

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
EXHIBIT “B” CONSTRUCTION CONTRACT SPECIAL CONDITIONS
IFB-C-1200348, SOUTH DEICING COMPLEX RAMP

Table of Contents

SC-01	DEFINITIONS.....	2
SC-02	COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK	4
SC-03	LIQUIDATED DAMAGES.....	5
SC-04	CONTRACT ADMINISTRATION.....	6
SC-05	CITY FURNISHED DRAWINGS AND SPECIFICATIONS	6
SC-06	CITY FURNISHED FACILITIES, MATERIALS.....	6
SC-07	CONTRACTOR FURNISHED DRAWING, DATA, AND SAMPLES.....	7
SC-08	KEY PERSONNEL	12
SC-09	ESSENTIAL SUBCONTRACTORS.....	12
SC-10	ADDRESSES.....	13
SC-11	MEASUREMENT FOR PAYMENT	14
SC-12	INVOICING AND PAYMENT.....	15
SC-13	WAGE REQUIREMENTS	17
SC-14	PROJECT CONTINGENCY AND ALLOWANCES.....	18
SC-15	TEMPORARY ACCESS AND HAUL ROADS	18
SC-16	CONTRACTORS’ WORK AREA	19
SC-17	CLEANING UP	21
SC-18	COORDINATION AND WORK ON AIRPORT PROPERTY.....	22
SC-19	PROTECTION OF AIRPORT OPERATIONS SYSTEMS	22
SC-20	DELAY FOR OPERATIONS.....	23
SC-21	CUTTING AND PATCHING.....	23
SC-22	INSPECTIONS AND QUALITY.....	23

SC-01 DEFINITIONS

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

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

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

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

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

ASTM means The American Society for Testing and Materials.

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

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

Contract Line Item means a discretely priced portion of Work identified in the Exhibit titled “QUANTITIES, PRICING AND DATA FORMS.”

Contract Schedule means the Work execution schedule developed and approved pursuant to the Exhibit titled “SCHEDULE REQUIREMENTS.”

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

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

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

Lighting means a system of fixtures providing or controlling the light sources used on or near the Airport or within the Airport buildings. The field lighting includes all luminous signals, markers, floodlights, and

illuminating devices used on or near the Airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the Airport surface.

MARTA means Metropolitan Atlanta Rapid Transit Authority.

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

PROPONENT means the legal entity proposing, its/their respective directors, officers, partners, joint venture, employees, agents, representatives, permitted assigns and successors, presented to the CITY for approval to perform specific work in accordance with the Scope of Work defined in this Request for Proposal.

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

SIDA means the Security Identification Display Area.

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

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

Subgrade means the soil which forms the pavement foundation.

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

TSA means the Transportation Security Administration.

Utility Contracting means undertaking to construct, erect, alter, or repair or have constructed, erected, altered, or repaired any utility system in which the cost of the utility system work exceeds one hundred thousand dollars (\$100,000.00).

Utility Contractor means a sole proprietorship, partnership, or corporation, which is engaged in utility contracting under express or implied contract or which bids for, offers to perform, purport to have the capacity to perform or does perform utility contracting under express or implied contract.

Utility Foreman means any individual who is employed by a licensed CONTRACTOR to have oversight and charge of the construction, erection, alteration, or repair of utility systems.

Utility Manager means any individual who is employed by a utility CONTRACTOR to have oversight and charge of the construction, erection, alteration, or repair of utility systems.

SC-02 COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK

2.1 Commencement. CONTRACTOR shall commence Work according to the accepted schedule following written Notice to Proceed from CITY, but in no event later than ten (10) business days thereafter. To facilitate the start of construction as early as possible, CONTRACTOR is strongly encouraged to submit its Safety, Security, Environmental, Quality Control, Fire Prevention plans, and the FAA Safety Plan Compliance Document (SPCD) to the CITY for review and approval immediately after Award of the Contract by the Council of the City of Atlanta. CONTRACTOR acknowledges that construction cannot begin until the Safety, Security and Quality Control plans are approved and that the development and submittal of CONTRACTOR submittals prior to the Contract being fully executed and Notice to Proceed issued is at CONTRACTOR's risk. Prior to any actual construction being performed, there shall be a Pre-Construction Conference to discuss details of execution.

2.2 Intermediate Milestones. CONTRACTOR shall complete the following intermediate milestones under this Contract:

NO.	CONTRACT MILESTONES
1.	CONTRACTOR shall achieve Substantial Completion on or before Five Hundred and Eighteen (518) Calendar Days from Notice to Proceed.
2.	CONTRACTOR shall achieve Final Completion on or before Six Hundred and Ten (610) Calendar Days from Notice to Proceed.
3.	CONTRACTOR shall provide O&M manuals, warranties and As-Builts within Sixty (60) calendar days from the date of substantial completion of the entire project.

2.3 Substantial Completion. CONTRACTOR shall achieve Substantial Completion as identified in this exhibit under section 2.2-Intermediate Milestones. This performance period is inclusive of the time required to gain approval for the Safety and Security plans which may require as many as 45 calendar days for review and approval. The SPCD must also be submitted and approved prior to commencement of work. CONTRACTOR acknowledges that CITY has purchased the entirety of the performance period. CONTRACTOR's schedule may indicate an earlier Substantial Completion date than required by CITY; however, CONTRACTOR is not entitled to any additional compensation should delays occur until the delays exceed the performance period indicated above.

2.4 Advance Information. CONTRACTOR shall give ENGINEER full information in advance in writing as to its plans for performing each part of the Work. If at any time, CONTRACTOR's actual progress is inadequate to meet the requirements of this Contract, ENGINEER may notify CONTRACTOR to take such steps as may be necessary to improve its progress. If, within a reasonable period as determined by ENGINEER, CONTRACTOR does not improve performance to meet the Contract Milestones set forth above, ENGINEER may require an increase in CONTRACTOR's labor force, the number of shifts, overtime operations, additional days of Work construction plant and equipment, all without additional cost to CITY. Neither such notice, nor

ENGINEER's failure to issue such notice, shall relieve CONTRACTOR of its obligation to achieve the quality of Work and rate of progress required by this Contract.

