceleration by City's Forces. Failure of Contractor to substantially comply with the requirements of Paragraph 3.07 *Duty to Accelerate* may be considered grounds for a determination by the City that 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, Materials and Equipment as may be required to comply with the approved Progress Schedule, and Contractor shall be liable for such costs and expenses incurred by City.
- D. Set-Off of Acceleration Costs. Any monies due to the City under this Paragraph 3.07 may be set-off by the City against monies due from the City to Contractor.
- E. Acceleration Remedies Cumulative. The remedies of the City set forth in this Paragraph 3.07 are in addition to, and without prejudice to, all other rights and remedies of the City including those stated elsewhere in the Contract Documents. The remedies of Contractor, however, are sole and exclusive and contingent upon compliance with the Contract provisions as to time, notice, form, and substance of Claims, including, without limitation, Paragraph 15.01 *Suspension of Work*, Paragraph 3.05 *Delays in Contractor's Progress*, and Article 11 *Claims*.

Article 4. Site; Subsurface and Physical Conditions; Hazards Environmental Conditions

4.01 Use of Site and Other Areas.

- A. Limitations on Use of Site and Other Areas. Contractor shall confine construction Equipment, Temporary Facilities, the storage of Materials and Equipment, and the operations of its Personnel to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and such other adjacent areas with Materials or Equipment.
- B. Storage.

1. Contractor shall at no additional cost to the City store its Materials, supplies and Equipment at the Site in such orderly fashion and in such locations that will not unduly interfere with the progress of the Work, or the work of any other contractors or the activities of City personnel, and in such a manner so as to preserve their quality and fitness for incorporation in the Project.
 2. 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. Outside storage of Materials and Equipment subject to degradation by the elements shall be in weather tight enclosures provided by the Contractor.
 3. If off-Site storage is approved by the Engineer, Contractor shall store such Materials or Equipment in an accessible facility that allows prompt inspection by the City or the City's designee.
 4. If at any time the City determines that any Materials or Equipment are not being properly stored, it may direct Contractor to correct the storage or reject the Material or Equipment from incorporation in the Project.
 5. If any stored Material or Equipment are damaged due to improper storage, the City may (a) require Contractor to replace such damaged Material or Equipment at no additional cost to the City or (b) exercise its right to perform the Work pursuant 7.01.A.
- C. Removal of Debris During Performance of the Work. Contractor shall at no additional cost to the City keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris caused by its operations to the end that at all times the Site shall be kept in a neat, clean and safe condition. No items shall be left or discarded elsewhere on the Site, or any other City property. Removal and disposal of such waste materials, rubbish, and other debris will conform to Applicable Laws.
- D. Cleaning. Prior to Final Payment, Contractor shall, at no additional cost to the City, remove all surplus Material, Equipment, false Work, Temporary Facilities, including foundations thereof, temporary Utility markings, temporary plants of any description and debris of every nature resulting from its operations, and to put the Site in a neat, clean and safe condition and ready for utilization by City. Such final cleanup 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. In the event of Contractor's failure to comply with the requirements of this Paragraph, City may accomplish the same at Contractor's expense using City personnel or contracted labor.
- E. Responsibility for Damage. Contractor shall at no additional cost to the City coordinate all of Contractor's operations with, and secure approval from, the City before using any portion of City property. 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.

- F. Parking. Contractor shall at no additional cost to the City cause its Contractor Personnel to park their vehicles only at locations directed by the City. Contractor Personnel 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.
- G. Temporary Facilities. Unless otherwise specifically provided in the Contract Documents, Contractor shall at no additional cost to the City provide its 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 Contract Documents. Contractor's shanties, Material storage rooms, field offices and the like must 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 its field operations, it will do so in an expeditious manner and at no additional cost.
- H. Nuisance Mitigation. Contractor shall at no additional cost to the City 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 labor and Materials such as water, approved chemicals, and Equipment necessary to fulfill its obligations under this Paragraph.
- I. Drainage; Water Mitigation. Contractor shall at no additional cost to the City be responsible for the removal or drainage of all water interfering with the proper prosecution of its Work. It shall, at all times, assure such drainage 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 Contract Documents.
- J. Use of Permanent Equipment. Contractor shall not use any permanently installed Equipment unless such use is approved, in writing, by Engineer. If such permission is granted, prior to completion of the Work, Contractor shall restore all parts of the system or Equipment 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; normal wear and tear excepted.
- K. Loading of Structures. No part of any surface shall be loaded 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.
- L. Deliveries. It shall be Contractor's responsibility to receive and unload its 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 its Material delivery schedule and shall update it as required by the City so that Materials will be available to complete the Work on time. 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. Contractor shall sign for all Materials and Equipment delivered and shall be responsible for their safekeeping. Contractor shall maintain complete and accurate records for City's inspection of all Materials and Equipment received, stored and issued for use in the performance of this Contract.

4.02 Traffic Control.

- A. Pursuant to City Code Sections 2-1215 and 2-1216, Contractor shall conduct operations so as to minimize obstructing traffic flow, whether vehicular or pedestrian. Contractors must secure any permits to allow right of way closures where necessary and shall provide and maintain suitable and safe lighted detours or other temporary expedients necessary for the accommodation of travel. Where necessary to comply with this Paragraph or any other provision in the Contract Documents and City Code Sections 2-1215 and 2-1216, Contractor shall hire off-duty POST certified law enforcement officers employed by an agency having original jurisdiction over actions occurring at the location of the Contract performance.

4.03 Utilities.

- A. Contractor's Responsibilities. Any description by City of existing Utilities, facilities, and structures in the Contract Documents are based upon the best available information. The City and the Engineer will not be responsible for the completeness or accuracy thereof nor for any deductions, interpretations, or conclusions drawn therefrom. Unless it is otherwise expressly provided otherwise in the Contract Documents, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
 1. Reviewing and checking all information and data regarding existing Utilities at the Site;
 2. Complying with Applicable Laws regarding Utility damage prevention, including without limitation Public Service Commission Rule 515-9-5.01 et. Seq. and O.C.G.A. § 25-9-1 et. Seq.;
 3. Verifying the actual location of those Utilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing and marking such Utilities during the course of construction;
 4. Removing temporary Utility markings prior to Final Completion;
 5. Coordination of the Work with the owners (including City) of such Utilities, during construction; and
 6. The safety and protection of all existing Utilities at the Site and repairing any damage thereto resulting from the Work.

- B. Access to Utilities. Contractor shall at all times permit free and clear access to any affected Utilities by their owner or operator for the purpose of inspection, maintenance, or providing additional service requirements, and the construction of new Utilities.
- C. Damage to Utilities. Damage caused to Utilities either directly or indirectly by the Contractor shall be repaired and the facilities restored to their original condition to the satisfaction of the Engineer and the Utility owner, at no additional cost to the City.

4.04 Site Conditions and Natural Resources.

- A. Nature and Location of Work. Contractor shall have the sole responsibility for satisfying itself concerning the nature and location of the Work and the general and local conditions, including but not limited to the following:
 1. Transportation, access, disposal, handling and storage of Materials;
 2. Availability and quality of labor, water, electric power, and road conditions;
 3. Climatic conditions, tides, and seasons;
 4. Physical conditions at the Site and the Project area as a whole;
 5. Topography and ground surface conditions; and
 6. Equipment and facilities needed preliminary to and during the performance of the Work.
- B. Failure to Assess Conditions. The failure of Contractor to acquaint itself with any applicable conditions will not relieve Contractor of the responsibility for properly estimating either the difficulty, time, or cost of successfully performing Contractor's obligations under this Contract.

4.05 Differing Site Conditions.

- A. Information on Subsurface Conditions. Where City has made investigations of subsurface Site conditions, such investigations are made by City for the purpose of study and design. If the records of such investigation are included in the Contract Documents, the interpretation of such records shall be the sole responsibility of Contractor. Neither City nor its agents, representatives and consultants assume any responsibility whatsoever in respect to the sufficiency or accuracy of such investigations, the records thereof, or of the interpretations set forth and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations or records thereof are representative of those existing throughout such areas, or any part thereof, or that unforeseen developments may not occur, or that materials other than or in proportions different from those indicated may not be encountered.
- B. Notice for Differing Site 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 seven (7) Calendar Days after their discovery:

1. Subsurface or latent physical conditions at the Site differing materially from those indicated in the Contract Documents; or
2. Previously unknown physical conditions at the Site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

C. Determination by Engineer. Engineer shall investigate such condition and make a written determination. If Engineer determines that such conditions constitute a differing Site condition and cause an increase or decrease in Contract Price or Contract Times, Contractor may then, pursuant to Article 9, submit a written Proposed Change Document setting forth the impact of such differing Site condition and describing any additional or modified work resulting therefrom. An equitable adjustment shall be made and the Contract modified, in writing, in accordance with Article 9. Failure of Contractor to give the required notice shall be grounds for rejection of the Proposed Change Document to the extent City is prejudiced by such delay.

1. In computing any equitable adjustment sought by Contractor, the actual costs incurred by Contractor, computed in accordance with the provisions of Article 10 shall be the standard for determining Contractor's entitlement. Provided, however, that if the City shows that conditions encountered by Contractor on the Project were more favorable and less costly than what Contractor reasonably should have expected to encounter, the net effect on Contractor from both the favorable and unfavorable conditions shall be considered in determining the amount of any equitable adjustment.
2. If the Engineer determines that the conditions do not justify an adjustment in compensation, Engineer will so advise Contractor in writing. Should Contractor disagree with such determination, it may submit a notice of claim to the Engineer as provided herein and follow the Claims procedures of Article 11.

4.06 Site Condition Warranty.

A. Contractor warrants that it has evaluated, by its own investigation and research, and is satisfied as to the condition and limitations under which the Work is to be performed, including, without limitation, the location of the Work; accessibility and character of the Site; quality and quantity of surface and subsurface water; Materials or obstacles to be encountered; the character and extent of existing work within or adjacent thereto; other work being performed thereto; transportation, disposal, handling and storage of Materials; availability of labor and labor scales; location and availability of Utilities and access roads; availability and cost of Materials, Equipment and facilities needed for the prosecution of the Work; generally prevailing climatic conditions; uncertainties of weather or physical conditions at the Site; and any other matters which can in any way affect the Work or the cost thereof. The City assumes no responsibility or liability for the physical condition of the

Site or any improvements located on the Site. The Contractor shall be solely responsible for providing a safe place for the performance of the Work.

4.07 Impacts from Adjacent Property.

- A. Contractor acknowledges and agrees that it will be interacting with numerous citizens and residents of the City and will be working in close proximity to their homes, businesses, and private property. Contractor warrants that it has made due allowance for dealing with the concerns and complaints of these citizens and residents and any delays, interruptions, interferences, disruptions, or other impacts resulting therefrom. Contractor further warrants and agrees that it will fully cooperate with the City to minimize the adverse effects of the Project on the City's residents by resequencing Work or adjusting its means, methods, techniques, and procedures to minimize and mitigate the effect upon the City's residents and that the cost of these mitigation efforts has been included in Contractor's price to the City.

4.08 Hazardous Environmental Conditions at Site.

- A. Contractor shall not be responsible for removing, storing, treating or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal, storage, treatment or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Unless such removal, storage, treatment or remediation is within Contractor's scope of Work, such removal, storage, treatment or remediation shall be done by the City. However, Contractor shall handle all Constituents of Concern at the Site with utmost care, in accordance with Work or Site Plans and the requirements of this Contract.
- B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 9.04 *Emergency Cases*); and (3) notify City and Engineer (and promptly thereafter confirm such notice in writing). City may determine the necessity for retention of a qualified expert to evaluate such condition or take corrective action, if any. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then City may remove and remediate the Hazardous Environmental Condition and impose a set-off against payments to account for the associated costs.

- D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after required permits have been obtained, and City has delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- E. If City and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such suspension in Work, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then City and Contractor agree to resolve their Dispute pursuant to the Dispute resolution procedures set forth in Article 11.
- F. If, after receipt of the written notice specified in Paragraph 4.08.D, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then City may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the change procedures in Article 9. City may have such deleted portion of the Work performed by City's own forces or others in accordance with Article 7.
- G. To the fullest extent permitted by Applicable Law, Contractor shall defend, indemnify and hold harmless the City, its officers, agents, employees, and other authorized representatives from and against any and all suits, actions, legal, or administrative proceedings, claims, damages, demands, liabilities, interest, attorney's fees, costs, and expenses of whatsoever kind or nature, arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- H. The provisions of Paragraphs 4.04 *Site Conditions and Natural Resources*, 4.05 *Differing Site Conditions* and 4.06 *Site Condition Warranty* do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

4.09 Historical, Scientific and Archaeological Discoveries.

- A. No Known Significance. To the best of the knowledge of City, the Site is not within any property, district, or location, and does not contain any building, structure or object listed in the current National Register of Historic Places published by the United States Department of Interior.
- B. Stop Work. Should the Contractor encounter, during its operations, any building, part of a building, structure, or object, which is incongruous with its surroundings, which might be considered to be of archaeological or historical interest, Contractor shall immediately cease operations in that location and notify the Engineer, in writing. The Engineer will investigate and will direct the Contractor either to resume its operations or to suspend operations in accordance with Paragraph 15.01 *Suspension of Work*. Requests for adjustments in the

Contract Price or Contract Times due to a suspension in Work pursuant to this Paragraph may be made as provided in Article 11.

- C. Property Rights. All articles of historical or scientific value, including, but not limited to, coins, fossils and articles of antiquity, which may be uncovered by Contractor during the progress of the Work, shall become the property of the 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.

4.10 Environmental Requirements.

- A. Environmental Plan and Controls. Throughout performance of the Work, Contractor shall conduct all operations in such a way as to minimize impact upon the natural environment and prevent any spread of hazardous waste as defined in 40 CFR 261. Contractor shall:

1. Provide dust control of its operations within the Site and all other areas under its control and shall coordinate and cooperate with others for dust control in common areas;
2. Provide working Equipment with efficient noise suppression devices and all other noise and vibration abatement measures necessary for the protection of workers and the public;
3. Provide suitable waste, sewage, sanitary, and garbage disposal methods and procedures approved by Engineer and consistent with state and federal regulations;
4. Provide suitable Equipment, facilities, and precautions to prevent the discharge of contaminants into the atmosphere, adjoining workspaces, any body of water, or land areas;
5. Provide all documentation required by all levels of governing authority or this Contract concerning environmental requirements;
6. Be responsible for developing and maintaining a written environmental compliance plan in accordance with Contractor's established practices, including, but not limited to, compliance with all Applicable Laws and all applicable requirements in the Project environmental control plan. Contractor shall have sole responsibility for developing, implementing, and enforcing its environmental compliance plan, and Contractor's indemnification obligations under Paragraph 6.18 *Indemnification* apply to any liability arising in connection with or incidental to Contractor's performance or failure to perform as provided in this paragraph; and
7. Submit a National Pollutant Discharge Elimination System ("NPDES") permit for staging / batch plant as required by the United States Environmental Protection Agency.

- B. Storm Water Discharge. All discharged storm water, associated with the Work, to the waters of the State of Georgia shall be in accordance with the limitations, monitoring

requirements and other conditions set forth in the provisions of the Georgia Water Quality Control Act (Georgia Laws 1964, p. 416 as amended), The Clean Water Act (33 U.S.C. 1251 *et seq.*, as amended) and the Rules and Regulations promulgated under these Acts, and the Metropolitan North Georgia Water Planning District's Model Post-Development Stormwater Management Ordinance for New Development and Redevelopment (Code § 74-501 *et. Seq.*, as amended).

- C. Waste Resulting from Drilling, Boring, Coring and Sampling. If the Work under this Contract includes any intrusive Site or structural drilling, boring, coring, or sampling, debris may be produced as a result of these efforts. This debris could include solids or liquids drawn from Site wells for sampling purposes. All such debris shall be treated by the Contractor as if it were hazardous waste regulated under the Federal Resource and Conservation Recovery Act of 1976, 42 U.S.C. 6901-6992 (RCRA) as amended, or any more stringent Applicable Laws, unless and until the Contractor has been able to confirm, to the satisfaction of Engineer and/or the appropriate regulatory agencies that the wastes are not regulated as hazardous.
- D. Decontamination of Equipment and Materials. All Contractor Equipment, debris and used or surplus Materials must be fully decontaminated prior to removal from designated Site areas. Contractor shall submit decontamination control procedures for Engineer's review and acceptance. Contractor shall obtain Engineer's authorization to remove any such Equipment, debris or surplus Materials from the Site.

Article 5. Bonds and Insurance

5.01 Payment and Performance Bonds.

- A. Bonding Requirements. Contractor, at its sole expense, shall obtain prior to the start of Work, and maintain in effect at all times during the performance of the Work, Performance and Payment Bonds each in an amount with limits not less than those set forth in Appendix B to the Contract. All Bonds shall be issued in a form and by a surety acceptable to the City and contain the surety's waiver of notice of all Contract changes, including, but not limited to, increase or decrease in scope, value, and schedule acceleration or deceleration. Upon satisfactory completion of all Contract obligations, City shall return such securities to Contractor.
- B. The Bonds shall be submitted to and will be dated by the City upon execution of the Contract. The surety shall appoint an agent for service in Atlanta, Georgia upon whom all notices shall be served. The Bonds shall be on forms provided by City, and subject to increase for any alterations, extension of the time allows for performance, extra or additional work and any other changes authorized under this Contract.
- C. Corporate Surety Requirements. Bonds shall be executed by a corporate surety (insurance company), which is satisfactory to City and meets the following minimum financial security requirements:
 - 1. Has a current Best's rating of not less than A-;

2. Have a Best's financial size category of not less than Class IX;
 3. Be authorized by the Georgia Insurance and Safety Fire Commissioner pursuant to a valid and current certificate of authority to conduct and transact surety business in the State of Georgia; and
 4. Be a U.S. Treasury Circular 570 listed company.
- D. Amendment to Bonds. In the event the Contract Price is increased, Contractor shall deliver to City an amendment or rider to the Payment and Performance Bonds increasing the final amounts of the Bonds to the new Contract Price, or new Bonds shall be furnished in the final amount of the new Contract Price. These Bonds shall remain in effect through the period of performance, including the period of warranty, and as required under Georgia law for Bonds on public construction contracts.
- E. Related Obligations.
1. No Limitations. The requirements contained herein as to form and limits, as well as City's approval of Bond coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this Contract.
 2. Use of Facilities. Contractor agrees that it will not use the City facilities, the Project Site, Equipment, or Materials for any purpose which might void any Bond covering the Work or render any loss under any Bond uncollectible.

5.02 Insurance.

Contractor shall comply with the insurance requirements set forth in Appendix B to the Contract.

Article 6. Contractor's Responsibilities

6.01 General.

- A. Capability. Contractor represents that it is fully experienced, properly qualified, registered, licensed, equipped, organized, and financed to perform the Work under this Contract.
- B. Prosecution of the Work. Subject to the provisions of this Contract, Contractor hereby undertakes to cause and obtain:
 1. Permitting, construction, and commissioning of the Work in accordance with the Contract Documents;
 2. Substantial Completion of the Work to occur on or before the scheduled completion date, as the same may be extended pursuant to the provisions of this Contract; and
 3. Necessary Materials and Equipment for the Project in accordance with the Contract Documents.

C. Maintenance and Protection of the Work. Contractor shall be responsible for:

1. Maintenance and protection of the Work until Final Completion and Final Acceptance, including, but not limited to, the storage of Materials and Equipment, erection of Temporary Facilities and provisions for drainage as necessary to protect Work from injury, damage or loss;
2. Any injury, damage, or loss to the Work resulting from the action of the elements or any other cause, irrespective of fault or negligence, excepting only such injury, damage, or loss as is caused solely by the negligence or willful misconduct of the City;
3. Protection of the Work, Materials and Equipment and the Work, Materials and Equipment of its Subcontractors or Suppliers from damage or injury from the weather; and
4. Exercising due care to avoid injury or damage to the work of other contractors on the Site.

Any portion of the Work suffering injury, damage, or loss for which Contractor is responsible under Paragraph 6.01 *General* above, will be considered defective and shall be corrected or replaced without additional cost to City.

D. Quality of the Work. Contractor shall be responsible for the professional quality, technical accuracy, and all other aspects of the Work furnished by the Contractor under this Contract. Contractor shall, without additional compensation, correct or revise any errors in the Work and perform any necessary rework or modifications to the Work, including any damage to real or personal property, caused by Work performed by the Contractor, its Subcontractors, or its Suppliers, under this Contract.

E. Contractor's Costs. Provided that City is in compliance with its payment obligations hereunder, all costs, expenses and expenditures in connection with the permitting, construction, and commissioning of the Work, including, without limitation, the amounts owing to the Subcontractors and Suppliers for supervision, transportation, labor, Materials or permits or other matters in connection with the Work, shall be paid by Contractor.

6.02 Supervision and Superintendence.

- A. Contractor shall manage, direct, and cause the permitting, construction, commissioning and equipping of the Work, and shall coordinate the activities of all Subcontractors and Suppliers involved therein. Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the

Engineer, and shall propose alternative means, methods, techniques, sequences, or procedures and shall not proceed with that portion of the Work without further written notice from the Engineer.

- B. Contractor shall meet with Persons performing Work on a regular and frequent basis and as specifically provided herein in order to assure the performance of the Work in accordance with the terms of the Contract Documents. To the extent Contractor has, obtains, or retains rights under any subcontract pertaining to the Work, Contractor will exercise such rights in accordance with all approval and consent provisions provided to City in this Contract. Contractor shall ensure that all warranties provided by the Subcontractors are consistent with the terms of this Contract.
- C. The duties of Contractor's Authorized Representative are set forth in Paragraph 2.04.C.

6.03 Labor; Working Hours.

- A. General. Contractor shall provide all labor and all Services required to implement the scope defined by the Contract Documents, as approved by City.
- B. Qualifications and Procedures. Contractor shall employ only competent and skilled Contractor Personnel to perform the Work and shall remove from the Site any Contractor Personnel determined to be unfit or to be acting in violation of any provision of this Contract. Contractor is responsible for maintaining labor relations in such manner that there is harmony among workers and shall comply with and enforce Project and Site procedures, regulations, work rules and work hours established by Engineer.
- C. Professional Standards. The Work will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing work similar to the Work.
- D. Discretion to Deny Access. Engineer may, at his or her sole discretion, deny access to the Site to any Person by written notice to Contractor. In the event a Contractor Personnel is excluded from the Site, Contractor shall promptly replace such Contractor Personnel with another who is fully competent and skilled to perform the Work.
- E. Demands for Collective Bargaining. Contractor shall give Engineer prompt written notice of every demand for collective bargaining made upon Contractor or any of its Subcontractors by any labor organization and of any labor dispute, which may reasonably be expected to affect performance of the Work under this Contract.
- F. Jurisdictional Disputes. Unless other methods are established by Engineer, the rules, regulations, and procedures set forth in the *Plan for the Settlement of Jurisdictional Disputes in the Construction Industry Including Procedural Rules and Regulations* approved by the American Federation of Labor-Congress of International Industrial Organizations ("AFL-CIO"), or any successor agreement thereto, shall be used to determine work assignments and to resolve jurisdictional disputes on Work covered by this Contract.

- G. Wage Requirements. In accordance with Code § 2-1273, unless otherwise required or if federally assisted, when a construction project exceeds the sum of Ten Thousand Dollars and Zero Cents (\$10,000.00), the prevailing wages paid shall correspond as nearly as practicable to the prevailing wages required in the federal Davis Bacon Act, and if applicable attached to the Contract as an exhibit. 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.

6.04 Services, Materials and Equipment.

- A. General. Unless otherwise specified in the Contract Documents, Contractor shall furnish and assume full responsibility for all Materials, Equipment, transportation, and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, Temporary Facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents. Contractor shall place its sanitary facilities, Temporary Facilities, and all other facilities only at locations approved by the City. Contractor shall comply in all cases with local and national electrical codes, OSHA regulations, and any other Applicable Law. The City shall direct the point or points to be used for utility service connections.
- B. Quality Requirements. 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 writing.
- C. Approval of Sources. If so ordered by the Engineer, sources of Materials shall be approved before delivery. Approval of a source of Materials may be withdrawn by the Engineer if the Materials are found to be defective, and Contractor shall thereupon cease all deliveries from that source.
- D. Requirements Prior to Final Payment. 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 and receipt of same is a condition precedent to any obligation to make Final Payment.
- E. Conformity with Supplier Instructions. All Materials and Equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

6.05 Concerning Subcontractors and Suppliers.

- A. Notwithstanding any provision contained herein, Contractor shall provide competent, efficient supervision of the Work. All Work shall be performed in a skillful, workmanlike and

orderly manner, and Contractor and its supervisory personnel shall enforce this requirement at all times.

- B. Assignments. Contractor shall retain personal control and shall give personal attention to the fulfillment of this Contract. Contractor shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without the written consent of City. In the case Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain, or shall be deemed to contain, a general condition 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 Contractor shall be subject to claims of all Persons for Services rendered or Materials supplied for the performance of the Work under this Contract and to setoffs and recoupments by the City as set forth Article 13. Any assignment of this Contract in whole or in part or any assignment of monies due or to become due hereunder must bind the assignee to all terms and conditions of this Contract and protect and preserve all rights and remedies of the City as against Contractor and extend to the City the same rights and remedies against assignee. In the event that any Person should claim entitlement to all or any part of any monies due or to become due under this Contract under the doctrine of subrogation, assignee further agrees that its rights shall be subject to claims of all Persons for Services rendered or Materials supplied for the performance of the Work under this Contract and to setoffs and recoupments by the City as set forth in Article 13.
- C. Subcontractors and Suppliers. Contractor may utilize the services of Subcontractors on those parts of Work that, under normal contracting practices, are performed by Subcontractors, except as otherwise required by the Contract Documents. Contractor shall submit to the Engineer a list that includes each Subcontractor's name, full address, 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 Subcontractor and the provisions of the Contract Documents.
- D. Subcontractor Submittals. Contractor shall furnish Subcontractor submittals for the Engineer's review and approval no less than sixty (60) Calendar Days prior to commencement of the Work specified.
- E. Specific Subcontractors or Suppliers. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- F. Responsibility for Subcontractors; Subcontract Requirements. 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 it is for the acts and omissions of Persons directly employed by Contractor. Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to Work to bind Subcontractors and Suppliers to Contractor by the terms of the General Conditions and other Contract Documents, insofar as applicable to the work of Subcontractors and Suppliers, and to give Contractor the same power to terminate any subcontract that the City may exercise over Contractor under any provisions of the Contract Documents.

- G. Limitation on Subcontracting. The Contractor shall not award more than seventy-five percent (75%) of the Work to Subcontractors, provided that, to the extent a more stringent standard is required in the Special Conditions, the more stringent standard shall control.

6.06 Permits.

- A. Obtaining Permits. Except as expressly stated in the Contract Documents, Contractor shall procure and pay for all permits, licenses, certifications, and other applicable governing authority requirements and inspections, other than inspections performed by the City, and shall furnish any documentations, bonds, securities or deposits required to permit performance of the Work.
- B. Compliance. Contractor shall comply with and give notices required by Applicable Law.
- C. Termination, Revocation and Suspension. If any permit, license or certificate expires or is revoked, terminated or suspended as a result of any action on the part of Contractor or any Person or entity for which Contractor is responsible, Contractor shall neither be entitled to any additional compensation, nor to an extension of Contract Times.

6.07 Taxes.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with the Work under this Contract and shall make any and all payroll deductions and withholdings required by Applicable Law, and hereby indemnifies and holds harmless the City, its agencies and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns from any liability on account of any and all such taxes, levies, duties, assessments, and deductions.

6.08 Commercial Activities.

Neither Contractor nor Contractor Personnel shall establish any commercial activity or issue concessions or permits of any kind to Third Parties for establishing commercial activities on the Site or any other lands owned or controlled by City.

6.09 Publicity and Advertising.

Contractor shall not make any announcement, release any photographs, or release any information concerning this Contract, or the Project, or any part thereof to any member of the public, press, business entity, or any official body unless prior written consent is obtained from Engineer. Contractor may not erect any signs without the written approval of the Engineer, other than those required by this Contract. Notwithstanding the foregoing, in connection with efforts to obtain business, Contractor may disclose that (i) it has a Contract with the City, (ii) the anticipated period of performance, (iii) the Contract Price and (iv) the general scope of the Contract without prior approval.

