

DO NOT DETACH ANY OF THESE PROPOSAL PAGES

SUBMIT THIS ENTIRE OFFICIAL PROPSAL FORM

(Submit PAGES 1 thru 15. The "Sample Atlantic Aviation Documents" Do NOT Need To Be Re-Submitted With the Bid)

**BRIDGEPORT/SIKORSKY AIRPORT (BDR)
ATLANTIC AVIATION – STRATFORD, CONNECTICUT**

TO: Atlantic Aviation BDR
c/o Benesch (Attn: Mr. Alex Bernhardson, P.E., abernhardson@benesch.com)
825 M Street, Suite 100
Lincoln, NE 68508

Emailed bids shall be submitted by 2:00 p.m. (local/Eastern Time) on Friday May 26, 2023. Emailed bids shall be submitted directly to:

**Alex Bernhardson, P.E. (Benesch) at abernhardson@benesch.com AND
Andrew Beil, P.E. (Benesch) at abeil@benesch.com AND
Ahed Shaksheer (Atlantic Aviation) at Ahed.Shaksheer@atlanticaviation.com**

The undersigned, in compliance with the request for bids for construction of the following Project:

**ATLANTIC AVIATION – BRIDGEPORT SITE CIVIL IMPROVEMENTS @
BRIDGEPORT/SIKORSKY AIRPORT (BDR), STRATFORD, CONNECTICUT**

hereby proposes to furnish all labor, permits, material, machinery, tools, supplies and equipment to faithfully perform all work required for construction of the Project in accordance with the Specifications, project drawings, and issued Addenda within the specified time of performance for the following prices on pages P-2, P-3, P-4, P-5, and P-6 of this proposal.

Atlantic Aviation Site Civil Improvements (2023)
 Bridgeport-Sikorsky Airport (BDR)
 Stratford, Connecticut

ATLANTIC AVIATION (BDR) - SITE CIVIL IMPROVEMENTS						
Item No.	Spec Item No.	Item Description	Approx. Quant.	Unit	Bid Price	Amount
BASE BID SECTION 1 - GENERAL ITEMS						
1-1	B-101	Airport Safety Measures	1	L.S.	\$	\$
1-2	B-102	Construction Staking	1	L.S.	\$	\$
1-3	C-102	Erosion Control Measures	1	L.S.	\$	\$
1-4	C-105	Site Preparation and Mobilization	1	L.S.	\$	\$
TOTAL BASE BID SECTION 1 - GENERAL ITEMS (ITEMS 1-1 THRU 1-4).....						\$
BASE BID SECTION 2 - STREETScape						
2-1	B-103	Remove Existing Chain Link Fence, Including Foundations	1,070	L.F.	\$	\$
2-2	B-103	Remove Existing Swing Gate (Complete)	1	EA	\$	\$
2-3	B-103	Remove & Relocate Existing Concrete Barrier	5	EA	\$	\$
2-4	B-104	Remove Aircraft Tiedown	13	EA	\$	\$
2-5	B-105	Reused Aggregate Base Course	63	C.Y.	\$	\$
2-6	B-110	Asphalt Surface Course (4 Inches)	163	Tons	\$	\$
2-7	C-102	Installation, Maintenance And Removal Of Filter Socks	874	L.F.	\$	\$
2-8	P-101	Cold Milling (0 Inches To 3 Inches)	254	S.Y.	\$	\$
2-9	P-101	Remove Existing Concrete Pavement, Full Depth (Thickness Varies)	2,217	S.Y.	\$	\$
2-10	P-101	Remove Base Course, Full Depth (Thickness Varies)	1,457	S.Y.	\$	\$
2-11	P-101	Remove Drainage Structure	5	EA	\$	\$
2-12	P-152	Borrow Embankment (In Place)	637	C.Y.	\$	\$
2-13	P-610	Portland Cement Concrete Utility Pad (12 Inches)	10	S.Y.	\$	\$
2-14	F-162	Airfield Perimeter Fence, 8' High Chain Link, Black Finish, With Concrete Strip & With 3 Strands Barbed Wire	715	L.F.	\$	\$
2-15	F-162	Airfield Perimeter Fence, 8' High Chain Link, Black Finish, With 3 Strands Barbed Wire	462	L.F.	\$	\$
2-16	F-162	Motorized Gate, 24' Wide, 8' High Woven Wire, Black Finish, With 3 Strands Barbed Wire	1	EA	\$	\$
2-17	F-162	Swing Gate, 24' Wide, 8' High Woven Wire, Black Finish, With 3 Strands Barbed Wire	2	EA	\$	\$
2-18	D-701	Reinforced Concrete Collar	11	EA	\$	\$
2-19	D-751	Pre-Cast Reinforced Concrete Inlet	5	EA	\$	\$
2-20	T-905	Topsoil (4 Inches)	1,591	S.Y.	\$	\$
TOTAL BASE BID SECTION 2 - STREETScape (Items 2-1 thru 2-20).....						\$
BASE BID SECTION 3 - ENTRANCE DRIVE						
3-1	B-105	Reused Aggregate Base Course	338	C.Y.	\$	\$
3-2	B-110	Asphalt Surface Course (4 Inches)	345	Ton	\$	\$
3-3	P-101	Cold Milling (0 Inches To 3 Inches)	1,429	S.Y.	\$	\$
3-4	P-152	Unclassified Excavation	356	C.Y.	\$	\$
3-5	P-209	Separation Geotextile	1,483	S.Y.	\$	\$
3-6	P-610	24 Inch Curb & Gutter	113	S.Y.	\$	\$
3-7	P-610	Concrete Low Flow Liner (6 Inches)	14	S.Y.	\$	\$
TOTAL BASE BID SECTION 3 - ENTRANCE DRIVE (Items 3-1 thru 3-7).....						\$

Atlantic Aviation Site Civil Improvements (2023)
Bridgeport-Sikorsky Airport (BDR)
Stratford, Connecticut

