

**CITY OF ATLANTA**

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

**REQUEST FOR PROPOSALS**

**FC-8640, CONSTRUCTION MANAGEMENT SUPPORT SERVICES  
AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**



**MIGUEL SOUTHWELL  
AVIATION GENERAL MANAGER  
DEPARTMENT OF AVIATION**

**ADAM L. SMITH, ESQ., CPPO, CPPB, CPPM, CPP,  
CPIC, CISCC, CIGPM  
CHIEF PROCUREMENT OFFICER  
DEPARTMENT OF PROCUREMENT**

**CITY OF ATLANTA**  
**Hartsfield-Jackson Development Program Technical Support Campus**  
1255 South Loop Road, College Park, Georgia 30337  
Phone No.: 404-530-5500

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**D I R E C T I O N S**

**From Downtown Atlanta:**

- Take I-75/I-85 South
- Continue on I-75 at the I-75/I-85 Split
- Exit 238B – I-285 West
- Stay in right lane and follow signs for Loop Road
- Bypassing exit for I-285 West, continue on Loop Road through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From East Atlanta:**

- Take I-285 South
- Get off I-285 at the I-75 exit
- Follow signs to I-285 West / Clark Howell Hwy / Loop Road
- Exit at Loop Road
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From South of Atlanta: (I-75)**

- Take I-75 North
- Exit 238B - I-285 West
- Keep to the right and exit at Clark Howell Hwy / Loop Road
- Follow signs for Loop Road, go through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From Southwest of Atlanta: (I-85)**

- I-85 North
- Exit 68 - I-285 Bypass, follow to I-285 East
- Exit 59 - Loop Road / Clark Howell Hwy /Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From West of Atlanta:**

- From I-20, take I-285 South
- Exit 59 – Loop Road / Clark Howell Hwy /Airport Cargo
- Follow signs for Loop Road
- Bypass exit for I-285 West, staying in two right lanes to Loop Road
- Continue through traffic light
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)

**From the Airport:**

- Take Airport Blvd toward I-85 North, stay in the right lane
- Exit Right onto North Inner Loop Road
- Continue on N Inner Loop Road, crossing over Aviation Blvd, and road then becomes South Inner Loop Road
- Stay on S Inner Loop Road until you see the “Road Closed” signs
- The H-JDP Tech Campus is the second building on the left (grey stone w/ blue awning)



## CITY OF ATLANTA

Kasim Reed  
Mayor

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  
CIPC, CISCC, CIGPM  
Chief Procurement Officer  
[asmith@atlantaga.gov](mailto:asmith@atlantaga.gov)

December 08, 2015

### ATTENTION INTERESTED PROPONENTS:

Your firm is hereby invited to submit to the City of Atlanta (the "City"), Department of Procurement (the "DOP"), a proposal for Project Number: **FC-8640, Construction Management Support Services at Hartsfield-Jackson Atlanta International Airport ("Airport")**. This solicitation will require the successful Proponent to assist in the implementation and execution of projects as assigned by the Department of Aviation, Bureau of Planning and Development at Hartsfield-Jackson Atlanta International Airport.

A **Pre-Proposal Conference** will be held on **Thursday, January 7, 2016, at 2:00 P.M., at the Hartsfield-Jackson Technical Support Campus, 1255 South Loop Road, College Park, Georgia 30337**. The purpose of the Pre-Proposal Conference is to provide proponents with detailed information regarding the City's procurement process and to address questions and concerns. There will be representatives from the City's Department of Aviation, Risk Management and the Office of Contract Compliance available at the conference to discuss this project and to answer any questions. Attendance to the Pre-Proposal Conference is strongly encouraged by each firm desiring to submit a proposal.

The last date to submit questions will be **Tuesday, January 12, 2016, at 5:00 P.M.** Questions may be sent to **Mr. Leslie Page, Contracting Officer**, via email at [lpge@atlantaga.gov](mailto:lpge@atlantaga.gov), or facsimile at 404-658-7705. Timely questions received will be responded to in writing in the form of an addendum.

Your response to this Request for Proposal ("**RFP**") must be received by the Department of Procurement at 55 Trinity Avenue, S.W., City Hall, Suite 1900, Atlanta, GA 30303, **no later than 2:00 P.M., on Wednesday, February 3, 2016**. Any proposals received after this time will not be considered and will be rejected and returned.

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**Request for Proposal**

**FC-8640, Construction Management Support Services at Hartsfield-Jackson Atlanta  
International Airport**

December 08, 2015

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The names of submitted Proponents will be publicly read at 2:00 P.M. on the respective due date in Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall, Atlanta, Georgia 30303.

If you have any questions regarding this project, please contact **Mr. Leslie Page, Contracting Officer**, at 404-330-6107, or by email at [lp@atlantaga.gov](mailto:lp@atlantaga.gov). The City reserves the right to cancel any and all solicitations and to accept or reject, in whole or in part, any and all proposals or bids when it is for good cause and in the best interest of the City.

Thank you for your interest in doing business with the City.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam L. Smith". The signature is written in a cursive style with a large initial "A".

Adam L. Smith

ALS:lp

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# **PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS**

## **Part 1; Information and Instructions to Proponents**

This Request for Proposals (“RFP”) is being solicited by the City of Atlanta (“City”) on behalf of the Department of Aviation (“DOA”) from qualified Proponents (“Proponents”) and seeks to procure the Services (as hereinafter defined):

**1. Services Being Procured:** DOA seeks to procure the following services (“Services”):

Professional Construction Management Support Services (“CMSS”) for the implementation and execution of those projects to be identified in the department current plan and other projects as assigned by the Department of Aviation (DOA) (the “Program”), Bureau of Planning and Development (P&D). All services provided by Consultant will be accomplished in accordance with the City and DOA’s P & D Policies and Procedures. The initial term of this RFP will be for five (5) years, with two (2) optional five (5) year renewal, each to be exercised at the sole discretion of the City.

A more detailed Scope of Services sought in this procurement is set forth in Exhibit A – Services attached to the Services Agreement (“Services Agreement”); **Services Agreement No. 8640 – Construction Management Support Services (CMSS) at Hartsfield-Jackson Atlanta International Airport (H-JAIA)**, included in this RFP at Part 5.<sup>1</sup>

**2. General Summary of Task Order Process:** All services will be performed in accordance with the Contract, if awarded, and any Task Order issued under it. The City will select one (1) firm for construction management for an award of Contract pursuant to this RFP.

The award of a Contract pursuant to this RFP does not guarantee that any Task Orders will be issued under that Contract. Task Orders will be issued on an as-needed basis; no minimum amount of Services is guaranteed to any Proponent receiving an award of a Contract pursuant to this RFP.

**3. Method of Source Selection:** This procurement is being conducted in accordance with all applicable provisions of the City of Atlanta’s Code of Ordinances (“Code”), including its Procurement and Real Estate Code. The particular method of source selection for the Services sought in this RFP is Code Section 2-1193; Competitive Selection Procedures for Professional and Consultant Services. By submitting a Proposal concerning this procurement, a Proponent acknowledges that it is familiar with all laws applicable to this procurement, including, but not limited to, the Code and City Charter, which laws are incorporated into this RFP by reference.

The City will evaluate the written proposals and will determine which Proponent is best qualified to perform the work based on the evaluation criteria described in Part II & Part III

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<sup>1</sup> All capitalized terms contained in the Services Agreement are incorporated into this RFP.

of this RFP. A thorough investigation will be made into each firm's qualifications and past performance on similar projects. Our emphasis will be on Proponent's proposal, past performance and references of each firm and not on company brochures or literature. Oral interviews/presentations will be conducted with Proponents in accordance with City's Code of Ordinances and other Applicable Law.

**4. Minimum Qualifications; Eligibility to Propose; Authority to Transact Business in Georgia:**

4.1. A joint Venture is required for this RFP.

4.2. To be eligible to participate in this procurement, at least one member of the Proponent's team must have, within the last ten (10) calendar years, provided construction management services for a Capital Improvement Program at a large hub airport, as defined by the Federal Aviation Administration.

4.3. Proponent joint venture team must include at least one JV team member certified by the City as a Minority or Female Business Enterprise.

4.4. Proponent must submit, with its Proposal, documentation (e.g., certificate of good standing issued by the Secretary of the State of Georgia) of each JV firm that evidences that it is authorized to conduct business in the State of Georgia.

4.5. Joint Venture members of the prime consultant(s) on the City's existing contracts FC-5233, Master Plan Update and On-Call Airport Planning Services, FC-6299 Comprehensive Environmental Services; and FC-5563, Facilities, Asset Management and Sustainability Services **are eligible** to respond to this RFP; however, if any of the Joint Venture members described above are on the successful CMSS Proponent team, the City will limit any remaining services to be performed under these agreements that maybe in conflict with services to be performed under this CMSS contract.

4.6. Respondent and joint venture members of the prime consultant(s) may not perform services approving, constructing and/or overseeing their own design prepared pursuant to an agreement with the City. This will include, but not be limited to the following Contracts:

4.6.1. Joint Venture members of the prime consultant(s) on the City's existing contract FC-7744 Program Management Support.