2.5 Noncompliance with ENGINEER's Instructions. Noncompliance with ENGINEER's instructions shall be grounds for ENGINEER's determination that CONTRACTOR is not prosecuting the Work with such diligence as will assure completion within the time specified. Upon such determination, CITY may terminate this Contract pursuant to the Clause titled "TERMINATION FOR DEFAULT."

SC-03 LIQUIDATED DAMAGES

3.1 Liquidated Damages. The parties hereby agree that the damages which CITY to determine with certainty and, therefore, have in good faith estimated as fair compensation, the Liquidated Damages as set forth below. If CONTRACTOR fails to deliver the equipment or materials or perform the services within the times specified in this Contract for the established Milestones & Substantial Completion, or any extensions granted in writing, the CONTRACTOR shall pay to CITY as fixed, agreed, and Liquidated Damages for each calendar day of delay the sum(s) specified below, which amounts shall be independently calculated as follows:

NO.	BASE BID CONTRACT MILESTONES	LIQUIDATED DAMAGES
1	CONTRACTOR shall achieve Substantial Completion on or before Five Hundred and Eighteen (518) Calendar Days from Notice to Proceed.	Three Thousand Dollars and Zero Cents (\$3,000.00) per calendar day.
2	CONTRACTOR shall achieve Final Completion on or before Six Hundred and Ten (610) Calendar Days from Notice to Proceed.	Three Thousand Dollars and Zero Cents (\$3,000.00) per calendar day.
3.	CONTRACTOR shall provide O&M manuals, warranties and As-Built within Sixty (60) calendar days from the date of substantial completion of the entire project.	Three Thousand Dollars and Zero Cents (\$500.00) per calendar day.

3.2 Application of Liquidated Damages not a Change. The application of Liquidated Damages shall not effect a change in the Contract milestone or relieve CONTRACTOR of its obligation to improve its progress, pursuant to the Clause titled "COMMENCEMENT, PROGRESS, AND COMPLETION OF THE WORK," to achieve, or to mitigate the failure to achieve, the Contract milestone date or stated area reopening.

3.3 Payment of Liquidated Damages. Payments of Liquidated Damages shall become due immediately upon failure to achieve Contract milestones. CITY shall be entitled to withhold from payments due, offset against other obligations, deduct from retainage, and draw down on letter(s) of credit or performance securities any and all Liquidated Damages due from CONTRACTOR.

3.4 No Restriction of Rights and Remedies. Nothing in this Clause shall operate to restrict any other rights and remedies available to CITY at law or under this Contract.

SC-04 CONTRACT ADMINISTRATION

CONTRACTOR agrees to utilize forms, reports and formats for information furnished by the ENGINEER in conjunction with the execution of work under this Contract.

4.1 Preconstruction Conference. After the award of the Contract and prior to commencement of the Work, a preconstruction conference between the CITY and the CONTRACTOR will be held. The time and place of the meeting will be established by the CITY. All involved parties shall be prepared to discuss any issues or concerns with the execution of the Work.

4.2 Coordination and Progress Meetings. The CONTRACTOR and any requested subcontractors and suppliers shall participate in weekly meetings with the ENGINEER to review and status construction progress and discuss scheduling changes, as required. The time and place for the meetings will be established by the ENGINEER. From time to time, and at the discretion of the ENGINEER, the frequency of such meetings may be lessened or increased, based on the issues and progress at hand.

4.3 Software Requirement. The CONTRACTOR shall utilize PMWeb software application for Contract management and project administration for the Hartsfield-Jackson ATLNext Program.

SC-05 CITY FURNISHED DRAWINGS AND SPECIFICATIONS

5.1 CITY will Furnish. CITY will furnish specifications and prints of engineering design drawings for each part of the Work under this Contract. Such drawings will give information required for the preparation of shop detail drawings by CONTRACTOR. CONTRACTOR shall, immediately upon receipt thereof, check all specifications and drawings furnished and shall promptly notify ENGINEER in writing of any omissions or discrepancies in such specifications or drawings.

5.1.1 Two (2) copies of all specifications, one (1) full size and two (2) half-size prints of drawings will be furnished to CONTRACTOR without charge. The CONTRACTOR shall also be provided, on compact disc, the drawings and specifications in electronic portable document format (PDF) for CONTRACTOR's use.

5.3 Drawings at the Jobsite. CONTRACTOR shall maintain one complete and current set of all Contract Documents available at the Jobsite at all times, including designer-reviewed CONTRACTOR drawings.

SC-06 CITY FURNISHED FACILITIES, MATERIALS

Facilities. The facility listed below will be furnished by CITY and shall be used by CONTRACTOR for this project only.

6.1 Use Charges. NONE

6.2 Temporary Facilities. NONE

6.3 Use of Premises.

6.3.1 In general, the CONTRACTOR shall have limited use of the premises for construction operations as indicated on Contract Documents.

6.3.2 The CONTRACTOR shall limit use of premises to work areas indicated on Contract Documents. Do not disturb portions of the Project Site beyond areas in which work is indicated.

6.3.3 Any shutdown of Airport equipment or systems shall require a 7-day advance notice to the Airport.

6.3.4 For Electrical Work/Temporary Power, the CONTRACTOR shall coordinate temporary power needs by the CONTRACTOR, such as Electric Welding Machines, with the Airport representative in establishing power service point locations. The CONTRACTOR shall provide all equipment and installation to provide the temporary power needs.

6.3.5 CONTRACTOR shall manage premises to maintain a neat, orderly, and clean appearance. CONTRACTOR shall regularly mow along Airport roadways. CONTRACTOR shall comply with any directive of the ENGINEER to remedy conditions of unclean or disorderly appearance within the Work area.

6.4 Owner Furnished Materials. NONE

SC-07 CONTRACTOR FURNISHED DRAWING, DATA, AND SAMPLES

7.1 Drawings, Data, and Samples by CONTRACTOR. When drawings, samples, certificates and data are required by the Contract Documents or good engineering and construction practices, CONTRACTOR shall prepare and submit them to ENGINEER for DOA review. CONTRACTOR shall allow a minimum of twenty-one (21) calendar days for ENGINEER's review. CONTRACTOR shall prepare and submit to the ENGINEER a submittal schedule, at the same time the Contract Schedule is submitted. Such schedule shall incorporate all of the required and specified submittals, including, but not limited to, drawings, samples, and data. The submittal schedule shall identify each item together with dates for submission of each for review. The CONTRACTOR shall maintain consistency and logic between the submittal schedule and the Contract schedule.