ATLANTIC AVIATION (BDR) - SITE CIVIL IMPROVEMENTS						
Item No.	Spec Item No.	Item Description	Approx. Quant.	Unit	Bid Price	Amount
BASE BID SECTION 4 - PARKING LOT						
4-1	B-103	Remove Existing Chain Link Fence, Including Foundations	95	L.F.	\$	\$
4-2	B-103	Remove Existing Slide Gate, Including Gate Controller, Key Pad, Foundation (Complete)	1	EA	\$	\$
4-3	B-103	Remove Existing Arm Gate, Including Gate Controller, Key Pad, Foundation (Complete)	1	EA	\$	\$
4-4	B-103	Remove & Relocate Existing Concrete Barrier	4	EA	\$	\$
4-5	B-104	Remove Aircraft Tiedown	24	EA	\$	\$
4-6	B-104	Remove Existing Bollard	5	EA	\$	\$
4-7	B-104	Remove Existing Parking Lot Entrance Landscaping	1	L.S.	\$	\$
4-8	B-105	Reused Aggregate Base Course	174	C.Y.	\$	\$
4-9	B-106	Install Car Stop	5	EA	\$	\$
4-10	B-107	Install New Traffic Sign & Post	3	EA	\$	\$
4-11	B-109	Parking Lot Light Pole, Double (2 Lights), Including Foundation	6	EA	\$	\$
4-12	B-109	Parking Lot Light Pole, Single (1 Light), Including Foundation	1	EA	\$	\$
4-13	B-110	Asphalt Surface Course	793	Ton	\$	\$
4-14	C-102	Installation, Maintenance And Removal Of Filter Socks	976	L.F.	\$	\$
4-15	P-101	Cold Milling (0 Inches To 3 Inches)	1,493	S.Y.	\$	\$
4-16	P-101	Remove Existing Concrete Pavement, Full Depth (Thickness Varies)	3,357	S.Y.	\$	\$
4-17	P-101	Remove Contaminated Soils	50	C.Y.	\$	\$
4-18	P-101	Remove Base Course, Full Depth (Thickness Varies)	930	S.Y.	\$	\$
4-19	P-101	Remove Base Course (0 Inches To 2 Inches)	854	S.Y.	\$	\$
4-20	P-101	Remove Drainage Structure	4	EA	\$	\$
4-21	P-101	Remove Existing Storm Sewer Pipe	212	L.F.	\$	\$
4-22	P-152	Unclassified Excavation	37	C.Y.	\$	\$
4-23	P-152	Borrow Embankment (In Place)	739	C.Y.	\$	\$
4-24	P-610	Portland Cement Concrete Utility Pad (12 Inches)	11	S.Y.	\$	\$
4-25	P-610	Portland Cement Concrete Sidewalk (6 Inches)	334	S.Y.	\$	\$
4-26	P-610	24 Inch Curb & Gutter	1,615	L.F.	\$	\$
4-27	P-610	ADA Curb Ramp, With Truncated Dome	2	EA	\$	\$

Atlantic Aviation Site Civil Improvements (2023)
 Bridgeport-Sikorsky Airport (BDR)
 Stratford, Connecticut

ATLANTIC AVIATION (BDR) - SITE CIVIL IMPROVEMENTS						
Item No.	Spec		Approx. Quant.	Unit	Bid Price	Amount
	Item No.	Item Description				
4-28	P-610	Concrete Low Flow Liner (6 Inches)	40	S.Y.	\$	\$
4-29	P-610	Concrete Low Flow Liner (12 Inches)	63	S.Y.	\$	\$
4-30	P-620	Temporary Pavement Marking	617	S.F.	\$	\$
4-31	P-620	Pavement Marking (Yellow)	517	S.F.	\$	\$
4-32	P-620	Pavement Marking (White)	100	S.F.	\$	\$
4-33	P-620	Reflective Media	53	LBS	\$	\$
4-34	P-620	ADA Pavement Marking Symbol	3	EA	\$	\$
4-35	F-162	Airfield Perimeter Fence, 8' High Chain Link, Black Finish, With Concrete Strip & With 3 Strands Barbed Wire	313	EA	\$	\$
4-36	F-162	Airfield Perimeter Fence, 8' High Chain Link, Black Finish, With 3 Strands Barbed Wire	124	L.F.	\$	\$
4-37	F-162	Motorized Gate, 26' Wide, 8' High Woven Wire, Black Finish, With 3 Strands Barbed Wire	2	EA	\$	\$
4-38	F-162	Motorized Gate, 30' Wide, 8' High Woven Wire, Black Finish, With 3 Strands Barbed Wire	1	EA	\$	\$
4-39	F-162	Turnstile Gate, Back Finish, One-Directional	1	EA	\$	\$
4-40	D-701	18 Inch RCP, Class V	337	L.F.	\$	\$
4-41	D-701	24 Inch RCP, Class V	71	L.F.	\$	\$
4-42	D-701	Reinforced Concrete Collar	15	EA	\$	\$
4-43	D-751	Pre-Cast Reinforced Concrete Inlet	8	EA	\$	\$
4-44	D-751	Adjust Existing Manhole To Grade	1	EA	\$	\$
4-45	T-905	Topsoil (4 Inches)	1,072	S.Y.	\$	\$
4-46	L-108	No. 4 AWG, 600V, L-824, Type B Cable, Installed In Conduit	1,786	L.F.	\$	\$
4-47	L-108	No. 6 AWG, 600V, L-824, Type B Cable, Installed In Conduit	1,924	L.F.	\$	\$
4-48	L-108	No. 6 AWG, Insulated, Stranded "Green" Equipment Ground, Installed In Conduit	1,283	L.F.	\$	\$
4-49	L-110	Non-Encased Electrical Conduit, 1-Way 2 Inch HDPE Sch. 80/SDR11 (Trench Or Bore)	1,161	L.F.	\$	\$
4-50	L-115	Quazite Manhole Structure	1	EA	\$	\$
4-51	L-115	Electrical Handhole, Quazite Tier 15, 12" x 24" x 18"	17	EA	\$	\$
TOTAL BASE BID SECTION 4 - PARKING LOT (Items 4-1 thru 4-51).....						\$

Atlantic Aviation Site Civil Improvements (2023)
Bridgeport-Sikorsky Airport (BDR)
Stratford, Connecticut