4.6.2. Joint Venture members of the prime consultant(s) on the City's existing contracts FC-5801 (A-C), Architectural & Engineering Design Services and FC-6684, Civil Engineering Design Services.

- 4.6.3. The successful Joint Venture members of the prime consultant(s) on the City's contract FC-8195; Central Passenger Terminal Complex (CPTC) Modernization – Landside.
  - 4.6.4. The successful Joint Venture members of the prime consultant(s) on the City's contract FC-8234; Central Passenger Terminal Complex (CPTC) Modernization – Airside.
  - 4.6.5. The successful Joint Venture members of the prime consultant(s) on the City's contract FC-8468, Domestic Terminal Parking Decks Reconstruction & Replacement – Design Phase.
  - 4.6.6. The successful Joint Venture members of the prime consultant(s) on the City's contract FC-8469, Domestic Terminal Parking Decks Reconstruction and Replacement – Construction Management at Risk.
5. **No Offer by City; Firm Offer by Proponent:** This procurement does not constitute an offer by City to enter into a Services Agreement and cannot be accepted by any Proponent to form a Services Agreement. This procurement is only an invitation for offers from interested Proponents and no offer shall bind the City. A Proponent's offer is a firm offer and may not be withdrawn except under the rules specified in the City's Code of Ordinances and other Applicable Law.
  6. **Proposal Deadline:** Your response to this RFP must be received by the City's Department of Procurement, 55 Trinity Avenue, S.W., City Hall South, Suite 1900, Atlanta, Georgia 30303-0307 no later than 2:00 p.m., EST (as verified by the Bureau of National Standards) on **Wednesday, February 03, 2016**. Any Proposal received after this time will not be considered and will be rejected and returned.
  7. **Pre-Proposal Conference:** Each Proponent is strongly encouraged to attend the Pre-Proposal Conference scheduled for **Thursday, January 8, 2016, at 2:00 P.M.**, at Technical Support Campus, 1255 South Loop Road, College Park, GA 30337. Each Proponent must be fully informed regarding all existing and expected conditions and matters which might affect the cost or performance of the Services.
  8. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP should be submitted in writing to the City's contact person, Mr. Leslie Page. Contracting Officer, Department of Procurement, 55 Trinity Avenue, SW, Suite 1900, Atlanta, Georgia 30303-0307, by fax (404) 658-7705 or e-mail [lp@atlantaga.gov](mailto:lp@atlantaga.gov), on or before **Tuesday, January 12, 2016**. Questions received after the designated period will not be considered. Any response made by the City will be provided in writing to all Proponents by Addendum. It is the responsibility of each Proponent to obtain a copy of any Addendum issued for this procurement by monitoring the City's website at [www.atlantaga.gov](http://www.atlantaga.gov) and its Department of

Procurement's Plan Room, which is open during posted business hours, Suite 1900, 1<sup>st</sup> Floor, 55 Trinity Avenue, S.W., City Hall South, Atlanta, Georgia 30303. No Proponent may rely on any verbal response to any question submitted concerning this RFP. All Proponents and representatives of any Proponent are strictly prohibited from contacting any other City employees or any third-party representatives of the City on any matter having to do with this RFP. All communications by any Proponent concerning this RFP must be made to the City's contact person, or any other City representatives designated by the Chief Procurement Officer in writing.

9. **Ownership of Proposals:** By submitting a Proposal, each Proponent acknowledge and agrees that its Proposal submitted to the City will become the property of the City, without compensation to a Proponent, for the City's use, in its discretion.
10. **Insurance Requirements:** The Insurance requirements for any Services Agreement that may be awarded pursuant to this RFP are set forth in **Exhibit D: Insurance Requirements** attached to the Services Agreement included in this RFP.
11. **Applicable City OCC Programs:** The City's OCC Programs applicable to this procurement are set forth in **Appendix A: Office of Contract Compliance Submittals**, attached to the Services Agreement included in this RFP. By submitting a Proposal in response to this procurement, each Proponent agrees to comply with such applicable OCC Programs.
12. **Evaluation of Financial Information:** The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a Proposal. City will review the information included in **Form 4: Proponent Financial Disclosure Form** attached to this RFP and any additional information required on that form to be included in a Proposal. Further, if this RFP requires the provision of an Insurance Certificate of Accord and Endorsement, if a Services Agreement is awarded, the City will review the information included in **Exhibit D: Insurance Requirements**. A Proponent must include with that form (a) notarized letter(s) from its proposed insurer(s) indicating that the financial capacity of the Proponent is such that the insurer(s) is/are willing to issue insurance for the Proponent if a Services Agreement is awarded to it. Further, if this RFP requires a successful Proponent that is awarded an Services Agreement pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty Services Agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank) indicating that it is willing to issue such performance guarantee for the Proponent if a Services Agreement is awarded to it.
13. **Special Rules Applicable to Evaluation of Proposals:** A Proponent may be required to submit, in writing, the addresses of any proposed subconsultants listed in the Proposal and to submit other material information relative to proposed subconsultants. City reserves

the right to disapprove any proposed subconsultants whose technical or financial ability or resources or whose experience are deemed inadequate.

**14. Examination of Proposal Documents:**

- 14.1. Each Proponent is responsible for examining with appropriate care the complete RFP and all Addenda and for informing itself with respect to all conditions which might in any way affect the cost or the performance of any Services. Failure to do so will be at the sole risk of the Proponent, who is deemed to have included all costs for performance of the Services in its Proposal.
  - 14.2. Each Proponent shall promptly notify the City on or before 5:00 p.m. [EST], **Friday, January 08, 2016**, in writing should the Proponent find discrepancies, errors, ambiguities or omissions in the Proposal Documents, or should the City's intent or meaning appear unclear or ambiguous, or should any other question arise relative to the RFP. Replies to such notices may be made in the form of an Addendum to the RFP, which will be issued simultaneously to all potential Proponents who have obtained the RFP from the City.
  - 14.3. The City may in accordance with Applicable Law, by Addendum, modify any provision or part of this RFP at any time prior to the Proposal due date and time. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed in writing by the City in an issued Addendum.
  - 14.4. Each Proponent must confirm Addenda have been received and acknowledge receipt by executing **Form 7: Acknowledgment of Addenda** attached to this RFP at **Part 4**.
- 15. Rejection of Proposals; Cancellation of Solicitation: Waiver of Technicalities:** The City reserves the right to reject any Proposal or all Proposals or to waive any technical defect in a Proposal. The City also may cancel this procurement at any time in accordance with the City of Atlanta Code of Ordinances.
- 16. Award of Services Agreement; Execution:** If the City awards a Services Agreement pursuant to this procurement, the City will prepare and forward to the successful Proponent a Services Agreement for execution substantially in the form included in this RFP.
- 17. Illegal Immigration Reform and Enforcement Act:** This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). IIREA was formerly known as the Georgia Security and Immigration Compliance Act or GSICA. Pursuant to Act, the Proponent must provide with its Proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department

of Homeland Security. A completed Contractor Affidavit, set forth in **Part 4: Form 1; Illegal Immigration Reform and Enforcement Act Forms**, must be submitted on the top of Volume 1 of the Proposal at the time of submission, prior to the time for opening the Proposal. Under state law, the City cannot consider any Proposal which does not include completed forms. 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. It is not the intent of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>. Additional information on completing and submitting the Contractor Affidavit precedes the Affidavit at **Part 4: Form 1**.

18. **Prohibition on Future Contracts:** Subject to Subsections 4.5 and 4.6 above, the successful Proponent, including any of its constituent joint venture member firms are not eligible to propose on, or perform any other services for the Department of Aviation during the term of this Agreement as determined by the City. Any subconsultants or subcontractors hired by the successful Proponent are required to submit a written request to the Department of Aviation's Assistant Aviation General Manager or designee in order to receive the determination. In the determination of limiting services under existing contracts, special consideration will be given to continuing the assignment of potential services that can be performed by the current team that would not represent a conflict of interest.
19. **Gratuities and Kickbacks.** In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or 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 therefore. Additionally, it shall be 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.

