



## CITY OF ATLANTA

SUITE 1900  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6204 Fax: (404) 658-7705  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

DEPARTMENT OF PROCUREMENT  
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

Kasim Reed  
Mayor

April 3, 2015

Dear Proponents:

**Re: FC-8017, American Airlines Ticket Counter/Airline Ticket Office  
Relocation And Concourse T North Gate Optimization  
Performance Audit at Hartsfield-Jackson Atlanta  
International Airport**

Attached is one (1) copy of **Addendum No. 2**, which is hereby made a part of the above-referenced project.

For additional information, please contact Mr. Leslie H. Page, Contracting Officer, at (404) 330-6107, or via e-mail at [lpge@atlantaga.gov](mailto:lpge@atlantaga.gov).

Sincerely,

A handwritten signature in black ink that reads "Adam L. Smith".

Adam L. Smith

ALS:LHP/jab

**Addendum No. 2**

**Re: FC-8017, American Airlines Ticket Counter/Airline Ticket Office  
Relocation And Concourse T North Gate Optimization  
Performance Audit at Hartsfield-Jackson Atlanta International  
Airport**

April 3, 2015

Page 2

This Addendum No. 2 modifies and forms a part of the Request for Proposals for Project Number FC-8017 (“RFP”).

**Add Exhibit A attachments, Attachment A, Contractor and Consultant Performance Evaluations and Attachment B, Resolution 13-R-0456 Contract.**

\*\*\*\*\*

Proposals are due **Thursday, April 29, 2015**, should be time stamped in no later than 2:00 p.m., and delivered to the address below:

Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.  
Suite 1900  
Atlanta, Georgia 30303

**\*\* All other information remains unchanged \*\***

**Addendum No. 2**

**Re: FC-8017, American Airlines Ticket Counter/Airline Ticket Office  
Relocation And Concourse T North Gate Optimization  
Performance Audit at Hartsfield-Jackson Atlanta International  
Airport**

April 3, 2015

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**Acknowledgment of Addendum No. 2**

Proponents must sign below and return this form with proposal to the Department of Procurement, 55 Trinity Avenue, City Hall South, Suite 1900, Atlanta, Georgia 30303 as acknowledgment of receipt of this Addendum.

This is to acknowledge receipt of Addendum No. 2 for **FC-8017, American Airlines Ticket Counter/Airline Ticket Office Relocation And Concourse T North Gate Optimization Performance Audit at Hartsfield-Jackson Atlanta International Airport** on this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
Legal Company Name of Proponent

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTACHMENT A**

**CONTRACTOR AND CONSULTANT**

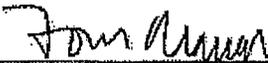
**PERFORMANCE EVALUATIONS**

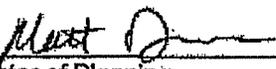
# Contractor and Consultant Performance Evaluations

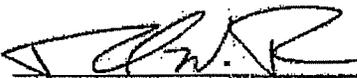
Manual: P&D Policies and Procedures

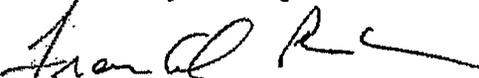
Procedure: 09-216

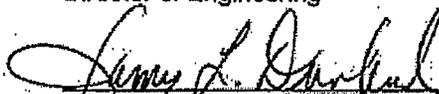
Effective Date: 9/19/08

Approved by:  8/18/08  
Director of Environmental & Technical Services Date

Approved by:  8/15/08  
Director of Planning Date

Approved by:  7/21/08  
Director of Project Management Date

Approved by:  8/6/08  
Director of Engineering Date

Released by:  8/29/08  
Asst. General Manager - Planning & Dev. Date

Released by:  9/19/08  
Asst. General Manager - Capital Projects Date

Last Revised Date	Description	Approved By
Revisions		

## 1.0 PURPOSE

This procedure describes the preparation, responsibilities, required timing and distribution of Design Service Provider and Contractor performance evaluations

## 2.0 SCOPE

This procedure applies to Design Service Providers and Contractors working on all City of Atlanta (COA) Department of Aviation (DOA) Bureau of Planning & Development (P&D) projects.

## 3.0 RESPONSIBILITIES

### 3.1 Project Manager (PM)

- The PM will review all "P&D Contractor Performance Evaluations" prepared by the Resident Engineer (RE) and provide input on the findings before it is distributed.
- The PM will review all "P&D Consultant Performance Evaluations" prepared by the Design Representative (DR) and provide input on the findings before it is distributed.
- The PM will generate and complete the "P&D Consultant Performance Evaluation" for each consultant not under the supervision of the DR. The Evaluation will be reviewed with the consultant before distribution.

### 3.2 Resident Engineer (RE)

- The RE shall prepare interim (as needed) and final evaluations for each Contractor that participates on the project that is contracted with the COA. The evaluations shall use the "P&D Contractor Performance Evaluation" form.
- The RE may issue interim evaluations to the contractor to assist them in improving project performance.
- Each evaluation, including interim evaluations, will be reviewed with the PM for additional input before it is distributed.

### 3.3 Design Representative (DR)

- The DR shall prepare interim (as needed) and final evaluations for each Design Service Provider that participates on the project that is contracted with the COA. The evaluations shall use the "P&D Consultant Performance Evaluation" form.
- The DR may issue interim evaluations to the contractor/consultant to assist them in improving project performance.
- Each evaluation, including interim evaluations, will be reviewed with the PM for input before it is distributed.

## 4.0 PROCEDURE

### 4.1 Overview

- 4.1.1 Evaluations are performed on all Design Service Providers and Contractors to document performance.

and Contractor responses shall be kept on record with the original evaluation.

4.2.2.4 The final evaluation will be reviewed with the PM for input before it is issued to the Design Service Provider and Contractor. The PM shall be copied on all correspondence with the Design Service Provider and Contractor related to the evaluation and shall be invited to all meetings.

4.2.2.5 A copy of the evaluation and Design Service Provider and Contractor response will be sent to the PM, Assistant Director, Director of Project Management, Assistant General Manager (AGM) – Capital Projects or AGM-P&D and the DOP.

## **5.0 DOCUMENTATION**

All documents shall be processed in accordance with 02-126, "Document Control Processing Functions & Submitting/Retrieving Documents".

## **6.0 REFERENCES**

P&D 02-126 Document Control Processing Functions & Submitting/Retrieving Documents

## **7.0 APPENDICES**

Figure 1 P&D Evaluation Form (sample)



Figure 1 -- P&D Evaluation Form (page 1 of 3) Sample  
See the Project Manager for access to the original form in Excel format.

Hartsfield-Jackson Development Program		
<b>P&amp;D Evaluation Form</b> <small>Form Revision Date: 09/29/2007</small>		
Date: _____		
Project Title: _____		
Project WBS Number: _____		
Scope of Work: _____		
Project Location: _____		
Construction Manager: _____		
Project Manager: _____		
Design Manager: _____		
Contract Start/End Dates: _____		
Completion Dates: _____		
Contract Cost: _____		
Change Orders: _____		
Section II - Evaluation Questionnaire Rate the contractor/consultant's performance in each of the following areas. Attached additional sheets if necessary		
1. Safety Performance		
1. General		
Did the contractor/consultant comply with all required safety regulations?	Yes / No	
Were there Employee accidents/injuries?	Yes / No	
Were there unresolved safety issues related to the work?	Yes / No	
Was the contractor responsive to correcting noted safety hazards?	Yes / No	
Was this contractor cooperative in trying to resolve problems?	Yes / No	
2. Statistical		
Total number of man hours worked	_____	
Total number of injuries resulting in OCIP claims	_____	
Total number of OSHA Recordable Injuries	_____	
Total number of Lost Workday Case Injuries	_____	
3. Additional Comments		
_____		
_____		
Contractor/Consultant	1 of 3	Print Date: 12/29/2007



Figure 1 – P&D Evaluation Form (page 3 of 3)

**Budget**

**1. General**  
Did the contractor/consultant claim change orders or extras? Yes/ No  
Were there owner generated change order? Yes/ No

**2. Statistical**  
How many change orders did the contractor/consultant claim?  
What was the total cost of the change orders?  
How many of the change orders were owner generated?  
What was the total cost of the owner generated change orders?

**3. Additional Comments**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**EBO/DBE Compliance**

**1. General**  
Did the contractor/consultant meet the contract requirements for minority/female and disadvantaged business participation? Yes/ No

**2. Statistical**  
What was the contract goal % of EBO participation?  
What was the actual % of EBO participation?  
What was the contract goal % of DBE participation?  
What was the actual % of DBE participation?

**3. Additional Comments**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant/Contractor Behavior/s 3 of 3 Print Date: 1/10/2009

**ATTACHMENT B**  
**RESOLUTION 13-4-0456**  
**CONTRACT**

**CITY OF ATLANTA**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**CONTRACT**

**RESOLUTION NUMBER 13-R-0456**

**AMERICAN AIRLINES TICKET COUNTER/ATO RELOCATION  
AND CONCOURSE T NORTH GATE OPTIMIZATION**



**KASIM REED  
MAYOR  
CITY OF ATLANTA**

**LOUIS E. MILLER  
AVIATION GENERAL MANAGER  
DEPARTMENT OF AVIATION**

**ADAM L. SMITH, Esq., CPPO, CPPB, CPPM, CPP  
CHIEF PROCUREMENT OFFICER  
DEPARTMENT OF PROCUREMENT**

**REIMBURSABLE AGREEMENT**

This American Airlines Ticket Counter/ATO Relocation and the Concourse T North Gate Optimization Project - ("Agreement") is entered into and effective as of October 22, 2013 (the "Effective Date") between City of Atlanta ("City") and the service provider ("AATC", AATC and the City hereinafter referred to collectively as the "Parties" and individually as a "Party"), as set forth below:

<b>Atlanta Airlines Terminal Corporation</b>	<b>City of Atlanta</b>
<b>Address:</b> HJIAA, PO Box 45170 Atlanta, GA. 30320	<b>Address:</b> 1255 South Loop Road College Park, GA. 30337
<b>Phone:</b> 404-530-2104	<b>Phone:</b> 404.530.5750
<b>Fax:</b> 404-530-2106	<b>Fax:</b> 404.559.2358
<b>E-Mail:</b> <u>Kofi.Smith@AATC.org</u>	<b>E-Mail:</b> <u>Jay.dayhoff@atlanta-airport.com</u>
<b>AATC Authorized Representative:</b> Kofi Smith; Executive Director	<b>City Authorized Representative:</b> Jay Dayhoff; Senior Project Manager

**1. Background.**

1.1 City desires to obtain from AATC the services ("Work") described on Exhibit A attached for the project entitled "American Airlines Ticket Counter/ATO Relocation and the Concourse T North Gate Optimization Project." ("Project").

1.2 The total not to exceed compensation amount payable by City during the term of this Agreement is Thirty Seven Million Two Hundred Thousand Dollars and Zero Cents (\$37,200,000.00) for the cost of Work (the "Maximum Payment Amount"), inclusive of a four percent (4%) Project Management Fee. The Maximum Payment Amount is based on Project cost estimates and any increase in the Maximum Payment Amount must be documented by an amendment to this Agreement and authorized by appropriate legislation, if necessary under the City's Code of Ordinances. AATC may not commence any work related to an increase in the Maximum Payment Amount until the City approves of the work and an amendment to the Agreement is executed between the Parties.

**2. Term.** This Agreement will commence as of its effective date and continue until the Project is completed and City issues a Notice of Final Acceptance ("Term"). AATC is expected to substantially complete all Work under this Agreement within 365 calendar days from the date such Work begins.

**3. Interpretation.**

3.1 All capitalized terms used in this Agreement will have the meanings ascribed to them in the Agreement Documents and on Exhibit B attached hereto.

3.2 If there is a conflict between any of the Agreement Documents, precedence will be **given in the following** order:<sup>1</sup>

1. Change Order(s);
2. Exhibit C- Legislation;
3. Agreement;
4. Exhibit A – Scope of Work;
5. Exhibit A.1 – Additional Compensation Terms;
6. Exhibit B-Definitions;
7. Exhibit D-Safety and City Security Policies;
8. Exhibit E-Dispute Resolution Procedures;
9. Exhibit F - Central Passenger Terminal Complex (CPTC) Work Rules;
10. Appendix A - Good Faith Outreach Efforts;
11. Appendix B - Insurance and Bonding Requirements;
12. Appendix C - AATC Standard Operating Procedures; and
13. Appendix D - Illegal Immigration Reform and Compliance Act and Systematic Alien Verification Entitlement (SAVE)

4. **Authorization.** If applicable, this Agreement is authorized by legislation adopted by City, which is attached as Exhibit C.

5. **Work.**

5.1 **Description of Work.** AATC agrees to provide to City the Work per this Agreement, as set forth on Exhibit A. If any Work to be performed is not specifically included on Exhibit A, but is reasonably necessary to accomplish the purpose of this Agreement, then it will be deemed to be implied in the scope of the Work to the same extent as if specifically described on Exhibit A.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, facilities and AATC Personnel, Contractors, subcontractors materialmen, suppliers and similar Persons required for the proper performance of Work must be furnished by or be under the control of AATC. AATC is responsible for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

5.3 **Change Documents.**

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Maximum Payment Amount or not. Changes in the Work or other aspects of this Agreement must be made by written document ("Change Document" or

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<sup>1</sup> For purposes of this provision, authorized changes to an item listed in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

"Unilateral Change Document").<sup>2</sup> All changes must be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

5.3.2 Potential Change Documents that may be issued concerning this Agreement include, but are not limited to:

- (a) Change Documents to the Agreement involving an increase to the Maximum Payment Amount executed between City and AATC which may or may not require legislative approval under Code Section 2-1292;
- (b) Change Documents to the Agreement involving no increase to the Maximum Payment Amount executed between City and AATC pursuant to Code Section 2-1292(d); and
- (c) Unilateral Change Documents to the Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Maximum Payment Amount.

Change Documents that do not involve an increase in the Maximum Payment Amount will be executed pursuant to Code Section 2-1292(d) either bilaterally or unilaterally by City.

5.3.3 City may propose a change in the Work or other aspects of this Agreement by delivering written notice to AATC describing the requested change ("Change Request"). Within ten (10) days of receipt of City's Change Request, AATC must evaluate it and submit a written response ("Proposed Change Document"). A Change Request which involves the reduction of Work will be effective upon execution of an appropriate Change Document.

5.3.4 AATC may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Agreement.

5.3.5 Each Proposed Change Document must include the applicable schedule for implementing the proposed change, any applicable changes to amounts payable under this Agreement and all other information applicable to the proposed change. Each Proposed Change Document must constitute an offer by AATC and must be irrevocable for a period of sixty (60) days. City will review and may provide AATC with comments regarding a Proposed Change Document and AATC must respond to such comments, if any. A Proposed Change Document from AATC will become effective only when executed by an authorized representative of City.

5.3.6 City may propose any changes to the Agreement, including, but not limited to, changes that it contends do not involve an increase to the Maximum Payment Amount and AATC must, in good faith, evaluate such proposed Change Request. If City and

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<sup>2</sup> Change Documents may assume numerous forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Agreement Modification, Renewal, Miscellaneous Modification, etc.).

AATC are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d) or other Applicable Law and City legislation, if any, addressing such Change Document. Nothing in this Agreement will, in the event of disagreement between City and AATC concerning a proposed Change Request that the City contends does not involve a change to the Maximum Payment Amount, or otherwise, prohibit City from issuing a Unilateral Change Document to AATC, pursuant to Code Section 2-1292(d) and City and AATC agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in Exhibit E. During the pendency of such dispute, AATC must continue to perform the Work, as changed by such Unilateral Change Document.

5.4 **Suspension of Work.** City may, by written notice to AATC, suspend at any time the performance of any of the Work to be performed under this Agreement. Upon receipt of a suspension notice, AATC must, unless the notice requires otherwise, (a) immediately discontinue suspended Work on the date and to the extent specified in the notice; (b) place no further orders or subcontracts for materials, Work or facilities with respect to suspended Work, other than to the extent required in the notice; and (c) take any other reasonable steps to minimize costs associated with the suspension.

