

11-0-0269

(Do Not Write Above This Line)

AN ORDINANCE 11-O-XXXX
BY FINANCE/EXECUTIVE COMMITTEE

AN ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE TO AMEND THE FISCAL YEAR 2011 NORTHWEST ATLANTA (PERRY/BOLTON) FUND BUDGET BY AMENDING ORDINANCE 10-O-0901 TO ANTICIPATE AND APPROPRIATE TAX ALLOCATION INCREMENT IN THE AMOUNT OF \$4,500,000.00 FROM THE CITY OF ATLANTA NORTHWEST ATLANTA (PERRY/BOLTON) TAX ALLOCATION DISTRICT FOR THE PURPOSE OF CONSTRUCTING AND EQUIPPING A NEW NORTHWEST ATLANTA FIRE STATION, A MINI-POLICE PRECINCT, AND A COMMUNITY ASSEMBLY ROOM ("FIRE STATION 28 PROJECT"); AND FOR OTHER PURPOSES.

**SUBSTITUTE ADOPTED BY
JUN 06 2011
COUNCIL**

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1st ADOPT 2nd READ & REFER
- PERSONAL PAPER REFER

Date Referred 03/07/11
 Referred To: Finance/Exec.
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____
 Date Referred _____
 Referred To: _____

Committee Finance/Executive
 Date March 2, 2011
 Chair Yadrian
 Referred To F/E Comm.

Committee _____
 Date _____
 Chair Yadrian
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____

 Refer To _____

Committee Finance/Executive
 Date 3/14/2011
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____

 Refer To _____

Committee Finance/Executive
 Date 6/1/11
 Chair Yadrian
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other Substitute
 Members [Signatures]

 Refer To _____

Committee _____
 Date _____
 Chair _____
 Action _____
 Fav, Adv, Hold (see rev. side) _____
 Other _____
 Members _____

 Refer To _____

FINAL COUNCIL ACTION
 2nd 1st & 2nd 3rd
 Readings
 Consent V Vote RC Vote

CERTIFIED
 JUN 06 2011
 ATLANTA CITY COUNCIL PRESIDENT
[Signature]

CERTIFIED
 JUN 06 2011
 Rhonda Daughin Johnson
 MUNICIPAL CLERK

MAYOR'S ACTION
APPROVED
 JUN 15 2011
 WITHOUT SIGNATURE
 BY OPERATION OF LAW



**A SUBSTITUTE ORDINANCE
BY FINANCE/EXECUTIVE COMMITTEE**

11-O-0269

A SUBSTITUTE ORDINANCE BY FINANCE/EXECUTIVE COMMITTEE TO AMEND THE FISCAL YEAR 2011 NORTHWEST ATLANTA (PERRY/BOLTON) FUND BUDGET BY AMENDING ORDINANCE 10-O-0901 TO ANTICIPATE AND APPROPRIATE TAX ALLOCATION INCREMENT IN THE AMOUNT OF \$4,500,000.00 FROM THE CITY OF ATLANTA NORTHWEST ATLANTA (PERRY/BOLTON) TAX ALLOCATION DISTRICT FOR THE PURPOSE OF CONSTRUCTING AND EQUIPPING A NEW NORTHWEST ATLANTA FIRE STATION, A MINI-POLICE PRECINCT, A COMMUNITY ASSEMBLY ROOM, AND OTHER REDEVELOPMENT COSTS (“FIRE STATION 28 PROJECT”); AND FOR OTHER PURPOSES

WHEREAS, Resolution 02-R-2094, adopted by the Full Council of the City of Atlanta, Georgia on December 2, 2002, and signed by the Mayor on December 10, 2002 (the “Perry/Bolton TAD Resolution”) which, among other things, (i) created the Northwest Atlanta Redevelopment Area and Tax Allocation District Number Three – Perry/Bolton (the “Perry/Bolton Redevelopment Area and TAD”), and (ii) adopted the Northwest Atlanta Redevelopment Plan (the “Perry/Bolton Redevelopment Plan”) pursuant to the authority granted to the City under the Redevelopment Powers Law, O.C.G.A. § 36-44-1 *et seq.* (the “Act”); and

WHEREAS, Resolution 09-R-0819, adopted by the Full Council of the City of Atlanta May 4, 2009 and approved by the Mayor on May 12, 2009, authorized the apportionment of tax allocation increment from the Perry/Bolton TAD special fund in an amount not to exceed \$4,500,000 for the purpose of constructing and equipping a facility which will feature a new fire station along with a mini-police precinct and a community assembly room within the Northwest Atlanta (Perry/Bolton) TAD and to enter into an Intergovernmental Agreement with the Atlanta Development Authority in connection therewith (the “Fire Station 28 Project”); and