ATLANTIC AVIATION (BDR) - SITE CIVIL IMPROVEMENTS						
Item No.	Spec Item No.	Item Description	Approx. Quant.	Unit	Bid Price	Amount
ADD SECTION 1 - BACK ROAD ENTRANCE						
ADD1-1	B-103	Remove Existing Chain Link Fence, Including Foundations	527	L.F.	\$	\$
ADD1-2	B-103	Remove Existing Swing Gate (Complete)	1	EA	\$	\$
ADD1-3	B-104	Remove Aircraft Tiedown	58	EA	\$	\$
ADD1-4	B-104	Remove Existing Bollard	2	EA	\$	\$
ADD1-5	B-105	Reused Aggregate Base Course	377	C.Y.	\$	\$
ADD1-6	B-106	Install Car Stop	32	EA	\$	\$
ADD1-7	B-107	Install New Traffic Sign (Wall Mounted)	2	EA	\$	\$
ADD1-8	B-108	Install Bollard	6	EA	\$	\$
ADD1-9	B-110	Asphalt Surface Course (4 Inches)	761	Ton	\$	\$
ADD1-10	C-102	Installation, Maintenance And Removal Of Filter Socks	870	L.F.	\$	\$
ADD1-11	P-101	Cold Milling (0 Inches To 3 Inches)	584	S.Y.	\$	\$
ADD1-12	P-101	Remove Existing Concrete Pavement, Full Depth (Thickness Varies)	3,808	S.Y.	\$	\$
ADD1-13	P-101	Remove Base Course, Full Depth (Thickness Varies)	368	S.Y.	\$	\$
ADD1-14	P-101	Remove Base Course (0 Inches To 2 Inches)	68	S.Y.	\$	\$
ADD1-15	P-101	Remove Drainage Structure	8	EA	\$	\$
ADD1-16	P-152	Borrow Embankment (In Place)	147	C.Y.	\$	\$
ADD1-17	P-610	Portland Cement Concrete Utility Pad (12 Inches)	59	S.Y.	\$	\$
ADD1-18	P-610	Portland Cement Concrete Sidewalk (6 Inches)	15	S.Y.	\$	\$
ADD1-19	P-610	24 Inch Curb & Gutter	412	L.F.	\$	\$
ADD1-20	P-610	Concrete Low Flow Liner (6 Inches)	7	S.Y.	\$	\$
ADD1-21	P-620	Temporary Pavement Marking	434	S.F.	\$	\$
ADD1-22	P-620	Pavement Marking (Yellow)	434	S.F.	\$	\$
ADD1-23	P-620	Reflective Media	36	LBS	\$	\$
ADD1-24	P-620	ADA Pavement Marking Symbol	2	EA	\$	\$
ADD1-25	F-162	Airfield Perimeter Fence, 8' High Chain Link, Black Finish, With Concrete Strip & With 3 Strands Barbed Wire	983	L.F.	\$	\$
ADD1-26	F-162	Man Gate, 4' Wide, 8' High Woven Wire, Black Finish, With 3 Strands Barbed Wire	1	EA	\$	\$
ADD1-27	D-701	Reinforced Concrete Collar	11	EA	\$	\$
ADD1-28	D-751	Pre-Cast Reinforced Concrete Inlet	7	EA	\$	\$
ADD1-29	T-905	Topsoil (4 Inches)	368	S.Y.	\$	\$
TOTAL ADD SECTION 1 - BACK ROAD ENTRANCE (Items ADD1-1 thru ADD1-29).....						\$

ATLANTIC AVIATION (BDR) - SITE CIVIL IMPROVEMENTS						
Item No.	Spec Item No.	Item Description	Approx. Quant.	Unit	Bid Price	Amount
ADD SECTION 2 - FRONT APRON MARKING						
ADD2-1	P-620	Pavement Marking Removal	2,737	S.F.	\$	\$
ADD2-2	P-620	Pavement Marking (Yellow)	1,348	S.F.	\$	\$
ADD2-3	P-620	Pavement Marking (Black)	2,887	S.F.	\$	\$
ADD2-4	P-620	Reflective Media	112	LBS	\$	\$
TOTAL ADD SECTION 2 - FRONT APRON MARKING (Items ADD2-1 thru ADD2-4).....						\$
TOTAL BASE BID SECTION 1 + BASE BID SECTION 2 + BASE BID SECTION 3 + BASE BID SECTION 4 (Items 1-1 thru 1-4, 2-1 thru 2-20, 3-1 thru 3-7, 4-1 thru 4-51):						\$
TOTAL BASE BID SECTION 1 + BASE BID SECTION 2 + BASE BID SECTION 3 + BASE BID SECTION 4 + ADD SECTION 1 + ADD SECTION 2 (Items 1-1 thru 1-4, 2-1 thru 2-20, 3-1 thru 3-7, 4-1 thru 4-51, ADD1-1 thru ADD1-29, ADD2-1 thru ADD2-4):						\$

Bid Exceptions

Any exceptions to the contractor’s bid, shall be listed on the form provided at the end of this proposal document. The contractor may add additional pages or attachments (as required) to better describe any exceptions associated with their bid. All exceptions will be reviewed and taken into consideration when Atlantic Aviation reviews the bid proposals.

ACKNOWLEDGEMENTS BY BIDDER

- a. A complete set of electronic plans and specifications from an FTP site, not including referenced documents, may be obtained from the Engineer at no cost.
- b. **No** pre-bid meeting will be held in conjunction with this project.
- c. Bidders shall include sales tax in their bids, as Atlantic Aviation is not a tax exempt entity.
- d. By submittal of a proposal, the BIDDER acknowledges and accepts that the quantities established by the OWNER are an approximate estimate of the quantities required to fully complete the Project and that the estimated quantities are principally intended to serve as a basis for evaluation of bids. The BIDDER further acknowledges and accepts that payment under this contract will be made only for actual quantities and that quantities will vary in accordance with the General Provisions subsection 40-02 entitled “Alteration of Work and Quantities”.
- e. A formal bid guaranty is not required, but the BIDDER shall honor their bid proposal prices for a period **not to exceed 100 calendar days**. The BIDDER acknowledges and accepts the OWNER’S right to hold all Proposals for purposes of review and evaluation and not issue a notice-of-award for a period **not to exceed 100 calendar days** from the stated date for receipt of bids. Each bidder, in submitting a bid, acknowledges that Atlantic Aviation in its sole discretion will evaluate all bids and additional information and make the determination as to the lowest responsible and responsive bidder. The submission of a bid by any bidder and the opening and recording of the bid by Atlantic Aviation shall confer no right upon the bidder and obligation upon Atlantic Aviation. The submission of a bid by any bidder and the opening and recording of such bid by Atlantic Aviation does not result in a finding or presumption of either responsiveness or responsibility. Atlantic Aviation may require the submission of additional information relating to any bidder during the bid evaluation process and each bidder by submitting a bid agrees to comply with any such request.