6. **Pricing of Adjustments.**

6.1 **Pricing Methods.** When costs are a factor in any determination of an Agreement adjustment pursuant to the Clause titled "Change Documents" (5.3), AATC shall propose upward or downward price adjustments in one of the following methods as directed by City Authorized Representative:

6.1.1 Using Unit Prices from this Agreement;

6.1.2 Estimating new Unit Prices where appropriate, subject to negotiation;

6.1.3 Estimating a lump sum price for the change, subject to negotiation; or

6.1.4 Establishing separate cost accounting records, subject to daily end-of-the-day written approval by Authorized Representative of all allocable costs on a Force Account basis. Reimbursement of reasonable and approved incurred costs, plus specified rates for overhead and profit, as defined below, shall be the basis for Force Account adjustment of the Agreement price.

6.2 **Cost Breakdown Information.** When AATC is directed to propose price adjustments pursuant to 6.1.2 or 6.1.3 above, it shall provide cost breakdown information for the purpose of, and in sufficient detail to permit, analysis and negotiation including but not limited to labor categories, job hours and rates, equipment and material quantities, sources and calculations, overhead costs and allocations, profit computations and reference data upon which estimates are based.

**6.3 Markups.**

6.3.1 If the pricing method is in accordance with 6.1.1 above, AATC is not authorized any additional markups as the Agreement Unit Prices are considered fully burdened;

6.3.2 For work priced pursuant to 6.1.2 or 6.1.3 above, the additional markup shall be negotiated with AATC based on the complexity and type of work required; however, markups on "Direct Labor" costs shall not exceed fifteen percent (15%) if the pricing adjustment is valued at less than Twenty Five Thousand (\$25,000.00) Dollars; or will pay no more than Ten percent (10%) markup on "Direct Labor" if the price adjustment is valued at greater than Twenty five Thousand One (\$25,001.00) Dollars.

6.3.3 If for any reason the City Authorized Representative, as further identified in 8.1, and AATC are unable to agree upon a new unit rate or lump sum Agreement price adjustment provisions 6.4. through 6.8. establish and define allowable costs and rates for Force Account work pursuant to 6.1.4 above.

6.4 **Direct Labor.** Incurred direct labor wages for technical, craft and manual labor for all classifications through lead Engineer, foreman or equivalent are allowable for the period of performance of the change. General supervision and management above lead AATC Authorized Representative, as further identified in 7.2, foreman or equivalent and indirect labor, e.g. surveyors, office personnel, timekeepers and maintenance personnel, are not allowable as direct costs but are recovered in the overhead and profit rates established by this clause. Payroll additives are allowable and include taxes, insurance premiums, paid absences, and social and retirement benefits required by law, labor agreements, published company policies applying uniformly to Contractor's work force or which are normal and customary. City shall have access to AATC's certified payroll records for verification of labor costs.

6.5 **Equipment.** Approved incurred construction equipment, facilities and vehicle net rental costs plus five percent (5%) for Contractor overhead and profit are allowable, except tools and equipment having original purchase prices of less than five hundred dollars (\$500) each, which are deemed to be covered in the overhead and profit rates established by this clause. If operating costs are not included in rental rates they are also allowable.

6.5.1 **Equipment Charges.** Reasonable equipment charges for approved AATC-owned construction equipment having original purchase prices of more than five hundred (\$500) each shall also be allowed provided such charges are:

- (1) Agreed upon Agreement unit rates; or
- (2) Based upon calculated values allocating ownership costs over the useful life of the equipment plus operating costs such as fuel, oil, lubricants, and maintenance and a profit of ten percent (10%) on such costs; or
- (3) Not greater than seventy percent (70%) of Data Quest Blue Book daily rental rates applicable for the period of performance of the change; and

(4) Appropriately discounted to stand-by rates for idle time reasonably required.

6.5.2 **Limited Equipment Charges.** When the operated use of equipment is infrequent and, as determined by Authorized Representative, such equipment need not remain at the Work site continuously, charges shall be limited to actual hours of use. Equipment not operating but retained at the location of changes at Authorized Representative's direction shall be charged at the standby rate.

6.5.3 **Need for Equipment.** For the cost of both rented and owned equipment to be allowable, Authorized Representative must agree in writing, prior to their being used, that the individual pieces of equipment are needed, are appropriate for the Work, and that the mobilization and demobilization costs are allocable to the change and acceptable. This is in addition to the daily end-of-day approval of operating time for such equipment.

6.6 **Materials.** Approved incurred costs for material incorporated into the changed Work or required for temporary construction facilities made necessary by the change shall be allowable at net cost delivered to the Jobsite plus five percent (5%) overhead and profit for AATC.

6.7 **Subcontracts.** Approved incurred costs for lower-tier subcontracted tasks shall be allowable plus five percent (5%) overhead and profit for AATC; provided that Authorized Representative has approved the lower-tier subcontract before any work is performed.

6.8 **Overhead, Profit and all other Costs.** In addition to the overhead and profit provided in 6.4 through 6.7 above, City may also pay an additional markup on direct labor which will be deemed to be full consideration for all overhead, interest and profit, for all additional costs, e.g. supervision and tools, and for all impacts of the change on all elements of the Work, whether or not changed. The additional markup shall be equal to fifteen percent (15%) of total direct labor as described in 6.3 above for changes resulting in an Agreement price adjustment, excluding this percentage markup, of less than Twenty Five Thousand (\$25,000) Dollars; or will pay ten percent (10%) for changes resulting in adjustments of Twenty Five Thousand one (\$25,001) Dollars or more.

## 7. **AATC's Obligations.**

7.1 **AATC Personnel.** AATC is responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all AATC Personnel, all of whom must be fully qualified and must be authorized under Applicable Law to perform the Work.

7.2 **AATC Authorized Representative.** AATC designates the authorized representative ("AATC Authorized Representative") named on page 1 of this Agreement and such Person must: (a) be a project executive and employee within AATC's organization, with the information, authority and resources available to properly coordinate AATC's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Work by AATC; (c) have day-to-day responsibility and

authority to address issues relating to the Work; and (d) devote adequate time and efforts to managing and coordinating the Work.

7.3 **Qualifications.** Upon City's reasonable request, AATC will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of AATC Personnel.

7.4 **Removal of Personnel Assigned to City Agreement.** Within a reasonable period, but not later than seven (7) days after AATC's receipt of notice from City that the continued assignment to this Agreement and/or the Work of any AATC Personnel is not in the best interests of City, AATC must remove such AATC Personnel from participation in this Agreement and the Work. AATC will assume all costs associated with the replacement of any AATC Personnel. In addition, AATC agrees to remove from participation in this Agreement and the Work any AATC Personnel who has engaged in willful misconduct or has committed a material breach of this Agreement immediately after AATC becomes aware of such misconduct or breach.

7.5 **Subcontracting.** Unless specifically authorized in this Agreement, AATC will not enter into any agreement with or delegate or subcontract any Work to any Third Party without the prior written approval of City. If AATC contracts any of the Work, AATC will: (i) be responsible for the performance of Work by the Contractors; (ii) remain City's sole point of contact for the Work; (iii) be responsible for the payment of any Contractors; and (iv) ensure that any and all Subcontractor Affidavits are properly processed in accordance with the procedures delineated in the attached Appendix D (Security and Immigration Compliance Acts).

7.5.1 AATC may not transfer, reassign or replace any AATC Key Personnel except as a result of retirement, voluntary resignation, involuntary termination for cause in AATC's sole discretion, illness, disability or death, during the term of this Agreement without prior written approval from City.

7.6 **Conflicts of Interest.** AATC must immediately notify City in writing, specifically disclosing any potential or actual conflicts of interests, which arise or may arise during the execution of the Work in the fulfillment of the requirements of the Agreement. City will make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

7.7 **Commercial Activities.** Neither AATC nor any AATC Personnel or Contractors may establish any commercial activity, issue concessions or permits of any kind to Third Parties for establishing any activities on City property.

## 8. **City's Authorized Representative.**

8.1 **Designation and Authority.** City designates City Authorized Representative named on page 1 of this Agreement (the "City Authorized Representative") who must: (a) serve as primary interface and the single-point of communication for the provision of Work; (b) have day-to-day responsibility to address issues relating to this Agreement; and (c) to the extent

provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

8.2 **City's Right to Review and Reject.** Any Work Product, or other document or item to be submitted or prepared by AATC under this Agreement will be subject to the review of City Authorized Representative. City Authorized Representative may disapprove, if in City Authorized Representative's sole opinion the Work Product or other document or item is not in accordance with the requirements of this Agreement or sound professional service principles, or is impractical, uneconomical or unsuited in any way for the purposes for which the Work Product or other document or item is intended. If any portion of these items is disapproved, AATC must revise the items until they meet the approval of City Authorized Representative. However, AATC will not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

9. **Payment Procedures.**

9.1 **General.** City will not be obligated to pay AATC any amount in addition to the Maximum Payment Amount for AATC's provision of the Work. AATC reimbursable expenses and other compensable items under this Agreement are set forth on Exhibit A.1.

9.2 **Invoices.** AATC must prepare and submit to City invoices for payment under this Agreement in accordance with Exhibit A.1. Each invoice must be in such detail and format as City may reasonably require. To the extent not set forth on Exhibit A.1, AATC must invoice City monthly for Work rendered.

9.3 **Taxes.** Compensation payable under this Agreement is inclusive of all taxes, levies, duties and assessments ("Taxes") of every nature due in connection with AATC's performance of the Work. AATC is responsible for payment of such Taxes to the appropriate governmental authority. If AATC is refunded any Tax payments made relating to the Work, AATC must remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

9.4 **Payment.** City will endeavor to pay all undisputed amounts under this Agreement within thirty (30) days of the date of the receipt by City of a properly rendered, delivered and approved invoice.

9.5 **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify AATC in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and AATC agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies AATC of the disputed amount.

9.6 **No Acceptance of Nonconforming Work.** No payment of any invoice or any partial or entire use of the Work by City constitutes acceptance of any Work.

**10. AATC Representations and Warranties.** As of the Effective Date and continuing throughout the Term, AATC warrants to City that:

**10.1 Authority.** AATC is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. AATC has all necessary power and authority to enter into and perform its obligations under this Agreement and the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement have been duly authorized by all necessary actions on its part. This Agreement constitutes a legal, valid and binding obligation of AATC, enforceable against it in accordance with its terms. No action, suit or proceeding in which AATC is a party that may restrain or question this Agreement or the provision of Work by AATC is pending or threatened.

**10.2 Professional Standards.** The Work will be performed in a professional and workmanlike manner in accordance with the standards imposed by Applicable Law and the practices and professional standards used in well managed operations performing work similar to the Work.

**10.3 Conformity.** The development, creation, delivery, provision, implementation, testing, maintenance and support of all Work must conform in all material respects to the description of such Work in the Agreement Documents.

**10.4 Materials and Equipment.** Any equipment or materials provided by AATC must be new, of clear title, not subject to any lien or encumbrance, of the most suitable grade of their respective kinds for their intended uses, must be free of any defect in design or workmanship and must be of merchantable quality and fit for the purposes for which they are intended.

**10.5 Intellectual Property Rights.** None of the processes or procedures utilized by AATC to fulfill its obligations under this Agreement, nor any of the materials and methodologies used by AATC in fulfilling its obligations under it, nor any of the Work or Work Product may infringe any Third Party's intellectual property rights or privacy, publicity or other rights.

**11. Compliance with Laws.**

**11.1 General.** AATC and its subcontractors will perform the Work in compliance with all Applicable Law.

**11.2 Consents, Licenses and Permits.** AATC will be responsible for and the compensation payable under this Agreement will include the cost of obtaining, maintaining and complying with and paying all fees and Taxes, all applicable licenses, authorizations, consents, approvals and permits required of AATC in performing Work and complying with this Agreement.

**12. Safety and Security Policies**

12.1 AATC will ensure that all Contractors comply with Airport Safety and Security Policies attached to this Agreement as Exhibit D.

**13. Confidential Information.**

13.1 **General.** Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Law will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, AATC will return any trade secrets to City. Each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

13.2 **Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information.** Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party must provide the other with thirty six (36) hours prior notice by facsimile of its intent to disclose, describing the content of the information to be disclosed and providing a copy of the pleading, instrument, document, communication or other written item compelling disclosure or, if not in writing, a detailed description of the nature of the communication compelling disclosure with the name, address, phone number and facsimile number of the Person requesting disclosure. Should the non-disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section will be applicable to information that one Party deems to be Confidential Information but the other Party does not.

13.3 **Georgia Open Records Act.** The provisions above notwithstanding information provided to the City is subject to disclosure under the Georgia Open Records Act ("GORA"). Pursuant to O.C.G.A. § 50-18-72 (c)(34), "[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A § 10-1-760 et seq.]".

**14. Work Product.**

14.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar Work or other documents, all deliverables and other Work Product prepared or

authored by AATC or any of its Contractors exclusively for City under this Agreement and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") will be and remain the sole and exclusive property of City. Any of AATC's or its Contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) will be deemed to be "works made for hire" and made in the course of Work rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product will belong exclusively to City. AATC and its Contractors grant City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

14.2 If any of the Work Product is determined not to be a work made for hire, AATC assigns to City, worldwide and in perpetuity, all rights, including proprietary rights, copyrights and related rights and all extensions and renewals of those rights, in the Work Product. If AATC has any rights to the Work Product that cannot be assigned to City, AATC unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants to City during the term of such rights an exclusive, irrevocable, perpetual, transferable, worldwide, fully paid and royalty-free license, with rights to sublicense through multiple levels of sublicensees, to reproduce, make, have made, create derivative works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

14.3 City will have the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name or for its own benefit, all patents, copyrights, applications and registrations, renewals and continuations and all other appropriate protection.

14.4 To the extent exclusive title or complete and exclusive ownership rights in any Work Product created by AATC or its Contractors may not originally vest in City by operation of Applicable Law, AATC and its Contractors must, immediately upon request, unconditionally and irrevocably assign, transfer and convey to City all rights, title and interest in the Work Product.

14.5 Without any additional cost to City, AATC and its Contractors must promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. AATC and its Contractors irrevocably designate City as agent and attorney-in-fact to execute, deliver and file, if necessary, any documents necessary to give effect to the provisions of this Section and to take all actions necessary, in AATC's or its Contractor's name, with the same force and effect as if performed by AATC or its Contractor.

**15. Audit and Inspection Rights.**

**15.1 General.**

15.1.1 AATC will provide to City, and any Person designated by City, access to AATC Personnel and to AATC owned facilities for the purpose of performing audits and inspections of AATC, AATC Personnel and/or any of the relevant information relating to the Work and this Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of all charges and invoices under this Agreement; (b) examine AATC's or its

Contractor's performance of the Work; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. AATC must provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

15.1.2 All audits and inspections will be conducted during business hours (except with respect to Work that is performed during off-hours).

15.1.3 AATC must promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

15.1.4 If any audit or inspection of charges or Work under this Agreement reveals that City has overpaid any amounts to AATC, AATC must promptly refund such overpayment and AATC must also pay to City interest on the overpayment amount at the rate of one-half percent (0.5%) per month (or such maximum rate permissible by Applicable Law, if lower) from the date the overpayment was made until the date the overpayment is refunded to City by AATC.

15.2 **Records Retention.** Until the later of: (a) three (3) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, AATC will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

## 16. **Indemnification by AATC.**

16.1 **General Indemnity.** AATC must indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors and agents, successors and permitted assigns, harmless from any losses, liabilities, damages, demands and claims and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

(a) AATC's or AATC Personnel's performance, non-performance or breach of this Agreement;

(b) compensation or benefits of any kind, by or on behalf of AATC Personnel, or any Contractor, claiming an employment or other relationship with AATC or such subcontractor (or claiming that this Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Agreement or the provision of Work by such AATC Personnel or subcontractor);

(c) any actual, alleged, threatened or potential violation of any Applicable Law by AATC or AATC Personnel, to the extent such claim is based on the act or omission of AATC or AATC Personnel, excluding acts or omissions by or at the direction of City;

(d) death of or injury to any individual caused, in whole or in part, by the tortious conduct of AATC or any Person acting for, in the name of, at the direction or supervision of or on behalf of AATC; and

(e) damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the tortious conduct of AATC or any Person acting for, in the name of, at the direction or supervision of or on behalf of AATC.

16.2 **Intellectual Property Indemnification by AATC.** AATC must indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by AATC (or any AATC agent, Contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Work, or any of the Work itself, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Work provided by AATC hereunder is held to constitute, or in AATC's reasonable judgment is likely to constitute, an infringement or misappropriation, AATC will in addition to its indemnity obligations, at its expense and option and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Work; (B) replace such processes, procedures, Work Product, materials, methodologies or Work with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Work; (C) modify such processes, procedures, Work Product, materials, methodologies or Work, or have such processes, procedures, Work Product, materials, methodologies or Work modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Work; or (D) create a feasible workaround that would not have any adverse impact on City.