6.10 Out of State Contractors.

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

6.11 Safety and Protection.

A. Illumination. When any Work is performed at night, or where daylight is obscured, Contractor shall, at its expense, provide artificial light sufficient to permit Work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods, the access to the place of Work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in a safe manner and meet all applicable codes and Standards.

B. Explosives.

1. Transport and Use of Explosives. Explosives may only be transported to the Site when required to perform the Work under this Contract and with prior notice to, and written approval of, Engineer. Contractor shall be responsible for properly purchasing, transporting, storing, safeguarding, handling and using explosives required to perform the Work under this Contract. Contractor shall employ competent and qualified personnel for the use of explosives and, notwithstanding any other provision in this Contract to the contrary, shall assume full responsibilities for the cost of any incidental or consequential damages caused by the improper use of explosives. Residual surplus explosives shall be promptly removed from the Site and properly disposed of by Contractor.
2. Notice of Detonation. Contractor shall notify Engineer, in writing, no less than forty-eight (48) hours in advance of each intended detonation of explosives. Contractor shall submit a comprehensive blasting plan for each intended use of explosives to Engineer for approval. The plan shall describe drilling plans and patterns, types and amounts of explosives, and methods. Safety and storage considerations shall also be included.

C. Drugs, Alcohol and Weapons.

1. Policy. Contractor Personnel shall not bring onto the Site, or any other location where the provisions of this Contract apply:
 - a. Any firearm of any nature, knife with a blade exceeding four (4) inches (100 millimeters) in length, or any other object which, in the sole judgment of Engineer, is determined to be a potential weapon;
 - b. Alcoholic beverages of any nature; or
 - c. Illegal or City prohibited non-prescription drugs of any nature without exception.
2. Violations. Contractor shall abide by and enforce the requirements of Paragraph

6.11.C, including by immediately removal from the Work under this Contract, of any employee or Subcontractor who has violated the requirements of Paragraph 6.11.C or who Engineer, in his sole judgment, determines has violated the requirements of Paragraph 6.11.C.

6.12 Hazard Communication Program.

- A. Hazardous Nature of the Work. The nature of the Work to be performed under this Contract may involve inherent risks. Contractor agrees that it will inform its officers, employees, agents, Suppliers, Subcontractors, and any other Person whom Contractors knows or reasonable should know may come into contact with any Constituent of Concern as a result of Contractor's activities hereunder of the nature of such Constituent of Concern and any health or environmental risks associated with such Constituent of Concern.
- B. Training Prior to Assignment. To the extent applicable, Contractor warrants that Contractor Personnel and personnel of Contractor's Suppliers and Subcontractors, assigned to or regularly entering the Site, have or will receive training as specified in OSHA 29 CFR 1910.120(e) in relation to this Contract prior to their assignment to field duty. Supervisory personnel shall also receive, at a minimum, eight (8) hours additional specialized training in the management of hazardous waste operations. Such training shall be at Contractor's expense. Contractor Personnel assigned to the Site may also be required to attend specialized training classes specific to the Site as presented by City or its designated representatives.

6.13 Submittals.

- A. General. 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 Paragraph 6.13 called "data"), and Material Samples (hereinafter in this Paragraph 6.13 called "Samples") as are required by the Contract Documents, in accordance with the approved Schedule of Submittals, or in the absence of such schedule within such reasonable promptness and in such sequence so as not to delay the Work and to allow for the proper control of Work and coordination with any separate contractors.
 - 1. Data Requirements. 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.
 - 2. Contractor Review of Data. It is the duty of Contractor to check all Drawings, data and Samples prepared by or for it 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 shall be reviewed and checked similarly by Contractor. Pursuant to this required review, Contractor shall indicate its approval, before they are submitted for review by the City, by affixing its stamp of approval, properly initialed and dated. All submittals

shall be referenced to the applicable item, section, or division of the Specifications.

3. Scope of Engineer's Review. 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. Engineer's review of Drawings and schedules will be general, but approval shall not be construed: (a) as permitting any departure from the Contract 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.
4. Review Required Before Commencement of Work. Contractor shall not begin any of the Work covered by a Drawing, data, or a Sample returned for correction until a revision or correction thereof has been reviewed and returned to it.
5. Inclusion in Progress Schedule. The Progress Schedule shall include respective dates for the submission of Shop and Working Drawings, the beginning of manufacture, testing, and installation of Materials, supplies, and Equipment.
6. Initial Submittals. Contractor shall submit all Drawings and schedules for review and approval no less than thirty (30) Calendar Days prior to commencement of the Work.
7. Submittals Requiring Minor Corrections. 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." 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, unless otherwise directed, in writing, by the Engineer.
8. Submittals Requiring Resubmission. Submittals marked "Amend and Resubmit" must be revised to reflect required changes, and the initial review procedure repeated.
9. Submittals Rejected. The "Rejected - See Remarks" notation shall be used to indicate Materials or Equipment that are not acceptable. Upon return of a submittal so marked, Contractor shall repeat the initial review procedure utilizing acceptable Materials or Equipment.
10. "No-Exceptions Taken" Required Before Work. Drawings or other submittals not bearing the Engineer's "No Exceptions Taken" notation shall not be issued to Subcontractors or utilized to perform the Work. No Work shall be done or Equipment installed without a Drawing or submittal bearing the "No Exceptions Taken" notation. Contractor shall maintain at the Site a complete set of Drawings and other submittals bearing the Engineer's stamp.

11. Substitutions. Contractor shall obtain written approval from Engineer for any substituted Material or Equipment. In the event Contractor obtains the Engineer's written approval for the use of Equipment other than that which is called for in the Contract Documents, Contractor shall, at its own expense and using methods approved by the Engineer, make any changes to structures, piping and electrical Work that may be necessary to accommodate this Equipment. In the event Contractor obtains the Engineer's written approval for any specified item of Material or Equipment with an "or equal" item, Contractor warrants the accuracy and adequacy of the design and performance of the substituted item and further warrants that it has exercised due diligence to ensure that the substituted item will function properly as a component into the integrated Project of which it is a part.
- B. Shop Drawings. Shop Drawings shall be submitted using standard transmittal forms in accordance with detailed instructions furnished by the Engineer. A separate transmittal sheet shall be used for reference to each item, section, or division of the Specifications.
1. Format. Unless otherwise directed by the Engineer, Contractor shall submit six (6) sets of Shop Drawings for review, and for electrical and instrumentation and control submittals Contractor shall submit seven (7) copies of each for review.
 2. Requirements. Each Shop Drawing shall include the following:
 - a. Number and title of the submittal;
 - b. Date of Drawing or revision;
 - c. Name of Project;
 - d. Name of Contractor and/or Subcontractor submitting Drawing and with its seal of approval;
 - e. Specification title and number; and
 - f. Clear identification of contents and location of the Work.
 3. Coordination for Drawings Involving Other Cities. Drawings for Work on Utility facilities, streets and other facilities, which are constructed for cities other than the City, shall be coordinated so that information required by these cities is included on the Shop Drawings for their facilities.
 4. Requirement to Note Variations. If Drawings show variations from the Contract requirements, Contractor shall describe such variations in its letter of transmittal. If approved by the Engineer, proper adjustment in the Contract shall be implemented where appropriate. If Contractor fails to describe such variations, it shall not be relieved of the responsibility for executing the Work in accordance with Contract, even though such Drawings have been reviewed.
 5. Rejected Submittals. 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, 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 Contract Documents or Specifications, Contractor shall give written notice thereof to the City in accordance with Article 9. At least two (2) copies of Drawings or data submittals will be returned to Contractor.

6. Conformity with Approved Submittals. When the Drawings or data submittals have been completed to the satisfaction of the City, Contractor shall carry out the Work in accordance therewith and shall make no further changes therein except upon written instructions from the City.
 7. Final, As-Built Shop Drawings. Unless otherwise directed by the Engineer, 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 Work as completed and marked "FINAL/AS-BUILT". 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 may be a complete paper print.
 8. Liability for Proceeding without Approval. 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.
- C. Working Drawings. When used in the Contract 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 to adequately control the Work or required by the Contract Documents but does not become an integral part of the Project.
1. Copies of Working Drawings shall be submitted to the City where required by the Contract Documents or requested by the City and shall be submitted at least thirty (30) Calendar Days in advance of their being required for Work.
 2. Working Drawings shall be signed and sealed 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 its responsibility with regard to the fulfillment of the Contract requirements. All risks of error are assumed by Contractor. The City and the Engineer shall have no responsibility therefor.

- D. Samples. Contractor shall furnish at no additional cost, for the approval of the City, Samples required by the Contract 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.
1. Each Sample shall have a label indicating:
 - a. Name of Project;
 - b. Name of Contractor and Subcontractor;
 - c. Material or Equipment represented;
 - d. Place of origin;
 - e. Name of producer and brand (if any); and
 - f. Location in Project.
 2. Contractor shall prepare a transmittal letter for each shipment of Samples containing the information required in Paragraph 6.13.D.1. Contractor 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 Contract requirement. Substitutions will not be permitted unless they are considered to be in the City's best interest.
 3. Approved Samples not destroyed in testing shall be sent to the City or stored at the Site of the Work. Approved Samples of 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 requested at time of submission.
 4. Contractor shall 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.
 5. Custom colors and coatings may be required to complete the Project within acceptable architectural Standards. If applicable, Contractor shall comply with the Designer's selection and provide Materials that precisely match the approved Samples.
- E. Operation and Maintenance Manuals. 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 ("O&M Manuals"). The O&M Manuals shall include repair parts data that provides positive

identification for an item of the complete Equipment with reference to the manufacturer or dealer facilities to identify ordering part numbers in support of procured Equipment.

1. Preparation Instructions. An O&M Manual set is required for each specific make, model, year and serial numbered piece of Equipment furnished under this Contract. Data containing extraneous information to be sorted through to find applicable instructions will not be accepted. It is the intent of these requirements to use standard commercial manuals modified to meet the minimum Specifications set forth herein. The O&M 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 O&M 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.
2. Contents of O&M Manuals. The contents of a complete set of O&M Manuals shall include the following:
 - a. Table of contents (including title and edition);
 - b. Environmental conditions;
 - c. Operating instructions;
 - d. Safety precautions;
 - e. Operator pre-start;
 - f. Startup, shutdown, and post-shutdown procedures;
 - g. Normal operations;
 - h. Emergency operations;
 - i. Operator service requirements;
 - j. Installation details;
 - k. Preventive maintenance instructions, plans, and schedule;
 - l. Lubrication data;
 - m. Corrective maintenance instructions;
 - n. Troubleshooting guides and diagnostic techniques;
 - o. Wiring diagrams and control diagrams including sequence of operations;

- p. Maintenance and repair procedures;
- q. Removal and replacement instructions;
- r. Spare parts and supply lists including cost;
- s. Parts identification;
- t. Personnel training requirements;
- u. Testing equipment; and
- v. Approved Shop Drawing(s).

3. Binding and Delivery. The O&M Manuals shall be bound or otherwise securely enclosed in 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. Also included, shall be Contractor's name, address, telephone number and contact. Unless otherwise directed by Engineer, five (5) hard and two (2) electronic copies of the O&M Manuals shall be delivered with the Shop Drawings and must be approved with the Shop Drawings.

6.14 Record Documents.

- A. Contractor shall keep at least one (1) copy of all Contract Documents (hard copy or electronic), reference documents, and all technical submittals at the Site in good order and annotated to show all changes made during the construction process.
- B. Record drawings shall be updated and kept current on a monthly basis by Contractor. The record drawings will be reviewed monthly by the Engineer prior to approval of Contractor's monthly Application for Payment. Final "As-Built" Plans of the Work, satisfactory to the Engineer, shall be provided at Contractor's expense within thirty (30) Calendar Days following Substantial Completion of the Work or any portion thereof. The provision of such As-Built documents satisfactory to the Engineer shall be an express condition precedent to Final Payment. Upon request, the Engineer will provide one (1) duplicate of the original Contract Drawings, at no cost, to Contractor within two weeks subsequent to the execution of this Contract.

6.15 Records and Audits.

- A. Maintenance and Submission of Records. Contractor shall maintain records and accounts in connection with the performance of this Contract that will accurately document incurred costs, both direct and indirect, including, but not limited to, labor hours and costs, Equipment hours and costs, Subcontractor costs, Material costs, and all other costs of whatever nature, by cost code, including budgeted amounts, for a period of three (3) years from the expiration of this Contract unless otherwise specified by Applicable Law. Contractor shall submit to the City schedules of values, Progress Schedules, reports, estimates, records, certificates, and other data as the City may request concerning Work performed or to be performed under this Contract.

- B. Records Defined. Contractor's Records shall include any and all information, materials, and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, Drawings, receipts, vouchers, memoranda, and any and all other sources of information that may, in City's judgment, have any bearing on, or pertain to, any matters, rights, duties or obligations under or covered by any Contract Document. Such Records shall include (hard copy, as well as computer readable data), written policies and procedures; time sheets; payroll registers; payroll records; cancelled payroll checks; subcontract files (including solicitation responses of successful and unsuccessful solicitation responses, solicitation recaps, negotiation notes, etc.); original cost estimates; estimating work sheets; correspondence; Change Order files (including documentation covering negotiated settlements); backcharge logs and supporting documentation; invoices and related payments documentation; general ledger information detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor documentation which may have a bearing on matters of interest to the City in conjunction with the Contractor's dealings with the City to the extent necessary to adequately permit evaluation and verification of any or all of the following:

1. Compliance with Contract requirements for deliverables;
2. Compliance with Approved Plans and Specifications;
3. Compliance with City's business ethics expectations;
4. Compliance with Contract provisions regarding the pricing of Change Orders;
5. Accuracy of Contractor representations regarding the pricing of invoices; and
6. Accuracy of Contractor representations related to Claims submitted by the Contractor or any of his payees.

- C. Contractor's Daily Reports. As soon as Contractor has started Work on the Project, it shall compile written daily reports of the Work performed the previous Working Day by its employees, including the employees of Subcontractors. The reports shall be prepared by Contractor's Representative and shall bear his or her signature. Contractor shall require similar reports from Subcontractors for each Working Day on Site and shall attach copies to Contractor's daily report when submitted. Each report shall contain, at a minimum, the following information:

1. Description of Work items and references to payment items;
2. Workforces and Equipment employed;
3. Materials and Equipment installed;
4. Work performed by Subcontractors; and
5. Description of any accidents, interruptions, impacts, delays, problems, visitors,

impediments, etc. encountered or continued.

- D. Payroll Reports. Contractor shall be required to furnish weekly payroll reports to the City, certifying conformance with any wage rates listed in the Specifications. This requirement applies to Contractor, its Subcontractors, and any lower-tier Subcontractor providing labor at the Site. 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.

- E. City of Atlanta Audit. Whenever the City enters into any type of contractual arrangement including, but not limited to, Lump Sum Price contracts (i.e. fixed priced or stipulated sum contracts), unit price, cost plus or time and material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's and Subcontractors' records, including weekly and monthly summary reports of the entire Project, labor cost reports, and Equipment and Material cost reports shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by a City employee or an outside representative engaged by City. The City, or its designee, may conduct such audits or inspections throughout the term of this Contract and for a period of three (3) years after Final Payment or longer if required by Applicable Law. City's representatives may, without limitation, conduct verifications such as counting employees at the Site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with Contractor's employees, field and agency labor, Subcontractors, and vendors. Contractor may also be required to provide an electronic "data dump" of each transaction posted to each cost code, labor hours and costs, and Equipment hours and costs, and other transactions. Such data shall be in the format of an electronic spreadsheet or database, and not in "PDF" or other image formats.

- F. Inclusion into Subcontracts. Contractor shall require all payees (examples of payees include Subcontractors, Material Suppliers, insurance carriers, etc.) to comply with the provisions of this Paragraph 6.15 by including the requirements hereof in a written agreement between Contractor and such payee. Contractor will ensure that all payees (including those entering into Lump Sum Price contracts) have the same right to audit provisions contained in this Contract.

- G. Contractor Cooperation. City's authorized representative, or designee, shall have reasonable access to Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Contract and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with this Paragraph 6.15.

- H. Overpayment. If an audit, inspection, or examination, in accordance with this Paragraph 6.15, discloses overpricing or overcharges, of any nature, by the Contractor to the City in excess of one percent (1%) of the total Contract Price billed to date, in addition to making adjustments for the overcharges, all reasonable cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or Records, shall

be made within a reasonable amount of time, not to exceed ninety (90) Calendar Days, from presentation of City's findings to Contractor.

6.16 Training.

- A. The Contractor shall include in the base Contract, all costs required to train the City's operation and maintenance personnel in the use and maintenance of the specific systems or Equipment.
- B. Training sessions shall be conducted by instructors certified or approved, in writing, by the manufacturer of the specific system or Equipment.
- C. Training sessions shall be conducted for not less than four-hour periods during normal working hours (i.e., Monday through Friday, 8:00 a.m. to 5:00 p.m.). Training session schedules shall conform to the requirements of the City; therefore, such schedules shall be submitted to the City for approval not less than two (2) weeks prior to the training session. Training sessions for different systems shall not be scheduled concurrently. All training sessions shall be digitally videotaped, and two (2) copies shall be delivered to the City. At the City's discretion, provisions shall be made to allow up to six (6) City personnel to participate in final system check of all systems.
- D. Contractor shall issue and obtain the City's approval of all O&M Manuals prior to training.
- E. All training shall be completed prior to Final Acceptance of any Equipment, system, or the like.

6.17 Warranty and Correction Period.

- A. Warranty Standards. In accordance with industry Standards and best practices, all Equipment, Materials, and workmanship shall be free from defects and conform to the requirements of the Contract Documents.
 - 1. Contractor warrants to City that all Equipment and Materials furnished under this Contract shall be new or of clear title, and of the most suitable grade of their respective kinds for their intended uses, unless otherwise specified in the Contract Documents. If required by the Engineer, Contractor shall furnish satisfactory evidence as to the kind and quality of any Materials and Equipment used.
 - 2. All workmanship shall be of good quality, free from faults and defects, and performed in accordance with sound construction practices acceptable to the Engineer.
 - 3. All Work, Materials or Equipment not conforming to these requirements, including substitutions not properly approved, may be considered defective.
- B. Warranty Periods.
 - 1. General Warranty. Contractor warrants all Equipment and Material it furnishes and all Work it performs against defects from commencement of Work to a date

twenty-four (24) months after Final Completion, provided that all of the requirements of this Paragraph 6.17 have been met, unless more stringent requirements are otherwise specified elsewhere in the Contract Documents. Contractor shall provide an additional thirty-six (36) month warranty on all chillers, pumps, starters, compressors, ventilation systems, fire detection systems, fire suppression equipment, emergency power, and communication equipment. A minimum of one (1) year labor warranty is required for all Equipment or system replacement and repairs.

2. Warranty of Continued Liability for Electronics. Contractor warrants to City that all Materials or Equipment which Contractor is required to purchase under this Contract 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 or technologies that calculate date or time data shall operate correctly (display, calculate, compute, and process date or time data before, during, and beyond any changes in the date, including leap year, and including changes at year end, decade end, and century end) as needed and without failure, malfunction, or need for operator intervention.
- C. Manufacturer Warranties. Without limiting the responsibility or liability of Contractor under this Contract, all warranties given by manufacturers on Materials or Equipment incorporated into the Work are hereby assigned by Contractor to the City at no additional cost to the City. If requested, Contractor shall execute enforceable formal assignments of said manufacturer's warranties to the City at no additional cost to the City. 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, but Contractor understands and agrees that it is jointly and severally liable with the manufacturers for any warranties provided.
1. All warranties should include manufacturers' name, telephone, contact, address, start, and end date of warranty.
 2. All warranty sections shall be tabbed and labeled.
 3. A minimum two (2) electronic copies shall be furnished; City may also require a maximum of five (5) hard copies of all applicable warranties.
- D. Non-Exclusive Nature of Warranties. The foregoing warranties, and those contained elsewhere in the Contract 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. The warranties set forth in this Paragraph and elsewhere in the Contract Documents shall survive Final Acceptance of the Work. All warranties are in addition to the rights, remedies, and redress that the City has at law or in equity, and none of Contractor's warranties shall be deemed a sole or exclusive remedy to the City.
- E. Correction Period. If within one (1) year after the date of Final Acceptance of the Work by the City, or within such longer period of time as may be prescribed by Applicable Law or by

the term of any applicable warranty required by the Contract Documents, City or Contractor discovers any defect in the Equipment, Materials, or workmanship, or the same is found not to conform to the Contract requirements, immediate notice shall be given to the other Party.

1. Promptly after receipt of a written notice from the City to do so, Contractor shall rework, repair, or remove and replace such defective or nonconforming Equipment and Materials or re-perform defective or nonconforming workmanship to acceptable quality at a time and in a manner acceptable to Engineer and at no cost to the City.
2. This obligation shall survive both Final Payment for the Work, or designated portion thereof, and termination of the Contract.
3. Contractor acknowledges that this one (1) year period provides a period during which Contractor has a duty to repair and does not in any way limit Contractor's liability for Work that is not in accordance with the Contract Documents, including any that may be discovered more than one (1) year after the date of Final Acceptance.

- F. Extended Warranty. Contractor further warrants any and all corrective actions it performs against defects in design or build, Equipment, Materials, and workmanship for an additional warranty period of twelve (12) months as an extension to the originally specified warranty period following acceptance by Engineer of the corrected work.

6.18 Indemnification.

- A. Hold Harmless Agreement. In addition to its agreement to obtain and maintain insurance as set forth in the Contract Documents, Contractor shall defend, indemnify and hold harmless the City, its officers, agents, employees, and other authorized representatives from and against any and all suits, actions, legal, or administrative proceedings, claims, damages, demands, liabilities, interest, attorneys' fees, costs, and expenses of whatsoever kind or nature, including without limitation, those arising out of injury to, or death of, Contractor's employees, officers, agents, authorized representatives or any subconsultant's/Subcontractor's officers, agents or employees, or authorized representatives whether arising before or after the completion of Work, which allegedly arises out of any act or omission of the Contractor or any subconsultant/Subcontractor working on behalf of the Contractor or any of the Contractor's and/or subconsultant's/Subcontractor's officers, agents, employees, or authorized representatives whether active or passive. This defense, indemnification, and hold harmless agreement shall also apply to any and all claims which result from any condition created or maintained by the Contractor or any subconsultants/Subcontractors working on behalf of Contractor, or any of the Contractors' and/or subconsultants'/Subcontractors' officers, agents, employees, or authorized representatives of which condition was not specified to be created or maintained by this Contract. Contractor further agrees that its agreement to defend, indemnify and hold harmless the City, its officers, agents, employees, and authorized representatives shall not be limited to the limits of the liability insurance under this Contract and any attached Specifications. However, Contractor shall not be

required to indemnify the City, its officers, agents, employees, and authorized representatives for any claims resulting from the sole negligence or willful misconduct of the City, or any other party released, indemnified, or held harmless pursuant to this Paragraph. This Paragraph shall survive any termination or expiration of this Contract.

- B. Negligence, Waiver and Survival. Contractor's aforesaid defend, indemnity and hold harmless obligations, or portions or applications thereof, shall apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties defended, indemnified or held harmless to the fullest extent permitted by law, but in no event shall they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnity by an industrial insurance or workers' compensation statute. Contractor further agrees that this agreement to defend, indemnify and hold harmless shall not be limited to the limits or terms of the liability insurance, if any, required under this Contract and/or otherwise maintained by the Contractor. This indemnity provision shall survive any termination or expiration of this Contract.

6.19 Patent and Intellectual Property Indemnification.

- A. Indemnification and Substitution. Contractor hereby indemnifies and shall defend and hold harmless City, and its officers, agents, employees and authorized representatives from and against any and all claims, actions, losses, damages, and expenses, including attorneys' fees, arising from any claim, whether rightful or otherwise, that any concept, product, design, Equipment, Material, process, copyrighted material or Confidential Information, or any part thereof, furnished by Contractor under this Contract constitutes an infringement of any patent or copyrighted material or a theft of trade secrets. If use of any part of such concept, product, design, Equipment, Material, process, copyrighted material or Confidential Information is limited or prohibited, Contractor shall, at its sole expense, procure the necessary licenses to use the infringing or a modified but non-infringing concept, product, design, Equipment, Material, process, copyrighted material or Confidential Information or, with City's prior written approval, replace it with substantially equal but non-infringing concepts, products, designs, Equipment, Materials, processes, copyrighted material or Confidential Information; provided however,
1. That any such substituted or modified concepts, products, designs, Equipment, Material, processes, copyrighted material or Confidential Information shall meet all the requirements and be subject to all the provisions of the Contract Documents; and
 2. That such replacement or modification shall not modify or relieve Contractor of its obligations under this Contract.
- B. Exclusion if Furnished. The foregoing obligation shall not apply to any concept, product, design, Equipment, Material, process, copyrighted material or Confidential Information the detailed design of which (excluding rating and/or performance Specifications) has been furnished, in writing, by the City to Contractor.

6.20 Confidential Information.

- A. General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Contract; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Contractor will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Contract.

- B. Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party must provide the other with thirty-six (36) hours prior notice, in accordance with the requirements set forth in Paragraph 17.04 *Notices*, of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number, electronic mail address and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Paragraph will be applicable to information that one Party deems to be Confidential Information, but the other Party does not.

- C. Equitable Remedies. The Parties agree that, notwithstanding the provisions of Article 11, due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Paragraph titled Confidential Information and that such breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party will be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

6.21 Laws and Regulations.

- A. Constituents of Concern. Contractor shall ensure that all Constituents of Concern with which it deals receive safe and proper handling. Contractor confirms that it is aware of and will comply with the requirements of the all environmental regulations, including but limited to, Comprehensive Environmental Response, Compensation, Liability Act, 42 U.S.C. 9601-9675 (CERCLA) as amended; the Resource Conservation and Recovery Act, 42 U.S.C. 6901-6992- (RCRA) as amended; the Toxic Substances Control Act (TSCA), 15 U.S.C. 2601-2671; the Clean Water Act (CWA), 33 U.S. C. 1251-1387; Environmental Protection Agency (EPA) regulations, Title 40 of the Code of Federal Regulations; the Department of Transportation (DOT) Hazardous Materials Regulations, Title 49 of the Code of Federal

Regulations; and any other federal, state, and local laws applicable to work with or near Constituents of Concern.

- B. Utility Contractor Licensing Requirements. In accordance with O.C.G.A. § 43-14-8.2 (b), to the extent Contractor engages in the business of Utility contracting, Contractor shall hold a Utility contractor license and be regularly connected to a Person or Persons who holds a valid Utility manager certificate issued under O.C.G.A. Title 43. Contractor's Utility manager must be engaged in the performance Contractor's business on a full-time basis and oversee the Utility contracting work of all Contractor Personnel. In cases where Contractor has more than one permanent office, each permanent office must be registered with the Georgia State Board of Utility Contractors and at least one person who holds a valid utility manager certificate issued under O.C.G.A. Title 43 shall be stationed in each office on a full-time basis and shall oversee the Utility contracting work of all Contractor Personnel of that office.

6.22 Work Product.

- A. Except as otherwise expressly provided in this Contract, all reports, information, data, Specifications, computer programs, technical reports, operating manuals and similar work or other documents, and all deliverables prepared or authored by Contractor or any of its Subcontractors exclusively for City under this Contract and all Intellectual Property Rights associated with the foregoing items (collectively, the "Work Product") will be and remain the sole and exclusive property of City. Any of Contractor's or its Subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a Third Party) will be deemed to be "works made for hire" and made in the course of Work rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product will belong exclusively to City. Contractor and its Subcontractors grant City a non-exclusive, perpetual, worldwide, fully paid up, royalty free license to all Work Product not exclusively developed for City under this Contract.
- B. If any of the Work Product is determined not to be a work made for hire, Contractor assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights and related rights and all extensions and renewals of those rights, in the Work Product. If Contractor has any rights to the Work Product that cannot be assigned to City, Contractor unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.
- C. City will have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.
- D. To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by Contractor or its Subcontractor(s) may not originally vest in City by operation of Applicable Law, Contractor and its Subcontractors must, immediately upon

request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

- E. Without any additional cost to City, Contractor and its Subcontractors must promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register, and record its rights in all Work Product. Contractor and its Subcontractors irrevocably designate City as agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Paragraph 6.22 and to take all actions necessary, in Contractor's or its Subcontractor's name, with the same force and effect as if performed by Contractor or its Subcontractor.