7.2 ENGINEER Review. ENGINEER review and permission to proceed does not constitute acceptance or approval of submittal including, but not limited to, design details, calculations, analyses, test methods, construction methods, rigging plans, certificates or materials developed or selected by CONTRACTOR and does not relieve CONTRACTOR from full compliance with the Contract requirements.

7.3 Shop Drawings.

7.3.1 Description.

7.3.1.1 Original drawings, prepared by CONTRACTOR Subcontractors, suppliers or distributors, which illustrate the Work; showing fabrication, layout, setting or erection details.

7.3.1.2 Prepared by a qualified detailer.

7.3.1.3 Identify details by reference to sheet and detail numbers shown on contract drawings.

7.3.1.4 Maximum sheet sized: 24 inches x 36 inches

7.3.1.5 Reproductions for submittals: bond or black and white prints.

7.3.1.6 Shop drawings for structural details, false work and for temporary shoring shall be prepared by (or performed under the supervision of) a Georgia licensed P.E. (provided by CONTRACTOR) who shall sign and seal each shop drawing submitted.

7.4 Product Data.

7.4.1 Manufacturer's Standard Schematic Drawings.

7.4.1.1 Modify drawings to delete information that is not applicable to Project.

7.4.1.2 Supplement standard information to provide additional information applicable to Project.

7.4.1.3 Manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.

7.4.1.3.1 Clearly, mark each copy to identify pertinent materials of products.

7.4.1.3.2 Show dimensions and clearances required.

7.4.1.3.3 Show performance characteristics and capacities.

7.5 Samples.

7.5.1 Physical examples. To illustrate materials, equipment, or workmanship, and to establish standards by which completed work is judged.

7.5.2 Office Samples. Of sufficient size and quantity to clearly illustrate specified requirements.

7.5.3 Functional Characteristics. Of product or material, with integrally related parts and attachment devices.

7.6 CONTRACTOR's Responsibilities.

7.6.1 Review and approve shop drawings, product data, and samples prior to submission. Shop drawings that have not been reviewed by CONTRACTOR will be automatically returned to CONTRACTOR.

7.6.2 Verify:

7.6.2.1 Field Measurement, Dimensions, and Existing Elevations

7.6.2.2 Field Construction Criteria

7.6.2.3 Catalog Numbers and Similar Data

7.6.3 Coordinate each submittal with requirements of Work and of Contract documents.

7.6.4 CONTRACTOR's responsibility for errors and omissions in submittals is not relieved by ENGINEER's review of submittals.

7.6.5 CONTRACTOR's responsibility for deviations in submittals from requirements of Contract Documents is not relieved by ENGINEER's review of submittals, unless ENGINEER gives written acceptance of specific deviations.

7.6.6 Notify ENGINEER in writing at time of submission of deviations in submittals from requirements of Contract Documents.

7.6.7 Perform no work, which requires submittals until the return of submittals with ENGINEER's signature indicating a Code 1 or Code 2 review status (See "Code Notation")

7.6.8 After ENGINEER's review, distribute copies.

7.7 Submission Requirements.

7.7.1 The shop drawings shall be submitted in sufficient time to allow discussion and correction prior to beginning the Work. Work shall not be performed, nor materials ordered, prior to the review of the drawing except at CONTRACTOR's risk.

7.7.2 Submit one (1) electronic copy or six (6) hard copies of all product data and shop drawings excluding shop drawings that require the actual drawing be stamped. Submittals will be returned electronically, excluding shop drawings, that require the actual drawing be stamped.

7.7.3 Accompany submittals with transmittal letter, in duplicate containing:

7.7.3.1 Date;

7.7.3.2 Project title and number;

7.7.3.3 CONTRACTOR's name and address;

7.7.3.4 The number of each shop drawing product data and sample submitted;

7.7.3.5 Notification of deviations from contract documents; and

7.7.3.6 Other pertinent data.

7.7.4 Telephone communications or fax transmittals by CONTRACTOR requesting the review and/or approval of CONTRACTOR's submittal will not be accepted by ENGINEER.

7.7.5 Submittals shall include:

7.7.5.1 Data and revision dates;

7.7.5.2 Project title and number;

7.7.5.3 The name of:

8.7.5.3.1 The Engineer responsible for the submittal

7.7.5.3.2 CONTRACTOR;

7.7.5.3.3 Subcontractor;

7.7.5.3.4 Supplier;

7.7.5.3.5 Manufacturer; and

7.7.5.3.6 Separate detailer, when applicable.

7.7.6 Identification of product or material

7.7.7 Relation to adjacent structure or materials;

7.7.8 Field dimensions clearly identified as such;

7.7.9 Specification section number;

7.7.10 Applicable standards, such as ASTM number of Federal Specification;

7.7.11 A blank space, 5 inches x 5 inches for ENGINEER's stamp;

7.7.12 Identification of deviations from Contract documents; and

7.7.13 CONTRACTOR's stamp, initialed or signed, certifying to a review of the submittal, verification of field measurements and compliance with Contract documents.

7.8 Code Notation.

7.8.1 No exceptions taken (Code 1).

7.8.2 Make Corrections Noted. Work may proceed subject to incorporation of noted corrections (Code 2).

7.8.3 Amend and Resubmit. Work may not proceed; revise and re-submit (Code 3).

7.8.4 Rejected – See Remarks. Submittal is not acceptable; Work may not proceed (Code 4).

7.9 Resubmission Requirements of Shop Drawings.

7.9.1 Revise initial drawings as required and resubmit as specified for initial submittal. Contractor must resolve all comments indicated and resubmit to obtain a Code 1 Notation prior to Completion of the affected work.