17. **Limitation of Liability.**

17.1 **General.** THE MAXIMUM AGGREGATE LIABILITY OF CITY UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL OF ALL AMOUNTS ACTUALLY PAID UNDER THE AGREEMENT. EXCEPT FOR AATC'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY AATC" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY AATC, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

17.2 **Exceptions to Limitations.** The limitations set forth in the immediate subsection will not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of intellectual property; (c) any breach of the Section titled "Confidential Information"; or (d) any claim involving a violation of any Applicable Law concerning homeland security, terrorist activity or security sensitive information, regardless of the manner in which such damages are characterized.

18. **Good Faith Outreach Efforts.** AATC must comply with any applicable City socio-economic programs, including, but not limited to, the requirements set forth in Appendix A in the performance of the Services.

19. **Insurance and Bonding Requirements.** AATC must comply with the insurance and bonding requirements set forth on Appendix B.

20. **Standard Operating Procedures.** AATC shall comply with the Standard Operating Procedures as established in Appendix C.

21. **Central Passenger Terminal Complex (CPTC).** The Central Passenger Terminal Complex (CPTC) is designated as Concourses A, B, C, D, E, F, and T as well as the Transportation Mall areas at Hartsfield-Jackson Atlanta International Airport. AATC will ensure all Contractors comply with the CPTC Work rules as set forth in Exhibit F.

22. **Force Majeure.** Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.

23. **Termination.**

23.1 **Termination by City for Cause.** City may at its option, by giving written notice to AATC, terminate this Agreement:

(a) for a material breach of the Agreement Documents by AATC that is not cured by AATC within seven (7) days of the date on which City provides written notice of such breach;

(b) immediately for a material breach of the Agreement Documents by AATC that is not reasonably curable within seven (7) days;

(c) immediately upon written notice for numerous breaches of the Agreement Documents by AATC that collectively constitute a material breach or reasonable grounds for insecurity concerning AATC's performance; or

(d) immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with AATC's obligations under this Agreement or is in violation of any City Ethics Ordinances.

**23.2 Re-procurement Costs.** In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above subsection titled "Termination by City for Cause", AATC will be liable for all costs in excess of the charges for all terminated Work reasonably and necessarily incurred by City in the completion of the Work, including the cost of administration of any agreement awarded to other Persons for completion. If City improperly terminates this Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section titled "Termination by City for Convenience".

**23.3 Termination by City for Insolvency.** City may terminate this Agreement immediately by delivering written notice of such termination to AATC if AATC: (a) becomes insolvent, as that term may be defined under Applicable Law, or is unable to meet its debts as they mature; (b) files a voluntary petition in bankruptcy or seeks reorganization or to effect a plan or other arrangement with creditors; (c) is adjudicated bankrupt or makes an assignment for the benefit of its creditors generally; (d) fails to deny or contest the material allegations of an involuntary petition filed against it pursuant to any Applicable Law relating to bankruptcy, arrangement or reorganization, which is not dismissed within sixty (60) days; or (e) applies for or consents to the appointment of any receiver for all or any portion of its property.

**23.4 Termination by City for Convenience.** At any time during the Term of this Agreement, City may terminate this Agreement for convenience upon fourteen (14) days written notice of such termination. Upon a termination for convenience, AATC waives any claims for damages, including loss of anticipated profits. As AATC's sole remedy and City's sole liability, City will pay charges for the Work properly performed prior to the notice of termination, plus all reasonable costs for Work performed after the termination, as specified in such notice and reasonable administrative costs of settling and paying claims arising out of the termination of Work under purchase orders or subcontracts except to the extent any products under such purchase orders or subcontracts can be used by AATC in its business within the thirty (30) days following termination. If requested, AATC must substantiate such costs with proof satisfactory to City.

**23.5 Effect of Termination.** Unless otherwise provided in this Agreement, termination of this Agreement, in whole or in part and for any reason, will not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, AATC must immediately: (i) discontinue Work on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Work; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools and property furnished by AATC or provided by City for performance of the terminated Work; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, contracts, subcontracts, rentals or any other agreements existing

for performance of the terminated Work, or assign them , as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Work; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Work that are not terminated.

**24. Dispute Resolution.** All disputes under the Agreement Documents or concerning Work will be resolved under this Section and Exhibit E. Both Parties must continue performing under this Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Agreement is terminated or expires. A dispute over payment will not excuse performance by AATC or its Contractors of the Work or compliance with the obligations under this Agreement or any contract applicable to this Agreement or the Work.

**25. Back Charges.**

**25.1 Corrective Actions by City or City Authorized Representative.** If AATC is notified by City to correct defective or nonconforming Work and AATC states or by its actions indicates that it is unable or unwilling to proceed with corrective action in a reasonable time or manner, City may, upon written notice, proceed to accomplish the redesign, repair, rework or replacement of nonconforming Work by the most expeditious means available and backcharge AATC for the costs incurred. Furthermore, if City agrees to or is required to perform Work for AATC, such as cleanup, off-loading or completion of incomplete Work, City may, upon written notice, perform such Work by the most expeditious means available and backcharge AATC for the costs incurred.

**25.2 Backcharge Costs:** The cost of backcharge Work will include:

25.2.1 Incurred labor costs, including all payroll additives;

25.2.2 Incurred net delivered materials costs;

25.2.3 Incurred lower tier supplier and subcontractor costs directly related to performing the corrective action;

25.2.4 Any other reasonable costs of City in performing such backcharge work, including, but not limited to, reprourement costs, legal fees, redesign or remediation costs, etc.; and

25.2.5 A factor of thirty-five percent (35%) applied to the total of Items 1 through 4 for overhead, supervision and administrative costs.

**25.3 Backcharge not a Release.** City will separately invoice or deduct from payments, if any, otherwise due to AATC any backcharge costs. City's right to backcharge is in addition to any other rights and remedies provided in this Agreement or by Applicable Law. The performance of backcharge Work by City will not relieve AATC of any of its responsibilities under this Agreement, including but not limited to, express or implied warranties, specified

standards for quality, contractual liabilities and indemnifications and meeting the Agreement Milestones.

**26. General.**

**26.1 Notices.** Any notices under this Agreement must be in writing and sent to the respective Party at the address on page 1 of this Agreement, and will be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with delivery confirmation; (b) when sent by confirmed facsimile; (c) when sent by confirmed e-mail; or (d) three (3) days after the date of mailing by United States, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

**26.2 Waiver.** Any waiver by the Parties or failure to enforce their rights under this Agreement will be deemed applicable only to the specific matter involved and will not be deemed a waiver or failure to enforce any other rights under this Agreement and this Agreement will continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred.

**26.3 Assignment.** Neither this Agreement, nor any rights or obligations under it, are assignable in any manner without the prior written consent of the other Party and any attempt to do so without such written consent will be void ab initio.

**26.4 Publicity.** AATC and its Contractors may not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Work or this Agreement without the prior written consent of City.

**26.5 Severability.** In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision will be deemed omitted and will not affect the validity of other provisions of this Agreement.

**26.6 Further Assurances.** Each Party must execute and/or provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Agreement.

**26.7 No Drafting Presumption.** No presumption of any Applicable Law relating to the interpretation of contracts against the drafter will apply to this Agreement.

**26.8 Survival.** Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement or which must survive in order to give effect to its meaning, will survive the expiration or termination of this Agreement.

**26.9 Independent Contractor.** AATC is an independent Contractor of City and nothing in this Agreement will be deemed to constitute AATC and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of

profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

**26.10 Third Party Beneficiaries.** This Agreement is not intended, expressly or implicitly, to confer on any other Person any rights, benefits, remedies, obligations or liabilities.

**26.11 Cumulative Remedies.** Except as otherwise provided herein, all rights and remedies under this Agreement are cumulative and are in addition to and not in lieu of any other remedies available under Applicable Law, in equity or otherwise.

**26.12 Entire Agreement.** The Agreement Documents contain the entire Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or agreements, oral or written, between the Parties with respect to such subject matter. This Agreement may only be amended or modified by a writing executed by an appropriate representative of each Party in accordance with the Code or other Applicable Law and each such writing will be deemed to incorporate the Agreement Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. AATC MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ITS INVOICES, OR OTHER BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

**26.13 Applicable Law.** The Agreement Documents will be governed by and construed in accordance with the substantive laws of the State of Georgia without regard to its choice of law principles.

**26.14 Jurisdiction and Venue.** The Parties submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in such courts and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in such courts.

**26.15 Equitable Remedies.** The Parties agree that due to the unique nature of either Party's Confidential Information, there may not be an adequate remedy at law for a breach of the Section titled "Confidential Information", which breach may result in irreparable harm to the non-disclosing Party. Accordingly, in such instance, the non-breaching Party will be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

**27. State Law Requirements.**

**27.1 Illegal Immigration Reform and Enforcement Act.** Pursuant to O.C.G.A. 13-10-91 et seq., Contractor is required to execute the Contractor Affidavit, attached hereto as Appendix D and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

27.2 Systematic Alien Verification of Entitlements. Pursuant to O.C.G.A. 50-36-1 et seq., Contractor is required to execute the SAVE Affidavit attached here to as Appendix D and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

**28. City of Atlanta Code Requirements.**

28.1 Contractor Required to Certify Prompt Payment of Subcontractors and Suppliers. The Contractor shall certify in writing that all subcontractors and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the Contractor prior to receipt of any further progress payments. Contractor is required to pay subcontractors or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

28.2 Contractor Required to Certify Satisfaction of all Underlying Obligations. Before final payment is made to Contractor by the City, 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 the Contractor.

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

28.4 Prohibition against Contracting with Predatory or High Cost Lenders. By signing below, the Contractor, or its authorized agent, certifies, under penalty of perjury, that this Agreement is made by a person or business entity that is neither a predatory lender nor a high cost lender, nor is the Contractor an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Contractor, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Contractor.

28.5 Prohibition on Kickbacks or Gratuities. The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

- (a) It is unethical for any person to offer, give or agree to give any employee or former employee a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or

procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

(b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefor.

(c) It is also unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

**28.6 Equal Employment Opportunity (EEO) Provision.** During the performance of this Contract, AATC agrees as follows:

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

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

(b) AATC agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of the EEO clause.

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

(c) AATC shall send to each labor union or representative of workers with which AATC may have a collective bargaining agreement or other contract or

understanding a notice advising the labor union or workers' representative of the AATC's commitments under the equal employment opportunity program of CITY and under the City Code and shall post copies of the notice in conspicuous places available to employees and applicants for employment. AATC shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

(d) AATC shall furnish all information and reports required by the contract compliance officer pursuant to the City Code, and shall permit access to the books, records, and accounts of the contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

(e) AATC shall take such action with respect to any Subcontractor as CITY may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation as a result of such direction by CITY, CITY will enter into such litigation as is necessary to protect the interest of CITY and to effectuate the equal employment opportunity program of CITY; and, in the case of contracts receiving federal assistance, AATC or CITY may request the United States to enter into such litigation to protect the interests of the United States.

(f) AATC and its contractors, if any, shall file compliance reports at reasonable times and intervals with CITY in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of AATC and its subcontractors.

(g) AATC shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each Subcontractor, Supplier or vendor.

(h) A finding, as hereinafter provided, that a refusal by AATC or its contractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

(a) Withholding from AATC in violation all future payments under the involved contract until it is determined that AATC or subcontractor is in compliance with the provisions of the contract;

(b) Refusal of all future bids for any contract with CITY or any of its departments or divisions until such time as the AATC or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the City Code;

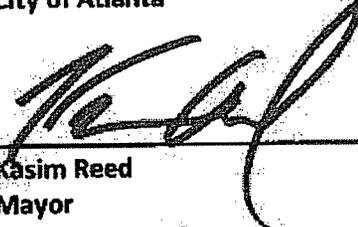
**(c) Cancellation of the public contract;**

In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the Contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within the Applicable Law, of contractors, subcontractors or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

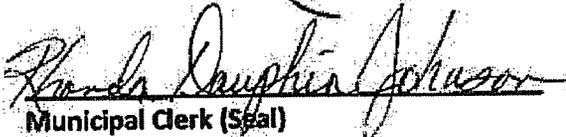
The Parties, by authorized representatives, have executed this Agreement as of the Effective Date.

City of Atlanta

AATC

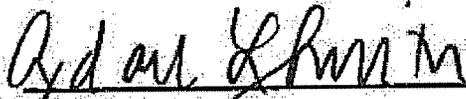
  
Kasim Reed  
Mayor

  
Kofi Smith  
Executive Director

  
Municipal Clerk (Seal)

  
Corporate Secretary/Assistant  
Secretary (Seal)

Approved:

  
Adam L. Smith  
Chief Procurement Officer

  
Louis E. Miller  
Aviation General Manager

  
James L. Drinkard  
Assistant Aviation General Manager

Approved as to form:

  
Kristen M. Rietenwald  
Senior City Attorney

Digitally signed by Kristen Rietenwald  
DN: cn=K. Rietenwald, o=City of Atlanta, Department of Aviation,  
ou=Administration Services Division, email=kristen.rietenwald@atlantaga.gov,  
c=US, email=kristen.rietenwald@atlantaga.gov  
Date: 2019.02.01 17:41:54 -0400

**EXHIBIT A**  
**SCOPE OF WORK**

**EXHIBIT A**  
**SCOPE OF WORK**

1. **General Description:** Complete the American Airlines Ticket Counter/ATO Relocation and the Concourse T North Gate Optimization project in accordance with the furnished 100% Design Submittal, WBS Number D.05.01.030 and D.02.90.011 drawings and specifications; produced by Hartsfield Support Services Team.
2. **General Scope of Services:** The scope of the Project will include the reconfiguration of the Concourse T North apron to add two additional aircraft parking positions. Included in this project are all new loading bridges and new fuel pits to accommodate the revised aircraft parking positions. Inside the building the American Airlines ticket counters and Airline Ticket Offices (ATO) will be relocated to make room for displaced concessions in Concourse T as a result of the two additional gates. Concourse space will be reconfigured and three nose notches will be filled in to conform to the new aircraft parking layout and create the required hold rooms. Lower lever operations space will be reconfigured to allow for the consolidation of United and Continental.
3. **Project Deliverables:** AATC is to provide labor, materials, equipment and all services required to accomplish the scope defined by the drawings, specifications and other contract documents which shall include the following:
  - 3.1. **WBS# D.05.01 030 – American Ticket Counter/ATO Relocation – Food Court**
    - 3.1.1. Remodel old Korean Airlines space to accommodate American Airlines Ticket Counter and ATO needs.
    - 3.1.2. Relocate American Airlines Ticket Counter and ATO in to remodeled space.
    - 3.1.3. Demo approximately 140 linear feet of ticket counter and ATO on the east end of the north ticketing to make way for a food court on Concourse T North.
    - 3.1.4. Construct new demising way between north ticketing and new food court.
    - 3.1.5. Install new public restrooms in food court.
    - 3.1.6. Bring new 1200 amp electrical service to food court.
  - 3.2. **WBS# D.02.90.011 – Concourse “T” North gate Optimization (Add 2 new gates)**
    - 3.2.1. Procure and Install 9 new loading bridges with 400 Hz. and Pre-Conditioned Air.
    - 3.2.2. Install 9 new fuel pits.
    - 3.2.3. Re-stripe aircraft parking for the entire north end of Concourse T, creating 2 new gates.
    - 3.2.4. Fill in and build out 3 nose notches to create additional hold room space.
    - 3.2.5. Replace ceiling and lighting in Concourse T North.
    - 3.2.6. Build new public restrooms at north end of Concourse T.

- 3.2.7. Reconfigure American Airlines operation space to make room for the consolidation of United/Continental operation from Concourse D.
- 3.2.8. Relocate Continentals operations from Concourse D.
- 3.2.9. Demo existing concessions and airline office space on concourse T to make room for additional hold rooms.

