



**FULTON  
COUNTY**

**CONTRACT DOCUMENTS FOR  
25ITB082825K-JA**

**US CUSTOMS BORDER FACILITY FULCO  
EXECUTIVE AIRPORT**

**FOR THE  
DEPARTMENT OF REAL ESTATE AND  
ASSET MANAGEMENT**

**OWNER - CONTRACTOR AGREEMENT**

Contractor: **Ward Humphrey, Inc.**

Contract No.: **25ITB082825K-JA US Customs and Border Facility  
FULCO Executive Airport**

Address: **531 Roselane Street, Suite 710**

City, State **Marietta, GA 30060**

Telephone: **470-651-8520**

Email: [sward@Ward-Humphrey.com](mailto:sward@Ward-Humphrey.com)

Contact: **C. Stanton Ward, President**

THIS AGREEMENT is effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between Fulton County, a political subdivision of the State of Georgia (hereinafter called the "County"), and the above named CONTRACTOR in accordance with all provisions of this Construction Agreement ("Contract"), which consists of the following: Owner-Contractor Agreement, Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, general conditions, special conditions, scope of work and specifications, plans, drawings, exhibits, addenda, Purchasing forms, Office of Contract Compliance Forms, Risk Management insurance provisions forms and written change orders.

The specific Exhibits of this Contract are as follows:

- Exhibit A: General Conditions
- Exhibit B: Special Conditions
- Exhibit C: Addenda
- Exhibit D: Bid Form
- Exhibit E: Bonds (Bid, Payment & Performance)
- Exhibit F: Scope of Work and Technical Specifications
- Exhibit G: Exhibits
- Exhibit H: Purchasing Forms
- Exhibit I: Office of Contract Compliance Forms
- Exhibit J: Risk Management Insurance Provisions Forms

WITNESSETH: That the said Contractor has agreed, and by these present does agree with the said County, for and in consideration of a Contract Price of **five million, one hundred seventeen thousand, three hundred forty seven dollars, and eighteen cents; \$ 5,117,347.18**, and other good and valuable consideration, and under the penalty expressed on Bonds hereto attached, to furnish all equipment, tools, materials, skill, and labor of every description necessary to carry out and complete in good, firm, and workmanlike manner, the Work specified, in strict conformity with the Drawings and the Specifications hereinafter set forth, which Drawings and Specifications together with the bid submittals made by the Contractor, General Conditions, Special Provisions, Detailed Specifications, Exhibits, and this Construction Agreement, shall all form essential parts of this Contract. The Work

covered by this Contract includes all Work indicated on Plans and Specifications and listed in the Bid entitled:

**Project Number: 25ITB082825K-JA**  
**US Customs and Border Facility**  
**FULCO Executive Airport**

The Contractor, providing services as an Independent Contractor, shall commence the Work with adequate force and equipment within 10 days from receipt of Notice to Proceed (“NTP”) from the County, and shall substantially complete the work within **270** calendar days from the Notice to Proceed or the date work begins, whichever comes first, final completion shall be completed **300** calendar from the date of the NTP. The Contractor shall remain responsible for performing, in accordance with the terms of the Contract, all work assigned prior to the expiration of the said calendar days allowed for completion of the work even if the work is not completed until after the expiration of such days. The Contractor shall agree that in the performance of this Contract he will comply with all lawful agreements, if any, which the contractor has made with any association, union or other entity, with respect to wages, salaries and working conditions, so as to cause inconvenience, picketing or work stoppage.

*For each calendar day that any work remains uncompleted after the time allowed for completion of the work, the Contractor shall pay the County the sum of \$ 500.00 not as a penalty but as liquidated damages, which liquidated damages the County may deduct from any money due the contractor. At the County’s convenience and not to it prejudice the County may provide written notice of the commencement of the assessment of liquidated damages].*

As full compensation for the faithful performance of this Contract, the County shall pay the Contractor in accordance with the General Conditions and the prices stipulated in the Bid, hereto attached.

It is further mutually agreed between the parties hereto that if, at any time after the execution of this Agreement and the Surety Bonds hereto attached for its faithful performance, the County shall deem the surety or sureties upon such bonds to be unsatisfactory, or, if, for any reason, such bonds cease to be adequate to cover the performance of the Work, the Contractor shall, at his expense, within five days after receipt of notice from the County so to do, furnish an additional bond or bonds in such form and amount, and with such surety or sureties as shall be satisfactory to the County. In such event no further payment to the Contractor shall be deemed to be due under this Agreement until such new or additional security for the faithful performance of the Work shall be furnished in manner and form satisfactory to the County.

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor’s agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor’s agents, Servants, or employees, or by any of the Contractor’s subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County’s Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor’s

own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

**[See General Conditions for similar provision]**

This Contract constitutes the full agreement between the parties, and the Contractor shall not sublet, assign, transfer, pledge, convey, sell or otherwise dispose of the whole or any part of this Contract or his right, title, or interest therein to any person, firm or corporation without the previous consent of the County in writing. Subject to applicable provisions of law, this Contract shall be in full force and effect as a Contract, from the date on which a fully executed and approved counterpart hereof is delivered to the Contractor and shall remain and continue in full force and effect until after the expiration of any guarantee period and the Contractor and his sureties are finally released by the County.

**This agreement was approved by the Fulton County Board of Commissioner on February 4, 2026, Item No. 26-0058**

*[SIGNATURES NEXT PAGE]*

25ITB082825K--JA  
US Customs and Border Facility  
FULCO Executive Airport

Owner – Contractor Agreement

**IN WITNESS THEREOF**, the Parties hereto have caused this Contract to be executed by their duly authorized representatives as attested and witnessed and their corporate seals to be hereunto affixed as of the day and year date first above written.

FULTON COUNTY, GEORGIA

WARD HUMPHREY, INC.

*Robert L. Pitts*

*Stanton Ward*

Robert L. Pitts, Chairman  
Fulton County Board of Commissioners

C. Stanton Ward  
President

ATTEST:

*Tonya R. Grier*

Tonya R. Grier  
Clerk to the Commission

(Affix County Seal)

APPROVED AS TO FORM:

*David Loman*

David Loman, Supervising County Counsel  
Office of the County Attorney

APPROVED AS TO CONTENT:

*Joseph Davis*

Joseph N. Davis, Director  
Department of Real Estate and Asset  
Management

ITEM#: <u>26-0058</u> RM: <u>2/4/26</u>	ITEM#: <u>xxx</u> 2 <sup>nd</sup> RM: <u>xxx</u>
REGULAR MEETING	REGULAR MEETING

# **EXHIBIT A**

## **GENERAL CONDITIONS**

### **00700-1 FAMILIARITY WITH SITE**

Execution of this agreement by the Contractor is a representation that the Contractor has visited the site, has become familiar with the local conditions under which the work is to be performed, and has correlated personal observations with the requirements of this agreement.

### **00700-2 CONTRACT DOCUMENTS**

This agreement consists of Owner's invitation for bid, instructions to bidders, bid form, performance bond, payment bond, acknowledgments, the contract, general conditions, special conditions, specifications, plans, drawings, exhibits, addenda, and written change orders.

- A. Notice of Award of Contract:
- B. Execution of Contract Documents

Upon notification of Award of Contract, the Owner shall furnish the Contractor the conformed copies of Contract Documents for execution by the Contractor and the Contractor's surety.

Within ten (10) days after receipt the Contractor shall return all the documents properly executed by the Contractor and the Contractor's surety. Attached to each document shall be an original power-of-attorney for the person executing the bonds for the surety and certificates of insurance for the required insurance coverage.

After receipt of the documents executed by the Contractor and his surety with the power-of-attorney and certificates of insurance, the Owner shall complete the execution of the documents. Distribution of the completed documents will be made upon completion.

Should the Contractor and/or Surety fail to execute the documents within the time specified; the Owner shall have the right to proceed on the Bid Bond accompanying the bid.

If the Owner fails to execute the documents within the time limit specified, the Contractor shall have the right to withdraw the Contractor's bid without penalty.

Drawings and Specifications:

The Drawings, Specifications, Contract Documents, and all supplemental documents, are considered essential parts of the Contract, and requirements occurring in one are as binding as though occurring in all. They are intended to define, describe and provide for all Work necessary to complete the Project in an acceptable manner, ready for use, occupancy, or operation by the Owner.

In case of conflict between the Drawings and Specifications, the Specifications shall govern. Figure dimensions on Drawings shall govern over scale dimensions, and detailed Drawings shall govern over general Drawings.

In cases where products or quantities are omitted from the Specifications, the description and quantities shown on the Drawings shall govern.

Any ambiguities or need for clarification of the Drawings or Specifications shall be immediately reported to the Construction Manager in writing. Any such ambiguity or need for clarification shall be handled by the Construction Manager in writing. No clarification of the Drawings and Specifications hereunder by the Construction Manager shall entitle the Contractor to any additional monies unless a Change Order has been processed as provided by "Changes in the Contract" hereof.

Any work done by the Contractor following a discovery of such differing site condition or ambiguity or need for clarification in the Contract Drawings and Specifications prior to a written report to the Construction Manager shall not entitle the Contractor to additional monies and shall be done at the Contractor's risk.

The Construction Manager will furnish the Contractor five (5) copies of the Contract Drawings and the Specifications, one copy of which the Contractor shall have available at all times on the Project site.

### **00700-3 DEFINITIONS**

The following terms as used in this agreement are defined as follows to the extent the definitions herein differ or conflict with those in the Instructions for Bidders, Section 00100, the definitions herein shall control.

Alternate bids – the amount stated in the bid or proposal to be added to or deducted from the amount of the base bid or base proposal if the corresponding change in project scope or alternate materials or methods of construction is accepted.

Base bid – the amount of money stated in the bid or proposal as the sum for which the bidder or proposer offers to perform the work.

Change Order - an alteration, addition, or deduction from the original scope of work as defined by the contract documents to address changes or unforeseen conditions necessary for project completion. A written order to the Contractor issued by the County pursuant to Fulton County Code Section 102-420 for changes in the work within the general scope of the contract documents, adjustment of the contract price, extension of the contract time, or reservation of determination of a time extension.

Construction Manager - shall mean the individual designated in writing, by the [Insert Department name] Department as the Construction Manager.

Contractor - shall mean the party of the second part to the Contract Agreement or the authorized and legal representative of such party.

Contract Documents- include the Contract Agreement, Contractor's Bid (including all documentation accompanying the Bid and any post-Bid documentation required by the County prior to the Notice of Award), Bonds, all Special Conditions, General Conditions, Supplementary Conditions, Specifications, Drawings and addenda, together with written amendments, change orders, field orders and the Construction Manager's written interpretations and clarifications issued in accordance with the General Conditions on or after the date of the Contract Agreement.

Shop drawing submittals reviewed in accordance with the General Conditions, geotechnical investigations and soils report and drawings of physical conditions in or relating to existing surface structures at or contiguous to the site are not Contract Documents.

Contract Price - The sum specified in the Agreement to be paid to the Contractor in consideration of the Work.

Contract Time - shall mean the number of consecutive calendar days as provided in the Contract Agreement for completion of the Work, to be computed from the date of Notice to Proceed.

Owner or County - shall mean Fulton County Government, party of the first part to the Contract Agreement, or its authorized and legal representatives.

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

Director - Director of the [insert department name] Department of Fulton County, Georgia or the designee thereof.

Final Completion - shall mean the completion of all work as required in accordance with the terms and conditions of the contract documents.

Liquidated Damages - shall mean the amount, stated in the Contract Agreement, which the Contractor agrees to pay to the Owner for each consecutive calendar day beyond the Contract time required to complete the Project or for failing to comply with associated milestones. Liquidated Damages will end upon written notification from the Owner of Final Acceptance of the Project or upon written notification of from the Owner of completion of the milestone.

Notice to Proceed - A written communication issued by the County to the Contractor authorizing it to proceed with the work, establishing the date of commencement and completion of the work, and providing other direction to the Contractor.

Products - shall mean materials or equipment permanently incorporated into the work.

Project Manual - The Contract Documents.

Provide - shall mean to furnish and install.

Substantial Completion - The date certified by the Construction Manager when all or a part of the work, as established pursuant to General Condition 0700-81, is sufficiently completed in accordance with the

requirements of the contract documents so that the identified portion of the work can be utilized for the purposes for which it is intended.

Work or Project - All of the services specified, indicated, shown or contemplated by the contract documents, and furnishing by the Contractor of all materials, equipment, labor, methods, processes, construction and manufacturing materials and equipment, tools, plans, supplies, power, water, transportation and other things necessary to complete such services in accordance with the contract documents to insure a functional and complete facility.

#### **00700-4 CODES**

All codes, specifications, and standards referenced in the contract documents shall be the latest editions, amendments and revisions of such referenced standards in effect as of the date of the request for proposals for this contract.

#### **00700-5 REVIEW OF CONTRACT DOCUMENTS**

Before making its proposal to the County, and continuously after the execution of the agreement, the Contractor shall carefully study and compare the contract documents and shall at once report to the Construction Manager any error, ambiguity, inconsistency or omission that may be discovered, including any requirement which may be contrary to any law, ordinance, rule, or regulation of any public authority bearing on the performance of the work. By submitting its proposal, the Contractor agrees that the contract documents, along with any supplementary written instructions issued by or through the Construction Manager that have become a part of the contract documents, appear accurate, consistent and complete insofar as can be reasonably determined. If the Contractor has timely reported in writing any error, inconsistency, or omission to the Construction Manager, has properly stopped the affected work until instructed to proceed, and has otherwise followed the instructions of the Construction Manager, the Contractor shall not be liable to the County for any damage resulting from any such error, inconsistency, or omission in the contract documents. The Contractor shall not perform any portion of the work without the contract documents, approved plans, specifications, products and data, or samples for such portion of the work. For purposes of this section "timely" is defined as the time period in which the contractor discovers, or should have discovered, the error, inconsistency, or omission, with the exercise of reasonable diligence.

#### **00700-6 STRICT COMPLIANCE**

No observation, inspection, test or approval of the County or Construction Manager shall relieve the Contractor from its obligation to perform the work in strict conformity with the contract documents except as provided in General Condition 00700-48.

#### **00700-7 APPLICABLE LAW**

All applicable State laws, County ordinances, codes, and rules and regulations of all authorities having jurisdiction over the construction of the project shall apply to this agreement. The Contractor shall comply with the requirements of any Fulton County program concerning non-discrimination in contracting. All work performed within the right of way of the Georgia Department of Transportation and any railroad crossing shall be in accordance with Georgia Department of Transportation regulations, policies and procedures and, where applicable, those of any affected railroad. The Contractor shall comply with all laws, ordinances, codes, rules and regulations bearing on the conduct of the work as specified and the Contractor agrees to indemnify and hold harmless the County, its officers, agents and employees, as well as the Construction Manager and the Program Manager against any claim or liability arising from or based on the violation of any law, ordinance, regulation, order or decree affecting the conduct of the work, whether occasioned by the Contractor, his agents or employees.

#### **00700-8 PERMITS, LICENSES AND BONDS**

All permits and licenses necessary for the work shall be secured and paid for by the Contractor. If any permit, license or certificate expires or is revoked, terminated, or suspended as a result of any action on the part of the Contractor, the Contractor shall not be entitled to additional compensation or time. The Contractor shall obtain and keep in force at all times performance and payment bonds payable to Fulton County in penal amounts equal to 100% of the Contract price.

### **00700-9 TAXES**

- A. The Contractor shall pay all sales, retail, occupational, service, excise, old age benefit and unemployment compensation taxes, consumer, use and other similar taxes, as well as any other taxes or duties on the materials, equipment, and labor for the work provided by the Contractor which are legally enacted by any municipal, county, state or federal authority, department or agency at the time bids are received, whether or not yet effective. The Contractor shall maintain records pertaining to such taxes and levies as well as payment thereof and shall make the same available to the County at all reasonable times for inspection and copying. The Contractor shall apply for any and all tax exemptions which may be applicable and shall timely request from the County such documents and information as may be necessary to obtain such tax exemptions. The County shall have no liability to the Contractor for payment of any tax from which it is exempt.
- B. The Contractor is obligated to comply with all local and State Sales and Use Tax laws. The Contractor shall provide the Owner with documentation to assist the Owner in obtaining sales and/or use tax refunds for eligible machinery and equipment used for the primary purpose of reducing or eliminating air or water pollution as provided for in Chapter 48-8-3 (36) and (37) of the Official Code of Georgia. All taxes shall be paid by the Contractor. All refunds will accrue to the Owner.

Acceptance of the project as complete and final payment will not be made by the Owner until the Contractor has fully complied with this requirement.

### **00700-10 DELINQUENT CONTRACTORS**

The County shall not pay any claim, debt, demand or account whatsoever to any person firm or corporation who is in arrears to the County for taxes. The County shall be entitled to a counterclaim, back charge, and offset for any such debt in the amount of taxes in arrears, and no assignment or transfer of such debt after the taxes become due shall affect the right of the County to offset any taxes owed against said debt.

### **00700-11 LIEN WAIVERS**

The Contractor shall furnish the County with evidence that all persons who have performed work or furnished materials pursuant to this agreement have been paid in full prior to submitting its demand for final payment pursuant to this agreement. A final affidavit, Exhibit A, must be completed, and submitted to comply with requirements of 00700-11. In the event that such evidence is not furnished, the County may retain sufficient sums necessary to meet all lawful claims of such laborers and materialmen. The County assumes no obligation nor in any way undertakes to pay such lawful claims from any funds due or that may become due to the Contractor.

### **00700-12 MEASUREMENT**

All items of work to be paid for per unit of measurement shall be subject to inspection, measurement, and confirmation by the Construction Manager.

### **00700-13 ASSIGNMENT**

The Contractor shall not assign any portion of this agreement or moneys due there from (include factoring of receivables) without the prior written consent of the County. The Contractor shall retain personal control and shall provide personal attention to the fulfillment of its obligations pursuant to this agreement. Any assignment without the express written consent of the County shall render this contract voidable at the sole option of the County.

### **00700-14 FOREIGN CONTRACTORS**

In the event that the Contractor is a foreign corporation, partnership, or sole proprietorship, the Contractor hereby irrevocably appoints the Secretary of State of Georgia as its agent for service of all legal process for the purpose of this contract only.

### **00700-15 INDEMNIFICATION**

The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any and all persons, including the Contractor's agents, servants, and employees, and in addition thereto, for any and all damages to property caused by or resulting from or arising out of any act or omission in connection with this contract or the prosecution of work hereunder, whether caused by the Contractor or the Contractor's

agents, Servants, or employees, or by any of the Contractor's subcontractors or suppliers, and the Contractor shall indemnify and hold harmless the County, the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents, or any of their subcontractors from and against any and all loss and/or expense which they or any of them may suffer or pay as a result of claims or suits due to, because of, or arising out of any and all such injuries, deaths and/or damage, irrespective of County or Construction Manager negligence (except that no party shall be indemnified for their own sole negligence). The Contractor, if requested, shall assume and defend at the Contractor's own expense, any suit, action or other legal proceedings arising there from, and the Contractor hereby agrees to satisfy, pay, and cause to be discharged of record any judgment which may be rendered against the County and the Construction Manager arising there from.

In the event of any such loss, expense, damage, or injury, or if any claim or demand for damages as heretofore set forth is made against the County or the Construction Manager, the County may withhold from any payment due or thereafter to become due to the Contractor under the terms of this Contract, an amount sufficient in its judgment to protect and indemnify it and the Construction Manager, County's Commissioners, officers, employees, successors, assigns and agents from any and all claims, expense, loss, damages, or injury; and the County, in its discretion, may require the Contractor to furnish a surety bond satisfactory to the County providing for such protection and indemnity, which bond shall be furnished by the Contractor within five (5) days after written demand has been made therefore. The expense of said Bond shall be borne by the Contractor.

#### **00700-16 SUPERVISION OF WORK AND COORDINATION WITH OTHERS**

The Contractor shall supervise and direct the work using the Contractor's best skill and attention. The Contractor shall be solely responsible for all construction methods and procedures and shall coordinate all portions of the work pursuant to the contract subject to the overall coordination of the Construction Manager. All work pursuant to this agreement shall be performed in a skillful and workmanlike manner.

The County reserves the right to perform work related to the Project with the County's own forces and to award separate contracts in connection with other portions of the project, other work on the site under these or similar conditions of the contract, or work which has been extracted from the Contractor's work by the County.

When separate contracts are awarded for different portions of the project or other work on the site, the term "separate contractor" in the Contract Documents in each case shall mean the contractor who executes each separate County Agreement.

The Contractor shall cooperate with the County and separate contractors in arranging the introduction and storage of materials and equipment and execution of their work, and shall cooperate in coordinating connection of its work with theirs as required by the Contract Documents.

If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Construction Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results **within fourteen (14) days** of discovery of such discrepancy or defect. Failure of the Contractor to so report in writing shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive the Work, except as to any defects which may subsequently become apparent in such work by others.

Any costs caused by defective or untimely work shall be borne by the party responsible therefore.

Should the Contractor wrongfully cause damage to the work or property of the County or to other work or property on the site, including the work of separate contractors, the Contractor shall promptly remedy such damage at the Contractor's expense.

Should the Contractor be caused damage by any other contractor on the Project, by reason of such other contractor's failure to perform properly his contract with the County, no action shall lie against the County or the Construction Manager inasmuch as the parties to this agreement are the only beneficiaries hereof and there are no third party beneficiaries and neither the County nor the Construction Manager shall have liabilities therefore, but the Contractor may assert his claim for damages solely against such other contractor.

The Contractor shall not be excused from performance of the contract by reason of any dispute as to damages with any other contractor or third party.

Where the Work of this Contract shall be performed concurrently in the same areas as other construction work, the Contractor shall coordinate with the Construction Manager and the separate contractors in establishing mutually acceptable schedules and procedures that shall permit all jobs to proceed with minimum interference.

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean up and charge the cost thereof to the Contractor or contractors responsible therefore as the County shall determine to be just.

### **00700-17 ADMINISTRATION OF CONTRACT**

The Program Manager and the Construction Manager shall provide administration services as hereinafter described.

For the administration of this Contract, the Construction Manager shall serve as the County's primary representative during design and construction and until final payment to the Contractor is due. The Construction Manager shall advise and consult with the County and the Program Manager. The primary point of contact for the Contractor shall be the Construction Manager. All correspondence from the Contractor to the County shall be forwarded through the Construction Manager. Likewise, all correspondence and instructions to the Contractor shall be forwarded through the Construction Manager.

The Construction Manager will determine in general that the construction is being performed in accordance with design and engineering requirements, and will endeavor to guard the County against defects and deficiencies in the Work.

The Construction Manager will not be responsible for or have control or charge of construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, nor will it be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Construction Manager will not be responsible for or have control or charge over the acts or omissions of the Contractor, its engineers, consultants, subcontractors, or any of their agents or employees, or any other persons performing the Work.

Based on the Construction Manager's observations regarding the Contractor's Applications for Payment, the Construction Manager shall determine the amounts owing to the Contractor, in accordance with the payment terms of the Contract, and shall issue Certificates for Payment in such amount to the County.

The Construction Manager shall render interpretations necessary for the proper execution or progress of the Work. Either party to the Contract may make written requests to the Construction Manager for such interpretations.

Claims, disputes and other matters in question between the Contractor and the County relating to the progress of the Work or the interpretation of the Contract Documents shall be referred to the Construction Manager for interpretation.

All interpretations of the Construction Manager shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in graphic form.

Except as otherwise provided in this Contract, the Construction Manager shall issue a decision on any disagreement concerning a question of fact arising under this Contract. The Construction Manager shall reduce the decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Construction Manager shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor files a written appeal with the Director of Public Works and mails or otherwise furnishes the Construction Manager a copy of such appeal. The decision of the Director of Public Works or the Director's duly authorized representative for the determination of such appeals shall be final and conclusive. Such final decision shall not be pleaded in any suit involving a question of fact arising under this Contract, provided such is not fraudulent, capricious, arbitrary, so grossly erroneous as necessarily implying bad faith, or is not supported by substantial evidence. In connection with any appeal proceeding under this Article, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of Contractor's appeal. Pending any final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract as directed by the Construction Manager.

The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in the Construction Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the County shall have authority to require special inspection or testing of the Work whether or not such Work be then fabricated, installed or completed. The Contractor shall pay for such special inspection or testing if the Work so inspected or tested is found not to comply with the requirements of the contract; the County shall pay for special inspection and testing if the Work is found to comply with the contract. Neither the Construction Manager's authority to act under this Subparagraph, nor any decision made by the Construction Manager in good faith either to exercise or not to exercise such authority, shall give rise to any duty or responsibility of the Construction Manager to the Contractor, any subcontractor, any of their agents or employees, or any other person performing any of the Work.

The Contractor shall provide such shop drawings, product data, and samples as may be required by the Construction Manager and/or as required by these Contract Documents.

The Construction Manager shall conduct inspections to determine Substantial Completion and Final Completion, and shall receive and forward to the County for review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Construction Manager shall approve and issue Certificates for Payment upon compliance with Substantial and Final Completion requirements indicated in General Conditions 00700-81, 00700-82, 00700-84 and 00700-85 of this Agreement.

Except as provided in General Condition 00700-48, the Contractor shall not be relieved from the Contractor's obligations to perform the work in accordance with the contract documents by the activities or duties of the County or any of its officers, employees, or agents, including inspections, tests or approvals, required or performed pursuant to this agreement.

#### **00700-18 RESPONSIBILITY FOR ACTS OF EMPLOYEES**

The Contractor shall employ only competent and skilled personnel. The Contractor shall, upon demand from the Construction Manager, immediately remove any superintendent, foreman or workman whom the Construction Manager may consider incompetent or undesirable.

The Contractor shall be responsible to the County for the acts and omissions of the Contractor's employees, subcontractors, and agents as well as any other persons performing work pursuant to this agreement for the Contractor.

#### **00700-19 LABOR, MATERIALS, SUPPLIES, AND EQUIPMENT**

Unless otherwise provided in this agreement, the Contractor shall make all arrangements with necessary support agencies and utility companies provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the execution and completion of the work.

#### **00700-20 DISCIPLINE ON WORK SITE**

The Contractor shall enforce strict discipline and good order among its employees and subcontractors at all times during the performance of the work, to include compliance with the Fulton County Drug Free Work Place Policy. The Contractor shall not employ any subcontractor who is not skilled in the task assigned to it. The Construction Manager may, by written notice, require the Contractor to remove from the work any subcontractor or employee deemed by the Construction Manager to be incompetent.

#### **00700-21 HOURS OF OPERATION**

All work at the construction site shall be performed during regular business hours of the Fulton County government, except upon the Construction Manager's prior written consent to other work hours. It is further understood that the Contractor's construction schedule is based on a normal 40 hours, five day work week, less Fulton County-recognized holidays. Contractors work schedule shall not violate Fulton County Noise Ordinance by working hours inconsistent with the Fulton County Noise Ordinance. The County's current noise ordinance or other applicable ordinance shall govern. If the Contractor desires to work in excess of this limit, the Contractor shall submit a written request to the Construction Manager, a minimum of five days prior to the desired work date. The Contractor shall be responsible for any additional expenses incurred by the

Owner as a result of the extended work hours, including resident inspection overtime. The cost associated with resident inspector overtime shall be deducted from the Contractor monthly payment request.

**00700-22 FAMILIARITY WITH WORK CONDITIONS**

The Contractor shall take all steps necessary to ascertain the nature and location of the work and the general and local conditions which may affect the work or the cost thereof. The Contractor's failure to fully acquaint itself with the conditions which may affect the work, including, but not limited to conditions relating to transportation, handling, storage of materials, availability of utilities, labor, water, roads, weather, topographic and subsurface conditions, other separate contracts to be entered into by the County relating to the project which may affect the work of the Contractor, applicable provisions of law, and the character and availability of equipment and facilities necessary prior to and during the performance of the work shall not relieve the Contractor of its responsibilities pursuant to this agreement and shall not constitute a basis for an equitable adjustment of the contract terms. The County reserves the right to perform with its own forces or to contract with other entities for other portions of the project work, in which case the Contractor's responsibility to assure its familiarity with work conditions hereunder shall include all coordination with such other contractors and the County necessary to insure that there is no interference between contractors as will delay or hinder any contractor in its prosecution of work on the project. The County assumes no responsibility for any understandings or representations concerning conditions of the work made by any of its officers, agents, or employees prior to the execution of this agreement.

**00700-23 RIGHT OF ENTRY**

The County reserves the right to enter the site of the work by such agent, including the Construction Manager, as it may elect for the purpose of inspecting the work or installing such collateral work as the County may desire. The Contractor shall provide safe facilities for such access so that the County and its agents may perform their functions.

**00700-24 NOTICES**

Any notice, order, instruction, claim or other written communication required pursuant to this agreement shall be deemed to have been delivered or received as follows:

Upon personal delivery to the Contractor, its authorized representative, or the Construction Manager on behalf of the County. Personal delivery may be accomplished by in-person hand delivery or bona fide overnight express service.

Three days after depositing in the United States mail a certified letter addressed to the Contractor or the Construction Manager for the County. For purposes of mailed notices, the County's mailing address shall be 141 Pryor Street, 6th Floor, Atlanta, Georgia 30303, or as the County shall have otherwise notified the Contractor. The Contractor's mailing address shall be the address stated in its proposal or as it shall have most recently notified the Construction Manager in writing.

**00700-25 SAFETY**

A. SAFETY, HEALTH AND LOSS PREVENTION

The Contractor shall be responsible for implementing a comprehensive project-specific safety, health and loss prevention program and employee substance abuse program for this project. All Sub-Contractors must either implement their own program or follow the Contractor's safety, health and loss prevention program and employee substance abuse program.

The Contractor's safety, health and loss prevention program and employee substance abuse program must meet or exceed all governmental regulations (OSHA, EPA, DOT, State, local), and any other specific Fulton County requirements

B. COUNTY'S SAFETY, HEALTH, AND LOSS PREVENTION PROCESS GUIDELINES AND REQUIREMENTS

The County and its agents reserve the right, but assume no duty, to establish and enforce safety, health, and loss prevention guidelines and to make the appropriate changes in the guidelines, for the protection of persons and property and to review the efficiency of all protective measures taken by the Contractor. The Contractor shall comply with all safety, health, and loss prevention process guidelines and requirements and changes made by the County or its agent(s). The issuance of any

such guidelines or changes by the County or its agent(s) shall not relieve the Contractor of its duties and responsibilities under this Agreement, and the County or its agent(s) shall not thereby assume, nor be deemed to have assumed, any such duties or responsibilities of the Contractor.

C. COMPLIANCE OF WORK, EQUIPMENT, AND PROCEDURES WITH ALL APPLICABLE LAWS and REGULATIONS

All Work, whether performed by the Contractor or its Sub-Contractors of any tier, or anyone directly or indirectly employed by any of them, and all equipment, appliances, machinery, materials, tools and like items incorporated or used in the Work, shall be in compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
2. All rules, regulations, and requirements of the County or its agent(s) and its insurance carriers relating there to. In the event of a conflict or differing requirements the more stringent shall govern.

D. PROTECTION OF THE WORK

1. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work and temporary facilities against loss or damage from whatever cause, shall protect the property of the County and third parties from loss or damage from whatever cause arising out of the performance of the Work, and shall comply with the requirements of the County or its agent(s) and its insurance carriers, and with all applicable laws, codes, rules and regulations, (as same may be amended) with respect to the prevention of loss or damage to property as a result of fire or other hazards.
2. The County or its agent(s) may, but shall not be required to, make periodic inspections of the Project work area. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and the County or its agent(s) shall not assume, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the assurance of Contractor by this Agreement.

E. SAFETY EQUIPMENT

1. The Contractor shall provide to each worker on the Project work area the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Project work area who fails or refuses to use the same. The County or its agent shall have the right, but not the obligation, to order the removal of a worker from the Project work site for his/her failure to comply with safe practices or substance abuse policies.

F. EMERGENCIES

1. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any federal or state safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss and to remedy said violation. Failing such action the County or its agent(s) may immediately take whatever steps it deems necessary including, but not limited to, suspending the Work as provided in this Agreement.
2. The County or its agent(s) may offset any and all costs or expenses of whatever nature, including attorneys' fees, paid or incurred by the County or its agent(s) (whether such fees are for in-house counsel or counsel retained by the County or its agent), in taking the steps authorized by Section 00700-25(G) (1) above against any sums then or thereafter due to the Contractor. The Contractor shall defend, indemnify and hold the County, its officers, agents, and employees harmless against any and all costs or expenses caused by or arising from the exercise by the County of its authority to act in an emergency as set out herein. If the Contractor shall be entitled to any additional compensation or extension of time change order on account of emergency work not due to the fault or neglect of the Contractor or its Sub-

Contractors, such additional compensation or extension of time shall be determined in accordance with General Condition 00700-52 and General Condition 00700-87 of this Agreement.

G. SUSPENSION OF THE WORK

1. Should, in the judgment of the County or its agent(s), the Contractor or any Sub-Contractor fail to provide a safe and healthy work place, the County or its agent shall have the right, but not the obligation, to suspend work in the unsafe areas until deficiencies are corrected. All costs of any nature (including, without limitation, overtime pay, liquidated damages or other costs arising out of delays) resulting from the suspension, by whomsoever incurred, shall be borne by the Contractor.
2. Should the Contractor or any Sub-Contractor fail to provide a safe and healthy work place after being formally notified in writing by the County or its agents of such non-compliance, the contract may be terminated following the termination provision of the contract.

H. CONTRACTOR'S INDEMNITY OF THE COUNTY FOR CONTRACTOR'S NON-COMPLIANCE WITH SAFETY PROGRAM

1. The Contractor recognizes that it has sole responsibility to assure its Safety Program is implemented and to assure its construction services are safely provided. The Contractor shall indemnify, defend and hold the County and its agents harmless, from and against any and all liability (whether public or private), penalties (contractual or otherwise), losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting, either in whole or in part, from any failure of the Contractor, its Sub-Contractors of any tier or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with the safety requirements of the contract. The Contractor shall not be relieved of its responsibilities under the safety requirements of the Contract should the County or its agent(s) act or fail to act pursuant to its rights hereunder.
2. The Contractor shall not raise as a defense to its obligation to indemnify under this Subparagraph I any failure of those indemnified hereunder to assure Contractor operates safely, it being understood and agreed that no such failure shall relieve the Contractor from its obligation to assure safe operations or from its obligation to so indemnify. The Contractor also hereby waives any rights it may have to seek contribution, either directly or indirectly, from those indemnified hereunder.
3. In any and all claims against those indemnified hereunder by any employee of the Contractor, any Sub-Contractor of any tier or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Subparagraph I shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any Sub-Contractor of any tier under any workers' compensation act, disability benefit or other employee benefit acts.

**00700-26 BLASTING AND EXCAVATION**

The Contractor acknowledges that it is fully aware of the contents and requirements of O.C.G.A. § 25-9-1 through 25-9-12 concerning blasting and excavation near underground gas pipes and facilities and shall fully comply therewith.

**00700-27 HIGH VOLTAGE LINES**

The Contractor acknowledges that it is fully aware of the contents and requirements O.C.G.A. § 46-3-30 through 46-3-39 concerning safeguards against contact with high voltage lines, and the Contractor shall fully comply with said provisions.

**00700-28 SCAFFOLDING AND STAGING**

The Contractor acknowledges that it is the person responsible for employing and directing others to perform labor within the meaning of O.C.G.A. § 34-1-1 and agrees to comply with said provisions.

**00700-29 CLEAN-UP**

The Contractor shall clean up all refuse, rubbish, scrap materials, and debris caused by its operations to the end that the site of the work shall present a neat, orderly and workmanlike appearance at all times.

**00700-30 PROTECTION OF WORK**

The Contractor shall be responsible for maintenance and protection of the work, which shall include any County-furnished supplies, material, equipment, until final completion of this agreement and acceptance of the work as defined herein. Any portion of the work suffering injury, damage or loss shall be considered defective and shall be corrected or replaced by the Contractor without additional cost to the County.

**00700-31 REJECTED WORK**

The Contractor shall promptly remove from the project all work rejected by the Construction Manager for failure to comply with the contract documents and the Contractor shall promptly replace and re-execute the work in accordance with the contract documents and without expense to the County. The Contractor shall also bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

**00700-32 DEFECTIVE WORK**

If the Contractor defaults or neglects to carry out any portion of the work in accordance with the contract documents, and fails within three days after receipt of written notice from the Construction Manager to commence and continue correction of such default or neglect with diligence and promptness, the County may, after three days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, make good such deficiencies and complete all or any portion of any work through such means as the County may select, including the use of a separate Contractor. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies. In the event the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the County on demand.

The County may, at its option, accept defective or nonconforming work instead of requiring its removal or correction. In such case, a change order shall be issued reducing the price due the contractor to the extent appropriate and equitable. Such contract price adjustment shall be effected whether or not final payment has been made.

**00700-33 WARRANTY OF NEW MATERIALS**

The Contractor warrants to the County that all materials and equipment furnished under this contract will be new unless otherwise specified, and the Contractor further warrants that all work will be of good quality, free from faults and defects, and in conformance with the contract documents. The warranty set forth in this paragraph shall survive final acceptance of the work.

**00700-34 CONTRACTOR'S WARRANTY OF THE WORK**

If within one year after the date of issuance of the certificate of final payment pursuant to General Condition 84, or within such longer period of time as may be prescribed by law or by the term of any applicable special warranty required by the contract documents, any of the work is found to be defective or not in accordance with the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the Construction Manager to do so. This obligation shall survive both final payment for the work and termination of the contract.

**00700-35 ASSIGNMENT OF MANUFACTURERS' WARRANTIES**

Without limiting the responsibility or liability of the Contractor pursuant to this agreement, all warranties given by manufacturers on materials or equipment incorporated in the work are hereby assigned by the Contractor to the County. If requested, the Contractor shall execute formal assignments of said manufacturer's warranties to the County. All such warranties shall be directly enforceable by the County.

### **00700-36 WARRANTIES IMPLIED BY LAW**

The warranties contained in this agreement, as well as those warranties implied by law, shall be deemed cumulative and shall not be deemed alternative or exclusive. No one or more of the warranties contained herein shall be deemed to alter or limit any other.

### **00700-37 STOP WORK ORDERS**

In the event that the Contractor fails to correct defective work as required by the contract documents or fails to carry out the work in accordance with contract documents, the Construction Manager, in writing, may order the Contractor to stop work until the cause for such order has been eliminated. This right of the County to stop work shall not give rise to any duty on the part of the County or the Construction Manager to execute this right for the benefit of the Contractor or for any other person or entity.

### **00700-38 TERMINATION FOR CAUSE**

If the Contractor is adjudged bankrupt, makes a general assignment for the benefit of creditors, suffers the appointment of a receiver on account of its insolvency, fails to supply sufficient properly skilled workers or materials, fails to make prompt payment to subcontractors or materialmen, disregards laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, fails to diligently prosecute the work, or is otherwise guilty of a material violation of this agreement and fails within seven days after receipt of written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the County may, after seven days following receipt by the Contractor of an additional written notice and without prejudice to any other remedy the County may have, terminate the employment of the Contractor and take possession of the site as well as all materials, equipment, tools, construction equipment and machinery thereon. The County may finish the work by whatever methods the County deems expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is completed.

Upon completion of the work, the County shall determine in its sole discretion whether the Contractor is due any compensation for those services the Contractor performed prior to the termination to the satisfaction of the County ("Unpaid Satisfactory Work"), and shall compensate Contractor for the same. The County shall further determine in its sole discretion whether the County's completion of the work was made more costly as a result of failures, acts, or omissions of the Contractor, and if so, shall deduct such amounts ("Overages") from any amounts that may be due to the Contractor. In the event that the Overages exceed the Unpaid Satisfactory Work, the Contractor shall immediately pay the difference to the County on demand. These obligations for payment shall survive the termination of the contract. Termination of this agreement pursuant to this paragraph may result in disqualification of the Contractor from bidding on future County contracts.

### **00700-39 TERMINATION FOR CONVENIENCE**

The County may, at any time upon written notice to the Contractor, terminate the whole or any portion of the work for the convenience of the County. The effective date of the termination shall be provided in the written notice. Said termination shall be without prejudice to any right or remedy of the County provided herein. In addition, in the event this agreement has been terminated by the County through the Termination for Cause provisions due to a claim of default by the Contractor, and it is later determined that the Contractor was not in default pursuant to the provisions of this agreement at the time of termination, then such termination shall be considered a Termination for Convenience pursuant to this paragraph and administered according to the provisions related to Termination for Convenience set out in this Contract.

### **00700-40 TERMINATION FOR CONVENIENCE - PAYMENT**

If the Contract is terminated for convenience by the Owner as provided in this article, Contractor will be paid compensation for those services actually performed as approved by the Owner or his representative. Partially completed tasks will be compensated for based on a signed statement of completion prepared by the Project Manager and submitted to the Contractor which shall itemize each task element and briefly state what work has been completed and what work remains to be done. Contractor shall also be paid for reasonable costs for the orderly filing and closing of the project.

### **00700-41 TERMINATION FOR CONVENIENCE - PAYMENT LIMITATIONS**

Except for normal spoilage, and except to the extent that the County shall have otherwise expressly assumed the risk of loss, there shall be excluded from the amounts payable to the Contractor the fair value, as

determined by the Construction Manager, of property which is destroyed, lost, stolen or damaged so as to become undeliverable to the County or to another buyer.

**00700-42 COST TO CURE**

If the County terminates for cause the whole or any part of the work pursuant to this agreement, then the County may procure upon such terms and in such manner as the Construction Manager may deem appropriate, supplies or services similar to those so terminated, for the purpose of completing the work for which the Contractor was contractually engaged, and the Contractor shall be liable to the County for any excess costs for such similar supplies or services. The Contractor shall continue the performance of this agreement to the extent not terminated hereunder.

**00700-43 ATTORNEY'S FEES**

Should the Contractor default pursuant to any of the provisions of this agreement, the Contractor and its surety shall pay to the County such reasonable attorney's fees as the County may expend as a result thereof and all costs, expenses, and filing fees incidental thereto.

**00700-44 CONTRACTOR'S RESPONSIBILITIES UPON TERMINATION**

After receipt of a notice of termination from the County, and except as otherwise directed by the Construction Manager, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the notice of termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated;
3. Unless otherwise directed by the Construction Manager, terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination;
4. Assign to the County in the manner, at the times, and to the extent directed by the Construction Manager, all of the rights, title and interest of the Contractor under the orders and subcontracts so terminated, in which case the County shall have the right, at its discretion, to settle or pay any and all claims arising out of the termination of such orders or subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts with the approval or ratification of the Construction Manager, to the extent the Construction Manager may require, which approval or ratification shall be final for all purposes;
6. Transfer title and deliver to the entity or entities designated by the Construction Manager, in the manner, at the times, and to the extent, if any, directed by the Construction Manager, and to the extent specifically produced or specifically acquired by the Contractor for the performance of such portion of the work as has been terminated:
  - a. The fabricated or un-fabricated parts, work, and progress, partially completed supplies, and equipment, materials, parts, tools, dyes, jigs, and other fixtures, completed work, supplies, and other material produced as a 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 to the work.
7. Use its best efforts to sell in the manner, at the times, to the extent, and at the prices directed or authorized by the Construction Manager, any property described in Section 6 of this paragraph, provided, however, that the Contractor shall not be required to extend credit to any buyer and further provided that the proceeds of any such transfer or disposition shall be applied in reduction of any payments to be made by the County to the Contractor pursuant to this agreement.
8. Complete performance of such part of the work as shall not have been terminated by the notice of termination; and

9. Take such action as may be necessary, or as the Construction Manager may direct, for the protection and preservation of the property related to the agreement which is in the possession of the Contractor and in which the County has or may acquire an interest.

#### **00700-45 RECORDS**

The Contractor shall preserve and make available to the County all of its records, books, documents and other evidence bearing on the costs and expenses of the Contractor and any subcontractor pursuant to this agreement upon three days advance notice to the Contractor.

#### **00700-46 DEDUCTIONS**

In arriving at any amount due the Contractor pursuant to the terms of this agreement, there shall be deducted all liquidated damages, advance payments made to the Contractor applicable to the termination portion of the contract, the amount of any claim which the County may have against the Contractor, the amount determined by the Construction Manager to be necessary to protect the County against loss due to outstanding potential liens or claims, and the agreed price of any materials acquired or sold by the Contractor and not otherwise recovered by or credited to the County.

#### **00700-47 REIMBURSEMENT OF THE COUNTY**

In the event of termination for cause or convenience, the Contractor shall refund to the County any amount paid by the County to the Contractor in excess of the costs properly reimbursable to the Contractor.

#### **00700-48 SUSPENSION, INTERRUPTION, DELAY, DAMAGES**

The Contractor shall be entitled to only those damages and that relief from termination by the County as specifically set forth in this agreement. The Construction Manager may issue a written order requiring the Contractor to suspend, delay or interrupt all or any part of the work for such period of time as the County may determine to be appropriate for the convenience of the County. If the performance of the work is interrupted for an unreasonable period of time by an act of the County or any of its officers, agents, employees, contractors, or consultants in the administration of this agreement, an equitable adjustment shall be made for any increase in the Contractor's costs of performance and any increase in the time required for performance of the work necessarily caused by the unreasonable suspension, delay, or interruption. Any equitable adjustment shall be reduced to writing and shall constitute a modification to this agreement. In no event, however, shall an equitable adjustment be made to the extent that performance of this agreement would have been suspended, delayed or interrupted by any other cause, including the fault or negligence of the Contractor. No claim for an equitable adjustment pursuant to this paragraph shall be permitted before the Contractor shall have notified the Construction Manager in writing of the act or failure to act involved, and no claim shall be allowed unless asserted in writing to the Construction Manager within ten days after the termination of such suspension, delay or interruption.

#### **00700-49 COMMENCEMENT AND DURATION OF WORK**

The County may issue a Notice to Proceed at any time within 120 days following execution of the contract by the County. The Contractor shall commence work pursuant to this agreement within ten days of mailing or delivery of written notice to proceed. The Contractor shall diligently conduct the work to completion within the time specified therefore in the Agreement. The capacity of the Contractor's construction and manufacturing equipment and plan, sequence and method of operation and forces employed, including management and supervisory personnel, shall be such as to insure completion of the work within the time specified in the Agreement. The Contractor and County hereby agree that the contract time for completion of the work is reasonable taking into consideration the average climatic conditions prevailing in the locality of the work and anticipated work schedules of other contractors whose activities are in conjunction with or may affect the work under this contract.

#### **00700-50 TIME OF THE ESSENCE**

All time limits stated in this agreement are of the essence of this contract.

#### **00700-51 IMPACT DAMAGES**

Except as specifically provided pursuant to a stop work order or change order, the Contractor shall not be entitled to payment or compensation of any kind from the County for direct or indirect or impact damages including, but not limited to, costs of acceleration arising because of delay, disruption, interference or

hindrance from any cause whatsoever whether such delay, disruption, interference or hindrance is reasonable or unreasonable, foreseeable or unforeseeable, or avoidable, provided, however, that this provision shall not preclude the recovery of damages by the Contractor for hindrances or delays due solely to fraud or bad faith on the part of the County, its agents, or employees. The Contractor shall be entitled only to extensions in the time required for performance of the work as specifically provided in the contract.

#### **00700-52 DELAY**

The Contractor may be entitled to an extension of the contract time, but not an increase in the contract price or damages, for delays arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or its subcontractors for labor strikes, acts of God, acts of the public enemy, acts of the state, federal or local government in its sovereign capacity, by acts of another separate contractor, or by an act or neglect of the County.

#### **00700-53 INCLEMENT WEATHER**

The Contractor shall not be entitled to an extension of the contract time due to normal inclement weather. Unless the Contractor can substantiate to the satisfaction of the Construction Manager that there was greater than normal inclement weather and that such greater than normal inclement weather actually delayed the work, the Contractor shall not be entitled to an extension of time therefore. The following shall be considered the normal inclement weather days for each month listed, and extensions of time shall be granted in increments of not less than one half day only for inclement weather in excess of the days set out.

January	10 days
February	10 days
March	7 days
April	6 days
May	4 days
June	3 days
July	4 days
August	2 days
September	2 days
October	3 days
November	6 days
December	9 days

#### **00700-54 DELAY - NOTICE AND CLAIM**

The Contractor shall not receive an extension of time unless a Notice of Delay is filed with the Construction Manager within ten days of the first instance of such delay, disruption, interference or hindrance and a written Statement of the Claim is filed with the Construction Manager within 20 days of the first such instance. In the event that the Contractor fails to comply with this provision, it waives any claim which it may have for an extension of time pursuant to this agreement.

#### **00700-55 STATEMENT OF CLAIM - CONTENTS**

The Statement of Claim referenced in Article 00700-54 shall include specific information concerning the nature of the delay, the date of commencement of the delay, the construction activities affected by the delay, the person or organization responsible for the delay, the anticipated extent of the delay, and any recommended action to avoid or minimize the delay.

#### **00700-56 WORK BEHIND SCHEDULE, REMEDY BY CONTRACTOR**

If the work actually in place falls behind the currently updated and approved schedule, and it becomes apparent from the current schedule that work will not be completed within the contract time, the Contractor agrees that it will, as necessary, or as directed by the Construction Manager, take action at no additional cost to the County to improve the progress of the work, including increasing manpower, increasing the number of working hours per shift or shifts per working day, increasing the amount of equipment at the site, and any other measure reasonably required to complete the work in a timely fashion.

**00700-57 DILIGENCE**

The Contractor's failure to substantially comply with the requirements of the preceding paragraph may be grounds for determination by the County that the Contractor is failing to prosecute the work with such diligence as will insure its completion within the time specified. In such event, the County shall have the right to furnish, from its own forces or by contract, such additional labor and materials as may be required to comply with the schedule after 48 hours written notice to the Contractor, and the Contractor shall be liable for such costs incurred by the County.

**00700-58 SET-OFFS**

Any monies due to the Contractor pursuant to the preceding paragraph of this agreement may be deducted by the County against monies due from the County to the Contractor.

**00700-59 REMEDIES CUMULATIVE**

The remedies of the County under Articles 00700-56, 00700-57, and 00700-58 are in addition to and without prejudice to all of the rights and remedies of the County at law, in equity, or contained in this agreement.

**00700-60 TITLE TO MATERIALS**

No materials or supplies shall be purchased by the Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sales contract or other agreement by which any interest is retained by the seller. The Contractor hereby warrants that it has good and marketable title to all materials and supplies used by it in the work, and the Contractor further warrants that all materials and supplies shall be free from all liens, claims, or encumbrances at the time of incorporation in the work.

**00700-61 INSPECTION OF MATERIALS**

All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards and in accordance with the requirements of the contract documents. Additional tests performed after the rejection of materials or equipment shall be at the Contractor's expense.

**00700-62 CONSTRUCTION MANAGER'S PRESENCE DURING TESTING**

All tests performed by the Contractor shall be witnessed by the Construction Manager unless the requirement therefore is waived in writing. The Construction Manager may perform additional tests on materials previously tested by the Contractor, and the Contractor shall furnish samples for this purpose as requested.

**00700-63 MATERIALS INCORPORATED IN WORK**

The Contractor shall furnish all materials and equipment to be incorporated in the work. All such materials or equipment shall be new and of the highest quality available. Manufactured materials and equipment shall be obtained from sources which are currently manufacturing such materials, except as otherwise specifically approved by the Construction Manager.

**00700-64 STORAGE OF MATERIALS**

Materials and equipment to be incorporated in the work shall be stored in such a manner as to preserve their quality and fitness for the work and to facilitate inspection.

**00700-65 PAYROLL REPORTS**

The Contractor may be required to furnish payroll reports to the Construction Manager as required by the Owner Controlled Insurance Program.

**00700-66 CONTRACTORS' REPRESENTATIVE**

Before beginning work, the Contractor shall notify the Construction Manager in writing of one person within its organization who shall have complete authority to supervise the work, receive orders from the Construction Manager, and represent the Contractor in all matters arising pursuant to this agreement. The Contractor shall not remove its representative without first designating in writing a new representative. The Contractor's representative shall normally be present at or about the site of work while the work is in progress. When neither the Contractor nor its representative is present at the work site, the superintendent, foreman, or other of the Contractor' employee in charge of the work shall be an authorized representative of the Contractor.

**00700-67 SPECIALTY SUB-CONTRACTORS**

The Contractor may utilize the services of specialty subcontractors on those parts of the project which, under normal contracting practices, are performed by specialty subcontractors. The Contractor shall not award more than seventy-five percent of the work to subcontractors.

**00700-68 INSPECTION BY THE CONSTRUCTION MANAGER**

All work pursuant to this agreement shall be subject to inspection by the Construction Manager for conformity with contract drawings and specifications. The Contractor shall give the Construction Manager reasonable advance notice of operations requiring special inspection of a portion of the work.

**00700-69 WORK COVERED PRIOR TO CONSTRUCTION MANAGER'S INSPECTION**

In the event that work is covered or completed without the approval of the Construction Manager, and such approval is required by the specifications or required in advance by the Construction Manager, the Contractor shall bear all costs involved in inspection notwithstanding conformance of such portion of the work to the contract drawings and specifications.

**00700-70 SCHEDULING OF THE WORK**

The work of this contract shall be planned, scheduled, executed, and reported as required by the Contract Documents.

**00700-71 PROGRESS ESTIMATES**

The Contractor shall prepare a written report for the Construction Manager's approval, on County forms, of the total value of work performed and materials and equipment obtained to the date of submission. Such a report must accompany each request for a progress payment and is subject to review and approval by the Construction Manager. Approval of a progress estimate or tendering of a progress payment shall not be considered an approval or acceptance of any work performed, and all estimates and payments shall be subject to correction in subsequent estimates. Progress payments shall be made for all completed activities and for materials suitably stored on-site.

**00700-72 PROGRESS PAYMENTS**

Upon approval of each monthly estimate of work performed and materials furnished, the Construction Manager shall approve payment to the Contractor for the estimated value of such work, materials, and equipment, less the amount of all prior payments and any liquidated damages. The Contractor will be paid 100 percent, less retainage, of the cost of materials received and properly stored on-site but not incorporated into the work. Payments for materials or equipment stored on the site shall be conditioned upon submission by the Contractor of bills of sale to establish the County's title to such materials or equipment. The Contractor's request for payment shall provide sufficient detail as to the work completed or materials purchased for which payment is requested to permit meaningful review by the Construction Manager.

**00700-73 TIME OF PAYMENT**

The Contractor will be paid within 45 days following receipt of an approved Progress Estimate. The Contractor expressly agrees that the payment provisions within this Contract shall supersede the rates of interest, payment periods, and contract and subcontract terms provided for under the Georgia Prompt Pay Act, O.C.G.A. §13-11-1 et seq., and that the rates of interest, payment periods, and contract and subcontract terms provided for under the Prompt Pay Act shall have no application to this Contract. The County shall not be liable for any late payment interest or penalty.

**Submittal of Invoices:** Invoices shall be submitted as follows:

**Via Mail:**

Fulton County Government  
141 Pryor Street, SW  
Suite 7001  
Atlanta, Georgia 30303  
Attn: Finance Department – Accounts Payable

OR

**Via Email:**

Email: [Accounts.Payable@fultoncountyga.gov](mailto:Accounts.Payable@fultoncountyga.gov)

At minimum, original invoices must reference all of the following information:

- 1) Vendor Information
  - a. Vendor Name
  - b. Vendor Address
  - c. Vendor Code
  - d. Vendor Contact Information
  - e. Remittance Address
  
- 2) Invoice Details
  - a. Invoice Date
  - b. Invoice Number (uniquely numbered, no duplicates)
  - c. Purchase Order Reference Number
  - d. Date(s) of Services Performed
  - e. A written report of the total value of work performed and materials and equipment obtained to the date of submission
  
- 3) Fulton County Department Information (needed for invoice approval)
  - a. Department Name
  - b. Department Representative Name

**00700-74 RETAINAGE**

The County shall retain from each progress payment five percent of the estimated value of the work performed until the progress payments, including retainage, total 50 percent of the contract price. If a contract includes two or more projects or assignments that have been separately priced and have separate budgets, and the performances of such projects or assignments are not related to or dependent upon the performance of any other, the 50 percent limit shall be based upon the price for each individual project or assignment. Thereafter, no further retainage shall be withheld so long as the Contractor is making satisfactory progress to insure completion of the work within the time specified therefore. The County may reinstate the ten percent retainage in the event the Construction Manager determines that the Contractor is not making satisfactory progress to complete the work within the time specified in this agreement or in the event that the Construction Manager provides a specific cause for such withholding. The County may also withhold retainage upon substantial completion of the work as provided in O.C.G.A. §13-10-81(c). Interest may be paid upon the retainage in accordance with Georgia law.

**00700-75 PAYMENT OF SUBCONTRACTORS**

The Contractor shall promptly pay each subcontractor upon the receipt of payment from the County. Such payment shall be made from the amount paid to the Contractor pursuant to the subcontractor's work. The Contractor shall also maintain the records of the percentage retained from payments to the Contractor pursuant to such subcontractor's work. The Contractor shall procure agreements from each subcontractor requiring each subcontractor to pay their subcontractors, agents and employees in a similar manner. The County reserves the right to inquire of any subcontractor, supplier, materialmen, or subconsultant, the status of any indebtedness of the Contractor. The County further reserves the right to require the Contractor to designate on each instrument of payment exceeding \$400.00 to subcontractors, suppliers, materialmen, and subconsultants that such payment is on account of the work under this Contract.

**00700-76 COUNTY'S RESPONSIBILITIES TO SUBCONTRACTORS**

Neither the County nor the Construction Manager shall have any obligation to pay any subcontractor except as otherwise required by law.

**00700-77 PROGRESS PAYMENTS - ACCEPTANCE OF WORK**

Certification of progress payments, as well as the actual payment thereof, shall not constitute the County's acceptance of work performed pursuant to this agreement.

**00700-78 PAYMENTS IN TRUST**

All sums paid to the Contractor pursuant to this agreement are hereby declared to constitute trust funds in the hands of the 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 for any other application.

**00700-79 JOINT PAYMENTS**

The County reserves the right to issue any progress payment or final payment by check jointly to the Contractor and any subcontractor or supplier.

**00700-80 RIGHT TO WITHHOLD PAYMENT**

The Construction Manager may decline to approve payment and may withhold payment in whole or in part to the extent reasonable and necessary to protect the County against loss due to defective work, probable or actual third party claims, the Contractor's failure to pay subcontractors or materialmen, reasonable evidence that the work will not be completed within the contract time or contract price or damage to the County or any other contractor on the project.

**00700-81 CERTIFICATE OF SUBSTANTIAL COMPLETION**

Upon the Contractor's submission of a request for a certificate of Substantial Completion, the Construction Manager shall inspect the work and determine whether the work is Substantially Complete. If the work is Substantially Complete, the Construction Manager shall issue a certificate of Substantial Completion of the work which shall establish the date of Substantial Completion, shall state the responsibilities of the County and the Contractor for security, maintenance, heat, utilities, damage to the work and insurance, and shall fix the time within which the Contractor shall complete the items submitted by the Contractor as requiring correction or further work. The certificate of substantial completion of the work shall be submitted to the County and the Contractor for their written acceptance of the responsibilities assigned to them pursuant to such certificate.

If in the sole opinion of the Construction Manager, the work is not substantially complete, the Construction Manager shall notify the Contractor of such, in writing, and outline requirements to be met to achieve Substantial Completion.

**00700-82 PAYMENT UPON SUBSTANTIAL COMPLETION**

Upon Substantial Completion of the work and upon application by the Contractor and approval by the Construction Manager, the County shall make payment reflecting 100% work completed, less value of work remaining as determined by Construction Manager and any authorized retainage.

**00700-83 COMMENCEMENT OF WARRANTIES**

Warranties required by this agreement shall commence on the date of final completion of the project as determined under Article 00700-84 unless otherwise provided in the certificate of Substantial Completion.

**00700-84 FINAL PAYMENT - WAIVER OF CLAIMS, DISPUTE OF FINAL PAYMENT**

The acceptance of the Substantial Completion payment shall constitute a waiver of all claims by the Contractor except those previously made in writing and identified by the Contractor as unsettled at the time of application for payment at Substantial Completion and except for the retainage sums due at final acceptance. Following the Construction Manager's issuance of the certificate of Substantial Completion and the Contractor's completion of the work pursuant to this agreement, the Contractor shall forward to the Construction Manager a written notice that the work is ready for final inspection and acceptance. If after inspection the Construction Manager certifies that the work is complete and issues written notification of such to the Contractor, the Contractor shall forward to the Construction Manager a final application for payment. The Construction Manager shall issue a certificate for payment, which shall approve final payment to the Contractor and shall establish the date of final completion.

In the event the Contractor timely disputes the amount of the final payment, the amount due the Contractor shall be deemed by the Contractor and the County to be an unliquidated sum and no interest shall accrue or be payable on the sum finally determined to be due to the Contractor for any period prior to final determination of such sum, whether such determination be by agreement of the Contractor and the County or

by final judgment of the proper court in the event of litigation between the County and the Contractor. The Contractor specifically waives and renounces any and all rights it may have under O.C.G.A. §13-6-13 and agrees that in the event suit is brought by the Contractor against the County for any sum claimed by the Contractor under the Contract or for any extra or additional work, no interest shall be awarded on any sum found to be due from the County to the Contractor in the final judgment entered in such suit. All final judgments shall draw interest at the legal rate, as specified by law.

#### **00700-85 DOCUMENTATION OF COMPLETION OF WORK**

Neither the final payment nor the remaining retainage shall become due until the Contractor submits the following documents to the Construction Manager:

- a. An affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the work have been paid other otherwise satisfied;
- b. The surety's consent to final payment; and
- c. Any other data reasonably required by the County or Construction Manager establishing payment or satisfaction of all such obligations, including releases, waivers of liens, and documents of satisfaction of debts.

In the event that a subcontractor refuses to furnish a release or waiver as required by the County or Construction Manager, the Contractor may furnish a bond satisfactory to the County to indemnify the County against such loss. In the event that any lien or indebtedness remains unsatisfied after all payments are made, the contractor shall refund to the County all moneys that the County may become compelled to pay in discharging such lien or other indebtedness, including all costs and reasonable attorney's fees.

#### **00700-86 GOVERNING LAW**

Each and every provision of this agreement shall be construed in accordance with and governed by Georgia law. The parties acknowledge that this contract is executed in Fulton County, Georgia and that the contract is to be performed in Fulton County, Georgia. Each party hereby consents to the Fulton Superior Court's sole jurisdiction over any dispute which arises as a result of the execution or performance of this agreement, and each party hereby waives any and all objections to venue in the Fulton Superior Court.

#### **00700-87 CHANGES IN THE WORK**

##### **A. CHANGE ORDERS**

1. A Change Order is a written order to the Contractor signed to show the approval and the authorization of the County, issued after execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time. Change Orders shall be written using forms designated by the County with Contractor providing supporting documentation as required by the Construction Manager. The Contract Sum and the Contract Time may be changed only by approved Change Order pursuant to Fulton County Code Section 102-420. The amount payable by the Change Order is payment in full for all direct and indirect costs incurred and related to the work under said Change Order, including but not limited to delays, imports, acceleration, disruption and extended overhead. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including the adjustment in either or both of the Contract Sum or the Contract Time.
2. The County, without invalidating the Contract, may order changes in the Work within the general scope of the Contract as defined herein. The time allowed for performance of the work and the contract price to be paid to the Contractor may be adjusted accordingly.
3. The cost or credit to the County resulting from a change in the Work shall be determined in one or more of the following ways:
  - a. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - b. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - c. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

- d. By the method provided in Subparagraph A4 below.
4. If none of the methods set forth in Subparagraphs 3a, 3b, or 3c above is agreed upon, the Contractor, provided a written order signed by the Construction Manager is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Construction Manager on basis of the reasonable expenditures and savings of those performing the Work attributable to the change. The cost of the change shall include only the items listed in Subparagraph 5a below, and in the case of either a decrease or an increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedules set forth in Subparagraphs 5b and 6 below shall be applied to the cost or credit.
    - a. In such case, and also under Subparagraph 3a above, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting of all actual costs expended, together with appropriate supporting data for inclusion in a Change Order.
    - b. All hourly rate charges shall be submitted to the Construction Manager for prior review and approval. All hourly rate charges shall be properly supported as required by the Construction Manager with certified payrolls, or their acceptable equivalent. When authorized to proceed for a given change and actual expenditures have been made prior to execution of a Change Order for the entire change, such actual expenditures may be summarized monthly, and if approved, incorporated into a Change Order. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase or decrease, if any, with respect to that change.
  5. In Subparagraphs 3 and 4 above, the items included in "Cost and "Overhead" shall be based on the following schedule:
    - a. Unless otherwise provided in the Contract Documents, "Cost" shall be limited to the following: cost of materials incorporated into the Work, including sales tax and cost of delivery; cost of direct labor (labor cost may include a pro rata share of foreman's account of the change) including social security, old age and unemployment insurance, and fringe benefits required by agreement or custom; workers' or workmen's compensation insurance; rental value of equipment and machinery; costs for preparing Shop Drawings.
    - b. Unless otherwise provided in the Contract Documents, "Overhead" shall include the following: bond and insurance premiums including increase and decreases from change in the Work, supervision, superintendence, construction parking, wages of timekeepers, watchmen and clerks, small tools, consumable supplies, expendables, incidentals, general office expense, the cost of additional reproduction for the Contractor's subcontractors beyond that agreed upon in the Contract Documents, construction parking, any additional costs of craft supervision by the Contractor's or subcontractors' superintendents, and overhead charges which would be customary and expended regardless of the change in the Work due to other overlapping activities which are included as part of the original Contract, and all other expenses not included in "Cost" above.
    - c. In the event that a change is issued by the County which would require the expenditure of substantial amounts of special supervision (beyond the foreman level) by the Contractor, the Contractor may, at the sole direction of the Construction Manager, be allowed to incorporate these charges into the agreement cost for the change.
  6. In Subparagraphs 3 and 4 above, the allowance for overhead and profit combined, included in the total cost or credit to the County, shall be based on the following schedule:
    - a. For the Contractor, for any work performed by the Contractor's own forces, ten (10) percent of the cost.
    - b. For the Contractor, for any work performed by a Contractor's subcontractor, five (5) percent of the amount due the subcontractor.

- c. For each subcontractor or sub-subcontractor involved, for any work performed by that subcontractor's or sub-subcontractor's own forces, ten (10) percent of the cost.
  - d. For each subcontractor, for work performed by a sub-subcontractor, five (5) percent of the amount due to the sub-subcontractor.
  - e. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 5 above unless modified otherwise.
7. In order to facilitate checking of quotations for extras or credits, all proposals or bids, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs, including labor cost, materials and subcontracts. Labor and materials shall be itemized in the manner defined in Subparagraph 4 above. Where major cost items are subcontracts, they shall be itemized also. In no case shall a change be approved without such itemization.
  8. No payment shall be made for any changes to the contract that are not included in a fully executed Change Order.

#### B. CONCEALED, UNKNOWN AND DIFFERING CONDITIONS

1. Should concealed conditions be encountered in the performance of the Work below the surface of the ground, or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or concealed or unknown conditions in an existing structure 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, be encountered, the Contract Sum and Contract Time shall be equitably adjusted by Change Order upon request by either party made **within twenty (20) days after the first observance** of the conditions. No such request for equitable adjustment shall be valid unless the Contractor complies with this (20) days' notice and Subparagraph C.1. below.
2. The Contractor shall promptly, and before such conditions are disturbed, notify the Construction Manager in writing of any claim of concealed, unknown or differing conditions pursuant to this paragraph. The Construction Manager shall authorize the Engineer to investigate the conditions, and if it is found that such conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the Work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be recommended to the Construction Manager.
3. No claim of the Contractor under this clause shall be allowed unless the Contractor has given the notice required in (a) above, prior to disturbing the condition.
4. No claim by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this Contract.
5. Any materially differing site condition as between what is shown on the Drawings and Specifications and actually found on site shall be immediately reported to the Construction Manager in writing prior to the commencement of Work at the site. Failure of the Contractor to notify the Construction Manager in writing of the differing site condition prior to performance of Work at the site shall constitute a waiver of any claim for additional monies. Any Change Order necessitated by the differing site condition shall be processed as provided under "Changes in the Contract".

#### C. REQUESTS FOR ADDITIONAL COST

1. If the Contractor wishes to request an increase in the Contract Sum, the Contractor shall give the Construction Manager written notice thereof within twenty (20) days after the occurrence of the event, or identification of the conditions, giving rise to such request. This notice shall be given by the Contractor before proceeding to execute the Work, except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with Article 00700-25 and Subparagraph A.4 above. No such request shall be valid unless so made within the twenty (20) days specified above. If the County and the Contractor cannot

agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Construction Manager. Any change in the Contract Sum resulting from such claim shall be documented by Change Order.

2. If the Contractor claims that addition cost is involved because of, but not limited to (1) any written interpretation pursuant to General Condition 00700-17 of this Agreement, (2) any order by the County to stop the Work pursuant to Articles 00700-25 and 00700-37 of this Agreement where the Contractor was not at fault, or any such order by the Construction Manager as the County's agent, or (3) any written order for a minor change in the Work issued pursuant to Paragraph D below, the Contractor shall submit a request for an increase in the Contract Sum as provided in Subparagraph C.1 above. No such claim shall be valid unless the Contractor complies with Subparagraph C.1 above and approved by the County pursuant to Fulton County Code Section 102-420.

#### D. MINOR CHANGES IN THE WORK

The Construction Manager may order minor changes in the Work not involving an adjustment in the Contract Price, extension of the time allowed for performance of the work and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by a written Change Directive issued by the Construction Manager, and shall be binding on the County and the Contractor. The Contractor shall carry out such written orders promptly.

#### E. BONDS

If any change order results in an increase in the contract price, the contractor shall increase the penal sum of the performance and payment bonds to equal the increased price.

#### **00700-88 DISAGREEMENT WITH ORDERS FOR CHANGE**

Contractor's written acceptance of a Change Order or other order for changes shall constitute his final and binding agreement to the provisions thereof and a waiver of all claims in connection therewith, whether direct or consequential in nature. Should Contractor disagree with any order for changes, he may submit a notice of potential claim to the Construction Manager, at such time as the order is set forth in the form of a Change Order. Disagreement with the provisions of an order for changes shall not relieve Contractor of his obligation under Article 00700-87 of this Agreement.

#### **00700-89 NO WAIVER OF REMEDIES**

Exercise by the County of any remedy is not exclusive of any other remedy available to County and shall not constitute a waiver of any such other remedies. Failure of the County to exercise any remedy, including breach of contract remedies, shall not preclude the County from exercising such remedies in similar circumstances in the future.

#### **00700-90 LAND AND RIGHTS-OF-WAY**

The owner will provide, as indicated in the Contract Documents and prior to Notice to Proceed, the lands upon which the work is to be done, right-of-way for access thereto, and such other lands which are designated for the use of the Contractor. The Contractor shall confine the Contractor's work and all associated activities to the easements and other areas designated for the Contractor's use. The Contractor shall comply with any limits on construction methods and practices which may be required by easement agreements. If, due to some unforeseen reason, the necessary easements are not obtained, the Contractor shall receive an equitable extension of contract time dependent upon the effect on the critical path of the project schedule or the County may terminate the Contract for its convenience.

#### **00700-91 COORDINATION WITH STATE DEPARTMENT OF TRANSPORTATION**

No clearing or grading shall be completed by Contractor within the State Department of Transportation (DOT) area under construction. The Contractor must coordinate his construction scheduling with DOT.

If the Contractor begins work before DOT's completion date, he must obtain the approval of DOT before starting work in the area. The state DOT has the right to stop the Contractor's work the DOT area.

The Contractor shall receive no additional compensation or damages resulting from delay or work stoppage from DOT actions or scheduling.

Contractor shall obtain DOT drawings of the DOT, project area for verification of road geometry, storm drains, etc. from Georgia Department of Transportation or Fulton County. The Contractor is responsible for obtaining any pertinent DOT revisions.

I N D E X

<u>SUBJECT</u>	<u>GENERAL CONDITION ARTICLE #</u>
Administration of Contract	17
Applicable Law	7
Assignment	13
Blasting and Excavation	26
Changes	87, 88
Clean Site	29
Codes	4
Commencement of Work	49
Contract Documents	2
Contractor's Representative	66
Defective Work	31, 32
Definitions	3
Delay	51, 52, 54, 55
Extension of Time	52, 53, 54
Familiarity of Time	1, 22
Final Payment	84
Governing Law	86
High Voltage Lines	27
Inclement Weather	53
Indemnification	15
Inspections	23, 61, 62, 68, 69
Interruption	48
Licenses	8
Liquidated Damages	46, 48
New Materials	33, 63
Notices	24
Payment	72, 73, 75
Payment of Subcontractors	75, 76
Payment Upon Substantial Completion	82, 84
Payroll Reports	65
Permits	8
Progress Payments	72, 73, 77, 78, 79, 80
Protection of Work	30, 64
Records Inspection	45
Retainage	11, 74

Safety	25
Scaffolding and Staging	28
Scheduling	70
Service of Process	14
Stop Work Order	37
Subcontractors	67, 76
Substantial Completion	81
Suspension	48
Supervision of Work	16, 66
Surety's Responsibility	17
Taxes	9, 10
Termination for Cause	38, 44, 47
Termination for Convenience	39, 40, 41
Time of the Essence	50
Warranties	33, 34, 35, 36
Work Behind Schedule	56

**EXHIBIT A**  
**FINAL AFFIDAVIT**

TO FULTON COUNTY, GEORGIA

I, \_\_\_\_\_, hereby certify that all suppliers of materials, equipment and service, subcontractors, mechanic, and laborers employed by \_\_\_\_\_ or any of his subcontractors in connection with the design and/or construction of \_\_\_\_\_ at Fulton County have been paid and satisfied in full as of \_\_\_\_\_, 20\_\_, and that there are no outstanding obligations or claims of any kind for the payment of which Fulton County on the above-named project might be liable, or subject to, in any lawful proceeding at law or in equity.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Personally appeared before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
\_\_\_\_\_, who under Oath deposes and says that he is  
\_\_\_\_\_ of the firm of \_\_\_\_\_, that he has read the above  
statement and that to the best of his knowledge and belief same is an exact true statement.

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

\_\_\_\_\_  
My Commission expires

# Exhibit B:

## Special Conditions

- **Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects**
- **Fulton County Contractor Safety and Health Management Process**
- **Contractor Rules and Regulations**

# FAA Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects (Issued on May 24, 2023)

***\*DBE goals for this project have been removed per the U.S. Department of Transportation, Interim Final Rule, issued on 10-3-2025.***

***\*Davis-Bacon wage requirements advertised with the solicitation remain in tact for this project. Please ensure that accurate records are kept and documented.***



**FAA  
Airports**

# **Contract Provision Guidelines for Obligated Sponsors and Airport Improvement Program Projects**

(Issued on May 24, 2023)

## **Contents**

- Current Changes ..... 3
- Contract Guidance ..... 4
  - 1. Purpose of this Document ..... 4
  - 2. Sponsor Actions ..... 5
  - 3. Typical Procurement Steps ..... 5
  - 4. Applicability Matrix for Contract Provisions ..... 6
- Appendix A – CONTRACT PROVISIONS ..... 1
  - A1 ACCESS TO RECORDS AND REPORTS..... 1
  - A2 AFFIRMATIVE ACTION REQUIREMENT ..... 2
  - A3 BREACH OF CONTRACT TERMS ..... 5
  - A4 BUY AMERICAN PREFERENCE ..... 6
  - A5 CIVIL RIGHTS - GENERAL ..... 16
  - A6 CIVIL RIGHTS – TITLE VI ASSURANCE..... 18
  - A7 CLEAN AIR AND WATER POLLUTION CONTROL ..... 27
  - A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS..... 28
  - A9 COPELAND “ANTI-KICKBACK” ACT ..... 30
  - A10 DAVIS-BACON REQUIREMENTS..... 32
  - A11 DEBARMENT AND SUSPENSION..... 39
  - A12 DISADVANTAGED BUSINESS ENTERPRISE ..... 41
  - A13 DISTRACTED DRIVING ..... 45
  - A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT..... 46
  - A15 DRUG FREE WORKPLACE REQUIREMENTS..... 47

A16	EQUAL EMPLOYMENT OPPORTUNITY (EEO).....	48
A17	FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE) .....	55
A18	LOBBYING AND INFLUENCING FEDERAL EMPLOYEES.....	56
A19	PROHIBITION of SEGREGATED FACILITIES.....	58
A20	OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 .....	60
A21	PROCUREMENT OF RECOVERED MATERIALS.....	61
A22	RIGHT TO INVENTIONS.....	63
A23	SEISMIC SAFETY.....	64
A24	TAX DELINQUENCY AND FELONY CONVICTIONS .....	66
A25	TERMINATION OF CONTRACT .....	68
A26	TRADE RESTRICTION CERTIFICATION .....	72
A27	VETERAN’S PREFERENCE .....	74
A28	DOMESTIC PREFERENCES FOR PROCUREMENTS.....	75

## CURRENT CHANGES

Item	Change
Editorial update made to the January 23, 2023 version (effective May 24, 2023)	The link on page 35 was updated to reflect changes to the Department of Labor website.
Editorial updates made to the November 17, 2022 version (effective January 23, 2023)	Pages 7, 16, 19, 20, 25, and 42 of Appendix A were edited to correct grammatical mistakes, update internal document links, and correct the name of the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

## CONTRACT GUIDANCE

### 1. Purpose of this Document

- 1) The purpose of this document is to establish a convenient resource for Sponsors that consolidates federal contract provisions and clauses into one document that includes an applicability matrix. This document itself does not create, revise or delete requirements for participation in the Airport Improvement Program (AIP). The source of requirements addressed within this document are identified within the section for each individual clause.
- 2) **While this document is intended to assist Sponsors with their compliance efforts, it does not alter or modify the terms of any applicable statute or regulation, is not a substitute for reading the regulation and the applicability matrix, and each corresponding document section, nor does it constitute legal advice.**
- 3) Federal laws and regulations require that a Sponsor (a recipient of federal assistance) include specific clauses in certain contracts, solicitations, or specifications regardless of whether or not the project is federally funded.
- 4) For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.
- 5) Terminology:
  - a. The term **“Sponsor”** is used in this document to mean either an obligated Sponsor on a project that is not federally funded, or a Sponsor on an AIP funded project. A Sponsor is a “recipient” of federal assistance when receiving AIP or other FAA grant funds.
  - b. The term **“Owner”** of a public use airport is generally used in the solicitation or contract clauses because of its common use in public contracts. An Owner becomes an obligated Sponsor upon acceptance of the AIP grant assurances associated with current or prior AIP grant funded projects.
  - c. For purposes of determining requirements for contract provisions, the term **“contract”** includes professional services, and subcontracts and supplier contracts such as purchase orders.
  - d. The term **“contractor”** is understood to mean a contractor, subcontractor, or consultant; and means one who participates, through a contract or subcontract (at any tier).
  - e. The term **“bid”** is understood to mean a bid, an offer, or a proposal.
  - f. The term **“applicant”** is understood to mean the following in different contexts:
    - i. For the Equal Employment Opportunity (EEO) clause, the term **“applicant”** means an applicant for employment (whether or not the phrase, *for employment*, follows the word applicant or applicants).

- ii. For all other clauses, the term “**applicant**” means a bidder, offeror, or proposer for a contract.

## 2. Sponsor Actions

In general, Sponsor’s actions consistent with obligations:

- 1) Include in its procurements the provisions that are applicable to its project.
- 2) Not incorporate the entire contract provisions guidelines in its solicitation or contract documents, whether by reference or by inclusion in whole. Incorporation of this entire guidance document creates potential for ambiguous interpretation and may lead to improper application that unnecessarily increases price. A Sponsor that fails to properly incorporate applicable contract clauses may place themselves at risk for audit findings or denial of Federal funding.
- 3) Incorporate applicable contract provisions using mandatory language as required. The subheading entitled *Applicability* advises whether a particular clause or provision has mandatory language that a Sponsor must use.
  - (a) Mandatory Language – Whenever a clause or provision has mandatory text, the Sponsor must incorporate the text of the provision without change, except where specific adaptive input is necessary (e.g., such as the Sponsor’s name).
  - (b) No Mandatory Language – For provisions without mandatory language, this guidance provides model language acceptable to the FAA. Some Sponsors may have standard procurement language that is equivalent to those federal provisions. In these cases, Sponsors may use their existing standard procurement provision language provided the text meets the intent and purpose of the Federal law or regulation.
- 4) Require the contractor (including all subcontractors) to insert these contract provisions in each lower tier contract (e.g., subcontract or sub-agreement).
- 5) Require the contractor (including all subcontractors) to incorporate the requirements of these contract provisions by reference for work done under any purchase orders, rental agreements, and other agreements for supplies or services.
- 6) Require that the prime contractor be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor, or service provider.
- 7) Verify that any required local or State provision does not conflict with or alter a Federal law or regulation.

## 3. Typical Procurement Steps

The typical procurement steps in a project are:

- 1) Solicitation, Request for Bids, or Request for Proposals – This is also called the Advertisement or Notice to Bidders.
- 2) Bidding or Accepting Proposals – In this stage, the bidders receive a complete set of the procurement documents, also known as the project manual. The project manual will typically

include a copy of the solicitation, instructions-to-bidders, bid forms, certifications and representations, general provisions, contract conditions, copy of contract, project drawings, technical specifications, and related project documents.

- 3) Bid/Proposal Evaluation – Period when Sponsor tabulates, reviews, and evaluates all proposals for bid responsiveness and bidder responsibility.
- 4) Award – Point when the Sponsor formally awards the contract to the successful bidder.
- 5) Execution of Contract – Point at which the Sponsor formally enters into a legally binding agreement with bidder to perform services or provide goods.

#### **4. Applicability Matrix for Contract Provisions**

[Table 1](#) Matrix summarizes the applicability of contract provisions based upon the type of contract or agreement. The dollar threshold represents the value at which, when equal to or exceeded, the Sponsor must incorporate the provision in the contract or agreement.

Supplemental information addressing applicability and use for each provision is located in Appendix A. Appendix A and the Matrix include notes indicating when the Sponsor may incorporate references in the solicitation in lieu of including the entire text.

**Sponsors are responsible for reviewing both the Matrix and each corresponding section to determine applicability of specific contract provisions.**

#### **Meaning of cell values in table below:**

- Info – Sponsor has discretion on whether to include clause in its contracts.
- Limited – Provision with limited applicability depending on circumstances of the procurement.
- n/a – Provision that is not applicable for that procurement type.
- NIS – Provision that does not need to be included or referenced in the solicitation document
- REF – Provision to be incorporated into the solicitation by reference.
- REQD – Provision the Sponsor must incorporate into procurement documents.

**Table 1 – Applicability of Provisions**

Provisions/Clauses	Dollar Threshold	Solicitation	Professional Services	Construction	Equipment	Property (Land)	Non-AIP Contracts
<a href="#">Access to Records and Reports</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Affirmative Action Requirement</a>	\$10,000	REQD	Limited	REQD	Limited	Limited	n/a
<a href="#">Breach of Contract</a>	\$250,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Buy American Preferences</a>	\$ 0	REF	Limited	REQD	REQD	Limited	n/a
(1) <a href="#">Buy American Statement</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(2) <a href="#">Construction</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
(3) <a href="#">Equipment/Building Projects</a>	\$ 0	NIS	Limited	REQD	REQD	Limited	n/a
<a href="#">Civil Rights – General</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Civil Rights - Title VI Assurances</a>	\$ 0	REF	REQD	REQD	REQD	REQD	REQD
(1) <a href="#">Notice - Solicitation</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	REQD
(2) <a href="#">Clause - Contracts</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	REQD
(3) <a href="#">Clause – Transfer of U.S. Property</a>	\$ 0	NIS	n/a	n/a	n/a	Limited	REQD
(4) <a href="#">Clause – Transfer of Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(5) <a href="#">Clause - Construct/Use/Access to Real Property</a>	\$ 0	NIS	n/a	n/a	n/a	REQD	REQD
(6) <a href="#">List – Pertinent Authorities</a>	\$0	NIS	REQD	REQD	REQD	REQD	REQD
<a href="#">Clean Air/Water Pollution Control</a>	\$150,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Contract Work Hours and Safety Standards</a>	\$100,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Copeland Anti-Kickback</a>	\$ 2,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Davis Bacon Requirements</a>	\$ 2,000	REF	Limited	REQD	Limited	Limited	n/a
<a href="#">Debarment and Suspension</a>	\$25,000	REF	REQD	REQD	REQD	Limited	n/a
<a href="#">Disadvantaged Business Enterprise</a>	\$ 250,000	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Distracted Driving</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Domestic Preferences for Procurements</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Equal Employment Opportunity</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(1) <a href="#">EEO Contract Clause</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
(2) <a href="#">EEO Specification</a>	\$10,000	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Federal Fair Labor Standards Act</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	Info
<a href="#">Foreign Trade Restriction</a>	\$ 0	REQD	REQD	REQD	REQD	REQD	n/a
<a href="#">Lobbying Federal Employees</a>	\$ 100,000	REF	REQD	REQD	REQD	REQD	n/a
<a href="#">Occupational Safety and Health Act</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment</a>	\$0	NIS	REQD	REQD	REQD	REQD	Info
<a href="#">Prohibition of Segregated Facilities</a>	\$0	NIS	Limited	REQD	Limited	Limited	n/a
<a href="#">Recovered Materials</a>	\$10,000	REF	Limited	REQD	REQD	Limited	n/a
<a href="#">Right to Inventions</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Seismic Safety</a>	\$ 0	NIS	Limited	Limited	Limited	n/a	n/a
<a href="#">Tax Delinquency and Felony Conviction</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Termination of Contract</a>	\$10,000	NIS	REQD	REQD	REQD	REQD	n/a
<a href="#">Veteran’s Preference</a>	\$ 0	NIS	REQD	REQD	REQD	REQD	n/a

**Airport Concessions Disadvantage Business Enterprise (ACDBE) Notes:**

1. Language relative to solicitation for ACDBEs does not need to be included in AIP funded solicitations, since in no case are concessions activities funded with federal funds.
2. Airport Sponsors must include the appropriate Civil Rights – Title VI language in their solicitation notices when they seek proposals for concessions.
3. For ACDBE agreements, use the column for *Non-AIP Contracts*.

## **APPENDIX A – CONTRACT PROVISIONS**

### **A1 ACCESS TO RECORDS AND REPORTS**

#### **A1.1 SOURCE**

2 CFR § 200.334

2 CFR § 200.337

FAA Order 5100.38

#### **A1.2 APPLICABILITY**

2 CFR § 200.334 requires a Sponsor to retain records pertinent to a Federal award for a period of three years from submission of final closure documents. 2 CFR § 200.337 establishes that Sponsors must provide Federal entities the right to access records pertinent to the Federal award. FAA policy extends these requirements to the Sponsor's contracts and subcontracts of AIP funded projects.

**Contract Types** – The Sponsor must include this provision in all contracts and subcontracts of AIP funded projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA with meeting the intent of this requirement. If the Sponsor prefers to use different language, the Sponsor's language must fully satisfy the requirements of 2 CFR §§ 200.334 and 200.337.

#### **A1.3 MODEL CONTRACT CLAUSE**

##### **ACCESS TO RECORDS AND REPORTS**

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## A2 AFFIRMATIVE ACTION REQUIREMENT

### A2.1 SOURCE

41 CFR Part 60-4

Executive Order 11246

### A2.2 APPLICABILITY

**Minority Participation.** Sponsors are required to set goals for minority participation in AIP funded projects exceeding \$10,000. The goals for minority participation derive from Economic Area (EA) and Standard Metropolitan Statistical Area (SMSA) as established in Volume 45 of the Federal Register dated 10/3/80. Page 65984 contains a table of all EAs and SMSAs and the associated minority participation goals.

To find the goals for minority participation, a Sponsor must either refer to the Federal Register Notice or to the Department of Labor online document, "[Participation Goals for Minorities and Females](#)". EAs and SMSAs span state boundaries. A Sponsor may have to refer to entries for adjacent states in order to locate the goal for the project location.

**Female Participation.** Executive Order 11246 has set a goal of 6.9% nationally for female participation for all construction projects. This value remains constant for all counties and states.

#### **Contract Types –**

*Construction* – The Sponsor must incorporate this notice in all solicitations for bids or requests for proposals for AIP funded construction work contracts and subcontracts that exceed \$10,000. Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection and other onsite functions incidental to the actual construction.

*Equipment* – The Sponsor must incorporate this notice in any equipment project exceeding \$10,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at a manufacturer's plant (e.g., firefighting and snow removal vehicles).

*Professional Services* – The Sponsor must incorporate this notice in any professional service agreement if the professional services agreement includes tasks that meet the definition of construction work [as defined by the U.S. Department of Labor (DOL)] and exceeds \$10,000. Examples include installation of monitoring systems (e.g., noise, environmental, etc.).

*Property/Land* – The Sponsor must incorporate this notice in any agreement associated with land acquisition if the agreement includes construction work (defined above) that exceeds \$10,000. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision – MANDATORY TEXT.** The Sponsor must:

- (a) Incorporate the text of this provision in its solicitations without modification.
- (b) Incorporate the applicable minority participation goal and the covered area by geographic name.
- (c) Not simply insert a reference to the 1980 Federal Register Notice.

### **A2.3 MANDATORY SOLICITATION CLAUSE**

#### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

#### **Timetables**

- Goals for minority participation for each trade: **[Sponsor must insert established goal]**
- Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

4. As used in this notice and in the contract resulting from this solicitation, the “covered area” is **[Sponsor must insert state, county, and city]**.

### A3 BREACH OF CONTRACT TERMS

#### A3.1 SOURCE

2 CFR Part 200, Appendix II(A)

#### A3.2 APPLICABILITY

This provision requires Sponsors to incorporate administrative, contractual or legal remedies in the event that a contractor violates or breaches contract terms. The Sponsor must also include appropriate sanctions and penalties.

**Contract Types** – This provision is required for all contracts that exceed the simplified acquisition threshold as stated in 2 CFR Part 200, Appendix II (A). This threshold is occasionally adjusted for inflation and is \$250,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA as meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200. Select either “contractor” or “consultant” as applicable.

#### A3.3 MODEL CONTRACT CLAUSE

##### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the [Contractor | Consultant] or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide [Contractor | Consultant] written notice that describes the nature of the breach and corrective actions the [Contractor | Consultant] must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner’s notice will identify a specific date by which the [Contractor | Consultant] must correct the breach. Owner may proceed with termination of the contract if the [Contractor | Consultant] fails to correct the breach by the deadline indicated in the Owner’s notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

## **A4 BUY AMERICAN PREFERENCE**

### **A4.1 SOURCE**

Title 49 USC § 50101

Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers*

Bipartisan Infrastructure Law (Pub. L. No. 117-58), Build America, Buy America (BABA)

### **A4.2 APPLICABILITY**

The Buy American Preference incorporates statutory requirements and policies outlined in the in 49 USC § 50101, Executive Order 14005, and BABA.

Section 50101 of 49 USC requires that all steel and manufactured goods used on AIP projects be produced in the United States. This section also gives the FAA the ability to issue a waiver to a Sponsor to use non-domestic material on an AIP funded project subject to meeting certain conditions. A Sponsor may request that the FAA issue a waiver from the Buy American Preference requirements if the FAA finds that:

- 1) Applying the provision is not in the public interest.
- 2) The steel or manufactured goods are not available in sufficient quantity or quality in the United States.
- 3) The cost of components and subcomponents produced in the United States is more than 60 percent of the total components of a facility or equipment, and final assembly has taken place in the United States. Items that have an FAA standard specification item number (such as specific airport lighting equipment) are considered the equipment.
- 4) Applying this provision would increase the cost of the overall project by more than 25 percent.

Executive Order 14005 advances the Administration's priority to use terms and conditions of Federal financial assistance awards to maximize the use of goods, products, and materials produced in, and services offered in, the United States. The Order directs, to the extent appropriate and consistent with applicable law, agencies shall partner with the Hollings Manufacturing Extension Partnership (MEP) to conduct supplier scouting in order to identify American companies that are able to produce goods, products, and materials in the United States that meet Federal procurement needs, prior to consideration of using non-domestic products.

The Bipartisan Infrastructure Law, Build America, Buy America (BABA) Act strengthens Made in America Laws and bolsters America's industrial base, protects national security, and supports high-paying jobs. Under BABA, iron, steel and certain construction materials are required to be 100% produced in the United States.

Under the Bipartisan Infrastructure Law (Pub. L. No. 117-58) BABA three waivers are available for iron and steel, manufactured products, and construction materials when a Federal agency finds that –

- 1) Applying the domestic content procurement preference would be inconsistent with the public interest (a "public interest waiver");

- 2) Types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality (a “nonavailability waiver”); or
- 3) The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent (an “unreasonable cost waiver”).

BABA defines construction materials, items that are or consists primarily of non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), lumber or drywall.

Items that consist of two or more of the aforementioned materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials. For example, a plastic framed sliding window should be treated as a manufactured product while plate glass should be treated as a construction material.

The Buy America Preference requirements flow down from the Sponsor to first tier contractors, who are responsible for ensuring that lower tier contractors and subcontractors are also in compliance.

**Note:** The Buy American Preference does not apply to temporary equipment a contractor uses as a tool of its trade and which does not remain as part of the project.

#### **Required Documentation**

**The FAA Buy American Requests.** All applications (requests) for an FAA Buy American Preference Waiver includes, at minimum, a completed Content Percentage Worksheet and Final Assembly Questionnaire. Additional information may be requested from the applicant by the FAA. Airport Sponsors, consultants, construction contractors, or equipment manufacturers are responsible for completing and submitting waiver applications. The FAA is unable to make a determination on waiver requests with incomplete information. Sponsors must confirm with the bidder or offeror to assess the adequacy of the waiver request and associated information prior to forwarding a waiver request to the FAA for action. All FAA waivers forms are available from the FAA Buy American Requirements webpage.

**Proprietary Confidentiality.** Exemption 4 of the Freedom of Information Act protects "trade secrets and commercial or financial information obtained from a person [that is] privileged or confidential. Proprietary manufacturing and design information submitted to the Federal Aviation Administration for the purposes of receiving a Buy American Waiver shall not be disclosed outside the FAA. The FAA will provide a written notification to the Airport Sponsor, manufacturer(s), contractor(s) or supplier(s) when a waiver determination is complete.

**Timing of Waiver Requests.** Sponsors desiring a Type 2 waiver should submit their waiver request, with justification, *before* issuing a solicitation for bids or a request for proposal for a project.

The Sponsor must submit a Type 2, Type 3, or Type 4 waiver request *prior* to executing the contract. The FAA will generally not consider waiver requests after execution of the contract except where extraordinary and extenuating circumstances exist.

**The Buy American Notice of Determination (NOD) Process.** The FAA Reauthorization Act of 2018 requires that all approved waivers must be posted to the FAA’s website and remain posted for public comment for 10 days, before becoming effective. All FAA waivers must complete the NOD process. Sponsors are encouraged to wait until approved waivers become effective before executing AIP projects.

**Buy American Conformance Lists.** The FAA Office of Airports maintains listings of projects and products that have received a waiver from the Buy American Preference requirements for project specific and nationwide use. Each of these conformance lists is available online at [www.faa.gov/airports/aip/buy\\_american/](http://www.faa.gov/airports/aip/buy_american/). Products listed on the FAA Nationwide Buy American Conformance list do not require additional submittal of domestic content information. Nationwide waivers expire five years from the date issued, unless revoked earlier by the FAA.

**Facility Waiver Requests.** For construction of a facility, the Sponsor may submit the waiver request after bid opening, but prior to contract execution. Examples of facility construction include terminal buildings, terminal renovation, and snow removal equipment buildings.

#### **Contract Types –**

*Construction and Equipment* – The Sponsor must meet the Buy American Preference requirements of 49 USC § 50101 and BABA for all AIP funded projects that require materials that are or consists primarily of iron, steel or manufactured goods and construction materials.

*Professional Services* – Professional service agreements (PSAs) do not normally result in a deliverable that meets the definition of a manufactured product. However, the emergence of various project delivery methods has created situations where task deliverables under a PSA may include a manufactured product. If a PSA includes providing a manufactured good as a deliverable under the contract, the Sponsor must include the Buy American Preference provision in the agreement.

*Property* – Most land transactions do not involve acquiring a manufactured product. However, under certain circumstances, a property acquisition project could result in the installation of a manufactured product. For example, the installation of property fencing, gates, doors and locks, etc. represent manufactured products acquired under an AIP funded land project that must comply with Buy American Preferences.

**Use of Provisions** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully comply with 49 USC § 50101 and BABA.

There are two types of FAA Buy American certifications. The Sponsor must incorporate the appropriate certifications of compliance with FAA Buy American Preference in the solicitation:

- **Construction Projects** involving the replacement, rehabilitation, reconstruction of airfield surfaces such as on runways, taxiways, taxilanes, aprons, roadways, parking lots, etc. – Insert the Certificate of compliance to FAA Buy American Preference based on Construction Projects.

- **Equipment and Buildings Projects** involving and including the acquisition of equipment such as snow removal equipment, navigational aids, wind cones, and the construction of buildings such as hangars, terminal development, lighting vaults, aircraft rescue & firefighting buildings, etc. - Insert the Certificate of Compliance with FAA Buy American Preference Based on Equipment/Building Projects.

#### **A4.3 MODEL SOLICITATION CLAUSES**

##### **A4.3.1 Certification of Compliance with FAA Buy American Preference Statement**

###### **FAA BUY AMERICAN PREFERENCE**

The Contractor certifies that its bid/offer is in compliance with 49 USC § 50101, BABA and other related Made in America Laws,<sup>1</sup> U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

The bidder or offeror must complete and submit the certification of compliance with FAA’s Buy American Preference, BABA and Made in America laws included herein with their bid or offer. The Airport Sponsor/Owner will reject as nonresponsive any bid or offer that does not include a completed certification of compliance with FAA’s Buy American Preference and BABA.

The bidder or offeror certifies that all constructions materials, defined to mean an article, material, or supply other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall used in the project are manufactured in the U.S.

---

<sup>1</sup> Per Executive Order 14005 “Made in America Laws” means all statutes, regulations, rules, and Executive Orders relating to federal financial assistance awards or federal procurement, including those that refer to “Buy America” or “Buy American,” that require, or provide a preference for, the purchase or acquisition of goods, products, or materials produced in the United States, including iron, steel, and manufactured products offered in the United States.

### **A4.3.2 Certification of Compliance with FAA Buy American Preference – Construction Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e., not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing iron, steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or the FAA evidence that documents the source and origin of the iron, steel, and/or manufactured product.
  - b) To faithfully comply with providing U.S. domestic products.
  - c) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
  - d) Certify that all construction materials used in the project are manufactured in the U.S.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To furnish U.S. domestic product for any waiver request that the FAA rejects.
- e) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials or manufactured goods are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “facility/project.” The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all manufactured products that are not comprised of 100 percent U.S. domestic content (excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) A completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bids and/or offers;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

### **A4.3.3 Certification of Compliance with FAA Buy American Preference – Equipment/Building Projects**

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101, and other Made in America Laws, U.S. statutes, guidance, and FAA policies by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter “X”.

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101, BABA and other related U.S. statutes, guidance, and policies of the FAA by:
- a) Only installing steel and manufactured products produced in the United States;
  - b) Only installing construction materials defined as: an article, material, or supply – other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives that are or consist primarily of non-ferrous metals; plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber or drywall that have been manufactured in the United States.
  - c) Installing manufactured products for which the Federal Aviation Administration (FAA) has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - d) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

- a) To provide to the Airport Sponsor or FAA evidence that documents the source and origin of the steel and manufactured product.
  - b) To faithfully comply with providing U.S. domestic product.
  - c) To furnish U.S. domestic product for any waiver request that the FAA rejects.
  - d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100 percent Buy American Preferences of 49 USC § 50101(a) but may qualify for a Type 3 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
- a) To submit to the Airport Sponsor or FAA within 15 calendar days of being selected as the responsive bidder, a formal waiver request and required documentation that supports the type of waiver being requested.
  - b) That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
  - c) To faithfully comply with providing U.S. domestic products at or above the approved U.S. domestic content percentage as approved by the FAA.

- d) To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

**Required Documentation**

**Type 2 Waiver (Nonavailability)** - The iron, steel, manufactured goods or construction materials are not available in sufficient quantity or quality in the United States. The required documentation for the Nonavailability waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire
- b) Record of thorough market research, consideration where appropriate of qualifying alternate items, products, or materials including;
- c) A description of the market research activities and methods used to identify domestically manufactured items capable of satisfying the requirement, including the timing of the research and conclusions reached on the availability of sources.

**Type 3 Waiver** – The cost of the item components and subcomponents produced in the United States is more than 60 percent of the cost of all components and subcomponents of the “item”. The required documentation for a Type 3 waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire including;
- b) Listing of all product components and subcomponents that are not comprised of 100 percent U.S. domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108 (products of unknown origin must be considered as non-domestic products in their entirety).
- c) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- d) Percentage of non-domestic component and subcomponent cost as compared to total “item” component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver (Unreasonable Costs)** - Applying this provision for iron, steel, manufactured goods or construction materials, would increase the cost of the overall project by more than 25 percent. The required documentation for this waiver is:

- a) Completed Content Percentage Worksheet and Final Assembly Questionnaire from
- b) At minimum two comparable equal bidders and/or offerors;
- c) Receipt or record that demonstrates that supplier scouting called for in Executive Order 14005, indicates that no domestic source exists for the project and/or component;
- d) Completed waiver applications for each comparable bid and/or offer.

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

\_\_\_\_\_

Date

\_\_\_\_\_

Signature

\_\_\_\_\_

Company Name

\_\_\_\_\_

Title

## A5 CIVIL RIGHTS - GENERAL

### A5.1 SOURCE

49 USC § 47123

### A5.2 APPLICABILITY

There are two separate civil rights provisions that apply to projects:

1. FAA General Civil Rights Provision and,
2. Title VI provisions, which are addressed in Appendix A6.

**Contract Types** – The General Civil Rights Provisions found in 49 USC § 47123, derived from the Airport and Airway Improvement Act of 1982, Section 520, apply to all Sponsor contracts *regardless* of funding source.

**Use of Provision – MANDATORY TEXT.** Each contract must include two civil rights provisions. The first general clause must be included in all contracts, lease agreements, or transfer agreements. An additional specific provision must be included; the applicable text is based on whether the contract is a general contract or whether the contract is a lease or transfer agreement. The Sponsor must incorporate the text of the appropriate general clause and specific clause without modification into the contract, lease, or transfer agreement.

The required clauses for each type of contact are summarized in the table below:

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Clause that is used for all contracts, lease agreements and transfer agreements	Every contract or agreement <b>regardless of funding source.</b>	A5.3.1
Clause that is used for general contract agreements	This applies to all contracts that do not involve property agreements. It applies to all contracts not covered by A5.3.3 <b>regardless of funding source.</b>	A5.3.2
Clause that is used for lease agreements and transfer agreements	This applies to all property agreements such leases of concession space in a terminal and leases where a physical portion of the airport is transferred for use. It applies to all contracts not covered by A5.3.2 <b>regardless of funding source.</b>	A5.3.3

## **A5.3 MANDATORY CONTRACT CLAUSES**

### **A5.3.1 General Clause that is used for Contracts, Lease Agreements, and Transfer Agreements**

#### **GENERAL CIVIL RIGHTS PROVISIONS**

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

### **A5.3.2 Specific Clause that is used for General Contract Agreements**

The above provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract.

### **A5.3.3 Specific Clause that is used for Lease Agreements or Transfer Agreements**

If the Contractor transfers its obligation to another, the transferee is obligated in the same manner as the Contractor.

The above provision obligates the Contractor for the period during which the property is owned, used or possessed by the Contractor and the airport remains obligated to the Federal Aviation Administration.

**A6 CIVIL RIGHTS – TITLE VI ASSURANCE**

**A6.1 SOURCE**

49 USC § 47123

FAA Order 1400.11

**A6.2 APPLICABILITY**

Title VI of the Civil Rights Act of 1964, as amended, (Title VI) prohibits discrimination on the grounds of race, color, or national origin under any program or activity receiving Federal financial assistance. Sponsors must include appropriate clauses from the Standard DOT Title VI Assurances in all contracts and solicitations.

The text of each individual clause comes from the U.S. Department of Transportation [Order DOT 1050.2](#), Standard Title VI Assurances and Nondiscrimination Provisions, effective April 24, 2013. These assurances require that the Recipient (the Sponsor) insert the appropriate clauses in the form provided by the DOT. Where the clause refers to the applicable activity, project, or program, it means the AIP project.

The clauses are as follows:

**A6.2.1 Applicability of Title VI Solicitation Notice**

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
Title VI Solicitation Notice – <ul style="list-style-type: none"> <li>• Assurance 2 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>• Assurance 30(d) of the Airport Sponsors Assurances</li> </ul>	1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and 2) All Sponsor proposals for negotiated agreements <b>regardless of funding source.</b>	A6.3.1

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Title VI Clauses for Compliance with Nondiscrimination Requirements</p> <ul style="list-style-type: none"> <li>• Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>• Assurance 30(e)(1) of the Airport Sponsor Assurances</li> </ul>	<p>Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence).</p> <p>It has been determined that service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements must include this clause.</p>	<p>A6.4.2</p>
<p>Title VI Required Clause for Property Interests Transferred from the United States</p> <ul style="list-style-type: none"> <li>• Assurance 4 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>• Assurance 30e.3 of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.</p> <p>This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract.</p>	<p>A6.4.3</p>
<p>Title VI Required Clause for Transfer of Real Property Acquired or Improved Under the Activity, Facility or Program –</p> <ul style="list-style-type: none"> <li>• Assurance 5 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>• Assurance 30(e)(4)(a) of the Airport Sponsor Assurances</li> </ul>	<p>As a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases where a physical portion of the airport is transferred for use, for example a fuel farm, apron space, or a parking facility. It applies to agreements not covered by A6.4.4.</p>	<p>A6.4.4</p>

Contract Clause	The Sponsor must include the contract clause in:	Clause Text is Included in Paragraph
<p>Clause for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program</p> <ul style="list-style-type: none"> <li>Assurance 6 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30(e)(4)(b) of the Airport Sponsor Assurances</li> </ul>	<p>In any future (deeds, leases, licenses, permits, or similar instruments) entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under Airport Improvement Program</p> <p>This applies to agreements such as leases of concession space in a terminal not covered by A6.4.3.</p>	<p>A6.4.5</p>
<p>Title VI List of Pertinent Nondiscrimination Acts and Authorities</p> <ul style="list-style-type: none"> <li>Assurance 3 of the DOT Standard Title VI Assurances and Nondiscrimination Clauses</li> <li>Assurance 30(e)(2) of the Airport Sponsor Assurances</li> </ul>	<p>Insert this list in every contract or agreement, unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities, which is a rare occurrence.</p> <p><b>This list can only be omitted if the FAA has determined that the contractor or company is already subject to substantively identical nondiscrimination requirements.</b></p>	<p>A6.4.1</p> <p><b>List must be included in all applicable contracts.</b></p>

**A6.3 MANDATORY SOLICITATION CLAUSE**

**The Sponsor must include this clause in:**

- 1) All AIP funded solicitations for bids, requests for proposals, or any work subject to Title VI regulations; and
- 2) All Sponsor proposals for negotiated agreements regardless of funding source.

**A6.3.1 Title VI Solicitation Notice**

**Title VI Solicitation Notice:**

The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

## A6.4 MANDATORY CONTRACT CLAUSES

### A6.4.1 Title VI List of Pertinent Nondiscrimination Acts and Authorities

Insert this list in every contract or agreement, unless the Sponsor has determined and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities. This list can be omitted if the FAA has determined that the contractor or company is already subject to nondiscrimination requirements, which is a rare occurrence.

#### Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must

take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, et seq).

#### **A6.4.2 Nondiscrimination Requirements/Title VI Clauses for Compliance**

The Sponsor must include this contract clause in:

- 1) Every contract or agreement (unless the Sponsor has determined, and the FAA concurs, that the contract or agreement is not subject to the Nondiscrimination Acts and Authorities); and
- 2) Service contracts with utility companies that are not already subject to substantively identical nondiscrimination requirements.
- 3) Other types of contracts with utility companies involving property covered by A6.4.2, A6.4.3, or A6.4.4.

#### **Compliance with Nondiscrimination Requirements:**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or

refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

#### **A6.4.3 Title VI Clauses for Deeds Transferring United States Property**

This is a rare occurrence, and it will be the responsibility of the United States government to include the clause in the contract. It will be included as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Sponsor.

#### **CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY**

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of the Airport Improvement Program grant assurances:

**NOW, THEREFORE**, the Federal Aviation Administration as authorized by law and upon the condition that the (*Title of Sponsor*) will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), for the (**Airport Improvement Program or other program for which land is transferred**), and the policies and procedures prescribed by the Federal Aviation Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 USC §§ 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the (*Title of Sponsor*) all the right, title and interest of the U.S. Department of Transportation/Federal Aviation Administration in and to said lands described in (*Exhibit A attached hereto or other exhibit describing the transferred property*) and made a part hereof.

**(HABENDUM CLAUSE)**

**TO HAVE AND TO HOLD** said lands and interests therein unto (*Title of Sponsor*) and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the (*Title of Sponsor*), its successors and assigns.

The (*Title of Sponsor*), in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]\* (2) that the (*Title of Sponsor*) will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the Federal Aviation Administration and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

**A6.4.4 Title VI Clauses for Transfer of Real Property Acquired or Improved Under the Activity, Facility, or Program**

This applies to agreements such as leases where a physical portion of the airport is transferred for use—for example a fuel farm, apron space, or a parking facility—and will be included as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for all transfers of real property acquired or improved under the Airport Improvement Program.

**CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE AIRPORT IMPROVEMENT PROGRAM**

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of the Airport Improvement Program grant assurances:

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
  1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee,

licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Nondiscrimination covenants, (*Title of Sponsor*) will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Nondiscrimination covenants, the (*Title of Sponsor*) will have the right to enter or re-enter the lands and facilities thereon, and the above-described lands and facilities will there upon revert to and vest in and become the absolute property of the (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

**A6.4.5 Title VI Clauses for Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program**

This applies to agreements such as leases of concession space in a terminal and any future deeds, leases, licenses, permits, or similar instruments entered into by the Sponsor with other parties for the construction or use of, or access to, space on, over, or under real property acquired or improved under the Airport Improvement Program.

**CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM**

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by (*Title of Sponsor*) pursuant to the provisions of the Airport Improvement Program grant assurances.

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities

thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*

- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, (*Title of Sponsor*) will there upon revert to and vest in and become the absolute property of (*Title of Sponsor*) and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## **A7 CLEAN AIR AND WATER POLLUTION CONTROL**

### **A7.1 SOURCE**

2 CFR Part 200, Appendix II(G)

42 USC § 7401, et seq

33 USC § 1251, et seq

### **A7.2 APPLICABILITY**

**Contract Types** – This provision is required for all contracts and lower tier contracts that exceed \$150,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

### **A7.3 MODEL CONTRACT CLAUSE**

#### **CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceed \$150,000.

## **A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

### **A8.1 SOURCE**

2 CFR Part 200, Appendix II(E)

2 CFR § 5.5(b)

40 USC § 3702

40 USC § 3704

### **A8.2 APPLICABILITY**

Contract Work Hours and Safety Standards Act Requirements (CWHSSA) (40 USC §§ 3702 & 3704) requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts not less than one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. CWHSSA prohibits unsanitary, hazardous, or dangerous working conditions on federally-assisted projects. The Wage and Hour Division (WHD) within the U.S. Department of Labor (DOL) enforces the compensation requirements of this Act, while DOL's Occupational Safety and Health Administration (OSHA) enforces the safety and health requirements.

#### **Contract Types –**

*Construction* – This provision applies to all contracts and lower tier contracts that exceed \$100,000, and employ laborers, mechanics, watchmen, and guards.

*Equipment* – This provision applies to any equipment project exceeding \$100,000 that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

*Professional Services* – This provision applies to professional service agreements that exceed \$100,000 and employs laborers, mechanics, watchmen, and guards. This includes members of survey crews and exploratory drilling operations.

*Property* – While most land transactions do not involve employment of laborers, mechanics, watchmen, and guards, under certain circumstances, a property acquisition project could require such employment. Examples include the installation of property fencing or testing for environmental contamination

**Use of Provision – MANDATORY TEXT.** Sponsors must incorporate this text without modification.

## **A8.3 MANDATORY CONTRACT CLAUSE**

### **CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS**

#### 1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

#### 2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

#### 3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

#### 4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

## **A9 COPELAND “ANTI-KICKBACK” ACT**

### **A9.1 SOURCE**

2 CFR Part 200, Appendix II(D)

29 CFR Parts 3 and 5

### **A9.2 APPLICABILITY and PURPOSE**

The Copeland (Anti-Kickback) Act (18 USC § 874 and 40 USC § 3145) makes it unlawful to induce by force, intimidation, threat of dismissal from employment, or by any other manner, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week.

#### **Contract Types –**

*Construction* – This provision applies to all construction contracts and subcontracts financed under the AIP that exceed \$2,000.

*Equipment* – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles).

*Professional Services* –The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) include tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate the Copeland Anti-kickback provision.

*Property* –Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the Copeland Anti-Kickback provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 29 CFR Part 5.

### **A9.3 MODEL CONTRACT CLAUSE**

#### **COPELAND “ANTI-KICKBACK” ACT**

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

*\*Davis-Bacon wage requirements advertised with the solicitation remain in tact.*

## **A10 DAVIS-BACON REQUIREMENTS**

### **A10.1 SOURCE**

2 CFR Part 200, Appendix II(D)

29 CFR Part 5

49 USC § 47112(b)

40 USC §§ 3141-3144, 3146, and 3147

### **A10.2 APPLICABILITY**

The Davis-Bacon Act (40 USC §§ 3141-3144, 3146, and 3147) ensures that laborers and mechanics employed under the contract receive pay no less than the locally prevailing wages and fringe benefits as determined by the Department of Labor.

#### **Contract Types –**

*Construction* – Incorporate into all construction contracts and subcontracts that exceed \$2,000 and include funding from the AIP.

*Equipment* – This provision applies to all equipment installation projects (e.g., electrical vault improvements) financed under the AIP that exceed \$ 2,000. This provision does not apply to equipment acquisitions where the equipment is manufactured at the vendor’s plant (e.g., SRE and ARFF vehicles)

*Professional Services* – The emergence of different project delivery methods has created situations where Professional Service Agreements (PSAs) includes tasks that meet the definition of construction, alteration, or repair as defined in 29 CFR Part 5. If such tasks result in work that qualifies as construction, alteration, or repair and it exceeds \$2,000, the PSA must incorporate this clause.

*Property* – Ordinarily, land acquisition projects would not involve employment of laborers or mechanics and thus the provision would not apply. However, land projects that involve installation of boundary fencing and demolition of structures would involve laborers and mechanics. The Sponsor must include this provision if the land acquisition project involves employment of laborers or mechanics for a contract exceeding \$2,000.

*Fencing Projects* – Fencing projects that exceed \$2,000 must include this provision.

**Use of Provision – MANDATORY TEXT.** 29 CFR part 5 establishes specific language a Sponsor must use. The Sponsor may not make any modification to the standard language. A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term “Contractor” for “Consultant” in such instances.

## A10.3 MANDATORY CONTRACT CLAUSE

### DAVIS-BACON REQUIREMENTS

#### 1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor,

Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding. The Federal Aviation Administration or the Sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the Federal Aviation Administration may, after written notice to the Contractor, Sponsor, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the Federal Aviation Administration if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, Sponsor, or Owner, as the case may be, for transmission to the Federal Aviation Administration, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) That each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the Sponsor, the Federal Aviation Administration, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR § 5.12.

#### 4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits,

apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

#### 5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

#### 6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR §§ 5.5(a)(1) through (10) and such other clauses as the Federal Aviation Administration may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR § 5.5.

#### 7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR § 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR § 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC § 1001.

## **A11 DEBARMENT AND SUSPENSION**

### **A11.1 SOURCE**

2 CFR Part 180 (Subpart B)

2 CFR Part 200, Appendix II(H)

2 CFR Part 1200

DOT Order 4200.5

Executive Orders 12549 and 12689

### **A11.2 APPLICABILITY**

The Sponsor must verify that the firm or individual that it is entering into a contract with is not presently suspended, excluded, or debarred by any Federal department or agency from participating in federally-assisted projects. The Sponsor accomplishes this by:

- 1) Checking the System for Award Management (SAM.gov) to verify that the firm or individual is not listed in SAM.gov as being suspended, debarred, or excluded;
- 2) Collecting a certification from the firm or individual that it is not suspended, debarred, or excluded; and
- 3) Incorporating a clause in the contract that requires lower tier contracts to verify that no suspended, debarred, or excluded firm or individual is included in the project.

**Contract Types** – This requirement applies to *covered transactions*, which are defined in 2 CFR part 180 (Subpart B). AIP funded contracts are non-procurement transactions, as defined by 2 CFR § 180.970. Covered transactions include any AIP-funded contract, regardless of tier, that is awarded by a contractor, subcontractor, supplier, consultant, or its agent or representative in any transaction, if the amount of the contract is expected to equal or exceed \$25,000. This includes contracts associated with land acquisition projects.

**Use of Provision** – No mandatory language provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 2 CFR part 180. For professional service agreements, Sponsor may substitute "bidder/offeror" with "consultant."

### **A11.3 MODEL BID/PROPOSAL CERTIFICATION CLAUSES**

#### **A11.3.1 Bidder or Offeror Certification**

##### **CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

### **A11.3.2 Lower Tier Contract Certification**

#### **CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

*\*DBE Interim Final Rule issued by the U.S. Department of Transportation on 10-3-2025, removed the DBE goals for this project.\**

## **A12 DISADVANTAGED BUSINESS ENTERPRISE**

### **A12.1 SOURCE**

49 CFR Part 26

### **A12.2 APPLICABILITY**

A Sponsor that anticipates awarding \$250,000 or more in AIP funded prime contracts in a federal fiscal year must have an approved Disadvantaged Business Enterprise (DBE) program on file with the FAA Office of Civil Rights (49 CFR § 26.21). The approved DBE program will identify a 3-year overall program goal that the Sponsor bases on the availability of ready, willing, and able DBEs relative to all businesses ready, willing, and able to participate on the project (49 CFR § 26.45).

**Contract Types** – Sponsors with a DBE program on file with the FAA must include the following provisions, if applicable:

- 1) Clause in all solicitations for proposals for which a contract goal has been established,
- 2) Clause in each prime contract, and
- 3) Clause in solicitations that are obtaining DBE participation through race/gender neutral means.

#### **Use of Provision –**

1. *Solicitations with a DBE Contract Goal* – No mandatory language provided. 49 CFR §26.53 requires a Sponsor’s solicitation to address what a contractor must submit on proposed DBE participation. The language of A12.3.1 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements. The Sponsor may require the contractor’s submittal on proposed DBE participation either at bid opening as a matter of responsiveness or within five days of bid opening as a matter of responsibility.
2. *Solicitations Relying on Race/Gender Neutral Means* – No mandatory language provided. The language of A12.3.2 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy requirements for a Sponsor that is not applying a project specific contract goal but is covered by a DBE program on file with the FAA.
3. *Assurance for Contracts Covered by DBE Program* – **MANDATORY TEXT PROVIDED.** Sponsors must incorporate this language if they have a DBE program on file with the FAA. This includes projects where DBE participation is obtained through race/gender neutral means (i.e., no DBE contract goal). Section 26.13 of 49 CFR establishes mandatory language for contractor assurance. The Sponsor must not modify the language. Part 26 of 49 CFR requires Sponsors ensure this clause also flows down into subcontracts (i.e., must be included verbatim in subcontracts).

*\*DBE Interim Final Rule issued by the U.S. Department of Transportation on 10-3-2025, removed the DBE goals for this project.\**

4. *Prompt Payment for Contracts Covered by DBE Program* – No mandatory language provided. Section 26.29 of 49 CFR requires Sponsors to include a contract clause requiring prompt payment to subcontractors no later than thirty (30) days after the prime contractor receives payment from the Sponsor. The requirement applies to all subcontractors, not just DBEs. The prompt payment language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, such as a specific clause identified in the Sponsor’s approved DBE program plan, the Sponsor’s revised language must fully satisfy these requirements.
5. *Termination of DBE Subcontractors on Contracts with a DBE Contract Goal* - No mandatory language provided. Section 26.53 of 49 CFR prohibits unauthorized removal or replacement of DBE firms listed in response to a solicitation that had a DBE contract goal and sets forth the specific enforcement mechanism recipients must include in prime contracts. The language of A12.3.3 is acceptable to the FAA in meeting the intent of this requirement.
6. Sponsors that are not required to have a DBE program on file with the FAA are not required to include DBE provisions and clauses.

### **A12.3 REQUIRED PROVISIONS**

#### **A12.3.1 Solicitation Language (Solicitations that include a Contract Goal)**

Bid Information Submitted as a matter of **responsiveness**:

The Owner’s award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner’s project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

*\*DBE Interim Final Rule issued by the U.S. Department of Transportation on 10-3-2025, removed the DBE goals for this project.\**

**Bid Information submitted as a matter of responsibility:**

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

**A12.3.2 Solicitation Language (Race/Gender Neutral Means)**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the [Insert Name of Owner] to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

**A12.3.3 Prime Contracts (Contracts Covered by a DBE Program)**

**Contract Assurance (49 CFR § 26.13; mandatory text provided) –**

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

*\*DBE Interim Final Rule issued by the U.S. Department of Transportation on 10-3-2025, removed the DBE goals for this project.\**

**Prompt Payment (49 CFR § 26.29; acceptable/sample text provided) –**

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than [specify number of days, not to exceed 30] days from the receipt of each payment the prime contractor receives from [Name of recipient]. The prime contractor agrees further to return retainage payments to each subcontractor within [specify number of days, not to exceed 30] days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the [Name of Recipient]. This clause applies to both DBE and non-DBE subcontractors.

**Termination of DBE Subcontracts (49 CFR § 26.53(f); acceptable/sample text provided) –**

The prime contractor must not terminate a DBE subcontractor listed in response to [include Solicitation paragraph number where paragraph 12.3.1, Solicitation Language appears] (or an approved substitute DBE firm) without prior written consent of [Name of Recipient]. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent [Name of Recipient]. Unless [Name of Recipient] consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

[Name of Recipient] may provide such written consent only if [Name of Recipient] agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to [Name of Recipient] its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to [Name of Recipient], of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise [Name of Recipient] and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why [Name of Recipient] should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), [Name of Recipient] may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

## **A13 DISTRACTED DRIVING**

### **A13.1 SOURCE**

Executive Order 13513

DOT Order 3902.10

### **A13.2 APPLICABILITY**

The FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

**Contract Types** – Sponsors must insert this provision in all AIP funded contracts that exceed the micro-purchase threshold of 2 CFR § 200.320 (currently set at \$10,000).

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA in meeting the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements.

### **A13.3 MODEL CONTRACT CLAUSE**

#### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, “Federal Leadership on Reducing Text Messaging While Driving”, (10/1/2009) and DOT Order 3902.10, “Text Messaging While Driving”, (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

## **A14 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

### **A14.1 SOURCE**

2 CFR § 200, Appendix II(K)

2 CFR § 200.216

### **A14.2 APPLICABILITY**

Sponsors and subgrant recipients are prohibited from using AIP grant funds to:

- a) Procure or obtain,
- b) Extend or renew a contract to procure or obtain, or
- c) Enter into a contract to procure or obtain certain covered telecommunications equipment.

These restrictions apply to telecommunication equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. Covered telecommunications equipment is equipment produced or provided by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of either).

**Contract Types** – The Sponsor must include this provision in all AIP funded contracts and lower-tier contracts.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s revised language must fully satisfy these requirements. Sponsor may substitute “Contractor and subcontractor” with “Consultant and sub-consultant” for professional service agreements.

### **A14.3 MODEL CERTIFICATION CLAUSE**

#### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

## **A15 DRUG FREE WORKPLACE REQUIREMENTS**

### **A15.1 SOURCE**

49 CFR Part 32

Drug-Free Workplace Act of 1988 (41 USC § 8101-8106, as amended)

### **A15.2 APPLICABILITY**

The Drug-Free Workplace Act of 1988 requires some Federal contractors and *all* Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does **not** apply to contractors, subcontractors, or subgrantees, although the Federal grantees workplace may be where the contractors, subcontractors, or subgrantees are working.

**Contract Types** – This provision applies to all AIP funded projects, but not to the contracts between the grantee (the Sponsor) and a contractor, subcontractors, suppliers, or subgrantees.

**Use of Provision** – No mandatory or recommended text provided because the requirements do not extend beyond the Sponsor level.

### **A15.3 CONTRACT CLAUSE**

None.

## **A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

### **A16.1 SOURCE**

2 CFR Part 200, Appendix II(C)

41 CFR § 60-1.4

41 CFR § 60-4.3

Executive Order 11246

### **A16.2 APPLICABILITY**

The purpose of this provision is to provide equal opportunity for all persons, without regard to race, color, religion, sex, or national origin who are employed or seeking employment with contractors performing under a federally-assisted construction contract. There are two provisions — a construction clause and a specification clause.

The equal opportunity contract clause must be included in any contract or subcontract when the amount exceeds \$10,000. Once the equal opportunity clause is determined to be applicable, the contract or subcontract must include the clause for the remainder of the year, regardless of the amount or the contract.

#### **Contract Types –**

*Construction* – The Sponsor must incorporate contract and specification language in all construction contracts and subcontracts as required above.

*Equipment* – The Sponsor must incorporate contract and specification language into all equipment contracts as required above that involves installation of equipment onsite (e.g., electrical vault equipment). This provision does not apply to equipment acquisition projects where the manufacture of the equipment takes place offsite at the vendor plant (e.g., ARFF and SRE vehicles).

*Professional Services* – The Sponsor must include contract and specification language into all professional service agreements as required above.

*Property* – The Sponsor must include contract and specification language into all land acquisition projects that include work that qualifies as construction work as defined by 41 CFR part 60 as required above. An example is installation of boundary fencing.

**Use of Provision – MANDATORY TEXT.** 41 CFR § 60-1.4 provides the mandatory **contract** language. 41 CFR § 60-4.3 provides the mandatory **specification** language. The Sponsor must incorporate these clauses without modification.

## **A16.3 MANDATORY CONTRACT CLAUSE**

### **A16.3.1 EEO Contract Clause**

#### **EQUAL OPPORTUNITY CLAUSE**

During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in

whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

### **A16.3.2 EEO Specification**

#### **STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
- d. "Minority" includes:
  - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race);
  - (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR part 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in a geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
- c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other

training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR part 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

## **A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)**

### **A17.1 SOURCE**

29 USC § 201, et seq

2 CFR § 200.430

### **A17.2 APPLICABILITY**

The U.S. Department of Labor (DOL) Wage and Hour Division administers the Fair Labor Standards Act (FLSA). This act prescribes federal standards for basic minimum wage, overtime pay, record keeping, and child labor standards.

**Contract Types** – Per the Department of Labor, all employees of certain enterprises having workers engaged in interstate commerce; producing goods for interstate commerce; or handling, selling, or otherwise working on goods or materials that have been moved in or produced for such commerce by any person are covered by the FLSA.

All consultants, sub-consultants, contractors, and subcontractors employed under this federally assisted project must comply with the FLSA.

*Professional Services* – 29 CFR § 213 exempts employees in a bona fide executive, administrative or professional capacity. Because professional firms employ individuals that are not covered by this exemption, the Sponsor’s agreement with a professional services firm must include the FLSA provision.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 29 USC § 201, et seq. The Sponsor must select *contractor* or *consultant*, as appropriate for the contract.

### **A17.3 MODEL SOLICITATION CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The [*Contractor* | *Consultant*] has full responsibility to monitor compliance to the referenced statute or regulation. The [*Contractor* | *Consultant*] must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

## **A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

### **A18.1 SOURCE**

31 USC § 1352 – Byrd Anti-Lobbying Amendment

2 CFR Part 200, Appendix II(I)

49 CFR Part 20, Appendix A

### **A18.2 APPLICABILITY**

Consultants and contractors that apply or bid for an award of \$100,000 or more must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or another award covered by 31 USC § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**Contract Types** – The Sponsor must incorporate this provision into all contracts exceeding \$100,000.

**Use of Provision – MANDATORY TEXT.** Appendix A to 49 CFR Part 20 prescribes language the Sponsor must use. The Sponsor must incorporate this provision without modification.

### **A18.3 MANDATORY CERTIFICATION CLAUSE**

#### **CERTIFICATION REGARDING LOBBYING**

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under

grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **A19 PROHIBITION OF SEGREGATED FACILITIES**

### **A19.1 SOURCE**

2 CFR Part 200, Appendix II(C)

41 CFR Part 60-1

### **A19.2 APPLICABILITY**

The contractor must comply with the requirements of the EEO clause by ensuring that facilities they provide for employees are free of segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin. This clause must be included in all contracts that include the equal opportunity clause, regardless of the amount of the contract.

**Contract Types** – AIP Sponsors must incorporate the Prohibition of Segregated Facilities clause (41 CFR § 60-1.8) in any contract containing the Equal Employment Opportunity clause of 41 CFR § 60-1.4. This obligation flows down to subcontract and sub-tier purchase orders containing the Equal Employment Opportunity clause.

*Construction* – Construction work means construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

*Equipment* – On site installation of equipment such as airfield lighting control equipment meets the definition of construction and thus this provision would apply. This provision does not apply to equipment projects involving manufacture of the item at a vendor’s manufacturing plant. An example would be the manufacture of a SRE or ARFF vehicle.

*Professional Services* – Professional services that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include the installation of noise monitoring equipment.

*Property/Land* – Land acquisition contracts that include tasks that qualify as construction work as defined by 41 CFR part 60-1. Examples include demolition of structures or installation of boundary fencing.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 41 CFR Part 60-1.

### **A19.3 MODEL CONTRACT CLAUSE**

#### **PROHIBITION OF SEGREGATED FACILITIES**

(a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The

Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.

(b) “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

## **A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970**

### **A20.1 SOURCE**

29 CFR Part 1910

### **A20.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts must comply with the Occupational Safety and Health Act of 1970 (OSH). The U.S. Department of Labor Occupational Safety and Health Administration (OSHA) oversees the workplace health and safety standards wage provisions from OSH.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 29 CFR Part 1910.

### **A20.3 MODEL CONTRACT CLAUSE**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor’s compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

## **A21 PROCUREMENT OF RECOVERED MATERIALS**

### **A21.1 SOURCE**

2 CFR § 200.323

2 CFR Part 200, Appendix II(J)

40 CFR Part 247

42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

### **A21.2 APPLICABILITY**

Sponsors of AIP funded development and equipment projects must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. Section 6002 emphasizes maximizing energy and resource recovery through use of affirmative procurement actions for recovered materials identified in the Environmental Protection Agency (EPA) guidelines codified at 40 CFR part 247. When acquiring items designated in the guidelines, the Sponsor must procure items that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Contract Types** – This provision applies to any contracts that include procurement of products designated in subpart B of 40 CFR part 247 where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000.

*Construction and Equipment* – Include this provision in all construction and equipment projects.

*Professional Services and Property* – Include this provision if the agreement includes procurement of a product that exceeds \$10,000.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200.

### **A21.3 MODEL CONTRACT CLAUSE**

#### **PROCUREMENT OF RECOVERED MATERIALS**

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at [www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products](http://www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products).

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

## **A22 RIGHT TO INVENTIONS**

### **A22.1 SOURCE**

2 CFR Part 200, Appendix II(F)

37 CFR Part 401

### **A22.2 APPLICABILITY**

**Contract Types** – This provision applies to all contracts and subcontracts with small business firms or nonprofit organizations that include performance of *experimental, developmental, or research work*. This clause is not applicable to construction, equipment, or professional service contracts unless the contract includes *experimental, developmental, or research work*.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

### **A22.3 MODEL CONTRACT CLAUSE**

#### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

## **A23 SEISMIC SAFETY**

### **A23.1 SOURCE**

49 CFR Part 41

### **A23.2 APPLICABILITY**

**Contract Types** – This provision applies to construction of new buildings and additions to existing buildings financed in whole or in part through the Airport Improvement Program.

*Professional Services*– Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Construction* – Sponsor must incorporate this clause in any contract involved in the construction of new buildings or structural addition to existing buildings.

*Equipment* – Sponsor must include the construction provision if the project involves construction or structural addition to a building such as an electrical vault project to accommodate or install equipment.

*Land* – This provision will not typically apply to a property/land project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 49 CFR part 41.

### **A23.3 MODEL CONTRACT CLAUSE**

#### **A23.3.1 Professional Service Agreements for Design**

##### **SEISMIC SAFETY**

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

#### **A23.3.2 Construction Contracts**

##### **SEISMIC SAFETY**

The Contractor agrees to ensure that all work performed under this contract, including work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction

Program (NEHRP). Local building codes that model their code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

## **A24 TAX DELINQUENCY AND FELONY CONVICTIONS**

### **A24.1 SOURCE**

Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts.

DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

### **A24.2 APPLICABILITY**

The Sponsor must ensure that no funding goes to any contractor who:

- Has been convicted of a Federal felony within the last 24 months; or
- Has any outstanding tax liability for which all judicial and administrative remedies have lapsed or been exhausted.

**Contract Types** – This provision applies to all contracts funded in whole or part with AIP.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of DOT Order 4200.6.

### **A24.3 MODEL CERTIFICATION CLAUSE**

#### **CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- 1) The applicant represents that it is (  ) is not (  ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The applicant represents that it is (  ) is not (  ) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government’s interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify

the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

**Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

## **A25 TERMINATION OF CONTRACT**

### **A25.1 SOURCE**

2 CFR Part 200, Appendix II(B)

FAA Advisory Circular 150/5370-10, Section 80-09

### **A25.2 APPLICABILITY**

**Contract Types** – All contracts and subcontracts in excess of \$10,000 must address *termination for cause* and *termination for convenience* by the Sponsor. The provision must address the manner (i.e., notice, opportunity to cure, and effective date) by which the Sponsor’s contract will be affected and the basis for settlement (e.g., incurred expenses, completed work, profit, etc.).

#### **Use of Provision –**

*Termination for Convenience* – No mandatory text provided. The Sponsor must include a clause for termination for convenience. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of Appendix II to 2 CFR § 200.

*Termination for Cause* – No mandatory text provided. The Sponsor must include a clause for termination for cause (includes default). The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR Part 200, Appendix II.

*Equipment, Professional Services, and Property* – No mandatory text provided. The Sponsor may use their established clause language provided that it adequately addresses the intent of 2 CFR Part 200 Appendix II(B), which addresses termination for cause and for convenience.

### **A25.3 MODEL CONTRACT CLAUSES**

#### **A25.3.1 Termination for Convenience**

##### **TERMINATION FOR CONVENIENCE (CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.

4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed work, supplies, equipment and materials acquired prior to termination of the work, and as directed in the written notice.
5. Complete performance of the work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

1. Completed and acceptable work executed in accordance with the contract documents prior to the effective date of termination;
2. Documented expenses sustained prior to the effective date of termination in performing work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted work;
3. Reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
4. Reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

#### **TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

#### **A25.3.2 Termination for Default**

#### **TERMINATION FOR CAUSE (CONSTRUCTION)**

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes standard language for conditions, rights, and remedies associated with Owner termination of this contract for cause due to default of the Contractor.

### **TERMINATION FOR CAUSE (EQUIPMENT)**

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract for cause if the Contractor:

1. Fails to begin the Work under the Contract within the time specified in the Notice- to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within [10] days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the work under this clause if the delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

### **TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
  2. Make adequate progress so as to endanger satisfactory performance of the Project; or
  3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

- b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
1. Defaults on its obligations under this Agreement;
  2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
  3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

## **A26 TRADE RESTRICTION CERTIFICATION**

### **A26.1 SOURCE**

49 USC § 50104

49 CFR Part 30

### **A26.2 APPLICABILITY**

Unless waived by the Secretary of Transportation, Sponsors may not use AIP funds on a product or service from a foreign country included in the current list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR).

**Contract Types** – The trade restriction certification and clause apply to all AIP funded projects.

**Use of Provision – MANDATORY TEXT.** 49 CFR Part 30 prescribes the language for this model clause. The Sponsor must include this certification language in all contracts and subcontracts without modification.

### **A26.3 MANDATORY SOLICITATION CLAUSE**

#### **TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

## **A27 VETERAN'S PREFERENCE**

### **A27.1 SOURCE**

49 USC § 47112(c)

### **A27.2 APPLICABILITY**

**Contract Types** – This provision applies to all AIP funded projects that involve labor to carry out the project. This preference, which excludes executive, administrative, and supervisory positions, applies to covered veterans [as defined under § 47112(c)] only when they are readily available and qualified to accomplish the work required by the project.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor's language must fully satisfy the requirements of 49 USC § 47112.

### **A27.3 MODEL CONTRACT CLAUSE**

#### **VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

## **A28 DOMESTIC PREFERENCES FOR PROCUREMENTS**

### **A28.1 SOURCE**

2 CFR § 200.322

2 CFR Part 200, Appendix II(L)

### **A28.2 APPLICABILITY**

To the greatest extent “practicable,” Sponsors must provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the U.S., including, but not limited to iron, aluminum, steel, cement, or other manufactured products.

**Contract Types** – Must be included in all subawards, including all contracts and purchase orders for work or products under the grant.

**Use of Provision** – No mandatory text provided. The following language is acceptable to the FAA and meets the intent of this requirement. If the Sponsor uses different language, the Sponsor’s language must fully satisfy the requirements of 2 CFR § 200.322.

### **A28.3 MODEL CERTIFICATION CLAUSE**

#### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

**FAA Contract Provision Guidelines for  
Obligated Sponsors and Airport  
Improvement Program Projects  
(Issued on May 24, 2023)**

# **FULTON COUNTY CONTRACTOR SAFETY AND HEALTH MANAGEMENT PROCESS**

## **1.0 INTRODUCTION**

Every Contractor performing construction related services shall follow the procedures outlined in this document.

## **2.0 REFERENCES**

- 2.1 Occupational Safety and Health Regulations (OSHA) 29CFR1910 and 29CFR1926
- 2.2 Environmental Protection Agency Regulations (EPA) 40CFR
- 2.3 Fulton County Safety and Health and Requirements
- 2.4 Georgia Department of Transportation Regulations and Requirements
- 2.5 US Department of Transportation Requirements
- 2.6 Manual of Uniform Traffic Control Devices for Streets and Highways (ANSI D6.1)
- 2.7 Georgia Department of Natural Resources Environmental Protection Division Regulations

Safety rules and regulations will be followed using federal, state or local regulations in force. Should a Contractor's rule be in use which is more effective, the most stringent rule or regulation will be enforced by the Contractor, Sub-Contractors and Fulton County designated Safety Representative(s).

## **3.0 RESPONSIBILITY**

The Contractor receiving the bid has the ultimate responsibility for the safety and health of all Sub-Contractors, all employees on the project, and the general public and complying with all governmental regulations and requirements (OSHA, EPA, DOT, state, local).

The Contractor is responsible for:

1. Implementing a safety, health and loss prevention process and program that meets or exceeds all the requirements in the Contract Documents and the safety, health and loss prevention guidelines referenced in the Contract Documents;
2. Reporting all accidents, incidents and near misses as required in the safety guidelines;
3. Coordinating the investigation of major accidents and incidents with the Project Manager;
4. Designating an employee on the site to be responsible for the Contractor's safety program; and
5. Implementing corrective action plans to address safety, health and loss prevention findings identified on the work site.

Nothing contained herein shall relieve the Contractor or any Sub-Contractor of such responsibility or liability.

#### **4.0 PROCEDURE**

- 4.1 The Contractor and each Sub-Contractor must implement a written safety and health prevention process and program following the guidelines contained in this document and in any other relevant portion of the Contract Documents. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.2 The Contractor and each Sub-Contractor must implement a drug and alcohol policy following the guidelines contained in this document and in the bid specific actions. This program must be accepted by Fulton County or its Representatives prior to Notice to Proceed.
- 4.3 The Contractor must designate a person responsible for site safety. Each Sub-Contractor must designate a person responsible for site safety.
- 4.4 Not Used.
- 4.5 Contractor is responsible for providing all necessary safety supplies and personal protective equipment required to protect its employees, Sub-Contractors, and the 'general public.
- 4.6 Contractor shall make available certified First-aid services, First-aid supplies, and provisions for medical care for all employees at the construction site prior to beginning work on site.
- 4.7 Contractor shall maintain a competent person at the construction site at all times with an OSHA 10-hour certification, Said person shall have the knowledge to recognize hazards or potential hazards and has the authority to correct such hazards.
- 4.8 The status of project safety shall be included in the Contractor's agenda, which is required in Progress Meetings.

#### **5.0 DRUG AND ALCOHOL POLICY**

The Contractor and each Sub-Contractor must implement a drug and alcohol policy in order to maintain a safe and efficient work environment. This policy must include the following elements.

1. Written policy that prohibits the use, transportation, sale and possession of these materials
2. Disciplinary action plan for violations
3. Any treatment or reinstatement reemployment options
4. Drug and alcohol testing schedule that includes pre-employment, periodic for safety sensitive or critical jobs, and for cause

**Note:** AGC, ABC and/or Fulton County programs may be used as guidance documents.

## **6.0 OTHER CONTROLLED ITEMS**

The Contractor and each Sub-Contractor is required to include in the Project Safety Program a prohibition against the use, possession, concealment, transportation, promotion or sale of the following controlled items

1. Firearms, weapons, and ammunition.
2. Switchblades
3. Unauthorized explosives including fireworks
4. Stolen property or contraband
5. Controlled chemicals or chemicals recognized as being able to be used for improper purposes

## **7.0 EMERGENCY PROCEDURES/GUIDELINES**

- 7.1 The Contractor is required to establish site specific emergency procedures in the Project Safety Program to manage emergencies that may occur at any time in the following categories:
  1. Fire
  2. Employee injury
  3. Pedestrian injury due to work activity of any kind
  4. Property damage and damage to various utilities (i.e., electrical, gas, sewerage, water, telephone or public roadways)
  5. Public demonstrations
  6. Bomb threats
  7. Flood, Wind, Lightening, Hail
  8. Terrorists Threats
  9. Work place violence
- 7.2 These Emergency Procedures will be made part of the Contractor's Project Safety Program submittal and shall include but not be limited to the following elements:
  1. A list of emergency phone numbers posted at the job site, along with information to be transmitted in such emergencies.
  2. An incident command structure defining duties and responsibilities
  3. A system to train supervisors and employees on this emergency plan
  4. Procedures on how to handle emergencies including access to the site by emergency responders, accounting for workers, and securing the area.
  5. Procedures for media releases. These releases must be coordinated through the Fulton County Information and Public Affairs Office in coordination with the County's designated Representative.
  6. A plan that addresses serious incidents that includes notification to Fulton County, Fulton County's designated Representative immediately after the incident.

7. A review and updating frequency that includes forwarding a copy to Fulton County and the County's designated Representative.

## **8.0 ACCIDENT AND INCIDENT INVESTIGATION AND REPORTING**

- 8.1 The Contractor is responsible for reporting all accidents and incidents on the project site to the County's designated Representative within (1) business day. Accidents or incidents resulting in a fatality, property loss in excess of \$5,000, or involvement with the general public must be reported immediately to Fulton County's designated Representative and the investigation of the accident or incident coordinated with Fulton County Safety staff.
- 8.2 The Contractor will maintain a log of all injuries that occur on the job site. This log will be current and available for review.
- 8.3 For any incidents such as fires, explosions, fatalities, etc., the Contractor must notify Fulton County's designated Representative immediately and must coordinate any releases to the news media through the County's designated Representative and the County's Information and Public Affairs Office.
- 8.4 If a work-related injury should occur on this project, Contractor shall perform a thorough investigation of the incident and document the information.
- 8.5 A written accident investigation report containing the following information a minimum must be forwarded to the Fulton County's designated Representative within 24 hours of incident.
  1. Company Name
  2. Location
  3. Date and Time of incident
  4. Description of incident
  5. Names of all parties involved and all witnesses
  6. Corrective action(s) taken to prevent recurrence
  7. If the incident involves injury or illness, the following information must be provided:
    - a) A medical description of the injury or illness
    - b) OSHA recordability status i.e. first aid, medical treatment, lost time, days of restricted work.
    - c) If the public is involved, information about treatment and treatment location.
  8. Any pictures, site drawings, etc. if they assist in describing the incident.