7.9.2 Indicate on drawings any changes which have been made other than those requested by ENGINEER.

7.9.3 Product Data and Samples. Submit new data and samples in the same manner as required for initial submittals.

7.9.4 Labeling of Samples. Each sample shall bear a label showing CONTRACTOR's name, Project name, Contract number, name of the item, manufacturer's name, brand name, model number, supplier's name, and reference to the appropriate drawing number, technical specification section and paragraph number; all as applicable.

7.10 Distribution of Submittals After Review.

7.10.1 Distribute copies of shop drawings and product data which carry ENGINEER's stamp to:

ENGINEER – six (6) copies
Others as required

7.10.2 Distribute samples as directed.

7.10.3 Disposition of Samples. Samples which have been reviewed may, at ENGINEER's sole discretion, be returned to CONTRACTOR or retained.

7.11 Certificates and Data. Where certificates are required, four (4) copies of each certificate shall be submitted by, and at the expense, of CONTRACTOR. Submittal shall be made not less

than fifteen (15) calendar days prior to the time that the materials represented by such certificates are needed for incorporation into the Work.

7.12 Certificates to Identify. Certificates shall clearly identify the material being certified and shall include but not be limited to, the following information: CONTRACTOR's name, Project name, contract number, name of the item, manufacturer's name, and reference to the appropriate drawing, technical specification section and paragraph number; all as applicable.

7.13 CITY's Rights in Data. CITY shall have an irrevocable unrestricted royalty-free license to use all reports, Information, data, plans, drawings, specifications, computer programs, technical reports, operating manuals or other similar work products developed by CONTRACTOR and paid for by CITY under this Contract, or any other documents procured by, given to, prepared by, or assembled by CONTRACTOR under this Contract.

SC-08 KEY PERSONNEL

8.1 CONTRACTOR shall not reassign, or remove, the key personnel listed below without the prior written authorization of CITY:

<u>NAME</u>	<u>TITLE / POSITION</u>
TBD	Project Manager
TBD	Safety Manager
TBD	Superintendent
TBD	Quality Control Manager

8.2 In addition to requirements elsewhere in the contract, Project Manager shall have the following experience and qualifications:

- 8.2.1 Contract administration and interpretation;
- 8.2.2 Writing ability and computer skills needed to prepare correspondence and documents related to assigned project;
- 8.2.3 Coordination of communications, approvals, notifications, and record keeping related to changes in the assigned work;
- 8.2.4 Ability to establish, interpret, and update schedules and records of all correspondence related to contract activity; and
- 8.2.5 Good understanding of diversity participation requirements.

Qualification skills may be supplemented by a Construction Administrator or Subconsultant as needed. Resume shall be required.

SC-09 ESSENTIAL SUBCONTRACTORS

9.1 The following designated Subcontractors, submitted during the bid process on "FORM B, Essential Subcontractor Qualification Statement" of the Exhibit titled "QUANTITIES, PRICING AND DATA FORMS," are deemed to be essential by the CITY to the execution of this Contract. These Essential Subcontractors may not be removed or substituted by the CONTRACTOR without proper written notice with justification and approval by the CITY. In the event that an Essential

Subcontractor is to be removed or substituted, and said subcontractor was selected from a City prequalified subcontractor list, the prime contractor must select a replacement contractor from the prequalified list. If an agreement cannot be reached with or pricing proposals are not submitted from a pre-qualified subcontractor, the prime contractor may submit another subcontractor(s) for consideration by the City if they meet the qualifications to be provided by the City.

<u>Company Names</u>	<u>Scope of Subcontracted Services</u>
TBD	Electrical
TBD	Mechanical
TBD	Civil
TBD	Reclamation Tank Manufacturer
TBD	Joint Sealing
TBD	Underground Utility

9.2 Consent of CITY for Subcontracts. CONTRACTOR shall submit to the CITY a list of any third parties for the performance of all or any portion of the work within fifteen (15) calendar days from Notice to Proceed date for informational purposes. Those Subcontractors designated as essential in the Clause titled "ESSENTIAL SUBCONTRACTORS" need not be resubmitted.

SC-10 ADDRESSES

For all notices, demands, consents, approvals and requests to CITY, the address will be:

City of Atlanta Department of Aviation
1255 South Loop Road
Hartsfield-Jackson Atlanta International Airport
College Park, Georgia 30337

Facsimile (404) 209-1190

Attention: Aviation Assistant General Manager – Planning and Development

With a copy to:

City of Atlanta Department of Aviation
P.O. Box 20509
Hartsfield-Jackson Atlanta International Airport
Atlanta, Georgia 30320
Facsimile (404) 520-6803

Attention: Aviation General Manager

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

Attention: Chief Procurement Officer

ATLNEXT Capital Program
1255 South Loop Road
College Park, GA 30337
Facsimile (404) 684-8973
Attention: Resident Engineer

SC-11 MEASUREMENT FOR PAYMENT

11.1 Lump Sum Items. To establish a basis for payment against Lump Sum items set forth in the Exhibit titled "QUANTITIES, PRICING AND DATA FORMS," CONTRACTOR shall, within ten (10) calendar days after Notice to Proceed, provide a Schedule of Values which proposes:

11.1.1 A reasonable number of measurable interim tasks required to accomplish each lump sum item; and

11.1.3 An allocation of the price to each task with reasonable relationship to the costs incurred in its accomplishment.

11.2 Schedule of Values. ENGINEER shall review CONTRACTOR's Schedule of Values, determine the appropriate tasks and values for progress payments and so advise CONTRACTOR in writing. The Schedule of Values shall be reconcilable to the Project Schedule.

11.3 Payment for Materials on Hand. Partial monthly estimates may include delivered cost of materials to be incorporated in the Work, provided that such materials meet the requirements of the Contract Documents, and are delivered to acceptable sites on the Airport property or at other sites in the vicinity that are acceptable to the CITY. Such delivered costs of stored or stockpiled materials may be included in the monthly estimates after the following conditions are met:

11.3.1 The material has been stored or stockpiled in a manner acceptable to the ENGINEER at, or on, an approved site. The CITY reserves the right to inspect.

11.3.2 The CONTRACTOR has furnished the ENGINEER with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

11.3.3 The CONTRACTOR has furnished the ENGINEER with satisfactory evidence that the material and transportation costs have been paid.