**4. Project Requirements:**

- 4.1. AATC to complete all the required work detailed within the plans and specifications within the designated terms as stated in this agreement including, but not limited to:
  - 4.1.1. Prior to entering into any subcontracts, conduct a QA and constructability review of plans and specifications, and publish to DOA; and
  - 4.1.2. Develop and submit for approval recommended unit pricing schedules and allowances; and
  - 4.1.3. The construction and maintenance of all necessary temporary partitions in accordance with Airport standards; and
  - 4.1.4. The removal and disposal of removed equipment and material; and
  - 4.1.5. The furnishing and coordinating all necessary lifting equipment and support personnel to install and remove material. Prepare and submit all FAA required crane operations request forms to the Department of Aviation in a timely manner; and
  - 4.1.6. The removal and reinstallation of building elements removed to facilitate installation and removal of material; and
  - 4.1.7. Conducting, documenting, and publishing pre-construction surveys including inspections and pretesting of systems to identify any nonfunctioning or damaged lighting fixtures, PA equipment, CCTV equipment, fire alarm equipment (strobes, sensors, etc.) and ceiling panels that either remain in place or are to be reinstalled after all related project work has been completed. Any equipment not identified on the survey as damaged or nonfunctioning will be repaired and/or replaced at the contractors' expense; and
  - 4.1.8. The furnishing, installing and removal of walk pads and other roof protection required to ensure the integrity of the existing roofing remains intact throughout the duration of the project. All work and costs associated with repairing damages to the roofing system will be in accordance of the contract document and responsibility of the AATC; and

- 4.1.9. Providing a 100% water proof enclosure to cover any roof penetrations (RMU Curbs, cut-outs, etc.) to ensure that the existing roof system is never compromised. AATC is required to construct and secure a covering in a manner to ensure that winds will not displace and will pose NO impact to airline operations. All leak damages incurred through the construction efforts of this project will be repaired and/or replaced by the AATC at AATC's expense; and
- 4.1.10. The dismantling, removal and proper disposal of existing equipment, piping and electrical services and miscellaneous materials as identified in the project plans and specifications; and
- 4.1.11. The furnishing and coordination of Customer Service personnel on an as-needed basis to assist passengers movement during peak travel periods; and
- 4.1.12. The furnishing and/or modifying of Airport way-finding signage, as needed, for a temporary rerouting of pedestrian movement; and
- 4.1.13. The procurement and coordination of Third Party Testing (QA/QC) services for the work as specified within the Contract Documents; and

**5. Applicable Documents:** All work will be performed in accordance with this Agreement; and

- 5.1. American Ticket Counter/ATO Relocation – Food Court – For Construction Design Drawings
- 5.2. Concourse "T" North gate Optimization (Add 2 new gates) – For Construction Design Drawings
- 5.3. American Ticket Counter/ATO Relocation / Concourse "T" North gate Optimization – For Construction Design Specifications.

**6. Construction Management Work:**

- 6.1. AATC must provide Construction Management ("CM") Work for all Project Work, including Work done under each RFP Work package for which a contract was awarded.
- 6.2. The CM Work will include monitoring the Work of the contractor(s) and coordinating all phases of their Work to facilitate completion of the Project in accordance with the established Project cost and schedule.
- 6.3. Within ten (10) days of execution of this Agreement, AATC must provide City Authorized Representative with:

6.3.1. a CM Work plan, including proposed staff resumes and manpower Work schedules for construction managers, resident engineers and inspectors; and

6.3.2. construction policies and procedures to be used in managing this Project during the construction phase.

6.4. If AATC desires to subcontract any portion of the CM Work or to supplement AATC's own in-house CM staff with outside resources, AATC must notify City in writing, setting forth with specificity AATC's proposed actions. City will review and approve or disapprove AATC's request within ten (10) days.

6.5. **Pre-Construction Support.** AATC must:

6.5.1. provide technical support in pre-award and pre-construction meetings;

6.5.2. coordinate pre-construction meetings to acquaint contractors with the Project's scope of Work, Airport security requirements, CPTC Work rules and guidelines for early submittal requirements and mobilization efforts; and

6.5.3. identify long lead procurement items that may impact the overall Project timeframes.

7. **Cost Control.** AATC must monitor construction and provide a monthly progress report to City Authorized Representative identifying any variances between actual costs and approved budgets and identify potential cost overruns. AATC must include funding levels, commitments, costs to date and forecasts in its monthly progress reports. In conjunction with cost estimating, AATC must assess alternatives to correct any variances and reduce costs and notify City Authorized Representative with recommendations for appropriate action.

8. **QA/QC Inspections Work.** AATC:

8.1. must inspect each Jobsite where Project Work is being performed at intervals appropriate to the stage of construction, or as otherwise agreed to by City Authorized Representative in writing, to observe the progress and quality of Work and to determine if the Work is proceeding in accordance with applicable drawings and specifications in order to prevent defects and deficiencies in the Work.

8.2. must monitor the Work of each of contractor for the purpose of achieving satisfactory performance and to determine the adequacy of personnel, equipment and the availability of materials and supplies to meet applicable schedules.

8.3. must schedule periodic meetings with each contractor, City Authorized Representative, A/E and, if necessary, tenants or key stakeholders, for review of Work done and the resolution of any questions or issues that may arise with respect to the Work.

8.4. will not have control over construction means, methods, techniques, sequences and procedures employed by contractor(s) in the performance of their Work, but must use its best efforts to review and, if unacceptable, disapprove such Work and recommend to City Authorized Representative a course of action to be taken when the requirements of the drawings and specifications are not being met.

8.5. AATC must assist City Authorized Representative in selecting and retaining the professional services of surveyors, special contractor(s) and testing laboratories for inspections and testing to be performed during the Project.

9. **Non-Conforming Work.** AATC must keep City Authorized Representative informed of the progress and quality of the Work of each contractor working on the Project. AATC must reject Work that does not conform to the requirements of the Project.

10. **Project Controls Work.** AATC's Project control Work includes:

10.1. **Schedule Verification.** AATC must review and monitor individual Project schedules and Work breakdown schedules throughout the Project for compliance and compatibility with overall Project requirements and in accordance with the terms of this Agreement.

10.2. **Project Progress Reports.** During construction, AATC must:

10.2.1. prepare regular monthly progress reports for each contractor's Work which tracks the schedule and budget and addresses the plan, progress and problems for each contractor's Work scope;

10.2.2. identify any deviations from established contractor schedules, budgets and any other performance metrics; and

10.2.3. manage the progress meetings for all contractors and record and distribute all meeting minutes.

11. **Document Control.** AATC must:

11.1. process, log and distribute shop drawings;

11.2. review documents, such as construction plans, specifications and RFI's; and

11.3. provide all documents to Program Document Control.

**12. Project Overviews.** AATC must review and develop, from a construction aspect, a profile of contractor's Work scope, which will include, but is not limited to, elements such as schedule, site, construction methods and special or difficult circumstances.

**13. Data Management.** AATC must interface with existing program management information systems, procedures, hardware, software and network systems, including the estimating database, to track Project schedules and costs.

**14. Project Administration Work.** AATC must:

14.1. In cooperation with City Authorized Representative provide administration of each contract awarded by AATC to a contractor for any portion of the Project to achieve completion of the applicable Work component in accordance with City's Department of Aviation's ("DOA") objectives for cost, time and quality.

14.2. Provide claims avoidance management and claims management which includes:

14.2.1. reviewing design and construction claims and change orders, evaluating the basis for claims and disputes, analyzing claim amounts and participating in settlement negotiations, as requested by City;

14.2.2. maintaining a claims register indicating the current status of each claim;

14.2.3. recommending appropriate actions for each claim or dispute to City Authorized Representative; and

14.2.4. preparing and presenting proposed change orders to City Authorized Representative with a complete explanation for the change and an assessment of the impact to Project cost and schedule.

14.3. Provide technical assistance which includes:

14.3.1. providing technical assistance to contractor(s), through AATC's resident engineers, in the construction submittal, Request-for-Information (RFI) and the change order processes including:

14.3.1.1. upon submittal by contractor(s), provide shop drawing review indicating whether the submitted shop drawings are in compliance with the Project requirements and forward shop drawings to City Authorized Representative and A/E, as applicable, for review and subsequent approval; and

- 14.3.1.2. maintain a shop drawing and sample file log for the Project.
- 14.3.1.3. routing contractor submittals for review by City Authorized Representative;
- 14.3.1.4. review and approve contract payments and collect/review all submittals;
- 14.3.1.5. review Subcontractor(s) invoices and change order proposals for completion and accuracy, certify completion of Work and sign monthly pay estimate;
- 14.3.1.6. respond to all appropriate contract inquires from bonding companies, auditors, etc. with a copy to City Authorized Representative.
- 14.3.1.7. provide coordination between all contractors and City's Building Department's inspectors during Project construction and at the time of final inspection.
- 14.3.1.8. Coordinate with DOA and Airlines and provide support to DOA and other airport users for communication on all Project activities.
- 14.3.1.9. Prior to commissioning any equipment or portion of the Project, submitting five (5) copies of operation and maintenance data/manuals that are specifically applicable to the equipment or portion of Project commissioned and a complete and concise description of the provided equipment or portion of the Project commissioned. AATC must present information in sufficient detail to clearly explain O&M requirements at the system, equipment, component and subassembly level and include an index with each submittal.

14.4. Operations and Maintenance (O&M) Work: AATC's O&M Work include:

- 14.4.1. Providing operations and Maintenance (O&M) Reviews which include:
- 14.4.2. reviewing final O&M submittals for conformance to this Agreement and providing final recommendations for DOA approval of all O&M related documents; and
- 14.4.3. ensuring that O&M submittals are appropriately sectioned, indexed and tabbed.

14.5. Providing O&M Manuals specifically containing the following information: (as applicable)

- 14.5.1. Environmental Conditions Operating Instructions;
- 14.5.2. Safety Precautions;

- 14.5.3. Operator Pre-start;
- 14.5.4. Startup, Shutdown and Post Shutdown Procedures;
- 14.5.5. Normal Operations;
- 14.5.6. Emergency Operations;
- 14.5.7. Operator Service Requirements;
- 14.5.8. Installation Details;
- 14.5.9. Preventive Maintenance Instructions, Plans and Schedule;
- 14.5.10. Lubrication Data;
- 14.5.11. Corrective Maintenance Instructions;
- 14.5.12. Troubleshooting Guides and Diagnostic Techniques;
- 14.5.13. Wiring Diagrams and Control Diagrams, Including Sequence of Operations;
- 14.5.14. Maintenance and Repair Procedures;
- 14.5.15. Removal and Replacement Instructions;
- 14.5.16. Spare Parts and Supply Lists Including Cost;
- 14.5.17. Parts Identification;
- 14.5.18. Personnel Training Requirements; and
- 14.5.19. Testing Equipment and Special Tool Information.

**14.6. O&M Manuals must:**

- 14.6.1. be submitted in five (5) copies;
- 14.6.2. be delivered with the shop drawings and approved with them;
- 14.6.3. be bound or otherwise securely enclosed in oil and moisture resistant binders;
- 14.6.4. have all sections tabbed; and
- 14.6.5. have a binder cover that indicates in bold type:
  - 14.6.5.1. the manufacturer's name;
  - 14.6.5.2. the unit's or equipment's;
  - 14.6.5.3. contract number;
  - 14.6.5.4. model number;
  - 14.6.5.5. serial number; and
  - 14.6.5.6. the contractor's name, address, telephone number and contact.

**14.7. O&M Training Work.**

**14.7.1. AATC must train DOA Operating and Maintenance personnel in the use and maintenance of the specific systems and equipment of the Project.**

**14.7.2. Training sessions must be conducted by instructors certified or approved in writing by the manufacturer of the specific system or equipment.**

**14.7.3. Training sessions must be conducted during normal work days, Monday through Friday, 8:00 a.m. to 5:00 p.m. Training session schedules must conform to the requirements of DOA and must be submitted to DOA for approval not less than fourteen (14) days prior to the proposed training session. Training sessions for different systems may not be scheduled concurrently. All training sessions must be digitally videotaped—two copies in DVD format.**

**14.7.4. All Operations and Maintenance Manuals must be approved and issued prior to training.**

**14.7.5. All training must be completed prior to final acceptance of the applicable equipment or systems.**

**14.8. Start-Up and Training Coordination. AATC must:**

**14.8.1. coordinate and monitor facility/equipment start-up planning and operational tests;**

**14.8.2. coordinate new facility occupancy and new facility/equipment training of DOA and/or tenant personnel;**

**14.8.3. coordinate DOA or tenant maintenance personnel witnessing of start-ups;**

**14.8.4. arrange for corrections of any deficiencies through contractor(s) and develop all corresponding punch lists; and**

**14.8.5. collect and maintain all documents, manuals and warranties for turnover to City and/or the PM.**

**15. Project Documentation. AATC must maintain files of as-built documentation for the Project, review for accuracy and completeness and transmit all final project documents to Program Document Control.**

**16. Drawings.** AATC must ensure that the following obligations are met:

**16.1. Progress As-Builts:** During construction, AATC must keep a marked up-to-date set of As-Built blueline/blackline drawings on the Jobsite to provide an accurate record of all deviations between Work as shown and Work as-installed. These drawings must be available to City for inspection at any time during regular business hours. Failure to maintain progress as-built drawings up to date will be grounds for rejecting all pay requests until progress as-built, then, final as-built, drawings are complete and up-to-date.

**16.2. Utilities.** For underground utilities installed or modified during construction, AATC's contractor must employ "Utility Quality Level A" for depicting the exact location of the underground utilities, as defined by the American Society of Civil Engineers (ASCE) 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data." Those utilities must be shown on the as-built markup drawings. Supporting documentation, including location survey data that make it possible to locate (or validate, for those as-builts that are done by the contractor in electronic format) those underground utilities on the electronic drawings and supporting documentation, must be turned over to City.

**16.3. Final As-Builts.** AATC must, at its expense and not later than thirty (30) calendar days after Final Acceptance of the Work and before submitting a request for final payment, furnish to City Authorized Representative a complete set of marked-up As-Built drawings of its portion of the Project with "AS-BUILT" clearly printed on each sheet. Survey data that are required to accurately locate underground utilities must be provided with the marked-up drawings. AATC will incorporate the mark-ups into a final set of as-built drawings and will provide City electronic and hard copy final Project as-built drawings.

**16.4. Specifications.**

**16.4.1. Progress As-Builts.** During construction, each contractor must keep a marked up-to-date set of As-Built specifications on the Jobsite annotated to indicate clearly all substitutions waivers or deviations that are incorporated into the Work. Where selection of more than one product is specified, annotation must show which product was installed. These specifications must be available to City for inspection at any time during regular business hours.

**16.4.2. Final As-Builts.** AATC must, at its expense and not later than thirty (30) calendar days after Final Acceptance of the Work and before submitting a request for final payment, accurately and neatly transfer all annotations from progress As-Builts to final As-Builts. Final As-Built specifications must be produced in Microsoft Word

2003 format from electronic specifications furnished by contractor and submitted in electronic and paper form. These documents must be delivered to City Authorized Representative clearly marked "AS BUILT."

**17. Project and Equipment Warranty:**

- 17.1. AATC must obtain from each contractor working on the Project, at a minimum, a two (2) year, all-inclusive warranty on all construction Work performed by the contractor or its subcontractors at any tier.
- 17.2. The Manufacturer's warranty and AATC's warranty must commence upon the AAGM's issuance of a written Notice of Final Acceptance of the Work performed for the Project. In addition, AATC must supply to City all appropriate closeout documentation for the Project, including warranty information and maintenance manuals. The satisfactory receipt of this warranty information by the City is a condition precedent to final payment to AATC under this agreement.

**18. Performance Evaluations.** AATC must provide performance evaluations for contractor(s), in accordance with prescribed DOA Planning and Development Policies and Procedures 09-216.