6.23 Use of City Equipment.

- A. City Furnished Materials. Unless otherwise provided in the Contract Documents, there are no City furnished Materials for this Project.

6.24 Use of Generative Artificial Intelligence.

- A. Background. AI is a tool that has wide-ranging applications in the construction industry such as optimizing project schedules, data analysis and document review. Generative AI has the potential to be used to generate design plans, shop drawings and other types of Construction Documents. However, Generative AI poses several risks such as producing false or inaccurate information, infringing on intellectual property rights and disclosure of confidential information. There is also the risk of overreliance on AI whereby professional judgment and experience is delegated to AI. AI, and Generative AI in particular, should only be used to supplement human-performed analysis and product.
- B. As used in this Section the following terms are defined as follows: (i) "AI Inputs" means any and all Data input into the Generative AI; (ii) "Generative AI" means any and all machine learning software, algorithms, hardware or other artificial intelligence tools or aids that creates new content (e.g. ChatGPT or SWAPP).
- C. Unless Contractor obtains the Engineer's express written approval otherwise, Contractor agrees that it shall not utilize Generative AI to provide the Services in connection with this Contract. If Engineer does provide written approval for the use of Generative AI, Contractor shall limit its usage of Generative AI to the extent approved by the Engineer and further:
 - 1. Shall provide a written disclosure to the City listing each such approved Generative AI and description of Contractor's anticipated usage;
 - 2. Shall indicate on each submittal the extent and portions of the submittal created with Generative AI and shall certify that it has verified the results as accurate, complete and in conformity with the Contract requirements.
 - 3. Represents and warrants that it owns or possesses all legally requisite rights and licenses to use the Generative AI and AI Inputs used in performance of the Work under this Contract;

4. Represents and warrants that its current and anticipated use of Generative AI does not, and will not, infringe upon or violate any intellectual property rights or disclose Confidential Information; and
 5. Represents and warrants that its use of Generative AI complies with all Applicable Law (including those pertaining to privacy and security).
- D. Contractor agrees to cause this clause to be inserted into all subcontracts.

Article 7. Other Work at the Site

7.01 Other Work.

- A. City's Right to Prosecute the Work. If Contractor defaults or neglects to carry out all or any part of the Work in accordance with the Contract Documents, and fails within three (3) Working Days, after receipt of written notice from the City, to commence and continue correction and cure of such default, noncompliance, or neglect with diligence and promptness, the City may, after twenty-four (24) hours following receipt by 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 or supplemental contractor(s). In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due Contractor, the cost of correcting such deficiencies. If the payments then or thereafter due Contractor are not sufficient to cover such amount, Contractor shall pay the difference to the City upon demand.
- B. Separate Contractors. In addition to City's right pursuant to Paragraph 7.01.A to perform or complete the Work assigned to Contractor, City may perform additional work related to the Project by itself and reserves the right to award other contracts in connection with this Project. Contractor shall afford other contractors and/or City, if it is performing additional work itself, reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate its Work with theirs. Contractor shall arrange its Work and shall place and dispose of the Materials being used so as not to interfere with the operations of the City's or such other contractors' work. Additionally, during progress of Work under this Agreement, it may be necessary for others to work in or about the Project. Contractor shall cooperate with all other Persons requiring access to the Site for the purpose of maintenance of security, cleaning of the Site and like matters requiring common effort.
- C. Review of Separate Contractor's Work. If any part of Contractor's Work depends on the proper execution or results of the work of the City or any separate contractor, 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 incorporation into Contractor's Work. Failure of Contractor to report such discrepancy or defect shall constitute acceptance of the City's or such separate contractor's work as fit and proper to receive the Work, except as to Latent Defects (as defined in Paragraph 12.12 *Latent Defects*).

- D. Cutting and Patching. Contractor shall be responsible for all cutting, fitting, and patching required to complete the Work. The Engineer, at his or her discretion, may request the uncovering of the Work to provide for alterations, restoration, or refinishing of existing Work. In advance of cutting or patching items of Work which may affect structural value or integrity, Contractor must obtain Engineer's written approval. Contractor shall not cut or otherwise alter the Work of any other contractor without the Engineer's approval.

7.02 Notice to Contractor.

- A. If the performance of additional work by other contractors of the City is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to Contractor prior to starting any such additional work.

7.03 Legal Relationships.

- A. Hold Harmless for Separate Contractor. Contractor shall assume all liability, financial or otherwise, in connection with its Contract and shall defend, indemnify and hold harmless the City from any and all damages, delays or claims that may arise because of inconvenience, delays, or loss experienced by Contractor resulting from the work or property of any separate contractor.
- B. Damage to Separate Contractor. Contractor shall exercise due care to avoid injury or damage to the work of other contractors on Site. Should Contractor wrongfully delay, impact, or cause damage to the work or property of any separate contractor, including by its failure to complete the Work or any portion thereof within the time specified for completion, 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 Contractor, then Contractor shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims, and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest, and penalties) arising therefrom. Additionally, City may withhold any payment, in whole or in part, to the extent necessary to reasonably protect the City against such separate contractor claim.
- C. Engineer's Authority. Subject to the limitations on Engineer's authority set forth in Paragraph 8.05 *Limitations on Engineer's Authority and Responsibilities*, The Engineer will decide any disputed questions regarding the performance of the Work, access and cleaning up of the Site, and priority in all relations between the Contractor and other contractors.
- D. City's Right to Clean Up. If a dispute arises between 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 Contractor or the separate contractors responsible therefor as the City shall determine to be just.

Article 8. Engineer's Status During Construction

8.01 City's Representative .

Engineer will be City's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as City's representative during construction are set forth in this Article and throughout the Contract Documents.

8.02 Visits to Site.

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of City, will determine, in general, if the Work is proceeding in accordance with the Progress Schedule and Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for City a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep City informed of the progress of the Work and will endeavor to guard City against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 8.05 *Limitations on Engineer's Authority and Responsibilities*. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Applicable Law.
- C. The ultimate responsibility for the quality and safety of the Work rests with the Contractor. Any recommendation or suggestions provided by the Engineer during Site visits are intended to assist the Contractor in achieving compliance with the Contract Documents.

8.03 Resident Engineer Representative.

- A. If pursuant to Paragraph 2.04.B, Engineer appoints a representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then such representative shall have the same authority and limitations as set forth herein.

8.04 Engineer's Discretion.

- A. Whenever, under this Contract, Engineer is required to exercise his or her discretion by giving a decision, opinion, or consent; by expressing his satisfaction or approval; or by determining values, he shall exercise such discretion reasonably, fairly, and impartially within the terms of this Contract.

8.05 Limitations on Engineer's Authority and Responsibilities.

- A. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Applicable Law. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.
- B. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.
- C. Engineer's authority is limited to those actions or decisions that are expressly granted under the Contract Documents and not in contravention to any Applicable Law.

Article 9. Changes to the Contract

9.01 Amending and Supplementing the Contract.

- A. This Article will govern changes to the Contract issued under the Contract, whether such changes involve an increase in the Contract Price or not. Changes in contract requirements or other aspects of this Contract shall be made by written document ("Change Document" or "Unilateral Change Document"). Change Documents may assume numerous forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.). All changes shall be implemented pursuant to this Article and any Applicable Law.
- B. Potential Change Documents that may be issued concerning this Contract include, but are not limited to:
 - 1. Change Documents to the Contract involving an increase to the Contract Price executed between City and Contractor which may, or may not, require legislative approval under Code §2-1292;
 - 2. Change Documents that do not involve an increase in the Contract Price executed pursuant to Code §2-1292(d) either bilaterally or unilaterally by the City;
 - 3. Unilateral Change Documents to the Contract issued by City pursuant to Code §2-1292(d) involving no increase to the Contract Price and changes in the value of the changes, or changes in the terms of amounts of compensation under the Contract Price; and
 - 4. Change Documents to the Contract involving no increase to the Contract Price, changes in the value of the Charges or changes in the terms or amounts of compensation under the Contract Price executed between City and Contractor pursuant to Code §2-1292(d).

9.02 Change Requests and Proposals.

- A. City may propose a change in the Contract or other aspects of this Contract by delivering written notice to Contractor describing the requested change ("Change Request"). Within

ten (10) Calendar Days of receipt of City's Change Request, Contractor shall evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Services shall be effective upon written notice to Contractor.

- B. Contractor may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Contract.
- C. Each Proposed Change Document shall include the applicable schedule for implementing the proposed change, any applicable changes to the schedule of values (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Contractor and shall be irrevocable for a period of sixty (60) Calendar Days. City shall review and may provide Contractor with comments regarding a Proposed Change Document, and Contractor shall respond to such comments, if any. A Proposed Change Document from Contractor will become effective only when executed by an authorized representative of City.
- D. City may propose any changes to the Contract, including, but not limited to, changes that it contends do not involve an increase to the Contract Price, and Contractor shall, in good faith evaluate such Proposed Change Document. If City and Contractor are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code §2-1292(d). Nothing in this Contract shall, in the event of disagreement between City and Contractor concerning a Proposed Change Document, or otherwise, prohibit City from issuing a Unilateral Change Document to Contractor, pursuant to Code §2-1292(d), and City and Contractor agree to resolve their Dispute pursuant to the Dispute resolution procedures set forth in Article 11. During the pendency of such Dispute, Contractor shall continue to perform the Work, as changed by such Unilateral Change Document.
- E. Submittals Substantiating Adjustments.
 - 1. Contractor shall supply certified pricing within thirty (30) Calendar Days after providing written notice of intent to claim time or money or prior to executing any Change Document increasing the Contract Price. Contractor's pricing shall remain firm for a period of not less than sixty (60) Calendar Days after delivery of the certified pricing. Any delay in the submission of all necessary supporting documentation or the determination of pricing shall not be used to justify or constitute a basis for an increase in the Contract Price, purchase order amount, or Contract Time.
 - 2. Contractor's certified pricing data shall be in sufficient detail to permit analysis by and negotiation with the City and include itemized details showing labor, materials, equipment, subcontractor costs and markups.
 - 3. Contractor shall certify in writing that the amounts included in the Proposed Change Document cover will direct, supplemental, indirect, consequential, serial, and cumulative costs and requested time extension, as applicable, and that those costs and the additional time would be or were necessarily incurred, despite the Contractor's reasonable and diligent efforts to mitigate them.

4. No submittal for an adjustment in the Contract Price, purchase order amount, or Contract Time shall be valid unless submitted in accordance with this Article.
5. Pricing Certification Statement. For each submittal, Contractor shall execute a certificate of current costs or pricing data. This certificate shall be supplied at the time Contractor submits pricing information for any and all Proposed Change Documents. The certificate shall contain the wording as follows:

*"This is to certify that, to the best of my knowledge and belief, the costs or pricing data submitted, either actually or by specific identification in writing, to Engineer or any of his authorized representatives, in support of **[identify the request for price adjustment, giving the appropriate reference any date]** are accurate, complete and current as of **[insert the day, month, and year when submittal was provided to Engineer]**."*

*Contractor: **[type name]***

*By: **[type name]***

*Title: **[type title]***

*Date of Execution: **[insert the day, month, and year of signing, which should be the same date as when the pricing information is submitted]**"*

6. City's Rights for Defective Pricing. In accordance with Code Section 2-1201(d), if any price, including profit or fee, negotiated under this Article, or any cost reimbursement under this Contract was increased by any amount because Contractor furnished costs or pricing data that were not complete, accurate, and current as certified in its certificate of current costs or pricing data, the price or costs shall be reduced accordingly, and this Contract shall be modified to reflect the deduction. Contractor is also placed on notice that, to the extent any submittal is determined to be a false claim based on any State or federal law, Contractor will be liable to the City for all remedies permitted by applicable statutes.

- F. Failure to Agree. Failure by Engineer and Contractor to agree on any adjustment pursuant to this Article shall be considered a Dispute, subject to the process under Article 11.

9.03 Field Changes.

- A. Engineer may, in writing, order minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are consistent with the intent of the Contract Documents.
- B. If Contractor believes that the Field Change will affect the Contract Price or Contract Times, the Contractor shall notify City, in writing, and shall not proceed to implement the Work until an appropriate Change Document is processed. If Contractor performs the Work set forth in the Field Change without prior notice to the City that such change will affect the Contract Price or Contract Times, Contractor waives any adjustment to the Contract Price or extension of the Contract Time.

9.04 Emergency Cases.

In addition to the City's ability to initiate changes through a Change Request, in the event of an emergency that poses imminent threat to life or property, Engineer may use oral orders to Contractor for any work required by reason of such emergency. Contractor shall commence and complete such emergency Work as directed by Engineer. Such orders will be confirmed by an appropriate Change Document. Any Change Document resulting from an emergency will be processed pursuant to this Article.

9.05 Work Authorizations.

When directed by the City's Authorized Representative through a Work Authorization, the Contractor will perform Work that is expressly or generally contemplated under any allowance or contingency items designated by the Contract Documents, which may include a change for the addition of Work that does not result in an increase in the overall Contract Price. Work Authorizations may include Work items that are not necessarily shown in the Contract Documents but may be necessary for the successful completion of the Project. The performance of the Work Authorization items must conform to the Standards and terms of the Contract Documents. The funding for Work Authorizations is an allowance only and not a compensable pay item. The City is solely responsible for the appropriation of the funds. The Contractor shall have no claims to such funds. The City will retain ownership of any such funds not used after the completion of Work. The Work shall be assigned and directed by the City's Authorized Representative in written form. Measurement, payment, invoicing and pricing of adjustments for Work Authorizations will be in accordance with the Contract Documents.

9.06 Additional Instructions and Drawings.

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

9.07 Other Modifications.

All other Modifications to this Contract shall be by written amendment signed by both Parties.

9.08 Accord and Satisfaction.

Agreement on any Change Order, Field Change, or Work Authorization shall constitute a final settlement and an accord and satisfaction of all costs and changes to the Contract Price and Contract Time(s) relating to or arising out of the change in the Work, including but not limited to all Claims for direct and indirect costs, impacts, overtime, accelerations, inefficiencies, compression, trade stacking, delays, interference, lost productivity, additional Work, and the effect or accumulation of the changed Work on any other Work or activities.

Article 10. Pricing of Adjustments

If applicable, and to the extent the provisions of this Article conflict with any provisions of the Special Conditions or to the extent that any provision of the Special Conditions provides more stringent, detailed or additional requirements, the provisions of the Special Conditions shall control.

10.01 Pricing Methods.

- A. When costs are a factor in any determination of a Contract adjustment pursuant to Article 9, Contractor shall propose upward or downward price adjustments in one of the below methods as directed by Engineer.
 1. Lump Sum. The price of a Change Document utilizing a Lump Sum adjustment shall be determined by mutual agreement. Contractor shall provide documentation itemizing the estimated quantities and costs of all Allowable Costs (as defined in Paragraph 10.02) and including any Allowable Markups (as defined in Paragraph 10.03).
 2. Unit Price Work. The price of a Change Document utilizing the unit price method shall be determined by multiplying the net change in units of Work by the applicable unit price set forth in the Contract or by a mutually agreed unit price if none was provided in the Contract. No additional markups for overhead, profit or other costs shall be added to the unit prices.
 3. Force Account. If the quantity of the Work or cost cannot be reasonably determined or agreed upon prior to beginning the Work, the price of a Change Document shall be accomplished by Force Account whereby Contractor shall establish separate cost accounting records, subject to daily end-of-the-day written approval by the Engineer of all allocable costs to include reimbursement of Allowable Costs (as defined in Paragraph 10.02), plus Allowable Markups (as defined in Paragraph 10.03).

10.02 Allowable Costs for Changes in the Work.

Allowable costs for changes to the Work are limited to the following ("Allowable Costs"). All costs that are not Allowable Costs pursuant to this Paragraph 10.02 or are disallowed in Paragraph 10.04 shall be considered as overhead and shall be exclusively compensated in the allowances provided for in Paragraph 10.02.A above.:

- A. Subcontracts. Approved incurred costs for subcontracted tasks provided that Engineer has approved the subcontract pursuant to Paragraph 6.05 *Concerning Subcontractors and Suppliers* before any work is performed.
- B. Contractor Direct Labor. If included in the Contract, the fully burdened labor rate schedule shall be used. If there is no labor rate schedule, the incurred direct labor wages for technical, craft, and manual labor for all classifications through lead engineer, foreman or equivalent are allowable for the period of performance of the change. General supervision and management above foreman or equivalent, and indirect labor (e.g., office personnel, timekeepers and maintenance personnel) are not allowable as direct costs because they

are in the overhead and profit rates established in Paragraph 10.03D. For labor rates not already in the Contract, payroll additives are allowable and should include taxes, insurance premiums, paid absences, and social and retirement benefits required by the Applicable Law, labor agreements, published company policies applying uniformly to Contractor's workforce or which are normal and customary. City shall have access to Contractor's certified payroll records for verification of labor costs.

- C. Materials. Materials incorporated into the changed Work or required for Temporary Facilities made necessary by the change shall be allowable at net cost delivered to the Site.
- D. Equipment. For the cost of both rented and Contractor-owned Equipment to be allowable, Engineer must agree in writing, prior to their being used, that the individual pieces of Equipment are needed, and are appropriate for the Work, as follows:
 - 1. Limited Equipment Charges. When the operated use of Equipment is infrequent and, as determined by Engineer, such Equipment need not remain at the Site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Engineer's direction shall be charged at the standby rate;
 - 2. Contractor Owned Equipment Charges. City shall pay a rate not greater than seventy percent (70%) of EquipmentWatch's Rental Rate Blue Book daily rental rates for Equipment less than ten (10) years of age applicable for the period of performance of the change plus operating costs such as fuel, oil, lubricants, and maintenance; and
 - 3. Rental Equipment Charges. City shall pay the documented net rental costs except tools and Equipment having original purchase prices of less than Five Hundred Dollars (\$500.00) each, which are deemed to be covered in the overhead and profit rates. If operating costs are not included in the rental rates, they are also allowable.
- E. Bond Premiums. Costs of increases in premiums for the Contractor's Bonds or insurance, provided coverage for the cost of the change in the Work results in such increased costs. The cost of the increase in premium shall be an Allowable Cost but shall not be marked up for overhead and profit.

10.03 Allowable Markups.

Unless otherwise specified in the Contract Documents, allowable markups are limited to the following ("Allowable Markups"):

- A. Subcontracts. City may pay a markup for allowable subcontractor costs of five percent (5%). Contractor shall not be entitled to the additional markup specified in Subsection 10.03D on subcontracted tasks.
- B. Materials. City may pay a markup for allowable Materials costs of five percent (5%).
- C. Rental Equipment. City may pay a markup for allowable rental Equipment costs of five percent (5%).

- D. Overhead, Profit and Other Costs. City may pay an additional markup which will be deemed to be full consideration for all Project and office overhead, interest, profit and other additional costs (e.g. supervision and tools) and for all impacts of the change on all elements of the Work, whether or not changed. The determination of the application of this markup is at the sole discretion of City depending on the size, complexity and relativity of the change to the base Contract scope of work. This Allowable Markup shall not exceed fifteen percent (15%) on net Allowable Costs of changed Work, excluding subcontractor costs (i.e., the difference in cost between original and revised Work).

10.04 Documentation Required to Support Pricing of Adjustments.

- A. In addition to providing certified pricing data as required by Paragraph 9.02E, Contractor shall provide cost breakdown information for the purpose of, and in sufficient detail to, permit analysis and negotiation by the City. The City may require any or all the following documentation to be provided by the Contractor to support the Allowable Costs:
1. Payroll records showing the name, classification, date, daily hours, total hours, fully burdened rates, and extension for each laborer, foreman, supervisor or other worker;
 2. Equipment type and model, dates, daily hours, total hours, rental rate or other specified rate, and extension for each unit of Equipment;
 3. Proposals and or invoices for Materials showing quantities, prices, and extensions;
 4. Daily records of waste materials removed from the Site and/or fill materials imported to the Site;
 5. Certified measurements of over excavations, piling installed and similar work; and/or
 6. Transportation records for materials, including prices, loads, and extensions.

10.05 Costs Not Allowable for Changes in the Work.

Costs not allowable under any circumstances are as follows:

- A. Costs due to the negligence of the Contractor, Subcontractors, Suppliers or other persons for whom the Contractor is responsible, including but not limited to costs of delay, costs for the correction of defective or nonconforming Work, costs for improper disposal of Material, costs for Equipment wrongly supplied, costs for the Contractor's delay in performing the Work, or costs for delay in ordering and obtaining normally available Materials or Equipment.
- B. Home office expenses, including payroll costs for the Contractor's or any Subcontractors' or Suppliers officers, executives, administrators, accountants, counsel, engineers, timekeepers, estimators, clerks, and other similar administrative personnel employed by the Contractor, whether at the Site or in the Contractor's or a Subcontractor's principal or

branch office for general administration of the Work. These costs are deemed overhead included in Paragraph 10.03.D.

- C. Home and branch office expenses that include, but are not limited to, expenses of Contractor's home and branch offices, Contractor's capital expenses, interest on Contractor's capital used for the Work, charges for delinquent payments, small tools, incidental costs, rent, utilities, telephone and office equipment, and other general overhead expenses of the home and branch office.

Article 11. Claims

11.01 General.

- A. All Claims, counterclaims, Disputes, and any other matters in question arising under, or relating to, the Contract Documents, or the breach thereof, shall be processed in accordance with the provisions of this Article and are subject to audit by the City. Contractor shall not be entitled to any damages or an adjustment in the Contract Price, and neither City nor its designated representatives shall be liable to Contractor or its Subcontractors in tort (including negligence) or Contract, except as specifically provided in this Contract.
- B. Dispute Defined. Any Claim that is denied by the Engineer shall be considered a Dispute within the meaning of this Article.
- C. Continuation of Work. Pending final resolution of any Claim or Dispute, including litigation, the Contractor shall proceed diligently with performance of the Work, and comply with any decision of the City or the Engineer.
- D. Claim Certification. A written demand or assertion by the Contractor seeking the payment of money or an extension of Contract Time is not a Claim under this Contract until certified as required below. A voucher, invoice, or other routine request for payment that is not in Dispute when submitted is not a Claim under this Contract.
- E. Claims Arising Under the Contract. A Claim arising under the Contract, unlike a Claim relating to the Contract, is a Claim that can be resolved under a Contract provision that provides for, or excludes, the relief sought by the claimant. A Claim arising under the Contract shall be resolved under the applicable provisions of this Contract. A Claim relating to the Contract must meet all requirements of this Article and any request for an increase in the Contract Price or an extension to the Contract Time shall be calculated pursuant to and limited by the provisions of this Contract.

11.02 Requirements for Contractor Claims.

- A. For any Claim under this Contract to be valid, it shall be based upon written notice delivered by the Contractor to the Engineer promptly, but in no event later than seven (7) Calendar Days after the occurrence of the event giving rise to the Claim, stating the general nature of the Claim. The Claim submittal with all supporting cost data and Progress Schedule analysis shall be delivered by the Contractor to the Engineer within sixty (60) Calendar Days after the occurrence of the event giving rise to the Claim (unless the Engineer allows an

additional period of time to ascertain more accurate data in support of the Claim). The responsibility to substantiate a Claim shall rest with the Party making the Claim.

- B. For all Contractor Claims seeking an increase in the Contract Price or an extension of Contract Time, the Contractor shall submit with the Claim an affidavit certifying that:
 - 1. A Claim by the Contractor shall be made in writing and submitted to the Engineer within the timeframe required by this Article for a written decision;
 - 2. The Claim is made in good faith and the amount claimed accurately reflects the adjustments in the Contract Price or Contract Time for which the Contractor can prove the City is liable, and covers all direct, supplemental, indirect, consequential, serial, and cumulative costs and delays to which the Contractor is entitled as a result of the occurrence of the claimed event;
 - 3. Supporting cost and pricing data are current, accurate, complete, and represent the best of the Contractor's knowledge and belief; and
 - 4. If the Contractor is an individual, the affidavit shall be executed by that individual; if the Contractor is not an individual, the affidavit shall be executed by a senior company official in charge at the Contractor's plant or location involved, a responsible officer, or general partner of the Contractor.
- C. A Claim for an adjustment of Contract Time shall be supported by an analysis of the Progress Schedule detailing the impact of the event giving rise to the Claim.
- D. Any costs or expenses for consultants, experts, or legal representation that the Contractor elects to engage to investigate, prepare, or substantiate any Claim related to any Dispute shall be born solely by the Contractor.
- E. The attention of the Contractor is drawn to state and federal laws regarding penalties for false claims. The City will prosecute the Contractor to the fullest extent of the law for the submission of a false, fictitious, or unsubstantiated Claim.

11.03 Determination on a Claim.

For Contractor-certified Claims of Fifty Thousand Dollars or less ($\leq \$50,000.00$), the Engineer will, if requested in writing by the Contractor, render a determination within sixty (60) Calendar Days of the request. For Contractor-certified Claims over Fifty Thousand Dollars ($> \$50,000.00$), the Engineer will, within sixty (60) Calendar Days tender a determination of the Claim or notify the Contractor of the date by which the determination will be made. If Contractor and Engineer cannot resolve a Claim or Dispute, Contractor agrees to participate in good faith in non-binding mediation, if requested by the Engineer. The cost of mediation will be split equally between Contractor and the Engineer. If a resolution cannot be reached through mediation, the Contractor's sole appeal of the Engineer's final determination is to institute legal action in Fulton Superior Court within sixty (60) Calendar Days after Final Completion of the Work.

11.04 Right to Mediation.

In the event of any controversy, Claim, Dispute or other matter in question arising out of or relating to this Contract or the breach thereof or otherwise in connection with the Project to which this Contract pertains, at the City's sole and exclusive option, the Parties shall, if the City so elects and as an express condition precedent to any Party to this Contract commencing legal action against the other Party, mediate the Dispute utilizing a mutually agreeable mediator. Prior to commencing any legal action against the City, Contractor must either mediate the Dispute, at the City's election, or obtain a written waiver from the City of its right to mediate.

11.05 Arbitration at the City's Election.

- A. At the City's sole election, any Claim arising out of or related to this Contract shall be subject either to binding arbitration or litigation at the City's option. Prior to arbitration or litigation, the Parties shall endeavor to resolve Claims or Disputes in accordance with the terms of this Contract.
- B. If Claims or Disputes are not resolved by negotiation, mediation, or otherwise, and the City elects arbitration, the arbitration shall be held in Atlanta, Georgia and shall be submitted to one of the following arbitration services: 1) JAMS in accordance with the JAMS Engineering and Construction Rules & Procedures currently then in effect; 2) Miles Mediation and Arbitration in accordance with the Miles Construction Arbitration Rules & Procedures, then in effect; 3) Henning Mediation and Arbitration Service in accordance with the Henning Rules for Arbitration then in effect; or 4) or such other similar rules and organization as the City may elect. The demand for arbitration shall be in writing and filed with the appropriate organization selected by the City and shall be served the Contractor. The agreement to arbitrate shall be specifically enforceable under Applicable Law in any court having jurisdiction thereof. In any arbitration or litigation, the arbitrators or the Court shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators or the Court shall award all such fees to the City if it is the prevailing party.
- C. In any arbitration, the arbitrators shall have the jurisdiction to award the City costs, arbitrator fees, expert fees, and attorneys' fees, and the arbitrators shall award all such fees to the City if it is the prevailing Party.
- D. Except at City's sole discretion, no arbitration arising out of or relating to the Contract shall include, by consolidation or joinder or in any other manner, any other Person or entity, including but not limited to the Designer (if applicable) and its employees and consultants, any of Contractor's Subcontractors or Suppliers, or any other separate contractors or Suppliers. The City's consent or election to allow consolidation or joinder shall not constitute consent to arbitration of any Claim not subject to arbitration pursuant to this Contract.
- E. Any award rendered by an arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with Applicable Law in any court having jurisdiction thereof.