- f. Bidders shall note that the selection of the General Contractor will be made at the absolute direction of Atlantic Aviation, taking into consideration the contractors', among other factors, qualifications, experience and quality of work completed. The right is reserved, as Atlantic Aviation, to reject any and all bids and to waive any or all irregularities, technicalities, informality or any information in the bids received.
- g. The undersigned acknowledges that they have reviewed the sample Atlantic Aviation construction contract agreement and other documents attached to this proposal form and accepts the terms and conditions (included insurance requirements).
- h. The successful bidder will be required to furnish separate performance and payment bonds, each in an amount equal to 100% of the contract. The undersigned further agrees that upon written notice of award of contract, he or she will execute the contract within ten (10) calendar days of the notice-of-award and furthermore provide executed payment and performance bonds within seven (7) calendar days from the date of contract execution.
- i. Time of Performance: By submittal of this proposal, the undersigned acknowledges and agrees to commence the **Site Civil Improvement** work as soon as funding is approved and have all project work substantially complete by the end of **October 2023**. All work shall be completed within **10 weeks** of the formal Notice to Proceed. Commencement of the work shall be initiated in such a manner to accommodate the total calendar day completion prior to the end of **October 2023**.
- j. No liquidated damages have been established for the project, though the contractor shall complete the project work by the deadline specified herein. The Contractor agrees that all contract work will be prosecuted regularly, diligently, and uninterruptedly at such a rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner that the time for the completion of the contract work set forth is a reasonable time for delivery of equipment and materials and completion of the contract work as specified.
- k. The undersigned agrees to comply with all current and applicable Federal, State, and local rules and regulations governing the safety of men and materials during its operations including observing the requirements of the Occupational Safety and Health Administration (OSHA).
- l. Modifications to the project documents (plans and technical specifications) may only be made by written addendum by Atlantic Aviation or the Owner's authorized representative (Alfred Benesch & Company).
- m. Contractors bidding shall identify proposed subcontractors on the "Tentative List of Subcontractors" form included in the proposal.
- n. There are Disadvantaged Business Enterprise (DBE) requirements for this contract work. Contractors bidding this project shall fill out the "DBE Utilization Statement" form and identify DBE subcontractors to be utilized on the "DBE Letter of Intent" form included in the proposal. If the Contractor bidding the project plans to utilize multiple DBE forms, multiple "DBE Letter of Intent" forms shall be included with their proposal. Disadvantaged Business Enterprise (DBE) firms shall be required to be listed on the certified Connecticut Department of Transportation DBE Directory.

- o. If the bidder is awarded the project by Atlantic Aviation, the bidder shall be required to provide the following licensed AIA documents, procured through The American Institute of Architects:
- AIA A105-2017
- Atlantic Aviation has provided the bidder with the required changes and the bidder shall update the bidder-furnished standard AIA forms with the required changes and then provide partially executed copies back to Atlantic Aviation for full execution. The attached documents, with required changes provided by Atlantic Aviation, are not intended to be used as the project contract.
- p. Contractors bidding shall provide pricing for all unit items listed in this proposal form, including any alternative delivery pricing items (if applicable). Unless specifically stated, Atlantic Aviation reserves the right to accept options, alternates, add items, and/or sections in any order or combination, which in the judgment of Atlantic Aviation best serves their interest.
- q. The undersigned acknowledges receipt of the following addenda:
- Addendum Number: _____ Dated: _____ Received: _____
- Addendum Number: _____ Dated: _____ Received: _____
- Addendum Number: _____ Dated: _____ Received: _____

REPRESENTATIONS BY BIDDER

By submittal of a proposal (bid), the BIDDER represents the following:

- a. The BIDDER has read and thoroughly examined the bid documents including all authorized addenda.
- b. The BIDDER has a complete understanding of the terms and conditions required for the satisfactory performance of project work.
- c. The BIDDER has fully informed themselves of the project site, the project site conditions and the surrounding area.
- d. The BIDDER has familiarized themselves of the requirements of working on an operating airport and understands the conditions that may in any manner affect cost, progress or performance of the work
- e. The BIDDER has correlated their observations with that of the project documents.
- f. The BIDDER has found no errors, conflicts, ambiguities or omissions in the project documents, except as previously submitted in writing to the owner that would affect cost, progress or performance of the work.
- g. The BIDDER is familiar with all applicable Federal, State and local laws, rules and regulations pertaining to execution of the contract and the project work.
- h. The BIDDER has complied with all requirements of these instructions and the associated project documents.

CERTIFICATIONS BY BIDDER

- a. The undersigned hereby declares and certifies that the only parties interested in this proposal are named herein and that this proposal is made without collusion with any other person, firm or corporation.

TENTATIVE LIST OF SUBCONTRACTORS

Project Name: Atlantic Aviation – Bridgeport Site Civil Improvements

Airport: Bridgeport/Sikorsky Airport (BDR)

Location: Stratford, Connecticut

NAME OF FIRM	WORK TO BE PERFORMED BY FIRM (i.e. Seeding, Marking, Etc.)	FIRM CITY, STATE

DBE UTILIZATION STATEMENT
 Disadvantage Business Enterprise

The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner.
 (Please check the appropriate box)

- The bidder/offeror is committed to a minimum of 8.00 % DBE utilization on this contract.
- The bidder/offeror, while unable to meet the DBE goal of 8.00 %, hereby commits to a minimum of _____% DBE utilization on this contract and also submits documentation, as an attachment, demonstrating good faith efforts (GFE). Refer to 49 CFR Part 26 for guidance on good faith efforts.