20. **Fraud and Misrepresentation.** Any written or oral information provided by Consultant, directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Consultant agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Consultant further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Consultant agrees to place signage provided by the City regarding the Integrity Line at the location to which Consultant's employees report to perform the services required by this Agreement. Consultant acknowledges and agrees that a finding of fraud or other impropriety on the part of the Consultant or any of its subconsultants may result in suspension or debarment of the Consultant and the City may pursue any other actions or remedies that the City may deem appropriate. Consultant agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.
21. **Georgia Open Records Act.** 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(a)(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.]."
22. **Representation.** By submitting a proposal to the City, Proponent acknowledges and represents that: (a) the accompanying proposal is made by a person or business entity (i.e., firm) that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as defined by Code Section 58-102; (b) it has read all of the RFP documents (including, without limitation, the Service Agreement) and acknowledges that Proponent shall be bound by the terms and conditions stated therein; (c) the signatory to the proposal is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided on **Form 4**, are accurate representations up to and including the date Proponent submitted its proposal to the City; (e) the City will not agree to make any substantive revisions to the Service Agreement; and (f) it agrees that it will voluntarily notify the City immediately if any information or disclosure provided to the City during any part of this procurement process changes, is no longer accurate or would be misleading in any way.
23. **Electronic Proposal Documents.** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full

responsibility to ensure that it is responding to the correct form of RFP, including any addenda issued by the City's Department of Procurement. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by the Department of Procurement, the version maintained by the City's Department of Procurement shall govern. The RFP document is available at [www.atlantaga.gov](http://www.atlantaga.gov).

# **PART 2: CONTENTS OF PROPOSALS/REQUIRED SUBMITTALS**

## **Part 2; Contents of Proposals/Required Submittals**

1. **General Contents of Proposals:** A Proponent must submit a complete Proposal in response to this RFP in the format specified in this RFP; no other format will be considered. A Proposal will consist of two (2) separate documents:
  - 1.1. Informational Proposal two (2) Volumes; and
  - 1.2. Employee Classifications / Actual Billing Rates (Form provided by City at **Part 5: Services Agreement: Exhibit A.2**). **Employee Classifications / Actual Billing Rates** will become part of the Services Agreement attached to this RFP following negotiations, if a Services Agreement is awarded pursuant to this procurement. The intent of Exhibit A.2 is to set forth the negotiated agreement between the successful Proponent, if any, and City concerning the employee classifications required to provide Services under the Services Agreement and the billing rates applicable to actual Services provided by such employees.
2. **Informational Proposal Volume I:** The information drafted and submitted by Proponent in response to this RFP, which must be set forth in and include each of the following parts:
  - 2.1. **Executive Summary: Cover Letter:** The cover letter must include a letter with the Proponent's name, address, telephone number and fax number, signed by a person authorized to act on behalf of the Proponent. The letter should also include the name, title, address, e-mail address, telephone number and fax number of the person signing the letter and the name, title, address, e-mail address, telephone number and fax number of one (1) contact person to whom all future correspondence and/or communications may be directed by the City concerning this procurement, if that person is different from the person executing the letter. The letter should include a narrative statement of the Proponent's approach to providing the services solicited in this RFP.
  - 2.2. **Detailed Executive Summary:** The purpose of the Detailed Executive Summary is to provide an overview of the Proponent's qualifications to accomplish the project. At a minimum, the Detailed Executive Summary must contain the following information:
    - 2.2.1. Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent must provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity and a listing of major satellite offices;
    - 2.2.2. The general and specific capabilities and experience of the Proponent's Team. Each Proponent must identify examples where team members have worked

together to complete a project and discuss how the team was formed and how the team will function as an integrated unit in providing services to the City;

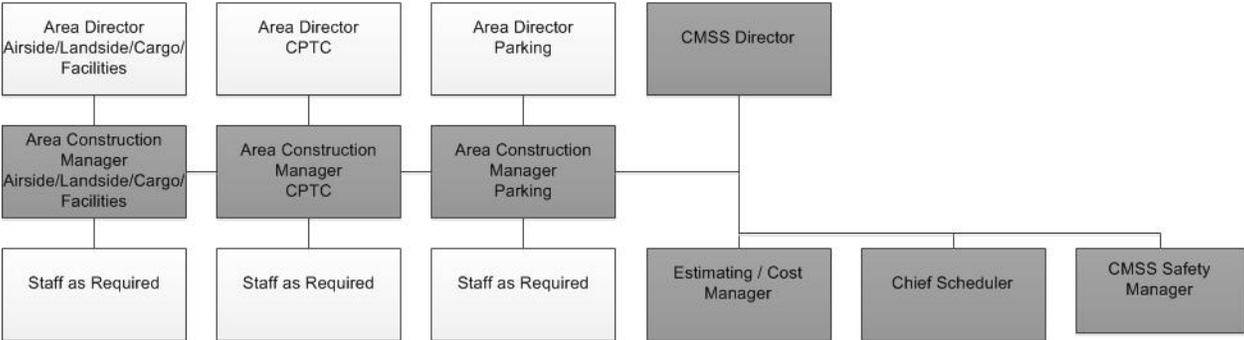
2.2.3. A description of the Proponent’s plan for complying with the City’s Equal Business Opportunity (EBO) goals. This section should include detailed information regarding the essential subcontractors/subconsultants the Proponent intends to use and should indicate the role and responsibilities these firms will be assigned. Each Proponent must provide a letter from each essential subcontractor/subconsultant indicating that the firm concurs with the role and responsibility Proponent has described; and

2.2.4. A declarative statement as to whether the Proponent or any member of the Proponent team has an open dispute with the City or is involved in any litigation associated with work in progress or completed in both the private and public sector during the past five (5) years.

2.3. **Organizational Structure / Chart.** The Proponent’s Organizational Structure Section of the Proposal must consist of two (2) Charts and a Narrative Description. Charts must contain the following information:

2.3.1. CMSS structure with names of the proposed candidates to fill the functions anticipated to be needed at inception of contract. These functions are as shown (and shaded) on the organizational structure included below, and as further described in the Section 2.5 on Key Personnel.

2.3.2. An organizational chart to include the joint venture organizational structure, including JV management team, DOA mandated positions in CMSS Structure, plus any “bench strength” that may be available for possible expansion of Services in the future.



2.3.3. Also provide a description of the Proponent’s Management organization in narrative format. The narrative must provide a description of the Proponents’

views on how it will provide the Services, as well as describe the relationship of its key personnel to that of the Principal-in-Charge and other key members of the management team. Describe how this organization will facilitate managing the Services requested and how an efficient flow of information will be realized to ensure all services are fully coordinated within the organization.

#### **2.4. Overall Experience, Qualifications and Performance of the Prime Firms.**

2.4.1. Describe the Proponent's experience and qualifications in construction management services as widely described in the Scope of Services and as may be more fully described in a Task Order. Proponent must provide a narrative description of three (3) projects demonstrating capability and qualifications in all areas identified below and each project should encompass a combination of several of the areas of expertise:

2.4.1.1. Provide specific experience in construction management at a large hub airport for a program valued at \$1 billion or more;

2.4.1.2. Provide Proponent's experience in providing special inspection services;

2.4.1.3. Provide Proponent's experience in providing airfield construction, terminal/concourse renovation/expansion and parking deck construction inspection services;

2.4.1.4. Provide Proponent's experience expanding and contracting a skilled workforce;

#### **2.5. Key Personnel Resumes:**

2.5.1. Identify and provide resumes for the key individuals that the team will use to fill the following positions:

2.5.1.1. **CMSS Director** – Assists with the overall successful delivery of all construction. He/she reports to the Assistant Aviation General Manager for Planning and Development regarding planning and direction for all business functions of the CMSS team. He/she will provide staff and assist in the planning and coordination of construction activities to insure the goals and objectives of the City are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering scope as outlined by the Program;

- 2.5.1.2. **Area Construction Manager (Airside, Landside, Cargo, and Facilities)** - Assists with Airside, Landside, Cargo and Facility project execution for all business functions of the CMSS Team. He/she will assist in the execution of construction by providing staff, guidance, and contract administration to insure the goals and objectives are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering scope as outlined by the Program. He/she will report to the Area Director for Airside, Landside, Cargo, and Facilitates as well as the CMSS Director;
- 2.5.1.3. **Area Construction Manager (CPTC)** - Assists with Central Passenger Terminal Complex (CPTC) project execution for all business functions of the CMSS team as required. He/she will assist in the execution of construction by providing staff, guidance, and contract administration to insure the goals and objectives are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering scope as outlined by the Program. He/she will report to the Area Director for CPTC as well as the CMSS Director;
- 2.5.1.4. **Area Construction Manager (Parking)** - Assists with Parking project execution for all business functions of the CMSS team as required. He/she will assist in the execution of construction by providing staff, guidance, and contract administration to insure the goals and objectives are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering scope as outlined by the Program. He/she will report to the Area Director for Parking as well as the CMSS Director;
- 2.5.1.5. **Estimating/Cost Manager** - Performs supervisory cost estimating, conceptual cost and budget planning, and cost impact analyses. Receives general guidance, objectives and some specific work assignments for the Estimating Manager. Develops the capability and supervises the preparation of construction cost estimates for all disciplines, and has full responsibility for directing, supervising, and reviewing the work of others. Reviews estimates for adequacy, uniformity and completeness. Evaluates vendor quotes, bid information and change orders. Interacts with client and upper level management. Acts as staff advisor to the Program Management Support Services team for all cost estimating issues;

- 2.5.1.6. **Chief Scheduler** - The Scheduling Manager is responsible for the quality of the project schedule during the construction phase which includes related cost loading, cost status reporting, cash flow projections, task/confirmation lists, claims analysis, and periodic reports for oversight management and field coordination. Acts as extension of staff to the Program Management Support Services team for all construction schedule issues; and
- 2.5.1.7. **CMSS Safety Manager** – Oversee the enforcement of safety procedures to monitor, verify and document contractor implementation of safety programs as required by the construction contracts. Acts as extension of staff to the PMSS team Safety Manager.