**EXHIBIT A.1**  
**COMPENSATION**

**EXHIBIT A.1**  
**ADDITIONAL COMPENSATION TERMS**

1. **Invoicing:** Invoicing for Work performed by AATC under the Project is governed by the following:
  - 1.1. **Invoice Submittal:** AATC must send invoices to the DOA Planning and Development: Attn: Invoice Compliance Manager; 1255 South Loop Road; College Park, GA. 30337 for review, approval and payment.
  - 1.2. **Monthly Invoices:** Invoices should be entered and submitted in the DOA Planning and Development On-line Invoicing System, to the extent practical for the Project, on a monthly basis by the 15<sup>th</sup> day of each month representing payment for Work completed during the prior month.
  - 1.3. **Supporting Documentation:** All invoices must include supporting documentation for all components of cost set forth in the invoice, including any supporting documentation reasonably requested by City.
  - 1.5. **Amounts Withheld:** Any amounts otherwise payable under this Agreement may be withheld, in whole or in part, if:
    - 1.5.1. Any claims are filed against AATC by City or Third Parties arising out of performance of this Agreement;
    - 1.5.2. AATC is in material default of any Agreement condition including, but not limited to, the schedule, quality assurance and health and safety requirements;
    - 1.5.3. AATC has not submitted:
      - 1.5.3.1. Proper insurance certificates, or not provided proper coverage or proof thereof;
      - 1.5.3.2. Required Performance and Payment Bonds or City approved equivalent securities;
    - 1.5.4. **Release of Withholdings:** City will release and pay such withheld amounts if AATC:
      - 1.5.4.1. Pays, satisfies or discharges any claim of City or Third Parties against AATC; or

1.5.4.2. Cures all defaults in the performance of this Agreement.

2. **Claims against AATC:** If claims filed against AATC connected with performance under this Agreement, for which City may be held liable if unpaid (e.g. unpaid withholding and back taxes), are not promptly removed by AATC 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 AATC. If the amount of such withheld payment or other monies due AATC under this Agreement is insufficient to meet such costs, or if any claim against AATC is discharged by City after final payment is made, AATC and its surety or sureties, if any, must 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.
3. **Payment does not Constitute Acceptance.** No payments of invoices or portions thereof will at any time constitute approval or acceptance of any Work under this Agreement, nor be considered a waiver by City of any of the terms of this Agreement. However, title to all equipment and materials which has vested in City will not be part of AATC'S property or estate, unless otherwise specified by Applicable Law, in the event AATC is adjudged bankrupt or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of AATC'S insolvency, or if all or any portion of this Agreement is terminated.
4. **Waiver of Applicability of Prompt Pay Act.** AATC specifically waives the application to this Agreement of Georgia Code Annotated §§13-11-1, 13-11-4, 13-11-7 and 13-11-8.
5. **Retainage, Release of Retainage and Project Management Fee.**
  - 5.1 **Retainage:** AATC'S monthly invoice must equal ninety percent (90%) of the applicable Contractor'S invoice plus AATC'S project management fee. Within thirty (30) calendar days of City'S receipt of a correct and approved invoice from AATC, City will pay such invoice.
  - 5.2 **Project Management Fee:** AATC will be entitled to add a four percent (4%) project management fee applicable to each Contractor invoice after subtracting retainage.
  - 5.3 **Example Calculations:** Mathematical adjustments to Contractor invoices submitted to AATC and AATC invoices submitted to City will be calculated in accordance with the following example:

Contractor Invoice No. 1 to AATC:	\$100,000
AATC'S Invoice to City Subtracting 10% Retainage:	\$ 90,000
AATC'S calculation of 4% Project	

Management Fee (.04 x \$90,000):	\$ 3,600
AATC Invoice No. 1 to City (\$90,000 + \$3,600) =	\$ 93,600

6. **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:

6.1.1. 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.

6.1.2. The Contractor has furnished the Project Manager with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

6.1.3. The Contractor has furnished the Project Manager with satisfactory evidence that the material and transportation costs have been paid.

6.1.4. The Contractor has furnished the City legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

6.1.5. 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.

7. **Records:** AATC must maintain records and accounts in connection with the performance of this Agreement that will accurately document incurred costs, both direct and indirect, of whatever nature for a period of three (3) years from the expiration or termination of this Agreement unless otherwise specified by applicable law. City or its designated representatives will have the right to examine and copy the records and accounts at all reasonable times, with advance notification. City reserves the right to audit the Project costs during or after completion of the Project.

8. **Provisions Addressing Substantial Completion and Final Completion Work Phases:**

8.1. **Substantial Completion of the Work.**

8.1.1. **Definition.** Substantial Completion means when the Work is sufficiently complete, in accordance with the Agreement Documents, that City can occupy or utilize the Work, or designated portion of the Work, for the use for which it is intended.

**8.1.2. Notice of Substantial Completion.** When AATC considers the Work, or any independent portion of the Work, substantially complete, AATC must notify City in writing. City, with AATC's cooperation, will conduct such reviews, inspections and tests as may be reasonably required to satisfy City that the Work, or identified portion of the Work, substantially conforms to all requirements of the Agreement Documents. During such inspection, the parties will compile any necessary punch list items to be completed before the City may issue final acceptance of the Project. If any part of the Work covered by AATC's notice is not substantially complete and does not conform to the Agreement Documents, City will notify AATC of such nonconformance and AATC must take corrective action and must have the nonconforming Work re-inspected until all Agreement Document requirements are satisfied and the Work, or applicable portion of the Work, qualifies for a Certificate of Substantial Completion. Upon satisfaction of the Agreement Document requirements, City will issue a written Certificate of Substantial Completion with accompanying punchlist for individual portions that have been satisfactorily inspected, subject only to City's Final Acceptance of the Work as a whole.

**8.1.3. Payment for Substantial Completion.** Upon issuance of the Certificate of Substantial Completion and application for payment by AATC, City will make payment, reflecting any adjustment in retainage, if any, City deems appropriate in accordance with this Agreement and Applicable Law. City may withhold as retainage two hundred percent (200%) of the estimated value of the punch list, incomplete or defective Work and other outstanding items, such as outstanding liens or claims.

**8.1.4. Completion of Punch List.** Within sixty (60) days of receipt of the Certificate of Substantial Completion, AATC will complete all items on the punch list to the satisfaction of City. After sixty (60) days, City may correct or complete any incomplete punch list items by utilizing its own forces or by hiring others. The cost of such correction of remaining punch list items will be deducted from the Final Payment, if any monies are due to AATC, taking into consideration prior deductions and offsets.

**8.1.5. Completion Not Acceptance.** The issuance of the Certificate of Substantial Completion does not indicate City's acceptance of the Project or the Work subject to the Certificate of Substantial Completion and AATC is not relieved of any responsibility for the Work.

**8.2. Final Completion of the Agreement and Final Payment.**

**8.2.1. Notice of Final Completion.** Upon satisfaction of all requirements of the Agreement Documents concerning the Work and receipt of all required documentation and of written Notice from AATC that all Work has achieved Final Completion and upon receipt of a Final Application for Payment, City will promptly make a determination of Final Completion of the Agreement. If the Work is acceptable under the Agreement Documents and the Agreement has been fully performed, City will issue a Certificate for Final Payment stating that to the best of its knowledge, information and belief and on the basis of its observations and inspections, the Work has been completed in accordance with the terms and conditions of the Agreement. The Certificate for Final Payment will constitute a representation that all the conditions precedent to AATC's entitlement to Final Payment, as set forth in the Agreement, has been fulfilled. Payment will be made in full within thirty (30) days after the date of the Certificate for Final Payment, provided that the requirements of this Section and all other requirements of the Agreement Documents have been fulfilled.

**8.2.2. Conditions of Final Payment.** Neither the Final Payment nor remaining retainage will be due until the Work is free and clear of all liens and claims of any nature by AATC or any other party arising from the performance of the Work and AATC submits to City:

8.2.2.1. An affidavit that all Contractors, subcontractors, suppliers, vendors, materialmen, or similar Persons, payrolls, bills for materials and equipment and other indebtedness connected with the Work for which City or its property might in any way be responsible, are paid in full or satisfied;

8.2.2.2. The required data to establish payment or satisfaction of all obligations, including receipts, releases and an executed Final Waiver of Liens and Claims by AATC or its Contractors in a form acceptable to City;

8.2.2.3. The "As-Built" documents, operation and maintenance manuals, required certifications and other Project close-out submittals required by the Agreement; and

8.2.2.4. Any other deliverables required by the Agreement Documents.

**8.2.3. Final Payment not Waiver of Claims.** The making of Final Payment does not constitute a waiver of any claim by City against AATC, including those arising from:

- 8.2.3.1. Unsettled liens and claims against City, or its employees, agents, or representatives;
- 8.2.3.2. Faulty defective or non-conforming Work discovered or appearing after Substantial or Final Completion;
- 8.2.3.3. Failure of the Work to comply with the requirements of the Agreement Documents;
- 8.2.3.4. Terms of any warranties contained in or required by the Agreement Documents;
- 8.2.3.5. Damages incurred by City resulting from performance of the Work by AATC, its Contractors, subcontractors, suppliers, materialmen, vendors or other similar Persons or any of their employees, agents or representatives; or
- 8.2.3.6. Fraud or bad faith committed by AATC or any Contractor, subcontractor, supplier, vendor or other similar Person, or any of their employees, agents or representatives.

**8.2.4. Acceptance of Final Payment.** The acceptance of Final Payment by AATC constitutes a waiver of all claims by AATC, except those previously made in writing and in full compliance with all requirements of the Agreement and specifically identified by AATC as unsettled in the Final Application for Payment.

# **EXHIBIT B**

## **DEFINITIONS**

**EXHIBIT B**  
**DEFINITIONS**

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

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

**"AATC Personnel"** means and refers to AATC employees hired and maintained to perform Work hereunder.

**"Maximum Payment Amount"** means the total compensation payable by CITY to AATC for all obligations arising from this Agreement.

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

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

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

confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party

**"Code"** means the Code of Ordinances for City of Atlanta, Georgia, as amended.

**"Contractor"** means the various entities (including Prime Contractors, Contractors and subcontractors) contracted by AATC to provide materials and perform construction for this Project, including the entity's designated representatives, successors, and permitted assigns.

**"CPTC"** means the Central Passenger Terminal Complex (CPTC) which is designated as concourses A, B, C, D, E, F, and T, as well as the Transportation Mall areas at Hartsfield-Jackson Atlanta International Airport.

**"Design Criteria"** means the Hartsfield-Jackson Atlanta International Airport (H-JAIA) Design Guidelines that established criteria and standards for use in designing new Department of Aviation (DOA) and tenant facilities, and for designing renovations of existing DOA and tenant facilities within Airport property.

**"Document Control"** means City of Atlanta (COA) Department of Aviation (DOA) Bureau of Planning and Development (P&D) Document Control (DC) processing unit. AATC must provide DC with all documentation related to the Program and Projects, in accordance with prescribed DOA Planning and Development Policies and Procedures 02-126.

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

**"Jobsite"** means the location where the Services and Systems are to be constructed, installed and implemented and where any related Services are to be performed.

**"Party" or "Parties"** means City and/or AATC.

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

**"Substantial Completion"** defined in Exhibit A.1, 7.1.1.

**"Third Party"** means a Person other than the Parties.

**"Work"** means all Services to be provided by AATC under the terms and conditions of this Agreement, whether self-performed or performed by its Contractors, subcontractors, vendors, and suppliers, including but not limited to, construction bidding, project closeout, contract administration, quality assurance and construction management.

**"Work Product"** means any Work product, creation, material, item or deliverable, documentation or other item created by AATC or AATC Personnel, either solely or jointly with City or Third Parties, for the benefit of City in connection with providing the Work, including all

forms of intellectual property such as inventions, copyrightable materials and/or material protected by patent, trademark and/or other trade secret laws.

**EXHIBIT C**

**AUTHORIZING LEGISLATION**

CITY COUNCIL  
ATLANTA, GEORGIA

A RESOLUTION  
BY TRANSPORTATION COMMITTEE

13-*ℓ*-0456

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE AGREEMENT WITH ATLANTA AIRLINES TERMINAL CORPORATION FOR THE AMERICAN AIRLINES TICKET COUNTER/AIRLINE TICKET OFFICES RELOCATION AND THE CONCOURSE T NORTH GATE OPTIMIZATION PROJECTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR A COST TO THE CITY NOT TO EXCEED \$37,200,000, TO BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City"), as owner and operator of Hartsfield-Jackson Atlanta International Airport ("the Airport"), has entered into certain Lease Agreements dated March 22, 1978, with various airlines ("Contracting Airlines") serving the Airport, which cover the planning, design, development, construction, maintenance and operation of the Central Passenger Terminal Complex ("CPTC") at the Airport; and

WHEREAS, the Contracting Airlines formed Atlanta Airlines Terminal Corporation ("AATC") to manage and operate the jointly leased and common use areas of the CPTC, including mechanical plants, on behalf of the Airlines and the City; and

WHEREAS, the City's Department of Aviation ("DOA") desires to complete two projects (the "Projects") involving the reconfiguration of the Concourse T North apron to add two additional aircraft parking positions; add new loading bridges; add new fuel pits; relocate ticket counters; relocate airline ticket offices to make room for displaced concessions in Concourse T; and related miscellaneous services; and

WHEREAS, the City has determined that it is appropriate for AATC to assume responsibility for the Projects and for the City to reimburse AATC for its costs in an amount not to exceed \$37,200,000.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute a Reimbursable Agreement with AATC for the Projects for a total reimbursable cost in an amount not to exceed \$37,200,000.

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from from PTAE0: 18111302 (Concourse Projects) D0290011 (Concourse T North Optimization) 550591336 (DOA PFC Revenue 96AA) 5414002 (Facilities Other Than Bldgs) and FDOA: 5505 (Airport Passenger Facility Charge Fund) 180201 (DOA Aviation Capital Planning & Development) 5414002 (Facilities Other Than Bldgs) 7563000 (Airport) 111302 (Concourse Projects) 91336 (DOA PFC Revenue 96AA): PTAE0: 18111302 (Concourse Projects) D0290011 (Concourse T North Optimization) 550291249 (DOA R N E 9999) 5414002 (Facilities Other Than Bldgs) and FDOA:

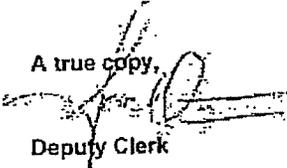
5502 (Airport Renewal & Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5414002 (Facilities Other Than Bldgs) 7563000 (Airport) 111302 (Concourse Projects) 91249 (DOA R N E 9999); and PTAEO: 18111302 (Concourse Projects) D0501030 (American ATO Ticketing Relocation) 550291249 (DOA R N E 9999) 5414002 (Facilities Other Than Bldgs) and FDOA: 5502 (Airport Renewal & Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5414002 (Facilities Other Than Bldgs) 7563000 (Airport) 111302 (Concourse Projects) 91249 (DOA R N E 9999) with final allocation to be determined at contract award.

**BE IT FURTHER RESOLVED**, that AATC is expected to complete all services for the Project within 365 calendar days from the date such services begin.

**BE IT FURTHER RESOLVED**, that the City Attorney is directed to prepare an appropriate agreement for execution by the Mayor.

**BE IT FINALLY RESOLVED**, that the Reimbursable Agreement will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved by the City Attorney as to form and delivered to AATC.

A true copy,

  
Deputy Clerk

ADOPTED by the Atlanta City Council  
APPROVED as per City Charter Section 2-403

MAR 18, 2013  
MAR 27, 2013

13-0456

(Do Not Write Above This Line)

A RESOLUTION BY TRANSPORTATION COMMITTEE  
A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE A REIMBURSABLE AGREEMENT WITH ATLANTA AIRLINES TERMINAL CORPORATION FOR THE AMERICAN AIRLINES TICKET COUNTER AIRLINE TICKET OFFICES RELOCATION AND THE CONCOURSE L NORTH GATE OPTIMIZATION PROJECTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT FOR A COST TO THE CITY NOT TO EXCEED \$37,200,000, TO BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED AND FOR OTHER PURPOSES.

ADOPTED BY

MAR 18 2013

Council

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

Date Referred

Referred to

Date Referred

Referred to

Date Referred

Referred to

Committee  
Date  
Chair  
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Other  
Members  
Refer to

Transportation  
March 13 2013

Chair

Action

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March 13 2013

Chair

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Other

Members

Refer to

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

CERTIFIED

MAR 18 2013

CERTIFIED

MAR 18 2013

MAYOR ACTION

MAR 18 2013

**EXHIBIT D**

**SAFETY AND CITY SECURITY POLICIES**

**EXHIBIT D**  
**SAFETY AND CITY SECURITY POLICIES**

**1. Safety:**

- 1.1. **Safe Operations:** AATC is fully and solely responsible for conducting all operations under this Agreement at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons and damage to property. AATC must continually and diligently inspect all equipment, materials and Work to discover any conditions which might involve such risks and will be solely responsible for discovery and correction of any such conditions.
- 1.2. **Safety and Health Objectives:** AATC must comply with City's Project Safety Objectives. AATC has sole responsibility for implementing its safety and health program and neither City or its City Authorized Representative, will be responsible for supervising the implementation of AATC's safety and health program or have responsibility for the safety of AATC or its lower-tier suppliers' or subcontractors' employees.
- 1.3. **Unsafe Conditions:** AATC's failure to correct an unsafe condition or unsafe act by its personnel after notice will be grounds for:
  - 1.3.1. An order to stop the affected operations until the unsafe condition is corrected; and
  - 1.3.2. If the violation continues, Agreement termination pursuant to the Clause titled "TERMINATION FOR DEFAULT."
- 1.4. **Safety Orders:** AATC must have at the Jobsite, copies of suitable extracts of: *Construction Safety Orders and Tunnel Safety Orders*. AATC must comply with provisions of these and all other applicable safety laws, ordinances and regulations.
- 1.5. **Accident and Injury Records:** AATC must maintain accident, injury and any other records required by Applicable Law and regulations (e.g., OSHA) and must furnish immediate reports, monthly summary of injuries and labor hours lost due to injuries.