The undersigned hereby further assures that the information included herein is true and correct, and that the DBE firm(s) listed herein have agreed to perform a commercially useful function in the work items noted for each firm. The undersigned further understands that no changes to this statement may be made without prior approval from Atlantic Aviation.

 Bidder's/Offeror's Firm Name

 Signature

 Date

Note: In order to meet the minimum DBE contract goal % for all potential award options (if applicable), the Bidder should base their below DBE dollar participation on the Bidder's largest bid amount for the various award options.

DBE UTILIZATION SUMMARY

	<u>Contract Amount</u>	<u>DBE Amount</u>	<u>Contract Percentage</u>
DBE Prime Contractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Subcontractor	\$ _____ x 1.00 =	\$ _____	_____ %
DBE Supplier	\$ _____ x 0.60 =	\$ _____	_____ %
DBE Manufacturer	\$ _____ x 1.00 =	\$ _____	_____ %
Total Amount DBE		\$ _____	_____ %
DBE Goal		\$ _____	<u>8.00 %</u>

DBE LETTER OF INTENT
Disadvantaged Business Enterprise
(This page shall be submitted for each DBE firm)

Bidder/Offer Name: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Firm: DBE Firm: _____
Address: _____
City: _____ State: _____ Zip: _____

DBE Contact Person: Name: _____ Phone: (____) _____

DBE Certification Agency: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status submitted with the Letter of Intent.

Classification: Prime Contractor Subcontractor Joint Venture
 Manufacturer Supplier

Work items to be performed by DBE	Description	Quantity	Total

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated participation is as follows:

DBE contract amount: \$ _____ Percent of total contract: _____ %

Affirmation

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(DBE Firm Signature) (Title)

In the event the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

CONTRACTOR BID "EXCEPTIONS"

1) _____

2) _____

3) _____

4) _____

5) _____

6) _____

7) _____

8) _____

9) _____

10) _____

{Add pages/attachments as required for additional "exceptions"}

SIGNATURE OF BIDDER

IF AN INDIVIDUAL

Name: _____

By: _____
(Signature Of Individual)

Doing Business As: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

IF A PARTNERSHIP

Partnership Name: _____

By: _____
(Authorized Signature)

(Attach Evidence Of Authority To Sign As A Partnership)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

IF A CORPORATION

Corporation Name: _____

By: _____

(Authorized Signature)

(Attach Evidence Of Authority To Sign)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

**CORPORATE
SEAL**

ATTEST:

By: _____

(Authorized Signature)

Name And Title: _____

IF A JOINT VENTURE: *(Attach A Copy Of Joint Venture Agreement)*

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence Of Authority To Sign)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

Joint Venture Name: _____

By: _____

(Authorized Signature)

(Attach Evidence Of Authority To Sign)

Name And Title: _____

Email Address: _____

Business Address: _____

Telephone Number: _____

SAMPLE ATLANTIC AVIATION DOCUMENTS

AIA Contract Form

Contractor's Affidavit & Release of Liens (for Progress Estimates)

DRAFT AIA® Document A105™ - 2017

Standard Short Form of Agreement Between Owner and Contractor

This document is not intended to be used as contract document between Atlantic and a general contractor. This document is to be used while updating the AIA documents to reflect the changes requested by Atlantic to the AIA document.

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

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Number	Date	Pages
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- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement. (Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work: (Check the appropriate box and complete the necessary information.)

[] Not later than « » (« ») calendar days from the date of commencement.

[] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work: (Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:

(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

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Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

<< >>

§ 4.1.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.

§ 4.1.2 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment to the Contractor not later than forty-five (45) days thereafter. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than sixty (60) days after the Architect receives the Application for Payment.

§ 4.1.3 Owner shall pay the amount due on the Application for Payment less retainage of 10%. Upon 50% completion of the Work, the retainage reduces to 5%. Within thirty (30) days after Substantial Completion of the Work, the retainage funds shall be released to Contractor less an amount equal to 200% of the estimated cost of work remaining. Within 15 days of retainage funds being released to Contractor, Contractor shall release to subcontractors their proportional shares of the retainage.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

<< >> % << >>

1% above standard interest rate as issued by the Bank of America, N.A.

ARTICLE 5 INSURANCE AND BONDS

§ 5.1 The Contractor shall maintain the following types and limits of insurance and name Owner and the applicable airport authority as additional insureds with coverage to be on a primary and non-contributory until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than << >> (\$ << >>) \$10,000,000 each occurrence, << >> (\$ << >>) general and in the aggregate, and << >> (\$ << >>) aggregate for products-completed operations hazard, coverage for independent contractors, contractual liability and explosion, collapse and underground coverage.

§ 5.1.2 Automobile Liability covering vehicles owned, hired and non-owned vehicles used, by the Contractor, with policy limits of not less than << >> (\$ << >>) \$10,000,000 per accident, for bodily injury, death of any person, and

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property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than ~~«» (\$ «») each accident, «» (\$ «») \$1,000,000 per occurrence and \$1,000,000 per disease/each employee, and «» (\$ «») policy limit.~~

§ 5.1.6 The Contractor shall provide builder's risk insurance in the name of the Owner to cover the total value of the entire Project on a replacement cost basis. The builder's risk coverage shall be "all risk" and include the perils of flood, named windstorm and earthquake. The coverage shall be placed from the time the project starts until expiration of the period for correction of Work as set forth in Section 14.2.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Minimum Limits
Professional Liability	\$10,000,000
Pollution (Contractors Pollution Liability)	\$5,000,000
<u>Protective Liability and Property Damage</u>	<u>\$10,000,000 for personal injury and property damage resulting from any one accident</u>

~~§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.~~

§ 5.2 The Contractor shall require its subcontractors to procure, pay for and maintain throughout the term of this subcontract, insurance coverage outlined in Schedule 1 and comply with all other applicable provisions.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages. Within 3 business days of the date the Contractor becomes aware of impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

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~~§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the~~ The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, ~~suppliers~~sub-subcontractors, agents, and employees, each of the other; ~~and~~(2) the Architect, ~~and~~ Architect's consultants, ~~and~~ (3) ~~separate contractors, if any, and each of their subcontractors, sub-subcontractors, agents, and employees;~~ for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to ~~the~~ proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, separate contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 5.5 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 5.6 Performance Bond and Payment Bond

§ 5.6.1 If requested by Owner, Contractor shall furnish bonds covering faithful performance in the amount of 100% of the value of the Work with an insurance carrier of A.M. Best A+ rating or above.