2.5.2. Resumes should be organized as follows:

- 2.5.2.1. Name and Title;
- 2.5.2.2. Professional Background;
- 2.5.2.3. Current and Past Relevant Employment;
- 2.5.2.4. Education;
- 2.5.2.5. Licenses and Certifications;
- 2.5.2.6. List of Two (2) Relevant projects, including:
  - 2.5.2.6.1. Client Name;
  - 2.5.2.6.2. Project description;
  - 2.5.2.6.3. Role of the individual;
  - 2.5.2.6.4. Project actual or expected completion date; and
  - 2.5.2.6.5. Client List/Reference Contact.

2.5.3. Submission of these key names constitutes a commitment to use these individuals if the Proponent is selected, and changes may be made only with the prior written consent of the City. In the event there is a need to replace Key Personnel during the course of the project, Proponent must describe its back-up personnel plan. Proponent should carefully balance experience and billing rate in the selection of personnel to maximize value to the City.

2.6. **Management Plan.** Based on the Proponent’s Organizational Structure, describe how the Proponent will manage the Services, specifically addressing the following:

2.6.1. Proponent’s approach to providing the appropriate staff for the project. Describe how the Proponent will:

- 2.6.1.1. Acquire and retain the appropriate Office Engineer, Safety, and Inspector staff for the project;
- 2.6.1.2. Manage staff costs during downtime due to seasonal slowdowns in construction and gaps between projects;
- 2.6.1.3. Keep staff trained as required by the project and industry standards;
- 2.6.1.4. Ensure proper communication and coordination among pertinent joint venture and project team members;
- 2.6.1.5. Assure that each project scope of work will be kept within the established time and budget constraints;
- 2.6.1.6. Establish and maintain the necessary cooperative relationships;
- 2.6.1.7. Coordinate all necessary program activities within that team relationship to ensure program deliverable is seamless;
- 2.6.1.8. Approach to Quality Control;
- 2.6.1.9. Proponent's proposed method to:
  - 2.6.1.9.1. Identify and resolve issues during the program duration; and
  - 2.6.1.9.2. Make critical decisions

2.6.2. Proponent may provide in this section additional bench strength that could be available for projects and/or any additional information the Proponent considers valuable in showing experience to provide the services that may be required.

**3. Informational Proposal Volume II: (Information required by a Proponent on forms provided by the City):**

**All respondents including all Joint Venture partners who have chosen to submit a Request for Proposal in this procurement and will be listed as a prime contractor with the City of Atlanta (the "City") must fill out all forms in their entirety, signed, notarized or sealed with your corporate seal (if needed).**

**If your intentions are for your company to be named as a Prime Contractor(s) with the City, then your company must fill out all forms listed in this solicitation document; otherwise your company may be deemed non-responsive. The required forms are as follows:**

**3.1 Illegal Immigration Reform and Enforcement Act Affidavits.** Each Proponent must complete and submit a Contractor's Affidavit, attached hereto at **Form 1: Illegal Immigration Reform and Enforcement Act Forms** with its proposal. This RFP is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("**Act**"). Pursuant to the Act, the Proponent must provide with its proposal proof of its registration with and continuing and future participation in the E-Verify Program established by the United States Department of Homeland Security. Under state law, the City cannot consider any proposal which does not include a completed Contractor's Affidavit. It is not the intent

of this notice to provide detailed information or legal advice concerning the Act. All Proponents intending to do business with the City are responsible for independently apprising themselves of and complying with the requirements of the Act and assessing its effect on City procurements and their participation in those procurements. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

**3.2 Contractor Disclosure Form.** Each Proponent must complete and submit **Form 2: Contractor Disclosure Form** with its proposal.

3.2.1. If the Proponent is an individual, then that individual must complete and sign the Contractor Disclosure (**Form 2**) where indicated.

3.2.2. If the Proponent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure (**Form 2**) where indicated.

3.2.3. If the Proponent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign the Contractor Disclosure (**Form 2**) where indicated.

3.2.4. If the Proponent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign the Contractor Disclosure (**Form 2**) where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.

**3.3. Proponent's Financial Disclosure.** Each Proponent must complete and submit **Form 4: Proponent Financial Disclosures** with its proposal. The City's evaluation of financial information concerning a Proponent and its consideration of such information in determining whether a Proponent is responsive and responsible may involve a review of several items of information required to be included in a proposal. City will review the information included in **Form 4** attached hereto and any additional information required on that form to be included in a proposal. Failure to accurately report financial information shall be grounds for disqualification of Proponent or termination of any Agreement resulting from this solicitation. In addition, Proponent must provide evidence of its ability to submit the Performance Guarantee, including (a) notarized letter(s) from Proponent's proposed insurer(s) and surety(ies) indicating that the financial capacity of the Proponent is such that the insurer(s)/surety(ies) is/are willing to issue insurance and Payment and Performance Bonds for the Proponent if a Contract is awarded to it. Further, if this RFP requires a successful Proponent that is awarded a Contract pursuant to this procurement to post some other type of performance guarantee (e.g. letter of credit, guaranty agreement, etc.), a Proponent must submit with its Proposal a notarized letter from an appropriate financial institution (e.g. bank)

indicating that it is willing to issue such performance guarantee for the Proponent if a Contract is awarded to it.

**3.3.1** If the Proponent is an individual, financial disclosures for that individual must be provided.

**3.3.2** If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.

**3.3.3** If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this Form.

3.4 **Acknowledgment of Insurance and Bonding Requirements**. Each Proponent must complete and submit **Form 5: Acknowledgement of Insurance and Bonding Requirements** with its Proposal. The insurance and bonding requirements for any agreement that the City may award pursuant to this RFP are set forth in **Exhibit D: Insurance and Bonding Requirements**.

3.5 **Acknowledgment of Addenda**. Each Respondent must complete and submit an acknowledgement with its proposal that it has received all Addenda issued by the City for this RFP. Form 7: Acknowledgement of Addenda has been included and may be used to satisfy this requirement.

**3.5.1** An authorized representative of the entity must complete and sign this Acknowledgment of Addenda where indicated.

3.6 **Proponent's Contact Directory**. Each Proponent must complete and submit **Form 8: Proponent's Contact Directory** with its proposal to include the names, positions/titles, firms, mailing addresses, phone and fax numbers and (when possible) e-mail addresses for at least two individuals, one (1) primary and one (1) secondary, who are authorized to represent Respondent for purposes of this RFP and to whom notices regarding the Respondent's qualification may be sent.

3.7 **List of Clients**. Each Proponent must complete and submit at least four (4) references that are able to attest to the Proponent's performance, ability and credibility. A separate **Form 9** is required for each reference.

**3.7.1** An authorized representative of the entity must complete this form where indicated.

3.8 **OCC Programs**. This criterion is based upon the responsiveness of a Proponent's **Equal Business Opportunity Program ("EBO")**, the requirement of which is described in

**Appendix A** to the Agreement. This criterion is not scored on a sliding scale. Responsive Proponents will receive a score of 15 points. Proponents who fail to evidence a compliant EBO program shall be deemed non-responsive.

4. **Employee Classifications/Actual Billing Rates Volume III.** Each Proponent must submit a list of billing rates in a separate sealed envelope using the form provided by the City at Part 5: Services Agreement: Exhibit A.2: Employee Classifications / Actual Billing Rates for the identified key persons. The Billing Rates must support the Scope of Services contained in the RFP and fully encompass all activities in the Proponent’s Proposal. The Billing Rates shall serve as the baseline for final fee negotiation with the City and be based on the audited field overhead / multiplier rates included in section 2.4 below. (Submit one (1) stamped “Original” and ten (10) copies in a separate envelope). ***The billing rate is not a factor in the selection criteria and, therefore, will not be used in evaluating the Proposals or determining the successful Proponent.***
  
5. **Multiplier.** As part of the Employee Classification/Actual Billing Rates, in a separate sealed envelope, each Proponent must submit a JV blended field audited multiplier to be utilized for personnel assigned full time in the Proposal. If a JV blended field audited multiplier is not available, Proponent must provide a document, which is notarized, signed by an officer of the respondent containing the following statement “I \_\_\_\_\_ (Name), title, hereby certify that the multiplier information provided with this Proposal as of \_\_\_\_\_ (Date) is true and accurate, \_\_\_\_\_ (signature).”
  
6. **Submission of Proposals:**
  - 6.1. Proposals shall be signed by hand by a principal of the Proponent with the authority to enter into an agreement with the City. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a proposal as well as enter into an agreement with the City. Each Proponent is responsible for the preparation of its proposal and for the costs associated therewith.
  
  - 6.2. A Proposal must be submitted in sealed envelope(s) or package(s) and the outside of the envelope(s) or package(s) must clearly identify the name of the project: **FC-8640; Construction Management Support Services at Hartsfield-Jackson Atlanta International Airport**, Proponent’s Employee Identification Number (EIN), and the name and address of the Proponent. All Proposals must be submitted to:

**Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP  
CPIC, CISCC, CIGPM  
Chief Procurement Officer  
Department of Procurement  
55 Trinity Avenue, S.W.**

**City Hall South, Suite 1900  
Atlanta, Georgia 30303-0307  
Re: Project Number FC-8640**

- 6.3. Proponent's names will be read at **2:00 P.M. [EST] on Wednesday, February 03, 2016**, in the Department of Procurement's Bid Conference Room, 55 Trinity Avenue, S.W., Suite 1900, City Hall, Atlanta, Georgia 30303-0307.
- 6.4. A Proponent is required to submit **one (1) original** and **ten (10) copies** of its Proposal. Each Proposal must be submitted on 8½" x 11" typed pages, using 12-point font size and such pages must be inserted in a standard three-hole ring binder (**Volumes 1 and 2 may be contained in a single 3 ring binder**). Each Proposal must contain an index and separate sections for each of the sections set forth in Section 2 of Part 2 of this RFP.
- 6.5. A Proponent is required to submit, in a separate, sealed envelope, clearly marked "Cost Proposal", one (1) stamped original and ten (10) copies of its Cost Proposal with its Information Proposal.

7. Submittals: The following submittals must be completed and submitted with each Proposal.

Item #	Required Proposal Submittal Check Sheet <sup>2</sup>	Check (√)
<b>VOLUME 1</b>		
1.	Executive Summary	
2.	Organization Structure / Chart	
3.	Overall Experience, Qualifications and Performance of the Prime Firm and Sub-consultants	
4.	Key Personnel	
5.	Management Plan	
<b>VOLUME II</b>		
1.	Form 1: Illegal Immigration Reform and Enforcement Act Forms	
2.	Form 2: Contractor Disclosure Form	
3.	Form 3: Non-Applicable	N/A
4.	Form 4: Proponent Financial Disclosure Form	
5.	Form 5: Acknowledgement of Insurance and Bonding Requirements	
6.	Form 6: Non-Applicable for this RFP	N/A
7.	Form 7: Acknowledgement of Addenda	
8.	Form 8: Respondent Contact Directory	
9.	Form 9: Reference Form	
10.	Appendix A: City's Office of Contract Compliance Submittals	
<b>VOLUME III</b>		
1.	Exhibit A.2: Employee Classifications / Actual Billing Rates <i>(Must be submitted in a separate sealed envelope)</i>	
2.	Multiplier <i>(Must be submitted in a separate sealed envelope)</i>	

<sup>2</sup> This table is included solely for Proponent's convenience and may be used to track the preparation and submittal of certain required information with its Proposal. If any of the required submittal documents are not submitted or incomplete within your submittal package, your firm may be deemed non-responsive.

# **PART 3: EVALUATION OF PROPOSALS**

**Part 3; Evaluation of Proposals**

An Evaluation Committee will review and evaluate the Proposals in accordance with the City’s Code of Ordinances, the criteria specified on the Evaluation Form and considering the information required to be submitted pursuant to the RFP. All Proposals will be evaluated using the following Evaluation Form:

<b>EVALUATION FORM</b>			
<b>CATEGORIES</b>	<b>CATEGORY SCORE</b>	<b>RELATIVE WEIGHT</b>	<b>TOTAL CATEGORY SCORE</b>
<b>Executive Summary</b>		<b>5</b>	
<b>Organizational Structure / Chart</b>		<b>5</b>	
<b>Overall Experience, Qualifications and Performance of the Prime Firm</b>		<b>25</b>	
<b>Key Personnel</b>		<b>30</b>	
<b>Management Plan</b>		<b>10</b>	
<b>OCC Programs</b>		<b>15</b>	
<b>Financial Capability</b>		<b>10</b>	
<b>TOTAL SCORE</b>			

For purposes of evaluating all of the Proposals received by the City, the City will assess a score between one (1) and ten (10) for each Category noted above. The Total Category Score is calculated by multiplying the Category Score and the assigned Relative Weight (i.e., Category Score x Relative Weight = Total Category Score). The Total Score is calculated by adding each Total Category Score together. The result of the calculation of the Total Score will be used to determine which Proponent has received the highest Total Score.

# PART 4: SUBMITTAL FORMS

All Respondents, including, but not limited to, corporate entities, limited liability companies, joint ventures, or partnerships, that submit a Proposal or Bid in response to this solicitation must fill out all forms in their entirety, and all forms must be signed, notarized or sealed with the corporate seal (if applicable), as required per each form's instructions.

If Respondent intends to be named as a Prime Contractor(s) with the City, then Respondent must fill out all the forms listed in this solicitation document; otherwise, Respondent may be deemed non-responsive.

**FORM 1**  
**Illegal Immigration Reform and Enforcement Act Forms**  
**INSTRUCTIONS TO RESPONDENTS**

All Respondents must comply with the Illegal Immigration Reform and Enforcement Act of 2011, O.G.G.A § 13-10-90, et seq. (“IIREA”). Respondents must familiarize themselves with IIREA and are solely responsible for ensuring their compliance therewith. Respondents may not rely on these instructions for that purpose. These instructions are offered only as a convenience to assist Respondents in complying with the requirements of the City’s procurement process and the terms of this solicitation document.

1. The attached Contractor Affidavit must be filled out COMPLETELY and submitted with the respondent’s submission prior to the 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 Respondent is such that Respondent is required to obtain an Employer Identification Number (“EIN”) from the Internal Revenue Service, Respondent must complete the Contractor Affidavit on behalf of, and provide a Federal Work Authorization User ID Number issued to, the Respondent itself (see Example 1 below). Where the business structure of a Respondent does not require it to obtain an EIN, each entity comprising Respondent must submit a separate Contractor Affidavit (see Example 2 below).

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

**Example 2**, ABC, Inc. and XYZ, Inc. execute a joint venture agreement and submit a response under the name Happy Day, JV. If based on the nature of the JV agreement, Happy Day, JV is not required to obtain an EIN from the IRS, then the response submitted by Happy Day, 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 notarized.
6. All Contractor Affidavits must be submitted with the Respondent’s response to the solicitation document.
7. Subcontractor and sub-subcontractor affidavits are not required at the time of response submission, but will be required at contract execution or in accordance with the timelines set forth in IIREA.

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

By executing this Contractor 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:

\_\_\_\_\_

Federal Work Authorization User Identification Number

\_\_\_\_\_

Date of Authorization

Name of Contractor: \_\_\_\_\_

Name of Project: \_\_\_\_\_

Name of Public Employer: City of Atlanta \_\_\_\_\_

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

Executed on \_\_\_\_\_, \_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state)

\_\_\_\_\_

Signature of Authorized Officer or Agent

\_\_\_\_\_

Printed name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE  
ME ON THIS THE \_\_\_\_, DAY OF \_\_\_\_\_, 201\_\_\_\_\_

\_\_\_\_\_

NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_





My Commission Expires: \_\_\_\_\_

**FORM 2**  
**CONTRACTOR DISCLOSURE FORM**  
**DEFINITIONS FOR THE PURPOSES OF THIS DISCLOSURE**

“Affiliate”	Any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or is under common control with the Respondent or a member of Respondent.
“Contractor”	Any person, partnership or entity having a contract with the City.
“Control”	The controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by contract or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.
“Respondent”	<p>Any individual, partnership or entity that submits a response to a solicitation.</p> <p>If the Respondent is an individual, then that individual must complete and sign this Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a partnership (including but not limited to, joint venture partnership), then each partner in the partnership must complete and sign a separate Contractor Disclosure Form where indicated.</p> <p>If the Respondent is a legal entity (e.g., corporation, limited liability company), then an authorized representative of that entity must complete and sign this Contractor Disclosure where indicated.</p> <p>If the Respondent is a newly formed entity (formed within the last three years), then an authorized representative of that entity must complete and sign this Contractor Disclosure Form where indicated, and each of the members or owners of the entity must also complete and sign separate Contractor Disclosure Form where indicated.</p>

**Instructions: Provide the following information for the entity, partner or individual completing this Disclosure (the “Individual/Entity”).**

**A. Basic Information:**

1. Name of Respondent:
2. Name of the authorized representative for the Respondent:

**B. Individual/Entity Information:**

Principal Office Address:

Telephone and Facsimile Numbers:

E-Mail Address:

Name and title of Contact Person for the Individual/Entity:

Is the individual/Entity authorized to transact business in the state of Georgia?

- Yes (Attach Certificate of Authority to transact business in Georgia from Georgia Secretary of State.)
- No

**C. Questionnaire**

If you answer “YES” to any of the questions below, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, the name of the court and the file or reference number of the case, as applicable. Any such information should be provided on a separate page, attached to this form and submitted with your Proposal.

1. Please describe the general development of the Respondent's business during the past ten (10) years, or such shorter period of time that the Respondent has been in business.

2. Are there any lawsuits, administrative actions or litigation to which Respondent is currently a party or has been a party (either as a plaintiff or defendant) during the past ten (10) years based upon fraud, theft, breach of contract, misrepresentation, safety, wrongful death or other similar conduct? **YES** **NO**

3. If “yes” to question number 2, were any of the parties to the suit a bonding company, insurance company, an owner, or otherwise? If so, attach a sheet listing all parties and indicate the type of company involved. **YES** **NO**

4. Has the Respondent been charged with a criminal offense within the last ten (10) years? **YES** **NO**

5. Has the Respondent received any citations or notices of violation from any government agency in connection with any of Respondent’s work during the past ten (10) years (including OSHA violations)? Describe any citation or notices of violation which Respondent received. **YES** **NO**

6. Please state whether any of the following events have occurred in the last ten (10) years with respect to the Respondent. If any answer is yes, explain fully the circumstances surrounding the subject matter of the affirmative answer:

Whether Respondent, or Affiliate currently or previously associated with Respondent, has ever filed a petition in bankruptcy, taken any actions with respect to insolvency, reorganization, receivership, moratorium or assignment for the benefit of creditors, or otherwise sought relief from creditors? **YES** **NO**

Whether Respondent was subject of any order, judgment or decree not subsequently reversed, suspended or vacated by any court permanently enjoining Respondent from engaging in any type of business practice? **YES** **NO**

Whether Respondent was the subject of any civil or criminal proceeding in which there was a final adjudication adverse to Respondent which directly arose from activities conducted by Respondent. **YES** **NO**

7. Has any employee, agent or representative of Respondent who is or will be directly involved in the project, in the last ten (10) years:

(a) directly or indirectly, had a business relationship with the City? **YES** **NO**

(b) directly or indirectly, received revenues from the City? **YES** **NO**

(c) directly or indirectly, received revenues from conducting business on City property or pursuant to any contract with the City? **YES** **NO**

8. Whether any employee, agent, or representative of Respondent who is or will be directly involved in the project has or had within the last ten (10) years a direct or indirect business relationship with any elected or appointed City official or with any City employee? **YES** **NO**

9. Whether Respondent has provided employment or compensation to any third party intermediary, agent, or lobbyist to directly or indirectly communicate with any City official or employee, or municipal official or employee in connection with any transaction or investment involving your firm and the City? **YES** **NO**

10. Whether Respondent, or any agent, officer, director, or employee of your organization has solicited or made a contribution to any City official or member, or to the political party or political action committee within the previous five (5) years? **YES** **NO**

11. Has the Respondent or any agent, officer, director, or employee been terminated, suspended, or debarred (for cause or otherwise) from any work being performed for the City or any other Federal, State or Local Government? **YES** **NO**

12. Has the Respondent, member of Respondent's team or officer of any of them (with respect to any matter involving the business practice or activities of his or her employer been notified within the five (5) years preceding the date of this offer that any of them are the target of a criminal investigation, grand jury investigation, or civil enforcement proceeding? **YES** **NO**

13. Please identify any Personal or Financial Relationships that may give rise to a conflict of interest as defined below *[Please be advised that you may be ineligible for award of contract if you have a personal or financial relationship that constitutes a conflict of interest that cannot be avoided]*:

(a) Personal relationships: executives, board members and partners in firms submitting offers must disclose familial relationships with employees, officers and elected officials of the City of Atlanta. Familial relationships shall include spouse, **YES** **NO**

domestic partner registered under section 94-133, mother, father, sister, brother, and natural or adopted children of an official or employee.

(b) Financial relationships: Respondent must disclose any interest held with a City employee or official or family members of a City employee or official, which may yield, directly or indirectly, a monetary or other material benefit to the **YES**  **NO**

Respondent or the Respondent's family members. Please describe:

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#### D. REPRESENTATIONS

**Anti-Lobbying Provision.** All respondents, including agents, employees, representatives, lobbyists, attorneys and proposed partner(s), subcontractor(s) or joint venturer(s), will refrain, under penalty of the respondent's disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process.

**Certification of Independent Price Determination/Non-Collusion.** Collusion and other anticompetitive practices among offerors are prohibited by city, state and federal laws. All Respondents shall identify a person having authority to sign for the Respondent who shall certify, in writing, as follows:

"I certify that this bid/proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid or offer for the same supplies, labor, services, construction, materials or equipment to be furnished or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. By signing this document, I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent/Offeror."

**Certify Satisfaction of all Underlying Obligations. (If Applicable)** If a Contract is awarded through this solicitation, then such Contractor should know that before final payment is made to a 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.

**Confidentiality.** Details of the proposals will not be discussed with other respondents during the selection process. Respondent should be aware, however, that all proposals and information submitted therein may become subject to public inspection following award of the contract. Each respondent should consider this possibility and, where trade secrets or other proprietary information may be involved, may choose to provide in lieu of such proprietary information, an explanation as to why such information is not provided in its proposal. However, the respondent may be required to submit such required information before further consideration.

**Equal Employment Opportunity (EEO) Provision.** All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Contractor agrees as follows:

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

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

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

The Contractor shall, in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, 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.

The Contractor shall send to each labor union or representative of workers with which the Contractor may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Contractor's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.

The Contractor shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Contractor during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.

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

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

The Contractor 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 or vendor.

A finding, as hereinafter provided, that a refusal by the Contractor or subcontractor to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

Withholding from the Contractor in violation all future payments under the involved contract until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract;  
Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;  
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 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.

**Prohibition on Kickbacks or Gratuities/Non-Gratuity.** The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

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.

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.

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.

**Declaration**

Under penalty of perjury, I declare that I have examined this Contractor Disclosure Form and all attachments to it, if applicable, and, to the best of my knowledge and belief all statements contained herein and in any attachments, if applicable, are true, correct and complete.

I certify that this offer is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for the same supplies, services, construction, or professional or consultant services, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of city, state and federal law and can result in fines, prison sentences, and civil damages awards. I agree to abide by all conditions of this solicitation and offer and certify that I am authorized to sign for this Respondent.

*Sign here if you are an individual:*

**Printed Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name) this** \_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

\_\_\_\_\_

Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

---

*Sign here if you are an authorized representative of a responding entity or partnership:*

**Printed Name of Entity or Partnership:** \_\_\_\_\_

**Signature of authorized representative:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_, **20**\_\_

**Subscribed and sworn to or affirmed by** \_\_\_\_\_ **(name), as the** \_\_\_\_\_ **(title) of** \_\_\_\_\_ **(entity or**  
**partnership name) this** \_\_\_ **day of** \_\_\_\_\_, **20**\_\_.

\_\_\_\_\_

Notary Public of \_\_\_\_\_(state)

My commission expires: \_\_\_\_\_

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## FORM 4

### Proponent Financial Disclosure

Instructions: It is necessary for the City to evaluate, verify, and understand the Proponent's financial capability and stability to undertake and perform the Services contemplated in this Solicitation. To accomplish this task, the Proponent must provide accurate and legible financial disclosures to the City as requested below.

A "Proponent" is an individual, entity or partnership submitting a proposal or bid in response to a Solicitation.

1. If the Proponent is an individual, financial disclosures for that individual must be provided.
2. If the Proponent is an entity or partnership, financial disclosures for that entity or partnership must be provided.
3. If the Proponent is a newly formed entity or partnership (formed within the last three years), financial disclosures for that entity or partnership must be provided together with full financial disclosure from the entity's or partnership's owners. Financial Disclosure includes a full response to all questions and requests for documentation listed in this **Form 4**.

For example, if the Proponent is a newly formed entity (formed within the last three years) made up of two separate entities (e.g., a majority interest owner and a minority interest owner), then financial disclosure is required from the Proponent entity, and financial disclosure is also required from each of the two owners (majority entity owner and minority entity owner) as well.

The Proponent (and its owners, if applicable) must submit hard copies of all financial disclosures in response to this **Form 4**.

**Part A - General Information:**

Name of the Proponent: \_\_\_\_\_

Name of individual, entity or partnership completing this Form: \_\_\_\_\_

Relationship of individual, entity or partnership completing this Form to the Proponent: \_\_\_\_\_

Contact information of individual, entity or partnership completing this Form: \_\_\_\_\_

Address \_\_\_\_\_

Phone Number(s) \_\_\_\_\_

Email: \_\_\_\_\_

**Part B: Financial Information:**

1. The Proponent, and its owners, if applicable, should demonstrate its financial capability and stability by selecting and providing documentation from one of the following three groups of requests (see below). Please circle which group, (a), (b), or (c), is selected and provide the supporting documentation with the proposal/bid.
  - (a) Financial statements for the three (3) most recent consecutive fiscal years, audited by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Statement of Cash Flows.
  - (b) Financial statements for the three (3) most recent consecutive fiscal years, either reviewed or compiled by a Certified Public Accountant (“CPA”), including:
    - (i) Income Statement;
    - (ii) Balance Sheet; and
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in **Exhibit D**, if applicable.
  - (c) Unaudited, self-prepared financial statements for the three (3) most recent consecutive fiscal years, including:
    - (i) Income Statement;
    - (ii) Balance Sheet;
    - (iii) Satisfactory proof of Proponent’s ability to obtain a Performance Bond for the amount described in **Exhibit D**, if applicable;
    - (iv) Two (2) banks or other institutional lenders’ references; and
    - (v) Dunn and Bradstreet report for the last two (2) years.