**2. Security Policies:**

- 2.1. **General Requirements:** AATC must comply with the Transportation Security Administration (TSA) and City's security requirements for the Airport, as well as all other applicable state, federal and local laws and regulations. AATC must also

undertake reasonable action to establish and maintain secure conditions at any Jobsite for the Project.

- 2.2. **Preventing Unauthorized Access:** AATC must cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. AATC must control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport.
- 2.3. **TSA/Responsibility of Contractor:** In order to comply with the TSA and DOA security requirements, AATC is responsible for informing itself as to current, ongoing and changing requirements and for remaining in compliance with those requirements throughout the term of this Agreement. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA;
- 2.4. **Security Identification Display Area (SIDA):** The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction agreements in the AOA secured area or sterile area of the Airport must display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.
- 2.5. **FBI/CHRC Checks:** To obtain a SIDA badge, each individual must successfully undergo a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which may not reveal any convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two forms of Identification prior to the badging process. A government authority must have issued at least one form of identification and at least one must contain a photograph. AATC is responsible for all fees associated with obtaining a SIDA badge. The current cost for the CHRC is \$60.00 per individual. The current cost for a SIDA badge is \$50.00 per individual. Costs for lost badges are as follows:
  - 2.5.1. A lost badge costs \$200.00 for each replacement badge.
  - 2.5.2. In order to obtain up to date cost changes, for the CHRC and for badging, AATC must contact the DOA Security Division Office at (404) 530-6667 prior to sending individuals to the DOA Security Division Office for badging.

**2.6. Displaying Badges:** AATC's employees and employees of AATC's Contractors and subcontractors of any tier must display a DOA issued badge. All employees must be required to wear this badge at all times while within the secured areas of the Airport.

**2.7. Badging Records and Process:**

- 2.7.1. AATC must maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. AATC must furnish this information to the DOA upon request.
- 2.7.2. The Badging process may begin upon AATC'S receipt of a formal Notice to Proceed (NTP) from City and may take up to fourteen (14) calendar days to complete. Access to secured areas will be denied until such time as AATC has completed the badging process.
- 2.7.3. If applicable, an Administrative NTP may be presented to the DOA Security Division by AATC in order to initiate the badging process for AATC'S employees.
- 2.7.4. The Prime AATC Contractor performing Work for the Project must appoint one of its employees as an Authorized Agent and submit his or her name, on AATC'S letterhead, to the DOA Security Division. The submittal letter must indicate the Project Name, Agreement number, brief Work description and location and duration of the Work. A copy of AATC'S Insurance Certificate must accompany the letter.
- 2.7.5. Once badged, the Authorized Agent will be responsible for the badging process of his/her company employees and any subcontractor employees. The Authorized Agent must also submit letters of sponsorship for subcontractors/sub-contractors indicating the Project name, Agreement number, brief Work description and location and duration of Work.
- 2.7.6. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for the Authorized Agents will last an additional hour for briefing by the DOA Security Division. Authorized Agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security Division Office.
- 2.7.7. Each person applying for a badge must complete and submit all forms required by the DOA Security Division. All required forms will be

provided to the Authorized Agent at the time of the briefing at the DOA Security Division Office.

- 2.7.8. Each person applying for a badge must also submit to fingerprinting when submitting badging forms. Fingerprints will be utilized for a ten (10) year FBI based criminal history records check for each person.
- 2.7.9. Pursuant to TSR § 1542.209, certain felony convictions within the most recent ten (10) year period for a badge applicant may cause disqualification. A list of disqualifying felony convictions is available in the DOA Security Division Office and in the TSR Regulations.
- 2.7.10. The Authorized Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, AATC'S and its Contractor's approved employees may return to the DOA Security Division Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
- 2.7.11. Badges issued to AATC and Contractor employees will expire upon the happening of one (1) of the following events, whichever occurs first:
  - 2.7.11.1. The termination or expiration of this Agreement, or the termination or expiration of Contractor's agreement with AATC;
  - 2.7.11.2. Expiration of Insurance coverage, as indicated on AATC'S or Contractor's Acord Certificate of Insurance;
  - 2.7.11.3. Employee's driver's license expiration date; or
  - 2.7.11.4. two (2) years from the issuance of the badge.
- 2.7.12. AATC and its Contractor's are responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the AAGM and the DOA Security Manager, explaining the reason(s) for the needed badge extension on AATC'S letterhead will be required. The DOA, prior to extension of the badges, must approve extension requests in writing.
- 2.7.13. Questions concerning Airport Security must be directed to (404) 530-6667.

**2.8. Drivers/Ramp Certification/Additional Insurance/Vehicle Requirements:**

- 2.8.1. All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification.
- 2.8.2. A "D" sticker placed on the face of the badge by the DOA Security Division will evidence ramp Certification.
- 2.8.3. City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division.
- 2.8.4. AATC must contact Airport Operations, at (404) 530-6620, during normal business hours, to schedule the training session.
- 2.8.5. All vehicles operating within the AOA must carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).
- 2.8.6. AATC must mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with the Transportation Security Regulations (TSR).
- 2.8.7. All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.

**2.9. Protocols for Contractor Vehicle Escorting: The following will apply to all escorting of vehicles:**

- 2.9.1. All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
- 2.9.2. All escorted personnel will have no Terminal or Concourse access.
- 2.9.3. Escorting is limited to badged prime Contractors approved by the DOA Security Manager to perform escorting duties only. No other Contractors will be allowed to escort any vehicles.
- 2.9.4. Escorting person(s) must have a SIDA badge.
- 2.9.5. Designated badged prime Contractor employees approved for escorting must escort all other Contractor employees to all work sites. Once at the

Work site, badged employees may supervise unbadged employees, not to exceed five (5) non-badged employees per one (1) SIDA badged employee.

2.9.6. All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Contractor's name and project number or name. All escorted personnel must remain under the control of person(s) with a SIDA badge at all times while in the SIDA.

2.9.7. Maximum vehicular escort-one (1) prime Contractor vehicle is permitted to escort two (2) subcontractor vehicles.

2.9.8. All vehicles requiring escort must access and egress the AOA through pre-approved gates. Vehicles requiring escort will not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.

2.9.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, will not exempt the vehicle from the escorting requirements.

2.9.10. In the event an escorted vehicle requires a time limit extension, the vehicle and its original operator, must return to Gate 73 to obtain a time limit extension to complete Work in the AOA secure or sterile area. Time limit extensions may not exceed an additional ten (10) hour period under any circumstances.

2.10. Protocols for Work within sterile area (inside Terminal, Concourses): The following protocols apply to Work in the Airport's sterile area:

2.10.1. All employees must be badged to Work in the sterile area.

2.10.2. If escorting of unbadged employees is required, an approved sponsor agency (DOA, AATC, HACM, HCM etc.) must perform the escort full time.

2.11. **Visual Aids:** In the event of the possibility of contact with the AOA or secured area, AATC must establish a system of visual aids for marking and delineating the limits of required clearance adjacent to active runways, taxiways and NAVAIDS during both day and night time Work, subject to City's approval prior to the start of any Work under this Agreement. The approved system of marking and delineating must be installed, maintained and protected at all times.

2.12. **Tools and Materials:**

2.12.1. AATC must Create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS) and AOA.

2.12.2. All tools and materials must be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the Airport. AATC and/or its Contractors, prior to mobilization, must obtain storage site designations by contacting the DOA Properties Division at (404) 382-2945 x154. Change requests for storage site designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division.

2.12.3. All job-specific or unusual tools and/or materials must be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA.

2.12.4. All vehicles are subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport.

2.13. **Dumpsters:**

2.13.1. AATC and its Contractors will be allowed no more than one (1) open dumpster per Agreement Work area. All other job-site dumpsters must remain securely covered and fastened at all times.

2.13.2. No dumpster will be permitted in the Terminal area for any reason.

2.13.3. Dump trucks must access and egress the AOA through pre-approved gates.

2.13.4. Trash must be removed daily. AATC is responsible for trash removal from dumpsters within the AOA. AATC must clear debris on a daily basis not later than the end of shift.

2.14. **Terminal/Curbside:**

2.14.1. A maximum of two (2) AATC vehicles or two (2) Contractor vehicles may be permitted in a Work area at any given time, subject to the approval of the Atlanta Police Department and the DOA Security Division. In the event one (1) AATC vehicle is present, no more than one (1) Contractor vehicle may be present at the same time and vice versa.

2.14.2. Debris removal may be allowed from curbside with special permission from the DOA Security Division.

2.14.3. When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.

2.14.4. Areas surrounding vehicles accessing curbsides must be kept clean at all times.

2.14.5. For purposes of obtaining Terminal or Curbside access, the APD Airport Section must be contacted by dialing (404) 530-6630, twenty-four (24) hours in advance of the desired access time.

2.15. **Staging Areas:** AATC'S Construction staging area must be identified on the plans.

2.16. **Federal Inspection Service Areas:**

2.16.1. For any Work conducted within Federal Inspection Service (FIS) areas, AATC must submit FIS Authorization requests to the U.S. Customs Service (404) 765-2303. The request must detail the names of employees, description and area of Work, Work schedule and any other relevant information to the DOA Security Division.

2.16.2. AATC is responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required if one (1) or more U.S. Customs Agent(s) are present at the Work site at all times.

2.17. **Security Checkpoints:**

2.17.1. AATC and Contractors maintain awareness among all employees and at all times that all Security Checkpoints are not under Federal jurisdiction rather than privately contracted Security agents. In general, Contractors will not be allowed to carry tools and construction materials through the passenger security screening points.

2.17.2. Questions regarding Federal Security Checkpoints must be directed to (404) 763-7437 or (404) 530-2150.

**EXHIBIT E**

**DISPUTE RESOLUTION PROCEDURES**

**EXHIBIT E**  
**DISPUTE RESOLUTION PROCEDURES**

1. If AATC contends it is entitled to compensation or any other relief from City or if there are any disagreements over the scope of Work or proposed changes to the Work, AATC must, without delay and within three (3) days of being aware of the circumstances giving rise to AATC's claim, provides written notice of its claim to City. If AATC fails to give timely notice as required by this subsection or if AATC commences any alleged additional Work without first providing notice, AATC is not entitled to compensation or adjustment for any such Work to the extent timely notice was not provided. Such notice must include sufficient information to advise City of the circumstances giving rise to the claim, the specific contractual adjustment of relief requested and the basis for such request. Within ten (10) days of the date that AATC's written notice to City is required under this subsection, AATC must submit a Proposed Change Document relating to the claim meeting the requirements of Subsection 5.3.2 of this Agreement.

2. The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements. If disputes or disagreements do arise, AATC and City each commit to resolving such disputes or disagreements in an amicable, professional and expeditious manner so as to avoid unnecessary losses, delays and disruptions to the Work.

3. If a dispute or disagreement cannot be resolved informally AATC Authorized Representative and City Authorized Representative, upon the request of either party, must meet as soon as conveniently possible, but in no case later than thirty (30) days after such a request is made, to attempt to resolve such dispute or disagreement. Prior to any meetings between the Authorized Representatives, the parties will exchange relevant information that will assist the parties in resolving their dispute or disagreement.

4. If City and AATC are still unable to resolve their dispute, each agrees to consider submitting such dispute to mediation or other acceptable form of alternate dispute resolution.

**EXHIBIT F**

**CENTRAL PASSENGER TERMINAL  
COMPLEX (CPTC) WORK RULES**

## EXHIBIT F

### WORK IN THE CENTRAL PASSENGER TERMINAL COMPLEX (CPTC) WORK RULES

**1. General.** The Central Passenger Terminal Complex (CPTC) is designated as concourses A, B, C, D, E, F, and T, as well as the Transportation Mall areas at Hartsfield-Jackson Atlanta International Airport. The requirements contained in this Exhibit F are specific to Work in and around the CPTC and is intended to supplement all other provisions in the Agreement Documents that apply to Work on the project.

#### **2. Work Hours.**

- 2.1 Work in and around public areas or Work that will have an impact on the traveling public (e.g., electrical, HVAC, plumbing) or impact traffic patterns in the CPTC shall be scheduled at night. Hours of Work at night will normally be between 11:00 pm to 5:30 am the next morning. The City, by written notice to the AATC, may alter these standard night Work hours.
- 2.2 Work in non-public areas that will not have an impact on passengers in the CPTC may be performed day or night with the written concurrence of the City.
- 2.3 Weekend Work is permitted when scheduled and properly coordinated through the City and applicable agencies as directed by the City, subject to any scheduling requirements set forth in this Section.
- 2.4 Movement of equipment, material, furniture, and trash must be properly scheduled with the City to avoid impacts to Airport Operations.
- 2.5 There will be times when the AATC's Work will be temporarily delayed or suspended to facilitate longer than planned passenger gate or area operations. The AATC should, when possible, plan for and perform alternate activities to avoid project delays. Failure to have an alternative Work plan and/or to implement that Work plan is not cause for delay claims to the City, which claims will be deemed without merit and to the account of AATC.

#### **3. Contractor Responsibilities.**

- 3.1 Open top dumpsters will be coordinated with the City, to include placement.
- 3.2 No dumpster shall be permitted inside a Terminal for any reason.
- 3.3 The Contractor shall remove trash from dumpsters within the AOA and shall clear debris on a daily basis not later than the end of each shift.
- 3.4 Dump trucks shall access and egress the AOA through pre-approved gates.

**3.5 The AATC shall provide all required area lighting, task specific**

lighting, temporary power, compressed air, water and other incidentals all storage trailers, employee break facilities, and electrical power required for its Work or its employees or subcontractors, except when directed by the City to use existing services.

**3.6** The AATC shall provide all equipment and material to perform its Work, to include, but not be limited to ladders, lifts, pumps, hoists, man lifts, scaffold, buggies and cranes. No equipment support will be provided by the City.

**3.7** The AATC shall coordinate with the City any coring of any floors or walls in the CPTC. The City may require x-ray of the floor area before coring to verify the location of critical structural embeds or utilities.

**3.8** The AATC shall coordinate with the City in advance of any Work requiring connections with existing fire alarm, fire suppression systems, elevators, electrical panels, mechanical systems, plumbing, Information Technology systems, sanitary lines, sewer lines, storm drains, etc.

**4. Work Areas.**

**4.1** No trash from food or drink is to be littered about the Jobsite. An area designated for break and lunch shall be kept clean and free from trash by the AATC. No Work break or lunch break will be permitted in the building pad area. AATC shall clean up and legally dispose of all construction and food debris off the Jobsite and shall specifically designate sufficient personnel dedicated at certain times for this purpose. AATC shall not utilize the Airport facilities: smoke rooms, eating areas, rest rooms, break areas, holdrooms, and most of all public critical areas, unless agreed to by the City.

**5. Sectioned-Off Areas.**

**5.1** AATC shall provide sufficient floor to ceiling barricade of Work areas that completely blocks the area from view to protect the public. The AATC shall provide a barricade plan showing materials to be used, painting of plywood or gypsum board, signage (as needed), etc. per Contract specifications prior to commencing work.

**6. Safety.**

**6.1** AATC shall monitor air quality to prevent dust and other airborne contaminants from getting in to the public area, and maintain the air quality at a level acceptable to the City. All methods for controlling dust and other airborne contaminants shall be subject to the City's approval. Failure to properly control

dust and other airborne contaminants or to respond to any request to do so will result in construction activities being stopped, which suspension shall not be grounds for any request for additional time or compensation to complete the Project.

- 6.2 AATC shall maintain proper noise discipline during the day and at night to minimize the impact of the Work on passengers and other users of the CPTC. Depending on the nature and location of the Work, a noise mitigation or abatement plan may be required.