§ 5.6.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract ~~represents~~Documents represent the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.

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(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges. Contractor will provide information and assist Owner with obtaining such approvals and easements, if so requested.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made, or any portion thereof, until the cause of such order is eliminated; however the right of the Owner to stop the Work shall not give rise to a duty on the part of Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven business day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect and compensation for the Architect's services made necessary thereby.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect, with

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a copy to Owner. Contractor shall at all times have a duty to notify Owner and Architect if it believes or has reason to believe that the Contract Documents are not technically correct, conform to industry standards or otherwise contain any nonconformity or deficiency. If Contractor believes or has reason to believe the same, Contractor shall not complete such Work until it received written authorization from Owner and Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, ~~promptly~~within fourteen (14) business days after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information ~~a~~ Contractor's construction schedule for the Work consistent with the time limits current under the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.3.3 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its subcontractors.

§ 8.4 Labor and Materials

§ 8.4.1 ~~Unless otherwise provided in the Contract Documents, the~~The Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work: whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the ~~Contract~~Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.4.3 The Contractor may make a substitution in the Work detailed in the Contract Documents only with the consent of the Owner.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are ~~legally required~~ whenby Applicable Law. The provisions of this Section 8.6 survive termination or expiration of the Contract is executed Documents.

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§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by laws, statutes, ordinances, codes, rules, regulations and lawful orders of agencies having jurisdiction over the Work- (“Applicable Law”). If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities Applicable Laws, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect and Owner in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations therewith.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits Applicable Law, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 ~~Indemnification~~ Hazardous Materials

~~To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect’s consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys’ fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions~~ § 8.12.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding “Hazardous Materials”, which are any items or agents (biological, chemical, radiological, and/or physical), which has the potential to cause harm to humans, animals, or the environment, either by itself or through interaction with other factors which includes, but is not limited to, asbestos, polychlorinated biphenyl (PCB), and per- and polyfluoroalkyl substances (PFAS), including PFOS and PFOA. If the Contractor encounters a Hazardous Material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately, and the Contract Sum shall be increased in the amount of the Contractor’s reasonable additional costs of shutdown, delay and start-up. Contractor covenants that it will neither dispose of Hazardous Materials at the Work site nor allow others to do so; that Contractor will notify Owner immediately of any disposal of Hazardous Materials at the Work site, of any discovery of Hazardous Materials at the Work site or of any notice by a governmental authority or private party alleging or suggesting that a disposal of Hazardous Materials at the Work site may have occurred; that Contractor will provide Owner with full and complete access to any documents or information in

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Contractor's possession or control relevant to the question of the contamination or alleged contamination at the Work site with Hazardous Materials; that Contractor will comply with all environmental laws affecting the Work site or Contractor; that each subcontract for Work arising under this Agreement will obligate the subcontractor to the Contractor with respect to Hazardous Materials to the same extent the Contractor is obligated to the Owner by this provision; that Contractor will take all reasonable measures to prevent Hazardous Materials contamination at the Work site by unauthorized persons or trespassers. If any violation of the Hazardous Materials provisions of any environmental law affecting the Work site by the Contractor or its subcontractors during construction is subsequently discovered at the Work site, Contractor shall promptly remedy and correct the same in a good and workmanlike manner and to the satisfaction of all state or federal authorities having jurisdiction; and, if Contractor fails to do this promptly, Owner shall have the right, at Contractor's expense, to remove the contamination. Contractor acknowledges and agrees that Owner may have no adequate remedy at law for Contractor's breach of the covenants in this paragraph and agrees and consents to an injunction enforcing these covenants and to such other equitable relief as a court may deem appropriate. Contractor agrees to defend and indemnify Owner and to hold Owner harmless from and for any claims, demands, actions, suits, judgments, losses or damages (including reasonable attorneys' fees) for any Hazardous Materials contamination at the Work site by the Contractor or its subcontractors or for any violation by the Contractor or its subcontractors of any environment law affecting the Work site or Contractor or subcontractors, during the Work. Upon the occurrence of any such claims, demands, actions or suits, Owner shall have the right to employ counsel, engineers, consultants and contractors of their own selection to defend Owner or to remedy any Hazardous Materials contamination or violation of environmental law, and Contractor agrees to pay the amounts owned such persons if, and to the extent that, the Contractor or its subcontractors are at fault.

§ 8.12.2 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

§ 8.12.3 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Sections 8.1 and 8.7.2, except to the extent that the cost and expense are due to the Owner's fault or negligence.

The provisions of this Section 8.12, survive termination or expiration of the Contract Documents.

§ 8.13 Indemnification

Notwithstanding and in addition to any of the insurance requirements or limits of liability set forth herein, or any other provision of the Contract Documents, to the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the Owner and Architect and their respective directors, employees, officers, agents, successors and assigns (hereinafter "Indemnified Parties") from and against any and all claims, fines, penalties, liabilities, damages, losses, proceedings, judgments, obligations, suits and causes of action, including attorneys' fees, professional fees and other costs, charges, claims, liens, demands and expenses incident thereto, of every kind, nature and character which may be suffered by, accrued against, charged to, or recoverable from the Indemnified Parties by reason of loss of or damage to property, or injury to or death of any person arising directly or indirectly out of the performance or failure to perform hereunder by Contractor including its officers, directors, employees, contractors, subcontractors, agents and invitees, or any of them, in connection with the performance of this Agreement, any breach of this Agreement, or any failure to comply with Applicable Laws, except to the extent shown by final judgment to have been caused by or attributable to the negligent or willful misconduct of an Indemnified Party. Without limiting the foregoing, any and all such claims relating to the environment, personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement on any patent, trademark, copyright or other tangible or intangible personal property or right, actual or alleged employment discrimination, or wrongful discharge, or any actual or alleged violation of Applicable Law or decree of any court, shall be included in the Contractor's indemnity obligations hereunder.