11.3.4 The CONTRACTOR has furnished the CITY legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

11.3.5 The CONTRACTOR has furnished the CITY evidence that the material stored or stockpiled is insured against loss by damage or disappearance at any time prior to use in the Work.

It is understood and agreed that the transfer of title and the CITY's payment for such stored or stockpiled materials shall in no way relieve the CONTRACTOR of its responsibilities for furnishing and placing such materials in accordance with the Contract Documents.

In no case will the amount of partial payments for materials on hand exceed the Contract Price for such materials or the Contract Price for the Contract item where such materials will be utilized.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

11.4 Surveys to Determine Quantities. CONTRACTOR shall make all surveys necessary for determining all quantities of work to be paid under this Contract. Copies of field notes, computations and other records made by CONTRACTOR for the purpose of determining quantities shall be furnished to ENGINEER upon request. CONTRACTOR shall notify ENGINEER in writing prior to the time such surveys are made. ENGINEER, at his sole discretion, may witness and verify such surveys. If ENGINEER performs surveys to verify CONTRACTOR surveys which are the basis of payment requests and CONTRACTOR's survey proves to be inaccurate, the cost of verification surveys shall be paid by CONTRACTOR. Measurements and computations shall be made by such methods as ENGINEER may consider appropriate for the class of work measured and the estimate of quantities of work completed shall be compatible with the reporting requirements of the Exhibit titled "SCHEDULE REQUIREMENTS." The dividing limits or lines, between adjacent items or classes of work where not definitely indicated on the drawings or in the specifications shall be as determined by ENGINEER.

SC-12 INVOICING AND PAYMENT

12.1 Submittal of Invoices. CONTRACTOR shall prepare the invoice from the 26th of the month to the 25th of the following month. The invoice must be submitted to the construction manager (CM) on the 5th day of the next month. CONTRACTOR shall meet with the CM, five (5) days prior to submission of the invoice request to verify the quantity of Work in place for progress payment. The CONTRACTOR shall provide the necessary schedule and cost reports for review and agreement of invoiced quantities. Invoices must be entered in the CITY's Online Invoicing System (OLIS). Also, Consultant shall complete a Diversity Subcontractor Invoiced Report in OLIS on a monthly basis. This report does not replace the City of Atlanta Office of Contract Compliance EBO/SBE/DBE Monthly Utilization Report as stipulated in Appendix A of the contract.

12.2 Retainage. Within thirty (30) calendar days after receipt of a correct invoice, CITY will pay CONTRACTOR ninety percent (90%) of the approved invoice amount. When fifty (50%) percent of the Contract, including change orders and other additions the Contract value provided for by the Contract documents is due, and the manner of completion of the Contract work and its progress are reasonably satisfactory to the CITY, the CITY will not withhold any more retainage. At the discretion of the CITY and with the approval of the CONTRACTOR, the retainage of each Subcontractor may be released separately as the Subcontractor completes its Work. At the CITY's sole discretion and approval of the Surety, CITY may reduce previously retained amounts upon satisfactory completion of remaining Work. If, after discontinuing the retention, the CITY determines that the work is unsatisfactory or has fallen behind schedule, retention may be resumed at the previous level. If retention is resumed by the CITY, the CONTRACTOR and Subcontractors shall be entitled to resume withholding retainage accordingly. The retainage shall be shared by the CONTRACTOR and subcontractors as their interest may appear.

12.3 Releases of all Claims. CITY may, as a condition precedent to any payment, require CONTRACTOR to submit for itself, its Subcontractors, immediate and remote, and all material suppliers, vendors, laborers, and other parties acting through or under it, complete waivers and releases of all claims against CITY arising under or by virtue of this Contract. Upon request, CONTRACTOR shall, in addition, furnish acceptable evidence that all such claims have been satisfied.

12.4 Amounts Withheld. Any amounts otherwise payable under this Contract may be withheld, in whole or in part, if:

12.4.1 Any claims are filed against CONTRACTOR by CITY or third parties arising out of performance of this Contract;

12.4.2 CONTRACTOR is in material default of any Contract condition including, but not limited to, the schedule, quality assurance and health and safety requirements;

12.4.3 CONTRACTOR has not submitted:

12.4.3.1 Schedules as defined in the Exhibit titled "SCHEDULE REQUIREMENTS,"

12.4.3.2 Proper insurance certificates, or not provided proper coverage or proof thereof, and

12.4.3.3 Required Performance and Payment Bonds or CITY approved equivalent securities.

12.4.4 Adjustments are due from previous overpayment or audit result; or

12.4.5 Offsets in favor of CITY in other transactions are asserted.

12.5 Release of Withholdings. CITY will release and pay such withheld amounts if CONTRACTOR:

12.5.1 Has provided As-Built information approved by the ENGINEER.

12.5.2 Pays, satisfies, or discharges any claim of CITY, or third parties against CONTRACTOR; or

12.5.3 Cures all defaults in the performance of this Contract.

12.6 Claims Against CONTRACTOR. If claims filed against CONTRACTOR connected with performance under this Contract, for which CITY may be held liable if unpaid (e.g. unpaid withholding and back taxes), are not promptly removed by CONTRACTOR after receipt of written notice from CITY to do so, CITY may remove such claims and deduct all costs in connection with such removal from withheld payments or other monies due, or which may become due, to CONTRACTOR. If the amount of such withheld payment or other monies due CONTRACTOR under this Contract is insufficient to meet such costs, or if any claim against CONTRACTOR is discharged

by CITY after final payment is made, CONTRACTOR and its Surety or sureties, if any, shall promptly pay CITY all costs incurred thereby regardless of when such claim arose, or whether such claim imposed a lien upon the Project or the real property upon which the Project is situated.

12.7 Payment of Final Invoice. CITY shall, within thirty (30) calendar days following Final Acceptance of the Work as a whole and after submittal of a final invoice, pay to CONTRACTOR the amount then remaining due, provided that, CONTRACTOR shall have furnished CITY for itself, its Subcontractors, immediate and remote, and all material suppliers, vendors, laborers, and other parties acting through or under it, waivers and releases of all claims against CITY arising under or by virtue of this Contract, except such claims, if any, as may with the consent of CITY, be specifically excepted by CONTRACTOR from the operation of the release in stated amounts to be set forth therein.

12.8 Final Release of Retainage. Prior to the Final release of Retainage, the CONTRACTOR shall certify to the CITY, in writing, in a form satisfactory to the CITY, that all Subcontractors, materialmen, suppliers, and similar firms or persons involved in the CITY Contract, have been paid in full at the time of Final payment to the CONTRACTOR by the CITY, or will be paid in full utilizing the monies constituting Final payment to CONTRACTOR.

12.9 Payment Does Not Constitute Acceptance. No payments of invoices, or portions thereof, shall at any time constitute approval or acceptance of any Work under this Contract, nor be considered a waiver by CITY of any of the terms of this Contract; however, title to all equipment and materials which has vested in CITY pursuant to the Clause titled "TITLE AND RISK OF LOSS" shall not be part of CONTRACTOR's property or estate, unless otherwise specified by applicable law, in the event CONTRACTOR is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of CONTRACTOR's insolvency, or if all or any portion of this Contract is terminated.

12.10 Submittal of Invoices. CONTRACTOR shall submit an original and one (1) copy to:

ATLNEXT Capital Program
Construction Management
Attn: Assigned Resident Engineer (TBD)
1255 South Loop Road
College Park, GA 30337

REFERENCE: PROJECT NUMBER IFB-C-1200348 – SOUTH DEICING COMPLEX RAMP

12.11 Waiver of Applicability of Prompt Pay Act. CONTRACTOR specifically waives the application to this Contract of Georgia Code Annotated §§ 13-11-1, 13-11-4, 13-11-7, and 13-11-8.

SC-13 WAGE REQUIREMENTS

CONTRACTOR shall pay the prevailing wages as stipulated by the wage scale(s), which is incorporated in the Contract Documents (Section titled "WAGE AND BENEFITS RATES"). Such

scale of wages to be paid shall be posted by the CONTRACTOR in a prominent and easily accessible place at the site of the work.

SC-14 PROJECT CONTINGENCY AND ALLOWANCES

The "Project Contingency" allowance is that sum of money set aside and under the control of the ENGINEER, or his designee, as part of the Project budget which has been designated to pay for scope modifications, unforeseen events, Work items consistent and related to the Contract but not shown on the drawings and/or specifications but necessary for the successful completion of the Work, or emergencies during the course of the Project not otherwise contemplated in the Contract. The CITY is solely responsible for the appropriation of these funds. CONTRACTOR shall have no claim to such funds. The Work shall be assigned and directed by the ENGINEER, or his designee, in written form. Measurement and payments shall be in accordance with the Clause titled "INVOICING AND PAYMENT" and the Clause titled "PRICING OF ADJUSTMENTS."

The Allowance is that sum of money included in the Total Contract Price that is under the control of the ENGINEER, or his designee, to pay for the scope set out for the allowance item. Once the scope of work for the allowance items is fully defined and issued to the CONTRACTOR, measurement and payments shall be in accordance with the Clause titled "INVOICING AND PAYMENT" and the Clause titled "PRICING OF ADJUSTMENTS." If the compensation for completing the allowance item work is less than the allowance amount, the savings shall revert to the CITY. If the compensation for completing the allowance item work is more than the allowance amount, the CONTRACTOR shall be paid the difference. The difference shall be funded by either the issuance of a Project Contingency or a Change Order. All such allowances shall cover all direct, indirect, and general condition costs of the allowance work and all profit and overhead of the CONTRACTOR for the allowance work.

SC-15 TEMPORARY ACCESS AND HAUL ROADS

15.1 General. CONTRACTOR shall, at its expense, construct and maintain temporary access and haul roads as may be necessary for the proper performance of this Contract. CONTRACTOR shall submit a layout of all proposed roads prior to road construction. The layout shall show widths of roads, direction of traffic, curves, grades, and related information in sufficient detail for review by ENGINEER. Roads constructed on CITY's land or rights-of-way shall be subject to CITY's approval.

15.1.1 The CONTRACTOR's access route to the Project site shall be as shown on drawings.

15.1.2 The location of access and haul routes in the Aircraft Operations Area (AOA), if applicable, are as shown on the drawings. Use of unauthorized haul routes shall not be acceptable.

15.1.3 Roads used by the CONTRACTOR for access or hauling shall be kept clean and accessible to all other Airport traffic for the entire duration of the Project. Haul trucks must be covered and any spillage or debris buildup promptly removed from all haul routes on Airport and public roads. No separate payment shall be made for keeping the roads clear and accessible.

15.1.4 The CONTRACTOR shall control dust and debris from its operation to a level acceptable to the CITY and have on the Project vacuum sweepers, watering trucks, and other equipment necessary to control dust. All methods for controlling dust shall be subject to the CITY's approval. Dust control shall be strictly monitored due to its impact on aircraft safety. Failure to properly control dust, or to respond to any request to do so, will result in construction activities being stopped.

15.1.5 All excess material produced by the CONTRACTOR's operations shall be disposed of off Airport property at an appropriate, licensed construction and demolition disposal facility at no additional cost to the CITY.

SC-16 CONTRACTORS' WORK AREA

16.1 Assignment of Work Areas. All CONTRACTOR work areas on the Jobsite will be assigned by ENGINEER. CONTRACTOR shall confine its operations to the areas so assigned. Should CONTRACTOR find it necessary or advantageous to use any additional offsite area for any purpose whatsoever, CONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional offsite areas.

16.2 Air Operations Area Controls. At all times during the performance of this Contract, CONTRACTOR shall provide for free and unobstructed movement of aircraft in the Air Operations Area (AOA) of the Airport, shall identify all hazards to aircraft and shall provide for the control of personnel and vehicular traffic, all in accordance with Section 16.3 and 16.4. A detailed Traffic Control Plan shall be submitted for approval to the ENGINEER prior to the commencement of any construction activities.

16.3 Operating within Critical Areas. When the Work requires CONTRACTOR to conduct its operations within areas adjacent to active runways, taxiways, aprons, and/or navigational aids, the Work shall be coordinated with CITY and FAA through ENGINEER. CONTRACTOR shall request authorization from ENGINEER forty-eight (48) hours prior to any closure or interference with the Aircraft Operations. While working in the AOA, CONTRACTOR shall maintain constant communications and with the ENGINEER and shall immediately obey all instructions from the ENGINEER.

16.4 Operating Close to Aircraft. When working in close proximity to aircraft, CONTRACTOR shall:

16.4.1 Yield the right-of-way to aircraft.

16.4.2 Keep the movement of vehicles across active taxiways and aprons to a minimum.

16.4.3 Obtain proper approval from the ENGINEER before allowing any equipment or vehicles to cross an active runway.

16.4.4 Require all operators to maintain a safe and reasonable speed.

16.4.5 Utilize equipment with due regard for existing weather conditions.

16.4.6 Remove, from the Jobsite, any person operating unauthorized vehicles or equipment in a restricted area, or operating vehicles or equipment in a reckless and unreasonable manner.

16.4.7 Keep all trash and debris from taxiways, runways, and ramp areas.

16.4.8 Prohibit all vehicles and equipment from being operated within one hundred sixty (160) feet of the centerline of an active taxiway or within two hundred fifty (250) feet of the centerline of the active runway, except on Airport service roads or with the express consent of ENGINEER.

16.4.9 Immediately cease work and vacate any operations or work area at any time if instructed to do so by ENGINEER. These instructions may be issued by radio or other appropriate means. CONTRACTOR shall not return to a vacated area until authorized by ENGINEER.

16.5 Closing the AOA. When the Work requires closing the AOA, or portion of such area, CONTRACTOR shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of FAA Advisory Circular 150/5370-2F Operational Safety of Airports During Construction. Open-flame type lights shall not be permitted within the AOA.

16.6 Employee Parking. CONTRACTOR shall arrange employee parking outside the AOA and provide its employees transportation into the Jobsite. CONTRACTOR's access point into the AOA shall be as directed by the ENGINEER.

16.7 Storage of Equipment and Materials. Materials shall be so stored as to assure the preservation of their quality and fitness of the Work. Stored materials, even though approved before storage, may again be inspected prior to their use in the Work. Stored materials shall be located so as to facilitate their prompt inspection. The CONTRACTOR shall coordinate the storage of all materials with the ENGINEER. Materials to be stored on Airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft or ground traffic. CONTRACTOR shall not store materials on the AOA without written approval by DOA Airside Operations and the FAA. Unless otherwise shown on the plans, the storage of materials and the location of the CONTRACTOR's plant and parked equipment or vehicles shall be as directed by the ENGINEER. Private property shall not be used for storage purposes without written permission of the owner or lessee of such property. The CONTRACTOR shall make all arrangements and bear all expenses for the storage of materials on private property. All storage sites on private or airport property shall be restored to their original condition by the CONTRACTOR at his/her entire expense, except as otherwise agreed to (in writing) by the CITY or lessee of the property. CONTRACTOR shall base his bid on no stored materials on the AOA without written approval by DOA Airside Operations and FAA. Such approval may be withheld.

16.7 Material Handling. Contractor's responsibility for materials and plant equipment required for the performance of this Contract shall include:

16.7.1 Receiving and unloading;

16.7.2 Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weather tight enclosures provided by the contractor;

16.7.3 Delivering from storage to construction site all materials and plant equipment as required;

16.7.4 Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Contract.

16.8 Construction Lighting for Night Work. The Contractor shall cooperate with the FAA and the City when aligning his construction floodlights so as not to interfere with aircraft pilots or air traffic controllers' vision. When requested by the City, the Contractor will respond quickly to adjust the lighting as directed.

16.9 Height Restrictions. FAA Regulation for use of cranes and other elevated equipment will be strictly enforced. The Contractor shall be responsible for submitting FAA Form 7460 to the City and obtaining FAA approval prior to Contractor's use of any elevated equipment. Allow a minimum of 45 days for the Form 7460 to process through FAA.

16.10 Protection of Employees. When the project is within the vicinity of large jet aircraft operations the Contractor shall take all precautions necessary to protect his employees, equipment, and work in progress from aircraft noise and jet engine blast.

SC-17 CLEANING UP

17.1 Clean Work Areas. CONTRACTOR shall, at all times, keep its work areas in a neat, clean and safe condition. While working in the AOA, the CONTRACTOR shall keep the areas immediately adjacent to the Jobsite clean at all times. The CONTRACTOR shall sweep adjacent pavement areas at least once daily or as directed by the ENGINEER. If grass within the construction limits exceeds ten (10) inches in height, the CONTRACTOR is responsible for mowing. CONTRACTOR shall, on a daily basis, remove from the Work area all its equipment and uninstalled materials while maintaining temporary walls and protective barriers to provide a neat and safe area for the public. Upon completion of any portion of the Work, CONTRACTOR shall promptly remove from the Work area all its equipment, construction plant, temporary structures, and surplus materials not to be used at, or near, the same location during later stages of the Work.

17.2 Rubbish and Salvage. Upon completion of the Work and prior to final payment, CONTRACTOR shall, at its expense, satisfactorily dispose of all rubbish, remove all plant, buildings, equipment, and materials belonging to CONTRACTOR and return to CONTRACTOR's warehouse or Jobsite storage area all salvageable CITY supplied materials. CONTRACTOR shall leave the premises in a neat, clean and safe condition.

17.3 Failure to Comply. In the event of CONTRACTOR's failure to comply with the foregoing requirements, CITY may accomplish same at CONTRACTOR's expense.

17.3 Maintenance. Contractor shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Contractor of its responsibilities, or act as a waiver by the City of any terms of this contract.

SC-18 COORDINATION AND WORK ON AIRPORT PROPERTY

18.1 For some portions of this Project, construction will occur within the Security Identification Display Area (SIDA). The SIDA is the airport security area with restricted access. The CONTRACTOR will be required to meet all requirements for entering and operating in these areas as described in the Exhibit titled "AIRPORT SECURITY REQUIREMENTS."

18.2 All CONTRACTOR personnel, including subcontractors, engaged in work within the SIDA shall be Airport badged and fingerprinted as required in the Exhibit titled "AIRPORT SECURITY REQUIREMENTS." Due to the time necessary to complete the badging and fingerprinting process, the CONTRACTOR may start the process after contract Award and before construction NTP.

18.3 All construction activities within the SIDA shall be conducted in a manner acceptable to the CITY and FAA to provide acceptable levels of safety, security, and access for all Airport operations. Periodic meetings will be held to coordinate the activities of this contract with other Airport operations.

18.4 All costs associated with establishing and maintaining SIDA security shall be included in the price bid for mobilization unless included in a separate Special Provisions (SP) item.

18.5 The CONTRACTOR shall cooperate with existing and future Contractors working in the area and at all times will coordinate its efforts to maintain necessary construction and hauls routes and to assure that all contracts continue on a timely basis.

SC-19 PROTECTION OF AIRPORT OPERATIONS SYSTEMS

19.1 Location of Airport Operations Systems. In addition to CONTRACTOR's general obligations in the Clause titled "CONTRACTOR'S WORK AREA," numerous Airport operations systems, including, but not limited to, radio receivers and transmitters, U.S. Weather Bureau facilities, Navigation Aids, Communication and Security systems and associated electrical cables will be in use during the performance of Work. CONTRACTOR shall protect such systems at all times. Airport Operations Systems may be shown on drawings, marked by ENGINEER, or obvious from visual inspection but CONTRACTOR shall inquire and inspect to determine the location of any and all such systems and shall be responsible to avoid damage to any of them at all times.

19.2 Damage to Airport Operations Systems. If any portion of any Airport operations system is damaged by CONTRACTOR, or anyone operating under CONTRACTOR's control or direction, CONTRACTOR shall immediately notify ENGINEER in writing and propose both temporary and permanent repairs to restore system functions and return the system to its original condition at no additional cost to the CITY. The material, workmanship, and methods for repairs must all be approved by ENGINEER and such repairs may be witnessed or inspected by owners or operators of such systems as well as ENGINEER. If in the opinion of ENGINEER, CONTRACTOR is not qualified

to perform such repairs, they may be performed by others and the reasonable costs of such repairs shall be deducted from payments otherwise due CONTRACTOR.

SC-20 DELAY FOR OPERATIONS

20.1 Restrictions to Access. Access to work areas may be restricted from time to time by necessity of Airport operations. CONTRACTOR has taken into account and provided in its planning, scheduling, and pricing for disruptions including, but not limited to, clearing traffic congestion or accidents, repairs to Airport facilities, heightened Security conditions and the like.

20.2 Closures. Runway and Taxiway closures at any time, or duration, are prohibited during the following holidays:

20.2.1 Martin Luther King Day: Thursday through Tuesday

20.2.2 Memorial Day Weekend: Thursday through Tuesday

20.2.3 Independence Day (July 4th): Thursday through Tuesday

20.2.4 Labor Day Weekend: Thursday through Tuesday

20.2.5 One week prior to Thanksgiving through the Monday after Thanksgiving

20.2.6 One week prior to Christmas day through one week after New Year's Day

SC-21 CUTTING AND PATCHING

CONTRACTOR shall be responsible for all cutting, fitting, and patching required to complete the Work. The ENGINEER, at his discretion, may request the uncovering of the Work to provide for alterations, restoration, or refinishing of existing work. A written request to the ENGINEER, in advance of cutting or patching items of work which may affect structural value or integrity, is required for approval.

SC-22 INSPECTIONS AND QUALITY

22.1 Quality Control Responsibility. Unless specifically noted otherwise, the CONTRACTOR is solely responsible for all quality aspects of the project as well as the costs associated with the implementation.

22.2 Inspections and Audits. All material and equipment furnished and work performed shall be properly inspected by CONTRACTOR at its expense, and shall at all times be subject to quality surveillance and quality audit by the CITY who, upon reasonable notice, shall be afforded full and free access to the shops, factories, or other places of business of CONTRACTOR and its subcontractors for such quality surveillance or audit. Such quality auditors or inspectors are not authorized to change, revoke, or waive any provision of this Contract/Task Order, not to issue instructions contrary to Contract requirements, nor to direct the efforts of any of CONTRACTOR's

employees in any way. CONTRACTOR shall provide safe and adequate facilities, drawings, documents, and samples as requested, and shall provide assistance and cooperation including stoppage of work to perform such examination as may be necessary to determine compliance with the requirements of this Task Order. Any work covered prior to any planned quality surveillance or test by the CITY shall be uncovered and replaced at the expense of CONTRACTOR if such covering interferes with or obstructs such planned inspection or test.

22.3 Uncovering of portions of the Work. At any time before Final Acceptance, ENGINEER may, for the purpose of inspection, direct CONTRACTOR to uncover portions of the Work which have been completed and covered up. If examination proves the completed work to be defective, corrections shall be made pursuant to the Clause titled "GC-42, WARRANTY AND COMPONENT WARRANTIES". If the Work is not defective, the impact of uncovering and restoration shall be treated as a change pursuant to the Clause titled "GC-38, CHANGE DOCUMENTS".

22.4 Defective Work. If any work is determined by the CITY to be defective or not in conformance with this Contract, the provisions of the Clause titled "GC-42, WARRANTY AND COMPONENT WARRANTIES" shall apply.

22.5 Samples. CONTRACTOR shall furnish samples as requested and shall provide reasonable assistance and cooperation necessary to permit tests to be performed on materials or work in place including reasonable stoppage of work during testing. Any material or assembly that does not conform to the requirements of the Contract Documents shall be considered unacceptable and shall be rejected. The CONTRACTOR shall remove any rejected material or assembly from the site of the Work, unless otherwise instructed by the ENGINEER.

No rejected material or assembly, the defects of which have been corrected by the CONTRACTOR, shall be returned to the site of the Work until such time as the ENGINEER has approved its use in the Work.

22.6 Quality Assurance. The CONTRACTOR is advised that the cost of failing quality assurance (by CITY) tests requiring additional tests to confirm compliance will be deducted from the monies due to CONTRACTOR through the Progress Payment Process.