## **7. Vehicles, Tools, Materials**

- 7.1 Delivery of materials shall be coordinated with and authorized by the City. AATC shall coordinate and seek the approval of the City for a delivery at least one week in advance of the delivery and confirm the delivery 24 hours prior to delivery.

## **8. Terminal/Curbside.**

- 8.1 The Contractor (including its subcontractors) is/are limited to a total maximum of two (2) vehicles in a Work area at any given time, subject to the approval of the Atlanta Police Department and DOA Security.
- 8.2 Debris removal may be allowed from curbside with special permission by DOA Security.
- 8.3 When parked at curbside, at least one (1) badged employee must remain with a vehicle at all times. Vehicles must be removed as expeditiously as possible.
- 8.4 Areas surrounding any vehicle accessing a curbside must be kept clean at all times.
- 8.5 For purposes of obtaining terminal or curbside access, the Atlanta Police Department Airport Section shall be contacted by dialing (404) 530-6630; 24 hours in advance of the desired access time.

## **9. Federal Inspection Service Areas ("FIS").**

- 9.1 For any or all Work conducted within the FIS, AATC shall submit FIS Authorization requests to the U.S. Customs Service (404) 765-2303. The request shall detail the names of employees, description and area of Work, Work schedule, and any other relevant information.
- 9.2 Contractor shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required if one (1) or more U.S. Customs Agent(s) are present at the Jobsite at all times.

**10. Security Checkpoints.**

- 10.1 AATC and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted security agents. In general, CONTRACTOR will not be allowed to carry tools and construction materials through the passenger security screening points.
- 10.2 Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

**11. Notice to Owner / Operators.**

- 11.1 Prior to commencing Work in the general vicinity of an existing utility service or facility, AATC shall notify each owner/operator in writing of activities that might affect its interests. If, in the AATC's opinion, the owner / operators assistance is needed to locate the utility service or facility or the presence of a representative of the owner/operator is desirable to observe the Work, such advice should be included in the notification. AATC shall furnish a copy of such written notice to the City.
- 11.2 All personnel requiring access to any CPTC ceiling system must coordinate access with the AATC Engineering Department prior to accessing the ceiling.
- 11.3 Unauthorized access or access by untrained individuals to any CPTC ceiling system will result in the manufacturer's recertification of the ceiling system in question and the AATC shall be responsible for all costs associated with the recertification. Any action, with or without authorized access to any CPTC ceiling system, that affects the manufacturer's warranties will result in a requirement to obtain recertification of the ceiling system in question, and the AATC shall be responsible for all costs associated with the recertification.
- 11.4 The City reserves the right to remove individual or company ceiling access authorization, SIDA security access authorization or project Work authorization based on the severity, repeat nature or other concerns caused by AATC.

**11.5 Access Information.**

**11.5.1 Ceiling Access Training**

The Main Terminal Ceiling System requires training prior to access. Listed below is the schedule.

**Main Terminal Ceiling System Training - *By Request Only***

Conducted by: LINC Services (formerly ABS Maintenance)

Date: 2<sup>nd</sup> and 4<sup>th</sup> Thursdays of every month (Early AM)

Time: 12:01 am-1:00 am

Location: LINC Services shop area-Lower Level North Terminal

Phone: (404) 530-2500

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**Ceiling Access Request Form**

Concourses T-E and APM Mall Ceiling Systems do not require training, however, notification prior to access is required. CONTRACTOR may utilize the existing AATC Utility Service Request Form and forward IT to the AATC Engineering Department by fax (404) 530-2106 or email at [engineering@aatc.org](mailto:engineering@aatc.org).

**APPENDIX A**

**GOOD FAITH OUTREACH EFFORTS**

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APPENDIX A

GOOD FAITH OUTREACH EFFORTS

It is the policy of the City to promote full and equal business opportunity for all persons doing business with the City. The City has instituted an Equal Business Opportunity Program ("EBO Program") to reinforce and support outreach efforts to open contracting opportunities to all businesses regardless of race, gender or ethnicity. Additionally, the EBO Program serves to reduce the economic disadvantages suffered by African American, Hispanic, and Female owned businesses that result from discrimination based on race, gender and ethnicity. The EBO program ensures that the City is not a passive participant in ongoing private sector discrimination. Lastly, the EBO Program promotes equal opportunity for all businesses in Atlanta so that equal business opportunity will become institutionalized in the Atlanta marketplace. In support of such efforts, AATC agrees that it will utilize good faith efforts, as well as encourage all its Contractors, to provide outreach to Minority and Female owned businesses and engage them in contracts where possible. AATC will provide monthly written reports delineating minority participation on the project, to both the City's Office of Contract Compliance and the City's Designated Representative.

**APPENDIX B**

**INSURANCE AND BONDING  
REQUIREMENTS**

**CHARTIS AEROSPACE INSURANCE SERVICES, INC.**

**CERTIFICATE OF COMMERCIAL LIABILITY INSURANCE**

This certificate is issued for informational purposes only. It certifies that the policies listed in this document have been issued to the Named Insured. It does not grant any rights to any party nor can it be used, in any way, to modify coverage provided by such policies. Alteration of this certificate does not change the terms, exclusions or conditions of such policies. Coverage is subject to the provisions of the policies, including any exclusions or conditions, regardless of the provisions of any other contract, such as between the certificate holder and the Named Insured. The limits shown below are the limits provided at the policy inception. Subsequent paid claims may reduce these limits.

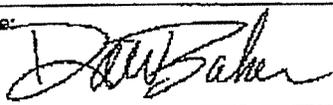
<b>Producer:</b> RESURGENS RISK MANAGEMENT/WILLIS OF GEORGIA A JV PARTNERSHIP; 1201 PEACHTREE ST.; 400 COLONY SQ.; STE. 1730; ATLANTA, GA 30361	<b>Named Insured:</b> CITY OF ATLANTA  P.O. BOX 20509 ATLANTA, GA 30320
--	---

General Liability		
Insurer Name: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA		
Policy Number: AP 045829130-51		
Policy Effective Date: September 1, 2012		Policy Expiration Date: September 1, 2013
Limits of Insurance	\$ AS ENDORSED	Each Occurrence Limit
	\$ 1,000,000.	Damage To Premises Rented To You Limit (any one premises)
	\$ 5,000.	Medical Expense Limit (any one person)
	\$ 50,000,000.	Personal & Advertising Injury Aggregate Limit
	\$ NOT APPLICABLE	General Aggregate Limit.
	\$ AS ENDORSED	Products/Completed Operations Aggregate Limit
		Hangarkeepers Limit
	\$ AS ENDORSED	Each Aircraft Limit
	\$ AS ENDORSED	Each Loss Limit
\$ AS ENDORSED	Hangarkeepers Deductible (each aircraft)	
General Aggregate Limit applies per: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Location		

Description of Operations/Locations/Endorsements/Special Provisions

Additional Insured Status
THIS CERTIFICATE DOES NOT GRANT ANY COVERAGE OR RIGHTS TO THE CERTIFICATE HOLDER. IF THIS CERTIFICATE INDICATES THAT THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED, THE POLICY(IES) MUST EITHER BE ENDORSED OR CONTAIN SPECIFIC LANGUAGE PROVIDING THE CERTIFICATE HOLDER WITH ADDITIONAL INSURED STATUS. THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ONLY TO THE EXTENT INDICATED IN SUCH POLICY LANGUAGE OR ENDORSEMENT.

Cancellation
In the event of cancellation of any policy described above, the Insurer will attempt to mail _____ days written notice to the certificate holder prior to the effective date of cancellation. However, failure to do so will not impose duty or liability upon the insurer, its agents or representatives, nor will it delay cancellation.

Certificate Holder: WHOM IT MAY CONCERN	Certificate No. <u>1</u>
Authorized Representative: 	<u>December 7, 2012</u> LW Date of Issue

CGL309 (3/05)

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## AMENDMENT OF LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

**SOLELY WITH RESPECT TO ATLANTA AIRLINES TERMINAL CORPORATION**

### COMMERCIAL GENERAL LIABILITY COVERAGE FORM

#### SCHEDULE

	Limits of Insurance
General Aggregate Limit	\$ <u>NOT APPLICABLE</u>
Products/Completed Operations Aggregate Limit	\$ \$ <u>100,000,000.</u>
"Personal and Advertising Injury" Aggregate Limit	\$ <u>50,000,000.</u>
Each "Occurrence" Limit	\$ \$ <u>100,000,000.</u>
Damage To Premises Rented To You Limit	\$ <u>1,000,000.</u> Any one Premises
Medical Expense Limit	\$ <u>5,000.</u> Any one person
Hangerkeeper's Liability Coverage	
Each "Aircraft" Limit	\$ <u>100,000,000.</u>
Each "Loss" Limit	\$ <u>100,000,000.</u>
Hangarkeeper's Deductible	\$ <u>AS ENDORSED</u> Each "aircraft"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

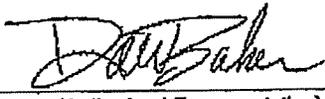
The limits of insurance shown in the Declarations are replaced by the limits designated in the Schedule or in the Declarations as subject to this endorsement with respect to which an entry is made.

All other provisions of this policy remain the same.

This endorsement becomes effective September 1, 2012 to be attached to and hereby made a part of Policy No. AP 045829130-51 issued to CITY OF ATLANTA, DEPARTMENT OF AVIATION; HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; ET AL By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

Endorsement No. 2

Date of Issue August 20, 2012     TJP

By  (Authorized Representative)

CGL471 (3/05)

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CARRIER NUMBER 38857	NAMED INSURED ATLANTA AIRLINES TERMINAL CORP	POLICY NO. WC 6169966	POLICY TERM 10/01/2012 to 10/01/2013	AGENT NO. <b>0100103</b>
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Monthly Agency Account	A010010300 001 00001	AGENT	TANNER, BALLEW AND MALOOF INC 5775 GLENRIDGE DR BDG B ST 400 ATLANTA, GA 30328 (404 ) 252-8860 <u>0100103 /00/</u>
PAYMENT PLAN NOTICE TO FOLLOW			
THANK YOU FOR LETTING US SERVE YOU!			

**Information Page - Renewal Declaration for WC 6169966**

Attach this document  
to your policy  
ISSUE DATE 09/04/2012

INSURER: Ansur America

**ITEM 1. Named Insured**

ATLANTA AIRLINES TERMINAL CORP  
PO BOX 45170  
ATLANTA, GA 30320

ENTITY OF INSURED	Corporation
FEDERAL EMPLOYER I.D.	**_***2434
AUDIT FREQUENCY	Annual
FILING NUMBER	GA-100491710

**ITEM 2. Policy Period**

10/01/2012 to 10/01/2013 12:01 a.m. Standard Time at the address of the insured as stated herein.

**ITEM 3A. Workers' Compensation Insurance**

Part One of the policy applies to the Workers' Compensation Law of the states listed here:  
GEORGIA

**ITEM 3B. Employer's Liability Insurance**

Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	500,000	each accident
Bodily Injury by Disease	\$	500,000	each employee
Bodily Injury by Disease	\$	500,000	policy limit

**ITEM 3C. Other States Insurance**

Part Three of the policy applies to the states, if any, listed here: All states except North Dakota, Ohio, Washington, Wyoming, and states designated in item 3A of the Declarations.

**ITEM 3D. Endorsements and Schedules**

See attached schedule for a list of endorsements and schedules forming part of this policy.

**ITEM 4. Classification of Operations \***

The premium for this policy will be determined by our manual of rules, classifications, rates, and rating plans. All information required below is subject to verification and change by audit.

SEE THE FOLLOWING ITEM 4 SCHEDULE	EST ANN
Premium Discount	PREMIUM
Expense Constant	\$48,064
TOTAL ESTIMATED ANNUAL PREMIUM	\$-4,343
Minimum Premium	\$230
	\$43,951
	\$952

\*Entries in this item, except as specifically provided elsewhere in this policy, do not modify any of the other provisions of this policy.

WC 0080 351608



# CERTIFICATE OF LIABILITY INSURANCE

ATLAIR-02

JCORNISH

DATE (MM/DD/YYYY)  
7/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Tanner, Ballew and Maloof, Inc. Suite B-400 5775 Glenridge Dr. NE Atlanta, GA 30328	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (404) 252-8860	FAX (A/C, No): (404) 252-8834
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> Atlanta Airlines Terminal Corp Robin Sanford P.O. Box 45170 Atlanta, GA 30320	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Frankenmuth Mutual Insurance Co	
	<b>INSURER B:</b> Continental Casualty Company	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		<b>NAIC #</b> 20443C

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPI/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA6169966	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WC6169966	10/1/2012	10/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Directors & Officers			267872815	5/11/2013	5/11/2014	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Atlanta Airlines Terminal Corp  
 P.O. Box 45170  
 Atlanta, GA 30320

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## APPENDIX B

### INSURANCE AND BONDING REQUIREMENTS

1. **City's Liabilities:** AATC releases and must indemnify, defend and hold harmless City, its elected officials, agents, employees, authorized representatives, successors and assigns from and against any suits, actions, legal or administrative proceedings, claims, debts, demands, damages, liabilities, injuries, obligations, losses, judgments, charges, interest, attorneys' fees, costs, causes of action of every character, whether in law or equity and expenses of every nature, whether arising before or after the completion of the Project and the expiration or termination of this Agreement and in any manner directly or indirectly caused, occasioned, or contributed to, in whole or in part, or claimed to be caused occasioned, or contributed to, in whole or in part, by reason of any act, omission, fault or negligence, whether active or passive, of AATC, its officers, employees, agents, representatives, subcontractors, or of anyone acting under its direction or control or on its behalf in connection with or incidental to this Agreement.
2. **Contracts/Subcontracts:** AATC must incorporate into all contracts/subcontracts it executes for the performance of Work under this Agreement the foregoing indemnification provisions inuring to the benefit of City.
3. **Negligence and Waiver:**
  - 3.1. AATC'S (and its Contractors/subcontractor's) release, indemnity and hold harmless obligations that will apply even in the event of the fault or negligence, whether active or passive, or strict liability of the parties released, indemnified or held harmless to the fullest extent permitted by law, but in no event will they apply to liability caused by the willful misconduct or sole negligence of the party released, indemnified, or held harmless.
  - 3.2. AATC (and its Contractors/subcontractors) specifically waive any immunity provided against the release, indemnity and hold harmless obligations in this Agreement (or applicable subcontract) by an industrial insurance or workers' compensation statute.
  - 3.3. AATC (and its Contractors/subcontractors) further agree that this agreement to indemnify, defend and hold harmless the parties released is not limited to terms of the insurance, if any, required under this Agreement.
4. **Insurance and Bonding Requirements:**
  - 4.1. **General Preamble:** The following general requirements apply to all Work under this Agreement. Compliance is required by AATC and all Contractors/subcontractors of any tier. Insurance/Bonding requirements are based on information received as of date of Agreement execution. City reserves

the right to adjust or waive any or all requirements based on receipt of additional information pertinent to this Agreement.

4.2. **Evidence of Insurance Required Before Work Begins:** AATC and all Contractors/subcontractors may not commence any Work of any kind under this Agreement until all Insurance and Bond requirements contained in this Agreement have been complied with as outlined below and until evidence of such compliance satisfactory to City as to form and content has been provided to City. The Acord Certificate of Insurance or a pre-approved substitute is the required form in all cases where reference is made to a Certificate of Insurance or an approved substitute.

4.3. **Minimum Financial Security Requirements:**

4.3.1. All companies providing Insurance required by this Agreement must meet certain minimum financial security requirements set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide: Property-Casualty. The ratings for each company must be indicated on the Acord Certificate of Insurance Form.

4.3.2. For all Agreements, regardless of size, companies providing Insurance or Bonds under this Agreement must have a current:

4.3.2.1. Best Rating not less than A- and current.

4.3.2.2. Best's Financial Size Category not less than Class IX.

4.3.2.3. Companies must be authorized to conduct and transact Insurance agreements by the Insurance Commissioner, State of Georgia.

4.3.2.4. All Bid Performance and Payment Bonds must be a U.S. Treasury Circular 570 listed company.

4.3.3. If the issuing company does not meet these minimum requirements, or for any other reason becomes unsatisfactory to City, City will mail notification to AATC who must promptly obtain a new Insurance policy or Bond issued by an Insurer acceptable to City and must submit evidence of the compliance to City.