11.06 Litigation If Arbitration Not Elected.

- A. If the City does not elect arbitration, any Claims or Disputes shall be resolved in Fulton County, Georgia Superior Court. Contractor hereby submits to jurisdiction and venue in Fulton County, Georgia, and waives all defenses based on a lack of jurisdiction and/or venue. Contractor acknowledges that this Contract was negotiated, at least in part, in Fulton County, Georgia.
 1. In any litigation, the Court shall have the jurisdiction to award the City costs, consultant fees, expert fees, and attorneys' fees, and the Court shall award all such fees to the City if it is the prevailing party.
 2. In the event the City is a prevailing party in any litigation brought under, or to enforce the provisions of this Contract, Contractor shall pay to City all its costs, expenses and fees associated with the litigation and the preparation thereof, including, but not limited to, reasonable attorneys' fees, expert witness fees, and all expenses incurred. Contractor shall pay City's reasonable attorneys' fees and other costs whether the services are performed by City's employees or independent counsel.

11.07 Failure to Provide Notice is a Waiver.

The City must receive notice in strict compliance with the Contract of all Claims and Disputes in order to investigate such Claims and Disputes and to make decisions that will eliminate or minimize any additional costs or delays to the Work, the Project, and the City's overall expansion program. Contractor acknowledges that it has no right in law or equity to seek any increase to the Contract Price or an extension to the Contract Time, unless Contractor strictly complies with all requirements of this Article. Failure by Contractor to meet all of the requirements of this Article shall be deemed an intentional waiver by Contractor of any right to file a lawsuit seeking redress of any type. Compliance with all the requirements of this Article is a strict condition precedent to Contractor having the right to file a lawsuit seeking redress of any type. The City is entitled to have any lawsuit dismissed with prejudice by showing that Contractor did not strictly comply with all of the requirements of this Article.

11.08 Waiver of Consequential Damages.

- A. Contractor and City expressly waive claims against each other for consequential damages arising out of, or relating to, this Contract. This mutual waiver includes:
 1. Damages incurred by the City for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity, or of the services of such Persons; and
 2. Damages incurred by the Contractor for principal office expenses including the compensation of the personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
- B. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination. Provided, however, nothing in this Contract shall be deemed to

preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

Article 12. Tests and Inspections; Remedies for Defective or Nonconforming Work

12.01 Required Notice to Suppliers and Subcontractors.

Contractor shall include a notice to its Materials and Equipment Suppliers or Subcontractors of the inspection and testing requirements of this Article.

12.02 Inspection, Audit and Monitoring.

- A. Inspectors. Inspectors may be appointed to inspect all Materials used and all Work performed. 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 or other Contract Documents. Inspector will have authority to reject defective Material and to suspend Work that is being improperly performed, subject to the final decision of the City.
- B. Authority and Access for Inspectors; Cooperation. All Material and Equipment furnished and Work performed shall at all times be subject to quality surveillance and quality audit by the City or City-designated inspectors who, upon reasonable notice, shall be afforded full and free access to the shops, factories, or other places of business of Contractor and its Subcontractors for such quality surveillance or audit. Such inspectors are not authorized to change, revoke, or waive any provision of this Contract or any Task Order, to issue instructions contrary to Contract requirements, or to direct the efforts of any of Contractor's employees in any way. Contractor shall provide safe and adequate facilities, drawings, documents, and samples as requested, and shall provide assistance and cooperation including stoppage of Work to perform such examination as may be necessary to determine compliance with the requirements of the Contract. Any Work covered prior to any planned quality surveillance or test by the City shall be uncovered and replaced at the expense of Contractor if such covering interferes with or obstructs such planned inspection or test.
- C. Monitoring by Engineer. All Equipment and Materials furnished by Contractor and Work performed by Contractor shall be subject to monitoring by Engineer who shall be afforded full and free access to the Site, shops, factories, and other places of business of Contractor and its Subcontractors for monitoring purposes. As required by Engineer, Contractor shall provide detailed information, including but not limited to the location of all Equipment and Materials, applicable facility schedules, and status reports for use in monitoring and shall cooperate with Engineer in monitoring activities.
- D. Inspection not a Waiver. 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 the Contract Documents 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, Equipment 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, Equipment and Materials.

- E. Quality Assurance. The Contractor is advised that the cost of failing quality assurance tests requiring additional tests to confirm compliance will be deducted from any money due or that may become due Contractor under the Contract.

12.03 Material Testing.

- A. General. Materials used, particularly those upon which the strength and durability of a structure may depend, shall be subject to inspection and testing to establish conformance with Specifications and suitability for intended uses, but failure to inspect Materials will in no way waive the City's right to reject defective Materials or to condemn Work for which they are used. Contractor will provide for travel expenses, factory performed testing, set up costs for the factory inspection, and testing of all major architectural elements, mechanical, electrical or process equipment. A factory visit for both the Designer and Engineer may be required. No funds for stored Materials or fabrication items will be released until the factory inspection is completed and a certified Application for Payment is submitted.
- B. Testing by Contractor. Unless otherwise agreed to by City, 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.
- C. Additional Testing; Failed Testing. In the event that the City directs additional testing or inspection of the Work and the testing or inspection reveals that the Work is not in accordance with the Contract Documents, Contractor shall pay for all costs of correction of the Work as well as for all costs of testing and inspection.
- D. Production Testing. The Engineer may designate certain Materials and Equipment to be tested at the place of production or manufacture. In such event, Contractor shall give the Engineer fourteen (14) Calendar 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 or manufacture.

12.04 Samples.

Contractor shall furnish Samples as requested and shall provide reasonable assistance and cooperation necessary to permit testing and inspection to be performed on Materials or Work in place including reasonable stoppage of Work. Any Material or assembly that does not conform to the requirements of the Contract Documents shall be considered unacceptable and shall be rejected. Contractor shall remove any rejected Material or assembly from the Site of the Work,

unless otherwise instructed by the Engineer. No rejected Material or assembly, the defects of which have been corrected by Contractor, shall be returned to the Site of the Work until such time as the Engineer has approved its use in the Work.

12.05 Cooperation and Safety.

- A. Notice and Cooperation. 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 advanced notice to the Engineer.
- B. Inspection Certification. If requested by the Engineer, Contractor shall submit written certification, in a form approved by the Engineer, that it has inspected the Work prior to inspection by the Engineer, and that it complies with the Contract Documents.
- C. Reinspection. 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 the Engineer for his or her inspection, or from reinspection of any previously rejected portion of Work where the defects requiring such rejection were due to 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 the Contract.
- D. Unsafe Conditions. Contractor shall furnish the Engineer all reasonable facilities for Engineer's 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 or she 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 after correction of the conditions, whether or not such portion of Work is found to meet the requirements of the Contract Documents.

12.06 Remedies for Defects Prior to Final Acceptance.

If prior to Final Acceptance, City discovers any defect in the Equipment, Materials, or workmanship, or the same is found not to conform to the Contract requirements, City, in its sole discretion, may exercise any or all of the following remedies:

- A. Require Contractor to redesign, rework, repair, or remove and replace defective or nonconforming Equipment and Materials or re-perform defective or nonconforming workmanship to acceptable quality at a time and in a manner acceptable to Engineer;
- B. Exercise City's right to correct defective or nonconforming Work pursuant to Paragraph 12.07;
- C. Propose and negotiate in good faith an equitable reduction in the Contract Price in lieu of corrective action. This Article is applicable only for discovery of defects prior to the acceptance of the Project;

- D. Suspend the Work pursuant to Paragraph 12.08; or
- E. Terminate the Contract pursuant to Paragraph 15.02.

12.07 City May Correct Defective Work.

- A. In accordance with Paragraph 12.06.B, City may, upon written notice to Contractor, proceed to accomplish the redesign, rework, repair, or removal and replacement of defective or nonconforming Work by the most expeditious means available and backcharge Contractor for the costs incurred. Furthermore, if City agrees to or is required to perform work for Contractor, such as cleanup, off-loading or completion of incomplete Work, City may, upon written notice to Contractor, perform such work by the most expeditious means available and backcharge Contractor for the costs incurred. Contractor agrees to cooperate with the City or City's separate contractors if City exercises its rights under this Paragraph.
- B. Backcharge Costs. The cost of backcharge work shall include:
 - 1. Incurred labor costs including all payroll additives;
 - 2. Incurred net delivered Material costs;
 - 3. Incurred Subcontractor costs directly related to performing the corrective action;
 - 4. Equipment and tool rentals at prevailing rates in the Site area; and
 - 5. A factor of thirty-five percent (35%) applied to the total of Paragraphs 12.07.B.1—4 above for overhead, supervision, and administrative costs.
- C. Contractor's Concurrence. The backcharge notice will request Contractor's concurrence for City to proceed with the required Work. However, failure of Contractor to grant such concurrence shall not impair City's right to proceed with Work under this or any other provision of this Contract.
- D. Backcharge not a Release. Engineer shall separately invoice or deduct from payments otherwise due to Contractor the backcharge costs as provided herein. City's right to backcharge is in addition to any and all other rights and remedies provided in this Contract or by Applicable Law. The performance of backcharge work by City shall not relieve Contractor of any of its responsibilities under this Contract including, but not limited to, express or implied warranties, specified standards for quality, contractual liabilities and indemnifications, and meeting the Contract Milestones.

12.08 City's Right to Suspend the Work.

In accordance with Paragraph 12.06.D, if Contractor fails to correct defective or nonconforming Work as required by the Contract Documents, or fails to carry out the Work or supply labor, Materials or Equipment in accordance with the Contract Documents, or otherwise fails to meet or satisfactorily complete any of its obligations under the Contract Documents, the City, in writing, may order Contractor to suspend the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the City to suspend the Work shall not give rise to any

duty on the part of the City to exercise this right for the benefit of Contractor or any other Person. Contractor shall not be entitled to any extension of Contract Time or for compensation of any sort in the event that the City suspends work pursuant to this Paragraph.

12.09 Uncovering Work.

At any time before Final Acceptance, Engineer may, for the purpose of inspection or testing, direct Contractor to uncover portions of the Work which have been completed and covered up. If inspection proves the completed Work to be defective or not in conformance with the Contract requirements, corrections shall be made pursuant to Paragraph 6.17 *Warranty and Correction Period*. If such portion of the Work is found to conform with the Contract Documents, the impact of uncovering and restoration shall be treated as a change pursuant to Article 9. However, 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 or testing, notwithstanding conformance of such portion of Work with the Contract Documents.

12.10 Incidental Cost.

All costs incidental to corrective actions, including demolition for access, removal, disassembly, transportation, reinstallation, reconstruction, retesting and re-inspection as may be necessary to correct defective or nonconforming Work and to demonstrate that the previously defective work conforms to the Contract requirements, shall be borne exclusively by Contractor.

12.11 Minor, Inconsequential Defects.

Minor, inconsequential defects may be waived in writing by the Engineer, but the Engineer's failure or refusal to exercise such authority shall not be subject to a Claim by Contractor. If a waiver (whether minor or major, consequential or inconsequential) will result in an appreciable saving of costs to Contractor, including costs of Work in place and savings when compared to potential costs of rejection and replacement under this Paragraph, it will be made only upon an equivalent adjustment to the Contract Price.

12.12 Latent Defects.

Latent Defects are defects which are eventually revealed but were initially hidden or dormant and could not initially be discovered using ordinary and reasonable means of care during inspection. Contractor shall be responsible for the remediation of Latent Defects in accordance with Applicable Law.

12.13 Remedies for Defects after Final Acceptance.

Contractor's obligations regarding defects following Final Acceptance are set forth in Paragraph 6.17, except that Paragraphs 12.10 *Incidental Cost* and 12.12 *Latent Defects* shall apply after Final Acceptance.

Article 13. Payments to Contractor; Retainage; Offsets; Transfer of Title

13.01 Payments to Contractor.

- A. Basis for Progress Payments. The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period. Progress payments for Lump Sum Work will be based on cost of the Work completed by Contractor during the pay period.
- B. Applications for Payment.
 1. If applicable, and to the extent the provisions of this Article conflict with any provisions of the Special Conditions or to the extent that any provision of the Special Conditions provides more stringent, detailed or additional requirements, the provisions of the Special Conditions shall control.
 2. Within the times set forth in the Contract Documents or, if none, then by the 26th of each month, Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 3. No Application for Payment or progress payment shall be considered an approval or acceptance of any Work performed, Material, or Equipment furnished, nor considered a waiver by City of any terms of the Contract; however, title to all Equipment and Materials which has vested in City pursuant to Paragraph 13.04 *Title to Goods* shall not be part of Contractor's property or estate, unless otherwise specified by Applicable Law.
 4. All Applications for Payment and progress payments will be subject to correction in subsequent Applications for Payment or progress payments.
- C. Progress Payments.
 1. Upon review of each Application for Payment, the Engineer, subject to the provisions of the Contract Documents, shall recommend payment to Contractor for the Work completed, Materials and Equipment furnished, less the amount of all prior payments, all liquidated damages, and other amounts to be deducted or retained under the Contract.
 2. Contractor will be paid one hundred (100%) percent, less retainage, of the cost of Materials received and properly stored on the Site (or off-Site with Engineer's written permission) but not incorporated into the Work.
 3. Payments for Materials or Equipment stored on-Site shall be conditioned upon submission by Contractor of bills of sale or such other documentation 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.

4. Unless otherwise specified in the Contract Documents, no Application for Payment or progress payment needs to be made when, in the Engineer's judgment, the increment in the completed of Work performed and Materials and Equipment furnished since the preceding Application for Payment is less than Ten Thousand Dollars (\$10,000.00).
5. Unless otherwise specified in the Contract Documents, undisputed charges on an Application for Payment properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

D. Retention from Progress Payments. The amounts retained by the City from each progress payment shall be as follows:

1. Except as noted below, retainage of five percent (5%) of each progress payment (or five percent (5%) of the estimated gross value of the completed Work, as may be provided for in the Contract, for a Contract relating to the installation, extension, improvement, maintenance, or repair of any water or sewer facility).
2. At the discretion of the City and with the approval of Contractor, the retainage of each Subcontractor may be released separately as the Subcontractor completes its Work.
3. Upon receipt of written request from Contractor, the City may, in its sole discretion, reduce retainage to Contractor for payment of retainage to Subcontractors who have completed their Work. If such retainage is released, Contractor shall furnish the City with an affidavit certifying that all monies due the Subcontractor(s) have been paid. If the City determines that the released retainage has not been paid to the Subcontractor(s), the amount released shall be reinstated.
4. The City may, in its sole discretion, elect to reduce Contractor's retainage and that of Subcontractors who have not completed all their Work if the City believes it to be in the City's interest.
5. If reduced, the City may reinstate five percent (5%) retainage if it believes it necessary or desirable.
6. If, after discontinuing the retention, the City determines that the Work is unsatisfactory or has fallen behind schedule, retainage may be resumed at the previous level. If retainage is resumed, Contractor and Subcontractors shall be entitled to resume retainage accordingly.
7. At Substantial Completion of the Work and if Contractor reasonably believes the Work to be satisfactory to the City, Contractor may invoice for the outstanding retainage. If at that time there remains any incomplete Work, an amount equal to two hundred percent (200%) of the value of such Work, as determined by the City, shall be retained until such Work is complete.

- E. Final Release of Retainage. Prior to the final release of retainage, Contractor shall certify to the City, in writing, in a form satisfactory to the City, that all Subcontractors, materialmen, Suppliers, and similar Persons involved in the Contract, have been paid in full at the time of Final Payment to the Contractor, or will be paid in full utilizing the monies constituting Final Payment to Contractor.
- F. Additional Payment Conditions.
1. Progress Schedule. Unless otherwise directed by the Engineer, the submission and approval of a Progress Schedule, and periodic updates thereof, shall be an integral part and basic element of an Application for Payment, and Contractor shall only be entitled to progress payments as determined from the currently approved and updated Progress Schedule.
 2. No Liens; Offset Right. Contractor acknowledges that neither it nor any of its Subcontractors or Suppliers have lien rights on public property. 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 Contract have been fully paid before it shall demand Final Payment due or unpaid under this Contract. In case such evidence is not furnished, an amount necessary to meet the lawful claims of Subcontractors or Suppliers may be retained from any monies due or that may become due to Contractor under this Contract until the lawful claims aforesaid shall be fully discharged. It is also understood and agreed that the City assumes no obligation to pay such lawful claim out of any funds due or that may become due to Contractor out of the City's own funds.
 3. Payments to Subcontractors. Contractor shall promptly pay each Subcontractor upon receipt of payment from the City, out of the amount paid to 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 Contractor on account of such Subcontractor's Work. Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Subcontractors in similar manner.
 4. Disclosures to Subcontractors. 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 Contractor and the action taken thereon by the City on account of Work done by such Subcontractor.
 5. Retainage Upon Notice of Failure to Pay Subcontractors. Neither the City nor the Engineer shall have any obligation to pay or to see to the payment of any Subcontractor or Supplier, but may at its sole option, withhold payment from Contractor on account of claims of nonpayment by Subcontractors and Suppliers.
 6. Certification not Acceptance. No certification of an Application for Payment nor any Beneficial Occupancy by the City shall constitute an acceptance or approval of any Work not fully in accordance with the Contract Documents.

7. Payment not Acceptance. No payments made hereunder by City to Contractor prior to the Final Payment shall be deemed conclusive as to the actual value of the Work performed by Contractor or of Contractor's performance of the Contract.
8. Payments Constitute Trust Funds. Any and all funds paid to Contractor pursuant to this Contract 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(s) whose charges or claims for labor or Materials are unpaid, and the undisputed amount due to each respectively. The City, at its option, may also require the Contractor to furnish evidence of payment of Subcontractors and Suppliers in any form satisfactory to the City.
9. Joint Payment. 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. Contractor agrees to cooperate with the City in identifying the amounts due Subcontractors and Suppliers to facilitate the making of said joint payment.
10. Interest Due on Progress Payments. Should the City fail to issue any progress payment within sixty (60) Calendar Days of Approval of a monthly estimate of Work performed, Materials and Equipment furnished, annual interest on the payment amount may accrue at the Prime Rate, plus one percent (+1%). The Prime Rate shall be based on that published in the *Wall Street Journal* on the first Working Day of January or June, whichever has most recently passed, of the current year. Nothing stated herein shall invalidate any other conditions of progress payment approval.
11. Use of City Forms. Contractor agrees to execute such Application for Payment forms and release of claim forms as the City may require as a condition precedent to the City's obligation to make payment.
12. Waiver of Georgia Prompt Payment Act. This Article shall completely supersede the Georgia Prompt Payment Act as it relates to City payments and any modifications or successors to it to the full extent allowed by law. Contractor specifically waives the application to this Contract of Georgia Code Annotated §§ 13-11-1, 13-11-4, 13-11-7, and 13-11- 8.

G. Payments Withheld/Setoff.

In addition to setoff rights specifically set forth elsewhere in the Contract Documents, the City may decline to approve an Application for 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 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 Contract Price;
5. Damage or the reasonable expectation of damage to the City or another contractor;
6. Reasonable evidence that the Work will not be completed within the Contract Time;
7. Failure to carry out the Work in accordance with the Contract Documents;
8. Failure of Contractor to fully comply with any scheduling requirements set forth in the Contract Documents;
9. Failure to maintain the required Payment and Performance Bonds or equivalent City-approved securities;
10. Failure to comply with insurance and safety requirements;
11. Failure to keep current "As-Built" Records;
12. Adjustments being due from previous overpayment or audit; or
13. Failure of Contractor to comply with the requirements of the Contract Documents in connection with the Application for Payment process.

When the grounds in this Paragraph are removed, payment shall be made for amounts withheld because of them.

- H. Claims Against Contractor. If claims filed against Contractor connected with performance under this Contract, for which City may be held liable if unpaid (e.g. unpaid withholding and back taxes), are not promptly removed by Contractor after receipt of written notice from City to do so, City may remove such claims and deduct all costs in connection with such removal from withheld payments or other monies due, or which may become due, to Contractor. If the amount of such withheld payment or other monies due Contractor under this Contract is insufficient to meet such costs, or if any claim against Contractor is discharged by City after Final Payment is made, Contractor and its surety or sureties, if any, shall promptly pay City all costs incurred thereby regardless of when such claim arose or whether such claim imposed a lien upon City property.

13.02 Waiver and Preservation of Claims in Periodic Application for Payments.

Upon receipt of the amounts requested in any monthly Application for Payment, Contractor waives and releases any and all claims it may have against the City or the Engineer through the date of that Application for Payment, excepting those rights that Contractor may have in any retained amounts on account of labor or Materials, or both, furnished by Contractor and the unresolved claims, if any, enumerated in the Application for Payment. Contractor expressly warrants by submission of its periodic Application for Payment that all due and payable bills with respect to the Work have been paid to date or shall be paid from the proceeds of the Application for Payment. Unless Engineer directs otherwise, Contractor also warrants that waivers and releases from all Subcontractors and materialmen have been or will be obtained and delivered to the City in such form as to constitute effective waivers and releases of claims under all Applicable Laws. Upon receipt of payment of the amounts certified in the Application for Payment, Contractor does thereby waive, release, and relinquish any claims for additional compensation or an extension of Contract Time which Contractor has then or may have had arising out of the performance of the Work or the furnishing of the labor or Materials by Contractor through the date of the Application for Payment. This waiver and release applies to all facts, events, circumstances, changes, constructive or actual delays, acceleration, extra Work, disruption, interferences, impacts and the like, which have occurred or may be claimed to have occurred prior to the date of the Application for Payment, excepting only claims which are then currently unresolved for which written notice has previously been provided to the City and which Contractor specifically enumerates in its Application for Payment. Failure to so enumerate claims shall be a final waiver and relinquishment of such claims, whether or not such claims were previously submitted in accordance with Article 11.

13.03 Arrears to Offset Debt Against City.

- A. General. No money shall be paid by the City upon any claim, debt, demand or account whatsoever, to any Person, who is in arrears to the City for taxes, or any other debt or claim, and the City shall be entitled to counterclaim and/or offset any such debt, claim, demand or account in the amount of taxes so in arrears or other debts or claims of the City, and no assignment or transfer of such debt, claim, demand, or account after the said taxes are due or after any such debt or claim is asserted by the City, shall affect the right of the City to so offset the said taxes, debts, or other obligations against the same.
- B. Offset and Recoupment. Contractor agrees that the City shall be allowed to setoff and recoup any claim or demand that it may have against Contractor (or any of its constituent members if Contractor is a joint venture) whether such claim or demand is liquidated or unliquidated. Contractor further agrees that in the event it assigns or sells any amounts due or to become due under this Contract, notice to the City of such assignment or sale shall not affect the City's rights of setoff or recoupment against Contractor for claims subsequently arising on this Project or any other project. Any assignee or purchaser of any amounts due Contractor under this Contract shall be bound to these provisions and shall assume the risk of subsequently arising claims of setoff or recoupment.

13.04 Title to Goods.

- A. General. Where Contractor fabricates or purchases Equipment, Materials or other tangible items (collectively referred to as "Goods") for incorporation into the Work or any of its

separate parts, the title of such Goods shall be vested in City when the first of the following events occurs:

1. The Goods, or part thereof, is first identifiable as being appropriated to this Contract;
 2. When City pays for the Goods, or part thereof, in accordance with this Contract; or
 3. When the Goods, or part thereof, are dispatched to or from Contractor's fabrication yard or to the Site.
- B. Title to Bulk Goods. Title to standard Goods of the type usually bought in bulk such as reinforcement bars, piping Materials, non-tagged instruments and instrument installation Material, cable and similar items which are not incorporated into the Work shall revert to Contractor upon agreement by the City that such Goods are not required for the Work.
- C. Title to Excavated Materials. Unless otherwise specified in the Contract Documents, the title to water, soil, rock, gravel, sand, minerals, timber, and any other Materials developed or obtained in excavation or other operations of Contractor or any of its Subcontractors, and the right to use said Materials, or dispose of same, is hereby expressly reserved by City. Contractor may, at the sole discretion of City, be permitted, without charge, to use in the Work any such Materials, which meet the requirements of this Contract.
- D. Clear Title. Goods shall not be purchased by Contractor or by any Subcontractor subject to any chattel mortgage, security agreement, or under a conditional sales contract or other agreement by which any security interest is retained by the seller. Contractor warrants that it has good title to the Goods, free from all liens, claims or encumbrances.
- E. City's Right to Reject Goods. Transfer of title in the Goods will be without prejudice to City's right to reject the Goods in case of nonconformity with the requirements of the Contract Documents. Irrespective of transfer of title in the Goods, Contractor shall remain responsible for risk of loss or damage to Work in progress and all Goods until Final Acceptance. Contractor shall ensure that the above provisions are imposed upon its Suppliers and Subcontractors and shall execute all documents and take all steps necessary to vest title in accordance with this Paragraph 13.04 *Title to Goods*.

13.05 Payment for Off-Site Storage.

At City's sole discretion and with its prior written approval, Contractor may store Materials or Equipment to be incorporated into the Work at an off-Site City-approved location ("Off-Site Materials") and receive payment for such Off-Site Materials provided the following conditions are strictly satisfied:

- A. Contractor shall ensure that the Off-Site Materials are stored separately from items not belonging to the City and shall clearly and permanently mark such items as being intended for the Project and as being the City's property;

- B. Contractor shall provide an itemized bill of sale identifying (i) the Contract name and number (and task order number, if applicable), (ii) the storage location, (iii) list of items including their quantity, value and a description;
- C. Contractor shall provide consent of Contractor's surety to payment for the Off-Site Materials;
- D. Contractor shall provide certificates of insurance, acceptable to the City, covering the Off-Site Materials in storage and their transportation to the Site for the value of the Off-Site Materials at the amount shown on the bill of sale and listing the City as "Additional Insured";
- E. If the location does not belong to Contractor, Contractor shall obtain an acknowledgement from the owner of the storage location acknowledging that the Off-Site Materials are property of the City and that the City, or City's designee, may enter upon the location at any time to inspect the Off-Site Materials; and
- F. Contractor shall provide any additional documentation that the City may reasonably require to ensure the Off-Site Materials are properly stored and protected and the City's interest maintained, including without limitation a UCC-1 financing, warehouse receipt and inspections reports.

Article 14. Completion; Beneficial Occupancy

14.01 Substantial Completion.

- A. Notice of Substantial Completion.
 - 1. When Contractor considers the Work, or any portion of the Work under this Contract, to be Substantially Complete, Contractor shall notify Engineer, in writing, that such Work is Substantially Complete and ready for inspection. The Engineer may make an independent determination, in his or her reasonable discretion, that the Work, or portion thereof, is Substantially Complete and shall notify the Contractor, in writing, of such determination.
 - 2. Contractor shall include with its Notice of Substantial Completion a comprehensive list of items to be completed or corrected prior to Final Payment (the "Punch List"). Failure to include an item on the Punch List, shall not alter Contractor's obligation to complete the Work in strict accordance with the Contract Documents.
- B. Certificate of Substantial Completion. If upon inspection, Engineer determines that any item of Work, whether or not included on the Punch List, is not sufficiently complete in accordance with the Contract Documents such that City may occupy or utilize the Work or designated portion thereof for its intended use, Contractor shall complete or correct such item and shall restart the Notice of Substantial Completion process outlined in the immediately preceding Paragraph. When the Work or designated portion thereof is Substantially Complete, based on the Engineer's independent determination, the Engineer will issue a "Certificate of Substantial Completion" which will establish the date of Substantial Completion; establish responsibilities of the Parties for security, maintenance,

utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish any additional or remaining Work. Contractor will provide required regulatory or permit authority acceptance documentation for the Engineer's review at inspection.

- C. After Substantial Completion, Contractor shall promptly undertake completion of items on the Punch List, including items added by the Engineer. If so approved by Engineer, Contractor may continue to submit monthly Applications for Payment for completed Punch List items, following the progress payment procedures set forth above.

14.02 Beneficial Occupancy.

- A. Beneficial Occupancy. Upon written notice to Contractor, City may occupy or use any completed or partially completed portion of the Work. Such partial occupancy or use may commence whether or not the portion is complete. No such use nor occupation by City shall constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by the City of any terms of this Contract.
- B. Liability for Damage. Contractor shall not be liable for normal wear and tear or for repair of damage caused by any misuse during such occupancy or use by City. If such use increases the cost or time of performance of remaining portions of the Work, Contractor shall, pursuant to Article 9 be entitled to an equitable adjustment in its compensation or schedule. Damage caused by Contractor's acts or omissions during such use shall be remedied at Contractor's expense.
- C. Use of Unsatisfactory Work. If, as a result of Contractor's failure to comply with the provisions of this Contract, such use of completed portions of the Work proves to be unsatisfactory to City, the City shall have the right to continue such use until such portion of the Work can be taken out of service at the City's discretion for correction of defects, errors, omissions, or replacement; provided that the period of operations or use pending remedial action shall not exceed twelve (12) months.

14.03 Final Completion and Acceptance.

- A. Final Inspection. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is unsatisfactory, incomplete or not in conformity with the Contract Documents. Contractor shall take corrective action in accordance with the Paragraph 12.06 *Remedies for Defects Prior to Final Acceptance* and shall have the nonconforming Work re-inspected until all Contract requirements are satisfied.
- B. Notice of Final Acceptance. When the Engineer has inspected the Work and deemed it to be satisfactory, complete and in conformance with the Contract requirements, Engineer shall issue a Notice of Final Acceptance stating that to the best of the Engineer's knowledge, information and believe that the Work has been completed in accordance with the Contract Documents. Engineer's written Notice of Final Acceptance of the Work as a whole under this Contract shall be conclusive except with regard to Latent Defects, fraud, or such gross

mistakes as amount to fraud, or with regard to City's rights under Paragraph 6.17 *Warranty and Correction Period*.

14.04 Final Payment.

- A. After Contractor has, in the determination of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all required documents, Contractor may make application for Final Payment.
- B. Final Payment Conditions. Neither the Final Payment nor the retainage shall come due until Contractor submits to the Engineer:
 - 1. All documentation called for in the Contract Documents, including without limitation, final "As-Built" records (Paragraph 6.14.B), warranties, certifications, guarantees, manuals, instruction sheets and parts lists (Paragraph 6.04.D); and operations and maintenance manuals (Paragraph 6.13.E);
 - 2. Consent of the surety, if any, to Final Payment;
 - 3. Satisfactory evidence that all title issues have been resolved such that title to all Work, Materials, and Equipment has passed to City free and clear of any Liens or other title defects, or will so pass upon Final Payment;
 - 4. If applicable, 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;
 - 5. If required by Engineer, 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, 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, Contractor shall refund to the City all monies that the latter may be compelled to pay in discharging such lien or other indebtedness, including, without limitation, all costs, expenses, arbitration fees, reasonable attorneys' fees, expert fees, or consultant fees incurred in connection with same; and
 - 6. If applicable, 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.
- C. Waiver of Claims by Contractor Upon Final Payment. The acceptance of Final Payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified and enumerated by Contractor as unsettled at the time of the application for Final Payment. Failure to so enumerate unsettled claims shall be a final waiver and

relinquishment of claim, whether or not such claims were previously submitted in accordance with Article 11.

Article 15. Suspension of Work; Termination

15.01 Suspension of Work.

- A. Right to Suspend Work. Notwithstanding anything stated within the Contract to the contrary, the City may with or without cause order Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as the City may determine to be appropriate for the convenience of the City.
- B. Rights Upon Certain Unreasonable Suspensions. If the performance of the Work is suspended, delayed, or interrupted for an unreasonable period of time by an act of the City or Engineer in the administration of the Contract, or by failure of any one of them to act within the time specified in the Contract (or if no time is specified, within a reasonable time), or by any act of either of them which is attributable to their fault or neglect, adjustment shall be made in the Contract Time only for any extension in the time required for performance of the Work necessarily caused by such unreasonable suspension, delay, or interruption and the Contract modified, in writing, accordingly. However, no adjustment shall be made under this paragraph for any suspension, delay, or interruption for which an adjustment is provided or excluded under any other provision of the Contract 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 Contractor or excusable delays that are unforeseeable and not attributable to the fault or neglect of the City or Contractor and beyond the control of each of them. No request for a time adjustment under this paragraph shall be allowed unless it is presented in accordance with the provisions of Article 9 and compliance shall be a condition precedent to the right to a time adjustment.
- C. Damages Upon Suspension. Nothing contained in this Paragraph 15.01 authorizes the recovery of delay or impact damages, except as expressly authorized in this Contract; and compliance by Contractor with the Change Documents provision shall be a condition precedent to the right to any Contract adjustment on account of a suspension of the Work. Contractor expressly agrees that it shall not be entitled to any increase in the Contract Price or to any monetary damages on account of a suspension, delay, interruption, interference or impact, unless the notice, documentation, and pricing requirements of this Contract have been met.

15.02 Termination for Default and Insolvency.

- A. Termination by City for Default. In accordance with Code §2-1291(7), City may at its option, by giving written notice to Contractor, terminate this Contract or any applicable Task Order:
 - 1. for a material breach of this Contract by Contractor that is not cured by Contractor within seven (7) Business Days of the date on which City provides written notice of such breach;

2. immediately for a material breach of this Contract by Contractor that is not reasonably curable within seven (7) Business Days;
3. immediately upon written notice for numerous breaches of this Contract by Contractor that collectively constitute a material breach or reasonable grounds for insecurity concerning Contractor's performance; or
4. immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Contractor's obligations under this Contract or is in violation of any City Ethics Ordinance.

Without limiting the foregoing, Contractor will be considered to have materially breached the Contract if it (a) fails to provide a sufficient number of skilled workers; (b) performs Work which fails to conform to the technical requirements of the Contract Documents; (c) fails to make progress so as to endanger performance of this Contract; (d) abandons or refuses to proceed with any of the Work, including Modifications directed pursuant to Article 9; (e) 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 (f) disregards or fails to comply with Applicable Laws.

B. Termination by City for Insolvency. City may terminate this Contract immediately by delivering written notice of such termination to Contractor if Contractor: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) Business Days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

C. Effect of Termination for Default or Insolvency.

1. Reservation of Rights. Unless otherwise provided herein, termination of this Contract, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Contract, at law or in equity.
2. City's Rights Upon Termination of Default or Insolvency. Upon termination of this Contract for default or insolvency (to the extent permitted by Applicable Law), City may: (i) enter upon the Site and take possession of and utilize, for the purpose of completing the Work, all Materials, Equipment, facilities, Designs, Plans, data, licenses, and property of any kind furnished by Contractor and necessary to complete the Work, all of which Contractor hereby transfers, assigns and sets over to City for such purpose, (ii) take over the Work and prosecute the same to completion by contract, by Force Account, or by whatever means it deems

appropriate for the Project, and (iii) employ any Person to complete the Work and provide all of the required labor, services, materials, equipment and other items. In the event of such termination, Contractor shall (i) not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed in accordance with the Contract Documents and (ii) Contractor shall only be entitled to be paid for Work performed prior to its default. If City's cost and expense of completing the Work exceeds the unpaid balance of the Contract Price, then Contractor and its sureties shall be obligated to pay the difference to City. Such costs and expenses shall include the cost of completing the Work, costs and expense in connection with the re-procurement of Contract (including the cost of administration of any agreement awarded to other Persons for completion of the Work), and defense of claims arising from Contractor's default, and any related losses, damages, costs and expenses, including attorneys' fees, filing fees, expert fees, consultants' fees, arbitrator fees (if any), and prejudgment interest on all sums due, whether liquidated or unliquidated, at the maximum interest rate allowed by law.

3. Contractor Not in Default. If City improperly terminates this Contract for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Paragraph entitled "Termination by City for Convenience."
4. Disqualification. Contractor acknowledges and agrees that an appropriate termination for default is adequate grounds for Contractor's disqualification from future City contracts. This provision shall survive the expiration or termination of this Contract and any amendments to this Contract.

D. Default Without Termination.

1. The City shall further have the right to declare a default without terminating the Contract for default in whole or in part. In such event, the City shall have the right, at its sole discretion, to supplement Contractor's forces, if the City so chooses, and deduct the cost of same from the amounts otherwise due to Contractor. The City's failure to declare a default or terminate the Contract in whole or in part shall not determine whether Contractor is, in fact, in material breach of the Contract because the City shall also have the option to allow Contractor's defective performance to continue and collect such damages as the City may incur from Contractor and its surety.
2. In the event that the City incurs costs or expenses in performing or completing any portion of Contractor's Work, the City's actual damages shall, at the City's discretion, include a fee up to fifteen percent (15%) of the actual costs for performing such Work. Such fee shall be computed on the actual costs incurred by the City for labor, Materials, Equipment, Services, administrative and personnel costs and additional design and professional consulting fees, as a result of Contractor's default.

15.03 Termination for Convenience.

- A. In accordance with Code §2-1291(8), City may, at any time, upon ten (10) Calendar Days written notice to Contractor, terminate all, or any portion of, the Work for convenience of the City. Such notice shall specify the extent to which the performance of the Work is terminated and the effective date of such termination.
- B. If the City terminates all, or any portion of, the Work for convenience, then the City shall only be liable to Contractor for those costs reimbursable to Contractor in accordance with Paragraph 15.03.C; provided, however, that if it reasonably appears to the City that Contractor would have sustained a loss on the entire Contract had it been completed, no profit shall be included or allowed hereunder and an appropriate adjustment shall be made reducing the amount of settlement so that Contractor's loss on the portion of the Contract it did perform is proportioned, from a percentage completion basis, to the loss Contractor would have sustained on the entire Contract. In no event shall Contractor be entitled to anticipated profit on work not performed. Contractor shall, however, be entitled to any profit earned on the Work performed to date, but Contractor acknowledges: (1) that unit rates may be subject to adjustment, either upward or downward, based upon the variation in estimated quantity provisions of this Contract, and (2) if the City determines that Contractor's schedule of values was materially unbalanced (or "front-end loaded"), payments previously made to Contractor shall be refunded to the City or withheld from amounts otherwise due to Contractor. The intent of this Paragraph is to avoid any Contractor windfall at the City's expense while at the same time preserving the benefit of the bargain, either positive or negative, for Contractor.
- C. Waiver and Compensation. In the event of termination for convenience, Contractor waives any claims for damages including loss of anticipated profits. As Contractor's sole right and remedy, City shall pay Contractor the amounts determined by the Engineer as follows:
 1. To the extent not previously paid for, Contractor shall be paid, for the actual costs incurred for the Work completed to date, including items such as mobilization and General Conditions Costs. The Contractor must provide detailed accounting, including invoices, receipts, and other supporting documentation, to substantiate these actual costs;
 2. To the extent not previously paid for, and to the extent that the Contract Documents call for payment on the basis of unit rates, Contractor shall be paid for all Work actually performed at the unit rate established in the Contract Documents, with such adjustment, if any, as may be required either upward or downward by the variation in estimated quantity provisions applicable to unit rates under the Contract; and
 3. The reasonable costs of settlement, including accounting, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the Contract 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 Contract. This amount shall not include any attorneys' fees or other legal costs or claim preparation costs or expert or consulting fees, and Contractor shall not be entitled to recovery or compensation

of any such costs or fees under any circumstances.

- D. Proposal for Compensation. Contractor shall submit within thirty (30) Calendar Days after receipt of a notice of termination for convenience, a written statement setting forth its proposal for an adjustment to the Contract Price to include only the categories of incurred costs described in this Paragraph 15.03. City shall review, analyze, and verify such proposal, negotiate an appropriate adjustment, and modify the Contract by Change Order accordingly.
- E. Incorporation into Subcontracts. Contractor shall specifically require its Subcontractors and Suppliers and those with whom they contract to agree to the provisions of this Article governing termination for convenience. In no event shall the City be responsible for anticipated profit on work not performed or “restocking charges.” The City’s potential liability for convenience termination costs shall be based on work actually performed and costs actually incurred, provided that the termination shall not in any event transform a Contractor or Subcontractor’s probable net loss position into a profitable or “cost plus” recovery.

15.04 Termination for Lack of Appropriations.

The City’s financial obligations for the Agreement are contingent upon sufficient funding for the Contract being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City. Pursuant to O.C.G.A § 36-60-13(a)(1), this Contract shall terminate absolutely and without further obligation on the part of the City upon funding not being appropriated for the Contract.

15.05 General Termination Provisions.

- A. Contractor’s Responsibilities Following Termination. Upon termination for default, convenience, lack of appropriations, or insolvency (as allowable under Applicable Law), and except as otherwise directed by the City, Contractor shall:
 - 1. Immediately discontinue the Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts for Materials, Equipment, services, or facilities, other than as may be required for completion of such portion of the Work that is not terminated;
 - 2. Promptly obtain assignment or cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals, or any other agreements existing for the performance of the terminated Work or assign those agreements as directed by City;
 - 3. Preserve all Materials, Drawings, records and Plans at the Site of the Work until notified, in writing, of those items that will be used in completing Work;
 - 4. Assist the Engineer in making an inventory of all Materials and Equipment in storage at the Site of the Work, in route to the Site of the Work, in storage or manufactured at other locations, and on order from Suppliers;

5. Assist Engineer in the maintenance, protection, and disposition of Work in progress, plant, tools, Equipment, property, and Materials acquired by Contractor or furnished by City under this Contract;
 6. Settle all outstanding liabilities and all claims arising out of such termination of purchase orders and subcontracts, with the Approval or ratification of the City to the extent the Engineer may require, in accordance with the provisions of this Contract;
 7. 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 Contractor for the performance of such portion of the Work as has 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, including as-built information;
 8. If so requested by the City, use best efforts to sell for the benefit of the City, 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 Paragraph 15.05.D.7 above; provided, however, that Contractor:
 - a. Shall not be required to extend credit to any buyer; and
 - b. May re-acquire 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 Contractor under this Contract or shall otherwise be credited to the price or cost of the Work covered by this Contract or paid in such other manner as the City may direct;
 9. Complete performance of such portion of the Work which is not terminated in accordance with the scheduled Milestones and Contract completion dates.
 10. Take such action as may be necessary, or as the City may direct, for the protection and preservation of the property related to the Contract, which is in the possession of Contractor and in which the City has or may acquire an interest.
- B. Preservation of Records. Contractor shall preserve and make available to the City, at all reasonable times at the office of Contractor, but without direct charge to the City, all its books, records, documents and other evidence bearing on the costs and expenses of Contractor and any Subcontractor or Supplier under the Contract, and any photographs,

microphotographs, or other authentic reproductions thereof and City shall have the right at any time to audit the same.

C. Considerations for Amounts Due Contractor Upon Default. In arriving at any amount due Contractor for any termination, there shall be deducted:

1. All unliquidated advances or other payments on account theretofore made to Contractor applicable to the terminated portion of this Contract;
2. Any claim which the City may have against Contractor;
3. Such claim as the Engineer determines to be necessary to protect the City against loss because of outstanding or potential claims of any type or nature; and
4. The agreed price for, or the proceeds of sale of, any Materials, supplies, or other things acquired by Contractor or sold, pursuant to the provisions of Paragraph 15.05.D.8 above and not otherwise recovered by or credited to the City.
5. Contractor shall refund to the City any amounts paid by the City to Contractor in excess of Contractor's entitlement specified hereunder.
6. The City may, at its option, have costs audited and certified by independent certified public accountants selected by the City.
7. Contractor shall be entitled to only those damages and that relief from termination by the City as specifically provided hereunder.

Article 16. City Required Provisions.

16.01 Copyrights and Rights in Data.

In accordance with Code §2-1295, City shall have the right to any Plans, Drawings, Specifications, computer programs, technical reports, operating manuals and similar Work Products developed and paid for under this Contract.

16.02 City Code of Atlanta Ordinances.

Contractor shall be bound by the provisions of the City of Atlanta Code of Ordinances. It is Contractor's responsibility to be aware of and adhere to all existing or future ordinances that are in effect during the performance of this Contract.

16.03 Compliance with Federal Requirements.

In accordance with Code §2-1109, when the procurement or real estate transaction involves the expenditure of federal assistance or contract funds, the procurement or real estate transaction shall be conducted in accordance with any Applicable Law. Notwithstanding, where federal assistance or contract funds are used in a procurement or real estate transaction, requirements that are more restrictive than federal requirements shall be followed.

16.04 Unauthorized Goods or Services.

Contractor acknowledges that this Contract and any changes to it by amendment, modification, Change Order, or other similar document may have required, or may require, the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Contractor is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Contractor's provision of Goods or Services to the City under an unauthorized contract, amendment, modification, Change Order or other similar document, including the possibility that the Contractor may be precluded from recovering payment for such unauthorized goods or Services. Accordingly, Contractor agrees that if it provides Goods or Services to the City under a contract that has not received proper legislative authorization, or if Contractor provides Goods or Services to the City in excess of the any contractually authorized Goods or Services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized Goods or Services provided by Contractor. Contractor assumes all risk of non-payment for the provision of any unauthorized Goods or Services to the City, and it waives all Claims to payment or to other remedies for the provision of any unauthorized Goods or Services to the City, however characterized, including, without limitation, all remedies at law or equity.

16.05 Contingent Fees Prohibited.

In accordance with Code § 2-1485, 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 Contract; 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 Contract. 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 Contract without liability and, at its discretion, to deduct from progress payments, the Final Payment or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

16.06 Ethics in Contracting.

A. Prohibition Against Contracting with Predatory or High Cost Lenders. By execution of this Contract, Contractor, or its authorized agent, certifies, under penalty of perjury, that this Contract is made by a Person that is neither a predatory lender nor a high-cost lender, nor is Contractor an affiliate of a predatory lender or a high-cost lender, as defined by Code § 58-102. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor. Any Person that provides a false affidavit shall be subject to any or all of the following penalties:

1. Withholding of ten percent (10%) of all future payments under the involved contract until it is determined that the Person is in compliance with this Paragraph.
2. Withholding of all future payments under the involved contract until it is determined that the Person is in compliance with this Paragraph.
3. Termination of the Contract.

- B. Fraud and Misrepresentation. Any written or oral information provided by Contractor, directly or indirectly related to the performance of the Services required by this Contract, constitutes material representations upon which the City relies for the requirements of the Contract and compliance with Applicable Laws. Contractor agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Contractor further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Contract, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the **Integrity Line 1-800-884-0911**. Contractor agrees to place signage provided by the City regarding the Integrity Line at the location to which Contractor employees report to perform the Services required by this Contract. Contractor acknowledges and agrees that a finding of fraud or other impropriety on the part of Contractor or any Contractor personnel may result in suspension or debarment of Contractor; and the City may pursue any other actions or remedies that the City may deem appropriate. Contractor agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

- C. Gratuities and Kickbacks. In accordance with Code § 2-1484, it shall be unethical for any Person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another Person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation there for. Additionally, it shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a Subcontractor under a contract to the prime contractor or higher tier Subcontractor or any Person associated therewith as an inducement for the award of a subcontract or order.

- D. Lobbyist Requirements. Pursuant to the Georgia Government Transparency and Campaign Finance Act (O.C.G.A. §21-5-1 et. seq.), Service Provider shall not engage in lobbying unless it has registered with the Georgia Government Transparency & Campaign Finance Commission. Service Provider shall comply with all applicable provisions of the Georgia Government Transparency and Campaign Finance Act, including without limitation filing supplemental registrations, renewing its registration annually and filing all required disclosure reports.

- E. Conflicts of Interest. Contractor shall immediately notify City, in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of the Services or in the fulfillment of the requirements of this Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

16.07 Labor Trafficking Prohibitions.

- A. Pursuant to O.C.G.A. § 16-5-46, Contractor agrees that Contractor, its employees, directors, officers, owners, Subcontractors, vendors, Suppliers, agents and affiliates shall not engage in human trafficking including, but not limited to: (a) using forced labor, (b) engaging in misleading or fraudulent recruitment practices, (c) charging recruitment fees, (d) destroying, concealing, confiscating, or otherwise denying employee access to the employee's identification documents, (f) failing to provide an employment agreement (if required) in an employee's native tongue and prior to the employee's departure from his/her place of origin. Contractor agrees to cooperate fully with and provide reasonable access to any agency or governmental authority conducting investigations into actual or alleged violations of this Paragraph, self-report activities that are inconsistent with or otherwise violate the provisions of this Paragraph or any other Applicable Law.
- B. Contractor agrees that Contractor, its Subcontractors, vendors and Suppliers shall create and post a formal compliance plan at (a) at any and all locations at which Contractor engages in business and/or locations at which Contractor may have employees on Site and/or (b) on any website owned by or maintained for the benefit of Contractor. Contractor agrees to maintain a formal compliance plan including, as appropriate an employee awareness program about United States and State of Georgia anti-trafficking policy and preventative procedures. Contractor and each Subcontractor must formally certify it has a compliance plan in place, due diligence was conducted, the absence of misconduct, and that, if misconduct was observed, that appropriate remediation and referral actions were taken.
- C. Any violation of the provisions contained herein, in whole or in part, may result in (a) suspension of this Contract and/or any other existing agreements with Contractor and/or any current or future payments or compensation required pursuant to this Contract, (b) termination of this Contract or any existing, pending or future agreements with Contractor, (c) debarment, as defined under 48 C.F.R. 9.406-2, Code §2-1623 and/or (d) any other claims, actions, remedies, judgments, fees or costs as allowed in accordance with any Applicable Law, now or hereafter in effect.

16.08 Illegal Immigration Reform and Enforcement Act.

For the entire duration of this Contract, Contractor must comply with the Illegal Immigration Reform and Enforcement Act of 2011 (O.C.G.A. §13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Contractor's Subcontractors and sub-Subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's Subcontractors and sub-Subcontractors that perform all or part of the Services in this Contract. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

16.09 City Equal Employment Opportunity ("EEO") Provision.

Contractor shall comply with Code §§ 2-1200 and 2-1414 as follows during the performance of the Contract:

- A. 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. Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.
- B. Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.
- C. Contractor shall send to each labor union or representative of workers with which Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of Contractor's commitments under the equal employment opportunity program of the City and under the Code 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 U.S. Bureau of Apprenticeship and Training.
- D. Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code, and shall permit access to the books, records, and accounts of Contractor during normal business hours by 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 the EEO provisions herein, including penalties and sanctions for noncompliance; provided, however, that in the event Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will enter into such litigation as is necessary to protect the interest of the City and to effectuate the equal employment opportunity program of the City; and, in the case of contracts receiving federal assistance, 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 its Subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of Contractor and its Subcontractors.
- G. Contractor shall include these EEO provisions in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor, Supplier and 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 contract until it is determined that Contractor or Subcontractor is in compliance with the provisions of the Contract;
 2. Refusal of all future bids or proposals for any contract with the City or any of its departments or divisions until such time as Contractor or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code;
 3. Cancellation of the Contract; or
 4. In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the Contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within Applicable Law, of Contractors, Subcontractor or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

Article 17. Miscellaneous

17.1 Assignment. Neither this Contract, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent shall be void ab initio.

17.2 Independent Contractor. Contractor is an independent contractor of City, and nothing in this Contract shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party. Contractor shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any Subcontractor and City. Contractor shall perform the Work hereunder in accordance with its own methods subject to compliance with this Contract.

17.3 Non-Waiver. The failure of the City to enforce at any time or for any period of time any one or more of the provisions of the Contract Documents; failure or delay to exercise any rights or remedies provided herein or by law; failure to properly notify Contractor in the event of breach; the acceptance of, or payment for, any Goods, Materials, Equipment or Work hereunder; or the review or failure to review designs shall not release Contractor from any of the warranties or obligations set forth in this Contract and shall not be construed to be and shall not be a waiver of any such provision or provisions or of the City's right thereafter to enforce each and every such provision and this Contract shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or waiver of this Agreement will be binding on City unless executed in writing by the City Authorized Representative.

17.4 Notices.

- A. Delivery. All notices, demands, consents, approvals and requests given by either Party to the other under this Contract shall be in writing and may be delivered by: (i) regular mail, postage prepaid; (ii) certified or registered mail return receipt required; (iii) facsimile or electronic mail with a copy sent by another means specified in this Paragraph or (v) hand or courier delivery courier with signature receipt, to the respective Parties as set forth in the Paragraph of the Agreement entitled "Notices."
- B. Receipt. Properly addressed notices shall be deemed delivered when: (a) received by hand or via courier with signature receipt; (b) received by overnight delivery or certified mail with signature receipt required (c) when received by confirmed facsimile or electronic mail with a copy sent by another means specified in the Paragraph immediately above.
- C. Change of Address, Email or Facsimile Number. Either Party may, at any time, change its respective address, email, or facsimile number by sending written notice to the other Party of the change by registered or certified mail, postage prepaid, to the respective addresses set forth in the Contract.

17.5 Obligation to Perform. Contractor shall carry on the Work and adhere to the approved Progress Schedule notwithstanding any Dispute or disagreement 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.

17.6 Contingent Assignment. Effective as of any termination of the Contract, Contractor hereby assigns to City all of Contractor's interest in those subcontracts and purchase orders entered into by Contractor prior to termination, if the City specifically requests such an assignment by written notice. All subcontracts 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.

17.7 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 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 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 Contract Documents and at law, may terminate the Contract 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.

17.8 Covenant Not to Sue. Should the City elect to terminate the Contract for default as provided herein, then 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 Work as defined

under the Contract Documents. If 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 Contractor's termination by the City was motivated by fraud and bad faith and was without justification of any kind

17.9 Contractor's Remedies. Contractor agrees that it can be adequately compensated by money damages for any breach of this Contract 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 Contract Documents entitling Contractor to cancel or rescind the provisions of this Contract or (unless the City shall so consent or Direct in writing) to suspend or abandon performance of all or any part of the Work. Contractor hereby waives any and all rights and remedies to which it may otherwise be or become entitled, save only its right to money damages.

17.10 Severability. In the event that any provision of this Contract or the Contract Documents is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and shall not affect the validity of other provisions of this Contract that shall remain in full force and effect.

17.11 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Contract.

17.12 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Contract.

17.13 Survival. Any provision of this Contract which contemplates performance or observance subsequent to any termination or expiration of this Contract or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.

17.14 Third Party Beneficiaries. This Contract is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

17.15 Cumulative Remedies. Except as otherwise provided herein, all rights and remedies under this Contract are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

17.16 Entire Agreement. Each of the Parties hereto agrees and represents that the Contract Documents comprise the full and entire agreement between the Parties affecting the Work contemplated, that no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by this Contract. This Contract may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Contract Documents.

EXHIBIT F
GDOT SPECIFICATIONS

EXHIBIT F:

GDOT Specs & Bridge Manuals

Work performed under this Work Order shall be constructed in accordance with the approved engineering drawings and details and the Georgia Department of Transportation (GDOT) construction standards and the following which are incorporated herein by reference.

- **GDOT 2021 Standard Specifications**
- **2024 Supplemental Specifications**
- **GDOT Bridge Maintenance Manual (2012)**

EXHIBIT G
SPECIAL PROVISIONS

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

FULTON COUNTY

PROJECT NUMBER: 4141

SECTION 108 - PROSECUTION AND PROGRESS

Retain Sub-Section 108.08 as written and add the following:

108.08. Failure to Delay in Completing Work on Time

C: Intermediate Completion

An overall Completion Date is established for this Project.

For this project the following items of work and corresponding intermediate time are required:

1. Traffic on Centennial Olympic Park Drive shall be always maintained a minimum of one lane in each direction during construction.
2. Phase I (Span 1 – 20): Work shall commence on April 14, and time charges begin the day traffic control devices are implemented in place and continue until June 10 the completion of all bridge work between span 1 – 20 and the roadway is re-opened to safe and convenient use for the traveling public.
3. Phase II (Span 21 – 30): Work shall commence on July 25, and time charges begin the day traffic control devices are implemented in place and continue until September 6 the completion of all bridge work between span 21 – 30 and the roadway is re-opened to safe and convenient use for the traveling public.

D. Restrictive Work Hours

1. Failure to re-open travel lanes on Centennial Olympic Park Drive as specified in Special Provision Section 150.6.A will result in the assessment of liquidated damages in the amount of \$1000.00 per hour or portion thereof.

E. Atlanta Falcons Home Football Games

Failure to comply with the work restrictions listed in Special Provision Section 150.6. will result in the assessment of liquidated damages in the amount of \$5,000 per calendar day or portion thereof.

The above rates are cumulative and are in addition to any Liquidated Damages which may be assessed for failure to complete the overall project.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION**

COUNTY: FULTON COUNTY

PROJECT NUMBER: 4141

Section 150 – Traffic Control

Delete Subsection 150.6 and add the following:

150.6 Special Conditions

A. Lane Closures

1. Traffic on Centennial Olympic Park Drive shall be always maintained a minimum of one lane in each direction during construction.

B. Changeable Message Signs

1. The Contractor shall provide four (4) changeable message signs for use as needed. Cost for changeable message signs shall be paid for under Pay Item 632-0003 Variable Message Sign, Portable, Type 3. 108.08.C.

C. Cooperation Between Contractors

1. The Contractor shall be aware that other adjacent projects may be underway during the duration of this project. See Subsection 105.07 for additional information.

D. Atlanta Falcons Home Football Games

1. The Contractor shall not install lane closures, pace traffic or move equipment or materials that interfere with traffic three hours prior to and two hours after Atlanta Falcons home football games. It is the responsibility of the Contractor to verify the schedule and plan The Work accordingly.

**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA
SPECIAL PROVISION
FULTON COUNTY
PROJECT NUMBER: 4141**

SECTION 449 – Bridge Deck Joint Seals

Add the following Subsections to Section 449:

449.1 General Description

- A preformed silicone joint seal, or

449.1.03 Submittals

C. Submissions for Preformed Silicone Joint Seal

The following Preformed Silicone Joint and Adhesive may not be used on this project under this Special Provision 449: Wabo®SPS, and Wabo®Sil Caltrans.

449.2 Materials

J. Preformed Silicone Joint Seal and adhesive.

- The preformed silicone joint seal shall as a minimum:
 - Be held in place by a non-sag, high modulus silicone adhesive.
 - Be compatible with the following header material: Concrete, Elastomeric Concrete, Epoxy, and Steel.
 - Withstand the effects of vertical and lateral movements, skew movements and rotational movement without adhesive or cohesive failure.
- The depth of the joint seal shall be recessed below the riding surface throughout the normal limits of joint movement.
- Resistant to ultraviolet rays.
- Resistant to abrasion, oxidation, oils, gasoline, salt, and other materials that may be spilled on or applied to the surface.

Ensure the joint meets the following physical properties:

Test	Requirements	Test Method
Hardness Type A durometer	53 $\pm$ 5	ASTM D 2240
Tensile Strength (min)	550 psi (3.8 Mpa)	ASTM D 412
Elongation at break (min)	350%	ASTM D 412
Tear Strength (min)	80 lb/in (92 kg/cm)	ASTM D 624
Compression set (max)	30% at 350o F	ASTM D 395
Operating temp range (min)	-60° F to 450° F (51° C to 232° C)	

The adhesive shall also have the following properties:

Test	Requirements	Test Method
Sag/flow (max)	3/16" (4.8 mm)	ASTM C 639
Hardness	23 $\pm$ 3	ASTM C 661
Tack free time (max)	30 minutes	ASTM C 679
Skin over time (tooling Time) (max)	5 minutes	AT 75° F/50% RH
Cure through to 1/4" thickness (max)	16 hours	AT 75° F/50% RH
Resistance to UV	No Degradation	ASTM C 793
Peel Adhesion to substrates (min)	50 lb/in (58kg/cm)	ASTM C 794

449.3.03 Preparation

A. Surface Preparation

2. Preparation for Joint Seal

Remove: "Saw-cutting of the concrete deck may be necessary to provide an acceptable attachment surface for the joint seal".

449.3.05 Construction

H. Preformed Silicone Joint Seal

1. After the concrete, elastomeric concrete, or epoxy header material has developed enough strength to be traffic ready, remove the temporary joint filler (when called for) and thoroughly clean the joint faces of all joint filler.
2. Remove all residue from the joint by lightly sandblasting the interior faces of the joint header. Prior to silicone joint seal installation, ensure surfaces are completely dry and all recommendations of the manufacture have been completed.
3. Clean the preformed silicone joint seal prior to installation by wiping it down with a cloth saturated with denatured alcohol.
4. The Contractor at no additional cost to the Department, may install a filler material in the joint below the preformed silicone joint seal to support the seal while the adhesive cures. The filler material shall meet Georgia Standard Specifications 833.2.06.A.2 "Bond Breakers", or as specified in plan detail.
5. Apply a 3/8" thick bead of adhesive along both sides of the joint at the depth recommended by the manufacture.
6. Position the joint seal to the proper depth and profile according to manufacture recommendations.
7. Apply a bead of adhesive along the top side of the joint on each side as recommended by the manufacturer.
8. Tool the adhesive twice to insure complete contact with the vertical edge.
9. Use of unapproved waterproofing materials and practices not recommended by the joint seal manufacturer to seal post installation leaks is prohibited.

449.3.07 Contractor Warranty and Maintenance

Transmit a copy of the manufacture's standard five-year performance warranty on each installation to the ATLDOT Bridge Maintenance Unit and the Contractor.

The Contractor by acceptance of the work described in this Specification, shall guarantee, to replace defective joint installations due to adhesive or cohesive failure, and failure under normal traffic for a period of (3) three years. Commence the (3) year period on the date of the acceptance of the work. This guarantee shall cover all labor and materials required by the Department to satisfactorily repair and replace defective bridge joints. Transmit a copy of this agreement to the ATLDOT Bridge Maintenance Unit.

449.5 Payment

Payment will be made under:

Item No. 449	Prefomed Silicon Joint Seal, Bridge No. - _____ Bent No - _____	Per Linear Foot (meter)
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**DEPARTMENT OF TRANSPORTATION
STATE OF GEORGIA**

SPECIAL PROVISION

FULTON COUNTY

PROJECT NUMBER: 4141

Section 519 –Concrete Bridge Deck Overlay

Add the following:

519.1 General Description

This work consists of the construction of a Latex Modified Concrete (LMC) bridge deck overlay of an existing concrete bridge deck including the partial depth removal of the existing concrete bridge deck using hydrodemolition. This work also includes the removal and replacement of any unsound concrete and furnishing of all material, labor and equipment necessary to perform the work in accordance with the Specifications and Plan details.

519.1.01 Definitions

General Provisions 101 through 150.

519.1.02 Related References

A. Related Specifications

[Section 449](#)

[Section 500](#)

[Section 510](#)

[Section 528](#)

B. Related Documents

ASSHTO T22

ASTM C192

ASTM C685

ACI 308

519.1.03 Submittals

Submit a mix design for approval to the Office of Materials. Include the material sources, actual quantity of each ingredient, slump, air, concrete temperature and laboratory results demonstrating the ability of the design to meet the requirements shown in Table 1–Concrete Mix Requirements.

Prepare and test at least 8 cylinders according to ASTM C192 and AASHTO T22 to ensure the demonstrated laboratory compressive strength at 24 hours exceeds the minimum acceptance strength (X). Make the specimens from two or more separate batches with an equal number of cylinders made from each batch. The minimum acceptance strength is:

$$X = f'c + 500 \text{ psi } (X = f'c + 3.4 \text{ MPa})$$

Where, $f'c$ is the required minimum compressive strength at 24 hours as shown in Table 1—Concrete Mix Requirements.

519.2 Materials

Meet the requirements of the Standard Specifications for all materials.

Table 1—Concrete Mix Requirements	
Materials	Requirement
Type I ¹ or Type III Portland Cement, minimum	750 lbs/cubic yard (445 kg/ cubic meter)
Coarse Aggregate Size No.	7
Water/Cement Ratio, maximum	0.40
Slump Limits (Jobsite), maximum	7 in. (180 mm)
Air Acceptance Limits (Jobsite)	3.5 to 7.5%
Latex Admixture ² , maximum	24.5 gals/ cubic yard (121.2 L/ cubic meter)
Compressive Strength (Jobsite) @ 24 hours, minimum	3000 psi (20 MPa)
1. An additional 10 percent cement is required when using Type I cement. 2. The latex admixture shall contain a minimum of 48% solids. All non-solids in the Latex admixture are considered part of the total water.	

Manufacture concrete for LMC overlays in accordance with Section 500 of the Specifications and as specified herein.

519.2.01 Delivery, Storage and Handling

Store all materials to prevent damage from the elements and to insure the preservation of its quality and fitness for the work.

Do not use materials exposed to flame.

Inspect all stored materials prior to their use in the work. Ensure all stored materials meet Contract requirements at the time of use, regardless of acceptance before storage.

Remove any rejected material from the worksite immediately upon discovery. Replace all rejected material at no additional cost to the Department.

519.3 Construction Requirements

519.3.01 Personnel

General Provision 101 through 150.

Utilize a latex manufacturer who will provide an on-site technical representative during the proportioning, mixing, placing and finishing of the overlay. Obtain, maintain, and cooperate with the latex manufacturer's on-site technical assistant during the proportioning, mixing, placing and finishing of the overlay.

519.3.02 Equipment

General Provisions 101 through 150.

A. Hydrodemolition Equipment

Use high-pressure water blasting (hydrodemolition) equipment designed specifically for concrete removal to remove concrete from the existing deck to be overlaid. Ensure hydrodemolition equipment meets the following:

1. The hydrodemolishing equipment consists of filtering and pumping units operating in conjunction with a remote-controlled robotics device.
2. The equipment operates at a noise level of less than 90 decibels at a distance of 66 ft. (20 m) from either the powerpac unit or the remote robot.
3. The equipment is capable of working 24 hours per day.

Provide an external water source for use in the hydrodemolition operations. Do not draw water from any waterway for use in construction. During the hydro-demolition operations, furnish protective platforms in accordance with Section 510 of the Specifications to prevent material and debris from falling into the waterway or roadway. Furnish, install and maintain erosion control measures, approved by the Engineer, to contain and filter run-off from hydrodemolition operations. Prevent all debris, runoff or other materials from entering any waterway.

B. Mixer

The proportioning and mixing equipment shall be self-contained, mobile, continuous mixer capable of meeting Subsection 500.3.02.B, "Volumetric Proportioning Equipment", ASTM C 685 and the following requirements:

1. Provide a self-propelled mixer having the capability to carry sufficient unmixed dry bulk cement, fine aggregate, coarse aggregate, admixtures, latex emulsion and water in separate compartments, and to produce no less than 6 cubic yards (4.6 m³) of concrete on site. The mixer shall be equipped so the cement, fine aggregate, coarse aggregate, latex emulsion and water can be fixed at calibration of the mixer, and thereafter shall not be changed without approval by the Engineer.
2. Provide a mixer equipped with a ticket printout, a recording meter visible at all times, and capable of measuring cement introduced into the mix. The metering device shall be readily accessible and accurate to within ± 1 percent.
3. The mixer shall provide control of the flow of water and latex emulsion into the mixer chamber. The latex admixture supply portion of the mixer shall be equipped with a cumulative-type meter which can be read to the nearest 0.1 gal (0.4 L) or 1 lb (0.5 kg). The water supply portion of the mixer shall be equipped with a flow meter or suitable device for calibrating the water supply, and a cumulative-type water meter which can be read to the nearest 0.1 gal (0.4 L) or 1 lb (0.4 kg). The latex and water meters shall be readily accessible and accurate to within ± 1 percent. The mixer shall be capable of continuously calculating or mechanically agitating the latex emulsion and shall have a flow through screen between the storage tank and discharge. The screen shall be the type that can be cleaned.
4. Provide an approved method for adding the air-entraining admixture and the water-reducing admixture. Keep the admixtures separated when adding.
5. Provide a mixer having a scalping screen over the fine aggregate bin to screen out mud balls, cemented or conglomerated lumps, or any other oversize materials which could interrupt the flow of fine aggregate during proportioning.
6. The contractor shall calibrate the mixer prior to the start of Work. Recalibrate the mixer thereafter at least once during each 50 yd³ (38 m³) production if yield checks indicate recalibration is necessary and at any other times the Engineer deems necessary to ensure proper proportioning of the ingredients. The mixer shall be capable of being calibrated to automatically proportion and blend all components on a continuous or intermittent basis as required by the finishing operation, and shall discharge mixed material through a conventional chute directly in front of the finishing machine.

Keep the mixer clean and free of partially dried or hardened materials at all times. Mixer shall consistently produce a uniform, thoroughly blended mixture within the specified air content and slump limits. Malfunctioning mixers will be immediately repaired and recalibrated or replaced with acceptable units.

C. Placing and Finishing

Include hand tools for placement and brushing-in freshly mixed latex modified concrete and for distributing it to approximately the correct level for strike-off with the screed.

Provide an approved finishing machine for finishing large areas of work meeting the following requirements:

1. Provide a self-propelled finishing machine capable of forward and reverse movement under positive control. Make provisions for raising all screeds to clear the screeded surface for traveling in reverse.
2. Provide a self-propelled finishing machine equipped with one or more rotating rollers, augers and 1500 to 2500 rpm vibratory pans may be used.
3. A suitable portable lightweight or wheeled work bridge shall be required and used behind the finishing operation.

519.3.03 Preparation

Removal of Existing Concrete

Remove concrete to a depth of 1 ½ in. (38 mm) below the existing concrete surface or as shown on plans. Remove concrete by the use of high pressure water blasting equipment designed specifically for this purpose. Provide equipment capable of providing a rough and bondable surface while removing deteriorated or non-deteriorated concrete, and cleaning any exposed reinforcing steel of all rust and corrosion by use of high velocity water jets acting under continuous automatic control.

Take all steps necessary to prevent cutting or otherwise damaging reinforcing steel, including any vertical stirrups, structural steel, and welded shear connectors projecting into the slab and designated to remain in place. If any such bars or shear connectors are damaged during removal operations, replace with members of equal strength, size and spacing as the existing, to the satisfaction of the Engineer at no additional cost to the Department.

Remove concrete in areas of the deck not accessible or otherwise convenient to hydrodemolition operations using conventional (jackhammer) removal methods. Perform such removal by power chipping or hand tools. Pneumatic hammers heavier than 15 lbs class (6.8 kg) [nominal], {(30 lbs) [13.6 kg] maximum} are not permitted. Do not operate pneumatic hammers and chipping tools at an angle exceeding 60 degrees relative to the surface of the deck slab.

Remove concrete debris by hand or by mechanical means immediately following the hydrodemolition process to prevent the debris from re-setting or re-adhering to the surface or remaining sound concrete. Exercise care to avoid any damage to the remaining sound concrete.

519.3.04 Operations of Equipment:

A. General Operations

Provide qualified personnel to supervise and operate the hydrodemolition equipment. Avoid removal of sound concrete outside the limits and below the depth indicated on the plans.

Provide lighting as required to allow for the safe conduct of night time removal operations. Position lighting to avoid hazardous glare in the direction of oncoming traffic. Obtain the Engineer's approval for lighting placement and configuration. Store and maintain, on the job site, an inventory of common wear parts and replacement accessories for the equipment adequate to assure routine maintenance tasks can be performed readily without undue project delay.

B. Run-off Water

Until its removal, contain all water runoff and residue caused by the hydrodemolition operation within the limits of the bridge deck. Submit to the Engineer for approval, a plan detailing containment and removal of the run-off water and slurry prior to beginning work. If satisfactory containment and removal of the runoff water or slurry is not being accomplished, discontinue operations until adequate containment and disposal methods are approved and employed during removal operations to the satisfaction of the Engineer.

Provide for the disposal of runoff water and residue generated by the hydrodemolition operation. Obtain any required permits and comply with applicable regulations concerning such water and residue disposal. Make provision for the safe handling of runoff water insofar as it may constitute a hazard on the adjacent or underlying traveled roadway surface. Repair all existing slopes and berm areas damaged by scouring water jet, runoff water, or other operations at no additional expense to the Department.

Provide protective platforms over areas of vehicular traffic when under portions of bridges where hydrodemolition takes place. See the Plans and Specifications for additional requirements.

C. Calibration

Prior to the commencement of the removal operation with hydrodemolition, calibrate the equipment on an area of sound concrete as designated by the Engineer. After calibration, move the equipment to an area of unsound concrete as designated by the Engineer to demonstrate the equipment can remove all unsound concrete and provide a highly rough and bondable surface by the established recorded settings.

Provide to the Engineer the following settings for verification:

1. Water pressure gauge

2. Machine staging control (step)
3. Nozzle size
4. Nozzle speed (travel)

Begin hydrodemolition surface preparation production after the Engineer has approved the second calibration and the above settings.

Stop the surface preparation operation if it is determined that sound concrete is being removed or unsatisfactory results are being obtained, as determined by the Engineer. Perform the appropriate recalibration or changes in equipment and methods prior to resuming the operation.

519.3.05 Construction

The minimum overlay thickness is to be 1½ in (38 mm) or as specified in the plans. Maximum thickness shall not exceed 2 inches.

A. Surface Preparation Prior to Overlay Placement

Prior to placing the overlay, blast clean all surfaces to which the overlay is to bond, including exposed reinforcing and structural steel, the work face of previously placed overlay, and the faces of curbs and barriers up to a height of at least 1 in (25 mm) above the proposed overlay surface.

Clean exposed reinforcing and structural steel to remove all loose and built-up rust, asphalt residue, and all other contaminants detrimental to achieving adequate bond. Clean pockets of rust (corrosion cells) on exposed reinforcing steel of all corrosion products. Inspect areas of steel where original hydroblasting was applied to assure cleanliness requirements are met.

Suitable blast methods may include high pressure water blasting, water blasting with abrasives in the water, abrasive blasting with containment, or vacuum abrasive blasting. The listed concrete surfaces shall be made free of spalls, laitance, and all contaminants detrimental to achieving bond.

If present, clean all bridge scuppers of all foreign matter and plug them prior to placement of overlay.

Vehicles other than approved construction equipment are not permitted on those sections of the deck where hydrodemolition has begun. Prevent contamination of the deck by construction equipment or from any other source.

B. Mixing

Mix the concrete at the work site in accordance with the specified requirement for the equipment used. The maximum time between completion of mixing and placement shall not exceed 20 minutes. Mixing capability shall be such that finishing operations can proceed at a steady pace with final finishing completed before the formation of the plastic surface film.

C. Placing, Consolidating and Finishing

Clean with compressed air, wet, and keep wet for at least one hour immediately prior to placing the overlay, the deck surface which will contact the overlay. Remove any standing water prior to placement of the overlay.

Pass the finishing machine or approved screeding device over the existing deck prior to placing the concrete overlay so measurements can be made to insure proper overlay thickness and steel cover is achieved. Equip screeds as outlined in Subsection 519.3.02.C with surface vibrators sufficient to thoroughly consolidate the overlay full depth, unless other methods are approved by the Engineer. Perform consolidation using hand-held vibrators when placing the mixture around steel reinforcement or structural members.

Satisfy the surface tolerances for the overlay as found in Section 500.3.06.E of the Specifications except as noted on the Plans. After finishing, texture the surface in accordance with the requirements of Section 500.3.05.T.9.c or as required by the Plans and Proposal. Do not begin surface grooving until the curing period specified herein has expired.

D. Construction Joints

If required, construct longitudinal joints between lanes vertical and at actual lane lines.

Minimize the number of longitudinal and transverse construction joints. Thoroughly clean both types of joints by blast cleaning. Coat the hardened sides of the joints with an approved bonding agent before fresh concrete is placed. When necessary, form longitudinal construction joints vertical by use of a header secured to the deck. After removal of the

longitudinal header and transition, saw the overlay 3 in (75 mm) or more inside the construction joints and the overlay outside the saw cut removed before the adjacent overlay is placed. The volume of the overlay removed is not included in the volume measured for payment.

E. Curing

Cure the concrete overlay for a minimum of 24 hours.

1. Cover the overlay promptly with a single layer of clean, wet burlap. Sprinkle occasionally, if necessary, to keep burlap moist. Be sure to pre-saturate the burlap with water, overlapped a minimum of 6 in (150 mm), and place as soon as the surface will support it without deformation.
2. Keep burlap wet by a continuous flow of water through soaker hoses and covered with a 4-mil (100 μ m) minimum thickness, white opaque polyethylene film or a wet burlap-white opaque polyethylene sheet. Lap adjacent sheet of curing covers a minimum of 6 in (150 mm).
3. Immediately replace torn, broken or damaged sheeting materials.

F. Limitations

Place no overlay concrete when it is raining, when the ambient air temperature is below 45 °F (7 °C) or when it is predicted to fall below 45 °F (7 °C) for the duration of the curing period.

Place overlays only when the ambient air temperature is 85 °F or less, and the overlay surface evaporation rate 0.1 lb./ft²/hr. (0.5 kg/m²/h) or less. Measure the following atmospheric conditions within 10 ft. (3 m) of the placement area: ambient air temperature, concrete temperature, deck temperature, relative humidity and wind velocity. Determine and document the ambient air temperature and overlay surface evaporation rate, subject to verification by the Engineer.

Place no overlay if the ambient air temperature exceeds 85 °F (29 °C) during the overlay placement regardless of the surface evaporation rate. Use Figure 4.1 in ACI 308R-01 to determine graphically the loss of surface moisture for the overlay. In no case shall the temperature of the overlay concrete exceed 85 °F (29 °C) during placement.

During delays in the overlay concrete's placement operations of more than 10 minutes and/or when a plastic surface film develops on a LMC overlay, temporarily cover the work face of the overlay with wet burlap. If an excessive delay is anticipated, install a bulkhead at the work face and the overlay placement operation terminated.

G. Repair of Cracks

Repair cracks occurring in the concrete deck overlay surface in accordance with Section 528 of the Specifications prior to grooving of the deck surface.

H. Expansion Joints

If required, after the curing process for the overlay is completed, install new expansion joint sealing systems according to Section 449 of the Specifications.

519.4 Quality Acceptance

A. Plane the Deck

Schedule the ride quality test at least 5 days before needed by contacting the Office of Materials and Tests –Concrete Branch. Ensure that the area to be tested is clean and clear of obstructions.

When possible, delay expansion joint installation and temporarily bridge the joint to operate Lightweight Profiler and planing equipment across the joint.

B. Bridge Deck Surface Check

After the final strike-off of the concrete and close behind the final strike-off as possible, the Engineer will check the surface with a 10 ft. (3m) straightedge.

Attach the straightedge to a broom-type handle for easy control and use.

Bridges an approach slabs must meet a 1/8 inch in 10 ft. (3mm in 3 in) straightedge check made longitudinally and transversely.

C. Ride Quality Test

After LCM construction is completed, the Department will perform a Ride Quality Test using the Lightweight Profiler and a profile index value determined according to GDT 134.

The Department will conduct the test as follows:

1. Bridges and approach slabs must meet the straightedge check limits described in Subsection 519.4.B, "Bridge Deck Surface Check."
2. Obtain profiles in the wheel paths and in safety areas to within 6 ft. (1.8 m) of barrier or curb lines.
3. Average the profile index values for bridge decks including the approach slabs for the left and right wheel path for each lane.

The average value must not exceed 15 in/mile (235mm/km) for each lane.

After the test is complete, correct individual bumps or depressions that exceed 2/10 in (5 mm) from the blanking band on the profiler trace.

The deck surface must then meet a 1/8 inch in 10 ft. (3mm in 3 in) straightedge check made transversely.

Correct bridge decks and approach slabs that do not pass the Ride Quality Test as described in Subsection 519.4.D, "Complete Corrective Work."

D. Complete Corrective Work

After the Department gives the deck surface a Ride Quality Test described in Subsection 519.4.C, "Ride Quality Test," complete corrective work at no cost to the Department and before doing the final surface texturing.

Complete corrective work as follows:

1. Plane the deck according to Section 431.
2. Limit concrete removal by planning so that the final bar cover is not less than the Plan cover minus 1/2 in (13 mm).
3. If the final bar cover limits cannot be met, perform the corrective work as directed by the Engineer.
4. Ensure that the final riding surface complies with this Specification and the requirement for a grooved finish.
5. If necessary, use a bump grinder to correct bumps with a profile base line of 5 ft. (1.5 m) or less.
6. Have planned decks retested as described in Subsection 519.4.C, "Ride Quality Test," to ensure that the ride quality meets the requirements of this Specification.

519.5 Measurement

Measurement for the concrete overlay is by the square yard of existing deck surface to be overlaid, complete in place and accepted.

Unsound concrete removal and replacement is measured by the square foot of unsound concrete removed for each removal category completed and accepted.

519.6 Payment

Payment for the concrete overlay as specified above is paid for at the Contract Unit price bid per square yard. Such payment is full compensation for furnishing all equipment, labor and materials and performing the work in accordance with the Plans and Specifications.

Removal of unsound concrete is paid for at the specified rate of payment per square foot for each removal category completed and accepted. Such payment is full compensation for furnishing all equipment, materials and labor to perform the work as directed by the Engineer, including the cost for the quantity of concrete required to replace removed unsound concrete and formwork necessary to replace the existing deck.

Category (1) Unsound concrete removal to full depth of deck for slabs over metal deck forms.
Removal and Replacement \$5.00 per square foot (\$54.00 per square meter)

Category (2) Unsound concrete removal to full depth of deck for slabs without metal deck forms.
Removal and Replacement \$20.00 per square foot (\$215.00 per square meter)

Payment will be made under:

Item No. 519	Concrete Overlay, Latex Modified, _____ in (mm) thick	Per square yard (meter)
Item No. 519	Unsound Concrete Removal and Replacement	Per square foot (meter)

519.6.01 Adjustments

A. Ride Quality Testing

The Department will conduct ride quality testing of bridge decks and approach slabs only twice per bridge at no cost to the Contractor.

The Department will conduct additional ride quality testing at a cost according to Subsection 500.5.01.B “Ride Quality Testing.”

Office of Materials and Tests

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

FULTON COUNTY

PROJECT NUMBER: 4141

SECTION 521 – PATCHING CONCRETE BRIDGE STRUCTURES

521.1 General Description

This work includes patching of substructure or superstructure concrete bridge components by removing the broken, damaged, or disintegrated concrete, cleaning existing reinforcement, adding supplemental reinforcement when required, and patching with approved conventional or accelerated Portland cement concrete, rapid setting patching materials, or polymer concrete according to this Specification and as shown on the Plans.

521.1.01 Definitions

General Provisions 101 through 150.

“Sound” – the act of striking a concrete surface with a chipping hammer or similar tools to detect unsound concrete.

521.1.02 Related References

A. Standard Specifications

Section 500—Concrete Structures

Section 504—Twenty-Four Hour Accelerated Strength Concrete

Section 511—Reinforcement Steel

Section 853—Reinforcement and Tensioning Steel

Section 886—Epoxy Resin Adhesives

Section 934—Rapid Setting Patching Materials for Portland Cement Concrete

B. Referenced Documents

QPL 10

QPL 27

521.1.03 Submittals

General Provisions 101 through 150.

521.2 Materials

Ensure that the materials used to repair and patch bridge components meet the following requirements:

A. Portland Cement Concrete Patching Materials

1. Conventional Portland Cement Concrete (Repair Method 1)
 - a. Use Class "A" or Class "AA" concrete or as indicated on the Plans.
 - b. Meets the requirements of Section 500 of the Specifications.
 - c. Use concrete manufactured at plants that qualify as approved sources according to the Standard Operating Procedure for Ready Mix Concrete. See QPL 10 for a list of approved plants.
2. Twenty-Four Hour Accelerated Strength Concrete (Repair Method 2)
 - a. Meets the requirements of Section 504 of the Specifications, except that the use of a portable concrete mixer is required.

B. Rapid Setting Patching Materials (Repair Method 3)

1. Use rapid setting patching materials meeting the requirements of Section 934. See QPL 27 for a list of approved patching materials. Patching materials not listed on QPL 27 will require testing and approval by the Office of Materials and Research before use.
2. When shown on the Plans, use Type III rapid setting patching material to patch vertical and overhead repair areas.

521.2.01 Delivery, Storage, and Handling

General Provisions 101 through 150.

521.3 Construction Requirements

521.3.01 Personnel

General Provisions 101 through 150.

521.3.02 Equipment

To clean the repair areas, use air compressors equipped with traps that can remove surplus water and oil in the compressed air. Ensure that the compressor can deliver compressed air at a continuous pressure of at least 90 psi (620 kPa).

The Engineer will check the compressed air daily for contamination. Do not use contaminated air.

521.3.03 Preparation

A. Limits of Repair

Repair all patches as shown on the Plans and as directed by the Engineer. Determine limits of patch repair as follows:

1. "Sound" concrete surface with visual defects to determine the limits of the damaged areas. Strike the surface with a chipping hammer or similar tools to detect unsound concrete. Concrete that is loose or exhibits a flat or hollow sound is considered unsound. Omit any defect for repair that is less than 1 in. by 6 in. by 0.5 in. (25 by 150 by 12 mm) deep.
2. Mark the limits of the defective areas on the concrete surface by making a rectangle 2 in. (50 mm) beyond the outer limits of the unsound concrete area as a guide for saw cuts.

3. Combine patched areas less than 6 in. (150 mm) from each other as one patch area.
4. Obtain approval from the Engineer on the limits of each repair prior to saw cutting.

B. Concrete Removal

1. Saw the rectangular marked areas a minimum of 1 in. (25 mm) deep or as shown on the plans. Exercise extreme care not to saw or damage the reinforcing steel.
2. Remove unsound material within the sawed area to a minimum depth of 2 inches for unreinforced concrete or 0.5 in. (12 mm) below the reinforcing steel or as shown on the Plans with power chipping or hand tools. Pneumatic hammers heavier than 15 lb. class nominal (30 lb. maximum) are not permitted. Exercise extreme care not to saw or damage the reinforcing steel.
3. Operate pneumatic hammers and chipping tools at an angle not to exceed 60 degrees relative to the surface of the concrete. After starting the tool in the vertical position, immediately tilt the tool to a 60 degree operating angle.
4. Do not damage or fracture the sound concrete substrate to be left on the bottom of the patch area. Do not use sharp pointed bits.

C. Surface Preparation

1. Clean all exposed reinforcing steel of all rust and corrosive products including oil, dirt, concrete fragments, loose scale and any other coating of any character that would destroy or inhibit the bond with the patching material.
2. Immediately before placing the patching material, thoroughly clean the surfaces within the repair areas by sandblasting and air blasting to remove oil, dust, dirt, slurry from saw operation, and other contaminants.
3. Place formwork as required to complete patch repair. Provide access in formwork for placement of patch material.
4. Ensure that the finished surface meets a surface tolerance of 1/16 in. (1.5 mm).
5. Use approved measures as necessary to keep the adjacent concrete surfaces free of excess grout and other materials.

521.3.04 Fabrication

General Provisions 101 through 150.

521.3.05 Construction

A. Concrete Patching

Patch concrete safely and rapidly to minimize inconvenience to the traveling public.

1. Accomplish this work with other operations in progress within an area if possible.
2. Remove and replace completed patches that contain cracks, shrinkage, compression failures, or are damaged by construction or traffic before Final Acceptance at no cost to the Department.

B. Placing Patching Material

Only use Repair Method 1 with the class of concrete on bridge components designated on the Plans.

Use Repair Method 2 unless the Engineer gives written approval to use Repair Method 3. Use Repair Method 1 and 2 when the average daily temperature is 50 °F (10 °C) or above. Use of Repair Method 3, if approved, is limited to the manufacturer's written recommendations.

For the following repair methods, begin the placement when the surface within the repair area is dry and thoroughly free of contaminants.

1. Repair Method 1: Conventional Portland Cement Concrete

- a. Completely coat the concrete surface areas within the repair area with a film of Type II epoxy adhesive as specified in Section 886 approximately 10 to 20 mils (0.25 to 0.50 mm) thick or according to the manufacturer's written recommendations.
 - b. Deposit the concrete in the repair area while the epoxy is still tacky. Vibrate it to form a dense, homogeneous mass of concrete that completely fills the patch area.
 - c. Screed the concrete to the proper grade and do not disturb it until the water sheen disappears from the surface.
 - d. Cover the concrete with wet burlap or membrane curing compound. Allow the curing to continue until the required minimum design compressive strength is achieved as designated by the class of concrete used or as shown on the Plans. Complete curing prior to transferring load to the repaired section.
2. Repair Method 2: Twenty-Four Hour Accelerated Strength Concrete
 - a. Prepare, remove and place as outlined in Subsections 521.3.03 and 521.3.05.B and 521.3.05.B.1.
 - b. Mix the concrete on site in a portable mixer of adequate capacity. Obtain approval for the mix design and mixing method from the Office of Materials and Testing.
 - c. The material must meet a slump range of 1.0 to 3.0 in. (25 to 75 mm).
 3. Repair Method 3: Rapid-Setting Patching Material
 - a. In addition to the requirements outlined in Subsection 521.3.03, prepare the surfaces in the repair areas according to the manufacturer's written recommendations.
 - b. Perform the patching material handling, mixing, placing, consolidating, finishing, and curing according to the manufacturer's written recommendations as approved by the Office of Materials and Testing.
 - c. Continue curing until a minimum design compressive strength of 3,000 psi (20 MPa) or as shown on the Plans is achieved. Complete curing prior to transferring load to the repaired section.

C. Special Requirements

The following special requirements apply to this work:

1. During sandblasting, protect traffic in adjacent travel lanes.
2. After the sandblasting operations:
 - a. Thoroughly clean the area to be repaired with compressed air.
 - b. Remove sand from the sandblasting operation from adjacent concrete surfaces.
3. Do not "over-cut" concrete surfaces beyond marked areas whenever possible.
4. Remove saw slurry and other contaminants from the over-cutting.
5. Repair the over-cuts by filling full-depth with an approved low-viscosity epoxy compound using a Type II epoxy adhesive specified in Section 886. Make these repairs as soon as possible.

521.3.06 Quality Acceptance

General Provisions 101 through 150.

521.3.07 Contractor Warranty and Maintenance

General Provisions 101 through 150.

521.4 Measurement

The area measured for payment is the number of square feet (meters) of patching complete in place and accepted.

521.4.01 Limits

General Provisions 101 through 150.

521.5 Payment

The area measured as specified above will be paid for at the Contract Unit Price per square foot (meter). Payment is full compensation for equipment, tools, labor, incidentals to complete the work, including but not limited to:

- Removing existing patching material or the spalled, broken, or damaged concrete
- Cleaning the open area by sandblasting
- Furnishing, placing, finishing, and curing the patching material
- Supplemental reinforcement

Payment will be made under:

Item No. 521	Patching concrete bridge	Per square foot (meter)
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521.5.01 Adjustments

General Provisions 101 through 150.

DEPARTMENT OF TRANSPORTATION

STATE OF GEORGIA

SPECIAL PROVISION

FULTON COUNTY

PROJECT NUMBER: 4141

Section 900 – Bollards

900.1 General Description

This steel bollard is proposed along Centennial Olympic Park Drive. The bollard shall include all components (i.e., concrete base, paint, reflective tape, etc.) required. Bollard materials are to be approved by City of Atlanta and Engineer of Record prior to installation.

900.1.01 Related References

A. Standard Specifications

Georgia Department of Transportation Standard Specification General Provisions 101 through 150

900.2 Products

900.2.01 Materials

A. Bollard

Bollard shall be 6 inch, 40 schedule steel pipe filled with Class A Concrete and set with base plate bolted to sidewalk.

B. Finish

Bollard shall be painted yellow, 6 MILS thick. Bollard shall have two rings of red reflective tape at 12 in spacing.

900.2.02 Warranty

Bollard including all components shall be warranted a minimum ten (10) years against defects in materials under normal use, installation, and maintenance.

900.3 Construction

900.3.01 Field Verification

A. Examination

Examine work in which bollards are installed. Coordinate with Engineer to perform corrective work as necessary.

900.3.02 Installation

Follow Manufacturer's installation instructions for all components.

900.4 Measurement

A. Bollard

Bollard will be measured per each (EA) and payment will include all items necessary for bollard construction including steel pipe, paint, concrete, reflective tape, and any other necessary items to construct the handrail.

B. Accessories

No separate measurement for payment will be made for other required components for the bollards. The cost of these items shall be included in the Contract Unit Price for the bollards.

900.5 Payment

Bollards will be paid for at the Contract Unit Price bid per each (EA), complete in place and accepted. The payment will be full compensation for material, labor, and equipment necessary to complete the Work as shown on the Plans and as described in this Special Provision. Payment includes incidentals and all costs, both direct and indirect.

Bollards and associated items shall be paid under Pay Item No. 900-0526, Bollards (each).

Date:12/22/25

DEPARTMENT OF TRANSPORTATION
CITY OF ATLANTA

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Project: Centennial Olympic Park Drive Bridge Deck Overlay
Fulton County
Project No. 4141

Bridge deck overlay project on Centennial Olympic Park Drive over M9161 Mitchell, Fulton County, Georgia. The work will require construction activities within the right of way of CSX Transportation.

1. AUTHORITY OF RAILROAD ENGINEER:

The authorized representative of the Railroad, hereinafter referred to as Railroad Engineer, shall have final authority in all matters affecting the safe maintenance of Railroad traffic and facilities including the adequacy of the foundations and structures supporting the railroad tracks and the necessity for flagging during construction.

2. NOTICE OF STARTING WORK:

A. The Contractor shall not commence any work on Railroad right-of-way until it has complied with the following conditions:

- (1) Given the Railroad written notice, with copy to the Department, at the addresses shown below and to the Director of Program Delivery who has been designated to be in charge of the work, at least 10 working days in advance of the date he proposes to begin work on Railroad right-of-way. If flagging is required, it may take up to 30 days to obtain flagging from the Railroad and no work shall be undertaken until flagging is present at the job site.

Notice to:

Division Engineer
Atlanta Division
CSX Transportation, Inc.
1590 Marietta Blvd. N.W.
Atlanta, Georgia 30318
Ph# 404-350-5074

Copy to:

Director of Program Delivery
Atlanta Department of Transportation
55 Trinity Avenue SW
Atlanta, Georgia 30303
Ph# 404-330-6501

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (2) Obtained written authorization from the Railroad to begin work on Railroad right-of-way. Such authorization may include an outline of specific and general conditions with which he must comply.
 - (3) Obtained written approval from the Railroad of railroad protective and general liability insurance coverage as required by paragraph 11 herein.
 - (4) Furnished a schedule for all work within the Railroad right-of-way as required by paragraph 6 B (1) herein.
- B. The Railroad's written authorization to proceed with the work shall include the names, addresses, and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, area of responsibility of each representative shall be specified.

3. INTERFERENCE WITH RAILROAD OPERATIONS AND PROPERTY:

- A. The Contractor shall so arrange and conduct its work that there will be no interference with Railroad operations, including train, signal, and communication services, or damage to the facilities or property of the Railroad or tenants on the right-of-way of the Railroad. Whenever work is liable to affect such operations, safety, facilities, or property, the method of doing such work shall first be submitted to the Railroad Engineer for review and approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor which requires flagging and inspection by the Railroad shall be deferred by the Contractor until the flagging and inspection required by the Railroad is available at the job site.
- B. Whenever work within Railroad right-of-way is of such a nature that impediment to Railroad operations such as use of runaround or detour tracks or necessity for reduced speed is unavoidable, the Contractor shall schedule and conduct its operations so that such impediment is reduced to the absolute minimum.
- C. Should conditions arising from, or in connection with the work, require that immediate and unusual provisions be made to protect operations, facilities, and property of the Railroad, the Contractor shall make such provisions. If in the judgement of the Railroad Engineer, such provision is insufficient, either may require or make such provisions as he deems necessary. In any event, such unusual provisions shall be at the Contractor's expense and without cost to the Railroad or the Department.

4. CONSTRUCTION PROCEDURES:

A. General:

Construction work and operations by the Contractor on Railroad right-of-way, or property, shall be:

- (1) Subject to the inspection and approval of the Railroad.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (2) In accord with the Railroad's written outline of specific conditions.
- (3) In accord with the Railroad's general rules, regulations, and requirements including those relating to safety, fall protection, and personal protective equipment. Safety guidelines are given in paragraph 10 herein.
- (4) In accord with this special provision.

B. Track Clearances:

The minimum track clearances to be maintained by the Contractor during construction are shown on the highway project plans and included in project special provisions or other contract documents. Clearances less than these will not be permitted unless specifically authorized by the Railroad Engineer. If minimum clearances are not stated in project plans and or contract documents, then such clearances shall be specified by the Railroad Engineer.

C. Temporary Excavation:

The subgrade of an operated track shall be maintained with edge of berm at least 10 feet from centerline of track and not more than 24 inches below top of rail. The Contractor will not be required to make existing section meet this specification if the existing section is substandard, in which case the existing section will be maintained.

D. Excavation for Structures:

The Contractor will be required to take special precaution and care in connection with excavating and shoring pits for construction of bridges, walls, footings, drainage pipes or structures under or adjacent to tracks, and any other structures or construction, including the driving of piles or sheeting, adjacent to tracks to provide adequate lateral and vertical support for the tracks and the loads which they carry, without disturbance of track alignment and surface, and to avoid obstructing track clearances with working equipment, tools or other material. The procedure for doing such work, including need of and plans for excavation and shoring, shall first be approved by the Railroad Engineer, but such approval shall not relieve the Contractor from liability. Before submission of plans to the Railroad Engineer for approval, such plans shall first be reviewed by the Department's Office of Bridge and Structural Design. Shoring plans submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.

E. Demolition, Erection, Hoisting:

- (1) Railroad tracks and other railroad property must be protected from damage during the procedure.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (2) The contractor is required to submit a plan showing the location of cranes, horizontally and vertically, operating radii, with delivery or disposal locations shown. The location of all tracks and other railroad facilities as well as all obstructions such as wire lines, poles, adjacent structures, etc. must be shown.
- (3) Crane rating sheets showing cranes to be adequate for 150% of the actual weight of the pick. A complete set of crane charts, including crane, counterweight, and boom nomenclature is to be submitted.
- (4) Plans and computations showing the weight of the pick must be submitted. Calculations shall be made from plans of the existing and/or proposed structure showing complete and sufficient details with supporting data for the demolition or erection of the structure. If plans do not exist, lifting weights must be calculated from field measurements. The field measurements are to be made under supervision of the Registered Professional Engineer submitting the procedure and calculations.
- (5) A data sheet must be submitted listing the types, size, and arrangements of all rigging and connection equipment.
- (6) A complete procedure is to be submitted, including the order of lifts, time required for each lift, and any repositioning or re-hitching of the crane or cranes.
- (7) All erection or demolition plans, procedures, data sheets, etc. submitted must be prepared, signed and sealed by a Registered Professional Engineer in the state of Georgia.
- (8) The Railroad's representative must be present at the site during the entire demolition and erection procedure period.
- (9) All procedures, plans, and calculations shall first be approved by the City of Atlanta Engineer and the Railroad Engineer, but such approval does not relieve the Contractor from liability.

F. Maintenance and Repair of Railroad Facilities:

- (1) The Contractor will maintain all ditches and drainage structures free of silt or other obstructions which may result from its operations and provide and maintain any erosion control measures as required by Highway Project plans and contract documents. The Contractor will promptly repair eroded areas within Railroad right-of-way.
- (2) The Contractor will also repair, or cause to be repaired, any other damage to the property or facilities of the Railroad or its tenants.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (3) All such maintenance and repair of damages due to the Contractor's operations shall be done at the Contractor's expense.

G. Storage of Materials and Equipment:

Materials and equipment shall not be stored where they will interfere with Railroad operations, nor on the rights-of-way of the Railroad without first having obtained permission from the Railroad Engineer, and such permission will be with the understanding that the Railroad will not be liable for damage to such material and equipment from any cause and that the Railroad Engineer may move or require the Contractor to move, at the Contractor's expense, such material and equipment. All grading or construction machinery that is left parked unattended near the track or on the Railroad right-of-way shall be effectively immobilized so that it cannot be moved by unauthorized persons. Safety guidelines are given in paragraph 10 herein.

H. Cleanup:

Upon completion of the work, the Contractor shall remove from within the limits of the Railroad right-of-way all machinery, equipment, surplus materials, falsework, temporary erosion measures, rubbish or temporary buildings of the Contractor, and leave said right-of-way in a neat condition satisfactory to the Chief Engineer of the Railroad or his authorized representative.

5. DAMAGES:

- A. The Contractor shall assume all liability for any and all damages to its work, employees, servants, equipment and materials caused by Railroad traffic.
- B. Any cost incurred by the Railroad for repairing damages to its property or to property of its tenants, caused by or resulting from the operations of the Contractor, shall be paid directly to the Railroad by the Contractor.

6. FLAGGING SERVICES:

A. When Required

Under the terms of the agreement between the Department and the Railroad, the Railroad has sole authority to determine the need for flagging required to protect its operations and facilities. In general, the requirements for flagging will be whenever the Contractor's personnel or equipment are, or are likely to be, working on the Railroad's right-of-way, or within distances as may be specified by Railroad's authorized representative, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging. These requirements include situations where a crane, or other piece of equipment, is located such that its boom, or extremity, could move and pass within 20 feet of the centerline of a track or within a distance as may otherwise be specified by Railroad's authorized

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

representative. Safety guidelines are given in paragraph 10 herein. **Normally the Railroad will assign one flagman to a project, based on an 8 hour workday and 40 hour workweek, but in some cases more than one may be necessary.**

B. Scheduling and Notification

- (1) Not later than the time that approval is initially requested to begin work on Railroad right-of-way, Contractor shall furnish to the Railroad and the Department a schedule for all work required to complete the portion of the project within Railroad right-of-way.
- (2) The Contractor will be required to give the Railroad representative at least 10 working days of advance notice of intent to begin work within Railroad right-of-way in accordance with paragraph 2.A.(1) of this special provision. Once begun, when such work is then suspended at any time, or for any reason, the Contractor will be required to give the Railroad representative at least 3 working days of advance notice before resuming work on Railroad right-of-way. Such notices shall include sufficient details of the proposed work to enable the Railroad representative to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the City of Atlanta Engineer a copy; if notice is given verbally it shall be confirmed in writing with copy to the City of Atlanta Engineer. If flagging is required, no work shall be undertaken until the flagman is, or flagmen are, present at the job site. It may take up to 30 days to obtain flagging initially from the Railroad. When flagging begins, the flagman is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, it may take up to 30 days to again obtain flagging from the Railroad. Due to Railroad practices, in some cases it may be necessary to give 5 days notice before flagging service may be discontinued and payment stopped.
- (3) If, after the flagman is assigned to the project site, unusual circumstances or conditions arise which require the flagman's presence elsewhere, then the Contractor shall delay work on Railroad right-of-way until such time as the flagman is again available. Any additional costs resulting from such delays shall be done by the Contractor and not the Department or Railroad.

C. Payment

- (1) **The Contractor will be responsible for paying the Railroad directly for any and all costs of flagging which may be required to accomplish the construction. The Contractor shall not delegate this responsibility to any subcontractor or any other party.** The Department will not reimburse the Railroad for any costs of the flagging which is required by the Contractor's work. The cost of flagging service is approximately \$ per hour or \$_____per day based on an 8-hour work day and 40-hour work week. This cost includes the base pay for the flagman, overhead, and generally includes travel expenses, meals, lodging, equipment, etc. The charge to the Contractor by the Railroad will be the actual cost based on the rate of pay for the

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Railroad's employees who are available for flagging service at the time the service is required. Work by a flagman in excess of 8 hours per day and 40 hours per week may result in overtime pay at 1 ½ time the appropriate rate. Also, certain unusual conditions may arise which may result in overtime pay at 2 times the appropriate rate. Railroad work involved in preparing and handling bills may also be charged to the Contractor. Charges to the Contractor by the Railroad shall be in accordance with Federal-Aid Highway billing procedures and requirements as contained in applicable provisions of Part 140, Subpart I, and Part 646, Subpart B, of Title 23, Highways, of the Code of Federal Regulations, current edition, and shall further be on the same basis as the Department would be billed by the Railroad if the Department was paying for the charges.

- (2) The contractor will be billed for flagging services on a periodic basis directly by the Railroad. The Contractor will promptly pay such bills within 30 days after each bill is rendered. Should the Contractor fail to pay the Railroad within 60 days after any bill is rendered, the Department may pay directly to the railroad any amounts due and deduct the amount of such payments from any funds due the contractor. This provision does not affect the obligation of the Contractor under his bond or the rights of the Railroad or the Department under the bond.

D. Verification

- (1) The Contractor will review and sign the Railroad flagman's semi-monthly time sheet, or other similar documentation, attesting that the flagman was present during the time recorded.
- (2) The Railroad flagman assigned to the project will be responsible for notifying the City of Atlanta Engineer upon arrival at the job site on the first day (or as soon thereafter as possible) that flagging services begin and on the last day that he performs such services for each separate period that services are provided. The City of Atlanta Engineer will document such notification in the project records. When requested, the City of Atlanta Engineer will also sign the flagman's time sheets showing daily time spent at the project site.

7. TRANSPORTING MATERIALS AND EQUIPMENT ACROSS TRACKS:

Any temporary grade crossings, work mats, or other means needed during construction by the Contractor for transporting materials of any nature or equipment across railroad tracks or property of Railroad will be the responsibility of the Contractor to handle directly with the Railroad and to make all necessary arrangements and to obtain all required approvals. The Contractor may be required to execute a written agreement with the Railroad to cover such matters and appropriate time should be allowed for the preparation and handling of such agreement. The Contractor will be required to bear all costs incidental to such matters including watching and flagging services by Railroad personnel. Safety guidelines are given in paragraph 10 herein.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

8. WORK FOR THE BENEFIT OF THE CONTRACTOR:

- A. All temporary or permanent changes in wire lines or other facilities which are considered necessary to the project are shown on the plans; included in the force account agreement between the Department and the Railroad; or will be covered by appropriate revisions to same which will be initiated and approved by the Department and the Railroad.
- B. Should the Contractor desire any changes in addition to the above, then it shall make separate arrangements with the Railroad for same to be accomplished, including any required flagging service, at the Contractor's expense.

9. COOPERATION AND DELAYS

- A. It shall be the Contractor's responsibility to arrange a schedule with the Railroad for accomplishing stage construction involving work by the Railroad or tenants of the Railroad. In arranging the schedule the contractor shall ascertain, from the Railroad, the lead time required for assembling crews and materials and shall make due allowance therefore.
- B. No charge or claims of the Contractor against either the Department or the Railroad will be allowed for hindrance or delay on account of railway traffic, any work performed or to be performed by the Railroad, or other delay incident to or necessary for safe maintenance of railway traffic and facilities, or for any delays due to compliance with this special provision.

10. SAFETY GUIDELINES:

A. Guidelines for Personnel on Railroad Right-of-Way

- (1) All persons shall wear hard hats. Appropriate eye and hearing protection must be used. Working in shorts is prohibited. Shirts must cover shoulders, back and abdomen. Working in tennis or jogging shoes, sandals, boots with high heels, cowboy and other slip-on type boots is prohibited. Hard-sole, lace-up footwear, zippered boots or boots cinched up with straps which fit snugly about the ankle are adequate. Safety boots are strongly recommended.
- (2) No one is allowed within 25 feet of the centerline of track without specific authorization from the flagman.
- (3) All persons working near track while train is passing are to look out for dragging bands, chains and protruding or shifted cargo.
- (4) No one is allowed to cross tracks without specific authorization from flagman.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (5) All welders and cutting torches working within 25 feet of the track must stop when train is passing.
- (6) No steel tape or chain will be allowed to cross or touch rails without permission.

B. Guidelines for Equipment on Railroad Right-of-Way

- (1) No crane or boom equipment will be allowed to set up to work or park within boom distance plus 15 feet of the centerline of track without specific permission from railroad official and flagman.
- (2) No crane or boom equipment will be allowed to foul track or lift a load over the track without flag protection and track time.
- (3) All employees will stay with their machines when crane or boom equipment is pointed toward track.
- (4) All cranes and boom equipment under load will stop work while train is passing (including pile driving).
- (5) Swinging loads must be secured to prevent movement while train is passing.
- (6) No loads will be suspended above a moving train.
- (7) No equipment will be allowed within 25 feet of centerline of track without specific authorization of the flagman.
- (8) Trucks, tractors or any equipment will not touch ballast line without specific permission from railroad official and flagman.
- (9) No equipment or load movement within 25 feet or above a standing train or railroad equipment without specific authorization of flagman.
- (10) All operating equipment within 25 feet of track must halt operations when a train is passing. All other operating equipment may be halted by the flagman if the flagman views the operation to be dangerous to the passing train.
- (11) All equipment, loads, and cables are prohibited from touching rails.
- (12) While clearing and grubbing, no vegetation will be removed from railroad embankment with heavy equipment without specific permission from the Railroad Engineer and flagman.
- (13) No equipment or materials will be parked or stored on Railroad's property unless specific authorization is granted from the Railroad Engineer.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- (14) All unattended equipment that is left parked on Railroad property shall be effectively immobilized so that it cannot be moved by unauthorized persons.
- (15) All cranes and boom equipment will be turned away from track after each work day or whenever unattended by an operator.

11. INSURANCE: SPECIAL NOTE: PLEASE READ SUBPARAGRAPHS A, B, C & D IN THEIR ENTIRETY PRIOR TO ACQUIRING ANY INSURANCE POLICIES.

- A. In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, the Contractor will be required to carry insurance of the following kinds:

- (1) Contractor's Public Liability and Property Damage Liability Insurance.

The Contractor shall furnish to the Railroad and copy to the Department the certificate of insurance as evidence that with respect to the operations it performs it carries regular Contractor's Public Liability Insurance and regular Contractor's Property Damage Liability Insurance both providing for limits of not less than \$5,000,000.00. The Contractor shall name CSX Transportation, Inc. as additionally insured.

CERTIFICATE HOLDER for (1) above is as follows:

CSX Transportation, Inc.
500 Water Street, C907
Jacksonville, Florida 32202

- (2) Workers Compensation Insurance.

The Contractor is required to have workers compensation insurance as described in state law and contractor insurance will waive subrogation against CSX Transportation, Inc where permitted by law.

- (3) Railroad Protective Liability Insurance.

The Contractor shall furnish to the Railroad and copy to the Department on the Railroad Protective Insurance Policy with limits of liability as follows:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
-----------------	---

Bodily Injury <u>Liability</u>]	\$5,000,000.00 per occurrence
Property Damage <u>Liability</u>]	\$10,000,000.00 aggregate
Physical Damage to <u>Property</u>]	

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

The Standards for this protective insurance shall follow the requirements of Part 646, Subpart A, of Title 23, Highways, of the Code of Federal Regulations, current edition.

Railroad protective insurance shall be provided on "ISO-RIMA" (Insurance Services Office – Railroad Insurance Management Association) policy form No. CG 00 35 01 96. ISO Amendatory Endorsement No. CG 28 31 10 93 should also be included if a policy form number other than the foregoing is used. The equivalent of the foregoing will also be acceptable.

BINDERS ARE NOT ACCEPTABLE FOR THIS COVERAGE

NAMED INSURED for Railroad Protective Liability Insurance is as follows:

CSX Transportation, Inc.
500 Water Street, C907
Jacksonville, Florida 32202

- B. Evidence of insurance as required in Paragraph 11.A.3. above shall be furnished to the address shown below for review and approval by the Railroad and copied to the Department:

Notice to:

Copy to:

insurancedocuments@csx.com

with copy to:

Mr. Charles Wright

ARCADIS

Charles.Wright@arcadis-us.com

Director of Program Delivery

Atlanta Department of Transportation

55 Trinity Avenue SW

Atlanta, Georgia 30303

The project number, description of the work and designation of the job site to be shown on all insurance certificates and policies are as follows:

Atlanta DOT Project# 4139 Fulton County. Bridge deck overlay project on M.L.K. JR. Drive over RR-CS 3435 Mangum Fulton County, Georgia. The work will require construction activities within the right of way of CSX Transportation.

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

- C. The Contractor shall obtain insurance premium price quotes for Railroad Protective Liability Insurance for the same such project listed in Paragraph 11.B. above, but with the following limits of liability:

<u>COVERAGE</u>	<u>MINIMUM COMBINED LIMITS OF LIABILITY</u>
Bodily Injury <u>Liability</u>]	\$2,000,000.00 per occurrence
Property Damage <u>Liability</u>]	\$6,000,000.00 aggregate
Physical Damage to <u>Property</u>]	

- D. The Contractor shall furnish to the Department the dollar amount of the premium to be paid for the insurance required in Paragraph 11.A.3 above; and the insurance premium price quoted as referenced in Paragraph 11.C. above. This information shall be furnished to the address shown below:

Director of Program Delivery
 Atlanta Department of Transportation
 55 Trinity Avenue SW
 Atlanta, Georgia 30303

- E. If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the Prime Contractor, shall be provided by or in behalf of the subcontractor to cover its operations. Endorsements to the Prime Contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.
- F. All insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the rights-of-way of the Railroad as evidenced by the formal acceptance by the Department and the Railroad. Insuring companies may cancel insurance by permission of the Department and Railroad or on THIRTY (30) days written notice to the Department and Railroad as follows:

NOTICE TO:

insurancedocuments@csx.com
 with copy to:
 Mr. Charles Wright
 ARCADIS
Charles.Wright@arcadis-us.com

COPY NOTICE TO:

Director of Program Delivery
 Atlanta Department of Transportation
 55 Trinity Avenue SW
 Atlanta, Georgia 30303

SPECIAL PROVISION FOR PROTECTION OF RAILWAY INTERESTS

Atlanta, Georgia 30308

12. FAILURE TO COMPLY:

In the event the Contractor violates or fails to comply with any of the requirements of this special provision:

- (1) The Railroad Engineer may require that the Contractor vacate Railroad right-of-way.
- (2) The City of Atlanta may withhold all monies due the Contractor on monthly statements.

Any such orders shall remain in effect until the Contractor has remedied the situation to the satisfaction of the Railroad Engineer and the City of Atlanta.

13. PAYMENT FOR COST OF COMPLIANCE:

No separate payment will be made for any cost incurred on account of compliance with this special provision. All such cost shall be included in prices bid for other items of the work.

EXHIBIT G.1

ADDENDUM 1

Addendum No. 1 to EP/CS/ATLDOT/2603-1260153,
Emergency Maintenance & Rehabilitation for Centennial Bridge

This Addendum No. 1 forms part of the Contract Documents between the City of Atlanta (“City”) and Comanche Construction of Georgia, LLC (“Contractor”) for the above-referenced project. This Addendum is issued prior to execution of the Contract and modifies and supplements the Contract Documents as follows:

1. Revisions to General Conditions

- a. The following language is added to Subsection 4.07(A): “To the extent 4.07(A), 7.03(B) or any other provision of the Contract Documents could be construed as requiring Contractor to suspend or delay the Work due to a Third Party, the City agrees to prioritize Contractor’s Work under this Contract above any other Third Party under City’s reasonable control and not require Contractor to delay or suspend the Work on account of such Third Party. If the requirements of this Subsection requires an expansion to the scope of Work, the Parties shall negotiate an appropriate Change Document in accordance with Articles 9 and 10.”
- b. Subsection 4.10(A)(7) is hereby deleted to remove the requirement to submit an NPDES permit.
- c. Subsection 6.17 (Warranty and Correction Period) is hereby deleted. The GDOT Standard Specifications will apply to warranties provided under this Contract.

2. Clarifications

- a. The Schedule of Values anticipates a 1.5” demo but field conditions indicate a greater depth. The quantities listed in the Schedule of Value are estimates only. The Parties will negotiate a written Change Order to account for overruns.
- b. Bonding is required for this Project. The Parties will negotiate a written Change Order to the Contract Price for Bonds.
- c. POST-certified officers are required for traffic control pursuant to City Code. The Parties will negotiate a written Change Order to the Contract Price for this requirement.

**ALL OTHER TERMS AND CONDITIONS OF THE CONTRACT
DOCUMENTS REMAIN UNCHANGED**

EXHIBIT H
ADDITIONAL CONTRACT DOCUMENTS



GEORGIA CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRAD RAFFENSPERGER

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name:	Comanche Construction of Georgia, LLC	Control Number:	0047772
Business Type:	Domestic Limited Liability Company	Business Status:	Active/Compliance
Business Purpose:	NONE		
Principal Office Address:	1734 SANDS PL SE, MARIETTA, GA, 30067-9214, USA	Date of Formation / Registration Date:	10/27/2000
State of Formation:	Georgia	Last Annual Registration Year:	2026

REGISTERED AGENT INFORMATION

Registered Agent Name: **Gustavo Gimenez**
Physical Address: **1734 Sands Place, Marietta, GA, 30067, USA**
County: **Cobb**

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[Filing History](#)

[Name History](#)

[Return to Business Search](#)

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

INSTRUCTIONS TO OFFERORS:

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

1. The attached Contractor Affidavit (Form 1) must be filled out COMPLETELY and submitted with the proposal/bid.
2. The Contractor Affidavit must contain an active Federal Work Authorization User ID Number, also known as an E-Verify Company ID Number or E-Verify Number, and Date of Authorization (mm/dd/yyyy). **Please Note: The E-Verify Company ID Number is not a Tax ID Number, Social Security Number, or formal contract number.**
3. An Employer Identification Number (EIN), also known as a federal tax identification number, is a number assigned by the Internal Revenue Service (IRS) to identify an employer. **An EIN is required to enroll in the E-Verify Program.** **Please Note: An EIN is different from a Social Security Number or Individual Taxpayer Identification Number.**
4. If the Offeror is a Joint Venture and the Joint Venture has an EIN, **one** Contractor Affidavit must be completed by the Joint Venture, and it must include the E-Verify Company ID Number issued to the Joint Venture. Each business participating in the Joint Venture does **not** need to submit a separate Contractor Affidavit.
5. If the Offeror is a Joint Venture and the Joint Venture does not have an EIN, each business participating in the Joint Venture **must** complete and submit its own Contractor Affidavit. The Contractor Affidavit must include the participating business's E-Verify Company ID Number.
6. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
7. **All Contractor Affidavits must be sworn, signed, and dated in the physical presence of a notary public. The signature dates for both the authorized representative and notary public must be the same.**
8. All Contractor Affidavits must be submitted with proposal/bid package.
9. *Subcontractor and sub-subcontractor affidavits are not required at the time of proposal/bid submission but will be required at contract execution phase or in accordance with the timelines set forth in IIREA.
10. Offeror's failure to comply with the above instructions may result in the Offeror being deemed non-responsive.

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

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

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A. § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows: **(a)** the Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program; **(b)** the Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof; **(c)** the Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof; **(d)** the Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract; **(e)** the Contractor will contract for the 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(a), (b), and (c); **(f)** the Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and **(g)** Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

207482
 Federal Work Authorization User Identification Number

4/21/2009
 Date of Authorization (mm/dd/yyyy)

Comanche Construction of Georgia, LLC
 Name of Contractor (Legal Name of Offeror)

 Solicitation Number

City of Atlanta
 Name of Public Employer

7141 - Centennial 1 Deck Overlay
 Project Name

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

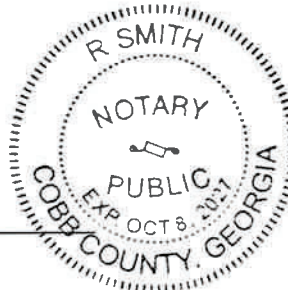
Executed on Jan. 22, 2026 in Marietta (City), Georgia (State).

Bailey/Pugh Austin
 Signature of Authorized Officer or Agent

Bailey Austin - Assistant P. M.
 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
 ON THIS THE 22 DAY OF January, 2026
[Signature]
 NOTARY PUBLIC

My Commission Expires: 10/08/27



**The signature dates for both the authorized representative and notary public must be the same.*

CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT

CONFLICT OF INTEREST DISCLOSURE FORM

Pursuant to City of Atlanta Code of Ordinances Section 2---1214 (Management of Conflicts in Source Selection), offerors shall disclose all organizational and personal relationships which may give rise to a conflict of interest if the offeror is awarded a contract. In addition, the Chief Procurement Officer ("CPO") may specify other types of relationships or interests which must be disclosed if, in the CPO's sole discretion, such disclosure is in the best interest of the City of Atlanta. Such personal, financial, or other relationship can render an offeror ineligible for award if the CPO determines that a conflict of interest cannot be mitigated or avoided. Before determining to withhold award of a contract based on conflict of interest considerations, the CPO shall provide notice to the offeror and reasonable opportunity for the offeror to respond.

Offerors must disclose the existence of personal or financial relationships involving City of Atlanta employees, officers or elected officials, as defined in the paragraphs below. To the extent that the CPO uses discretionary authority in the best interest of the city to require additional disclosures, these will be specified in the appropriately designated space below.

- (a) **"Personal relationships"** shall include executives, board members and partners in firms who have familial relationships with employees, officers and elected officials of the City of Atlanta. "Familial relationships" shall include the spouse, domestic partner registered under section 94---133, mother, father, sister, brother, and natural or adopted children of an official or employee.
- (b) **"Financial relationships"** shall include any interest held with a City of Atlanta employee, officer or elected official, or family members of a City of Atlanta employee, officer or elected official, which may yield, directly or indirectly, a monetary or other material benefit to the offeror or the offeror's family members.

Name of Offeror:	Comanche Construction of Georgia, LLC		
Name of Executive, Board Member or Partner	City of Atlanta Employee, Officer or Elected Official	State Whether "Personal" or "Financial" Relationship	Specify Nature or Circumstance of Personal or Financial Relationship (Ex: Sister, Board Member)
	n/a		

Indicate "Not Applicable" or "N/A" if no disclosures to report, then sign. Additional lines or pages may be added, if necessary.

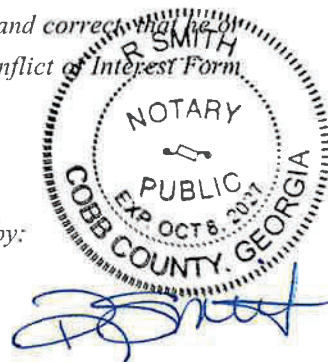
Additional Disclosures Required by Chief Procurement Officer			
	n/a		

CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT

The undersigned individual certifies that the information provided herein is true and correct, that he or she holds the title entered below, and that he or she has the authority to complete this Conflict of Interest Form on behalf of the organization.

Completed this 22 day of January, 2026 in response to
Solicitation Name/Number PI: 4141: Centennial Bridge Deck Overlay by:

Printed Name: Bailey Austin
Signature: Bailey Austin
Title: Assistant Project Manager



FOR INTERNAL USE ONLY

This Conflict of Interest Disclosure Form has been reviewed in the Department of Procurement and, to the extent that the Offeror has disclosed any Personal or Financial relationships that constitute a conflict of interest, the Offeror has provided an acceptable plan to avoid or mitigate the conflict; therefore, award of the above referenced contract is appropriate under Code Section 2--1214.

Jeremias Cirilo **Procurement Professional**
(PRINT NAME)

Project Manager III **Title**
(PRINT)

Signed by:
Jeremias Cirilo **Signature of Procurement Professional**
4CB1E07B60F04E6...

Chandra Houston **Chief Procurement Officer**
(PRINT NAME)

Signature of Chief Procurement Officer

(Date)

APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS
(NOT APPLICABLE)

APPENDIX B: INSURANCE AND BONDING REQUIREMENTS

APPENDIX B
INSURANCE & BONDING REQUIREMENTS
EA/DOT/CON-XXXX-XXXX
Centennial Park Bridge Overlay Emergency Maintenance

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. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. 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. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

3. 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 VII, 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 submits 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/Consultant's/Consultant's indemnification obligations under the agreement.

4. 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.

5. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta by email or in writing at the address listed below by mail within 2 days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Appendix B that concern the proposed cancellation, or termination of coverage.

Email: RiskCOI@AtlantaGa.Gov
Enterprise Risk Management
68 Mitchell St. Suite 9100
Atlanta, GA 30303

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.

6. Electronic Submission of Proof of Insurance Required Upon Renewal

Proof of current insurance coverage is required upon each insurance renewal term. Sixty days prior to your Certificate of Insurance expiration, you will receive an automated email (to the contact email you provided to the City of Atlanta Department of Procurement) from notifications@origamirisk.com which contains a personalized link that will be used to upload your proof of insurance documents. Per your contract, it is required that you upload your proof of insurance prior to the expiration date of your insurance coverage. Please contact your contract specialist with the Department of Procurement should you have any questions or need any further assistance regarding this requirement.

7. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall warrant when signing the Acord Certificate of Insurance that the Agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

8. Certificate Holder

The **City of Atlanta Office of Enterprise Risk Management at 68 Mitchell Street, Suite 9100, Atlanta, Georgia 30303** must be named as certificate holder. All notices must be emailed to: RiskCOI@AtlantaGa.Gov.

9. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

10. Additional Insured Endorsements Form CG 20 26 07 04 or equivalent

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. **Contractor/Consultant must 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. Endorsement must not exclude the Additional Insured from Products - Completed Operations coverage. The City shall not have liability for any premiums charged for such coverage.**

11. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all subContractor/Consultants/subconsultants at all tiers to be sufficiently insured/bonded based on the scope of work performed under this agreement.

12. Self Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the contractor.

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.	Statutory
Employer's Liability:	
Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

Contractor/Consultant must procure and maintain Commercial General Liability Insurance on form (CG 00 00 01 or equivalent) in an amount not less than **\$2,000,000 per occurrence subject to a \$2,000,000 aggregate.** The following indicated extensions of coverage must be provided:

- ☒ Contractual Liability
- ☒ Broad Form Property Damage
- ☒ Premises Operations
- ☒ Personal Injury
- ☒ Advertising Injury
- ☒ Fire Legal Liability
- ☒ Medical Expense
- ☒ Independent Contractor/Consultants/Subcontractor/Consultants
- ☒ Products – Completed Operations
- ☒ Explosion, Collapse and Underground (XCU) Liability

- ☒ Additional Insured Endorsement* (primary& non-contributing in favor of the City of Atlanta)
- ☒ Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Contractor/Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$2,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- ☒ Owned, Non-owned & Hired Vehicles
- ☒ Waiver of Subrogation in favor of the City of Atlanta

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. Excess or Umbrella Liability Insurance

Contractor/Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$10,000,000 per occurrence**.

- ☒ Coverage must follow form with primary policy
- ☒ May be used to achieve minimum liability limits
- ☒ Coverage must be as broad as primary policy

F. Builders Risk / Installation Floater

Contractor/Consultant shall procure and maintain policy for Builders Risk/ Installation Floater with all risk coverage to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit, and installation. The coverage must be in an amount equal to **100 percent of the value of the contract**. The following indicated extensions of coverage must be provided:

- ☒ All Risk Coverage
- ☒ Operational Testing Coverage included
- ☒ Loss Payee Endorsement

G. Property Coverage/Inland Marine

Contractor/Consultant shall procure and maintain all risk property coverage in an amount equal to replacement value for all equipment, furniture, fixtures, machinery and/or personal property.

H. Performance Bond and Payment Bond

Contractor/Consultant shall furnish a Payment Bond and a Performance Bond to the City in an amount equal to **100 percent of the total contract value** and for the duration of the entire term.

The person executing the Bonds on behalf of the surety shall file with the Bonds a general power of attorney unlimited as to amount and type of bonds covered by such power of attorney and certified by an official of said surety. **Be a U.S. Treasury Circular 570 listed company.**

I. Primary and Non-Contributory

Contractor/Consultant coverage shall be Primary and Non-Contributory where permissible.

J. Higher Limits to Apply

If the contractor maintains broader coverage and/or higher limits than the minimums requested in this document, the City of Atlanta requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Atlanta.

END OF DOCUMENT

DATE (MM/DD/YYYY)

5/8/2026

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or 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).

CONTACT NAME:	
PHONE (A/C, No, Ext): 404-633-4321	FAX (A/C, No): 404-633-1312
E-MAIL ADDRESS: certs@vatesins.com	

COMACO03-C

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MS Transverse Specialty Insurance Company	41807
INSURER B : Travelers Indemnity Company	25658
INSURER C : St. Paul Protective Insurance Company	19224
INSURER D : Old Republic Insurance Company	24147
INSURER E : Travelers Property Casualty Insurance Co	36161
INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	☒	COMMERCIAL GENERAL LIABILITY					4TCOC0362673IND25	11/7/2025	11/7/2026	EACH OCCURRENCE	\$ 1,000,000
	☐	CLAIMS-MADE	☒	OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	☐									MED EXP (Any one person)	\$ 10,000
	☐									PERSONAL & ADV INJURY	\$ 1,000,000
	☐	GEN'L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$ 2,000,000
	☐	POLICY	☒	PRO-JECT	☐	LOC				PRODUCTS - COMP/OP AGG	\$ 2,000,000
	☐	OTHER:									\$
C	☒	AUTOMOBILE LIABILITY					810C03901502526G	11/7/2025	11/7/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒	ANY AUTO								BODILY INJURY (Per person)	\$
	☐	OWNED AUTOS ONLY	☐	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	☒	HIRED AUTOS ONLY	☒	NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	☐										\$
A	☐	UMBRELLA LIAB		☒	OCCUR		EMR-00000116-03	11/7/2025	11/7/2026	EACH OCCURRENCE	\$ 5,000,000
	☒	EXCESS LIAB		☐	CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	☐	DED	☒	RETENTION \$ 0							\$
D	☒	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					MWC31962025	11/7/2025	11/7/2026	☒ PER STATUTE	☐ OTH-ER
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			☐ N / ☒ A					E.L. EACH ACCIDENT	\$ 1,000,000
		If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
										E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
E	☒	Leased/Rented Equipment Installation (incl stored mats)					QT630C0276200TIL25 QT630C0276200TIL25	11/7/2025 11/7/2025	11/7/2026 11/7/2026	\$1,000 Ded Jobsite Limit Temp Loc/Transit	\$250,000 \$1,000,000 \$100,000/\$100,000

Subject to policy terms, conditions, forms, and exclusions, the insurance coverages afforded by the policies above include the following when required by written contract for the certificate holder and/or entities listed below: Blanket Additional Insured in regards to General Liability for ongoing and completed operations, Auto Liability and Umbrella Liability; Blanket Primary and Non-Contributory in regards to General Liability, and Umbrella Liability; Blanket Waiver of Subrogation in regards to General Liability, Auto Liability, Workers Compensation and Umbrella Liability; Blanket Loss Payee for See Attached...

CANCELLATION

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

Brook Fischer

The ACORD name and logo are registered marks of ACORD



ADDITIONAL REMARKS SCHEDULE

AGENCY Yates, LLC		NAMED INSURED Comanche Construction of Georgia LLC 1734 Sands Place Marietta GA 30067-	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Leased/Rented Equipment and Installation Floater; Per Project Aggregate applies to the General Liability.

FORMS:
CG D2 46- Blanket AI with Completed Operations
CG D3 16 – Xtend Endorsement For Contractors
CG D2 11 – Designated Project(s) General Aggregate Limit
CA T3 53- Business Auto Extend Endorsement
CA T4 99- Blanket Additional Insured- Primary & Non-Contributory With Other Insurance – Contractors
CX 0001 04/13 - Excess Policy form provides follow form coverage for Additional Insureds and Waiver of Subrogation as long as coverage is provided by underlying scheduled policies
CX2433 11/16 - Non-Contributory - Other Insurance includes coverage when required by written contract
WC000313 04/84 - Blanket Waiver of Our Rights to Recover From Others.

Project: Centennial: EP/CS/ATLDOT/2603-1260153, Emergency Maintenance & Rehabilitation for Centennial Bridge

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a.** You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b.** Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a.** Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b.** After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a.** An organization other than a partnership, joint venture or limited liability company; or

- b.** A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a.** Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b.** Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2., Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b., Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

POLICY NUMBER: 4T-CO-C0362673-IND-25

COMMERCIAL GENERAL LIABILITY

ISSUE DATE: 11-14-25

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

DESIGNATED PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Project(s):

EACH "PROJECT" FOR WHICH YOU HAVE AGREED, IN A WRITTEN CONTRACT WHICH IS IN EFFECT DURING THIS POLICY PERIOD, TO PROVIDE A SEPARATE GENERAL AGGREGATE LIMIT, PROVIDED THAT THE CONTRACT IS SIGNED AND EXECUTED BY YOU BEFORE THE "BODILY INJURY" OR "PROPERTY DAMAGE" OCCURS.

Designated Project General Aggregate(s):

GENERAL AGGREGATE
LIMIT SHOWN ON THE
DECLARATIONS

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)**, which can be attributed only to operations at a single designated "project" shown in the Schedule above:
 1. A separate Designated Project General Aggregate Limit applies to each designated "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations, unless separate **Designated Project General Aggregate(s)** are scheduled above.
 2. The Designated Project General Aggregate Limit is the most we will pay for the sum of all damages under **COVERAGE A.**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **COVERAGE C**, regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the Designated Project General Aggregate Limit for that designated "project". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Project General Aggregate Limit for any other designated "project" shown in the Schedule above.
 4. The limits shown in the Declarations for **Each Occurrence, Damage To Premises Rented To You and Medical Expense** continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **COVERAGE A. (SECTION I)**, and for all medical expenses caused by accidents under **COVERAGE C. (SECTION I)**, which cannot be attributed only to operations at a single designated "project" shown in the Schedule above:

COMMERCIAL GENERAL LIABILITY

1. Any payments made under **COVERAGE A.** for damages or under **COVERAGE C.** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Project General Aggregate Limit.
- C.** Part 2. of **SECTION III – LIMITS OF INSURANCE** is deleted and replaced by the following:
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Damages under **Coverage B**; and
 - b. Damages from "occurrences" under **COVERAGE A (SECTION I)** and for all medical expenses caused by accidents under **COVERAGE C (SECTION I)** which cannot be attributed only to operations at a single designated "project" shown in the **SCHEDULE** above.
- D.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Project General Aggregate Limit.
- E.** For the purposes of this endorsement the **Definitions Section** is amended by the addition of the following definition:
- "Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".
- F.** The provisions of **SECTION III – LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| A. BROAD FORM NAMED INSURED | H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT |
| B. BLANKET ADDITIONAL INSURED | I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT |
| C. EMPLOYEE HIRED AUTO | J. PERSONAL PROPERTY |
| D. EMPLOYEES AS INSURED | K. AIRBAGS |
| E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS | L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS |
| F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS | M. BLANKET WAIVER OF SUBROGATION |
| G. WAIVER OF DEDUCTIBLE – GLASS | N. UNINTENTIONAL ERRORS OR OMISSIONS |

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE – CONTRACTORS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is a named insured when a written contract or agreement with you, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL EXCESS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance. The word "insured" means any person or organization qualifying as such under the "controlling underlying insurance".

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section IV – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I – COVERAGES

1. Insuring Agreement

- a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

- (1) The amount we will pay for "ultimate net loss" is limited as described in Section II – Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.
- b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".
 - c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

- d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

- (1) First-party physical damage coverage;
- (2) No-fault coverage;
- (3) Personal injury protection or auto medical payments coverage; or
- (4) Uninsured or underinsured motorists coverage.

c. Pollution

- (1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, pollutants; or

- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, pollutants.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

SECTION II – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations, and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or suits brought, or number of vehicles involved;
- c. Persons or organizations making claims or bringing suits; or
- d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

- a. This insurance only applies in excess of the "retained limit".
- b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part. However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".
- c. Subject to Paragraph 2.b. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".
- d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

The Aggregate Limit of this Coverage Part applies separately to each consecutive annual period of this Coverage Part and to any remaining period of this Coverage Part of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

- (1) How, when and where the "event" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury or damage" arising out of the "event".

- b. If a claim is made or suit is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or suit and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or suit as soon as practicable.

- c. You and any other insured involved must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or suit;
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the suit; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury or damage" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

- a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:
 - (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
 - (2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. If this policy is auditable, the premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period, we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a suit asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".
3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.
4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".
5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.
6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:
 - a. Settlements, judgments, binding arbitration; or
 - b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

COMMERCIAL EXCESS LIABILITY

CX 24 33 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NONCONTRIBUTORY - OTHER INSURANCE
CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Paragraph **8.** of **Section III - Conditions** is replaced by the following:

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. However:

(1) This condition will not apply to other insurance specifically written as excess over this Coverage Part.

(2) The insurance provided under this Coverage Part will not seek contribution from any other insurance available to an additional insured, provided that:

(a) The additional insured is a Named Insured under such other insurance;

(b) The additional insured is shown in the Schedule; and

(c) You have agreed in writing in a contract or agreement that this insurance would not seek contribution from any other insurance available to the additional insured.

When this insurance is excess, if no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 00 03 13

POLICY NUMBER: MWC 319620 25

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

SCHEDULE

**ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER TO THE
EXTENT ALLOWABLE BY LAW**

DATE OF ISSUE: 11-20-25

PAYMENT AND PERFORMANCE BONDS

Payment Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Bond 2379019

Payment Bond

"City" City of Atlanta, Georgia

"Project" Centennial Olympic Park Drive Bridge Deck Overlay: BRIDGE ID 121-09073M-000.60N; Project No. 4141

"FC No." _____

"Principal" (Legal Name and Business Address)

Comanche Construction of Georgia, LLC

1734 Sands Place SE

Marietta, GA 30067

Type of Organization ("X" one):

☐ Individual

☐ Partnership

☐ Joint Venture

☒ Corporation

"Surety:" (Name and Business Address)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800 Kansas

City, MO 64105

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 the 30th day of January, 2026, regarding performance of Work relative to the Project.

"Penal Sum:" Two Million Nine Hundred Thirty Five Thousand Nine Hundred Seventy Four & 00/100 (\$2,935,974.00)

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 make payment of all Subcontractors and all persons supplying labor, Materials, machinery and Equipment for the performance of said work, 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 provisions of Section 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 14th day of May, 2026.

PRINCIPAL: Comanche Construction of Georgia, LLC

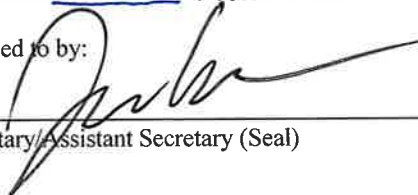


President/Vice President (Sign)

Gustavo GIMENEZ

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Swiss Re Corporate Solutions America Insurance Corporation

By:



Attorney-in-Fact (Sign)

Daniel Yates

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

DocuSigned by:

christopher Sleeper

Associate/Assistant City Attorney

APPROVED

Signed by:



City Chief Financial Officer

Performance Bond

INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

Bond 2379019

Performance Bond

"City" City of Atlanta, Georgia

"Project" Centennial Olympic Park Drive Bridge Deck Overlay: BRIDGE ID 121-09073M-000.60N; Project No. 4141

"FC No."

"Principal" (Legal Name and Business Address)

Comanche Construction of Georgia, LLC

1734 Sands Place SE

Marietta, GA 30067

Type of Organization ("X" one):

☐ Individual

☐ Partnership

☐ Joint Venture

☒ Corporation

"Surety:" (Name and Business Address)

Swiss Re Corporate Solutions America Insurance Corporation

1200 Main Street, Suite 800

Kansas City, MO 64105

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 the 30th day of January, 2026,
regarding performance of Work relative to the Project.

"Penal Sum:" Two Million Nine Hundred Thirty Five Thousand Nine Hundred Seventy Four & 00/100 (\$2,935,974.00)

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 36-82-101, *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 14th day of May, 2026.

PRINCIPAL: Comanche Construction of Georgia, LLC

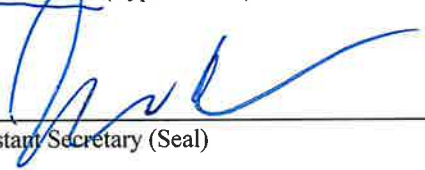


President/Vice President (Sign)

Gustavo GIMENEZ

President/Vice President (Type or Print)

Attested to by:



Secretary/Assistant Secretary (Seal)

SURETY: Swiss Re Corporate Solutions America Insurance Corporation

By:



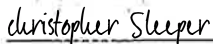
Attorney-in-Fact (Sign)

Daniel Yates

Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

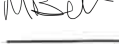
DocuSigned by:



13E0B64203E9479
Associate/Assistant City Attorney

APPROVED

Signed by:



DA01RE5139956FB
City's Chief Financial Officer

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
 SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
 WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

P.D. YATES III, DANIEL YATES, KEVIN M. NEIDERT, SEAN TIDWELL, SANDRA LAWRENCE,
 JENNA JONES, LISA LEE, CHARLES THOMPSON and ELIZABETH WHITE

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation 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 binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC



IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 9th day of MAY, 20 24

State of Illinois
 County of Cook



Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 9th day of MAY, 20 24, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 14 day of May, 20 26

Jeffrey Goldberg, Senior Vice President &
 Assistant Secretary of SRCSAIC and
 SRCSPIC and WIC