If the investigation cannot be completed in 24 hours, a preliminary report marked as such shall be forwarded and the report completed and forwarded as soon as possible.

## **9.0 JOB SAFETY ANALYSIS**

- 9.1 The Contractor and each Sub-Contractor must implement a procedure to conduct a written job safety analysis or job hazard analysis for all project work tasks prior to beginning each task. Reference Appendix A.
- 9.2 The job safety analysis should follow National Safety Council, AGC, or other recognized guidelines and address all safety and health hazards for the work, identify personal protective and other safety equipment required, identify potential hazards to the general public if applicable, and identify any safety equipment, training, or controls that must be implemented prior to starting the work.
- 9.3 The Contractor must maintain a file for all job safety analysis forms, which is Accessible for review.

## **10.0 SAFETY AND HEALTH COMPLIANCE AUDITING**

### **10.1 Self-Auditing Requirements**

- 10.1.1 The Contractor and each Sub-Contractor must implement a procedure to assure that written safety and health audits or inspections are conducted at least biweekly (every 2 weeks). Safety checklists used by Fulton County's designated Representative may be used. The Contractor may use this checklist or an equivalent approved by Fulton County's designated Representative.
- 10.1.2 Each written safety audit must be filed on the site and a copy forwarded to Fulton County designated Representative.

### **10.2 NOT USED**

### **10.3 INSPECTIONS BY REGULATORY AGENCIES**

- 10.3.1 The Contractor must notify the Fulton County designated Representative whenever a 051-IA compliance officer, health inspector, or EPA or Georgia Environmental Protection Division Representative arrives at the project site to conduct an inspection.
- 10.3.2 The Contractor is required to forward a copy of all regulatory citations, notice of violations, or similar for this project to Fulton County's designated Representative.
- 10.3.3 These records will be reviewed with Fulton County designated Representative and included in the Construction Project files.

#### 10.4 SAFETY INSPECTION AND AUDIT FOLLOW UP

- 10.4.1 Every safety audit or regulatory inspection conducted per the requirements above may be reviewed by the Fulton County designated Representative. This review may identify serious and repeat safety items, look at trends, identify risks and potential losses, and site safety and loss prevention activities.
- 10.4.2 After this review the findings may identify areas needing improvement.
- 10.4.3 A copy of the audit and any areas identified, as needing improvement will be forwarded to the Contractor's senior management.
- 10.4.4 For findings that indicate major loss potential or serious concerns about site safety, the areas identified as needing improvement and the overall performance may be reviewed by Fulton County's designated Representative A written action plan to address the Contractor's performance issues may be developed.
- 10.4.5 Fulton County or designated Representative may meet the Contractor's senior management to discuss the findings, contract requirements, and their plans to address the findings.
- 10.4.6 The number and frequency of safety audits and site visits may be increased until improvements are noted.

#### 11.0 SAFETY MEETINGS

- 11.1 The Contractor will conduct weekly safety meetings with all Contractor and Sub-Contractor employees on the site.
- 11.2 The Contractor will keep safety-meeting records that include meeting topic(s), outline of items discussed, and attendance and sign in sheet. At this meeting any accidents or audit findings and corrective actions from the previous week will be discussed.
- 11.3 The Contractor will maintain a job site file that contains copies of the safety meeting records.

#### 12.0 TRAINING, INSPECTION AND CERTIFICATION

##### 12.1 Employee Training

- 12.1.1 The Contractor must be able to show when requested the required safety training for all Contractor and Subcontractor employees and competent persons working on the site including any required craft training,

- 12.1.2 The Contractor must be able to show when requested that all employees operating mobile equipment or cranes have met or exceeded training and licensing requirements.
- 12.1.3 The Contractor must be able to show when requested that all scaffolds are erected under the direction of a competent scaffold builder, that all users are properly trained, and that the scaffold is inspected daily.
- 12.1.4 The Contractor shall ensure that each employee is properly trained in the recognition and avoidance of unsafe conditions and the regulations applicable to his or her work environment to control or eliminate any hazards or other exposure to illness or injury.
- 12.1.5 If Contractor or Sub-Contractor employs anyone who cannot effectively communicate using the English language, a translator must be maintained on site who can relay instructions, questions, or concerns in a manner that the non-English and English-speaking employees will understand. The identification of this translator shall be provided to Fulton County's designated Representative.
- 12.1.6 Contractor shall orient all supervision and employees concerning safety requirements before working on the project

## 12.2 Equipment Certification and Inspection

- 12.2.1 The Contractor must be able to document that all cranes and mobile equipment used on the job site have current inspections and certifications.
- 12.2.2 The Contractor must assure that required daily and weekly equipment inspections are performed and documented in writing per governmental regulations and the requirements of this policy.
- 12.2.3 The Contractor must maintain a job site file for these required inspections and certifications.
- 12.2.4 Equipment identified as having safety problems or not meeting standards or codes shall be tagged as defective and shall not be used until those identified items have been corrected.
- 12.2.5 Contractor shall maintain, and have available for viewing, safety inspection reports for ladder, electrical cords, scaffolds, and trenches/excavations.

## 13.0 SAFETY AND HEALTH PROGRAM ELEMENTS

**Note:** Based on the project work activities and scope of work, some program elements may be not applicable to the project work and therefore do not have to be implemented. Elements marked with an asterisk are applicable to all Projects.

13.1 Return to Work Policy\*

The Contractor and each Sub-Contractor will be required to establish a transitional work program for employees injured at work, which provides modified duty within the employee's physical limitations.

13.2 Fire Prevention Program\*

The Contractor and each Sub-Contractor will be required to submit a temporary fire protection plan to be in effect for the duration of the contract. This plan must be submitted as part of the Contractor's Safety Program submittal, it must include provisions for fire protection systems and equipment, as identified in OSHA Safety and Health for Construction 1926, Sub-Part F, Fire Protection and Prevention.

13.3 Hazard Communication (HAZCOM)\*

The Contractor and each Sub-Contractor shall have a written HAZCOM Program. The program shall meet OSHA 1926 Requirements and provide for training so that all employees will be able to:

- Understand the program and identify hazardous chemicals with which they work.
- Understand product-warning labels.
- Have MSDSs for all potentially hazardous materials brought onto, used on, or stored at the job site.
- Know the physical location of the Material Safety Data Sheets (MSDS).

13.4 Personal Protective Equipment (PPE)\*

All Contractor and Sub-Contractor employees and other site visitors will be required to wear the PPE necessary to accomplish the work in a safe manner, PPE required will vary from job to job and must be based on a written hazard assessment. A list of PPE that is required is identified below:

- Hard Hats shall be worn at all times on all projects
- Hearing Protection for operations that create noise in excess of 65 dBA is required.
- Contractor shall provide eye or face protection equipment when machines or operations present potential eye or face injury from physical, chemical, or radiation agents.  
Work boots or work shoes made of leather shall be required. No open toed shoes or canvas shoes are allowed
- Shirts with sleeves at least 4 inches long are required. Tank tops and mesh shirt are not allowed.
- Full Body Safety Harnesses with shock absorbing lanyards for fall protection are required.

- Full body and chemical splash protection is required when handling hazardous chemicals.
- Respirators are required when employees may be exposed to dust and/or chemicals in excess of the OSHA permissible exposure limits.
- \* Long pants are required.

### 13.5 Confined Space Entry

If the project work involves permit required confined spaces, a permit required confined space entry program that meets 29 CFR 1910.146 requirements must be established. This program must include but is not limited to the following elements.

- Confined Space Identification
- Environmental Testing
- Rescue
- Communication with employees in the confined space
- Employee Training
- Permit System for entry

### 13.6 Excavations

If the Contractor or Sub-Contractor must make a cut, cavity, trench or depression in an earth surface formed by earth removal, the work must comply with the OSHA Regulations on trenching and excavations. A competent person must be assigned for each excavation. Requirements include but are not limited to:

- Employee Training
- Daily inspections
- Soil testing
- Protective or support systems.

### 13.7 Electrical Tools, Equipment, and Systems\*

- The Contractor and each Sub-Contractor must implement Assured Grounding Program or use Ground Fault Circuit Interrupter (GFCI) devices on all electrical tools and extension cords.
- All electrical work must be performed in accordance with the National Electrical Code (NEC) and OSHA,
- All electrical tools and extension cords must be in good repair and the Contractor must establish a written inspection program for all electrical tools. The frequency of inspection shall be at least monthly.

### 13.8 Lockout/Tagout Procedure

The Contractor and each Sub-Contractor will be required to implement a written Lockout/Tag procedure that meets OSHA requirements if their work requires energy isolation, Program elements include but are not limited to the following:

- Energy isolation lists for each piece of equipment
- Employee training
- Individually keyed locks and danger tags
- Written Procedure that assigns responsibilities

#### 13.9 Fall Protection\*

Contractor shall provide an approved fall protection system for all employees working at an elevation of 6 feet or higher on this project, including scaffolding work and steel erection. Employees will be responsible for utilizing the fall protection 100% of the time. Sub- Contractor will be responsible for ascertaining their employees' compliance with this requirement. The plan must address the following items:

- Only full body harnesses with shock absorbing lanyards and double locking hooks shall be use.
- Falls should be limited to less than. 6 feet such than employee can neither fall more than 6 feet nor contact any lower level.
- Fall protection systems must be planned into the job and must be designed to handle loads and forces expected. The project goal is 100% fall protection.
- Employee training and enforcement of these requirements are mandatory to assure an effective program.

#### 13.10 Scaffolding

All scaffolds and work platforms shall be constructed to meet the requirements of OSHA 1926,451 and ANSI A10.8. Some program elements include but are not limited to:

- User training for all employees who may use scaffolds;
- Scaffolding is to be designed and erected by competent person(s) following manufacturer's guidelines. Employees must use fall protection when erecting scaffolding;
- Daily inspection by competent person. Must implement daily tag system to document inspection;
- Must have engineering approval for scaffolds above 100 feet in height;
- Must be able to document competent person credentials; and
- Scaffolds must have proper egress (ladder/stairs) and should have guardrails, complete deck, toe boards and netting if anything can fall on people below. If guardrails or decking is not complete, fall protection must be used.

#### 13.11 Cranes and Other Lifting Devices

- Trained and experienced operators shall operate Cranes in accordance with the applicable OSHA and ANSI/ASME.
- The Contractor is responsible for ensuring that the crane is properly sized for the job and that all required inspections and maintenance required by 051-IA and ANSI/ASME standards have been conducted.

- All cranes should have anti-two block devices installed and operational. Cranes lifting employees in personnel baskets must have an anti-two block device to stop the crane if this condition occurs (positive acting).
- Tag lines are required to secure materials while being moved or handled by cranes.
- All cranes working in the vicinity of overhead power lines shall be grounded and be equipped with proximity guards.
- A lift plan must be submitted for all lifts that exceed 20,000 pounds or 75% of the crane's lift capacity. This plan must be reviewed and approved by the Contractor.
- Slings, hooks, and other lifting devices must be inspected on regular basis and stored properly.

#### 13.12 Use of Personnel Baskets

- Personnel baskets should only be used as the last practical means after documenting that all other means are unacceptable.
- The personnel basket must be manufactured, tested, and used in accordance with OSHA 1926.550. The crane lifting the basket must also meet OSHA requirements.

#### 13.13 Personal Lifts with Articulating Booms (Jig) and Scissors Lifts

- Operators must be trained in the safe operation of the lift including daily inspection procedures prior to use.
- Operators of JLG lifts must wear a full body harness with shock absorbing lanyard and be tied off while the lift is operation. Operators in a scissors lift must use fall protection anytime the guardrail system removed or altered.

#### 13.14 *Ladders\**

- Ladders are acceptable means of access when used in compliance with OSHA 1926.1053.
- Ladders must be in good repair, have safety feet and be inspected.
- Extension ladders must be either held by an employee on the ground or tied off at the top.
- Homemade ladders not meeting OSHA requirements should not be used.
- Non-conducting ladders are required for electrical work.
- Fall protection is encouraged for employees working on ladders especially if they will be leaning and turning in their work activities.

#### 13.15 Tools and Equipment

All tools and equipment used on the project must be in a safe operating condition, with all guards in place, and must meet or exceed all governmental regulations (OSHA, EPA, DOT, etc.). Tools and equipment must be maintained, inspected, tested, and used in accordance with OSHA regulations.

#### 13.16 Compressed Gas Cylinders\*

- Compressed gas cylinders must be used, stored, and transported in accordance with OSHA requirements, DOT requirements, and Compressed Gas Association standards.
- Fuel and oxygen cylinders must be stored separately or separated in accordance with the appropriate code.
- Compressed gas cylinders are not allowed inside confined spaces.

13.17 Welding, Burning, and Cutting\*

- The Contractor's program must meet or exceed OSHA and NFPA requirements.
- All flammables must be removed from work area and a fire watch posted in area until 30 minutes after the job is completed.
- At a minimum a 10 LB ABC rated fire extinguisher must be available in the immediate work area.
- Regulators must be in good working order and must have anti-flash back and check valves.
- Welding shields and burning goggles must be used.

13.18 Sanitation and Housekeeping\*

- The project site shall have an adequate number of portable toilets and hand washing facilities.
- The project site must establish a housekeeping plan that includes daily site clean-up and trash and debris removal.

13.19 Hearing Conservation\*

The Contractor and each Sub-Contractor who has employees exposed to noise levels exceeding 85 dBA must establish a hearing conservation program that meets or exceeds OSHA requirements. Minimum program elements include audiometric testing, noise monitoring, use of hearing protectors, and employee training.

13.20 Respiratory Protection

The Contractor and each Sub-Contractor who has employees who wear respiratory protection must implement a respiratory protection program that meets or exceeds OSHA requirements. Minimum program elements include risk based respirator selection, medical surveillance, employee training, respirator fit testing, and written operating procedures.

**14.0 SPECIALIZED SAFETY PROGRAM ELEMENTS**

If required by the project scope of work and specific work site or activities, specialized programs listed below shall be included in the Contractor's Safety Program submittal. The Contractor is required to implement the required programs and assure that they meet or exceed all contractual, regulatory and Fulton County's requirements applicable. Details for specific program elements may be included in the contract documents,

- 14.1 Asbestos Removal
- 14.2 Lead Based Paint Removal
- 14.3 Exposure Assessment and Employee Monitoring (Industrial Hygiene)
- 14.4 Hazardous Waste Operations and Training
- 14.5 Overhead Power Lines
- 14.6 Locating underground utilities
- 14.7 Dust Control
- 14.8 Guarding for floor holes and roof openings
- 14.9 Heavy Equipment, Truck and Earth Moving Equipment requirements
- 14.10 Environmental Requirements

## **15.0 ROAD AND TRANSPORTATION SAFETY REQUIREMENTS**

The Contractor shall implement the following into its safety program whether required by the contract or any other authority having jurisdiction if required to perform the work and maintain vehicular and pedestrian traffic safety:

- 15.1 Barricades and Cones
- 15.2 Traffic and Warning Signs
- 15.3 Traffic control devices
- 15.4 Equipment and materials storage
- 15.5 Reflective Clothing and other personal protective equipment
- 15.6 Excavation and road hole protection
- 15.7 Erosion protection
- 15.8 Trained flaggers

## **16.0 ADDITIONAL REQUIREMENTS TO PROTECT THE GENERAL PUBLIC**

Based on the Contractor's scope of work and specific work activities or location the Contractor may be required to implement the following into its safety program to protect the general public:

- 16.1 Fencing and other measures for site security
- 16.2 Warning, direction and no trespassing signs
- 16.3 Alternate public walk ways
- 16.4 Protection of the public from overhead and other construction hazards
- 16.5 Site Traffic Control
- 16.6 Barricading off hazardous areas and open pits and holes

**Job Safety Analysis Worksheet Example and Information**  
Job Safety Analysis/Job Pre-Planning Worksheet

<b>Job Name and #:</b>		<b>Completed By:</b>
<b>Date:</b>	<b>Phase/Operation:</b>	
<b>Task</b>	<b>Hazard</b>	<b>Control</b>

# **Contractor Rules and Regulations**

# **CONTRACTOR RULES AND REGULATIONS**

**Fulton County Government Center Atlanta, GA 30303**

## **CONTRACTOR RULES AND REGULATIONS**

The purpose of these Contractor Rules and Regulations is to provide additional resources when working at the Fulton County Government Center in downtown Atlanta, GA.

### **TABLE OF CONTENTS**

1. AIR BALANCE REPORTS
2. BLINDS AND DRAPERIES
3. BUILDING EQUIPMENT
4. BUILDING TIE-INS
5. CARPET
6. CONCRETE CUTTING and CORE DRILLING REQUIREMENTS
7. CONCRETE DEMOLITION, POURING & SCHEDULING
8. CONDENSATION DRAIN LINES
9. CONSTRUCTION INSPECTIONS
10. DATA SHEETS
11. DELIVERIES & ACCESS TO JOB SITE
12. LOADING DOCK RULES AND REGULATIONS
13. INSURANCE
14. DUCT WORK
15. DUMPSTERS
16. DUSTY WORK
17. EMERGENCY PROCEDURES
18. EXISTING BUILDING EQUIPMENT AND FIXTURES
19. FIRE STOPPING MATERIALS
20. FLAMMABLES
21. FOOD & DRINK
22. HOURS
23. HOUSEKEEPING
24. ISOLATION VALVES
25. KEYS AND ACCESS PASSES
26. LIFE SAFETY SYSTEMS
27. NEW-HEATING, VENTILATION AND AIR CONDITIONING
28. NOISE/ODORS
29. NOISY WORK
30. NON-CONSTRUCTION AREAS & NORMAL LIMITS OF OPERATIONS
31. OTHER CONTRACTORS
32. OUTAGES
33. OWNER'S REPRESENTATIVES AND MANAGEMENT
34. PARKING
35. PERSONNEL ID AND DAILY SIGN IN/SIGN OUT
36. PERMITS
37. PHONES
38. PIPING
39. POSTING OF RULES & REGULATIONS
40. PROBLEMS, DISRUPTIONS, ALTERATIONS
41. SAFETY, GENERAL GUIDELINES

42. SECURITY
43. SERVICING OF MECHANICAL EQUIPMENT
44. SIGNAGE
45. SMOKING
46. STAIRWELLS
47. SUPERVISOR/GENERAL CONTRACTOR
48. TELEPHONE/ELECTRIC CLOSETS
49. TURNOVER
50. UNUSED MATERIALS
51. UTILITY CONSUMPTION
52. UTILITY LINES
53. VALVES
54. WALK-OFF MATS
55. WATER AND ELECTRICITY
56. WELDING AND SOLDERING
57. WINDOWS
58. WORK SCHEDULES
59. WORKER CONDUCT
60. AMENDMENT

## **Fulton County Government Center Atlanta, GA 30303**

### **CONTRACTOR RULES AND REGULATIONS**

This document covers in detail how the Contractor is to handle most situations encountered during construction.

#### **1. AIR BALANCE REPORTS**

If the Property Manager or Chief Engineer deems necessary, where partitions are installed, moved, removed or altered, which can affect airflow, air supply requirements shall be supplied and an air balance check performed at completion of work to ensure proper airflow.

Prior to the commencement of any air balancing work, the mechanical contractor shall request HVAC design specifications for the building. The Contractor must also provide a detailed summary of the proposed work along with a full set of mechanical plans for review prior to the start of the construction.

Contractor, at the completion of the installation work, shall balance and adjust all air moving equipment and air distribution equipment to within ten (10) percent of the design CFM's and submit a full balancing report. Air balance reports will be submitted prior to final acceptance and release. The air balance contractor shall be certified by the National Environmental Balancing Bureau.

#### **2. BLINDS AND DRAPERIES**

During construction, the Contractor shall protect the existing window treatment, i.e., shades/blinds/draperies, so as not to damage them, their appearance or proper operation. All blinds must be clean, in proper working order and properly re-installed at the conclusion of the tenant improvements.

#### **3. BUILDING EQUIPMENT**

The loan to Contractor of building equipment is discouraged by property management.

#### **4. BUILDING TIE-INS**

Any connections or "tie-ins" that are made to the building systems (plumbing, mechanical, electrical, fire alarm, sprinkler, etc.) must be coordinated with the Property Manager and Chief Engineer in advance.

The Contractor must provide advance written notice to Property Management and Chief Engineer 48 hours or two business days, whichever is greater, in advance for all "tie-in" work.

Building Tie-ins request can be sent via email to [dexter.dyer@fultoncountyga.gov](mailto:dexter.dyer@fultoncountyga.gov) or [Vijay.Nair@fultoncountyga.gov](mailto:Vijay.Nair@fultoncountyga.gov).

Authorization for building “tie-ins” that have the potential to impact building operations may have a longer lead time and will be discussed at the pre-construction meeting. Property Management will determine the best time of the day for all building tie-ins that have the potential to impact other building operations.

## **5. CARPET**

Prior to demolition, if carpet is to remain in suite, it is to be protected by a heavy plastic cover and cleaned daily at the end of each work; otherwise it should be removed, stored and re-laid. Additionally, public area corridor carpet is to be protected by plastic runners or a series of walk-off mats from elevator to suite under reconstruction (including carpet in the elevators) and must be cleaned daily as well.

All construction areas that impede or are accessed through public areas will be cleaned daily to meet the standards of a Class “A” office building. If cleanup beyond vacuuming is required daily, the Property Manager will meet with the Contractor to address the matter. The cost of this additional cleaning will be an expense to the Contractor.

## **6. CONCRETE CUTTING and CORE DRILLING REQUIREMENTS**

Prior to any concrete cutting/drilling, a plan must be submitted to the Property Manager, Project Manager and/or Chief Engineer for review showing the proposed extent of slab removal. The plan may also include the following information when requested.

1. Dimensions showing the length and the width of the slab removal.
2. The slab removal shall not begin until the proposed slab removal plan is approved by the building’s structural engineer when designated by the Property or Project Manager.
3. There shall not be any overcutting of the concrete slab during slab removal.
4. All corners or intersecting saw cuts shall be core drilled.
5. The contractor is responsible for repair work associated with all overcutting.
6. The extent of the repair will be as required and approved by the Property or Project Manager.
7. The Contractor shall, prior to any cutting, x-ray the existing concrete to familiarize himself with existing conditions. All films are to be available for the structural engineer to review and all floor penetration locations are to be marked for review by the structural engineer prior to removal when required by the Property or Project Manager.
8. The Property Manager must be notified at least seventy-two (72) hours prior to commencement of work.

The Property and/or Project Manager will discuss these requirements as well as provide copies of the required work permits at the pre-construction meeting. Property Management will determine

the best time of the day for all concrete cutting work that will have the potential to impact building operations.

## **7. CONCRETE DEMOLITION/POURING & SCHEDULING**

All structural work must be approved by the building's designated structural engineer, prior to starting structural work when required by the Property or Project Manager.

Jack hammering and/or hammer drilling must be approved Property Management prior to scheduling work. The Contractor must provide advance notice to Property Management 48 hours or two business days, whichever is greater, in advance for all concrete demolition/pouring work. Notice must be in written form and must be 48 hours or two business days whichever is greater in advance for all concrete work.

Contractor shall be responsible to repair any existing construction that may be damaged as the result of demolition and will be financially responsible for any additional operating expense incurred who may be affected by the damage.

Authorization for concrete demolition/pouring that has the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting. Property Management will discuss these requirements as well as provide copies of the required work permits at the pre-construction meeting between the Contractor and Property Management. All approved designated times for this work will be determined by Property Management.

Final structural engineer approval is required prior to scheduling concrete pouring when required by the Property Manager. All concrete specifications are to meet existing base building design conditions.

## **8. CONDENSATION DRAIN LINES**

Condensation drain lines from A/C units must be labeled and piped to a wet stack and not to a sink.

## **9. CONSTRUCTION INSPECTIONS**

Contractor is to perform a thorough inspection of all common areas prior to construction to document any existing building deficiencies. Upon completion of work, contractor shall return these areas to match the original condition in which they were originally viewed. Any damages caused by the Contractor shall be corrected at the cost of the Contractor.

## **10. DATA SHEETS**

The Contractor must submit to Property Management and Chief Engineer a manufacturer's data sheet for any major electrical or mechanical equipment to be installed and tied into base building systems.

Copies of all Operations & Maintenance documents are to be submitted with the as-built plans to the Project Manager along with any associated Material Safety Data Sheets.

## **11. DELIVERIES & ACCESS TO JOB SITE**

Contractor's personnel must not access any floors other than the ones where they are assigned to work. Any large deliveries, removal of materials, activities affecting the operations of the building, or access to electrical or telephone closets must be coordinated through the Property and/or Project Manager with minimum two-day advance notice.

Carrying tools and equipment on the passenger elevators and in lobbies will require special permission by the Property Manager. The Contractor will be provided access to the freight elevator to be used for deliveries. Extended use of freight elevators must be coordinated with the Property Manager.

Contractors must use the freight elevator for all deliveries and movement through the building. Construction workers are not allowed to enter or exit the building through the lobby except when required by or permitted by the Sheriff Department. The loading dock area entry must be used at all times. Since the ability to move material is dependent on the final destination floor of the material and the height dimension of the service doors and freight elevator, Property Management and Project Manager request that all contractors conduct a pre-delivery route inspection at the time of the pre-construction meeting.

All deliveries will be made through the loading dock unless otherwise approved by the Property Manager. All deliveries will either be made by a scheduled appointment through the Property Manager or Project Manager 48 hours or two business days, whichever is greater, in advance of the anticipated delivery date.

It is the Contractor's responsibility to verify what size vehicles can be accommodated in the loading dock. Any damage to the loading dock caused by negligence or the lack of proper due diligence by the tenant's Contractor will be the responsibility of the Contractor to repair. Parking in the loading dock is not allowed. Blocking the building's dumpster is prohibited.

Vehicles are prohibited from idling in the loading dock. The engines of all vehicles entering the loading dock must be turned off immediately following entrance (except when lift gates are in operation) and contractors must exit the dock immediately after turning on an engine.

## **12. LOADING DOCK RULES AND REGULATIONS**

The loading dock area, which is accessed from Mitchell Street, serves the office portions of the building. Strict adherence to these Contractor Rules and Regulations is required to ensure the most efficient management and cooperative use of the loading dock.

The loading dock operation will commence at 6:00 a.m. and will close down each evening at 5:00 p.m., Monday thru Friday, excluding observed holidays. The dock access is controlled by the Security Guard on duty.

No delivery through the Loading Dock will exceed the maximum allotted time of 30 minutes unless scheduled ahead of time. All large scale deliveries (i.e., furniture moves, electronics deliveries, large inventory deliveries) and all after-hours deliveries must be scheduled with the Property Management office. The advance notice requirement for construction material is at least 48 hours or 2 business days, whichever is greater, in advance for deliveries. Special deliveries of this nature that have not been pre-scheduled will be turned away.

Upon arrival to the dock, before any delivery commences, all delivery personnel must sign in with the Security Guard and produce valid identification. Additional information required will be name, company they are representing, time in, anticipated delivery time, and tenant in whose name delivery is being made.

Under no circumstances will the loading dock be used for storage of items to be picked up or for temporary storage. Contractor shall become familiar with the Building, with special attention to the size and capacity of the freight elevator and any other building system, building access, utilities, or any other element of the facility, which may present a limitation to the construction process proposed by Contractor.

### **13. INSURANCE**

Refer to the Contract Documents for additional information on Insurance requirements.

### **14. DUCT WORK**

The base building HVAC system shall contain a ducted supply and return air system to maintain occupant comfort. All HVAC work must conform to building design criteria and be approved by the Chief Engineer.

### **15. DUMPSTERS**

The Contractor is responsible for the removal and hauling of trash and construction debris. Trash dumpsters may be placed after 7:00 a.m. on Saturday and must be removed by 6:00 a.m. Monday morning, and weeknights after 6:00 p.m. and must be removed before 6:00 a.m. The location of the dumpster is to be determined by Property Management and Contractor must obtain Property Manager's approval before placing dumpster. The building compactor cannot be used for any construction trash. No trash shall be left anywhere in the building (including elevators and freight vestibules) at any time. Any damage caused by the placement, use, servicing or removal of dumpsters will be the responsibility of the Contractor and repairs to Property Management's satisfaction.

## **16. DUSTY WORK**

Activities that create excessive dust (i.e., sheet rock cutting, sanding, etc.), or smoke (i.e., burning or welding), or noise (drilling, saw-cutting) must be coordinated with Property Management with 48 hours prior written notice and must be performed between the hours of 8:00 pm and 6:00 am. Notice must be in written form by way of the Work Permit and must be sent 48 hours or two business days, whichever is greater, in advance for all dusty work. All areas that are impacted by the dusty work including but not limited to telecom rooms, electrical room, mechanical rooms, stairwells, etc. will be the responsibility of the Contractor to clean on a regular basis.

Authorization for dusty work that may have the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting.

In areas where there will be dust generated, it is the Contractor's responsibility to bag the smoke detectors in the area prior to commencing work and remove the bags at the end of the day.

Prior to starting work on any floor, Contractor shall replace existing HVAC filters with a set of pre-approved filters (specification to be supplied by Chief Engineer) that prevent dust from entering the HVAC ducting and replace with new filters at the conclusion of the project.

**See also: Welding and Soldering**

## **17. EMERGENCY PROCEDURES**

All Contractor personnel are to be familiar with emergency procedures and are required to follow instructions of the Floor Fire Warden, including fire drills.

## **18. EXISTING BUILDING EQUIPMENT AND FIXTURES**

The Contractor will be responsible for repairing any existing building equipment and fixtures damaged as a result of alteration work. This includes ceiling tiles, barrier paper system, light fixtures, carpet, elevators, walls, floors, doors, induction units, grilles, registers and any other fixtures not specifically mentioned. If alteration work requires the relocation of space temperature sensors, thermostats or other building equipment, such relocation will be solely at the Contractor's expense.

It is the Contractor's responsibility to provide Masonite to protect common area floor when bringing in materials and to remove it at the end of each workday.

It is the Contractor's responsibility to protect all core areas on the floors being worked: covering existing doors and walls, not accessing restrooms, and protecting other completed finishes and equipment. The disassembly of door props and door closures are not authorized.

## **19. FIRE STOPPING MATERIALS**

OSHA-approved fire stopping materials are required for any wall, floor, or ceiling penetrations. Any breach of existing materials is required to be resealed by same products. Any penetration through Fire Rated partitions/floors must be pre-approved by the Property Manager and caulked using approved Fire Caulking

## **20. FLAMMABLES**

Contractor must file MSDS sheets for all chemicals used during construction with the Property Manager, prior to performing the work. In addition, flammable liquids should be stored in and dispensed from approved safety cans, flammable rags must be stored in airtight containers, and flammable liquid dispensers of the plunger type should be used for wiping cloths.

## **21. FOOD & DRINK**

All food and drinks are to be consumed only in designated contractor eating areas. No food or drinks are to be carried on passenger elevators, over carpet, or in employee break rooms, or finished office space.

## **22. HOURS**

### ***Building***

Property Management must be notified, in advance per the time frames included in the pertinent sections of this document, of any work that may disrupt normal business operations, (i.e., drilling or cutting of the concrete floor slab, use of nail guns, electric saws). Property Management reserves the right to determine what construction work is considered inappropriate for normal business hours and to issue a stop-work order upon receipt of complaint/concern by other occupants in the building.

### ***Engineering***

The Engineering staff's hours are from 7:30 a.m. until 5:00 p.m., Monday through Friday. All after-hours work must be coordinated through the Property Manager and/or Chief Engineer.

## **23. HOUSEKEEPING**

All trash must be removed from the windowsills, including but not limited to lunch, trade tools, and equipment. All lunch trash must be disposed of by the Contractor at the end of each work day. The Contractor must remove all trash by way of the freight elevator. All trash removal times will be coordinated with Property Management at the pre-construction meeting.

All clean up and trash removal from the building premises is the sole responsibility of the Contractor. The building dumpster will not be used for construction debris.

The Contractor shall be responsible for cleaning the interior of the windows and sills prior to substantial completion. All common areas used by the Contractor are to be cleaned and vacuumed at the end of each workday. Contractor shall keep its work area, including the loading area, in an orderly condition.

The premises must be secured and the doors to the work area, mechanical and electrical rooms, and stairwells must be closed and the lights turned off at the end of each day. Upon construction completion, the Contractor shall remove all debris and surplus material and thoroughly clean the area.

#### **24. ISOLATION VALVES**

Equipment isolation valves shall be installed on all A/C units to facilitate maintenance and to allow the unit to be removed without interfering with the building operation as approved by the Chief Engineer. Contractor must include adequate provision for maintenance access at any isolation valves they may install.

#### **25. KEYS AND ACCESS PASSES**

When necessary to perform the Work, Contractor may be issued a key/access pass to existing mechanical/electrical equipment spaces (and other spaces as required) by the Property Management or designed representative. These keys/passes shall be returned at the end of each work period for which they are issued, and reissued on succeeding days, if necessary.

The fee for lost keys is \$25.00 and for a lost access card is \$100.00. Said fee is due and payable within five days of billing.

#### **26. LIFE SAFETY SYSTEMS**

Contractor, under no circumstances, will be allowed to disconnect, tamper with, delete, obstruct, relocate or add-on any life safety, fire detection, notification suppression unit or devices, except as indicated on the drawings approved by the Fire Department Authority having jurisdiction.

Any work involving the building's sprinkler or life safety systems must be arranged in advance through the Property Manager, Project Manager and/or Chief Engineer. The system must be back in operation at the end of the workday. Under no circumstances shall the sprinkler or fire alarm system be left inoperative overnight without a fire watch approved by AHJ.

All work that may, in any way, affect the main building fire alarm system and/or building operations must be noted on the Work Permit and communicated through the Property Manager. Management reserves the right to require additional security measures in the event of repeated false alarms.

Contractor must assist the Property Manager and/or Fulton County Safety Officer in preparing "System Impairment Notification" to Fulton County's Insurance Carrier prior to disabling any

Fire Alarm or Fire Suppression component in the building. Such notifications must be promptly removed when impairment situation is resolved.

Permits for "Hot Work" are to be obtained from Property Management. All "Hot Work" (cutting, welding, and soldering) is to be performed only after a Work Permit has been obtained for the particular area or job and the following is provided: (i) fire extinguishers, (ii) non-combustible covering, (iii) screening of arc welding operations, (iv) smoke detection system disconnected, and (v) posting of Permit in conspicuous location.

All fire protections systems, including sprinklers, must be fully operational at night unless previously arranged by Work Permit with Property Management.

One half hour before systems are reactivated, Contractor shall notify the Security Supervisor and Property Management.

Fire Alarm Voice Annunciation Speakers will not be removed, disconnected or relocated without permission of Property Management. Requests to do any work interfering with this system must be expressed to Property Management in writing by Contractor with 48 hours or two business days, whichever is greater. Contractor in turn must have written response from Property Management only, before any work is permitted.

Contractor shall arrange with Property Management for protection of all fire alarm devices. All sprinkler/fire system work including testing or inspection of the fire alarm system or the sprinkler system must be coordinated with Property Management upon 72 hours' written notice.

Contractor must not block fire exits or fire corridors or use these areas for storage.

## **27. NEW-HEATING, VENTILATION AND AIR CONDITIONING**

All new HVAC equipment installed must have a service disconnect located within sight of the unit when required by the Chief Engineer. Gauges and thermometers must be installed in both the supply and return airside and waterside of new equipment when required by the Chief Engineer. Copies of all required balancing reports must be submitted to Property Management and Chief Engineer.

## **28. NOISE/ODORS**

The floors above and below the area of contract work may be occupied. Contractor shall exercise reasonable restraint and control of work to minimize noise and spread of odors. Contractor shall execute the work in its Contract as quickly as practical to avoid unnecessary disturbances to occupants within the premises.

Contractor is only permitted to perform work that produces an odor (e.g., use of cleaners, stains, paints, adhesives) during normal business hours upon written notice to and prior approval by Property Manager so building air systems can be adjusted. Contractor must use chemicals (including paints, thinner, cleaning liquids) of low Volatile Organic Content (Low VOC) and must have readily available the MSDS related to the chemical used. Contractor will include

temporary ventilation and/or other safety measures as necessary to protect work crew, tenants, and the public.

### **29. NOISY WORK**

Property Management must be notified 48 hours in advance of any work that may disrupt normal business operations (e.g., drilling or cutting of the concrete floor slab, placing studs for party- wall drywall), as outlined in the project schedule.

Contractor shall identify in weekly progress meetings upcoming work which may be noisy. Property Management may be forced to stop excessive noisy work for the duration of the work day.

Any operation that cause noise such as drilling, saw cutting, hammering, etc will not be allowed during normal courthouse operating hours. Such operations will be allowed only on weekends or after 5PM on working days.

Should Property Management receive complaints from tenants in other building in the complex due to noisy operations, Contractor's on-site representative will meet with the Property Manager and work out an alternate schedule.

### **30. NON-CONSTRUCTION AREAS & NORMAL LIMITS OF OPERATIONS**

The Contractor is totally responsible to protect existing finishes, furniture, etc. for any work necessary in an occupied or unoccupied space. Damages in these spaces or in the common areas or elevators will be the sole responsibility of the Contractor. Repairs will be done to the reasonable satisfaction of Property Management. If those reasonable repairs are not made, Property Management will cause the repairs to be made and the cost of doing so will be charged to the Contractor.

Contractor's normal limit of operations shall be confined within the Limits of Work Area as designated on the approved drawings.

The Contractor will prohibit his unauthorized personnel and visitors from using other areas.

Property Management, its consultants, and other contractors performing work within these Limits of Work Areas shall be allowed regular access through security as necessary for construction to proceed at pre-scheduled time (except as may be restricted by Property Management as noted above).

When it becomes necessary for Contractor to work in areas other than the work area, at least 24 hours' written notice shall be given to Property Management.

It is the Contractor's responsibility to ensure that all work shall be done in accordance with O.S.H.A. regulations, all applicable city, state and federal building codes.

### **31. OTHER CONTRACTORS**

Contractor is hereby notified there may be other contractors working in the Building. Some of these contractors may be affiliated with labor unions and some will not. It is Contractor's responsibility to maintain a harmonious relationship between his employees, his subcontractors, and subcontractor's employees in the entire building.

Contractor will be notified in writing if his employees in any way impede the work of any contract within the building within 24 hours. If the situation is not corrected immediately, Contractor's employees will be removed from the premises.

### **32. OUTAGES**

Any outages affecting areas outside of the Limits of Work Areas shall be noted no later than the pre-construction meeting. Any requests by the Property Manager or Chief Engineer for additional information, communication or meetings will be honored by Contractor.

Utility (electric, water, gas or oil) and service outages shall be kept to a minimum and will be permitted only with a Work Permit issued. All requests for outages shall be made in writing 72 hours in advance of their need. There will need to be an exception for emergency situations.

Requests for outages will not be considered unless they include the identification of all areas that will be affected by the proposed outage.

### **33. OWNER'S REPRESENTATIVES AND MANAGEMENT**

Contractor shall abide by the directions of the Property Manager and/or the Chief Engineer in matters affecting the operation, safety and security of the premises, its employees, and its visitors.

Contractor shall abide by all directions in matters affecting HVAC systems, fire safety, and fire prevention measures.

All oral instructions given to Contractor's Superintendent by Property Manager and Chief Engineer shall be implemented by Contractor's Superintendent within a reasonable time.

All personnel employed by Contractor, including subcontractors and their employees, shall be instructed by Contractor to abide by all published regulations, and all directives of Property Management.

### **34. PARKING**

There is no parking allowed in the loading dock area or other designated parking areas by contractors unless authorized by Property Management. Any unauthorized vehicles blocking the loading dock or other designated parking areas

will be towed. Property Management will arrange parking guidelines at the pre-construction meeting.

### **35. PERSONNEL ID AND DAILY SIGN IN/SIGN OUT**

#### ***Contractor ID Badges***

All contractors shall wear I.D. badges or uniforms showing company name.

The identification badges shall be conspicuously fixed to outer garments above elbow level and issued by Property Management for the duration of the project, upon completion of work, the badge will be returned.

Any of Contractor's personnel or subcontractor's personnel who do not comply with this requirement at all times will be denied access to the Building or will be escorted off the premises, failure to comply with this requirement will be reported to the Contractor's on-site representative and Project Manager

Badges are to be returned to Contractor's Superintendent at the end of that person's need for a badge. Contractor shall notify Security Supervisor should anyone no longer be authorized to work on site and who has not returned their badge and shall keep a list of unauthorized badge numbers on hand at the check-in point for the job site.

#### ***Sign In and Out***

The Contractor will submit a log of personnel working in the Building by 10:00 a.m. each day to the Security Supervisor.

#### ***Personnel List***

Contractor will provide Security Supervisor and Property Management with a complete list of all Contractor and subcontractor personnel authorized to access the job site. The list shall contain full name, company, phone number, and floors authorized for access. The list must be kept updated, as only listed personnel will be allowed access to the job site. All changes must be made in writing to the Security Supervisor 8 hours prior to new personnel accessing the site.

### **36. PERMITS**

#### ***City Permits***

All permits pertaining to the job must be posted in a conspicuous place in the construction office. A copy of the permit must also be submitted to Property Management prior to any work being performed.

### **37. PHONES**

Contractor needs to provide their own construction phones. The building has no phones, pay or otherwise, available to the Contractor.

### **38. PIPING**

All piping in proper sizes, including sinks, kitchen units, water closets, water heater and condensation piping should be copper (use of plastic pipe in plenum ceilings is strictly prohibited).

### **39. POSTING OF RULES & REGULATIONS**

A copy of these Rules and Regulations acknowledged and accepted by the Contractor shall be posted on the job site for all parties to observe. Contractor is responsible for instructing all of his personnel, subcontractors and suppliers to comply with these regulations.

### **40. PROBLEMS, DISRUPTIONS, ALTERATIONS**

All problems, disruptions, and emergency alterations must be reported to the Property Manager/Chief Engineer at 410-547-3500.

### **41. SAFETY, GENERAL GUIDELINES**

Adequate measures should be taken to protect building employees, visitors and occupants from construction activities and hazards, such as: blocking off area, proper handling of materials, storage of same removal of building debris and general good housekeeping practices.

### **42. SECURITY**

Contractor personnel are required to be on-site for off-hour material deliveries.

Upon request by Building Security, contractors may be required to submit to an inspection of bags, boxes, and other items leaving the building.

### **43. SERVICING OF MECHANICAL EQUIPMENT**

No walls or ceilings shall be installed that inhibit the access to a variable air volume terminal unit. The unit shall be relocated or an additional unit installed on the opposite side of the wall. In addition, no walls shall be constructed across a ceiling light fixture, which would inhibit changing of lamps or servicing the light fixtures when necessary. At the conclusion of the project, it is the Contractor's responsibility to ensure that access to all building equipment is available. If access panels will be required to access building equipment, then it is the responsibility of the Contractor to install such access panels.

### **44. SIGNAGE**

Contractor or subcontractor signage may not be displayed in the building common areas or on any of the window glass.

#### **45. SMOKING**

This is a Non-Smoking building. Please be aware that the penalty for not abiding by this regulation is dismissal from the site. Please notify your subcontractors, suppliers, and any other persons expected to use the site of this Fulton County policy. (Refer FC Policy Number 300-4 attached)

Smoking will be allowed in the areas outside of the 25 feet radius requirement of the building entrances, outdoor air intakes and any building penetrations that may provide outside air to the building.

#### **46. STAIRWELLS**

Contractor shall coordinate all work in stairwells with Property Manager with special attention to fire issues. Safe egress must be maintained at all times for workers and tenants.

#### **47. SUPERVISOR/GENERAL CONTRACTOR**

The Contractor shall furnish a Construction Superintendent for 100% of the job.

All questions are to be directed to the Property Manager and/or Chief Engineer via the Contractor's Construction Superintendent.

The Contractor will be responsible for general protection of the Building in the areas he or his subcontractors use or travel through and for securing the construction area daily.

#### **48. TELEPHONE/ELECTRIC CLOSETS**

Common area telephone/electric closets are the property of the building. No telephone/electrical material will be allowed to be stored in these closets.

No device shall be attached to existing telephone/electrical equipment or installed within the telephone/electric closets without written permission from the Property Manager.

Electrical receptacles within the confines of the telephone/electric closet are strictly for telephone equipment and building operations use. Nothing shall be plugged into or unplugged from those receptacles by Contractor.

#### **49. TURNOVER**

At the completion of construction and in addition to other Contract requirements, the Contractor shall deliver to Property Management for internal distribution four (4) copies of the following:

- Photocopies of all warranties
- All operating manuals and final specifications
- EMS (Data link for zones) shall be complete

- Labeling (annunciator, panels, etc.) shall be complete
- Complete set of as-built plans including hard and soft copies. Soft copies should be in AutoCAD format and PDF format.
- Letter of Compliance relating to fire sprinkler heads.
- Copy of all approved submittals, including finish/color selection chart.
- Attic Stock Materials that are extra (flooring, paint, lights etc) and / or as required in the contract

#### **50. UNUSED MATERIALS**

Any and all existing materials removed and not reused in the construction, except as directed by the Property Manager, shall be disposed of by the Contractor as waste or unwanted materials.

Contractor shall keep areas outside its demised premises free at all times from waste material, rubbish and debris, and shall remove all material on a daily basis.

#### **51. UTILITY CONSUMPTION**

Omitted.

#### **52. UTILITY LINES**

Before any drilling, core boring or other structural work is performed; the Contractors will verify the locations of the building's utility lines so as not to damage them. Contractors are required to take all possible precautions to protect utility lines.

#### **53. VALVES**

Any domestic, high temperature, chill or condenser water connections made to the building's piping system must have good quality isolation, brass body gate-type valves and adequate system drain valves installed as approved by the Chief Engineer. All valves must be easily accessible and not concealed in a finished ceiling. All valves must be identified through appropriate signages.

#### **54. WALK-OFF MATS**

Temporary walk-off mats are to be provided by the Contractor on the public corridor side of entrance doors during construction.

#### **55. WATER AND ELECTRICITY**

Water will be furnished to the Contractor without cost, in reasonable quantities for use in construction (exclusive of drinking water).

Electricity shall be supplied to the Contractor through electrical service located and approved by the Chief Engineer. The Contractor shall make all connections, furnish any necessary extensions, and remove same upon completion of work.

## **56. WELDING AND SOLDERING**

The Property Manager and Chief Engineer must be contacted 48 hours prior to use of any welding torches, burning rigs or other heat producing items so that the fire alarm systems can be disabled.

The Contractor must provide advance notice 48 hours or two business days, whichever is greater, in written form by way of a Work Permit for all welding and soldering work. Authorization for welding or soldering work that may have the potential to impact other building operations may have a longer lead time and will be discussed at the pre-construction meeting.

Property Management will discuss these requirements and provide standard form Work Permits at the pre-construction meeting. All approved designated times for this work will be determined by Property Management.

Neither open-flame burning, nor welding, nor arc welding will be permitted without the Contractor having secured an appropriate Work Permit from Property Management. The Property Manager and/or Chief Engineer have the right to stop any work at any time if he or she determines that unsafe conditions may exist. Contractor shall correct all such unsafe conditions as directed and obtain the approval by Property Management of such corrections prior to commencing further work.

Contractor shall keep a portable hand fire extinguisher of the appropriate class within reach at ALL times during welding or burning. Contractor shall also keep all required exit corridors, and the like, clear and unobstructed at all times when working in such areas. All flammable materials shall be removed to a location not closer than 35 feet from all burning and welding operations. All workmen shall be instructed as to the location of the nearest fire alarm device. All fixed flammable items shall be completely covered with fireproof blankets. Arc welding shall be screened from vision of all passers-by.

Contractor shall be required to maintain a "Fire Watch" security effort during, and for a minimum of 30 minutes at, the completion of each welding operation.

## **57. WINDOWS**

During construction, contractor is to make every effort to protect window treatments, and not store tools or materials on the window ledges.

## **58. WORK SCHEDULES**

Property Management will be notified of all work schedules for all workmen on the job and will be advised, in writing, of the names of personnel who may be working in the building before or after standard building operating hours.

## **59. WORKER CONDUCT**

Contractors and subcontractors personnel shall be respectful of occupants, visitors, and building staff and shall not permit its employees to use foul language (FC Policy 100-30 against verbal harassment attached), smoke, exhibit rude behavior, commit vandalism, use alcohol, illegal drugs or exhibit improper appearance. It will be the responsibility of the Contractor to enforce this regulation on a day-to-day basis. Individuals violating this rule will be removed from the building and will not be allowed to return.

Lounging in the elevator or main lobbies or building areas is forbidden.

### **Contractor Personnel**

- Must obey all safety procedures and participate in all drills or other life safety exercises.
- Must wear shirts and shoes at all times.
- Clothing must not display obscene language or graphics.
- Must not access any floor other than the one where they are assigned to work.
- Must not use abusive and offensive language.
- Must not discharge bodily fluids (e.g., spitting or urinating) except in proper facilities
- Shall use only the restrooms designated for Contractor use.
- Must not litter or abuse the designated restrooms.
- Must only eat or drink in assigned areas.

Playing of radios or musical instruments is not permitted in the Building. Use of earphones for playing of radios or other musical listening devices is also prohibited for safety reasons.

Work on occupied floors shall be conducted in such a manner as to cause as little disruption to occupants and building operations as possible.

## **60. AMENDMENT**

Property Management has the sole right to amend these Contractor Rules and Regulations as the situation warrants at any time. Any questions regarding these rules and regulations must be brought to the Property Manager's attention immediately.

# Exhibit C: Addenda



Date: September 23, 2025

Project Number: 25ITB082825K-JA

Project Title: US Customs and Border Facility, FULCO Executive Airport

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

**ADDENDUM NO. 1**

- Corrects and changes the bid due date to **Friday, October 17, 2025**. All bids must be submitted electronically via BidNet Direct, no later than 11:00 A.M. ET
- Corrects and changes the RFI deadline to **Friday, October 3, 2025**. All questions must be submitted electronically via BidNet Direct, no later than 12:00 P.M. ET.
- Corrects the Zoom Meeting Link for the Bid Opening to:  
Bid Opening for 25ITB082825K-JA US Customs and Border Facility, FULCO Executive Airport

Time: Oct 17, 2025 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/91765849257>

Meeting ID: 917 6584 9257

---

One tap mobile

+12678310333,,91765849257# US (Philadelphia)

+13017158592,,91765849257# US (Washington DC)

Join instructions

[https://zoom.us/join/91765849257/invitations?signature=evLvaluq3xw4JkKxA3pr3L\\_PcjQgSc52af1uocsySZ8](https://zoom.us/join/91765849257/invitations?signature=evLvaluq3xw4JkKxA3pr3L_PcjQgSc52af1uocsySZ8)

- Changes the Owner Controlled Contingency Amount on the Bid Form from 5% to 10% of construction costs. Please see Bid Form revised as of 9-23-25.

- Corrects and changes the date and time of the site visit to **Wednesday, October 1, 2025**, at 10:00 A.M. The site visit remains mandatory, and details will be announced at the Pre-Bid Conference on September 24, 2025. Please do not park at the FedEx facility.

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in the solicitation documents.

This is to acknowledge receipt of Addendum No. 1, 21 day of October, 2025.

Ward Humphrey, Inc.  
Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

President  
Title

US Customs and Border Protection



Date: October 15, 2025

Project Number: 25ITB082825K-JA

Project Title: US Customs and Border Facility, FULCO Executive Airport

This Addendum forms a part of the contract documents and **modifies** the original ITB documents as noted below:

**ADDENDUM NO. 2**

- Posts answers to 3 questions received electronically via BidNet during the RFI period.
- Changes the bid due date to **Tuesday, October 21, 2025**. All bids must be submitted electronically via BidNet Direct, no later than 11:00 A.M. ET

The undersigned Bidder/Proposer acknowledges receipt of this Addendum by uploading this form with the Bid/Proposal submittal package as outlined in the solicitation documents.

This is to acknowledge receipt of **Addendum No. 2**, 21 day of October, 2025.

Ward Humphrey, Inc  
Legal Name of Bidder/Proposer

  
Signature of Authorized Representative

President  
Title

# Exhibit D: Bid Form

revised as of 9-23-25

**BID FORM**

Submitted To: Fulton County Government

Submitted By: Ward Humphrey, Inc.

For: **25ITB082825K-JA, New Construction US Customs & Border Facility FULCO Executive Airport**

Submitted on October 21, 2025

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

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the work and contractual documents relative thereto, and has read all instructions to Bidders and General Conditions furnished prior to the openings of bids; that he has satisfied himself relative to the work to be performed.

The Bidder proposes and agrees, if this Bid is accepted, to contract with the Board of Commissioners of Fulton County, Atlanta, Georgia, in the form of contract specified, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary, and to complete the construction of the work in full and complete accordance with the shown, noted, and reasonably intended requirements of the Specifications and Contract Documents to the full and entire satisfaction of the Board of Commissioners of Fulton County, Atlanta, Georgia, with a definite understanding that no money will be allowed for extra work except as set forth in the attached General Conditions and Contract Documents for the following prices.

THE BASE BID IS THE AMOUNT UPON WHICH THE BIDDER WILL BE FORMALLY EVALUATED AND WHICH WILL BE USED TO DETERMINE THE LOWEST RESPONSIBLE BIDDER.

The base bid may not be withdrawn or modified for a period of sixty (60) days following the receipt of bids.

**BASE BID AMOUNT \***

\$ 5,117,347.18

**(Dollar Amount in Numbers)**

five million one hundred seventeen thousand three hundred forty-seven and eighteen cents

**(Dollar Amount in Words)**

The Bidder agrees hereby to commence work under this Contract, with adequate personnel and equipment, on a date to be specified in a written "Notice to Proceed" from the County.

The Bidder declares that he understands that the quantities shown for the unit prices items are subject to either increase or decrease, and that should the quantities of any of the items of work be increased, the Bidder proposes to do the additional work at the unit prices stated herein; and should the quantities be decreased, the Bidder also understands that payment will be made on the basis of actual quantities at the unit price bid and will make no claim for anticipated profits for any decrease in quantities; and that actual quantities will be determined upon completion of work, at which time adjustments will be made to the contract amount by direct increase or decrease.

**BASE BID AMOUNT \***

Please ensure that Davis-Bacon wage determinations are a part of your bid analysis and submission.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT COST	TOTAL PRICE
1.	5,117,347.18	1		5,117,347.18	
2.					
3.					
4.					
5.	<b><i>Owner Controlled Contingency Amount of 10% must be included</i></b>	included in number above			
	<b><i>TOTAL BASE BID AMOUNT (lines 1-5)</i></b>			5,117,347.18	

**\*Bidder must provide a schedule of values as part of this bid and said schedule must reconcile and equal the numbers as provided above.**

The Bidder furthermore agrees that, in the case of a failure on his part to execute the Contract Agreement and Bonds within ten days after receipt of conformed contract documents for execution, the Bid Bond accompanying his bid and the monies payable thereon shall be paid into the funds of the Owner as liquidated damages for such failure.

Enclosed is a Bid Bond in the approved form, in the sum of:

two hundred fifty-five thousand eight hundred sixty-seven Dollars

(\$ 255,867 ) according to the conditions of "Instructions to Bidders" and provisions thereof.

The undersigned acknowledges receipt of the following addenda (list by the number and date appearing on each addendum) and thereby affirms that its Bid considers and incorporates any modifications to the originally issued Bidding Documents included therein.

ADDENDUM # 1 DATED 9/23/2025  
ADDENDUM # 2 DATED 10/15/2025  
ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_  
ADDENDUM # \_\_\_\_\_ DATED \_\_\_\_\_

**BIDDER:** Ward Humphrey, Inc.

Signed by:   
[Type or Print Name]

Title: President

Business Address: 531 Roselane Street Suite 710  
Marietta, GA 30060

Business Phone: 770-240-1889

Note: If the Bidder is a corporation, the Bid shall be signed by an officer of the corporation; if a partnership, it shall be signed by a partner. If signed by others, authority for signature shall be attached.

The full name and addresses of persons or parties interested in the foregoing Bid, as principals, are as follows:

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____



Ward Humphrey  
531 Roselane Street  
Suite 710  
Marietta, GA, 30060

**Construction Estimate**  
Fulton Border Facility

ESTIMATE NUMBER	REVISION	DATE
WH2025-037	#1	10/21/2025

SITE INFORMATION

OWNER	PHONE NUMBER	EMAIL

Division	Description	Amount (US\$)
1	General Requirements	Includes GC's \$ 281,086.74
2	Site Works	\$ 565,740.43
3	Concrete	\$ 1,116,738.19
4	Masonry	\$ 126,972.87
5	Metals	\$ 140,512.30
6	Woods & Plastics	\$ 23,467.00
7	Thermal and Moisture	\$ 388,546.00
8	Doors & Windows	\$ 420,437.00
9	Finishes	\$ 195,734.19
10	Specialties	\$ 46,729.36
11	Equipment	
12	Furnishings	
13	Special Construction	
14	Conveying Systems	
15	Mechanical/Plumbing	\$ 635,396.65
16	Electrical	\$ 393,202.00

**SUB TOTAL \$ 4,334,562.73**

Owner contingency at 10% \$ 463,000.00

Bond \$ 38,330.36

Insurance \$ 25,586.74

OH&P \$ 255,867.36

**TOTAL \$ 5,117,347.18**

TOTAL PRICE PER SF BASED ON SF

Ward Humphrey, Inc.  
PREPARED BY

*C. Stanton Ward*  
SIGNATURE

10/21/2025  
DATE

Exhibit E:  
Bonds  
(Bid, Payment & Performance)



Enclosed is a Bid Bond in the approved form, in the amount of Five Percent of Amount Bid  
\_\_\_\_\_ Dollars

<sup>5% of</sup>  
(\$ Amount Bid ) being in the amount of five percent (5%) of the Contract Sum. The money payable on this bond shall be paid to the COUNTY, for the failure of the Bidder to execute a Contract within ten (10) days after receipt of the Contract and at the same time furnish a Payment Bond and Performance Bond.

(SIGNATURES ON NEXT PAGE)

IN TESTIMONY THEREOF, the PRINCIPAL and SURETY have caused these presents to be duly signed and sealed this 13th day of October, 2025

ATTEST:

Ward Humphrey, Inc.  
PRINCIPAL

*C. Stanton Ward*

BY *C. Stanton Ward*



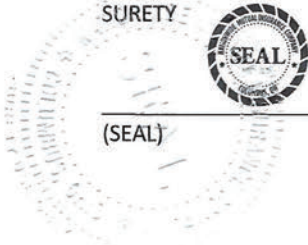
CERTIFICATE AS TO CORPORATE PRINCIPAL

I, *Margaret Williams*, certify that I am the Secretary of the Corporation named as principal in the within bond; that *C. Stanton Ward*, who signed the said bond of said corporation; that I know this signature, and his/her signature thereto is genuine; and that said bond was duly signed, sealed and attested for in behalf of said Corporation by authority of its governing body.

*Margaret Williams*  
SECRETARY  
(CORPORATE SEAL)



Nationwide Mutual Insurance Company  
SURETY



(SEAL)

BY *Linda Adams Roberts*  
Linda Adams Roberts, Attorney-In-Fact

END OF SECTION

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

ANNETTE WISONG; EDWARD P MOONEY; HALEY D RHOADS; JOSEPH R WILLIAMS; LINDA ADAMS ROBERTS; REBECCA E HOWARD; SARAH HACOOCK; TIFFANY SOTO;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 1st day of April, 2024.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF KINGS: ss

On this 1st day of April, 2024, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Sharon Laburda
Notary Public, State of New York
No. 01LA6427697
Qualified in Kings County
Commission Expires January 3, 2026

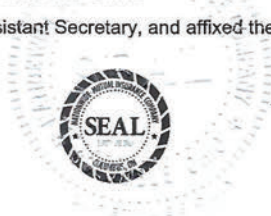
[Handwritten signature of Sharon Laburda]

Notary Public
My Commission Expires
January 3, 2026

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 13th day of October, 2025.



[Handwritten signature of Lezlie F. Chimienti]

Assistant Secretary



Exhibit F:  
Scope of Work  
and  
Technical Specifications

## SECTION 4

### SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

4.00 The new building construction for the US Customs Facility at Fulton County Airport (FTY) is a part of a larger overall expansion and upgrading of the Fulton County Airport. This approximately 5,000 sq. ft. facility has been designed in close consultation with US CBP officials and in compliance with the US CBP General Aviation Facility (GAF) 2018 Design Manual. It will contain all the usual pre-processing, processing, and post processing spaces as well as office space for CBP personnel, agricultural laboratory and holding facilities per direction of CBP personnel. The facility is designed to process as many as 4 aircraft's simultaneously and can accommodate as many as 20 occupants including staff.

4.10 The detailed scope of work from site development to new building construction includes grading and drainage improvements, erosion control, fencing, installation of utilities, namely; water- domestic and fire, sanitary sewer, gas, electric and telecommunication systems. Including associated asphalt and concrete paving. Construction of the approximately 5000 square feet US Custom Building in accordance with the issued construction plans prepared by Michael Baker International and dated 12/13/24.

4.20 Existing site information to be verified, includes:

Domestic Water - The site is served by a domestic water line.

Sanitary Sewer - Is readily available. The general contractor should field verify the location of this new line for best connection point.

Storm water - The site has an existing drainage system that should be field verified for proper storm management.

Natural gas- The site is served by a natural gas line.

These information are incorporated in Existing Conditions drawing Sheet EX-1

4.30 Refer to the following exhibits for project details:

Exhibit 1.- Architectural bid set construction drawings

Exhibit 2.- Electrical bid set construction drawings

Exhibit 3.- Mechanical bid set construction drawings

Exhibit 4.- Plumbing bid set construction drawings,

Exhibit 5.- Structural bid set drawings

Exhibit 6.- Civil bid set drawings

Exhibit 7.- Technology bid set drawings.

Exhibit 8.- Specifications

4.40 SERVICES:

4.41 Construction Services: The General Contractor (GC) is responsible for procuring all relevant permits required to execute the work and will be reimbursed for same by the County. The GC is responsible for the management and execution of all construction phase activities, including but not limited to the following;

- a) Provide all activities and deliverable associated with the build out of the project per the construction documents.
- b) Provide project management coordination of activities of various sub-contractors engaged on the project with Fulton County staff and Department.
- c) Prepare a mobilization plan for land development and new US Customs building build out.
- d) Prepare a project schedule and monthly updates to reflect progress of construction work. When there is a delay, to provide a recovery schedule and recommendations to catch up.

- e) Prepare a list of long lead items that will require the County's review and approval early in the project to avoid delays.
- f) The County requires a project schedule that achieves substantial completion with issuance of a Temporary or Final Certificate of Occupancy (CO) in 270 calendar days or as established or agreed between the County and the winning GC.
- g) The GC will host meetings with Fulton County staff, record and distribute minutes. It is the desire of Fulton County to initially at the onset of the project to have weekly site meetings and later on in the project transition to bi-weekly site meetings.
- h) The GC will coordinate with the Fulton County Project Manager to ensure that all required Fulton County staff and others are invited to attend the meetings.
- i) The GC should be familiar with all FAA governing rules for carrying out construction work in a busy airport vicinity.
- j) The GC should ensure compliance with the project Construction Safety and Phasing Plan (CSPP) and Project Safety and Phasing Plan (PSPP) as detailed in the plans.
- k) The GC will coordinate the activities of their staff and the sub-contractors to ensure that all work requiring the crossing of the runway, shutdown and restoration of services to the airport occupied spaces shall take place with 72 hours of prior advance written approval from the Airport Traffic Controllers. All work that delivers, to any occupied space, noise levels of at least 50 dB(C) for a sustained time period (more than a minute) or noise levels of at least 60 dB(C) for less than one minute shall be performed during weekends.
- l) The GC is responsible for all aspect of quality control and assurance of the project. You will notify the County Project Manager before commencing any aspect of the work that will be noisy or unsafe for other users of the Fulton County Airport.
- m) The GC will coordinate/ schedule material testing and special inspections as required by the project manual and specifications and provide reports for County records.
- n) The GC will obtain and pay for all required inspections and permits (if necessary). Pay for all goods and services and provide releases to Fulton County Project Manager's as required during execution of the work. Also, will provide all information to assist Fulton County Project Manager with completion of reports.

4.42 Post Construction Services: The GC will provide all activities and deliverables associated with the project close-out as follows;

1. All items on the punch list must be completed and final completion must be achieved within thirty (30) days of Substantial Completion or as provided for on the approved project schedule. Also, within one (1) month of substantial completion, the GC shall provide the information electronically and three (3) hard copies of the final report. This report is to include:

- Copies of all meeting minutes
- Copies of all permits
- Correspondence with regulatory agencies, if any
- Warranties and guarantees.
- Electronic copies of Operation and maintenance Manuals contained on (2) each external flash drives.
- Certificate Of Occupancy (CO)
- Complete set of As-Built drawings
- Conduct Warranty Review/ Facility Inspection one month prior to the end of the general warranty period with Fulton County and facility staff to identify and resolve outstanding warranty issues prior to the end of the warranty period.

- All documents shall be provided in an electronic format whether through an electronic medium as readable and defined here in a method that is acceptable to the county for all related project documentation.

***END OF SECTION***

# Exhibit G: Exhibits

*Please also refer to the Project Manual+US Customs Building Spec Rev1, issued with the solicitation documents.*

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 1  
Arc-Flash Hazard Analysis

**SECTION 00 0000  
TABLE OF CONTENTS**

**DIVISION 26 - ELECTRICAL**

26 0573.13 ...SHORT-CIRCUIT STUDIES  
26 0573.19 ...ARC-FLASH HAZARD ANALYSIS  
26 4113.....LIGHTNING PROTECTION FOR STRUCTURES

END OF TABLE OF CONTENTS

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.13 - 1  
Short-Circuit Studies

## **SECTION 26 0573.13 SHORT-CIRCUIT STUDIES**

### **PART 1 - GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### **1.02 SUMMARY**

- A. Section includes a computer-based, fault-current study to determine the minimum interrupting capacity of circuit protective devices.

#### **1.03 DEFINITIONS**

- A. One-Line Diagram: A diagram that shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- B. Power System Analysis Software Developer: An entity that commercially develops, maintains, and distributes computer software used for power system studies.
- C. Power Systems Analysis Specialist: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located.
- D. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion of the circuit from the system.
- E. SCCR: Short-circuit current rating.
- F. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.
- G. Single-Line Diagram: See "One-Line Diagram."

#### **1.04 ACTION SUBMITTALS**

- A. Product Data:
1. For computer software program to be used for studies.
  2. Submit the following after the approval of system protective devices submittals. Submittals shall be in digital form.
    - a. Short-circuit study input data, including completed computer program input data sheets.
    - b. Short-circuit study and equipment evaluation report; signed, dated, and sealed by a qualified professional engineer.
      - 1) Submit study report for action prior to receiving final approval of distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Engineer for preliminary submittal of sufficient study data to ensure that selection of devices and associated characteristics is satisfactory.
      - 2) Revised one-line diagram, reflecting field investigation results and results of short-circuit study.

#### **1.05 INFORMATIONAL SUBMITTALS**

- A. Qualification Data:
1. For Power Systems Analysis Software Developer.
  2. For Power System Analysis Specialist.
  3. For Field Adjusting Agency.
- B. Product Certificates: For short-circuit study software, certifying compliance with IEEE 399.

#### **1.06 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data:
1. For overcurrent protective devices to include in emergency, operation, and maintenance manuals.
  2. The following are from the Short-Circuit Study Report:
    - a. Final one-line diagram.
    - b. Final Short-Circuit Study Report.
    - c. Short-circuit study data files.
    - d. Power system data.

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.13 - 2  
Short-Circuit Studies

### 1.07 QUALITY ASSURANCE

- A. Study shall be performed using commercially developed and distributed software designed specifically for power system analysis.
- B. Software algorithms shall comply with requirements of standards and guides specified in this Section.
- C. Manual calculations are unacceptable.
  - 1. Power System Analysis Software Qualifications: Computer program shall be designed to perform short-circuit studies or have a function, component, or add-on module designed to perform short-circuit studies.
  - 2. Computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- D. Power Systems Analysis Specialist Qualifications: Professional engineer licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- E. Short-Circuit Study Certification: Short-Circuit Study Report shall be signed and sealed by Power Systems Analysis Specialist.

## PART 2 - PRODUCTS

### 2.01 POWER SYSTEM ANALYSIS SOFTWARE DEVELOPERS

- A. Manufacturers: Subject to compliance with requirements, utilize products by one of the following:
  - 1. SKM Systems Analysis, Inc.
- B. Comply with IEEE 399 and IEEE 551.
  - 1. Analytical features of power systems analysis software program shall have capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.
- C. Computer software program shall be capable of plotting and diagramming time-current-characteristic curves as part of its output.

### 2.02 SHORT-CIRCUIT STUDY REPORT CONTENTS

- A. Executive summary of study findings.
- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.
- C. One-line diagram of modeled power system, showing the following:
  - 1. Protective device designations and ampere ratings.
  - 2. Conductor types, sizes, and lengths.
  - 3. Derating factors and environmental conditions.
  - 4. Any revisions to electrical equipment required by the study.
- D. Comments and recommendations for system improvements or revisions in a written document, separate from one-line diagram.
- E. Protective Device Evaluation:
  - 1. Evaluate equipment and protective devices and compare to available short-circuit currents. Verify that equipment withstand ratings exceed available short-circuit current at equipment installation locations.
  - 2. Tabulations of circuit breaker, fuse, and other protective device ratings versus calculated short-circuit duties.
  - 3. For 600-V overcurrent protective devices, ensure that interrupting ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
  - 4. For devices and equipment rated for asymmetrical fault current, apply multiplication factors listed in standards to 1/2-cycle symmetrical fault current.
  - 5. Verify adequacy of phase conductors at maximum three-phase bolted fault currents; verify adequacy of equipment grounding conductors and grounding electrode conductors at maximum ground-fault currents. Ensure that short-circuit withstand ratings are equal to or higher than calculated 1/2-cycle symmetrical fault current.
- F. Short-Circuit Study Input Data:
  - 1. One-line diagram of system being studied.
  - 2. Power sources available.

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.13 - 3  
Short-Circuit Studies

3. Manufacturer, model, and interrupting rating of protective devices.
4. Conductors.
5. Transformer data.
- G. Short-Circuit Study Output Reports:
  1. Low-Voltage Fault Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
    - a. Voltage.
    - b. Calculated fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. Equivalent impedance.
  2. Momentary Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
    - a. Voltage.
    - b. Calculated symmetrical fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. Calculated asymmetrical fault currents:
      - 1) Based on fault-point X/R ratio.
      - 2) Based on calculated symmetrical value multiplied by 1.6.
      - 3) Based on calculated symmetrical value multiplied by 2.7.
  3. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each overcurrent device location:
    - a. Voltage.
    - b. Calculated symmetrical fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. No AC Decrement (NACD) ratio.
    - e. Equivalent impedance.
    - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
    - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.

### **PART 3 - EXECUTION**

#### **3.01 POWER SYSTEM DATA**

- A. Obtain all data necessary for conduct of the study.
  1. Verify completeness of data supplied on one-line diagram. Call any discrepancies to Engineer's attention.
  2. For equipment included as Work of this Project, use characteristics submitted under provisions of action submittals and information submittals for this Project.
  3. For any relocated existing equipment and that which is existing to remain, obtain required electrical distribution system data by field investigation and surveys, conducted by qualified technicians and engineers. Qualifications of technicians and engineers shall be as defined by NFPA 70E.
- B. Gather and tabulate the required input data to support the short-circuit study. Comply with requirements in Section 01 7839 "Project Record Documents" for recording circuit protective device characteristics. Record data on a Record Document copy of one-line diagram. Comply with recommendations in IEEE 551 as to the amount of detail that is required to be acquired in the field. Field data gathering shall be under direct supervision and control of the engineer in charge of performing the study and shall be by the engineer or its representative. Data include, but are not limited to, the following:
  1. Product Data for Project's overcurrent protective. Use equipment designation tags that are consistent with electrical distribution system diagrams, overcurrent protective device submittals, input and output data, and recommended device settings.
  2. Obtain electrical power utility impedance at the service.
  3. Power sources and ties.
  4. For circuit breakers and fuses, provide manufacturer and model designation. List type of breaker, type of trip, SCCR, current rating, and breaker settings.

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.13 - 4  
Short-Circuit Studies

5. Busway manufacturer and model designation, current rating, impedance, lengths, and conductor material.
6. Motor horsepower and NEMA MG 1 code letter designation.
7. Conductor sizes, lengths, number, conductor material and conduit material (magnetic or nonmagnetic).
8. Derating factors.

**3.02 SHORT-CIRCUIT STUDY**

- A. Perform study following the general study procedures contained in IEEE 399.
- B. Calculate short-circuit currents according to IEEE 551.
- C. Base study on device characteristics supplied by device manufacturer.
- D. Extent of electrical power system is indicated on Drawings.
- E. Begin short-circuit current analysis at the service, extending down to system overcurrent protective devices as follows:
  1. To normal system low-voltage load buses where fault current is 10 kA or less.
  2. Exclude equipment rated 240 V ac or less when supplied by a single transformer rated less than 30 kVA.
- F. Study electrical distribution system from normal and alternate power sources throughout electrical distribution system for Project. Study all cases of system-switching configurations and alternate operations that could result in maximum fault conditions.
- G. Include the ac fault-current decay from induction motors, synchronous motors, and asynchronous generators and apply to low- and medium-voltage, three-phase ac systems. Also account for the fault-current dc decrement to address asymmetrical requirements of interrupting equipment.
- H. Calculate short-circuit momentary and interrupting duties for a three-phase bolted fault and a single line-to-ground fault at each equipment indicated on one-line diagram.
  1. For grounded systems, provide a bolted line-to-ground fault-current study for areas as defined for the three-phase bolted fault short-circuit study.
- I. Include in the report identification of any protective device applied outside its capacity.
  1. Identify corrective steps required to remediate noncompliant devices found.
  2. Include corrective measures in scope.

**END OF SECTION**

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 1  
Arc-Flash Hazard Analysis

**SECTION 26 0573.19  
ARC-FLASH HAZARD ANALYSIS**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section includes a computer-based, arc-flash study to determine the arc-flash hazard distance and the incident energy to which personnel could be exposed during work on or near electrical equipment.

**1.03 DEFINITIONS**

- A. One-Line Diagram: A diagram that shows, by means of single lines and graphic symbols, the course of an electric circuit or system of circuits and the component devices or parts used therein.
- B. Power System Analysis Software Developer: An entity that commercially develops, maintains, and distributes computer software used for power system studies.
- C. Power Systems Analysis Specialist: Professional engineer in charge of performing the study and documenting recommendations, licensed in the state where Project is located.
- D. Protective Device: A device that senses when an abnormal current flow exists and then removes the affected portion from the system.
- E. SCCR: Short-circuit current rating.
- F. Service: The conductors and equipment for delivering electric energy from the serving utility to the wiring system of the premises served.
- G. Single-Line Diagram: See "One-Line Diagram."

**1.04 ACTION SUBMITTALS**

- A. Product Data: For computer software program to be used for studies.
- B. Study Submittals: Submit the following submittals after the approval of system protective devices submittals. Submittals shall be in digital form:
1. Arc-flash study input data, including completed computer program input data sheets.
  2. Arc-flash study report; signed, dated, and sealed by Power Systems Analysis Specialist.
  3. Submit study report for action prior to receiving final approval of distribution equipment submittals. If formal completion of studies will cause delay in equipment manufacturing, obtain approval from Architect for preliminary submittal of sufficient study data to ensure that selection of devices and associated characteristics is satisfactory.

**1.05 INFORMATIONAL SUBMITTALS**

- A. Qualification Data:
1. For Power Systems Analysis Software Developer.
  2. For Power System Analysis Specialist.
- B. Product Certificates: For arc-flash hazard analysis software, certifying compliance with IEEE 1584 and NFPA 70E.

**1.06 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data:
1. Provide maintenance procedures in equipment manuals according to requirements in NFPA 70E.
  2. Operation and Maintenance Procedures: In addition to items specified in Section 01 7823 "Operation and Maintenance Data," provide maintenance procedures for use by Owner's personnel that comply with requirements in NFPA 70E.

**1.07 QUALITY ASSURANCE**

- A. Study shall be performed using commercially developed and distributed software designed specifically for power system analysis.
- B. Software algorithms shall comply with requirements of standards and guides specified in this Section.
- C. Manual calculations are unacceptable.

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 2  
Arc-Flash Hazard Analysis

- D. Power System Analysis Software Qualifications: An entity that owns and markets computer software used for studies, having performed successful studies of similar magnitude on electrical distribution systems using similar devices.
  - 1. Computer program shall be designed to perform arc-flash analysis or have a function, component, or add-on module designed to perform arc-flash analysis.
  - 2. Computer program shall be developed under the charge of a licensed professional engineer who holds IEEE Computer Society's Certified Software Development Professional certification.
- E. Power Systems Analysis Specialist Qualifications: Professional engineer in charge of performing the arc-flash study, analyzing the arc flash, and documenting recommendations, licensed in the state where Project is located. All elements of the study shall be performed under the direct supervision and control of this professional engineer.
- F. Arc-Flash Study Certification: Arc-Flash Study Report shall be signed and sealed by Power Systems Analysis Specialist.

## **PART 2 - PRODUCTS**

### **2.01 COMPUTER SOFTWARE DEVELOPERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
  - 1. SKM Systems Analysis, Inc.
- B. Comply with IEEE 1584 and NFPA 70E.
- C. Analytical features of device coordination study computer software program shall have the capability to calculate "mandatory," "very desirable," and "desirable" features as listed in IEEE 399.

### **2.02 ARC-FLASH STUDY REPORT CONTENT**

- A. Executive summary of study findings.
- B. Study descriptions, purpose, basis, and scope. Include case descriptions, definition of terms, and guide for interpretation of results.
- C. One-line diagram, showing the following:
  - 1. Protective device designations and ampere ratings.
  - 2. Conductor types, sizes, and lengths.
  - 3. Transformer kilovolt ampere (kVA) and voltage ratings, including derating factors and environmental conditions.
  - 4. Motor and generator designations and kVA ratings.
  - 5. Switchgear, switchboard, motor-control center, panelboard designations, and ratings.
- D. Study Input Data: As described in "Power System Data" Article.
- E. Short-Circuit Study Output Data: As specified in "Short-Circuit Study Output Reports" Paragraph in "Short-Circuit Study Report Contents" Article in Section 26 0573.13 "Short-Circuit Studies."
- F. Arc-Flash Study Output Reports:
  - 1. Interrupting Duty Report: Three-phase and unbalanced fault calculations, showing the following for each equipment location included in the report:
    - a. Voltage.
    - b. Calculated symmetrical fault-current magnitude and angle.
    - c. Fault-point X/R ratio.
    - d. No AC Decrement (NACD) ratio.
    - e. Equivalent impedance.
    - f. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a symmetrical basis.
    - g. Multiplying factors for 2-, 3-, 5-, and 8-cycle circuit breakers rated on a total basis.
- G. Incident Energy and Flash Protection Boundary Calculations:
  - 1. Arcing fault magnitude.
  - 2. Protective device clearing time.
  - 3. Duration of arc.
  - 4. Arc-flash boundary.
  - 5. Restricted approach boundary.
  - 6. Limited approach boundary.

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 3  
Arc-Flash Hazard Analysis

7. Working distance.
8. Incident energy.
9. Hazard risk category.
10. Recommendations for arc-flash energy reduction.
- H. Fault study input data, case descriptions, and fault-current calculations including a definition of terms and guide for interpretation of computer printout.

**2.03 ARC-FLASH WARNING LABELS**

- A. Comply with requirements in Section 26 0553 "Identification for Electrical Systems" for self-adhesive equipment labels. Produce a 3.5-by-5-inch (76-by-127-mm) self-adhesive equipment label for each work location included in the analysis.
- B. Label shall have an orange header with the wording, "WARNING, ARC-FLASH HAZARD," and shall include the following information taken directly from the arc-flash hazard analysis:
  1. Location designation.
  2. Nominal voltage.
  3. Protection boundaries.
    - a. Arc-flash boundary.
    - b. Restricted approach boundary.
    - c. Limited approach boundary.
  4. Arc flash PPE category.
  5. Required minimum arc rating of PPE in Cal/cm squared.
  6. Available incident energy.
  7. Working distance.
  8. Engineering report number, revision number, and issue date.
- C. Labels shall be machine printed, with no field-applied markings.

**PART 3 - EXECUTION**

**3.01 EXAMINATION**

- A. Examine Project overcurrent protective device submittals. Proceed with arc-flash study only after relevant equipment submittals have been assembled. Overcurrent protective devices that have not been submitted and approved prior to arc-flash study may not be used in study.

**3.02 ARC-FLASH HAZARD ANALYSIS**

- A. Comply with NFPA 70E and its Annex D for hazard analysis study.
- B. Calculate maximum and minimum contributions of fault-current size.
  1. Maximum calculation shall assume a maximum contribution from the utility and shall assume motors to be operating under full-load conditions.
  2. Calculate arc-flash energy at 85 percent of maximum short-circuit current according to IEEE 1584 recommendations.
  3. Calculate arc-flash energy at 38 percent of maximum short-circuit current according to NFPA 70E recommendations.
  4. Calculate arc-flash energy with the utility contribution at a minimum and assume no motor contribution.
- C. Calculate the arc-flash protection boundary and incident energy at locations in electrical distribution system where personnel could perform work on energized parts.
- D. Include medium- and low-voltage equipment locations, except equipment rated 240 V ac or less fed from transformers less than 30 kVA.
- E. Calculate the limited, restricted, and prohibited approach boundaries for each location.
- F. Incident energy calculations shall consider the accumulation of energy over time when performing arc-flash calculations on buses with multiple sources. Iterative calculations shall take into account the changing current contributions, as the sources are interrupted or decremented with time. Fault contribution from motors and generators shall be decremented as follows:
  1. Fault contribution from induction motors shall not be considered beyond three to five cycles.
  2. Fault contribution from synchronous motors and generators shall be decayed to match the actual decrement of each as closely as possible (for example, contributions from permanent magnet generators will typically decay from 10 per unit to three per unit after 10 cycles).

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 4  
Arc-Flash Hazard Analysis

- G. Arc-flash energy shall generally be reported for the maximum of line or load side of a circuit breaker. However, arc-flash computation shall be performed and reported for both line and load side of a circuit breaker as follows:
  1. When the circuit breaker is in a separate enclosure.
  2. When the line terminals of the circuit breaker are separate from the work location.
- H. Base arc-flash calculations on actual overcurrent protective device clearing time. Cap maximum clearing time at two seconds based on IEEE 1584, Section B.1.2.

### 3.03 POWER SYSTEM DATA

- A. Obtain all data necessary for conduct of the arc-flash hazard analysis.
  1. Verify completeness of data supplied on one-line diagram on Drawings and under "Preparatory Studies" Paragraph in "Arc-Flash Hazard Analysis" Article. Call discrepancies to Architect's attention.
  2. For new equipment, use characteristics from approved submittals under provisions of action submittals and information submittals for this Project.
  3. For existing equipment, whether or not relocated, obtain required electrical distribution system data by field investigation and surveys conducted by qualified technicians and engineers.

### 3.04 LABELING

- A. Apply arc-flash label on the front cover of each section of the equipment and on side or rear covers with accessible live parts and hinged doors or removable plates for each equipment included in the study. Base arc-flash label data on highest values calculated at each location.
- B. Each piece of equipment listed below shall have an arc-flash label applied to it:
  1. Low-voltage switchboard.
  2. Low voltage transformers. Exclude transformers with high voltage side 240 V or less and less than 30 kVA.
  3. Panelboard and safety switch over 250 V.
  4. Applicable panelboard and safety switch under 250 V.
  5. Control panel.
- C. Note on record Drawings the location of equipment where the personnel could be exposed to arc-flash hazard during their work.
  1. Indicate arc-flash energy.
  2. Indicate protection level required.

### 3.05 APPLICATION OF WARNING LABELS

- A. Install arc-flash warning labels under the direct supervision and control of Power System Analysis Specialist.

### 3.06 DEMONSTRATION

- A. Engage Power Systems Analysis Specialist to train Owner's maintenance personnel in potential arc-flash hazards associated with working on energized equipment and the significance of arc-flash warning labels.

**END OF SECTION**

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 1  
Arc-Flash Hazard Analysis

**SECTION 264113  
LIGHTNING PROTECTION FOR STRUCTURES**

**PART 1 - GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

**1.02 SUMMARY**

- A. Section includes lightning protection system for ordinary structures.

**1.03 ACTION SUBMITTALS**

- A. Product Data: For each type of product.  
B. Shop Drawings:
1. Include layouts of the lightning protection system, with details of the components to be used in the installation.
  2. Include raceway locations needed for the installation of conductors.
  3. Details of air terminals, ground rods, ground rings, conductor supports, splices, and terminations, including concealment requirements.
  4. Include roof attachment details, coordinated with roof installation.
  5. Calculations required by NFPA 780 for bonding of metal bodies.

**1.04 INFORMATIONAL SUBMITTALS**

- A. Coordination Drawings: Lightning protection system Shop Drawings, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Lightning protection cabling attachments to roofing systems and accessories.
  2. Lightning protection strike termination device attachment to roofing systems, coordinated with the roofing system manufacturer.
  3. Lightning protection system components penetrating roofing and moisture protection systems and system components, coordinated with the roofing system manufacturer.
- B. Qualification Data: For Installer.  
C. Product Certificates: For each type of roof adhesive for attaching the roof-mounted air terminal assemblies, approved by the roofing-material manufacturer.  
D. Field quality-control reports.

**1.05 CLOSEOUT SUBMITTALS**

- A. Maintenance Data: For lightning protection system to include in maintenance manuals.
1. In addition to items specified in Section 017823 "Operation and Maintenance Data," include the following:
    - a. Dimensioned site plan showing dimensioned route of the ground loop conductor and the ground rod locations. Comply with requirements of Section 017839 "Project Record Documents."
    - b. A system testing and inspection record, listing the results of inspections and ground resistance tests, as recommended by NFPA 780, Annex D.
- B. Completion Certificate:
1. UL Master Label Certificate.

**1.06 QUALITY ASSURANCE**

- A. Installer Qualifications: UL-listed installer, category OWAY.

**PART 2 - PRODUCTS**

**2.01 MANUFACTURERS**

- A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
1. Heary Bros. Lightning Protection Co. Inc.
  2. National Lightning Protection.
  3. Thompson Lightning Protection, Inc.

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 2  
Arc-Flash Hazard Analysis

## 2.02 PERFORMANCE REQUIREMENTS

- A. UL Lightning Protection Standard: Comply with UL 96A requirements for Class II buildings.
- B. Lightning Protection Components, Devices, and Accessories: Listed and labeled by a qualified testing agency as complying with UL 96, and marked for intended location and application.

## 2.03 MATERIALS

- A. Air Terminals:
  1. Aluminum unless otherwise indicated.
  2. 1/2-inch (12.7-mm) diameter by 15 inches (380 mm) long.
  3. Pointed tip.
  4. Threaded base support.
- B. Class II Main Conductors:
  1. Aluminum: 192,000 circular mils in diameter.
- C. Secondary Conductors:
  1. Aluminum: 41,400 circular mils in diameter.
- D. Ground Loop Conductor: Stranded copper.
- E. Ground Rods:
  1. Material: Copper-clad steel.
  2. Diameter: 3/4 inch (19 mm).
  3. Rods shall be not less than 120 inches (3050 mm) long.
- F. Conductor Splices and Connectors: Compression fittings that are installed with hydraulically operated tools, or exothermic welds, approved for use with the class type.

## PART 3 - EXECUTION

### 3.01 INSTALLATION

- A. Install lightning protection components and systems according to UL 96A.
- B. Install conductors with direct paths from air terminals to ground connections. Avoid bends less than 90 degrees and 8 inches (203 mm) in radius and narrow loops.
- C. Conceal conductors within normal view from exterior locations at grade within 200 feet (60 m) of building. Comply with requirements for concealed installations in UL 96A.
  1. Roof penetrations required for down conductors and connections to structural-steel framework shall be made using listed through-roof fitting and connector assemblies with solid rods and appropriate roof flashings. Use materials approved by the roofing manufacturer for the purpose. Conform to the methods and materials required at roofing penetrations of the lightning protection components to ensure compatibility with the roofing specifications and warranty.
  2. Install conduit where necessary to comply with conductor concealment requirements.
  3. Air Terminals on Single-Ply Membrane Roofing: Comply with adhesive manufacturer's written instructions.
- D. Ground Ring Electrode: The conductor shall be not less than the main-size lightning conductor.

### 3.02 CONNECTIONS

- A. Aboveground concealed connections, and connections in earth or concrete, shall be done by exothermic welds or by high-compression fittings listed for the purpose.
- B. Aboveground exposed connections shall be done using the following types of connectors, listed and labeled for the purpose: exothermic weld.
- C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance, except where routed through short lengths of conduit.
  1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
  2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.

### 3.03 CORROSION PROTECTION

- A. Do not combine materials that can form an electrolytic couple that will accelerate corrosion in the presence of moisture unless moisture is permanently excluded from junction of such materials.
- B. Use conductors with protective coatings where conditions would cause deterioration or corrosion of conductors.

FTY - U.S Customs Facility  
GVSA Project No. 22039.00

26 0573.19 - 3  
Arc-Flash Hazard Analysis

**3.04 FIELD QUALITY CONTROL**

- A. Special Inspections: Engage a qualified special inspector to perform the following special inspections:
  - 1. Perform inspections as required to obtain a UL Master Label for system.
- B. Prepare test and inspection reports and certificates.

**END OF SECTION**

# FTY - U.S. CUSTOMS FACILITY XX SANDY CREEK ROAD ATLANTA, GA 30336

rev 06-24-25

### PROJECT TEAM:

**Architect**  
Goode Van Slyke Architecture, Inc.  
Atlanta, GA 30312  
404.523.5525

**Civil Engineer**  
Michael Baker International  
220 Technology Parkway  
Norcross, Georgia 30092  
678.986.6542

**Structural Engineer**  
Steele Consulting  
110 Colony Square, Suite 2300  
Atlanta, Georgia 30381  
404.249.1538

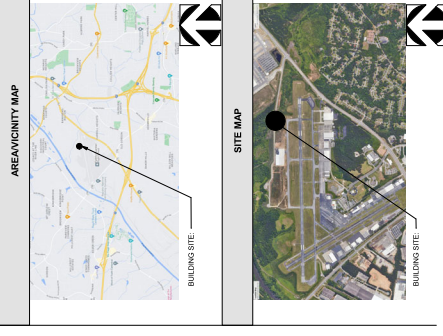
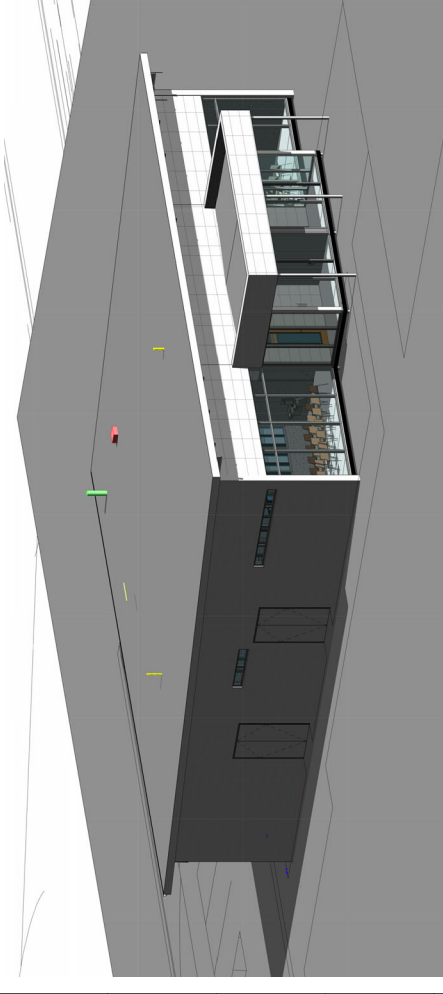
**Mechanical/Plumbing/Electrical**  
AVE Consulting Engineers, Inc.  
Suite 200  
Stone Mountain, Georgia 30087  
770.572.1751

**Estimating**  
AVE Consulting Engineers, Inc.  
Suite 200  
Stone Mountain, Georgia 30087  
770.572.1751

**International Building Code**  
2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)  
**International Mechanical Code**  
2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)  
**International Fire Code**  
2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)  
**International Energy Conservation Code**  
2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)  
**National Electrical Code**  
2023 Edition; no amendments  
**GA Safety Code (45)**  
2018 NFPA 701; GA Amendments (2020)  
**GA Uniformity of Accessible Design**  
Chapter 16B-3; Rules and Regulations for the State Minimum for Accessible Design

### PROJECT DESCRIPTION

The US Customs Facility FTY 4 is part of a larger overall expansion and upgrading of the Fulton County Courthouse. The building is a three-story structure with a total area of approximately 1,000,000 square feet. The building is located at XX Sandy Creek Road, Atlanta, GA 30336. The building is a three-story structure with a total area of approximately 1,000,000 square feet. The building is located at XX Sandy Creek Road, Atlanta, GA 30336. The building is a three-story structure with a total area of approximately 1,000,000 square feet. The building is located at XX Sandy Creek Road, Atlanta, GA 30336.



### STATE OF GEORGIA MINIMUM STANDARD CODES

International Building Code	2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)
International Mechanical Code	2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)
International Fire Code	2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)
International Energy Conservation Code	2018 Edition; GA Amendments (2020, 2022, 2024, 2026, 2028)
National Electrical Code	2023 Edition; no amendments
GA Safety Code (45)	2018 NFPA 701; GA Amendments (2020)
GA Uniformity of Accessible Design	Chapter 16B-3; Rules and Regulations for the State Minimum for Accessible Design

### OCCUPANCY CLASSIFICATIONS

PRIMARY OCCUPANCY	SECTION	OCCUPANT LOAD FACTOR (IBC TABLE 1004.2)
OFFICE	5	100
RETAIL	1	100
STORAGE	10	100
LABORATORY	4	100
RESEARCH	4	100
OFFICE	5	100
RETAIL	1	100
STORAGE	10	100
LABORATORY	4	100
RESEARCH	4	100

### BUILDING CONSTRUCTION

CONSTRUCTION TYPE	IBC SECTION REF. (SECTION 601)	YES	NO
TYPE I	601		
TYPE II	602		
TYPE III	603		
TYPE IV	604		
TYPE V	605		
TYPE VI	606		
TYPE VII	607		
TYPE VIII	608		
TYPE IX	609		
TYPE X	610		

### BUILDING HEIGHTS

ACTUAL AREA	ALLOWABLE AREA PER FLOOR
TOTAL AREA PROVIDED	100%
TOTAL AREA BUSINESS	100%
TOTAL AREA OFFICE	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%
TOTAL AREA OFFICE	100%
TOTAL AREA RETAIL	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%

### BUILDING HEIGHTS

ACTUAL HEIGHT	ALLOWABLE HEIGHT
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1

### FIRE RESISTANCE RATINGS

BUILDING ELEMENTS	IBC TABLE (601)	LSC	IBC
Structural Frame	601.2		
Supporting Roof Only	601.3		
Beams and Joists	601.4		
Interior Walls	601.5		
Interior Partitions	601.6		
Nonbearing Walls	601.7		
Floor Construction	601.8		
Roof Construction	601.9		
Including Supporting Beams and Joists	601.10		
Means of Egress	601.11		
Maximum Travel Distance (Group A)	601.12		
Maximum Travel Distance (Group B)	601.13		
Maximum Common Path of Travel (Group B)	601.14		
Maximum Common Path of Travel (Group C)	601.15		
Minimum Clear Width of Exits	601.16		
Minimum Clear Width of Entrances	601.17		
Other than Corridors	601.18		

### PROPERTY DATA

ZONING	RS - RESIDENTIAL OVERLAY DISTRICT
PROPERTY CLASS	EXEMPT - PUBLIC PROPERTY
NEIGHBORHOOD	(NOT APPLICABLE)
PARCEL ID	(NOT APPLICABLE)
ASST. DISTRICT	(NOT APPLICABLE)
APR. (Assessment Year)	(NOT APPLICABLE)

### GEORGIA STATE MINIMUM BUILDING CODE REQUIREMENTS

Code Reference	IBC	IBC	IBC
Occupancy Classification	LSC	IBC	IBC
Building Construction Types	IBC	IBC	IBC
Means of Egress	LSC	IBC	IBC
Standpipes	IBC	IBC	IBC
Interior Finish	LSC	IBC	IBC
HVAC Systems	LSC	IBC	IBC
Vertical Openings	LSC	IBC	IBC
Sprinkler Systems minimum construction standard	LSC	IBC	IBC
Fire Alarm Systems	LSC	IBC	IBC
Smoke Alarms and Smoke Detection Systems	LSC	IBC	IBC
Portable Fire Extinguishers	LSC	IBC	IBC
Cooking Equipment	LSC	IBC	IBC
Fire Alarm Systems	LSC	IBC	IBC
Liquid Petroleum Gas	LSC	IBC	IBC
Compressed Natural Gas	LSC	IBC	IBC

### ACTUAL AREA

TOTAL AREA PROVIDED	100%
TOTAL AREA BUSINESS	100%
TOTAL AREA OFFICE	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%
TOTAL AREA OFFICE	100%
TOTAL AREA RETAIL	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%

### ACTUAL HEIGHT

HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1

### FIRE RESISTANCE RATINGS

Structural Frame	LSC
Supporting Roof Only	LSC
Beams and Joists	LSC
Interior Walls	LSC
Interior Partitions	LSC
Nonbearing Walls	LSC
Floor Construction	LSC
Roof Construction	LSC
Including Supporting Beams and Joists	LSC
Means of Egress	LSC
Maximum Travel Distance (Group A)	LSC
Maximum Travel Distance (Group B)	LSC
Maximum Common Path of Travel (Group B)	LSC
Maximum Common Path of Travel (Group C)	LSC
Minimum Clear Width of Exits	LSC
Minimum Clear Width of Entrances	LSC
Other than Corridors	LSC

### PROPERTY DATA

ZONING	RS - RESIDENTIAL OVERLAY DISTRICT
PROPERTY CLASS	EXEMPT - PUBLIC PROPERTY
NEIGHBORHOOD	(NOT APPLICABLE)
PARCEL ID	(NOT APPLICABLE)
ASST. DISTRICT	(NOT APPLICABLE)
APR. (Assessment Year)	(NOT APPLICABLE)

### MEANS OF EGRESS

Maximum Travel Distance (Group A)	300 FEET
Maximum Travel Distance (Group B)	250 FEET
Maximum Common Path of Travel (Group B)	100 FEET
Maximum Common Path of Travel (Group C)	100 FEET
Minimum Clear Width of Exits	36 INCHES
Minimum Clear Width of Entrances	36 INCHES
Other than Corridors	14 INCHES

### ACTUAL AREA

TOTAL AREA PROVIDED	100%
TOTAL AREA BUSINESS	100%
TOTAL AREA OFFICE	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%
TOTAL AREA OFFICE	100%
TOTAL AREA RETAIL	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%

### ACTUAL HEIGHT

HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1

### FIRE RESISTANCE RATINGS

Structural Frame	LSC
Supporting Roof Only	LSC
Beams and Joists	LSC
Interior Walls	LSC
Interior Partitions	LSC
Nonbearing Walls	LSC
Floor Construction	LSC
Roof Construction	LSC
Including Supporting Beams and Joists	LSC
Means of Egress	LSC
Maximum Travel Distance (Group A)	LSC
Maximum Travel Distance (Group B)	LSC
Maximum Common Path of Travel (Group B)	LSC
Maximum Common Path of Travel (Group C)	LSC
Minimum Clear Width of Exits	LSC
Minimum Clear Width of Entrances	LSC
Other than Corridors	LSC

### PROPERTY DATA

ZONING	RS - RESIDENTIAL OVERLAY DISTRICT
PROPERTY CLASS	EXEMPT - PUBLIC PROPERTY
NEIGHBORHOOD	(NOT APPLICABLE)
PARCEL ID	(NOT APPLICABLE)
ASST. DISTRICT	(NOT APPLICABLE)
APR. (Assessment Year)	(NOT APPLICABLE)

### MEANS OF EGRESS

Maximum Travel Distance (Group A)	300 FEET
Maximum Travel Distance (Group B)	250 FEET
Maximum Common Path of Travel (Group B)	100 FEET
Maximum Common Path of Travel (Group C)	100 FEET
Minimum Clear Width of Exits	36 INCHES
Minimum Clear Width of Entrances	36 INCHES
Other than Corridors	14 INCHES

### ACTUAL AREA

TOTAL AREA PROVIDED	100%
TOTAL AREA BUSINESS	100%
TOTAL AREA OFFICE	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%
TOTAL AREA OFFICE	100%
TOTAL AREA RETAIL	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%

### ACTUAL HEIGHT

HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1

### FIRE RESISTANCE RATINGS

Structural Frame	LSC
Supporting Roof Only	LSC
Beams and Joists	LSC
Interior Walls	LSC
Interior Partitions	LSC
Nonbearing Walls	LSC
Floor Construction	LSC
Roof Construction	LSC
Including Supporting Beams and Joists	LSC
Means of Egress	LSC
Maximum Travel Distance (Group A)	LSC
Maximum Travel Distance (Group B)	LSC
Maximum Common Path of Travel (Group B)	LSC
Maximum Common Path of Travel (Group C)	LSC
Minimum Clear Width of Exits	LSC
Minimum Clear Width of Entrances	LSC
Other than Corridors	LSC

### PROPERTY DATA

ZONING	RS - RESIDENTIAL OVERLAY DISTRICT
PROPERTY CLASS	EXEMPT - PUBLIC PROPERTY
NEIGHBORHOOD	(NOT APPLICABLE)
PARCEL ID	(NOT APPLICABLE)
ASST. DISTRICT	(NOT APPLICABLE)
APR. (Assessment Year)	(NOT APPLICABLE)

### MEANS OF EGRESS

Maximum Travel Distance (Group A)	300 FEET
Maximum Travel Distance (Group B)	250 FEET
Maximum Common Path of Travel (Group B)	100 FEET
Maximum Common Path of Travel (Group C)	100 FEET
Minimum Clear Width of Exits	36 INCHES
Minimum Clear Width of Entrances	36 INCHES
Other than Corridors	14 INCHES

### ACTUAL AREA

TOTAL AREA PROVIDED	100%
TOTAL AREA BUSINESS	100%
TOTAL AREA OFFICE	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%
TOTAL AREA OFFICE	100%
TOTAL AREA RETAIL	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%

### ACTUAL HEIGHT

HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1

### FIRE RESISTANCE RATINGS

Structural Frame	LSC
Supporting Roof Only	LSC
Beams and Joists	LSC
Interior Walls	LSC
Interior Partitions	LSC
Nonbearing Walls	LSC
Floor Construction	LSC
Roof Construction	LSC
Including Supporting Beams and Joists	LSC
Means of Egress	LSC
Maximum Travel Distance (Group A)	LSC
Maximum Travel Distance (Group B)	LSC
Maximum Common Path of Travel (Group B)	LSC
Maximum Common Path of Travel (Group C)	LSC
Minimum Clear Width of Exits	LSC
Minimum Clear Width of Entrances	LSC
Other than Corridors	LSC

### PROPERTY DATA

ZONING	RS - RESIDENTIAL OVERLAY DISTRICT
PROPERTY CLASS	EXEMPT - PUBLIC PROPERTY
NEIGHBORHOOD	(NOT APPLICABLE)
PARCEL ID	(NOT APPLICABLE)
ASST. DISTRICT	(NOT APPLICABLE)
APR. (Assessment Year)	(NOT APPLICABLE)

### MEANS OF EGRESS

Maximum Travel Distance (Group A)	300 FEET
Maximum Travel Distance (Group B)	250 FEET
Maximum Common Path of Travel (Group B)	100 FEET
Maximum Common Path of Travel (Group C)	100 FEET
Minimum Clear Width of Exits	36 INCHES
Minimum Clear Width of Entrances	36 INCHES
Other than Corridors	14 INCHES

### ACTUAL AREA

TOTAL AREA PROVIDED	100%
TOTAL AREA BUSINESS	100%
TOTAL AREA OFFICE	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%
TOTAL AREA OFFICE	100%
TOTAL AREA RETAIL	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%

### ACTUAL HEIGHT

HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1

### FIRE RESISTANCE RATINGS

Structural Frame	LSC
Supporting Roof Only	LSC
Beams and Joists	LSC
Interior Walls	LSC
Interior Partitions	LSC
Nonbearing Walls	LSC
Floor Construction	LSC
Roof Construction	LSC
Including Supporting Beams and Joists	LSC
Means of Egress	LSC
Maximum Travel Distance (Group A)	LSC
Maximum Travel Distance (Group B)	LSC
Maximum Common Path of Travel (Group B)	LSC
Maximum Common Path of Travel (Group C)	LSC
Minimum Clear Width of Exits	LSC
Minimum Clear Width of Entrances	LSC
Other than Corridors	LSC

### PROPERTY DATA

ZONING	RS - RESIDENTIAL OVERLAY DISTRICT
PROPERTY CLASS	EXEMPT - PUBLIC PROPERTY
NEIGHBORHOOD	(NOT APPLICABLE)
PARCEL ID	(NOT APPLICABLE)
ASST. DISTRICT	(NOT APPLICABLE)
APR. (Assessment Year)	(NOT APPLICABLE)

### MEANS OF EGRESS

Maximum Travel Distance (Group A)	300 FEET
Maximum Travel Distance (Group B)	250 FEET
Maximum Common Path of Travel (Group B)	100 FEET
Maximum Common Path of Travel (Group C)	100 FEET
Minimum Clear Width of Exits	36 INCHES
Minimum Clear Width of Entrances	36 INCHES
Other than Corridors	14 INCHES

### ACTUAL AREA

TOTAL AREA PROVIDED	100%
TOTAL AREA BUSINESS	100%
TOTAL AREA OFFICE	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%
TOTAL AREA OFFICE	100%
TOTAL AREA RETAIL	100%
TOTAL AREA STORAGE	100%
TOTAL AREA LABORATORY	100%
TOTAL AREA RESEARCH	100%

### ACTUAL HEIGHT

HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1
HEIGHT IN FEET	19.2'
NUMBER OF STORIES	1

### FIRE RESISTANCE RATINGS

Structural Frame	LSC
Supporting Roof Only	LSC
Beams and Joists	LSC
Interior Walls	LSC
Interior Partitions	LSC
Nonbearing Walls	LSC
Floor Construction	LSC
Roof Construction	LSC
Including Supporting Beams and Joists	LSC
Means of Egress	LSC
Maximum Travel Distance (Group A)	LSC
Maximum Travel Distance (Group B)	LSC
Maximum Common Path of Travel (Group B)	LSC
Maximum Common Path of Travel (Group C)	LSC
Minimum Clear Width of Exits	LSC
Minimum Clear Width of	

**FTY - U.S. CUSTOMS FACILITY**

XX Sandy Creek Road  
Atlanta, GA 30336

**Goode Van Slyke Architecture**

**Architect**  
Goode Van Slyke Architecture, Inc.  
408 John Wesley Dobbs Avenue  
Atlanta, Georgia 30302  
404.623.8525

**Chief Engineer**  
Michael Baker International  
220 Technology Parkway  
Norcross, Georgia 30092  
678.966.6642

**Structural Engineer**  
Slyke Consulting  
1111 Peachtree Industrial Blvd NE  
100 Colony Square, Suite 2300  
Atlanta, Georgia 30361  
404.249.1536

**Mechanical/Plumbing/Electrical**  
3705 Mansell Road, Mansell One  
Suite 200  
Georgia, 30022  
770.892.8585

**Estimating**  
ADE Construction Consultants  
6298 Rockledge Road, Suite A  
Atlanta, Georgia 30307  
770.821.2711

Copyright © 2021 U.S.A.  
Key Plan



**RYAN P. O'CONNELL, INC.**  
Civil PE/Professional Engineer  
6298 Rockledge Road, Suite A  
Atlanta, Georgia 30307  
Expiration Date: 06/20/2026

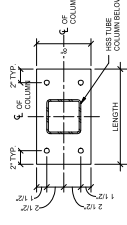
1 6/24/2025 Block's Comments

Sheet No. 1215324  
Issue: 100% CONSTRUCTION DOCUMENTS  
Issued for CONSTRUCTION  
Drawing Number 2.0239.00

TYPICAL FRAMING DETAILS

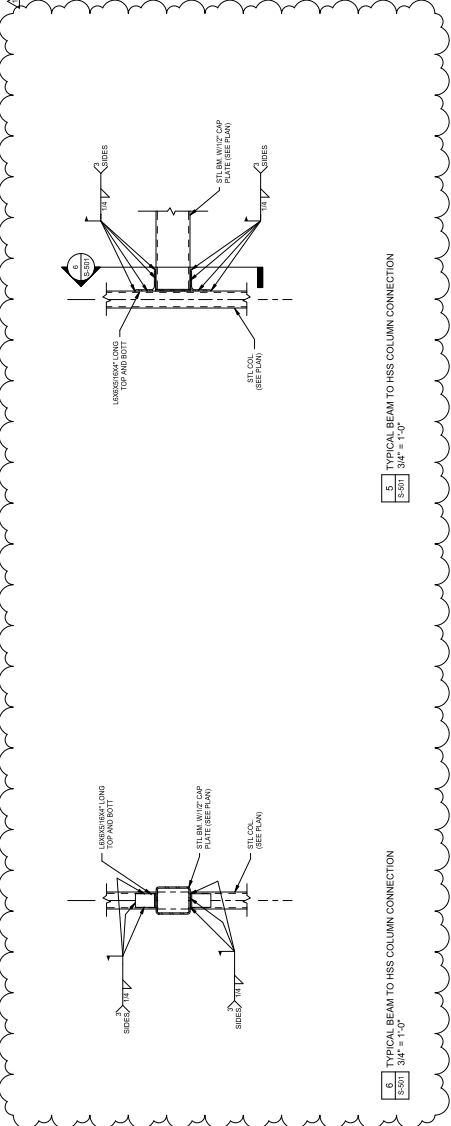
**S-501**

CAP PLATE SCHEDULE		
COLUMN SIZE	PLATE THICKNESS	LENGTH
HSS 3x3	1/2"	1'-0"
HSS 3x3	1/2"	1'-2"
HSS 3x3	3/4"	1'-2"



NOTES:  
1. FABRICATOR SHALL BE RESPONSIBLE FOR BEAM TO COLUMN CONNECTION FOR BEAM LIMIT STATES SET FORTH IN ABC.

1 TYPICAL BEAM TO HSS COLUMN CONNECTION  
3/501 3/4" = 1'-0"



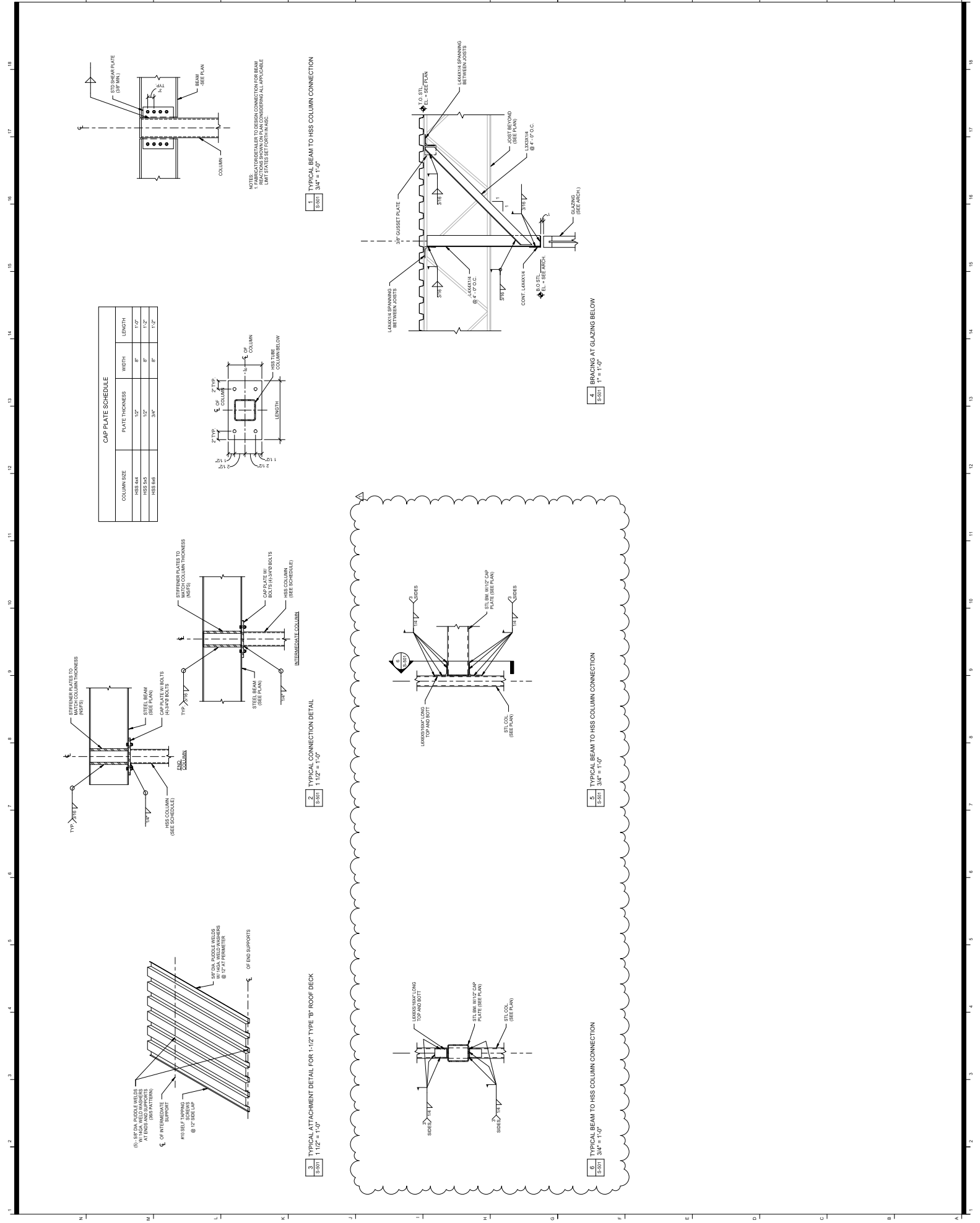
2 TYPICAL CONNECTION DETAIL  
3/501 1 1/2" = 1'-0"

3 TYPICAL ATTACHMENT DETAIL FOR 1-1/2" TYPE 'B' ROOF DECK  
3/501 1 1/2" = 1'-0"

5 TYPICAL BEAM TO HSS COLUMN CONNECTION  
3/501 3/4" = 1'-0"

6 TYPICAL BEAM TO HSS COLUMN CONNECTION  
3/501 3/4" = 1'-0"

4 BRACING AT GLAZING BELOW  
3/501 1" = 1'-0"



FTY - U.S. CUSTOMS FACILITY

XX Sandy Creek Road Atlanta, GA 30336



Architect: Goode Van Slyke Architecture, Inc. 409 John Wesley Dobbs Avenue Atlanta, GA 30302

Chief Engineer: Michael Baker International 520 Technology Parkway Norcross, Georgia 30092

Structural Engineer: Sikes Consulting 1175 Peachtree Industrial NE 100 Colony Square, Suite 2300 Atlanta, Georgia 30361

Mechanical/Plumbing/Electrical: 3705 Marshall Road, Marietta One Suite 200 Georgia 30022

Estimating: ADE Construction Consultants 1298 Rockbridge Road, Suite A Marietta, Georgia 30067

Key Plan



Professional Engineer Seal: S. Van Slyke, No. 1215324, State of Georgia, License No. 1215324, Expire Date: 06/30/2025

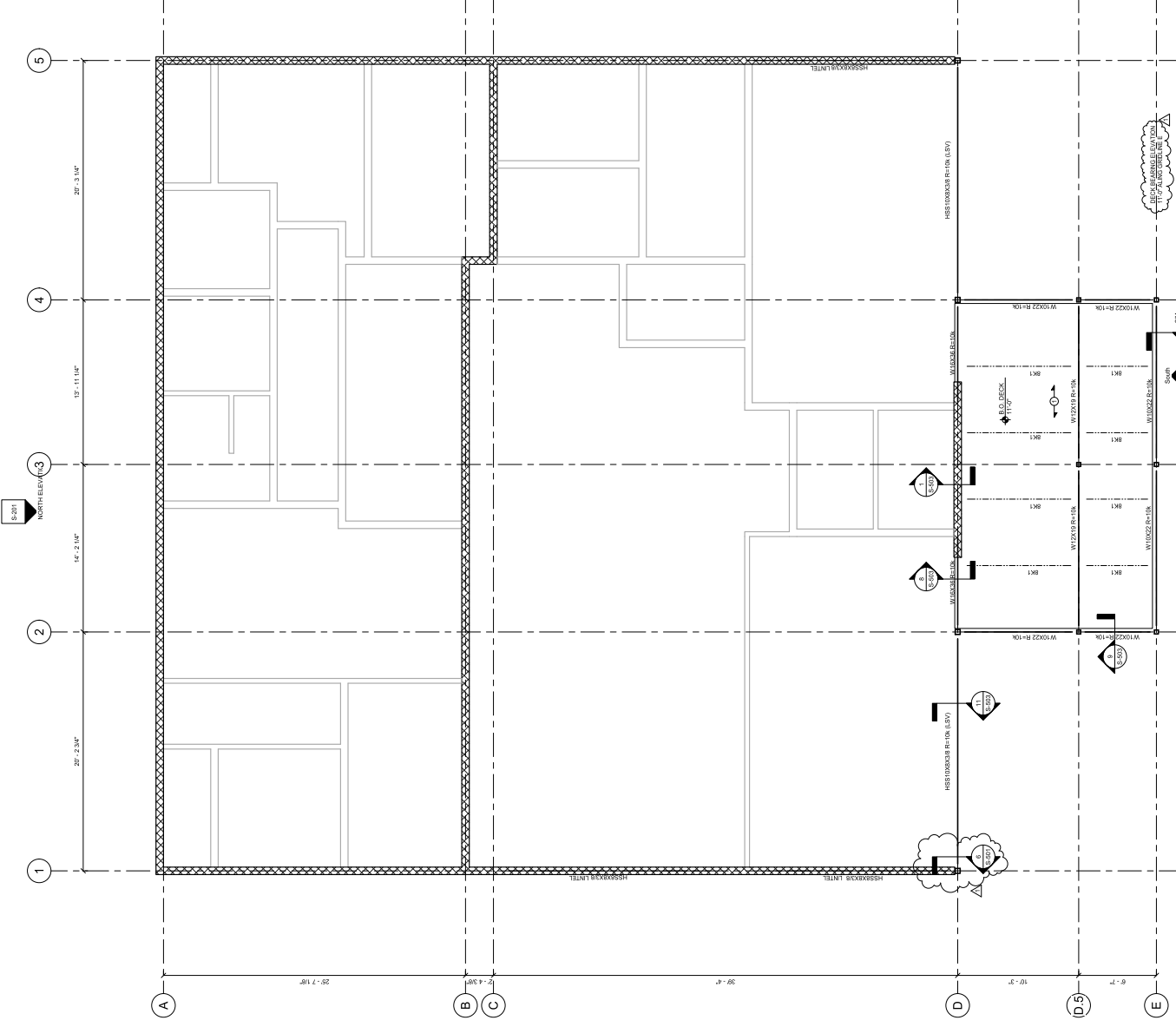
Sheet: 1 of 1, 6/24/2025, Revision: 1, 6/24/2025, Block's Comments

Sheet: 1215324, Project: 100% CONSTRUCTION DOCUMENTS, Drawing: CONSTRUCTION, Project Number: 2023B.00

LOW ROOF FRAMING PLAN

S-111

- ROOF FRAMING NOTES: 1. SEE SHEET S-017 AND S-027 FOR GENERAL NOTES. 2. SEE SHEET S-017 AND FOLLOWING FOR TYPICAL FRAMING DETAILS NOT REFERENCED ON PLAN. 3. SEE ARCHITECTURAL DRAWINGS FOR ALL EDGE-OF-SLAB DIMENSIONS, SLAB DRINKINGS, AND NON-CONCRETE WALL LOCATIONS. 4. SEE SHEET S-017 FOR TYPICAL FRAMING DETAILS NOT REFERENCED ON PLAN. 5. STEEL BEAM LEGS, WELDS, CHG. BEAMS, CHG. JOISTS, AND JOISTS ARE TO BE SPACED WITH MAXIMUM SPACING OF 18" ON CENTER UNLESS OTHERWISE NOTED. 6. ROOF BEAMS AND JOISTS ARE TO BE SPACED WITH MAXIMUM SPACING OF 18" ON CENTER UNLESS OTHERWISE NOTED. 7. WELDS ARE TO BE MADE IN THE SAME BEAM JOIST BEAT AS THE JOIST BEAT DEPTH TO MATCH THE JOIST BEAT DEPTH (TYP). 8. TOP OF STEEL ELEVATIONS ARE RELATIVE TO THE FIRST FLOOR FINISHED SLAB ELEVATION. 9. REFER TO TYPICAL DETAILS FOR BRACING SUPPORT FOR GLAZING WHERE REQUIRED. 10. UNDO OFFSET BEAMS FROM DECK OPENING. 11. REFERENCE TYPICAL DETAILS IN ADDITION TO SECTIONS AND DETAILS ON PLAN. 12. UNDO OFFSET BEAMS FROM DECK OPENING. 13. UNDO OFFSET BEAMS FROM DECK OPENING. 14. UNDO OFFSET BEAMS FROM DECK OPENING. 15. UNDO OFFSET BEAMS FROM DECK OPENING. 16. UNDO OFFSET BEAMS FROM DECK OPENING.



FTY - U.S. CUSTOMS FACILITY

XX Sandy Creek Road Atlanta, GA 30336

Goode Van Slyke Architecture

Architect Goode Van Slyke Architecture, Inc. 409 John Wesley Dobbs Avenue Atlanta, Georgia 30302

Structural Engineer Snyke Consulting 1100 Peachtree Street NE 1100 Colony Square, Suite 2300 Atlanta, Georgia 30361

Mechanical/Plumbing/Electrical Michael Baker International 520 Technology Parkway Norcross, Georgia 30092

Estimating ADE Construction Consultants 1298 Rockbridge Road, Suite A Marietta, Georgia 30067

Key Plan



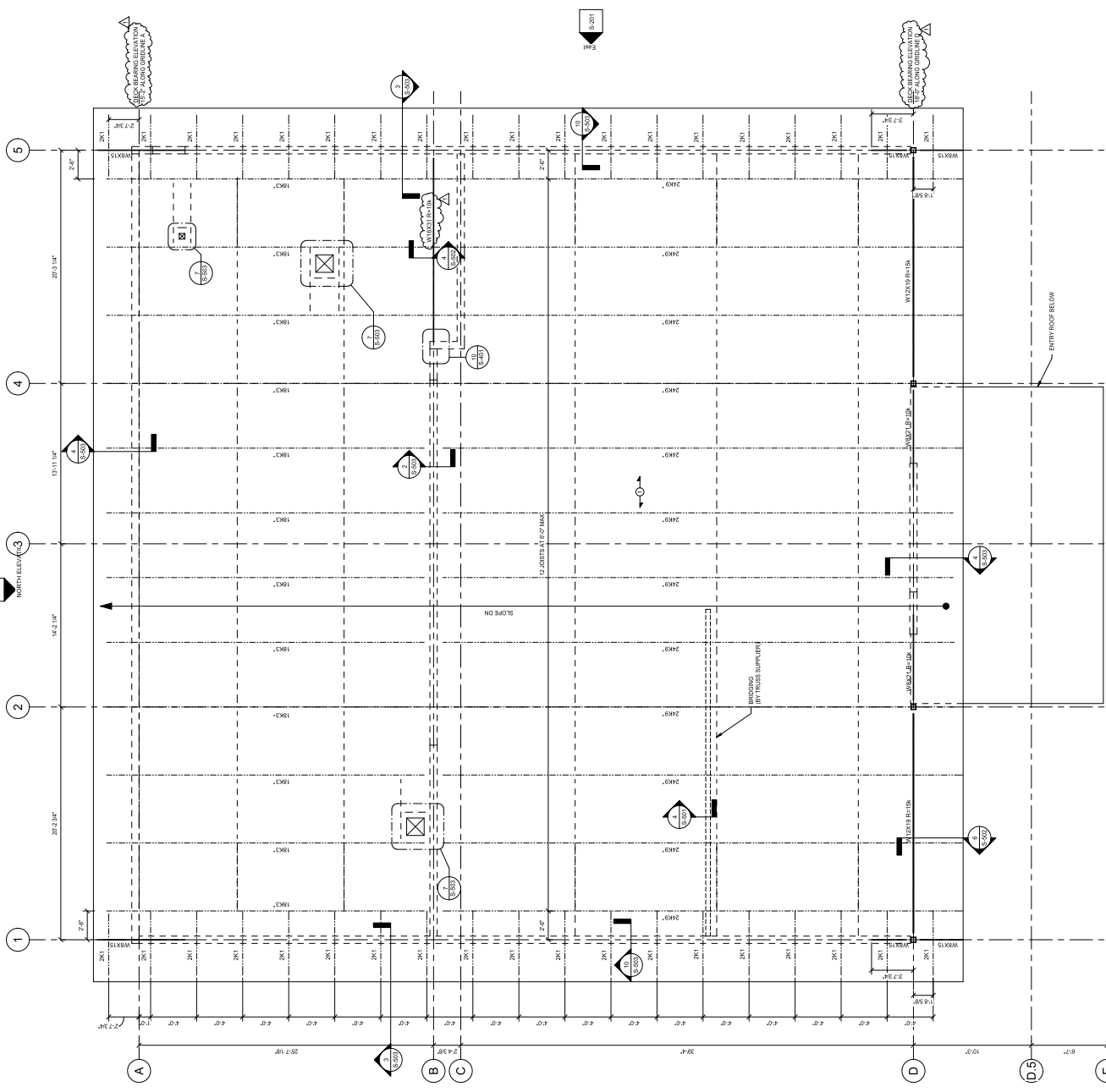
Blake's Comments

12/13/24 100% CONSTRUCTION DOCUMENTS CONSTRUCTION CONSTRUCTION 20239.00

HIGH ROOF FRAMING PLAN

S-121

- ROOF FRAMING NOTES: 1. SEE SHEET S-017 AND S-022 FOR GENERAL NOTES. 2. SEE SHEET S-017 AND FOLLOWING FOR TYPICAL FRAMING DETAILS NOT REFERENCED ON PLAN. 3. SEE ARCHITECTURAL DRAWINGS FOR ALL EDGE-OF-SLAB DIMENSIONS, SLAB DRINKINGS, AND NON-CONCRETE CURB WALL LOCATIONS. 4. SEE SHEET S-017 FOR TYPICAL BRIDGE GIRDERS AND BEAMS. 5. PROVIDE WEIGHT OF ANY SUPPORT ELEMENTS (COLUMNS, GIRDERS, BEAMS, ETC.) TO BE SUPPORTED BY THIS STRUCTURE. 6. STEEL BEAM LEGS, WELDS, CHS, PIPES, ETC. 7. ROOF BEAMS AND JOISTS ARE EQUALLY SPACED WITHIN FRAMING BAYS WITH MAXIMUM SPACING OF 12'-0". 8. WELDS AND JOISTS ARE TO BE MADE IN ACCORDANCE WITH AISC 360-16. 9. PROVIDE CONNECTION FOR 10 kips. 10. REFER TO TYPICAL DETAILS FOR BRIDGE SUPPORT FOR GLUING WHERE REQUIRED. 11. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE IN FEET AND INCHES. 12. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED. 13. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 14. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 15. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED. 16. UNLESS OTHERWISE NOTED, ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.



1 HIGH ROOF PLAN 1/4" = 1'-0"

FTY - U.S. CUSTOMS FACILITY

XX Sandy Creek Road  
Atlanta, GA 30336

Goode  
Van Slyke  
Architecture

**Architect**  
Goode Van Slyke Architecture, Inc.  
408 John Wesley Dobbs Avenue  
Atlanta, Georgia 30302  
404.623.5525

**Chill Engineer**  
Michael Baker International  
520 Technology Parkway  
Norcross, Georgia 30092  
678.996.6542

**Structural Engineer**  
Sykes Consulting Engineers, Inc.  
100 Colony Square, Suite 2300  
Atlanta, Georgia 30361  
404.249.1539

**Mechanical/Plumbing/Electrical**  
Suite 200  
3705 Mansell Road, Mansell One  
Georgia 30222  
770.892.8585

**Estimating**  
ADE Construction Consultants  
6298 Rockbridge Road, Suite A  
Atlanta, Georgia 30307  
770.821.2701

COPYRIGHT © 2025 U.S.A.  
Key Plan

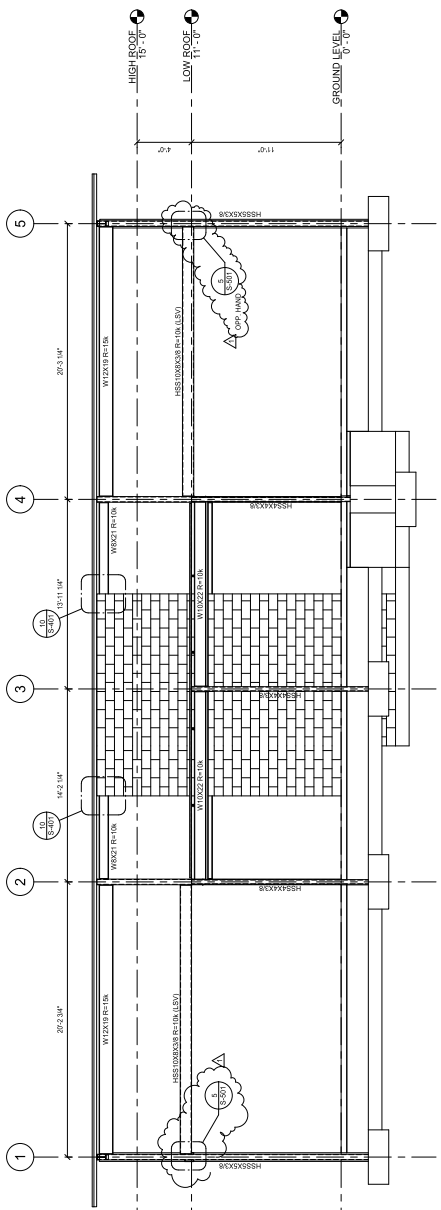


**Professional Engineer**  
ROBERT J. ROBERTS, P.E.  
COMPUTER GENERATED  
EXPIRES DATE: 12/31/25  
1 6/24/2025 Robert Roberts

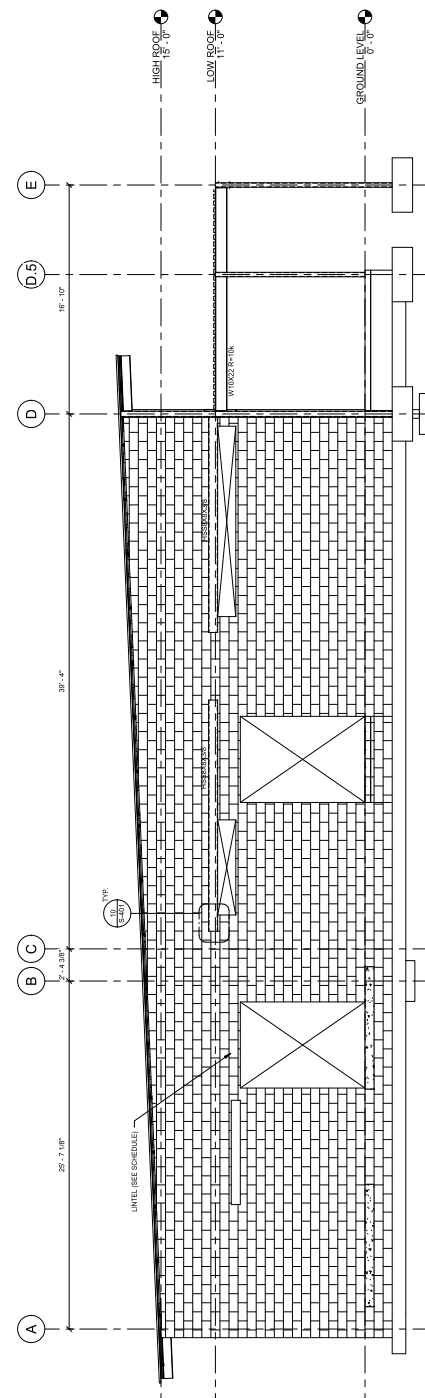
Date: 12/13/24  
Issue: 100% CONSTRUCTION DOCUMENTS  
Prepared by: CONSTRUCTION  
Drawing Number: 22039.00

EXTERIOR ELEVATIONS -  
SOUTH AND WEST

S-202



1 South  
Scale: 1/4" = 1'-0"



2 West  
Scale: 1/4" = 1'-0"

**FTY - U.S. CUSTOMS FACILITY**

XX Sandy Creek Road  
Atlanta, GA 30336

**Goode Van Slyke Architecture**

**Architect**  
Goode Van Slyke Architecture, Inc.  
409 John Wesley Dobbs Avenue  
Atlanta, Georgia 30302  
404.623.5525

**Civil Engineer**  
Michael Baker International  
520 Technology Parkway  
Norcross, Georgia 30092  
678.966.6642

**Structural Engineer**  
Slyke Consulting  
1000 Peachtree Street NE  
100 Colony Square, Suite 2300  
Atlanta, Georgia 30361  
404.249.1538

**Mechanical/Plumbing/Electrical**  
Slyke Consulting  
3700 Mansell Road, Mansell One  
Suite 200  
Norcross, Georgia 30092  
770.892.8585

**Estimating**  
ADE Construction Consultants  
2298 Rockbridge Road, Suite A  
Atlanta, Georgia 30307  
770.821.2711

COMPANY: 02061.DWG  
Key Plan



DATE: 06/05/2025  
1 3/10/2025 CBP Comments  
1 8/24/2025 Block Comments

DATE: 12/13/24  
BASE: 100% CONSTRUCTION DOCUMENTS  
ISSUED FOR: CONSTRUCTION  
PROJECT NUMBER: 20239.00

FINISH SCHEDULE

A-008

**MATERIAL FINISH SCHEDULE**

Material Finish Group	Mark	Material Type	Specification	Manufacturer	Product Line	Color / Pattern / Finish	Size	Material Comments
03. FLOOR FINISH	CC-1	CONCRETE	03.3600		SEALED CONCRETE			
01. FLOOR FINISH	CT-1	CERAMIC TILE	09.3200	DAL TILE		GREY EL32 / MATTE	12" x 24"	
01. FLOOR FINISH	CPT-1	CARPET TILE	09.3500	PRIME				
01. FLOOR FINISH	VCT-1	VINYL COMPOSITION TILE	09.6500	ARMSTRONG FLOORING	PREMIUM EXCELON CROWN TEXTURE	TAUPE 6301T	12" x 12"	
01. FLOOR FINISH	VCT-2	WALLS TATIC VCT	09.6500	ARMSTRONG FLOORING	EXCELON SDI	BEACH 5190	12" x 12"	
01. FLOOR FINISH	VCT-3	ANTISTATIC VCT	09.6500	SHERWIN WILLIAMS	RESU/FLO 3741	TBD		TWO COATS IN LIGHT INDUSTRIAL AREAS; THREE COATS IN HEAVY INDUSTRIAL/HIGH TRAFFIC/IDENTIFICATION SUITE AREAS
01. FLOOR FINISH	EP-1	SEAMLESS EPOXY-RESIN	09.6723					
01. FLOOR FINISH	SE-1	NON-SLIP FLOOR	09.6550					
02. WALL FINISH	PT-1	PAINT	09.9000	SHERWIN WILLIAMS	#7004. SNOWBOUND			
02. WALL FINISH	PT-2	PAINT	09.9000					
02. WALL FINISH	WF-1	CERAMIC TILE	09.3300	SPECIALTY TILE PRODUCTS	DRIFT		3" x 12"	
02. WALL FINISH	WP-1	WALL PROTECTION	09.3600					
02. WALL FINISH	WP-2	WALL PROTECTION	09.3600					
03. WALL BASE	BF-1	RESILIENT BASE	09.6500	ROPPE		SIMPLICITY #601 RUBBER BASE	4" HIGH	
03. WALL BASE	BF-2	INTERIOR TILE BASE	09.6500	DAL TILE		GREY EL32 / MATTE	6" HIGH	
03. WALL BASE	BF-4	INTERIOR TILE BASE	09.6500					
04. GROUT	GR-1	INTERIOR TILE GROUT	09.3000	MAPEI		TBD		
05. CEILING FINISH	ACT-1	ACOUSTICAL CEILING TILE	09.5100	USG	MARS HIGH RCT (R59), SLT	WHITE / GRID D	2' x 2'	TYPE A - PUBLIC CEILING TILE
05. CEILING FINISH	ACT-2	ACOUSTICAL CEILING TILE	09.5100	USG	OLYMPIA MICRO CLIMAPLUS; SLT	WHITE / GRID D	2' x 2'	TYPE B - PRIVATE CEILING TILE
05. CEILING FINISH	ACT-3	ACOUSTICAL CEILING TILE	09.5100	USG	RAIDAR CLIMAPLUS; SLT	WHITE / GRID C	2' x 2'	TYPE C - BOTH CEILING TILE
05. CEILING FINISH	ACT-1	ACOUSTICAL CEILING TILE	09.5100	USG		WHITE	2' x 2'	MAIN CEILING TILE
06. MILLWORK AND SPECIALTY	PL-1	PLASTIC LAMINATE	06.4000					
06. MILLWORK AND SPECIALTY	PL-2	PLASTIC LAMINATE	06.4000					
06. MILLWORK AND SPECIALTY	SS-1	SOLID SURFACE	06.4000					
08. WINDOW TREATMENTS	WS-1	WINDOW TREATMENT	12.2400	DRAPER	ROLLER SHADES	SEE LISTED BY CONTRACTOR FROM STANDARD COLORS, MANUAL / + BLACKOUT IN CONFERENCE ROOMS ONLY		FOR USE ON STOREFRONTS OF PRIVATE OFFICES AND CONFERENCE ROOMS. SEE INTERIOR ELEVATIONS
08. WINDOW TREATMENTS	FW-1	WINDOW FILM	08.8200	3M	FASARA GLASS FINISHES	TBD		

**X-ROOM FINISH SCHEDULE**

Number	Name	Ceiling Finish	Wall Finish	Floor Finish	Base Finish	Comments
SAF-01-01	Pre-Processing Passenger Waiting	PT-1	EP-1	BF-1		
SAF-01-02	CBP Processing Area	PT-1	EP-1	BF-4		
SAF-01-02	CBP Processing Area	PT-1	VCT-2	BF-1		
SAF-01-03	Post-Processing Passenger Waiting	PT-1	CT-1	BF-1		
SAF-01-03	Post-Processing Passenger Waiting	PT-1	BF-1			CERAMIC TILE, PARTIAL HEIGHT, ON WET WALLS
SAF-01-04B	Public Male and Female Restrooms	PT-1 / WF-1	CT-1	BF-2		CERAMIC TILE, PARTIAL HEIGHT, ON WET WALLS
SAF-01-04C	Public Male and Female Restrooms	PT-1 / WF-1	CT-1	BF-2		CERAMIC TILE, PARTIAL HEIGHT, ON WET WALLS
SAF-01-04D	Janitorial Closet	PT-1	CT-1	BF-1		
SAF-01-05	Departures Airside Vestibule	PT-1	CT-1	BF-1		
SAF-01-05	Arrivals Airside Vestibule	PT-1	CT-1	BF-1		
SAF-02-01	Interview Room	PT-1	EP-1	BF-1		
SAF-02-02	Search Room	PT-1	EP-1	BF-4		
SAF-02-03	Hold Room	PT-1	EP-1	BF-4		
SAF-03-01	Agriculture Laboratory and Disposal Room	PT-1 / WF-1	EP-1	BF-4		
SAF-04-01	Corridor	PT-1 / WF-1	VCT-1	BF-2		WASHABLE PAINTING
SAF-04-02	General Office Area	PT-1	VCT-1	BF-2		CERAMIC TILE, PARTIAL HEIGHT, ON WET WALLS
SAF-04-03	Secure Storage Room	PT-1	CC-1	BF-1		
SAF-04-04	Local Area Network (LAN) Room	PT-1	PT-1	BF-1		
SAF-04-05	International Local Area Network (LAN) Room	PT-1	VCT-2	BF-1		
SAF-04-06	General Storage/Jan Room	PT-1	VCT-1	BF-1		
SAF-04-09	Locker Room	PT-1 / WF-1	CT-1	BF-2		CERAMIC TILE, PARTIAL HEIGHT, ON WET WALLS
SAF-04-11	Leadline Support Room	PT-1 / WF-1	VCT-1	BF-1		CERAMIC TILE, PARTIAL HEIGHT, ON WET WALLS
SAF-06-02	Janitorial Closet	PT-1	CT-1	BF-2		
SAF-06-02	Janitorial Closet	PT-1	CT-1	BF-2		
SAF-06-02	Janitorial Closet	PT-1	CC-1	BF-1		
SAF-06-02	Janitorial Closet	PT-1	VCT-1	BF-1		
SAF-06-02	Corridor	PT-1	VCT-1	BF-1		
SAF-06-02	Corridor	PT-1	EP-1	BF-4		

FTY - U.S. CUSTOMS FACILITY

XX Sandy Creek Road  
Atlanta, GA 30336

**Goode  
Van Slyke  
Architecture**

**Architect**  
Goode Van Slyke Architecture, Inc.  
409 John Wesley Dobbs Avenue  
Atlanta, Georgia 30302  
404.623.5525

**Civil Engineer**  
Michael Baker International  
220 Technology Parkway  
Norcross, Georgia 30092  
678.996.6642

**Structural Engineer**  
Sykes Consulting  
1111 North Peachtree Street NE  
110 Colony Square, Suite 2300  
Atlanta, Georgia 30361  
404.249.1536

**Mechanical/Plumbing/Electrical**  
A/E/C Consultants  
3700 Mansell Road, Mansell One  
Suite 200  
Georgia, 30022  
770.892.8585

**Estimating**  
A/E/C Consultants  
2288 Rockbridge Road, Suite A  
Suwanee, Georgia 30086  
770.821.2711

Copyright © 2021 DVA  
Key Plan



**Revisions**  
1 12/13/24  
2 3/16/2025 County Comments  
3 8/24/2025 Blocky Comments

Sheet  
12/13/24  
Issue: DVA CONSTRUCTION DOCUMENTS  
Prepared by  
CONSTRUCTION  
Drawing Number  
24039.00

ROOF PLAN

A-120

ROOF PLAN GENERAL NOTES

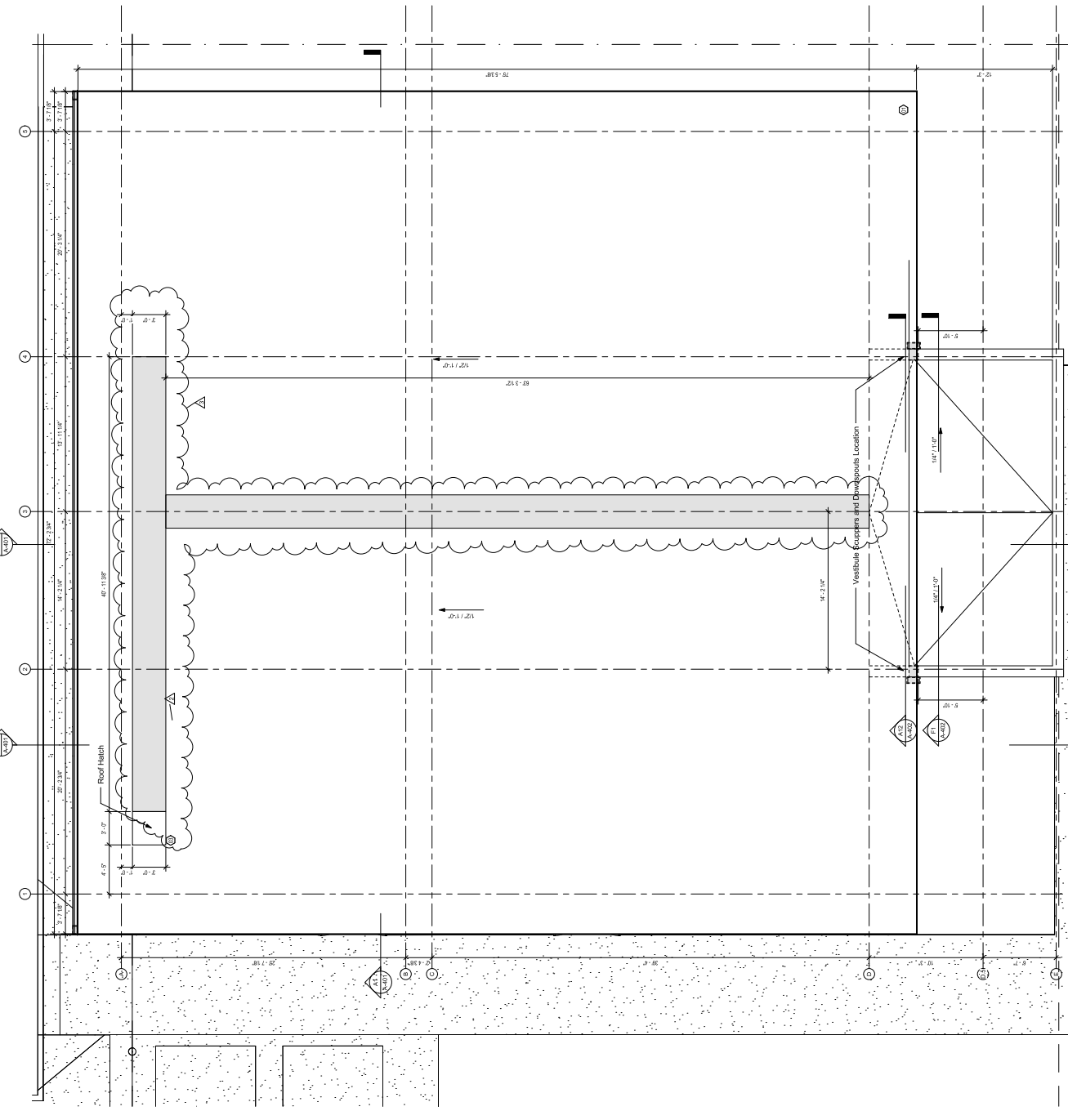
1. MEMBRANE INDICATE DIRECTION OF ROOF SLOPE. HEAD OF DRAINAGE POINTS TOWARD LOWER ELEVATION.
2. FLASHING LOCATIONS ARE INDICATED BY THE PROTECTION LOCATIONS WITH THE DOCUMENTS SEE SHEET P-111, P-112 & M-111 FOR FLASHING OF ROOF PENETRATIONS.
3. RIGID INSULATION SLOPING WITH STRUCTURE TO SYSTEM BAR JOISTS IS SUPPORTING ROOF TO BE SLOPED DOWNSPOUTS THE DIRECTLY INTO STORM WATER AND ENSURE PROPER ROOF DRAINAGE TO SCUPPERS TO NECESSARY MAINTENANCE.
4. PROTECT ROOF WALK PADS TO ALL ROOF-TOP EQUIPMENT TO PROTECT TPO ROOF DURING NECESSARY MAINTENANCE.

ROOF PLAN MATERIAL LEGEND

- 
- 
- 

ROOF PLAN CODED NOTES

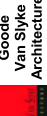
- -
- ROOF MATCH. EXACT LOCATION TO BE COORDINATED WITH JOISTS. SEE PROJECT MANUAL FOR PRODUCT INFORMATION. SEE STRUCTURAL DRAWINGS FOR PRODUCT INFORMATION.



A1 ROOF PLAN  
1/4" = 1'-0"

FTY - U.S. CUSTOMS FACILITY

XX Sandy Creek Road Atlanta, GA 30336



Architect Goode Van Slyke Architecture, Inc. 409 John Wesley Dobbs Avenue Atlanta, Georgia 30302 404.523.5525

Civil Engineer Michael Baker International 520 Technology Parkway Norcross, Georgia 30092 678.966.6642

Structural Engineer SVS Consulting 1000 Peachtree Street NE 100 Colony Square, Suite 2300 Atlanta, Georgia 30361 404.249.1538

Mechanical/Plumbing/Electrical SVS Consulting 1000 Peachtree Street NE 100 Colony Square, Suite 2300 Atlanta, Georgia 30361 404.249.1538

Estimating A/E Construction Consultants 1258 Roxbridge Road, Suite A Atlanta, Georgia 30307 770.821.2711

CEILING PLAN CODED NOTES

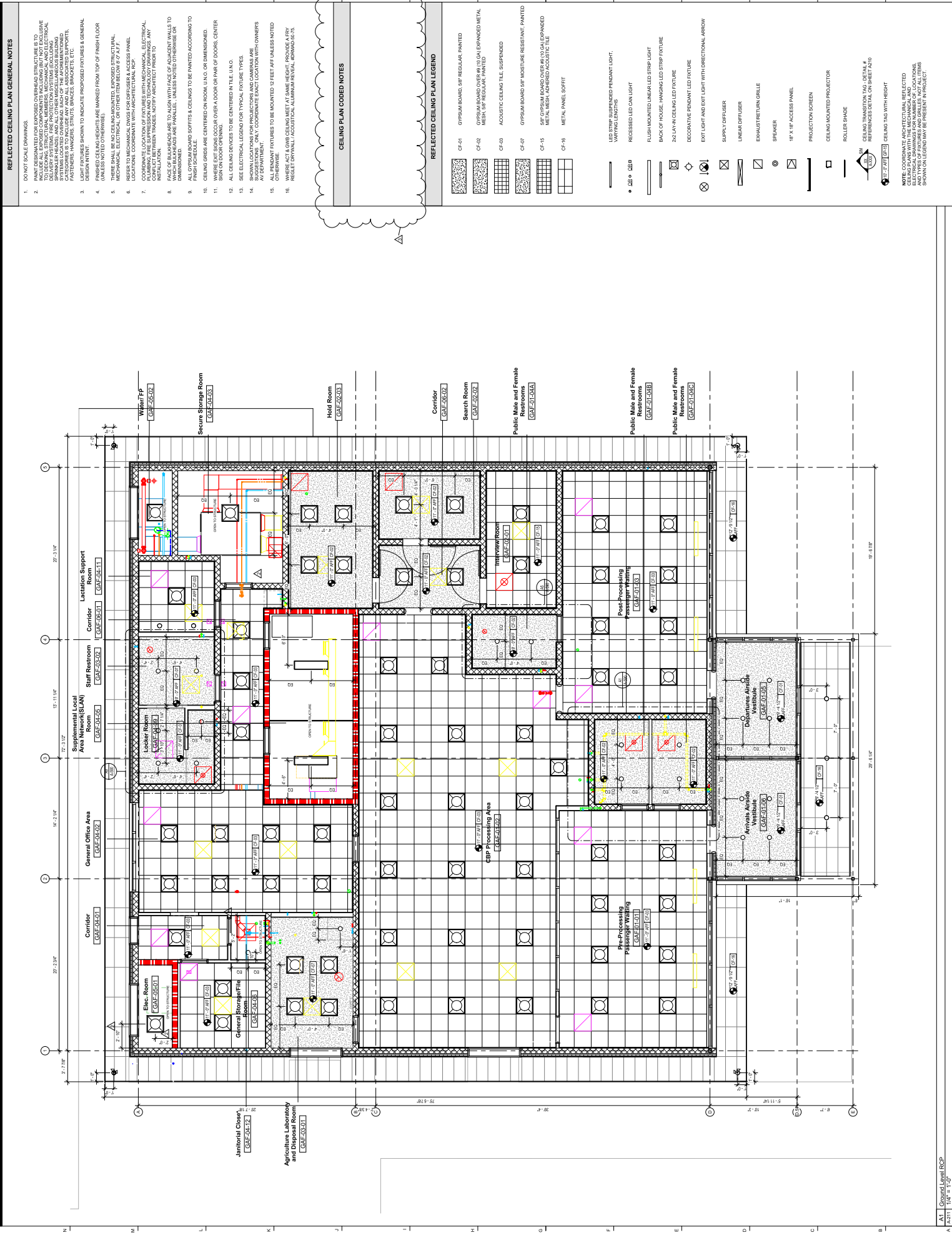
- 1. DO NOT SCALE DRAWINGS.
2. PAINT DESIGNATED FOR EXPOSED OVERHEAD STRUCTURE SET TO INCLUDE...
3. LIGHT FIXTURES SHOWN TO INDICATE PROPOSED FIXTURES & GENERAL...
4. FINISHED CEILING HEIGHTS ARE MARKED FROM TOP OF FINISH FLOOR...
5. THERE SHALL BE NO CEILING MOUNTED EXPOSED STRUCTURAL...
6. REFER TO MECHANICAL SCHEDULES FOR SIZES, SPACING & PANEL...
7. COORDINATE LOCATION OF FIXTURES WITH MECHANICAL, ELECTRICAL...
8. WHICH HALLWAYS ARE FINISHED, UNLESS NOTED OTHERWISE OR...
9. FINISH SCHEDULES. SOFFITS & CEILINGS TO BE PAINTED ACCORDING TO...
10. CEILING GRIDS ARE CENTERED ON ROOM, LIND, OR DIMENSIONED...
11. WHERE EXT SIGNS OCCUR OVER A DOOR OR PAIR OF DOORS, CENTER...
12. ALL CEILING DEVICES TO BE CENTERED IN THE LIND.
13. SEE ELECTRICAL LEGEND FOR TYPICAL FIXTURE TYPES.
14. SHOW LOCATIONS FOR PROJECTORS AND CAMERAS ARE...
15. ALL FINISH FIXTURES TO BE MOUNTED TO FEET AFF UNLESS NOTED...
16. WHERE ACT & DIM CEILING MEET AT SAME HEIGHT, PROVIDE A FRY...
RESULT DRYWALL, ACOUSTICAL ALUMINUM RETICULAR, AFRAMA 9475.

REFLECTED CEILING PLAN LEGEND

Table with 2 columns: Code (CF-01 to CF-16) and Description (e.g., OYPSUM BOARD 3/8" REGULAR, PAINTED; OYPSUM BOARD OVER 3/8" (1/2") EXPANDED METAL; ACOUSTIC CEILING TILE SUSPENDED).

- UNLESS NOTED OTHERWISE, REFLECTED CEILING PLAN LEGEND SHALL APPLY TO ALL AREAS.
RECESSED LED CAN LIGHT
FLUSH MOUNTED LINEAR LED STRIP LIGHT
BACK OF HOUSE, HANGING LED STRIP FIXTURE
2x2 JAY-IN CEILING LED FIXTURE
DECORATIVE PENDANT LED FIXTURE
EXT. LIGHT AND EXT. LIGHT WITH DIRECTIONAL ARROW
SUPPLY DIFFUSER
LINEAR DIFFUSER
EXHAUST FAN GRILLE
SPEAKER
18" X 18" ACCESS PANEL
PROJECTOR SCREEN
CEILING MOUNTED PROJECTOR
ROLLER SHADE
CEILING TRANSITION TAG DETAIL #
CEILING TAG WITH HEIGHT

NOTE: COORDINATE ARCHITECTURAL, REFLECTED CEILING PLAN, MECHANICAL, ELECTRICAL, PLUMBING, AND FIRE PROTECTION DRAWINGS FOR NUMBER OF LOCATIONS. SHOW ON LEGEND MAY BE PRESENT IN PROJECT.



KEY PLAN



DATE: 12/13/24
DRAWN BY: DDK
CHECKED BY: DDK
CONSTRUCTION
PROJECT NUMBER: 20239.00

REFLECTED CEILING PLAN - LEVEL 1

A-211

FTY - U.S. CUSTOMS FACILITY

XX Sandy Creek Road  
Atlanta, GA 30336

**Goode  
Van Slyke  
Architecture**

**Architect**  
Goode Van Slyke Architecture, Inc.  
409 John Wesley Dobbs Avenue  
Atlanta, Georgia 30302  
404.623.5525

**Civil Engineer**  
Michael Baker International  
520 Technology Parkway  
Atlanta, Georgia 30082  
678.966.6542

**Structural Engineer**  
Sykes Consulting  
1000 Peachtree Street NE  
100 Colony Square, Suite 2300  
Atlanta, Georgia 30361  
404.249.1535

**Mechanical/Plumbing/Electrical**  
A/E/C  
3700 Marshall Road, Marshall One  
Suite 200  
Georgia, 30022  
770.992.5585

**Estimating**  
ADE Construction Consultants  
2256 Rockbridge Road, Suite A  
Atlanta, Georgia 30307  
770.821.2711

Key Plan

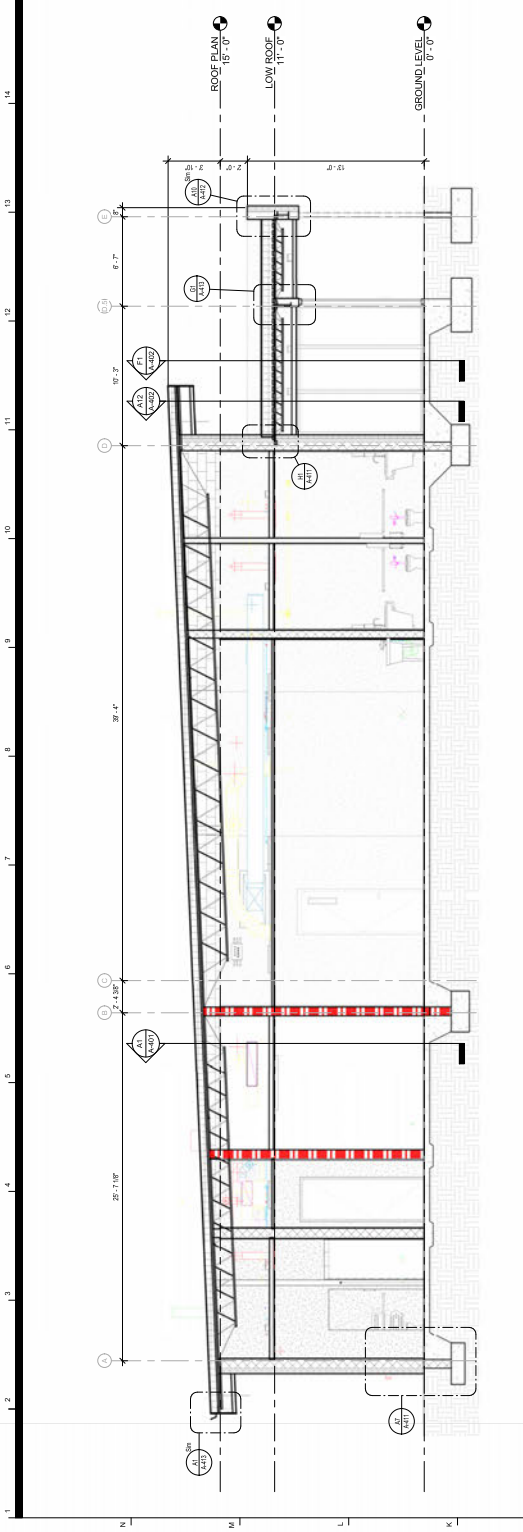
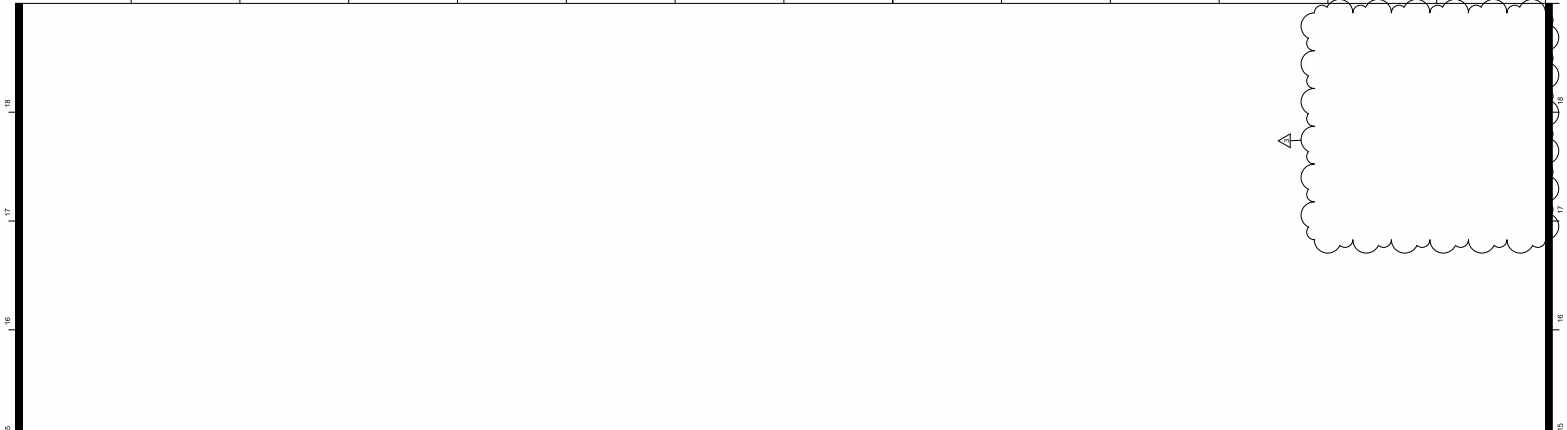


12/13/24  
Issued for CONSTRUCTION  
20239.00

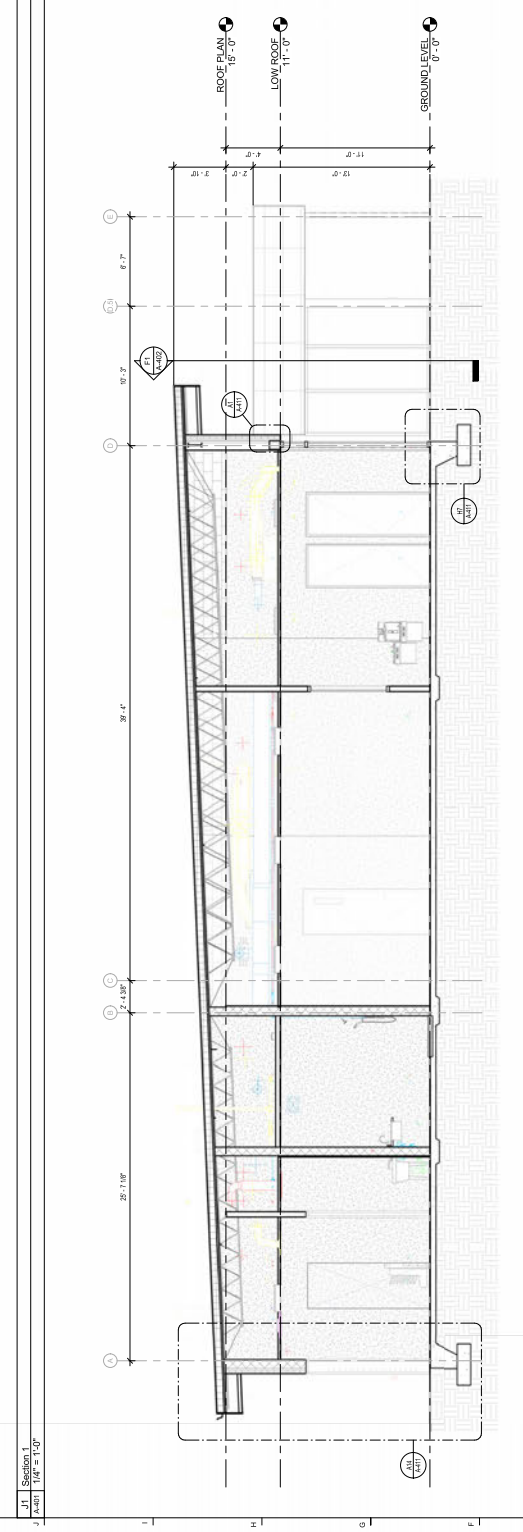
12/13/24  
Issued for CONSTRUCTION  
20239.00

BUILDING SECTIONS -  
LONGITUDINAL

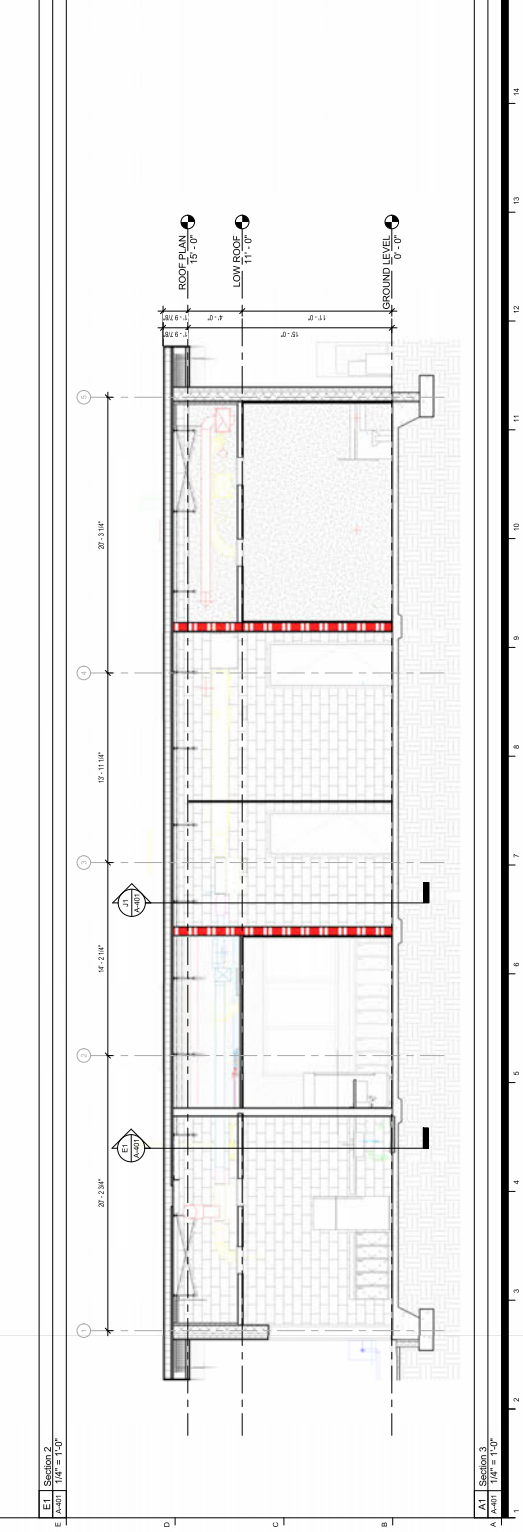
A-401



E-1 Section 1  
1/4" = 1'-0"



E-2 Section 2  
1/4" = 1'-0"



A-1 Section 3  
1/4" = 1'-0"



FTY - U.S. CUSTOMS FACILITY

3965 Aero Drive NW  
Atlanta, GA 30336

**Goode Van Slyke Architecture**

**Architect**  
Goode Van Slyke Architecture, Inc.  
409 John Wesley Dobbs Avenue  
Atlanta, Georgia 30302  
404.523.5525

**Chief Engineer**  
Michael Baker International  
520 Technology Parkway  
Norcross, Georgia 30092  
678.966.6542

**Structural Engineer**  
Slyke Consulting  
100 Colony Square, Suite 2300  
Atlanta, Georgia 30361  
404.249.1536

**Mechanical/Plumbing/Electrical**  
3700 Mansell Road, Mansell One  
Suite 200  
Atlanta, Georgia 30322  
770.892.8585

**Electrical**  
ADE Construction Consultants  
3298 Rosbridge Road, Suite A  
Atlanta, Georgia 30307  
770.821.2711

Key Plan



- Revisions
- 1 07/18/24 10% CONSTRUCTION DOCUMENTS
  - 2 08/01/24 20% CONSTRUCTION DOCUMENTS
  - 3 08/05/24 30% CONSTRUCTION DOCUMENTS
  - 4 08/05/24 40% CONSTRUCTION DOCUMENTS

Issue: 02/10/2025  
Project: IIRCA CONSTRUCTION DOCUMENTS  
Issued by: REVIEW  
Project Number: 202501.00

ELECTRICAL SCHEDULES AND RISER DIAGRAM

E-601

**ELEC - MECHANICAL EQUIPMENT SCHEDULE**

NO.	TYPE	EQUIPMENT	CHARACTERISTICS	VOL TS	PH	O.C.P.	Panel	Circuit Number	FEEDER	CONNECTION TYPE	REMA RKS
85	1	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
86	2	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
87	3	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
88	4	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
89	5	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
90	6	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
91	7	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
92	8	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
93	9	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
94	10	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
95	11	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
96	12	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
97	13	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
98	14	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
99	15	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
100	16	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
101	17	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
102	18	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
103	19	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
104	20	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
105	21	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
106	22	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
107	23	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
108	24	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
109	25	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
110	26	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
111	27	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
112	28	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
113	29	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
114	30	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
115	31	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
116	32	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
117	33	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
118	34	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
119	35	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
120	36	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
121	37	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
122	38	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
123	39	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
124	40	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
125	41	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
126	42	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
127	43	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
128	44	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
129	45	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
130	46	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
131	47	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
132	48	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
133	49	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
134	50	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
135	51	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
136	52	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
137	53	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
138	54	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
139	55	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
140	56	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
141	57	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
142	58	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
143	59	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
144	60	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
145	61	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
146	62	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
147	63	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
148	64	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
149	65	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
150	66	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
151	67	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
152	68	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
153	69	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
154	70	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
155	71	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
156	72	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
157	73	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
158	74	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
159	75	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
160	76	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
161	77	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
162	78	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
163	79	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
164	80	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
165	81	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
166	82	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
167	83	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
168	84	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
169	85	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
170	86	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
171	87	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
172	88	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
173	89	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
174	90	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
175	91	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
176	92	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
177	93	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
178	94	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
179	95	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
180	96	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
181	97	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
182	98	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
183	99	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	
184	100	BRANDS SELECTOR	8.5A	208 V	1	50 A	P1	51.35		X	

**ELEC - LIGHTING FIXTURE SCHEDULE**

TYPE	MTG	DESCRIPTION	MANUFACTURER	CATALOG NO.	LAMPS NO.	TYPE	VOLT	REMARKS
A	1	4' X 4' RECESSED SQUARE DOWNLIGHT	OSRAM	44000000000000000000	1	MR16	120 V	
B	1	4' X 4' RECESSED SQUARE DOWNLIGHT	OSRAM	44000000000000000000	1	MR16	120 V	
C	1	4' X 4' RECESSED SQUARE DOWNLIGHT	OSRAM	44000000000000000000	1	MR16	120 V	
D	1	4' X 4' RECESSED SQUARE DOWNLIGHT	OSRAM	44000000000000000000	1	MR16	120 V	
E	1	4' X 4' RECESSED SQUARE DOWNLIGHT	OSRAM	44000000000000000000	1	MR16	120 V	

# Exhibit H: Purchasing Forms

25ITB082825K-JA  
New Construction US Customs & Border Facility

STATE OF GEORGIA

COUNTY OF FULTON

FORM A: GEORGIA SECURITY AND IMMIGRATION CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services<sup>1</sup> under a contract with [insert name of prime contractor] Ward Humphrey, Inc. on behalf of Fulton County Government has registered with and is participating in a federal work authorization program\*,<sup>2</sup> in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services to this contract with Fulton County Government, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Government at the time the subcontractor(s) is retained to perform such service.

1397770  
EEV/Basic Pilot Program\* User Identification Number

[Signature]  
BY: Authorized Officer of Agent  
(Insert Contractor Name)

President  
Title of Authorized Officer or Agent of Contractor

C. Stanton Ward  
Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me this 21 day of October, 2025

Notary Public: [Signature]

County: Cobb

Commission Expires: 7/11/27



<sup>1</sup>O.C.G.A. § 13-10-90(4), as amended by Senate Bill 160, provides that "physical performance of services" means any performance of labor or services for a public employer (e.g., Fulton County) using a bidding process (e.g., ITB, RFQ, RFP, etc.) or contract wherein the labor or services exceed \$2,499.99, except for those individuals licensed pursuant to title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for service to be rendered by such individual.

<sup>2</sup>[Any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603].

25ITB082825K-JA  
New Construction US Customs & Border Facility

**FORM C2: CONTRACTOR'S GEORGIA GENERAL CONTRACTOR'S LICENSE CERTIFICATION**

Contractor's Name: Ward Humphrey, Inc.

General Contractor's License Number: GCCO006375

Expiration Date of License: 06-30-2026

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 10/21/2025

(ATTACH COPY OF LICENSE)



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
 State Licensing Board for Residential and General Contractors  
 LICENSE NO. GCCO006375

Ward Humphrey Inc  
**Carrie A Myers**  
 531 Roselane Street  
 Suite 750  
 Marietta GA 30060

Qualifying Agent: Michael E Humphrey  
 Qualifying Agent License NO: GCQA006373  
**General Contractor Company**

EXP DATE - 06/30/2026 Status: Active  
 Issue Date: 06/26/2019

US Customs and Border Facility,

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – [www.sos.ga.gov/plb](http://www.sos.ga.gov/plb).

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing  
 237 Coliseum Drive  
 Macon GA 31217  
 Phone: (404) 424-9966  
[www.sos.ga.gov/plb](http://www.sos.ga.gov/plb)

Ward Humphrey Inc  
 531 Roselane Street  
 Suite 750  
 Marietta GA 30060



**STATE OF GEORGIA**  
**BRAD RAFFENSPERGER, Secretary of State**  
 Georgia State Licensing Board for Residential and General Contractors  
 License No. GCCO006375

Ward Humphrey Inc  
**Carrie A Myers**  
 531 Roselane Street  
 Suite 750  
 Marietta GA 30060

Qualifying Agent: Michael E Humphrey  
 Qualifying Agent License NO: GCQA006373  
**General Contractor Company**

EXP DATE - 06/30/2026 Status: Active  
 Issue Date: 06/26/2019

25ITB082825K-JA  
New Construction US Customs & Border Facility

**FORM C3: GEORGIA PROFESSIONAL LICENSE CERTIFICATION**

**NOTE: Please complete this form for the work your firm will perform on this project.**

Contractor's Name: Ward Humphrey, Inc.

Performing work as: Prime Contractor  Sub-Contractor

Professional License Type: Business License

Professional License Number: 00085501

Expiration Date of License: 12/31/2025

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: 

Date: 10/21/2025

**(ATTACH COPY OF LICENSE)**

# City of Marietta Business License and Revenue Division

205 LAWRENCE ST NE \* DRAWER 609 \* MARIETTA GA 30061  
(770) 794-5520



## BUSINESS LICENSE/OCCUPATION TAX CERTIFICATE PLEASE DISPLAY AT ALL TIMES

SUBJECT TO ALL ORDINANCES OF MAYOR AND COUNCIL  
**NOT TRANSFERABLE**

ACCOUNT NUMBER 9948479 1521000

NUMBER 00085501

WARD HUMPHREY INC  
531 ROSELANE ST  
STE 710  
MARIETTA GA 30060-6975

FOR YEAR 2025  
EXPIRATION DATE 12/31/25  
BEGIN OPERATION DATE 1/01/24

**NOTIFY THIS OFFICE OF ANY  
CHANGE OF ADDRESS,  
OWNERSHIP, FIRM NAME, OR  
CLASSIFICATION**

OWNER WARD HUMPHREY INC

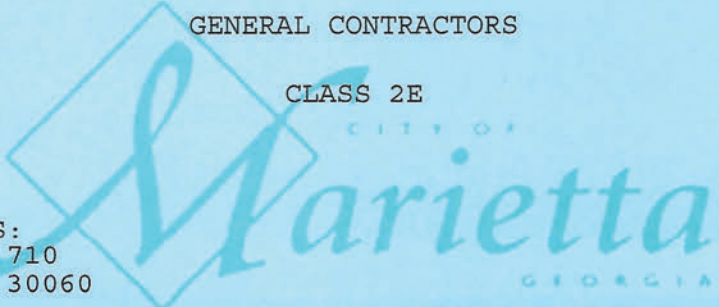
### DESCRIPTION OF SIC CODE

GENERAL CONTRACTORS

\$ 4618.00

CLASS 2E

BUSINESS ADDRESS:  
531 ROSELANE ST 710  
MARIETTA GA 30060



TAX \$ 4618.00

PENALTY \$ .00

TOTAL \$ 4618.00

DATE PAID 2/04/25

SIGNED

*Kimberly Robinson*  
\_\_\_\_\_  
Kimberly Robinson

**FORM D: DISCLOSURE FORM AND QUESTIONNAIRE**

1. Please provide the names and business addresses of each of the Offeror's firm's officers and directors.

For the purposes of this form, the term "Offeror" means an entity that responds to a solicitation for a County contract by either submitting a proposal in response to a Request for Proposal or a Request for Qualification or a Bid in response to an Invitation to Bid. Describe accurately, fully and completely, their respective relationships with said Offeror, including their ownership interests and their anticipated role in the management and operations of said Offeror.

C. Stanton Ward, President, 531 Roselane Street, Suite 710, Marietta, GA 30060  
Michael Humphrey, Vice President, 531 Roselane Street, Suite 710, Marietta, GA 30060  
Carrie Myers, Secretary, 531 Roselane Street, Suite 710, Marietta, GA 30060

2. Please describe the general development of said Offeror's business during the past five (5) years, or such shorter period of time that said Offeror has been in business.

Ward-Humphrey is an S-Corp domiciled in Marietta, Georgia since 2019.

Ward-Humphrey has a dedicated team of experienced project professionals that work on critical schedule projects daily.

We only hire proven subcontractors that ensure a high level of quality for each project.

Our three primary metrics to make this project successful are Speed, Quality, and Exceptional Communication.

These metrics are carried out by our processes and procedures. Below are a few examples that will help achieve the key metrics on this project.

3. Please state whether any employee, agent or representative of said Offeror who is or will be directly involved in the subject project has or has ever: (i) directly or indirectly had a business relationship with Fulton County; (ii) directly or indirectly received revenues from Fulton County; or (iii) directly or indirectly receives revenues from the result of conducting business on Fulton County property or pursuant to any contract with Fulton County. Please describe in detail any such relationship.

Ward Humphrey nor any employee or officer has ever been directly involved or had a relationship nor received revenue from Fulton County.

**LITIGATION DISCLOSURE:**

Failure to fully and truthfully disclose the information required, may result in the disqualification of your bid or proposal from consideration or termination of the Contract, once awarded.

1. Please state whether any of the following events have occurred in the last five (5) years with respect to said Offeror. If any answer is yes, explain fully the following:

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

Circle One: YES  NO

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

Circle One: YES  NO

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

Circle One: YES  NO

2. Have you or any member of your firm or team to be assigned to this engagement ever been indicted or convicted of a criminal offense within the last five (5) years?

Circle One: YES  NO

3. Have you or any member of your firm or team been terminated (for cause or otherwise) from any work being performed for Fulton County or any other Federal, State or Local Government?

Circle One: YES  NO

4. Have you or any member of your firm or team been involved in any claim or litigation adverse to Fulton County or any other federal, state or local government, or private entity during the last three (3) years?

Circle One: YES  NO

5. Has any offeror, member of offeror's team, or officer of any of them (with respect to any matter involving the business practices or activities of his or her employer), been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding?

Circle One:                    YES                     NO

If you have answered "YES" to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your proposal.

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

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

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

[SIGNATURES ON NEXT PAGE]

25ITB082825K-JA  
New Construction US Customs & Border Facility

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

On this 21 day of October, 2025

Ward Humphrey, Inc. 10/21/25  
(Legal Name of Proponent) (Date)

[Signature] 10/21/25  
(Signature of Authorized Representative) (Date)

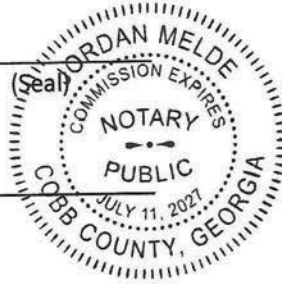
President  
(Title)

Sworn to and subscribed before me,

This 21 day of October, 2025

[Signature]  
(Notary Public)

Commission Expires 7/11/27  
(Date)



# Exhibit I:

## Office of Contract Compliance

*There is no DBE contract goal for this project; any advertised goals have been amended to zero percent.*

**(U.S. Department of Transportation, DBE Interim Final Rule, 10-3-25)**

# Exhibit J:

## Risk Management Insurance Forms

**SECTION 5**

**INSURANCE AND RISK MANAGEMENT PROVISIONS**

**Insurance and Risk Management Provisions**

**US Customs and Border Facility FULCO Executive Airport**

The following is the minimum insurance and limits that the Contractor/Vendor must maintain. If the Contractor/Vendor maintains higher limits than the minimum shown below, Fulton County Government requires and shall be entitled to coverage for the higher limits maintained by the Contractor/Vendor.

It is Fulton County Government’s practice to obtain Certificates of Insurance from our Contractors and Vendors. Insurance must be written by a licensed agent in a company licensed to write insurance in the State of Georgia, with an A.M. Best rating of at least A- VI, subject to final approval by Fulton County. Respondents shall submit with the bid/proposal evidence of insurability satisfactory to Fulton County Government as to form and content. Either of the following forms of evidence is acceptable:

- A letter from an insurance carrier stating that upon your firm/company being the successful Bidder/Respondent that a Certificate of Insurance shall be issued in compliance with the Insurance and Risk Management Provisions outlined below.
- A Certificate of Insurance complying with the Insurance and Risk Management Provisions outlined below (Request for Bid/Proposal number and Project Name, Number and Description must appear on the Certificate of Insurance).
- A combination of a specific policy written with an umbrella policy covering liabilities in excess of the required limits is acceptable to achieve the applicable insurance coverage levels.

Any and all Insurance Coverage(s) and Bonds required under the terms and conditions of the contract shall be maintained during the entire length of the contract, including any extensions or renewals thereto, and until all work has been completed to the satisfaction of Fulton County Government. Evidence of said insurance coverages shall be provided on or before the inception date of the Contract.

**Accordingly the Respondent shall provide a certificate evidencing the following:**

1. **WORKERS COMPENSATION/EMPLOYER’S LIABILITY INSURANCE – STATUTORY (In compliance with the Georgia Workers Compensation Acts, including but not limited to U.S. Longshoremen and Harbor Workers Act and any other State or Federal Acts or Provisions in which jurisdiction may be granted)**

Employer’s Liability Insurance	BY ACCIDENT	EACH ACCIDENT	\$500,000
Employer’s Liability Insurance	BY DISEASE	POLICY LIMIT	\$500,000
Employer’s Liability Insurance	BY DISEASE	EACH EMPLOYEE	\$500,000

2. **COMMERCIAL GENERAL LIABILITY INSURANCE (Including contractual Liability Insurance)**

Bodily Injury and Property Damage Liability	Each Occurrence	\$1,000,000	
(Other than Products/Completed Operations)	General Aggregate		\$2,
Products\Completed Operation	Aggregate Limit	\$2,000,000	
Personal and Advertising Injury	Limits		\$1,000,000
Damage to Rented Premises	Limits	\$100,000	

3. **BUSINESS AUTOMOBILE LIABILITY INSURANCE**

<b>Bodily Injury &amp; Property Damage</b>	Each Occurrence	\$1,000,000
(Including operation of non-owned, owned, and hired automobiles).		

4. **UMBRELLA LIABILITY** Per Occurrence/Aggregate \$3,000,000  
(In excess of above noted coverage)
5. **DESIGN/BUILD LIABILITY** Per Occurrence \$3,000,000  
*May be required applicable to work being performed.*  
*\*Or by endorsement to General Liability Policy for sudden and accidental*
6. **BUILDERS RISK** - Contractor shall purchase policy to cover the contract amount of the project on an all-risk basis with a deductible not to exceed \$2,500. Bonds - the bidder to whom award is made shall submit a Performance and Payment Bond, both in amount of one-hundred percent (100%) of the contract price before starting work and within 14 (fourteen) days after contract award. Bonding company/Surety shall be rated "A" or better in current Key Rating Guide as issued by A.M. Best Company, Oldwick, NJ and shall be licensed to do business in the State of Georgia.

#### **Certificates of Insurance**

Contractor/Vendor shall provide written notice to Fulton County Government immediately if it becomes aware of or receives notice from any insurance company that coverage afforded under such policy or policies shall expire, be cancelled or altered. Certificates of Insurance are to list Fulton County Government, Its Officials, Officers and Employees as an Additional Insured (except for Workers' Compensation), using ISO Additional Insured Endorsement form CG 2010 (11/85 version), its' equivalent or on a blanket basis.

The Contractor/Vendor insurance shall apply as Primary Insurance before any other insurance or self- insurance, including any deductible, non-contributory, and Waiver of Subrogation provided in favor of Fulton County Government.

If Fulton County Government shall so request, the Contractor/Vendor shall furnish the County for its inspection and approval such policies of insurance with all endorsements, or confirmed specimens thereof certified by the insurance company to be true and correct copies.

Additional Insured under the General Liability, Auto Liability, Umbrella Policies (with exception of Workers Compensation and Professional Liability), with no Cross Suits exclusion.

Such certificates and notices **must** identify the "Certificate Holder" as follows:

Fulton County Government – Purchasing and Contract Compliance Department 130  
Peachtree Street, S.W.  
Suite 1168  
Atlanta, Georgia 30303-3459 Certificates

**must** list Project Name (where applicable).

#### **Important:**

The obligations for the Contractor/Vendor to procure and maintain insurance shall not be constructed to waive or restrict other obligations. It is understood that neither failure to comply nor full compliance with the foregoing insurance requirements shall limit or relieve the Contractor/Vendor from any liability incurred as a result of their activities/operations in conjunction with the Contract and/or Scope of Work.

#### **USE OF PREMISES**

Contractor/Vendor shall confine its apparatus, the storage of materials and the operations of its workers to limits/requirements indicated by law, ordinance, permits and any restrictions of Fulton County Government and shall not unreasonably encumber the premises with its materials (Where applicable).

#### **INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

Professional Services Indemnification. With respect to liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments that arise or are alleged to arise out of the Consultant/Contractor's acts, errors, or omissions in the performance of professional services, the Consultant/Contractor shall indemnify, release, and hold harmless Fulton County, its Commissioners and their respective officers, members, employees and agents (each, hereinafter referred to as an "Indemnified Person"), from and against liability, damages, costs, expenses (including reasonable attorney's fees and expenses incurred by any of them), claims, suits and judgments only to the extent such liability is caused by the negligence of the Consultant/Contractor in the delivery of the Work under this Agreement, but such indemnity is limited to those liabilities caused by a Negligent Professional Act, as defined below. This indemnification survives the termination of this Agreement and shall also survive the dissolution or to the extent allowed by law, the bankruptcy of Consultant/Contractor.

For the purposes of the Professional Services Indemnity above, a "Negligent Professional Act" means a negligent act, error, or omission in the performance of Professional Services (or by any person or entity, including joint ventures, for whom Consultant/Contractor is liable) that causes liability and fails to meet the applicable professional standard of care, skill and ability under similar conditions and like surrounding circumstances, as is ordinarily employed by others in their profession.

Consultant/Contractor obligation to indemnify and hold harmless, as set forth hereinabove, shall also include, but is not limited to, any matter arising out of any actual or alleged infringement of any patent, trademark, copyright, or service mark, or other actual or alleged unfair competition disparagement of product or service, or other tort or any type whatsoever, or any actual or alleged violation of trade regulations.

Consultant/Contractor further agrees to indemnify and hold harmless Fulton County, its Commissioners, officers, employees, subcontractors, successors, assigns and agents from and against any and all claims or liability for compensation under the Worker's Compensation Act, Disability Benefits Act, or any other employee benefits act arising out of injuries sustained by any employees of Consultant/Contractor. These indemnities shall not be limited by reason of the listing of any insurance coverage.

#### **PROTECTION OF PROPERTY**

Contractor/Vendor will adequately protect its own work from damage, will protect Fulton County Government's property from damage or loss and will take all necessary precautions during the progress of the work to protect all persons and the property of others from damage or loss.

Contractor/Vendor shall take all necessary precautions for the safety of employees of the work and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the premises where work is being performed.

Contractor/Vendor shall erect and properly maintain at all times as required by the conditions and progress of the work, all necessary safeguards for the protection of its employees, Fulton County Government employees and the public and shall post all applicable signage and other warning devices to protect against potential hazards for the work being performed (Where applicable).

CONTRACTOR/VENDOR ACKNOWLEDGES HAVING READ, UNDERSTANDING, AND AGREEING TO COMPLY WITH THE AFOREMENTIONED STATEMENTS, AND THE REPRESENTATIVE OF THE

25ITB082825K-JA  
US Customs & Border Facility

---

CONTRACTOR/VENDOR IDENTIFIED BELOW IS AUTHORIZED TO SIGN CONTRACTS ON BEHALF OF THE RESPONDING CONTRACTOR/VENDOR.

COMPANY: Ward Humphrey, Inc.

SIGNATURE: 

NAME: C. Stanton Ward

TITLE: President

DATE: 10/21/2025



BOND NO.: BD7901305715

PAYMENT BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means 25ITB082825K-JA New Construction US Customs & Border Facility - FULCO Executive Airport

"Principal:" (Legal Name and Business Address),

[Ward Humphrey, Inc. (hereinafter called the "Principal")]

531 Roselane Street, Suite 710

Marietta, GA 30060

Type of Organization ("X" one):

- Individual
- Partnership
- Joint Venture
- Corporation

"Surety:" (Name and Business Address)

Nationwide Mutual Insurance Company

1100 Locust Street, Dept 2007, Des Moines, IA 50391-2007

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

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

"Penal Sum:" [100% of contract amount] ~~\$5,117,347.18~~ **Five Million One Hundred Seventeen Thousand Three Hundred Forty Seven Dollars and 18/100**

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

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall promptly make payment of all persons working on or supplying labor or materials or equipment for the performance of said work, this obligation shall be void; otherwise of full force and effect.

1. A "Claimant" shall be defined herein as any subcontractor, person, party, partnership, corporation or the entity furnishing labor, services or materials used, or reasonably required for use, in the performance of the Contract, without regard to whether such labor, services or materials were sold, leased or rented, and without regard to whether such Claimant is or is not in privity of contract with the Principal or any subcontractor performing work on the Project, including, but not limited to, the following labor, services, or materials: water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. In the event a Claimant files a lien against the property of the Owner, and the Principal fails or refuses to satisfy or remove it promptly, the Surety shall satisfy or remove the lien promptly upon written notice from the Owner, either by bond or as otherwise provided in the Contract.
3. The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in the payment terms, and any other amendments in or about the Contract and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and amendments.
4. The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment or modifications to the Contract, so as to bind the Principal and Surety, jointly and severally, to the full payment of any Claimant under the Contract, as amended or modified, provided only that the Surety shall not be liable for more than the penal sum of the Bond, as specified in the first paragraph hereof.
5. This Bond is made for the use and benefit of all persons, firms, and corporations who or which may furnish any materials or perform any labor for or on account of the construction-type services to be performed or supplied under the Contract, and any amendments thereto, and they and each of them may sue hereon.
6. No action may be maintained on this Bond after one (1) year from the date the last services, labor, or materials were provided under the Contract by the Claimant prosecuting said action.
7. This Bond is intended to comply with O.C.G.A. Section 13-10-1, and shall be interpreted so as to comply with the minimum requirements thereof. However, in the event the express language of this Bond extends protection to the Owner beyond that contemplated by O.C.G.A. Section 13-10-1 and 36-91-1, *et seq.*, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

IN WITNESS WHEREOF, the Principal and Surety have hereunto affixed their corporate seals and caused this obligations to be signed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

PRINCIPAL: Ward Humphrey, Inc.