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In claims against an Indemnified Party under this Section 9.15 by an employee of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder the indemnification obligations in this Section 8.13 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The provisions of this Section 8.13 survive termination or expiration of the Contract Documents.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

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§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment mutually agreed between the Owner and Contractor.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

~~§ 11.2~~ 11.2 Owner and Contractor shall mutually agree upon a work progress schedule, including any changes to the schedule. If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, force majeure, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment mutually agreed between the Owner, Architect and Contractor.

~~§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.~~

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests. The filing by any person or entity of a notice of mechanic's lien against the Project with respect to Work as to which Owner has previously paid the Contractor (less any retainage or permitted offset) shall constitute default if Contractor has not filed a bond within five (5) days after the Owner notifies the Contractor thereof and has not bonded off, discharged or recorded, or satisfied such lien within thirty (30) days after the Contractor notifies the Owner thereof. In the event of such a default, the Owner, without prejudice to any other right or remedy, shall have the right but not the obligation to pay, settle, or compromise such lien as it deems appropriate, and the Owner shall have no liability to the Contractor in respect of such payment, settlement, or compromise, and shall have the right to offset the cost thereof (including without limitation reasonable attorneys' fees and other costs) against the next payment to the Contractor.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the

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Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. ~~The Contract Time and the Contract Sum shall be equitably adjusted due to the delay;~~ however disputed payment amounts shall not be a cause to withhold timely payment of undisputed amounts.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders. The Contractor shall, by appropriate agreement with each subcontractor, require each subcontract to make payments to sub-subcontractors in similar manner.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The following shall also be required as a condition to Substantial Completion: (1) all extra or "attic" stock items have been received by the Owner to the extent required for Project operation in the normal course, (2) final readings have been taken of all utility meters used for construction purposes, and all utility charges have been paid in full, (3) all necessary instruction and training has been provided to the Owner's personnel, as required by the Contract Documents, (4) the Owner and the Contractor have agreed on all punch list items and the aggregate value thereof, and (5) all warranties, operating and maintenance manuals, material safety data sheets, and similar documents have been organized, indexed and delivered to the Owner to the extent required for Project operation in the normal course.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial

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reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, and (5) releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract or, in the sole discretion of Owner, a bond satisfactory to Owner to indemnify the Owner against such liens. If any lien remains unsatisfied after payments are made, the Contractor shall refund to Owner all money that Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

~~§ 12.6.3~~ 12.6.3 The making of final payment by Owner shall not constitute a waiver of claims by Owner under the Contract Documents.

§ 12.6.4 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

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ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law Applicable Law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents promptly after receipt of written notice from the Owner of such nonconforming work. The one-year period for correction of Work shall be extended (1) with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of Work; and (2) to the extent necessary to complete the nonconforming work to the requirements of the Contract Document.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time seven (7) days after receipt of notice from Owner, the Owner may correct it in accordance with Section 7.3 and seek reimbursement from Contractor, through all legal means available to Owner, for the cost and expense of correcting nonconforming Work including, but not limited to, recovery of attorneys' fees.

§ 14.4 Corrective Work shall be warranted for the longer of (1) the remaining warranty period at the time the corrective Work is accepted by the Owner and (2) six (6) months from the date corrective Work is accepted by the Owner.

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ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to (1) a lender providing construction financing for the Project, and (2) a purchaser of Owner's business or underlying property, if such party assumes the Owner's rights and obligations under the Contract Documents. Contractor shall execute all consents reasonably required to facilitate such agreement

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§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by ~~laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities~~ Applicable Law.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. The provisions of this Section 15.3 survive termination or expiration of the Contract Documents.

§ 15.4 Public Relations

§ 15.4.1 All inquiries of the Contractor from representatives of the press or any other person(s) regarding the Owner or the Project shall be referred to the Owner's media manager, and the Contractor shall not respond to such inquiries unless specifically authorized by the Owner. The Contractor shall not make a public release of information concerning the Project, Contractor's services, or Contractor's relationship to the Owner, unless the Owner has approved such public release in writing. Each subcontract for Work arising under this Agreement will obligate the subcontractor to the Contractor with respect to the requirements under this Section 15.4.1 to the same extent the Contractor is obligated to Owner by this provision. Contractor shall be liable for all damages arising from Contractor's violation of this Section 15.4.1. Contractor acknowledges and agrees that Owner may have no adequate remedy at law for Contractor's breach of the covenants in this paragraph and agrees and consents to an injunction enforcing these covenants and to such other equitable relief as a court may deem appropriate.

§ 15.4.2 Upon written approval from Owner, Contractor may include accurate and non-confidential information about its services for the Owner in its promotional materials. Contractor hereby agrees to promptly correct any materials containing inaccurate, misleading, or confidential information upon the Owner's request. The provisions of this Section 15.4 survive termination or expiration of the Contract Documents.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of ~~1430~~ days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed ~~including reasonable overhead and profit, and costs incurred by reason of such termination.~~

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 ~~repeatedly~~ refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- ~~.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or~~
- ~~.3~~ Applicable Laws; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

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§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials and property thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. ~~The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.~~ Notwithstanding any other provisions of the Contract Documents to the contrary, the Contractor shall receive, as its entire and sole compensation under this Agreement, its actual, necessary and reasonable Cost of the Work through the date of termination, as determined by audit of the Contractor's records, plus a reasonable profit or fee calculated by multiplying the profit or fee which Contractor would have otherwise earned upon completing the Work by a fraction of which is the Cost of the Work performed through the date of termination and the denominator of which is the Contract Sum, together with reasonable actual costs of termination. Provided, however, that such fee or profit shall not exceed the fee or profit Contractor would have earned had Contractor completed the Work. Upon such termination, Contractor shall assign to Owner and Owner shall assume responsibility for obligations accruing after the date of such assignment under agreements with subcontractors and suppliers entered into by Contractor in order to perform the Work. Contractor shall make its records available at reasonable time and places for the Owner's audit. In the event any termination of the Contractor for default under the Contract is later determined to have been improper, the termination shall be automatically converted to a termination for convenience and the Contractor shall be limited in its recovery strictly to the compensation provided for above.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.) § 17.1 Claims and Disputes

§ 17.1.1 Claims, disputes and other matters in question arising out of or relating to the Contract Documents, including those alleging an error or omission by the Architect, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Sections 12.6.4 and 17.1.3, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to senior management negotiation as set forth in Section 17.1.3 below.

§ 17.1.2 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with Applicable Law to comply with the lien notice or filing deadlines.

§ 17.1.3 Senior Management Negotiation

The parties will use their best efforts to settle amicably any such Claim. To that end, a senior executive officer of Owner and a senior executive officer of Contractor will meet and endeavor to resolve such Claim between them for a period of thirty (30) days from the date on which either party notifies the other party of their objection to the initial decision or their desire to resolve the Claim by senior management negotiation. The joint and unanimous decision of such senior executive officers of the parties shall be binding upon the parties but if the senior executive officers do not meet or are unable to agree within the thirty (30) day period referenced above, then either party may file to commence legal action in a court of law, to resolve the dispute.

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§ 17.1.4 Claims for Consequential Damages

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes, but is not limited to (1) damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation (except for a violation under Section 15.4 above), and for loss of management or employee productivity or of the services of such persons; and (2) damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 17.1.3 shall be deemed to preclude an award of liquidated damages including such damages for delay in completion of the Work, when applicable and agreed, in accordance with the requirements of the Contract Documents.

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This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

<< >>

OWNER (Signature)

<< >><> >>

(Printed name and title)

CONTRACTOR (Signature)

<< >><> >>

(Printed name and title)

LICENSE NO.:
JURISDICTION:

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SUBCONTRACTOR INSURANCE REQUIREMENTS

1. Subcontractor(s) shall procure, pay for, and maintain in full force and effect throughout the term of the Agreement insurance with companies qualified to do business and which shall be rated no less than A-VII as shown in the most current issue of A.M. Best's Key Rating Guide (or similar rating by an equivalent rating company), edition current at the inception date of each policy. All such insurance shall be effective prior to the commencement of any Services and shall be maintained in full force and effect at all times Services are performed and/or this Agreement is in effect. For the avoidance of doubt, the limits and coverages of any insurance obtained under this Agreement shall in no way limit the other liabilities or obligations assumed by subcontractor under this Agreement.

2. Subcontractor(s) shall, in accordance with the specifications and requirements set forth in this Schedule 1 maintain the minimum acceptable insurance limits as follows:

- (a) Commercial General Liability (including Contractual Liability covering the Agreement), shall be \$1,000,000 per occurrence/ \$2,000,000 in aggregate (this limit can be a combination of primary and excess/umbrella Liability coverage) for both bodily injury and property damage;
- (b) Automobile Liability owned, hired, and non-owned automobile with a minimum combined single limit for bodily injury and property damage liability of at least \$1,000,000 per accident or occurrence, including MCS-90 endorsement if applicable;
- (c) Worker's Compensation Liability coverage shall be the minimum statutory limit required by Law. Employer's Liability coverage shall not be less than \$1,000,000.
- (d) If applicable, Professional Liability (Errors & Omissions) insurance with a minimum of \$5,000,000 per claim/occurrence limits of liability (this limit can be a combination of primary and excess/umbrella coverage), which coverage shall be maintained in full force and effect until five years following completion of the Services to be provided under the Agreement.
- (e) If applicable, First Party/Property Insurance covering (for its full value) the property, equipment, tool, and equipment of subcontractor Indemnitees that is used in the Services.
- (f) If applicable, Contractors Pollution Liability with a minimum of \$5,000,000 per claim/occurrence limits of liability (this limit can be a combination of primary and excess/umbrella coverage)

3. All insurance policies of subcontractor that are directly related to the Services and whether or not required by this Agreement, shall, but only to the extent of the risks and liabilities assumed by subcontractor under this Agreement:

- (a) Name Owner and the Airport Authority as additional insured (except for worker's compensation or professional liability policies) with such additional insured coverage including coverage for the sole or concurrent negligence of the additional insured and not being restricted to (i) "ongoing operations," (ii) coverage for vicarious liability, or (iii) circumstances in which the named insured is partially negligent;
- (b) Waive subrogation as to Indemnified Parties; and
- (c) Be primary and non-contributory to any insurance of Indemnified Parties.

PARTIAL CONTRACTOR'S RELEASE AND AFFIDAVIT FOR PAYMENT

OWNER: Atlantic Aviation _____

CONTRACTOR: _____

AGREEMENT DATED: _____

PROJECT: _____

STATE OF _____ :

COUNTY OF _____ :

I, _____ being duly sworn, deposes, and says:

1. I am a duly authorized representative of the above named Contractor and currently hold the position of _____. As such I have full authority to make this Affidavit and to give this Release.
2. With respect to the above referenced Agreement between Owner and Contractor, the Contractor has completed certain work required under the Agreement and submits this Affidavit in support of the Contractor's application for payment in the amount of \$_____ (this "Application") for work completed up to the date of _____.
3. The Total Contract Amount is _____ and of the said amount, the Contractor has heretofore received, subject to Owner providing proof of payment, the sum of \$_____.
4. The Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by this Application will be paid in full. Further, the Contractor hereby covenants that the claims of all persons supplying labor, materials and supplies, used directly or indirectly in the prosecution of the work covered by prior applications for payment have been paid in full.
5. The Contractor hereby releases the Owner from any and all claims arising out of the performance of the above Agreement, and hereby accepts the aforesaid payment in lieu thereof.
6. The Contractor hereby covenants that payment by the Owner in no way releases the Contractor from its continuing obligations under the Performance and Payment Bond heretofore posted with the Owner, and the Surety on said Bond hereby consents to the payment by the Owner of any retained funds.

Dated: _____

CONTRACTOR:

By _____ (_____) _____

Title _____

STATE OF _____

COUNTY OF _____

The forgoing instrument was acknowledged before me this _____ day of _____, 20____,

by _____
(Authorized Representative)

of _____, (Contractor Name)

who is personally known to me or who has produced _____ as
identification.

(Signature of Notary)

(Print Name)

Notary Commission Number: _____

My Commission Expires: _____

(Notary Stamp or Seal)