WHEREAS, Resolution 11-R-0271, adopted by the Full Council of the City of Atlanta March 7, 2011 and approved as per City Charter Section 2-403 on March 16, 2011, authorized the Mayor or his designee to amend the Intergovernmental Agreement between the City of Atlanta and the Atlanta Development Authority so that savings from the Fire Station 28 Project may be used for other redevelopment costs within the Northwest Atlanta (Perry/Bolton) Redevelopment Area and TAD.; and



WHEREAS, Ordinance 10-O-0901 to anticipate and appropriate said tax allocation increment in the amount of \$4,500,000 was adopted by the Full Council on June 7, 2010 and approved by the Mayor on June 15, 2010; and

WHEREAS, the budget allocation for the Fire Station 28 Project has been revised and requires an amendment to the original budget (see Exhibit A); and

WHEREAS, the contract agreement associated with the Fire Station 28 Project is included as Exhibit B for authorization;

WHEREAS, it is now necessary to amend the fiscal year 2011 Northwest Atlanta (Perry/Bolton) budget by amending Ordinance 10-O-0901 to anticipate and appropriate said apportionment of tax allocation increment for the purpose of funding the Fire Station 28 Project, contingent upon resolution approval of contractor agreement; and

NOW THEREFORE, the City Council of the City of Atlanta, Georgia, hereby ordains as follows:

SECTION 1: That the fiscal year 2011 Northwest Atlanta Budget is hereby amended as follows:

TO RECORD SOURCE OF PROJECT FUNDING OF \$4,500,000.00:

PTAEO:

Increase Anticipation (Award):

<u>Project</u>	<u>Task</u>	<u>Award Number</u>	<u>Account</u>	<u>City of Atlanta</u>	<u>Amount</u>
04110965	101	270321979	N/A	COA	\$3,207,850.00
04110965	102	270321979	N/A	COA	\$1,225,000.00
04110965	103	270321979	N/A	COA	\$ 67,150.00
Total Sources					\$4,500,000.00

FDOA:

Decrease Appropriation:

2703.200101.5999901.1512000.000000.00000.0000.00000000.00000000	<u>\$4,500,000.00</u>
Northwest Atlanta TAD Fund/NDP Reservation of Fund Appropriations/ Reserve Conversion Account – Class 1/Accounting/Default/Default/Default/ Default/Default	
Total Sources	\$4,500,000.00

TO RECORD USE OF PROJECT FUNDING OF \$4,500,000.00:

PTAEO:



Increase Appropriation:

<u>Project</u>	<u>Task</u>	<u>Award Number</u>	<u>Account</u>	<u>City of Atlanta</u>	<u>Amount</u>
04110965	101	270321979	5413004	COA	\$3,207,850.00
04110965	102	270321979	5422003	COA	\$1,225,000.00
04110965	103	270321979	5423003	COA	\$ 67,150.00

Total Uses **\$ 4,500,000.00**

FDOA:

Increase Appropriation:

2703.040401.5413004.1565000.110965.21979.0000.00000000.00000000 \$ 3,207,850.00
 Northwest Atlanta TAD Fund/ EXE General Buildings & Plants/Buildings - CIP/
 Gen Gov-Bldgs. & Plant/Northwest Atlanta (Perry/Bolton) Fire Station 28 Project/
 Special TAD Increment Award
 (Buildings and General Project Costs)

2703.040401.5422003.1565000.110965.21979.0000.00000000.00000000 \$ 1,225,000.00
 Northwest Atlanta TAD Fund/EXE General Buildings & Plants/Vehicles(\$5,000+)/
 Gen Gov-Bldgs. & Plant/Northwest Atlanta (Perry/Bolton) Fire Station 28 Project/
 Special TAD Increment Award
 (Fire Trucks)

2703.040401.5423003.1565000.110965.21979.0000.00000000.00000000 \$ 67,150.00
 Northwest Atlanta TAD Fund/EXE General Buildings & Plants/
 Furniture and Fixtures (\$5,000+)/Gen Gov-Bldgs. & Plant/
 Northwest Atlanta (Perry/Bolton) Fire Station 28 Project/
 Special TAD Increment Award
 (Furnishings)

Total Uses **\$ 4,500,000.00**



SECTION 2: That any savings related to the Fire Station 28 Project be used for other redevelopment costs within the Northwest Atlanta (Perry/Bolton) Tax Allocation District as defined in Resolution 11-R-0271;

SECTION 3: That all ordinances and parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.

A true copy,



Deputy Municipal Clerk

ADOPTED by the Atlanta City Council
RETURNED WITHOUT SIGNATURE OF THE MAYOR
APPROVED as per City Charter Section 2-403

June 06, 2011

June 15, 2011

RCS# 1077
6/06/11
2:28 PM

Atlanta City Council

REGULAR SESSION

CONSENT I

ADOPT

YEAS: 12
NAYS: 0
ABSTENTIONS: 0
NOT VOTING: 1
EXCUSED: 0
ABSENT 3

Y Smith	B Archibong	Y Moore	Y Bond
B Hall	Y Wan	Y Martin	Y Watson
Y Young	Y Shook	Y Bottoms	NV Willis
Y Winslow	Y Adrean	Y Sheperd	B Mitchell

CONSENT I



EXHIBIT A:

BUDGET FOR THE FIRE STATION 28 PROJECT
(PERRY/BOLTON)

PRELIMINARY TASK BUDGET BREAKDOWN FOR FIRE STATION 28



DESCRIPTION	ESTIMATED START DATE	ESTIMATED COMP. DATE	LEGISLATION CYCLE	ESTIMATED COST	Account
Fire Trucks, 1 Triple Combination pumper Truck With Foam Monitor, 1 Ladder Truck With 100 Foot Mid- Mount Aerial Ladder	7/1/2011	6/31/2012	10	\$1,225,000.00	5422003 - Vehicles (\$5,000+)
IDENTIFIED UPGRADES, Additional Furnishings, Cabinet Upgrades, Increase capacity on Washer and Dryer, Commercial Grade Refrigerator and Freezer for Fire Station	7/1/2011	6/31/2012	10	\$32,000.00	5423003 - Furniture and Fixtures (\$5,000+)
CONSTRUCTION OVER SIGHT AND TESTING	7/1/2011	9/31/2012			
CONSTRUCTION COST	7/1/2011	8/31/2012	10	\$3,017,000.00	5413004 - Buildings CIP
PROJECT MANAGEMENT, FIELD OFFICE 1YR, Administrative Cost, Documentation Supplies, Field Office Equipment	7/1/2011	10/31/2012	10	\$5,000.00	5423003 - Furniture and Fixtures (\$5,000+)
Construction Inspector for ADA	7/1/2011	6/31/2012	10	\$40,000.00	5413004 - Buildings CIP
CONTINGENCIES 5%		12/31/2012	10	\$150,850.00	5413004 - Buildings CIP
Furnishings for Community Assembly Room and Police Precinct	5/1/2012	10/31/2012	10	\$30,150.00	5423003 - Furniture and Fixtures (\$5,000+)
MOORES MILL ROAD EXTENSION	6/31/2012				
			TOTALS	\$4,500,000.00	
			FUNDED	\$4,500,000.00	

**REVISED TO REFLECT CHANGE TO APPROVED
CONTRACTOR May 6, 2011**



EXHIBIT B:

**CONTRACT AGREEMENT FOR THE FIRE
STATION 28 PROJECT (PERRY/BOLTON)**



DRAFT CITY - CONTRACTOR AGREEMENT

STATE OF GEORGIA
COUNTY OF FULTON

THIS AGREEMENT made and entered into this the ____ day of _____ 20__, by and between the City of Atlanta, a municipal corporation of the State of Georgia, (hereinafter the "City") and **Hogan Construction, Inc.** (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the City desires to engage Contractor to perform all Work required by the Contract Documents for FC-5064, Replacement of Fire Station 28 (the "Project"); and

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

WHEREAS, the Office of Enterprise and Assets Management as recommended Agreement award to Contractor; and

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

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

1.

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

2.

- a) Contractor represents that it has, or will secure at its own expenses, all personnel required to perform all Work to be completed under this Agreement;
- b) All the Work required hereunder will be performed by Contractor or under the direct supervision of Contractor. All personnel engaged in the Work by Contractor shall be fully qualified and shall be authorized or permitted under applicable State and local law to perform such Work;



- c) None of the Work or services covered by this Agreement shall be transferred, assigned, or subcontracted by Contractor without the prior written consent of the City.

3.

The Agreement Documents relative to this Agreement consist of:

- This City-Contractor Agreement;
- The Performance Bond;
- The Payment Bond;
- Bid Guarantee;
- Statement of Bidders Qualifications;
- Affidavit;
- Equal Business Opportunity Program:
 - Statement of Intent;
 - Equal Business Opportunity (EBO) Project Goals;
 - Sources of MBES and FBES;
 - Equal Business Opportunity Clause;
 - Equal Business Opportunity Plan;
 - Supplier Solicitation;
 - Request for Full or Partial Waiver;
 - First Tier Subcontractors;
 - Certification of Competitive Bid;
 - Equal Employment Opportunity in Purchasing and Contracting;
 - Contract Employment Report;
 - Model Affirmative Action Plan;
- Business Non-Discrimination Policy;
- First Source Jobs Policy - Employment Agreement;
- Bid Proposal; and Any Bid Schedule and/or Bid Data;
- Georgia Security & Immigration Compliance;
- Instructions to Bidders;
- General Conditions;
- Technical Specifications;
- Plans for the Project;
- Legislation;
- Any Addenda thereto or Modification thereof (as defined in the General Conditions).

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

4.

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



5.

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

6.

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for Contractor any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the City shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

7.

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

- a) The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation. As used here, the words "shall not discriminate" shall mean and include, without limitation, the following:

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

The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of the non-discrimination clause.

- b) The Contractor shall, in all solicitation or advertisement for employees, placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for the employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.



- c) The Contractor shall send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or worker's representative of the Contractor commitments under the Equal Employment Opportunity Program of the City and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the U.S. Bureau of Apprenticeship and Training.
- d) The Contractor shall furnish all information and reports required by the Contract Compliance Officer pursuant to the Code of Ordinances, and shall permit access to the books, records and accounts of the Contractor during the normal business hours by the contracting agency and the Contract Compliance Officer for the purpose of investigation so as to ascertain compliance with the program.
- e) The Contractor shall take such reasonable action with respect to any Subcontractor as the City may direct, as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as may be necessary to protect the interest of the City and to effectuate the Equal Employment Opportunity Program of the City; and, in the case of contracts receiving federal assistance, the Contractor or the City may request the United States to enter into such litigation to protect the interest of the United States.
- f) The Contractor and its Subcontractors, if any, shall file compliance reports at reasonable times and intervals with the City in the form and to the extent prescribed by the Contract Compliance Officer of the City. Compliance reports filed at such time directed shall contain information as to employment practices, policies, programs and statistics of the Contractor and its Subcontractors.
- g) The Contractor shall include the provisions of paragraphs (a) through (h) of this Equal Employment Opportunity Clause in every subcontract or purchase order which materially affects the Project so that such provisions will be binding upon each such Subcontractor or vendor.
- h) A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
 - (1) Withholding from the Contractor in violation all future payments under the involved public contract until it is determined that the Contractor or Subcontractor is in compliance with the provisions of the Agreement.
 - (2) Refusal of all future bids for any public contract with the City or any of its departments or divisions until such time as the



Contractor or Subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in this article.

- (3) Cancellation of the public Agreement.
- (4) In a case in which there is substantial or material violation, or the threat of substantial or material violation, of the compliance procedure therein set forth or as may be provided for by this Agreement, an appropriate proceeding may be brought to enforce these provisions, including the enjoining of Contractor, Subcontractor, or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

8.

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

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

1. Notification to MBE and FBE that the Contractor has subcontracting opportunities available and maintenance of records of the MBE and FBE responses.
2. Maintenance by the Contractor of a file of the names and addresses of each MBE and FBE contracted and action taken with respect to each such contract.
3. Dissemination of the Contractor EBO policy externally by informing and discussing it with all management and technical assistance sources; by advertising in news media and by notifying and discussing it with Subcontractor and Supplier.
4. Specific and continuing written and oral recruitment efforts directed at MBE and FBE Contractor organizations, MBE and FBE assistance organizations.
5. Sub-divisions for the contract economically feasible segments as practical to allow the greatest opportunity for participation by MBE and FBE.



6. Increasing where possible the number of aggregate purchase items so as to eliminate the requirement of front-end purchases material for as many MBE and FBE Subcontractors as possible.
7. Adoption of the EBO Plan submitted in its response to the Invitation for Bids or Requests for Proposals obligations under this Agreement, as approved by the Office of Contract Compliance.
8. Submission of monthly reports on the forms and to the extent required by the Director of the Office of Contract Compliance, to be due on the last day of each month following the award of the Work set forth in this Agreement.
9. The Contractor further agrees that breach of the EBO provisions contained herein shall subject them to any or all of the following penalties:
 - a). Withholding of ten percent (10%) of all future payments under the involved eligible project until it is determined that the Contractor is in compliance.
 - b). Withholding of all future payments under the involved Project until it is determined that the Contractor is in compliance.
 - c). Refusal of all future bids or offers for any eligible project with the City of Atlanta or any of its department or divisions until such time as the Contractor demonstrates that there has been established and there shall be carried out all of the EBO provisions contained herein.
 - d). Cancellation of the eligible project.

9.

Liquidated Damages

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

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



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

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

the expiration of the Agreement Date(s) for completion specified in the Project Network Schedule for the Work or portions thereof. The Contractor and its surety shall be liable for any liquidated damages in excess of the amount due the Contractor on the Final Payment.

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

10.

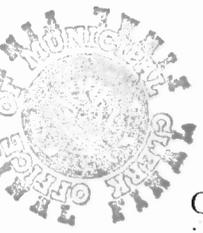
The City agrees to pay Contractor for the Work performed pursuant to this Agreement on an as needed basis per the unit price as stated in the Fee Schedule, hereinafter attached as Exhibit B, for amount not to exceed _____ Dollars.

11.

The terms of the Agreement shall be for one (1) year with option to continue on a month to month basis as needed but not to exceed eight (8) months at the sole discretion of the City.

12.

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



13.

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

14.

In addition to its agreement to obtain and maintain the insurance as set forth herein above, the Contractor agrees that to the fullest extent permitted by law, the Contractor shall at his sole cost and expense indemnify, defend, satisfy all judgments and hold harmless the City, the Designer, the Engineer, and their agents and employees from and against all claims, damages, actions, judgments, costs, penalties, liabilities, losses and expenses, including, but not limited to, attorneys' fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, action, judgment, cost, penalty, liability, loss or expense (1) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in Appendix B, Insurance and Bonding Requirements, Paragraph F.

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

15.

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



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

CITY OF ATLANTA:

CONTRACTOR: Hogan Construction Inc.

By: _____
Mayor

By: _____
President/Vice President

ATTEST:

ATTEST:

Municipal Clerk

Corporate Secretary/Asst. Secretary
(affix seal)

RECOMMENDED:

Notary Public (if not a Corporation)
(Affix seal)

Director, Office of Enterprise and Assets
Management

APPROVED:

Chief Procurement Officer

APPROVED AS TO FORM:

City Attorney



EXHIBIT A
SCOPE OF SERVICES



EXHIBIT B

DEFINITIONS

When used in the Contract Documents, the following capitalized terms have the following meanings:

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

“Charges” means the amounts payable by City to Consultant under this Agreement.

“City Security Policies” means the policies set forth in **Exhibit D**.

“Confidential Information” means all information, including, but not limited to, business or financial information, plans, strategies, forecasts, forecast assumptions, proprietary business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a Party’s past, present or future business activities or operations, now known or later discovered or developed, furnished or made available by or on behalf of one Party to the other or otherwise obtained by a Party from any source in connection with this Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party’s possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party

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

“Consultant Personnel” means and refers to Consultant employees or subcontractors hired and maintained to perform Services hereunder.

“Contract Documents” include this Agreement and the exhibits and other documents attached or referenced herein as well as any authorized changes or addenda hereto.

“Facility” or “Facilities” means the physical premises, locations and operations owned or leased by a Party and from or through which Consultant will provide any Services.

“Force Majeure Event(s)” means acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions, extraordinary elements of nature or acts of God.

“Party” or “Parties” means City and/or Consultant.

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

“Third Party” means a Person other than the Parties.

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



EXHIBIT C
AUTHORIZING LEGISLATION

(FORM PART OF THE CONTRACT DOCUMENTS)



EXHIBIT D
CITY SECURITY POLICIES

(NOT APPLICABLE)



EXHIBIT E
DISPUTE RESOLUTION PROCEDURES

1. If Consultant contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Services or proposed changes to the Services, Consultant shall, without delay and within three (3) days of being aware of the circumstances giving rise to Consultant's claim, provide written notice of its claim to City. If Consultant fails to give timely notice as required by this subsection or if Consultant commences any alleged additional work without first providing notice, Consultant shall not be entitled to compensation or adjustment for any such work to the extent timely notice was not provided. Such notice shall include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that Consultant's written notice to City is required under this subsection, Consultant shall submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.
2. The parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, Consultant and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Services.
3. If a dispute or disagreement cannot be resolved informally Consultant Authorized Representative and Authorized City Representative, upon the request of either party, shall meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.
4. If City and Consultant are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.



EXHIBIT F

WAGE RATES

APPENDIX A; OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS





APPENDIX B; INSURANCE AND BONDING REQUIREMENTS



APPENDIX C; GEORGIA SECURITY & IMMIGRATION COMPLIANCE

ACT OF 2006



_____ COUNTY }
 }
 STATE OF _____ }

CONTRACTOR AFFIDAVIT AND AGREEMENT

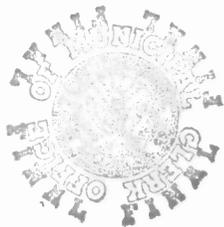
COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned contractor, who, after being duly sworn, states as follows:

1.

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is contracting with the City of Atlanta has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

2.

The undersigned contractor further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to the contract with the City of Atlanta of which this affidavit is a part, the undersigned contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 through the subcontractor's execution of the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08 or a substantially similar subcontractor affidavit. The undersigned contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the City of Atlanta at the time the subcontractor(s) is retained to perform such service.



EEV / Basic Pilot Program User Identification Number

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Contractor Name

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me

This ____ day of _____, 200__

Notary Public

My commission expires: _____

* 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. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



_____ COUNTY }
STATE OF GEORGIA }

SUBCONTRACTOR AFFIDAVIT

COMES NOW before me, the undersigned officer duly authorized to administer oaths, the undersigned subcontractor, who, after being duly sworn, states as follows:

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services under a contract with _____ (name of contractor) on behalf of the City of Atlanta has registered with and is participating in a federal work authorization program* in accordance with the applicability provisions and deadlines established in O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02.

EEV / Basic Pilot Program User Identification Number

FURTHER AFFIANT SAYETH NOT.

BY: Authorized Officer or Agent

Date

Subcontractor Name

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

Sworn to and subscribed before me
This ___ day of _____, 200__

Notary Public
My commission expires: _____

* 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. As of the effective date of O.C.G.A. § 13-10-91, the applicable federal work authorization program is the "EEV / Basic Pilot Program" operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).



**GEORGIA SECURITY AND IMMIGRATION
COMPLIANCE ACT OF 2006
Required Contract Submittal**

CONTRACT NO. _____

CONTRACTOR: _____

Effective July 1, 2007, the following language is required to be included in all contracts entered into by the City of Atlanta (hereinafter "City") for the physical performance of services within this State:

A. Pursuant to the Georgia Security and Immigration Compliance Act of 2006, the Contractor understands and agrees that compliance with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 are conditions of this Agreement. The Contractor further agrees that such compliance shall be attested by the Contractor through execution of the contractor affidavit required by Georgia Department of Labor Rule 300-10-1-.07, or a substantially similar contractor affidavit. The Contractor's fully executed affidavit is attached hereto as Exhibit ___ and is incorporated into this Agreement by reference herein.

B. By initialing in the appropriate line below, the Contractor certifies that the following employee-number category as identified in O.C.G.A. § 13-10-91 is applicable to the Contractor:

1. _____ 500 or more employees;
2. _____ 100 or more employees;
3. _____ Fewer than 100 employees.

C. The Contractor understands and agrees that, in the event the Contractor employs or contracts with any subcontractor or subcontractors in connection with this Agreement, the Contractor shall:

1. Secure from each such subcontractor an indication of the employee-number category as identified in O.C.G.A. § 13-10-91 that is applicable to the subcontractor;
2. Secure from each such subcontractor an attestation of the subcontractor's compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 by causing each such subcontractor to execute the subcontractor affidavit required by Georgia Department of Labor Rule 300-10-1-.08, or a substantially similar subcontractor affidavit. The Contractor further understands and agrees that the Contractor shall require the executed subcontractor affidavit to become a part of the agreement between the Contractor and each such subcontractor and shall provide a copy of said affidavit to the City. The Contractor agrees to maintain records of each



subcontractor attestation required hereunder for inspection by the City at any time.

D. Contractor's failure to comply with the requirements of O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1-.02 shall be a material default of performance of this Agreement and may result in termination of this Agreement for such default, pursuant to the termination provisions of this Agreement.

By the signature below, Contractor's duly authorized representative acknowledges the contractual requirements contained in this document and agrees to comply with them as required by law.

This _____ day of _____, 20_____.

ATTEST:

Contractor's Representative

Contractor's Representative (Print Name)