*C. Stanton Ward*  
President/Vice President (Sign)

C. Stanton Ward  
President/Vice President (Type or Print)

Attested to by:  
*Margot Huth*  
Secretary/Assistant Secretary (Seal)



SURETY: Nationwide Mutual Insurance Company

By: *Linda Adams Roberts*  
Attorney-in-Fact (Sign)

Linda Adams Roberts  
Attorney-in-Fact (Type or Print)

*Tiffany Soto*  
Surety Account Manager (Seal)      Tiffany Soto



Bond Number:  
BD701305715

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
ANNETTE WISONG; EDWARD P MOONEY; HALEY D RHOADS; JOSEPH R WILLIAMS; LINDA ADAMS ROBERTS; SARAH HANCOCK; TIFFANY SOTO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Kam  
Notary Public, State of Ohio  
No. 2018-RE-719796  
Commission Expires July 7, 2028

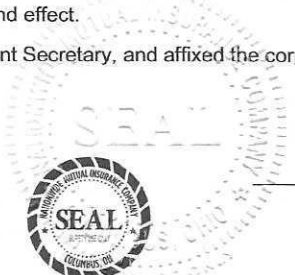
Notary Public  
My Commission Expires  
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this \_\_\_\_\_ day of \_\_\_\_\_,

\_\_\_\_\_



Assistant Secretary

25ITB082825K-JA

BOND NO.: BD7901305715

New Construction US Customs & Border Facility

PERFORMANCE BOND

"County:" means Fulton County Government; a political subdivision of the State of Georgia (hereinafter called the "Owner").

"Project:" means [25ITB082825K-JA New Construction US Customs & Border Facility - FULCO Executive Airport ]

"Principal:" (Legal Name and Business Address),

[Ward Humphrey, Inc.(hereinafter called the "Principal")]

531 Roselane Street, Suite 710

Marietta, GA 30060

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

"Surety:" (Name and Business Address)

Nationwide Mutual Insurance Company

1100 Locust Street, Dept 2007, Des Moines, IA 50391-2007

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

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

"Penal Sum:" [100% of contract amount] \$5,117,347.18 Five Million One Hundred Seventeen Thousand Three Hundred Forty Seven Dollars and 18/100

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

WHEREAS, the Principal and the Owner entered into a certain written Contract identified above, which is incorporated herein by reference in its entirety (hereinafter called the "Contract"), for construction-type services for the Project 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 Contract, including any and all duly authorized modifications of such Contract, within the original term of such Contract 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 of one year beyond completion of said Contract, this obligation shall be void; otherwise, of full force and effect.

Whenever the Principal shall be, and declared by the Owner to be, in default under the Construction-Type Contract, the Surety shall promptly remedy the default as follows:

- 1. Complete the Contract in accordance with its terms and conditions; or, at the sole option of the Owner,

25ITB082825K-JA

**New Construction US Customs & Border Facility**

---

2. Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Surety and the Owner of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as the work progresses (even though there should be a default or succession of defaults under the Contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the penal sum set forth in the first paragraph hereof, as may be adjusted, and the Surety shall make available and pay to the Owner the funds required by this Paragraph prior to the payment of the Owner of the balance of the contract price, or any portion thereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by the Owner to the Contractor under the Contract, and any amendments thereto, less the amount paid by the Owner to the Contractor; or, at the sole option of the Owner,
3. Allow Owner to complete the work and reimburse the Owner for all reasonable costs incurred in completing the work.

In addition to performing as required in the above paragraphs, the Surety shall indemnify and hold harmless the Owner from any and all losses, liability and damages, claims, judgments, liens, costs and fees of every description, including reasonable attorney's fees, litigation costs and expert witness fees, which the Owner may incur, sustain or suffer by reason of the failure or default on the part of the Principal in the performance of any or all of the terms, provisions, and requirements of the Contract, including any and all amendments and modifications thereto, or incurred by the Owner in making good any such failure of performance on the part of the Principal.

The Surety shall commence performance of its obligations and undertakings under this Bond promptly and without delay, after written notice from the Owner to the Surety.

The Surety hereby waives notice of any and all modifications, omissions, additions, changes, alterations, extensions of time, changes in payment terms, and any other amendments in or about the Contract, and agrees that the obligations undertaken by this Bond shall not be impaired in any manner by reason of any such modifications, omissions, additions, changes, alterations, extensions of time, change in payment terms, and amendments.

The Surety hereby agrees that this Bond shall be deemed amended automatically and immediately, without formal or separate amendments hereto, upon any amendment to the Contract, so as to bind the Principal and the Surety to the full and faithful performance of the Contract as so amended or modified, and so as to increase the penal sum to the adjusted Contract Price of the Contract.

No right of action shall accrue on this Bond to or for the use of any person, entity or corporation other than the Owner and any other obligee named herein, or their executors, administrators, successors or assigns.

This Bond is intended to comply with O.C.G.A. Section 36-91-1 et seq., and shall be interpreted so; as to comply with; the minimum requirements thereof. However, in the event the express language of this Bond extends protection to; the Owner beyond that contemplated by O.C.G.A. Section 36-91-1 et seq. and O.C.G.A. Section 13-10-1, as amended, or any other statutory law applicable to this Project, then the additional protection shall be enforced in favor of the Owner, whether or not such protection is found in the applicable statutes.

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

PRINCIPAL: Ward Humphrey, Inc.

C. Stanton Ward  
\_\_\_\_\_  
President/Vice President (Sign)

C. Stanton Ward  
\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

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



SURETY: Nationwide Mutual Insurance Company

By: Linda Adams Roberts  
\_\_\_\_\_  
Attorney-in-Fact (Sign)

Linda Adams Roberts  
\_\_\_\_\_  
Attorney-in-Fact (Type or Print)



END OF SECTION

Bond Number:  
BD701305715

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:  
ANNETTE WISONG; EDWARD P MOONEY; HALEY D RHOADS; JOSEPH R WILLIAMS; LINDA ADAMS ROBERTS; SARAH HANCOCK; TIFFANY SOTO

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.

Antonio C. Albanese, **Vice President** of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn  
Notary Public, State of Ohio  
No. 2018-RE-719796  
Commission Expires July 7, 2028

Notary Public  
My Commission Expires  
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this \_\_\_\_\_ day of \_\_\_\_\_.



Assistant Secretary



## COMMENTS/REMARKS

The following applies where required by written contract:

Certificate Holder and any applicable entities in the contract are included as an Additional Insured on the General Liability policy as per forms CG7324.

Waiver of Subrogation is in place in favor of Additional Insured for General Liability as per form CG7049.

General Liability coverage provided for Additional Insured is primary and non-contributory with respect to any similar insurance held by the Additional Insured to the extent provided per form CG7049.

Certificate Holder and any applicable entities in the contract are included as an Additional Insured on the Auto Liability policy as per form CA7115.

Waiver of Subrogation is in place in favor of Additional Insured for Auto Liability as per form CA7115.

Auto Liability coverage provided for Additional Insured is primary and non-contributory with respect to any similar insurance held by the Additional Insured to the extent provided per form CA7165.

Waiver of Subrogation is in place in favor of Certificate Holder and any applicable entities in the contract for Workers Compensation as per form WC00.

Umbrella policy is follow-form and excess of General Liability, Auto Liability and Employers Liability subject to terms and provisions within policy.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTOR’S BLANKET FLEX ADDITIONAL INSURED  
ENDORSEMENT – FORM A**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

<b>Policy Number</b> 1955630	<b>Agency Number</b> 0805520	<b>Policy Effective Date</b> 04/01/2026
<b>Policy Expiration Date</b> 04/01/2027	<b>Date</b> 04/01/2026	<b>Account Number</b> 30019371
<b>Named Insured</b> WARD HUMPHREY, INC.	<b>Agency</b> STERLING SEACREST PRITCHARD, INC. - ATLANTA	<b>Issuing Company</b> AMERISURE INSURANCE COMPANY

**A. SECTION II - WHO IS AN INSURED** is amended to add as an additional insured:

1. Any person or organization with whom you have agreed in a “written agreement” that such person or organization be added as an additional insured on this policy, and any other person or organization you are required to add as an additional insured under such “written agreement”.
2. If “your work” began under a written letter of intent or written work order, any person or organization who issued the written letter of intent or written work order, but:
  - a. such coverage will apply only for 30 calendar days following the date the written letter of intent or written work order was issued; and
  - b. the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the written letter of intent or written work order. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

For the purposes of the coverage provided by this endorsement, a “written agreement” means a written contract or written agreement that:

1. requires you to include a person or organization as an additional insured for a period of time during the policy period; and
2. is executed prior to the occurrence of “bodily injury”, “property damage”, or “personal and advertising injury” that forms the basis for a claim under this policy.

The insurance provided by this endorsement does not apply to any person or organization that is specifically listed as an additional insured on another endorsement attached to this policy.

**B.** The coverage provided to any person or organization added as an additional insured pursuant to Paragraph **A.1** is limited as follows:

1. If the “written agreement” specifically and exclusively requires you to name the person or organization as an additional insured using the ISO CG 20 10 endorsement with edition dates of 11 85 or 10 01, or the ISO CG 20 37 10 01 endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of “your work” for that insured by or for you.
2. If the “written agreement” requires you to name the person or organization as an additional insured using the ISO CG 20 10 and or CG 20 37 endorsements without specifically and exclusively requiring the 11 85 or 10 01 edition dates, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf.
3. If the “written agreement” requires you to name the person or organization as an additional insured for operations arising out of your work and does not specify an ISO additional insured endorsement, that person or organization is an additional insured, but only with respect to liability for “bodily injury”, “property damage”, or “personal and advertising injury” arising out of your acts or omissions, or the acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the sole negligence of the additional insured unless specifically required in the “written agreement”.
4. If none of the above paragraphs apply, then the person or organization is an additional insured only for, and to the extent of, liability arising out of “bodily injury”, “property damage”, or “personal and advertising injury” caused, in whole or in part, by your negligent acts or omissions, or the negligent acts or omissions of others working on your behalf, in the performance of your work as specified in the “written agreement”. This coverage does not apply to liability arising out of the independent acts or omissions of the additional insured.

However, the insurance afforded to such additional insured only applies to the extent permitted by law.

**C.** The insurance provided to an additional insured under this endorsement does not apply to:

1. “Bodily injury” or “property damage” included in the “products-completed operations hazard” unless the “written agreement” specifically requires such coverage (including by specifically requiring the CG 20 10 11 85). To the extent the “written agreement” requires such coverage for a specified amount of time, the coverage provided by this endorsement is limited to the amount of time required for such coverage by the “written agreement”.
2. “Bodily injury”, “property damage”, or “personal and advertising injury” arising out of an architect’s, engineer’s, or surveyor’s rendering of, or failure to render, any professional services, including but not limited to:
  - a. The preparing, approving, or failing to prepare or approve:
    - (1) Maps;
    - (2) Drawings;
    - (3) Opinions;
    - (4) Reports;
    - (5) Surveys;
    - (6) Change orders;

(7) Design specifications; and

b. Supervisory, inspection, or engineering services.

D. The limits of insurance that apply to the additional insured are the least of those specified in the “written agreement” or declarations of this policy.

Coverage provided by this endorsement for any additional insured shall not increase the applicable Limits of Insurance shown in the Declarations. The limits of insurance that apply to the additional insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

E. With respect to the coverage provided by this endorsement, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. **Other Insurance** is deleted and replaced with the following:

**4. Other Insurance.**

a. Coverage provided by this endorsement is excess over any other valid and collectible insurance available to the additional insured whether:

- (1) Primary;
- (2) Excess;
- (3) Contingent; or
- (4) On any other basis.

In addition, this insurance is excess over any self-insured retentions, deductibles, or captive retentions payable by the additional insured or payable by any person or organization whose coverage is available to the additional insured.

However, if the “written agreement” requires primary and non-contributory coverage, this insurance will be primary and non-contributory relative only to the other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance. For any other insurance available to the additional insured where that person or organization is not a Named Insured, this policy will share coverage with that other insurance based on the terms specified in Paragraph b. Method of Sharing below.

**b. Method of Sharing**

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this method, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer’s share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**CONTRACTORS GENERAL LIABILITY EXTENSION ENDORSEMENT**

<b>TABLE OF CONTENTS</b>		<b>Page</b>
1. Additional Definitions		9
2. Aggregate Limits Per Location		7
3. Aggregate Limits Per Project		7
4. Blanket Contractual Liability – Railroads		3
5. Broadened Bodily Injury Coverage		11
6. Broadened Knowledge Of Occurrence		8
7. Broadened Legal Liability Coverage For Landlord’s Business Personal Property		8
8. Broadened Liability Coverage For Damage To Your Product And Your Work		10
9. Broadened Who Is An Insured		3
10. Co-Employee Bodily Injury Coverage for Managers, Supervisors, Directors or Officers [see provision 9, Broadened Who Is An Insured, paragraph 2.a.(1)]		4
11. Contractual Liability – Personal And Advertising Injury		3
12. Damage To Premises Rented To You – Specific Perils and Increased Limit		7
13. Designated Completed Projects – Amended Limits of Insurance		11
14. Extended Notice Of Cancellation And Nonrenewal		9
15. Incidental Malpractice Liability		7
16. Increased Medical Payments Limit And Reporting Period		7
17. Mobile Equipment Redefined		9
18. Nonowned Watercraft And Nonowned Aircraft (Hired, Rented Or Loaned With Paid Crew)		3
19. Product Recall Expense		2
20. Property Damage Liability – Alienated Premises		2
21. Property Damage Liability – Elevators And Sidetrack Agreements		2
22. Property Damage Liability – Property Loaned To The Insured Or Personal Property In The Care, Custody And Control Of The Insured		2
23. Reasonable Force – Bodily Injury or Property Damage		10
24. Supplementary Payments		3
25. Transfer Of Rights (Blanket Waiver Of Subrogation)		9
26. Unintentional Failure To Disclose Hazards		8

Includes copyrighted material of Insurance Services Office, Inc.

This endorsement modifies insurance provided under the following:

### **COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Under **SECTION I – COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, paragraph **2. EXCLUSIONS**, provisions **1.** through **6.** of this endorsement are excess over any valid and collectible insurance (including any deductible) available to the insured, whether primary, excess or contingent (**SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, paragraph **4. Other Insurance** is changed accordingly). Provisions **1.** through **6.** of this endorsement amend the policy as follows:

#### **1. PROPERTY DAMAGE LIABILITY – ALIENATED PREMISES**

- A.** Exclusion **j. Damage to Property**, paragraph **(2)** is deleted.
- B.** The following paragraph is also deleted from Exclusion **j. Damage to Property**:  
Paragraph **(2)** of this exclusion does not apply if the premises are “your work” and were never occupied, rented or held for rental by you.

#### **2. PROPERTY DAMAGE LIABILITY – ELEVATORS AND SIDETRACK AGREEMENTS**

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)**, **(4)**, and **(6)** do not apply to the use of elevators.
- B.** Exclusion **k. Damage to Your Product** does not apply to:
  - 1.** The use of elevators; or
  - 2.** Liability assumed under a sidetrack agreement.

#### **3. PROPERTY DAMAGE LIABILITY – PROPERTY LOANED TO THE INSURED OR PERSONAL PROPERTY IN THE CARE, CUSTODY AND CONTROL OF THE INSURED**

- A.** Exclusion **j. Damage to Property**, paragraphs **(3)** and **(4)** are deleted.
- B.** Coverage under this provision **3.** does not apply to “property damage” that exceeds \$25,000 per occurrence or \$25,000 annual aggregate.

#### **4. PRODUCT RECALL EXPENSE**

- A.** Exclusion **n. Recall Of Products, Work Or Impaired Property** does not apply to “product recall expenses” that you incur for the “covered recall” of “your product”. This exception to the exclusion does not apply to “product recall expenses” resulting from:
  - 1.** Failure of any products to accomplish their intended purpose;
  - 2.** Breach of warranties of fitness, quality, durability or performance;
  - 3.** Loss of customer approval or any cost incurred to regain customer approval;
  - 4.** Redistribution or replacement of “your product”, which has been recalled, by like products or substitutes;
  - 5.** Caprice or whim of the insured;
  - 6.** A condition likely to cause loss, about which any insured knew or had reason to know at the inception of this insurance;
  - 7.** Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials;
  - 8.** Recall of “your product(s)” that have no known or suspected defect solely because a known or suspected defect in another of “your product(s)” has been found.
- B.** Under **SECTION III – LIMITS OF INSURANCE**, paragraph **3.** is replaced in its entirety as follows and paragraph **8.** is added:
  - 3.** The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of:

Includes copyrighted material of Insurance Services Office, Inc.

- a. Damages under **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** because of “bodily injury” and “property damage” included in the “products-completed operations hazard” and
- b. “Product recall expenses”.

8. Subject to paragraph 5. above [of the CGL Coverage Form], \$25,000 is the most we will pay for all “product recall expenses” arising out of the same defect or deficiency.

**5. NONOWNED WATERCRAFT AND NONOWNED AIRCRAFT (HIRED, RENTED OR LOANED WITH PAID CREW)**

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (2) is deleted and replaced with the following:

[This exclusion does not apply to:]

- (2) A watercraft you do not own that is:
  - (a) Less than 75 feet long; and
  - (b) Not being used to carry any person or property for a charge;

Exclusion **g. Aircraft, Auto or Watercraft**, paragraph (6) is added as follows:

[This exclusion does not apply to:]

- (6) An aircraft you do not own, provided that:
  - (a) The pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
  - (b) The aircraft is rented to you with a trained, paid crew; and
  - (c) The aircraft is not being used to carry any person or property for a charge.

**6. BLANKET CONTRACTUAL LIABILITY – RAILROADS**

Under **SECTION V – DEFINITIONS**, paragraph **c.** of “Insured Contract” is deleted and replaced by the following:

- c. Any easement or license agreement;

Under **SECTION V – DEFINITIONS**, paragraph **f.(1)** of “Insured Contract” is deleted.

**7. CONTRACTUAL LIABILITY – PERSONAL AND ADVERTISING INJURY**

Under **SECTION I – COVERAGE B.**, paragraph 2. **Exclusions**, paragraph **e. Contractual Liability** is deleted.

**8. SUPPLEMENTARY PAYMENTS**

Under **SECTION I – SUPPLEMENTARY PAYMENTS – COVERAGES A AND B**, paragraphs **1.b.** and **1.d.** are deleted and replaced with the following:

- b. Up to \$5,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$1,000 a day because of time off from work.

**9. BROADENED WHO IS AN INSURED**

**SECTION II – WHO IS AN INSURED** is deleted and replaced with the following:

- 1. If you are designated in the Declarations as:
  - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

Includes copyrighted material of Insurance Services Office, Inc.

- b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
  - c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
  - d.** An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
  - e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2.** Each of the following is also an insured:
- a.** Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees," other than either your "executive officers," (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insured for:
    - (1)** "Bodily injury" or "personal and advertising injury":
      - (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
      - (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of paragraph **(1)(a)** above;
      - (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraphs **(1)(a)** or **(b)** above; or
      - (d)** Arising out of his or her providing or failing to provide professional health care services except as provided in provision **10.** of this endorsement.
- Paragraphs (1)(a), (1)(b) and (1)(c) above do not apply to your "employees" who are:
- (i)** Managers;
  - (ii)** Supervisors;
  - (iii)** Directors; or
  - (iv)** Officers;
- with respect to "bodily injury" to a co-"employee".
- (2)** "Property damage" to property:
    - (a)** Owned, occupied or used by;
    - (b)** Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

you, any of your "employees," "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
  - b.** Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
  - c.** Any person or organization having proper temporary custody of your property if you die, but only;

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Form.
- e. Your subsidiaries if:
  - (1) They are legally incorporated entities; and
  - (2) You own more than 50% of the voting stock in such subsidiaries as of the effective date of this policy.

If such subsidiaries are not shown in the Declarations, you must report them to us within 180 days of the inception of your original policy.

- f. Any person or organization, including any manager, owner, lessor, mortgagee, assignee or receiver of premises, to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises or land leased to you, including common or public areas about such premises or land if so required in the contract.

However, no such person or organization is an insured with respect to:

- (1) Any "occurrence" that takes place after you cease to occupy or lease that premises or land; or
  - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.
- g. Any state or political subdivision but only as respects legal liability incurred by the state or political subdivision solely because it has issued a permit with respect to operations performed by you or on your behalf.

However, no state or political subdivision is an insured with respect to:

- (1) "Bodily injury", "property damage", and "personal and advertising injury" arising out of operations performed for the state or municipality; or
  - (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard."
- h. Any person or organization who is the lessor of equipment leased to you to whom you are obligated under a written contract to provide insurance such as is afforded by this policy, but only with respect to their liability arising out of the maintenance, operation or use of such equipment by you or a subcontractor on your behalf with your permission and under your supervision.

However, no such person or organization is an insured with respect to any "occurrence" that takes place after the equipment lease expires.

- i. Any architect, engineer, or surveyor engaged by you under a written contract but only with respect to liability arising out of your premises or "your work."

However, no architect, engineer, or surveyor is an insured with respect to "bodily injury," "property damage," or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

- (1) The preparing, approving, or failing to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection, or engineering services.

This paragraph **i.** does not apply if a separate Additional Insured endorsement providing liability coverage for architects, engineers, or surveyors engaged by you is attached to the policy.

If the written contract, written agreement, or certificate of insurance requires primary and non-contributory coverage, the insurance provided by paragraphs **f.** through **i.** above will be primary and non-contributory

relative to other insurance available to the additional insured which covers that person or organization as a Named Insured, and we will not share with that other insurance.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
  - a. Coverage under this provision is afforded until the end of the policy period.
  - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.
  - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
  - d. Coverage **A** does not apply to "product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.
4. Any person or organization (referred to below as vendor) with whom you agreed under a written contract to provide insurance is an insured, but only with respect to "bodily injury" or "property damage" arising out of "your products" that are distributed or sold in the regular course of the vendor's business.

However, no such person or organization is an insured with respect to:

- a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement.
- b. Any express warranty unauthorized by you;
- c. Any physical or chemical change in "your product" made intentionally by the vendor;
- d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of "your products";
- f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of "your product";
- g. "Your products" which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor.
- h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
  - (1) The exceptions contained in subparagraphs **d.** or **f.**; or
  - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

This paragraph **4.** does not apply to any insured person or organization from which you have acquired "your product", or any ingredient, part, or container, entering into, accompanying or containing "your product". This paragraph **4.** also does not apply if a separate Additional Insured endorsement, providing liability coverage for "bodily injury" or "property damage" arising out of "your product" that is distributed or sold in the regular course of a vendor's business, is attached to the policy.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

**10. INCIDENTAL MALPRACTICE LIABILITY**

As respects provision **9.**, **SECTION II – WHO IS AN INSURED**, paragraph **2.a.(1)(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide medical or paramedical services, provided that you are not engaged in the business or occupation of providing such services, and your “employee” does not have any other insurance that would also cover claims arising under this provision, whether the other insurance is primary, excess, contingent or on any other basis.

Under **SECTION II – LIMITS OF INSURANCE**, provisions **11.** through **14.** of this endorsement amend the policy as follows:

**11. AGGREGATE LIMITS PER PROJECT**

The General Aggregate Limit applies separately to each of your construction projects away from premises owned by or rented to you.

**12. AGGREGATE LIMITS PER LOCATION**

The General Aggregate Limit applies separately to each of your locations, but only when required by written contract, written agreement or certificate of insurance. As respects this provision **12.**, your locations are premises you own, rent or use 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. However, your locations do not include any premises where you, or others acting on your behalf, are performing construction operations.

**13. INCREASED MEDICAL PAYMENTS LIMIT**

**A.** **SECTION III – LIMITS OF INSURANCE**, paragraph **7.**, the Medical Expense Limit, is subject to all of the terms of **SECTION III – LIMITS OF INSURANCE** and is the greater of:

1. \$10,000; or
2. The amount shown in the Declarations for Medical Expense Limit.

**B.** This provision **13.** does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the provisions of the Coverage Form or by endorsement.

**14. DAMAGE TO PREMISES RENTED TO YOU – SPECIFIC PERILS AND INCREASED LIMIT**

**A.** The word fire is changed to "specific perils" where it appears in:

1. The last paragraph of **SECTION I – COVERAGE A**, paragraph **2. Exclusions**;
2. **SECTION IV**, paragraph **4.b. Excess Insurance**.

**B.** The Limits of Insurance shown in the Declarations will apply to all damage proximately caused by the same event, whether such damage results from a "specific peril" or any combination of "specific perils."

**C.** The Damage To Premises Rented To You Limit described in **SECTION III – LIMITS OF INSURANCE**, paragraph **6.**, is replaced by a new limit, which is the greater of:

1. \$1,000,000; or
2. The amount shown in the Declarations for Damage To Premises Rented To You Limit.

**D.** This provision **14.** does not apply if the Damage To Premises Rented To You Limit of **SECTION I – COVERAGE A** is excluded either by the provisions of the Coverage Form or by endorsement.

**E.** “Specific Perils” means fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; weight of snow, ice or sleet; or “water damage”.

“Water damage” means accidental discharge or leakage of water or steam as the direct result of the breaking or cracking of any part of a system or appliance containing water or steam.

**15. BROADENED LEGAL LIABILITY COVERAGE FOR LANDLORD’S BUSINESS PERSONAL PROPERTY**

Under **SECTION I – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2.**

**Exclusions, j. Damage to Property**, the first paragraph following paragraph **(6)** is deleted and replaced with the following:

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to a landlord's business personal property that is subject to, or part of, a premises lease or rental agreement with that landlord.

The most we will pay for damages under this provision **15**. is \$10,000. A \$250 deductible applies.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, provisions **16.** through **18.** of this endorsement amend the policy as follows:

## **16. BROADENED KNOWLEDGE OF OCCURRENCE**

Under **2. Duties In The Event Of Occurrence, Offense, Claim, Or Suit**, paragraph **a.** is deleted and replaced and paragraphs **e.** and **f.** are added as follows:

- a.** You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. Knowledge of an "occurrence" or an offense by your "employee(s)" shall not, in itself, constitute knowledge to you unless one of your partners, members, "executive officers", directors, or managers has knowledge of the "occurrence" or offense. To the extent possible, notice should include:
  - (1)** How, when and where the "occurrence" or offense 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 "occurrence" or offense.
- e.** If you report an "occurrence" to your workers compensation carrier that develops into a liability claim for which coverage is provided by this Coverage Form, failure to report such an "occurrence" to us at the time of the "occurrence" shall not be deemed a violation of paragraphs **a.**, **b.**, and **c.** above. However, you shall give written notice of this "occurrence" to us as soon you become aware that this "occurrence" may be a liability claim rather than a workers compensation claim.
- f.** You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":
  - (1)** Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;
  - (2)** Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under the insurance.

## **17. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph **6. Representations** is deleted and replaced with the following:

### **6. Representations**

By accepting this policy, you agree:

- a.** The statements in the Declarations are accurate and complete;
- b.** Those statements are based upon representations you made to us;
- c.** We have issued this policy in reliance upon your representations; and
- d.** This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in the description of any premises or operations intended to be covered by this Coverage Form as soon as practicable after its discovery. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

## 18. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

Paragraph **8. Transfer of Rights Of Recovery Against Others To Us** is deleted and replaced with the following:

- 8.** If the insured has rights to recover all or part of any payment we have made under this Coverage Form, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. However, if the insured has waived rights to recover through a written contract, or if "your work" was commenced under a letter of intent or work order, subject to a subsequent reduction to writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## 19. EXTENDED NOTICE OF CANCELLATION AND NONRENEWAL

Paragraph **2.b. of A. Cancellation** of the **COMMON POLICY CONDITIONS** is deleted and replaced with the following:

- b.** 60 days before the effective date of the cancellation if we cancel for any other reason.

Under **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph **9. When We Do Not Renew** is deleted and replaced with the following:

### **9. 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 60 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

## 20. MOBILE EQUIPMENT REDEFINED

Under **SECTION V – DEFINITIONS**, paragraph **12. "Mobile equipment"**, paragraph **f. (1)** does not apply to self-propelled vehicles of less than 1,000 pounds gross vehicle weight.

## 21. ADDITIONAL DEFINITIONS

- 1. SECTION V – DEFINITIONS**, paragraph **4. "Coverage territory"** is replaced by the following definition:

"Coverage territory" means anywhere in the world with respect to liability arising out of "bodily injury," "property damage," or "personal and advertising injury," including "personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication provided the insured's responsibility to pay damages is determined in a settlement to which we agree or in a "suit" on the merits, in the United States of America (including its territories and possessions), Puerto Rico and Canada.

- 2. SECTION V – DEFINITIONS** is amended by the addition of the following definitions:

"Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

"Product Recall expenses" mean only reasonable and necessary extra costs, which result from or are related to the recall or withdrawal of "your product" for:

- a.** Telephone and telegraphic communication, radio or television announcements, computer time and newspaper advertising;
- b.** Stationery, envelopes, production of announcements and postage or facsimiles;
- c.** Remuneration paid to regular employees for necessary overtime or authorized travel expense;
- d.** Temporary hiring by you or by agents designated by you of persons, other than your regular employees, to perform necessary tasks;
- e.** Rental of necessary additional warehouse or storage space;

Includes copyrighted material of Insurance Services Office, Inc.

- f. Packaging of or transportation or shipping of defective products to the location you designate; and
- g. Disposal of “your products” that cannot be reused. Disposal expenses do not include:
  - (1) Expenses that exceed the original cost of the materials incurred to manufacture or process such product; and
  - (2) Expenses that exceed the cost of normal trash discarding or disposal, except as are necessary to avoid “bodily injury” or “property damage”.

**22. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE**

Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, subparagraph a. **Expected Or Intended Injury** is deleted and replaced with the following:

[This insurance does not apply to:]

**a. Expected Or Intended Injury**

“Bodily injury” or “property damage” expected or intended from the standpoint of the insured. This exclusion does not apply to “bodily injury” or “property damage” resulting from the use of reasonable force to protect persons or property.

**23. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK**

A. Under **SECTION I – COVERAGE A.**, paragraph 2. **Exclusions**, exclusion k. **Damage to Your Product** and exclusion l. **Damage to Your Work** are deleted and replaced with the following:

[This insurance does not apply to:]

**k. Damage to Your Product**

“Property damage” to “your product” arising out of it or any part of it, except when caused by or resulting from:

- (1) Fire;
- (2) Smoke;
- (3) “Collapse”; or
- (4) Explosion.

For purposes of exclusion k. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

**l. Damage to Your Work**

“Property damage” to “your work” arising out of it or any part of it and included in the “products-completed operations hazard”. This exclusion does not apply:

- (1) If the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor; or
- (2) If the cause of loss to the damaged work arises as a result of:
  - (a) Fire;
  - (b) Smoke;
  - (c) “Collapse”; or
  - (d) Explosion.

For purposes of exclusion l. above, “collapse” means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose.

B. The following paragraph is added to **SECTION III – LIMITS OF INSURANCE**:

Includes copyrighted material of Insurance Services Office, Inc.

Subject to **5.** above [of the CGL Coverage Form], \$100,000 is the most we will pay under Coverage **A** for the sum of damages arising out of any one "occurrence" because of "property damage" to "your product" and "your work" that is caused by fire, smoke, collapse or explosion and is included within the "product-completed operations hazard". This sublimit does not apply to "property damage" to "your work" if the damaged work, or the work out of which the damage arises, was performed on your behalf by a subcontractor.

#### **24. BROADENED BODILY INJURY COVERAGE**

Under **SECTION V – DEFINITIONS**, the definition of "bodily injury" is deleted and replaced with the following:

**3.** "Bodily injury"

**a.** Means physical:

- (1)** Injury;
- (2)** Disability;
- (3)** Sickness; or
- (4)** Disease;

sustained by a person, including death resulting from any of these at any time.

**b.** Includes mental:

- (5)** Anguish;
- (6)** Injury;
- (7)** Humiliation;
- (8)** Fright; or
- (9)** Shock;

directly resulting from any "bodily injury" described in paragraph **3.a.**

**c.** All "bodily injury" described in paragraph **3.b.** shall be deemed to have occurred at the time the "bodily injury" described in paragraph **3.a.** occurred.

#### **25. DESIGNATED COMPLETED PROJECTS – AMENDED LIMITS OF INSURANCE**

When a written contract or written agreement between you and another party requires project-specific limits of insurance exceeding the limits of this policy;

- A.** for "bodily injury" or "property damage" that occurs within any policy period for which we provided coverage; and
- B.** for "your work" performed within the "products-completed operation hazard"; and
- C.** for which we previously issued Amendment Of Limits Of Insurance (Designated Project Or Premises) CG 71 94 either during this policy term or a prior policy term; and
- D.** that designated project is now complete;

the limits of insurance shown in the CG 71 94 schedule will replace the limits of insurance of this policy for the designated project and will continue to apply for the amount of time the written contract or written agreement requires, subject to the state statute of repose for the project location. These limits are inclusive of and not in addition to the replaced limits.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADVANTAGE COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the

### **BUSINESS AUTO COVERAGE FORM**

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The premium for this endorsement is \$ INCLUDED

#### **1. EXTENDED CANCELLATION CONDITION**

**COMMON POLICY CONDITIONS - CANCELLATION**, Paragraph **A.2.** is replaced by the following:

- 2.** We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
  - a.** 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
  - b.** 60 days before the effective date of cancellation if we cancel for any other reason.

#### **2. BROAD FORM INSURED**

**SECTION II - LIABILITY COVERAGE A.1. WHO IS AN INSURED** is amended by the addition of the following:

- d.** Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or a majority interest, will qualify as a Named Insured. However,
  - (1)** Coverage under this provision is afforded only until the end of the policy period;
  - (2)** Coverage does not apply to “accidents” or “loss” that occurred before you acquired or formed the organization; and
  - (3)** Coverage does not apply to an organization that is an “insured” under any other policy or would be an “insured” but for its termination or the exhausting of its limit of insurance.
- e.** Any “employee” of yours using:
  - (1)** A covered “auto” you do not own, hire or borrow, or a covered “auto” not owned by the “employee” or a member of his or her household, while performing duties related to the conduct of your business or your personal affairs; or
  - (2)** An “auto” hired or rented under a contract or agreement in that “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, your “employee” does not qualify as an insured under this paragraph (2) while using a covered “auto” rented from you or from any member of the “employee’s” household.
- f.** Your members, if you are a limited liability company, while using a covered “auto” you do not own, hire, or borrow, while performing duties related to the conduct of your business or your personal affairs.
- g.** Any person or organization with whom you agree in a written contract, written agreement or permit, to provide insurance such as is afforded under this policy, but only with respect to your covered “autos”.

This provision does not apply:

  - (1)** Unless the written contract or agreement is executed or the permit is issued prior to the “bodily injury” or “property damage”;

Includes copyrighted material of Insurance Services Office, Inc.

- (2) To any person or organization included as an insured by an endorsement or in the Declarations; or
- (3) To any lessor of "autos" unless:
  - (a) The lease agreement requires you to provide direct primary insurance for the lessor;
  - (b) The "auto" is leased without a driver; and
  - (c) The lease had not expired.

Leased "autos" covered under this provision will be considered covered "autos" you own and not covered "autos" you hire.

- h. Any legally incorporated organization or subsidiary in which you own more than 50% of the voting stock on the effective date of this endorsement.

This provision does not apply to "bodily injury" or "property damage" for which an "insured" is also an insured under any other automobile policy or would be an insured under such a policy, but for its termination or the exhaustion of its limits of insurance, unless such policy was written to apply specifically in excess of this policy.

### 3. COVERAGE EXTENSIONS - SUPPLEMENTARY PAYMENTS

Under **SECTION II - LIABILITY COVERAGE, A.2.a. Supplementary Payments**, paragraphs (2) and (4) are deleted and replaced with the following:

- (2) Up to \$2500 for the 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.
- (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.

### 4. AMENDED FELLOW EMPLOYEE EXCLUSION

**SECTION II - LIABILITY COVERAGE, B. EXCLUSIONS**, paragraph **5. Fellow Employee** is deleted and replaced by the following:

#### 5. Fellow Employee

"Bodily injury" to:

- a. Any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business. However, this exclusion does not apply to your "employees" that are officers, managers, supervisors or above. Coverage is excess over any other collectible insurance.
- b. The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of paragraph **a.** above.

### 5. HIRED AUTO PHYSICAL DAMAGE COVERAGE AND LOSS OF USE EXPENSE

**A. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If any of your owned covered "autos" are covered for Physical Damage, we will provide Physical Damage coverage to "autos" that you or your "employees" hire or borrow, under your name or the "employee's" name, for the purpose of doing your work. We will provide coverage equal to the broadest physical damage coverage applicable to any covered "auto" shown in the Declarations, Item Three, Schedule of Covered Autos You Own, or on any endorsements amending this schedule.

**B. Under SECTION III - PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS**, paragraph **b. Loss of Use Expenses** is deleted and replaced with the following:

#### b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

Includes copyrighted material of Insurance Services Office, Inc.

- (1) Other than collision, only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes of Loss, only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision, only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$30 per day, to a maximum of \$2,000.

C. Under **SECTION IV – BUSINESS AUTO CONDITIONS**, paragraph **5.b. Other Insurance** is deleted and replaced by the following:

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 that individual "employee's" name, with your 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", nor is any "auto" you hire from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households.

## 6. LOAN OR LEASE GAP COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, the following is added:

If a covered "auto" is owned or leased and if we provide Physical Damage Coverage on it, we will pay, in the event of a covered total "loss", any unpaid amount due on the lease or loan for a covered "auto", less:

(a) The amount paid under the Physical Damage Coverage Section of the policy; and

(b) Any:

- (1) Overdue lease or loan payments including penalties, interest or other charges resulting from overdue payments at the time of the "loss";
- (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
- (4) Security deposits not refunded by a lessor; and
- (5) Carry-over balances from previous loans or leases.

## 7. RENTAL REIMBURSEMENT

**SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE**, paragraph **4. Coverage Extensions** is deleted and replaced by the following:

### 4. Coverage Extensions

- (a) We will pay up to \$75 per day to a maximum of \$2000 for transportation expense incurred by you because of covered "loss". We will pay only for those covered "autos" for which you carry Collision Coverage or either Comprehensive Coverage or Specified Causes of Loss Coverage. We will pay for transportation expenses incurred during the period beginning 24 hours after the covered "loss" and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss". This coverage is in addition to the otherwise applicable coverage you have on a covered "auto". No deductibles apply to this coverage.
- (b) This coverage does not apply while there is a spare or reserve "auto" available to you for your operation.

Includes copyrighted material of Insurance Services Office, Inc.

## 8. AIRBAG COVERAGE

**SECTION III - PHYSICAL DAMAGE, B. EXCLUSIONS**, Paragraph **3**. is deleted and replaced by the following:

We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

- a. Wear and tear, freezing, mechanical or electrical breakdown. However, this exclusion does not include the discharge of an airbag.
- b. Blowouts, punctures or other road damage to tires.

## 9. GLASS REPAIR - WAIVER OF DEDUCTIBLE

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

## 10. COLLISION COVERAGE – WAIVER OF DEDUCTIBLE

**SECTION III - PHYSICAL DAMAGE COVERAGE, D. DEDUCTIBLE** is amended to add the following:

When there is a "loss" to your covered "auto" insured for Collision Coverage, no deductible will apply if the "loss" was caused by a collision with another "auto" insured by us.

## 11. KNOWLEDGE OF ACCIDENT

**SECTION IV - BUSINESS AUTO CONDITIONS, A. LOSS CONDITIONS, 2. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**, paragraph a. is deleted and replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "accident", claim, "suit" or "loss". Knowledge of an "accident", claim, "suit" or "loss" by your "employees" shall not, in itself, constitute knowledge to you unless one of your partners, executive officers, directors, managers, or members (if you are a limited liability company) has knowledge of the "accident", claim, "suit" or "loss". Notice should include:
  - (1) How, when and where the "accident" or "loss" occurred;
  - (2) The "insured's" name and address; and
  - (3) To the extent possible, the names and addresses of any injured persons and witnesses.

## 12. TRANSFER OF RIGHTS (BLANKET WAIVER OF SUBROGATION)

**SECTION IV - BUSINESS AUTO CONDITIONS A.5. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US** is deleted and replaced by the following:

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. However, if the insured has waived rights to recover through a written contract, or if your work was commenced under a letter of intent or work order, subject to a subsequent reduction in writing with customers whose customary contracts require a waiver, we waive any right of recovery we may have under this Coverage Form.

## 13. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

**SECTION IV - BUSINESS AUTO CONDITIONS, B. GENERAL CONDITIONS, 2. CONCEALMENT, MISREPRESENTATION OR FRAUD** is amended by the addition of the following:

We will not deny coverage under this Coverage Form if you unintentionally fail to disclose all hazards existing as of the inception date of this policy. You must report to us any knowledge of an error or omission in your representations as soon as practicable after its discovery. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

#### **14. BLANKET COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS**

When required by written contract or written agreement, the definition of "insured contract" is amended as follows:

- The exception contained in paragraph **H.3.** relating to construction or demolition operations on or within 50 feet of a railroad; and
- Paragraph **H.a.**

are deleted with respect to the use of a covered "auto" in operations for, or affecting, a railroad.



---

**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 required by written contract or certificate of insurance."

"This endorsement is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas and Utah."

The endorsement does not apply to policies or exposure in Missouri where the employer is in the construction group of classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights is against public policy and void where one party to the contract is an employer in the construction group of code classifications. For policies or exposure in Missouri, the following must be included in the Schedule:

- Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 04/01/2026

Policy No. 0000332559

Endorsement No.

Insured Premium \$

Insurance Company

Countersigned by \_\_\_\_\_


## Certificate Of Completion

Envelope Id: 64886150-FED6-4621-BC6D-9AE9EC50D2DA	Status: Completed
Subject: It's Your Time to Sign: 25ITB082825K-JA US Customs Border Facility Fulco Executive Airport	
Parcel ID:	
Source Envelope:	
Document Pages: 243	Signatures: 5
Certificate Pages: 6	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Janett L. Adams
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	141 Pryor Street
	Purchasing & Contract Compliance, Suite 1168
	Atlanta, 30303
	janett.adams@fultoncountyga.gov
	IP Address: 134.231.232.249

## Record Tracking

Status: Original	Holder: Janett L. Adams	Location: DocuSign
3/31/2026 3:29:40 PM	janett.adams@fultoncountyga.gov	
Security Appliance Status: Connected	Pool: StateLocal	


## Signer Events

Signer Events	Signature	Timestamp
Stanton Ward		Sent: 3/31/2026 3:55:13 PM
sward@Ward-Humphrey.com		Resent: 3/31/2026 4:19:21 PM
Security Level: Email, Account Authentication (None)		Resent: 3/31/2026 4:20:01 PM
		Viewed: 4/1/2026 9:38:29 AM
		Signed: 4/3/2026 10:19:41 AM
	Signature Adoption: Pre-selected Style	
	Using IP Address: 104.12.217.236	


**Electronic Record and Signature Disclosure:**  
 Accepted: 4/1/2026 9:38:29 AM  
 ID: f8729d86-1930-47cf-98e1-5e3ebe3aaa40

Janett L. Adams	<b>Completed</b>	Sent: 4/3/2026 10:20:02 AM
janett.adams@fultoncountyga.gov		Viewed: 4/3/2026 10:49:49 AM
Assistant Purchasing Agent		Signed: 4/3/2026 10:54:25 AM
Allen Entrepreneurial Institute		
Security Level: Email, Account Authentication (None)	Using IP Address: 73.137.174.165	
	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
 Not Offered via Docusign

Joseph Davis		Sent: 4/3/2026 10:54:54 AM
Joseph.Davis@fultoncountyga.gov		Viewed: 4/3/2026 11:03:50 AM
Director		Signed: 4/3/2026 11:04:02 AM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style
		Using IP Address: 2600:1702:7490:78e0:cd10:aee5:1367:a6e5
	Signed using mobile	

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/3/2026 11:03:50 AM  
 ID: fa2cc7ca-9054-4c16-9b51-d7079c9d1ada

David Lowman		Sent: 4/3/2026 11:04:22 AM
david.lowman@fultoncountyga.gov		Viewed: 4/3/2026 11:39:12 AM
Supervising County Counsel		Signed: 4/6/2026 2:09:12 PM
Security Level: Email, Account Authentication (None)		Signature Adoption: Pre-selected Style
		Using IP Address: 74.174.59.4

**Electronic Record and Signature Disclosure:**

Signer Events	Signature	Timestamp
<p>Accepted: 4/6/2026 2:01:28 PM ID: a05d1df9-0d73-491c-9ae6-9fd3e38f68ff</p> <p>Nikki Peterson nikki.peterson@fultoncountyga.gov Chief Deputy Clerk to the Board of Commissioners Fulton County Government Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 11/27/2017 1:39:37 PM ID: b7ce88ee-0c66-4f3a-bfee-705e0af602d8</p>	<p><b>Completed</b></p> <p>Using IP Address: 134.231.232.249</p>	<p>Sent: 4/6/2026 2:09:38 PM Resent: 4/8/2026 11:04:39 AM Viewed: 4/9/2026 3:40:14 PM Signed: 4/9/2026 3:41:01 PM</p>
<p>Janett L. Adams janett.adams@fultoncountyga.gov Assistant Purchasing Agent Allen Entrepreneurial Institute Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign</p>	<p><b>Completed</b></p> <p>Using IP Address: 73.137.174.165 Signed using mobile</p>	<p>Sent: 4/9/2026 3:41:27 PM Viewed: 4/9/2026 3:41:43 PM Signed: 4/9/2026 4:47:47 PM</p>
<p>Robert L. Pitts harriet.thomas@fultoncountyga.gov Chairman Fulton County Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 4/9/2026 5:04:51 PM ID: e5f418a7-144a-4924-9be1-6a8a6a1e3e96</p>	<p><i>Robert L. Pitts</i></p> <p>Signature Adoption: Pre-selected Style Using IP Address: 74.174.59.10</p>	<p>Sent: 4/9/2026 4:48:15 PM Viewed: 4/9/2026 5:04:51 PM Signed: 4/9/2026 5:05:02 PM</p>
<p>Tonya Grier tonya.grier@fultoncountyga.gov Clerk to the Commission Fulton County Government Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Accepted: 10/27/2025 11:21:47 AM ID: 4889b84d-8ea3-4ba9-bf87-bf4c309e21ab</p>	<p><i>Tonya Grier</i></p> <p>Signature Adoption: Uploaded Signature Image Using IP Address: 74.174.59.10</p>	<p>Sent: 4/9/2026 5:05:29 PM Viewed: 4/10/2026 9:01:33 AM Signed: 4/10/2026 9:01:40 AM</p>

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
<p>Dian DeVaughn dian.devaughn@fultoncountyga.gov Security Level: Email, Account Authentication (None)</p> <p><b>Electronic Record and Signature Disclosure:</b> Not Offered via Docusign</p>	<div style="border: 2px solid blue; padding: 5px; text-align: center; font-weight: bold; color: blue; font-size: 1.2em;">COPIED</div>	<p>Sent: 4/10/2026 9:02:08 AM Viewed: 4/10/2026 9:09:27 AM</p>

<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
-----------------------	------------------	------------------

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
----------------------	------------------	------------------

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
--------------------------------	---------------	-------------------

Envelope Sent	Hashed/Encrypted	3/31/2026 3:55:13 PM
Envelope Updated	Security Checked	3/31/2026 4:19:21 PM
Certified Delivered	Security Checked	4/10/2026 9:01:33 AM
Signing Complete	Security Checked	4/10/2026 9:01:40 AM
Completed	Security Checked	4/10/2026 9:02:08 AM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
-----------------------	---------------	-------------------

<b>Electronic Record and Signature Disclosure</b>
---

## **CONSUMER DISCLOSURE**

From time to time, Carahsoft OBO Fulton County, Georgia (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Carahsoft OBO Fulton County, Georgia:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov)

**To advise Carahsoft OBO Fulton County, Georgia of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Carahsoft OBO Fulton County, Georgia**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Carahsoft OBO Fulton County, Georgia**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [glenn.king@fultoncountyga.gov](mailto:glenn.king@fultoncountyga.gov) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were

able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Carahsoft OBO Fulton County, Georgia as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Carahsoft OBO Fulton County, Georgia during the course of my relationship with you.