4.3.4. Upon failure of AATC to furnish, deliver and maintain such Insurance or Bonds as required by this Agreement, it, at the election of City, may be declared forthwith suspended, discontinued or terminated. Failure of AATC to take out and/or to maintain any required Insurance or Bonds will

not relieve AATC from any liability under the Agreement, nor will these requirements be construed to conflict with the obligation of AATC concerning indemnification.

- 4.4. **Insurance Required for Duration of Agreement:** All Insurance Bonds required by this Agreement must be maintained during the entire length of this Agreement, including any renewals and until all Work has been completed to the satisfaction of City. City will have the right to inquire into the adequacy of the Insurance coverages set forth in this Agreement and to negotiate such adjustments as reasonably appear necessary.
- 4.5. **Mandatory Thirty (30) Day Notice of Cancellation or Material Change:** City will, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any Insurance or Bond required by this Agreement. Non-payment of premium requires ten (10) days notice of cancellation. Confirmation of mandatory thirty (30) days and ten (10) days notices of cancellation must appear on the Acord Certificate of Insurance and on all Bonds and Insurance policies required by this Agreement.
- 4.6. **City as Additional Insured:** City must be covered as Additional Insured under all Insurance required by this Agreement and such Insurance must be primary with respect to the Additional Named Insured. Confirmation of this must appear on the Acord Certificate of Insurance and on all applicable Bonds and Insurance policies. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance.
- 4.7. **Mandatory Subcontractor Compliance:** AATC must incorporate a copy of all Insurance and Bond and Hold Harmless requirements contained in the Agreement Documents in every Agreement with every subcontractor of any tier and must require every subcontractor of any tier to comply with all such requirements. AATC agrees that, if for any reason, any Contractor/subcontractor fails to procure and maintain Insurance and Bonds as required, all such required Insurance and Bonds must be procured and maintained by AATC at AATC'S expense.
- 4.8. **Authorization and Licensing of Agent:**
- 4.8.1. Every agent acting as authorized representative on behalf of a Company affording coverage under this Agreement must warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the Companies for the agent to bind coverage as required and to execute the Acord Certificate of Insurance as evidence of such coverage. City coverage requirements may be broader than the original

policies, these requirements have been conveyed to the Companies, which acknowledge and assent to these terms and conditions.

4.8.2. In addition, every agent must warrant when signing the Acord Certificate of Insurance that the agent is licensed to do business in the State of Georgia and that the Company or Companies are currently in good standing in the State of Georgia.

**4.9. Insurance:**

4.9.1. **Workers' Compensation and Employer's Liability Insurance:** AATC must cause its Contractor /subcontractor to procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits, such Insurance to cover every employee who is or may be engaged in Work under the Agreement:

4.9.1.1. Workers' Compensation.....Statutory

4.9.1.2. Employer's Liability:

4.9.1.2.1. Bodily Injury by Accident/Disease.....\$100,000 each accident;

4.9.1.2.2. Bodily Injury by Accident/Disease.....\$100,000 each employee; and

4.9.1.2.3. Bodily Injury by Accident/Disease.....\$500,000 policy limit.

4.9.2. **General Liability Insurance:** AATC must cause their Contractor/subcontractor to procure and maintain General Liability Insurance in an amount not less than \$5,000,000.00. Bodily Injury and Property Damage combined single limit. The following specific extensions of coverage must be provided and must be indicated on the Acord Certificate of Insurance:

4.9.2.1. Comprehensive Form;

4.9.2.2. Contractual Insurance (Blanket or specific applicable to this Agreement);

4.9.2.3. Personal Injury;

4.9.2.4. Broad Form Property Damage;

4.9.2.5. Premises-Operations; and

4.9.2.6. Complete Operations.

4.9.3. **Automobile Liability Insurance:**

4.9.3.1. AATC must cause their Contractor/subcontractor to procure and maintain Automobile Liability Insurance with not less than

\$10,000,000 Bodily Injury and Property Damage combined single limit. The following extensions of coverage must be provided and must be indicated on the Acord Certificate of Insurance:

4.9.3.1.1. Comprehensive Form; and

4.9.3.1.2. Owned, Hired, Leased and Non-owned vehicles to be covered.

4.9.3.2. In the event AATC or its Contractors/subcontractors do not own any automobiles in the corporate name, or non-owned vehicle coverage will apply and must be endorsed on either respective company personal automobile policy or the Commercial General Liability coverage required under this Agreement.

4.10. **Claims:** AATC must, on a monthly basis, furnish City with notice of all claims it receives and must keep City informed as to the status of each claim.

4.11. **Performance and Payment Bond:**

4.11.1. AATC must cause their Contractor/subcontractor to furnish a Performance Bond and a Payment Bond ("Bonds"), each in penal sum of the Maximum Payment Amount, as security for the faithful performance of this Agreement including, maintenance and guarantee provisions, covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance of the Agreement, the payment of all bills and obligations arising out of the performance of the Agreement, which bills and obligations might or would in any manner become a claim against City and guaranteeing the Work included in the Agreement. The Bonds must be in a form satisfactory to City. If AATC provides the Bonds, they must be provided to City contemporaneously with AATC'S provision to City of the Agreement executed by AATC, in addition AATC must name City as an Obligee. If AATC'S Contractor provides the Bonds, they must be provided to City within twenty (20) days after AATC receives written approval from the AAGM of the Shortlist Firm to which an Agreement will be awarded by AATC and the Agreement must name AATC and City as Co-Obligees.

4.11.2. Bonds issued under this Agreement must be for the entire term of the Agreement, including any renewal terms. Any Payment Bond and Performance Bond issued under this Agreement must contain language pursuant to which the surety agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed under it will in any way affect the

surety's obligation under the Bonds and that notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work is waived by the surety.

4.11.3. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia and listed in the latest issue of U.S. Treasury Circular 570 must execute the Bonds.

4.11.4. An agent of the Surety residing in the State of Georgia must execute the Bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

4.11.5. If at any time after the execution of the Agreement, City considers the Surety on the Bonds unsatisfactory, City will have the right to require new Bonds with a surety satisfactory to City, within ten (10) days after notice to AATC that the Surety on the Bonds is unsatisfactory to City. In default thereof, Agreement may be suspended and all payment of monies due AATC withheld.

**APPENDIX C**

**AATC STANDARD OPERATING  
PROCEDURES**

**APPENDIX C**

**AATC STANDARD OPERATING PROCEDURES**

**STANDARD OPERATING PROCEDURES**

**DEPARTMENT OF AVIATION (DOA)**

**DEPARTMENT OF PROCUREMENT (DOP) INTERACTION**

**ATLANTA AIRLINES TERMINAL CORPORTAION (AATC) MAINTENANCE PROJECTS  
ON BEHALF OF DOA PLANNING AND DEVELOPMENT**

**Definitions:** As used in this Standard Operating Procedure (SOP) the following definitions will apply:

Formal Bid opportunity – an open competition public invitation to bid published in electronic and/or print media identifying opportunities for vendors, suppliers, Contractors and materials men to provide goods and services to AATC.

Informal Bid opportunity – a competition limited solicitation for vendors, suppliers, Contractors and materials men to provide goods and services to AATC. Informal Bid opportunities must seek a minimum of three bids from qualified firms. AATC will submit the proposed firms and their qualifications to the DOA for review and approval prior to initiating the Informal Bid opportunity.

**General SOP's:**

This Standard Operating Procedure (SOP) establishes the guidelines for coordination and information exchange between DOA and DOP regarding AATC maintenance projects and are as follows:

1. All communication and coordination regarding AATC maintenance projects will occur begin between DOA and DOP.
2. The Assistant Aviation General Manager ("AAGM") Bureau of Planning and Development ("P & D") has the overall responsibility with regards to any AATC maintenance project on behalf of DOA and his designated representative for the exchange of information to City of Atlanta (DOP, Office of Contract Compliance, Risk Management) is the Manager of Contracts except as noted under "DOA will 7." below. DOA will provide DOP information regarding AATC Contracts as outlined below.
3. AATC maintenance projects will not normally be enrolled in the Owners Controlled Insurance Program.

4. It is important to understand that AATC's relationship with City of Atlanta ("City") is governed by City's CPTC Lease and the applicable Reimbursable Agreement executed between it and City. AATC, as a private business entity, is not legally required to comply with City of Atlanta Code requirements set forth in the Ordinances governing the local bidder preference program, Equal Business Opportunity, Joint Ventures on projects over \$5 million, etc. Despite this, AATC, depending on the nature of the project, has agreed with City that its applicable Reimbursable Agreement may include provisions that require it to utilize good faith outreach efforts and endeavor to achieve significant Equal Business Opportunity and Joint Venture participation on the maintenance project that is the subject of the Reimbursable Agreement. The imposition of these requirements, if any, will be made on a project by project basis during consultation with DOA, DOP, the Office of Contract Compliance and the Law Department.

**DOA will:**

1. Serve as the single central point of contact for communications and information needing to be exchanged between AATC, DOA and DOP/OCC/Risk Management.
2. Prior to the submission of legislation authorizing the execution of a Reimbursable Agreement with AATC, DOA will provide DOP with a Project Book. The Contracts Manager, in concert with the appropriate Project Manager, will ensure that, at a minimum, the Project Book contains the scope of services, justification and work trade breakdowns as a percentage of the work and any special circumstances associated with the project.
3. Issue formal Notice to Proceed instructions to AATC to proceed with the scope of services contained in the Reimbursable Agreement.
4. Provide DOP information regarding AATC procurement activities, including method of procurement (Formal Bid opportunity or Informal Bid opportunity.), procurement schedule and two (2) copies of each procurement package to be placed in the DOP Plan Room for formal bid opportunities as well as 1 copy of the procurement package for informal bid opportunities.
5. Attend pre-bid meetings and bid opening sessions at its discretion.
6. Review AATC award recommendations and provide approval or disapproval, with justification, within three two (2) business days of receipt of AATC's recommendation.
7. Through the DOA supplier diversity group, report the utilization of minority and disadvantaged business participation on AATC maintenance projects originated through P & D.

8. Secure from AATC and provide to DOP Risk Management copies of AATC's Contractor's Insurance Certificates and executed Security and Immigration Affidavits.
9. Annually review with Risk Management the insurance requirements for AATC maintenance projects.
10. Not produce solicitation documents for AATC maintenance projects which contain emblems, seals, officials' names, etc. that would imply the procurement is being conducted directly by City. Design drawings in support of an AATC solicitation produced by architectural and/or engineering firms directly under contract with City will contain title block information, as required by DOA design guidelines.

**DOP will:**

1. Assist in the publication of available AATC Bid opportunities through City of Atlanta Web site and plan room, when appropriate for the particular project at issue.
2. Serve as the focal point for coordination and communication with appropriate City offices, including the Mayor's Office of Contract Compliance and Risk Management.
3. Upon receipt and review of a Project Book, provide the DOA with the availability of certified minority and female firms for the trade categories. This information is provided to the DOA simply as a baseline to assist the DOA and AATC in achieving significant Equal Business Opportunity participation on applicable projects.
4. Attend pre-bid meetings and bid opening sessions at its discretion.

**AATC will:**

1. Advise DOA of its procurement plan for all maintenance projects prior to publishing solicitation documents. AATC will endeavor to procure goods and services associated with P & D Reimbursable Agreements through a Formal Bid opportunity process.
2. The procurement plan will include whether the project will be procured through a Formal Bid opportunity or an Informal Bid opportunity. If the project will be bid in the informal manner AATC will provide supporting justification and identify the firms who will participate in the informal process. AATC must submit their recommended procurement method to the AAGM for review and approval prior to proceeding with the solicitation process.
3. Upon AAGM approval of the procurement method, AATC must provide the DOA two (2) copies of the solicitation documents at least two (2) business days prior to issuance of the Formal or Informal bid process.

4. Not publicize solicitation documents which contain emblems, seals, officials' names, etc. that would imply the procurement is being conducted directly by City.
5. Conduct pre-bid meetings for all AATC maintenance projects assigned by P & D.
6. Provide DOA a copy of the responsive and responsible bid tabs for the project within one (1)2 business days of receipt of bids.
7. Provide DOA a written recommendation, as well as a copy of the recommendation for award and supporting documentation demonstrating best value to City.
8. Upon execution of any contract between AATC and a Contractor, provide DOA with copies of Insurance Certificates reflecting that City is named as an additional insured, as well as appropriate executed Security and Immigration Affidavits.
9. Report minority and disadvantaged business participation for maintenance projects through the DOA supplier diversity group.

**APPENDIX D**

**ILLEGAL IMMIGRATION REFORM  
AND ENFORCEMENT ACT**

## Illegal Immigration Reform and Enforcement Act Forms

### INSTRUCTIONS TO PROPONENTS:

All Proponents must comply with the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Proponents must familiarize themselves with IIREA and are solely responsible for ensuring compliance. Proponents must not rely on these instructions for that purpose. They are offered only as a convenience to assist Proponents in complying with the requirements of the City's procurement process and the terms of this RFP.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the proposal prior to proposal due date.
2. The Contractor Affidavit must contain an active Federal Work Authorization Program (E-Verify) User ID Number and Date of Registration.
3. Where the business structure of a Proponent is such that Proponent is required to obtain an Employer Identification Number (EIN) from the Internal Revenue Service, Proponent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Proponent itself. Where the business structure of a Proponent does not require it to obtain an EIN, each entity comprising Proponent must submit a separate Contractor Affidavit.

Example 1, ABC, Inc. and XYZ, Inc. form and submit a proposal as AirportFood, LLC. AirportFood, LLC must enroll in the E-verify program and submit a single Contractor Affidavit in the name of AirportFood, LLC which includes the Federal Work Authorization User ID Number issued to AirportFood, LLC.

Example 2, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a Proposal under the name AirportFood, JV. If, based on the nature of the JV agreement, Airport Food, JV is not required to obtain an Employer Identification Number from the IRS. The Proposal submitted by AirportFood, JV must include both a Contractor Affidavit for ABC, Inc. and a Contractor Affidavit for XYZ, Inc.

4. All Contractor Affidavits must be executed by an authorized representative of the entity named in the Affidavit.
5. All Contractor Affidavits must be duly notarized.
6. All Contractor Affidavits must be submitted attached to the front outside cover of proposal Volume 1.

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the City of Atlanta has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

187889 Federal Work Authorization User Identification Number      2/5/2009 Date of Authorization

Name of Contractor: Atlanta Airlines Terminal Corporation

Name of Project: American Airlines Ticket Counter / ATO Relocation and Concourse T North Gate Optimization

Name of Public Employer: City of Atlanta

I hereby declare under penalty of perjury that the forgoing is true and correct.

Executed on April, 19, 2013 in Atlanta (city), GA (state)

[Signature]  
Signature of Authorized Officer or Agent

Kofi Smith Executive Director  
Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE 19<sup>th</sup> DAY OF April, 2013

[Signature]  
NOTARY PUBLIC  
My Commission Expires: 5.13.16



**APPENDIX D**

**SYSTEMATIC ALIEN VERIFICATION OF  
ENTITLEMENTS (SAVE)**

O.C.G.A. § 50-36-1(e)(2) Affidavit

By executing this affidavit under oath, as an applicant for a(n) Contract  
[type of public benefit], as referenced in O.C.G.A. § 50-36-1, from  
City of Atlanta [name of government entity], the undersigned applicant  
verifies one of the following with respect to my application for a public benefit:

- 1) X I am a United States citizen.
- 2) \_\_\_\_\_ I am a legal permanent resident of the United States.
- 3) \_\_\_\_\_ I am a qualified alien or non-immigrant under the Federal Immigration and Nationality Act with an alien number issued by the Department of Homeland Security or other federal immigration agency.

My alien number issued by the Department of Homeland Security or other federal immigration agency is: \_\_\_\_\_

The undersigned applicant also hereby verifies that he or she is 18 years of age or older and has provided at least one secure and verifiable document, as required by O.C.G.A. § 50-36-1(e)(1), with this affidavit.

The secure and verifiable document provided with this affidavit can best be classified as:  
Driver's License

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A. § 16-10-20, and face criminal penalties as allowed by such criminal statute.

Executed in Atlanta (city), GA (state).

[Signature]  
Signature of Applicant

Kofi Smith  
Printed Name of Applicant

SUBSCRIBED AND SWORN  
BEFORE ME ON THIS THE  
25 DAY OF April, 2013

[Signature]  
NOTARY PUBLIC  
My Commission Expires:

