

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Finance/Executive

Chief of Staff Deadline: 02/21/14

Anticipated Committee Meeting Date(s): 03/12/14

Anticipated Full Council Date: 03/17/14

Legislative Counsel's Signature: Kristen Rectenwald *Kristen M Rectenwald*

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

Chief Information Officer Signature (for IT Procurements) N/A

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER WITH NEW SOUTH CONTRUCTION COMPANY, INC. FOR PROJECT NUMBER FC-5926, NORTH CARGO PARTIAL ROOF REPLACEMENT & EXTERIOR PRECAST PANEL CAULKING AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$320,000. ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAEO: 18100287 (GENERAL IMPROVEMENTS) D0750016 (REPAIR WATER INTRUSION PROBLEM AT SWA CARGO) 550291249 (DOA R N E 9999) 5414002 (FACILITIES OTHER THAN BLDGS) AND FDOA: 5502 (AIRPORT RENEWAL & EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5414002 (FACILITIES OTHER THAN BLDGS) 7563000 (AIRPORT) 100287 (GENERAL IMPROVEMENTS) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$320,000

Mayor's Staff Only

Received by CPO: 2/20/14
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: [Signature] 2/24/14
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

Legislative White Paper**Committee of Purview:** Finance/Executive**Caption:**

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A CHANGE ORDER WITH NEW SOUTH CONTRUCTION COMPANY, INC. FOR PROJECT NUMBER FC-5926, NORTH CARGO PARTIAL ROOF REPLACEMENT & EXTERIOR PRECAST PANEL CAULKING AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$320,000. ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAE0: 18100287 (GENERAL IMPROVEMENTS) D0750016 (REPAIR WATER INTRUSION PROBLEM AT SWA CARGO) 550291249 (DOA R N E 9999) 5414002 (FACILITIES OTHER THAN BLDGS) AND FDOA: 5502 (AIRPORT RENEWAL & EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5414002 (FACILITIES OTHER THAN BLDGS) 7563000 (AIRPORT) 100287 (GENERAL IMPROVEMENTS) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

Council Meeting Date: 03/17/14**Legislation Title:** North Cargo Partial Roof Replacement & Exterior Precast Panel Caulking**Requesting Dept.:** Aviation**Contract Type:** Construction Agreement**Source Selection:** N/A**Bids/Proposals Due:** N/A**Invitations Issued:** N/A**Number of Bids/
Proposals Received:** N/A**Bidders/Proponents:** N/A**Background:**

A resolution authorizing the Mayor to execute a Change Order with New South Construction Company, Inc., for FC-5926, North Cargo Partial Roof Replacement & Exterior Pre-Cast Panel Caulking project in an amount not to exceed \$320,000.00.

This Change Order will allow the Contractor to install approximately 40,000 sq. ft. of fully adhered 60 mil Fleeceback Thermoplastic Olefin Roof System (TPO) membrane roofing system with heat welded TPO sheet seams over the existing modified built-up roof system located over Southwest Airlines lease space at the North Cargo Building. In addition, included in this scope of work is provision of new lightning protection systems (only in this

roof section) to meet all applicable codes, NFPA and UL certification requirements. The Manufacturer's warranty is a twenty (20) year total roof warranty (labor, workmanship and materials). The Contractor will also provide a two (2) year Contractor's Warranty.

The roof replacement over the Southwest Airline lease space was not replaced under the recent North Cargo Roof Replacement project because during the Planning phase the roof appeared to be in good condition. The roof was only approximately 15 years old and it was believed that the roof had five years of additional life expectancy before the roof replacement was necessary. The recent adjacent re-roofing project replaced roofing that was over 30 years old and was in desperate need of replacement. The current leaks are believed to be at pipe penetrations, improper wall flashing and counter flashing around the roof top HVAC units. The roof warranty has expired and the roof is approaching the end of its life expectancy. It is recommended that the entire roof be replaced over Southwest Airline lease space, using the existing contractor on-site to greatly accelerate the remedy for the poor working conditions in the facility.

Source of Funds: Airport Renewal & Extension Fund

Fiscal Impact: \$320,000

Term of Contract:

Method of Cost Recovery:

Approvals:

DOF: yes

DOL: yes

Prepared By: Anita Williams

Contact Number: 404-382-2313

CITY OF ATLANTA
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

PROJECT NUMBER FC-5926

NORTH CARGO PARTIAL ROOF REPLACEMENT AND EXTERIOR
PRECAST PANEL CAULKING

AGREEMENT

Contractor: New South Construction Company, Inc. Contract No. FC-5926

Address: 1132 West Peachtree St. Atlanta, GA 30309 Telephone: 404-443-4000

Contact: Thomas N. Troutman Facsimile: 404-443-4100

This Contract is effective as of the 26th day of November, 2012, between CITY and the above named CONTRACTOR who hereby agree that all Work specified below shall be performed by the CONTRACTOR in accordance with all the provisions of this Contract, consisting of the following Contract Documents:

- Exhibit "A" General Conditions
- Exhibit "B" Special Conditions
- Exhibit "C" Quantities, Pricing and Data Forms
- Exhibit "D" Legislation
- Exhibit "E" Scope of Work and Technical Specifications
- Exhibit "F" Index of Drawings
- Exhibit "G" Quality Control Program
- Appendix A; Office of Contract Compliance
- Appendix B; Insurance & Bonding Requirements
- Appendix C; **Not included in this ITB**
- Appendix D; Construction Safety & Health Plan

1. **WORK TO BE PERFORMED:** Except as specified elsewhere in the Contract, CONTRACTOR shall furnish all plant; labor; materials; tools; supplies; equipment; transportation; supervision; technical, professional and other services; and shall perform all operations necessary and required to satisfactorily:

GENERAL SCOPE:

The contractor is to provide labor, materials, equipment and all services required by the drawings and specifications for the partial roof replacement and exterior caulking for the North Cargo Building. The scope of project is the removal and replacement of approximately 113,110 sq. ft. built-up roofing system and insulation at the eastern end of the North Cargo Building. Included in this scope of work is installing new insulation, modified bitumen roofing system (including replacement of all flashing, gravel stops, roof walkway pads prefabricated expansions joint system, metal flashing at flues, pipes, etc. and all necessary sealants). In addition, the scope of this work will require the removal and replacement of the existing lightning protection system and recertification to meet all applicable codes, including NFPA and UL certification requirements. In addition, the

scope includes the removal of all asbestos containing materials.

The scope of work also includes pressure washing exterior walls, remove and replace the existing caulking and backer-rod with new polyurethane sealant and backer-rod for on the exterior precast concrete wall panels for the entire North Cargo Building. Additionally the scope includes the replacement of the existing building expansion joints with a new expansion joint system.

2. **SCHEDULE:** The Work shall be performed in accordance with the dates set forth in the Exhibit "B" Special Conditions, SC-6 clause titled "COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK."
3. **COMPENSATION:** As full consideration for the satisfactory performance by CONTRACTOR of this Contract, CITY shall pay to CONTRACTOR compensation in the amount of \$ 2,313,012.00, in accordance with the prices set forth in Exhibit "C" and the payment provisions of this Contract.
4. **LEGISLATIVE RESOLUTION:** This Contract is authorized by resolution attached as Exhibit "D" adopted by the Council of the City of Atlanta on September 4, 2012 and approved by the Mayor of the CITY on September 13, 2012.

This Contract embodies the entire agreement between CITY and CONTRACTOR and supersedes all other writings. The parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding not set forth herein.

CITY OF ATLANTA

NEW SOUTH CONSTRUCTION COMPANY, INC.

FOR

SIGNATURE:

[Handwritten Signature]

TEST:

PRINT:

Thomas T. Courtman

TITLE:

Exec Vice President

MUNICIPAL CLERK

ATTEST:

[Handwritten Signature]

SECRETARY/ASST. SECRETARY

FORIS WEBB
DEPUTY MUNICIPAL CLERK

APPROVED:

[Affix Corporate Seal]

[Handwritten Signature]

AVIATION GENERAL MANAGER

[Handwritten Signature]

ASSISTANT AVIATION GENERAL MANAGER

[Handwritten Signature]

PROJECT MANAGER

[Handwritten Signature]

CHIEF PROCUREMENT OFFICER
DEPARTMENT OF PROCUREMENT

APPROVED AS TO FORM:

[Handwritten Signature]

Digitally signed by Kristin Rectorwald
DN: cn=US, o=GA, ou=City of Atlanta -
Department of Aviation, ou=Information Services Division
authenticated by USA, cn=Kristin Rectorwald,
email=kristin.ectorwald@atlanta-airport.com
Date: 2012.11.02 11:15:09 -0400

CITY ATTORNEY

**CITY OF ATLANTA
DEPARTMENT OF AVIATION
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

PROJECT NUMBER FC-5926

**NORTH CARGO PARTIAL ROOF REPLACEMENT
AND EXTERIOR PRECAST PANEL CAULKING**

EXHIBIT "E" - SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

01) SCOPE OF WORK

The contractor is to provide labor, materials, equipment and all services required by the drawings and specifications for the partial roof replacement and exterior caulking for the North Cargo Building. The scope of project is the removal and replacement of approximately 113,110 sq. ft. built-up roofing system and insulation at the eastern end of the North Cargo Building. Included in this scope of work is installing new insulation, modified bitumen roofing system (including replacement of all flashing, gravel stops, roof walkway pads prefabricated expansion joint system, metal flashing at flues, pipes, etc. and all necessary sealants). In addition, the scope of this work will require the removal and replacement of the existing lightning protection system and recertification to meet all applicable codes, including NFPA and UL certification requirements. In addition, the scope includes the removal of all asbestos containing materials.

The scope of work also includes pressure washing exterior walls, remove and replace the existing caulking and backer-rod with new polyurethane sealant and backer-rod for on the exterior precast concrete wall panels for the entire North Cargo Building. Additionally the scope includes the replacement of the existing building expansion joints with a new expansion joint system.

02) CONSTRUCTION

CONTRACTOR shall perform the work in accordance with the furnished specifications and instructions.

03) TECHNICAL SPECIFICATIONS

The following specifications and technical documents form a part of the contract:

1. CONTRACT INFORMATION SECTION			
<input checked="" type="checkbox"/> CONTRACT CHANGE	<input type="checkbox"/> TASK ORDER CHANGE	DATE: _____	
OWNER: CITY OF ATLANTA ("CITY" OR "DOA")			
CONSULTANT/CONTRACTOR: <u>NEW SOUTH CONSTRUCTION COMPANY, INC.</u>			
CONTRACT / FC #: <u>5926</u>			
TASK ORDER #: <u>N/A</u>			
CHANGE #: _____			
PROJECT NAME: <u>NORTH CARGO PARTIAL ROOF REPLACEMENT & EXTERIOR PRECAST PANEL CAULKING</u>			
WBS #: <u>D07.50.009 / D.07.50.010</u>			
2. TYPE OF CHANGE			
<input checked="" type="checkbox"/> SCOPE	<input checked="" type="checkbox"/> MODIFY SCHEDULE OF VLAUE		
<input checked="" type="checkbox"/> SCHEDULE	<input type="checkbox"/> AMINISTRATIVE		
<input checked="" type="checkbox"/> CONTRACT COST INCREASE*	<input type="checkbox"/> OTHER _____		
<input type="checkbox"/> CONTINGENCY ASSIGNMENT			
<i>* Legislative Approval and Signature of the Mayor Required</i>			
3. REASON FOR CHANGE			
Southwest Airlines has experienced several incidents of water intrusion from the roof of their leased office space at the North Cargo Building. The DOA executed spot repairs in an effort to temporarily address the roof leaks. To comprehensively remediate the existing water intrusion issue and to safeguard against potential future leaks, the DOA will install a new roof which will provide the DOA with an estimated twenty (20) years of useful life.			
4. DESCRIPTION OF CHANGE			
To increase the Contract FC-5926 by \$320,000.00 to install approximately 40,000 square feet of fully adhered 60 mil Fleeceback Thermoplastic Olefin Roof System (TPO) membrane roofing system with heat welded TPO sheet seams over a portion of the North Cargo Building which is leased to Southwest Airlines			
5. CHANGE REQUESTED BY: <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> CONSULTANT <input checked="" type="checkbox"/> DOA			
6. SCHEDULE IMPACT: YES			
7. COST IMPACT: \$320,000.00			
8. FUNDING			
A resolution authorizing the mayor or his designee to execute Change Order with New South Construction in an amount not to exceed \$320,000.00 for a partial roof replacement to the North Cargo Building.			
9. FINANCIAL SUMMARY: N/A			

10. ATTACHMENTS Resolution 12-R-1085**11. RELEASE LANGUAGE**

Consultant/Contractor acknowledges and agrees that the consideration set forth in this Contract / Task Order Change Form represent a full and final resolution of all consideration agreed upon by Consultant/Contractor for any monetary impact or time impact of any type arising from, related to or involved with respect to the subject matter of this Contract / Task Order Change Form including, without limitation, all direct costs, indirect costs, overhead costs, cumulative impacts, ripple effect, impact on any other Work, as defined in the underlying Contract and/or Task Order, general and administrative expenses, and profit.

Consultant/Contractor and its members, employees, directors, officers, agents, attorneys, subcontractors of any tier, insurers, sureties, assigns, predecessors and successors hereby release, remise and forever discharge the City and its present and former officers, employees, directors, officials, agents, attorneys, designers, consultants, subconsultants, construction managers, insurers, assigns, predecessors and successors (collectively, the "City Releasees"), from all debts, claims, demands, actions, causes of action, sums of money, controversies, costs, fees, lawsuits, omissions, and liabilities whatsoever, of any and every name, both at law or in equity, which Consultant/Contractor has, had, or could have had against the City Releasees, collectively or individually, through the effective date of this Contract / Task Order Change Form, related to or arising from the subject of this Contract / Task Order Change Form, except as may be specifically provided in this Contract / Task Order Change Form.

This Contract / Task Order Change Form constitutes the entire agreement between the City and Consultant/Contractor ("parties") with respect to its subject matter contained herein and supersedes all prior agreements, understandings, expectations, and discussions of the parties, whether oral or written, and there are no representations or other agreements between the parties in connection with this subject matter contained herein except as specifically set forth in this Contract / Task Order Change Form. The parties shall bear their own costs, expenses, and attorneys' fees incurred in or arising out of or in any way related to the matters contained in this Contract / Task Order Change Form. For purposes of interpretation, this Change Order shall not be deemed to be drafted by any party, and any ambiguity shall not be construed against any party. This Contract / Task Order Change Form is executed in accordance with all applicable Ordinances of the City of Atlanta and will be binding on both parties in accordance therewith.

Unless explicitly set forth in this Contract / Task Order Change Form, all terms, covenants and conditions of the underlying Contract and/or Task Order, except as duly modified in accordance with the Ordinances of the City of Atlanta by previous Addendums, or Change Orders, if any, shall remain in full force and effect.

[SIGNATURES BEGIN ON NEXT PAGE]

<p>OWNER:</p> <p>CITY OF ATLANTA</p> <hr/> <p>Mayor Date</p> <hr/> <p>Municipal Clerk (Seal) Date</p> <p>Approved:</p> <hr/> <p>Aviation General Manager Date</p> <hr/> <p>Chief Procurement Officer Date</p> <p>Recommended By:</p> <hr/> <p>Aviation Deputy General Manager Date</p> <hr/> <p>Assistant Aviation General Manager – P&D Date</p> <p>Approved as to Form:</p> <hr/> <p>Senior Assistant City Attorney Date</p>	<p>CONSULTANT/CONTRACTOR:</p> <p>NEW SOUTH CONSTRUCTION COMPANY, INC.</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <hr/> <p>Corporate Secretary/Assistant Secretary</p> <p style="text-align: center;">[Affix Corporate Seal]</p>
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Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

FAC Confirmed by:

B. To be completed by the department:

1. Please provide a summary of the purpose of this legislation (Justification Statement).

A resolution authorizing the Mayor to execute a Change Order with New South Construction Company, Inc., for FC-5926, North Cargo Partial Roof Replacement & Exterior Pre-Cast Panel Caulking project in an amount not to exceed \$320,000.00.

This Change Order will allow the Contractor to install approximately 40,000 sq. ft. of fully adhered 60 mil Fleeceback Thermoplastic Olefin Roof System (TPO) membrane roofing system with heat welded TPO sheet seams over the existing modified built-up roof system located over Southwest Airlines lease space at North Cargo Building. In addition, included in this scope of work is provision of new lightening protection systems (only in this roof section) to meet all applicable codes, NFPA and UL certification requirements. The Manufacturer's warranty is a twenty (20) year total roof warranty (labor, workmanship and materials). The Contractor will also provide a two (2) year Contractor's Warranty.

2. Please provide background information regarding this legislation.

The roof replacement over the Southwest Airline lease space was not replaced under the recent North Cargo Roof Replacement project because during the Planning phase the roof appeared to be in good condition. The roof was only approximately 15 years old and it was believed that the roof had five years of additional life expectancy before the roof replacement was necessary. The recent adjacent re-roofing project replaced roofing that was over 30 years old and was in desperate need of replacement. The current leaks are believed to be at

pipe penetrations, improper wall flashing and counter flashing around the roof top HVAC units. The roof warranty has expired and the roof is approaching the end of its life expectancy. It is recommended that the entire roof be replaced over Southwest Airline lease space, using the existing contractor on-site to greatly accelerate the remedy for the poor working conditions in the facility.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Construction Agreement

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:**

4. Fund Account Center (Ex. Name and number): PTAE0: 18100287 (General Improvements) D0750016 (Repair Water Intrusion Problem at SWA Cargo) 550291249 (DOA R N E 9999) 5414002 (Facilities Other Than Bldgs) and FDOA: 5502 (Airport Renewal & Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5414002 (Facilities Other Than Bldgs) 7563000 (Airport) 100287 (General Improvements) 91249 (DOA R N E 9999).

5. Source of Funds: Example: Local Assistance Grant

6. Fiscal Impact: \$320,000.00

Example: This legislation will result in a reduction in the amount of _____ to Fund Account Center Number _____.

7. Method of Cost Recovery:

Examples:

- a. Revenues generated from the permits required under this legislation will be used to fund the personnel needed to carry out the permitting process.
- b. Money obtained from a local assistance grant will be used to cover the costs of this Summer Food Program.

This Legislative Request Form Was Prepared By: Marsha Love-Brown, CPPO