2. Fill in the blanks below to provide a summary of all of the Proponent's assets and liabilities for the three (3) most recent years (calculated from the date of the end of the fiscal year).

ALL FIGURES BELOW MUST BE REPRESENTED IN U.S. CURRENCY (\$).

Standard currency of Proponent's Financial Statements: \_\_\_\_\_

The exchange rate used: \_\_\_\_\_ = US \$ \_\_\_\_\_

Most recent three (3) years

	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (Thousands)	<u>Year: 20</u> (Thousands)
Current Assets	\$.....	\$.....	\$.....
Current Liabilities	\$.....	\$.....	\$.....
Property & Equip.	\$.....	\$.....	\$.....
Working Capital	\$.....	\$.....	\$.....
Sales/ Revenue	\$.....	\$.....	\$.....
Total Assets	\$.....	\$.....	\$.....
Total Liabilities	\$.....	\$.....	\$.....
Interest Charges	\$.....	\$.....	\$.....
Net Income	\$.....	\$.....	\$.....
Net-Worth	\$.....	\$.....	\$.....

3. Do you plan to use or require an open line of credit for the project? Yes or No.

If yes, the Proponent must provide the source of the line of credit on bank letterhead for the bank providing the line of credit. The bank contact information must include: contact name, title, address, telephone, fax and e-mail address.

**Declaration**

Under penalty of perjury, I declare that I have examined this Affidavit Disclosure form and all attachments to it, if applicable, and, to the best of my knowledge and belief, and all statements contained in it and all attachments, if applicable, are true, correct and complete.

Whether you are an individual executing this form or you are an authorized representative of an entity executing this form, the person signing below must sign or affirm in the presence of a Notary Public. The Notary Public's signature and seal must be provided, together with the date of the notarial act.

*Sign here if you are an individual:*

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name) this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)  
My commission expires: \_\_\_\_\_

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*Sign here if you are an authorized representative of a responding entity:*

Printed Name of Entity: \_\_\_\_\_

Signature of authorized representative: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_, 20\_\_

Subscribed and sworn to or affirmed by \_\_\_\_\_ (name), as the \_\_\_\_\_ (title) of \_\_\_\_\_ (entity name) this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public of \_\_\_\_\_ (state)  
My commission expires: \_\_\_\_\_

**FORM 5**

**Acknowledgment of Insurance and Bonding Requirements**

I, \_\_\_\_\_, on behalf of \_\_\_\_\_, Proponent, acknowledge that if selected as the successful Proponent for **FC-XXXX: Construction Management Services at H-JAIA**. Proponent shall comply completely and promptly with all insurance requirements contained in the Agreement attached to this Solicitation and appendices thereto, pertaining to insurance.

Proponent understands that it is expected to share these requirements with potential sureties and insurance brokers, agents, underwriters, etc. prior to any award of an Agreement and to take all necessary steps to ensure compliance with the applicable requirements without delay. Proponent understands, acknowledges and agrees that any failure to fully comply with these requirements within ten (10) days of the date Proponent receives a final Agreement document from the City may result in the forfeiture of the Proposal guarantee submitted with this Proposal and/or the disqualification of Proponent from further consideration for the Agreement.

By executing this Acknowledgement of Insurance Requirements, I represent that the Proponent understands and agrees to comply unconditionally with all requirements related to insurance contained in the Agreement attached to this Solicitation. Further, by signing below, I represent that I am authorized to make the representations contained herein on behalf of Proponent.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Corporate Proponent: [Insert Corporate Name]  _____  By: _____  Print Name: _____  Title: _____  _____ Corporate Secretary/Assistant Secretary (Seal)
--

Non-Corporate Proponent: [Insert Proponent Name]  _____  By: _____  Print Name: _____  Title: _____  _____ Notary Public (Seal) My Commission Expires: _____
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**FORM 7**

**Acknowledgment of Addenda**

Each Respondent must complete and submit an acknowledgement with its solicitation that it has received all Addenda issued for this solicitation. This form has been included and may be used to satisfy this requirement.

This is to acknowledge receipt of the following **Addenda** for **FC-8640, Construction Management Support Services at Hartsfield-Jackson Atlanta International Airport:**

None (Check if None)

1. \_\_\_\_\_;
2. \_\_\_\_\_;
3. \_\_\_\_\_; and
4. \_\_\_\_\_.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**Corporate Proponent:**  
**[Insert Corporate Name]**

**Non-Corporate Proponent:**  
**[Insert Proponent Name]**

\_\_\_\_\_

\_\_\_\_\_

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Title:** \_\_\_\_\_

\_\_\_\_\_  
**Corporate Secretary/Assistant  
Secretary (Seal)**

\_\_\_\_\_  
**Notary Public (Seal)  
My Commission Expires:**





**FORM 9**

**Client List**

Each Respondent must provide a list of at least three (3) references using the below-referenced format. The City is interested in reviewing references that are able to attest to a Proponent's performance ability and credibility in a particular industry or trade.

Reference:            Name  
                              Address  
                              City, State, Zip  
                              Phone  
                              Fax

Project Title:

Contact Person: \_\_\_\_\_  
Direct Telephone: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Date(s) of Project: \_\_\_\_\_

Description of Services:

Total Amount of Contract Including Change Orders:

Proponent's Role and Responsibilities:

Current Completion Status:

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*(Use the Same Format to Provide the Additional References)*



# PART 5: SERVICES AGREEMENT

**MASTER PROFESSIONAL SERVICES AGREEMENT – CONSTRUCTION MANAGEMENT SUPPORT SERVICES;  
CONTRACT NO. FC-8640**

This Master Professional Services Agreement (“Services Agreement”) is entered into and effective as of \_\_\_\_\_ (the “Effective Date”) between the City of Atlanta (“City”) and the service provider (“Consultant”) set forth below.

<b>Services Agreement Name: Construction Management Support Services</b>	<b>Services Agreement No. FC-8640</b>
<b>Consultant</b>	<b>City of Atlanta</b>
<b>Name:</b>	<b>Using Agency:</b>
<b>Address:</b>	<b>Address:</b>
<b>Phone:</b>	<b>Phone:</b>
<b>Fax:</b>	<b>Fax:</b>
<b>Authorized Representative:</b>	<b>Authorized Representative: Franklin Rucker, P.E. Assistant Aviation General Manager</b>

**1. Background.**

1.1 The City desires to obtain from Consultant the services (“Services”) described generally on **Exhibit A**, attached, and as further described on task orders (individually, a “Task Order” and, collectively, the “Task Orders”), which may be executed from time to time. Consultant shall not provide any services except as specifically provided in a Task Order.

1.2 Each Task Order shall specify a maximum payment amount (the “Task Order Maximum Payment Amount”) applicable to the Services to be performed under such Task Order.

1.3 In addition to containing a Task Order Maximum Payment Amount, each Task Order may contain Services phases for the particular project contemplated by the Task Order, specific budgets applicable to such Services phases, fully burdened hourly billing rates applicable to Consultant/subconsultant personnel providing Services under the Task Order (in addition to those set forth on **Exhibit A.2**), specific reimbursable/non-reimbursable expenses subject to payment/non-payment under the Task Order or other items/categories/components concerning compensation payable/non-payable under the applicable Task Order. The City, or its designated representative, in administering the Task Order, may unilaterally or bilaterally make changes to any of those compensation components attributable to a Task Order by issuing appropriate documentation of such changes, including the use of a Change Document (hereafter defined) pursuant to the City’s Code of Ordinances.

1.4 The City makes no representations or warranties about the quantity of Services that will be requested or Charges that will be paid under this Services Agreement. Any quantity of Services or amount of Charges set forth in this Services Agreement is an estimate only.

## **2 Term.**

2.1 Initial Term. The initial term of this Services Agreement will be five (5) years. This Services Agreement shall commence on the Effective Date and end on five (5) years from the Effective Date. The initial term of the Services Agreement and any renewal term(s) are collectively referred to as the “Term”.

2.2 Renewal Terms. The City shall have the right in its sole discretion to renew this Services Agreement for two (2) additional five (5) year term according to the following procedure:

2.2.1 If the City desires to exercise an option to renew, it will submit legislation authorizing such renewal for consideration by City’s Council and Mayor prior to the expiration of the prior Term. The legislation will establish that the date of such renewal will be the day immediately following the expiration day of the prior Term;

2.2.2 If such legislation is enacted, within thirty (30) days of such enactment, the City will notify Consultant of such renewal, at which time Consultant shall be bound to provide Services during such renewal Term, without the need for the Parties to execute any further documents evidencing such renewal, it being acknowledged by Consultant that its initial execution of this Services Agreement is deemed its Services Agreement to continue to provide Services during any renewal Term.

## **3 Interpretation.**

3.1 All capitalized terms used in this Services Agreement shall have the meanings ascribed to them in the Services Agreement Documents and on **Exhibit C** attached hereto. If there is a conflict between any of the Services Agreement Documents, precedence shall be given in the following order:<sup>3</sup>

1. Change Order(s)
2. Applicable Task Order
3. Services Agreement
4. Exhibit A: General Scope of Services
5. Exhibit A.1: Compensation
6. Exhibit A.2: Employee Classifications / Actual Billing Rates
7. Exhibit B: Authorizing Legislation
8. Exhibit C: Definitions
9. Exhibit D: Insurance Requirements

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<sup>3</sup> For purposes of this provision, authorized changes to an item in the order of precedence pursuant to a Change Document take precedence over the particular item changed.

10. Exhibit D.1: Form Payment Bonds
11. Exhibit E: Dispute Resolution Procedures
12. Exhibit F: Airport Access, Security and Safety Measures
13. Appendix A - Office of Contract Compliance Requirements
14. Appendix B - [RESERVED]
15. Appendix C – Illegal Immigration Reform and Enforcement Act Affidavits

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

## **5** **Services**

5.1 Description of Services. Consultant agrees to provide to City the Services per this Services Agreement and each Task Order. Each Task Order will include the following: (a) a reference to this Services Agreement; (b) the Task Order Commencement Date and, if applicable, the period of time during which the Services will be provided; (c) a description of the Services to be provided; (d) the amounts payable and payment schedule for the Services; and (e) any additional provisions applicable to the Services. No Task Order will become effective until it has been executed by an authorized representative of Consultant and City. If any services to be performed are not specifically included in a Task Order, but are reasonably necessary to accomplish the purpose of the Task Order, they will be deemed to be implied in the scope of the Services for that Task Order to the same extent as if specifically described in such Task Order.

5.2 Resources. Unless otherwise expressly provided in this Services Agreement, all equipment, software and Consultant Personnel required for the proper performance of Services shall be furnished by and be under the control of Consultant. Consultant shall be responsible, at its sole cost, 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 Services Agreement or any Task Order issued under the Services Agreement, whether such changes involve an increase in the Task Order Maximum Payment Amount or not. Changes in Services or other aspects of this Services Agreement shall be made by written document (“Change Document” or “Unilateral Change Document”).<sup>4</sup> All changes shall 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 Services Agreement or any Task Order issued under this Services Agreement include, but are not limited to:

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<sup>4</sup> Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

5.3.2.1 Change Documents to the Services Agreement involving an increase to the Task Order Maximum Payment Amount executed between City and Consultant which may or may not require legislative approval under Code Section 2-1292;

5.3.2.2 Change Documents to the Services Agreement or any Task Order issued under the Services Agreement involving no increase to the Task Order Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Task Order Maximum Payment Amount executed between City and Consultant pursuant to Code Section 2-1292(d); and

5.3.2.3 Unilateral Change Documents to the Services Agreement or any Task Order issued under the Services Agreement issued by City pursuant to Code Section 2-1292(d) involving no increase to the Task Order Maximum Payment Amount, changes in the value of the Charges or changes in the terms of amounts of compensation under the Task Order Maximum Payment Amount.

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

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

5.3.4 Consultant may, without receiving any Change Request, on its own submit a Proposed Change Document describing its own proposed requested change to the Services Agreement or any Task Order issued under the Services Agreement.

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

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

If City and Consultant 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). Nothing in this Services Agreement shall, in the event of disagreement between City and Consultant concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Consultant, pursuant to Code Section 2-1292(d), and City and Consultant agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit E**. During the pendency of such dispute, Consultant shall continue to perform the Services, as changed by such Unilateral Change Document.

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

## **6 Consultant's Obligations.**

6.1 Consultant Personnel. Consultant shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Consultant Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services. This requirement shall be active throughout the entire term of this contract.

6.2 Consultant Authorized Representative. Consultant designates Consultant Authorized Representative named on page 1 of this Services Agreement ("Consultant Authorized Representative") and, such Person shall: (a) be a project executive and employee within Consultant's organization, with the information, authority and resources available to properly coordinate Consultant's responsibilities under this Services Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Consultant; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.

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

6.4 Removal of Personnel Assigned to City Services Agreement. Within a reasonable period, but not later than seven (7) days after Consultant's receipt of notice from City that the continued assignment to the City Services Agreement of any Consultant Personnel is not in the best interests of City, Consultant shall remove such Consultant Personnel from City's Services Agreement. Consultant will not be required to terminate the employment of such individual. Consultant will assume all costs associated with the replacement of any Consultant Personnel. In addition, Consultant agrees to remove from City's Services Agreement any Consultant Personnel who has engaged in willful misconduct or has committed a material breach of this

Services Agreement immediately after Consultant becomes aware of such misconduct or breach.

6.5 Subcontracting. Unless specifically authorized in this Services Agreement or an applicable Task Order, Consultant will not enter into any Services Agreement with or delegate any Services to any Third Party, including but not limited to subconsultant(s), without the prior written approval of City, which City may withhold in its sole discretion. If Consultant subcontracts any of the Services, Consultant shall: (i) be responsible for the performance of Services by the subconsultants; (ii) remain City’s sole point of contact for the Services; and (iii) be responsible for the payment of any subconsultants.

6.6 Key Consultant Personnel and Key Subconsultants.

6.6.1 The following Persons are identified by Consultant as Key Consultant Personnel under this Services Agreement:

- CMSS Director
- Area Construction Manager CPTC;
- Area Construction Manager Parking;
- Area Construction Manager Airside, Landside, Cargo and Facilities;
- Estimating / Cost Manger;
- Chief Scheduler; and
- CMSS Safety Manager.

6.6.2 The following Persons are identified by Consultant as Key Subconsultants under this Services Agreement:

- \_\_\_\_\_;
- \_\_\_\_\_; and
- \_\_\_\_\_.

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

6.6.4. Consultant shall not transfer, reassign or replace any Joint Venture partners during the term of this Services Agreement without prior written approval from City. Consultant must provide City Authorized Representative with its Joint Venture Agreement, including all updates, additions and changes thereto.

6.7 Conflicts of Interest. Consultant shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Services Agreement. City shall 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.

6.7.1 Prohibition on Future Contracts: Neither the Consultant nor any of its constituent member firms is eligible to perform any other services for the Department of Aviation without written approval from the Assistant Aviation General Manager for Planning & Development. Any subconsultants or subcontractors hired by the Consultant may perform other services as determined by the City. Subconsultants/subcontractors are required to submit a written request to the Department of Aviation's Assistant Aviation General Manager or his designee in order to receive the determination.

6.8 Commercial Activities. Neither Consultant nor any Consultant Personnel shall establish any commercial activity, issue concessions, or permits of any kind to Third Parties for establishing any activities on City property.

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

7.1 Designation and Authority. City designates the City Authorized Representative named on page 1 of this Services Agreement (the "City Authorized Representative") who shall: (a) serve as primary interface and the single-point of communication for the provision of Services; (b) have day-to-day responsibility to address issues relating to this Services Agreement; and (c) to the extent provided under the Code, have the authority to execute any additional documents or changes on behalf of City.

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

## **8 Payment Procedures.**

8.1 General. City will not be obligated to pay Consultant any amount in addition to the Charges set forth in an applicable Task Order for Consultant's provision of the Services. Consultant Personnel hourly billing rates, reimbursable expenses and other compensable items

under this Services Agreement and issued Task Orders are set forth on **Exhibit A.1** Compensation.

8.2 Invoices. Consultant shall prepare and submit to City invoices for payment of all Charges in accordance with the applicable Task Order. Each invoice shall be in such detail and in such format as City may reasonably require. To the extent not set forth in a Task Order, Consultant shall invoice City monthly for Services rendered.

8.3 Taxes. The Charges are inclusive of all taxes, levies, duties and assessments (“Taxes”) of every nature due in connection with Consultant’s performance of the Services. Consultant is responsible for payment of such taxes, licenses and permits to the appropriate governmental authority. If Consultant is refunded any Tax payments made relating to the Services, Consultant shall remit the amount of such refund to City within forty-five (45) days of receipt of the refund.

8.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Task Order Maximum Payment Amount for all Services under the applicable Task Order.

8.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice.

8.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Consultant 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 Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.

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

8.8 Payment of Other Persons. Prior to the issuance of final payment from City, Consultant shall certify to City in writing, in a form satisfactory to City, that all subconsultants, materialmen, suppliers and similar firms or persons engaged by Consultant in connection with this Services Agreement have been paid in full or will be paid in full utilizing the monies constituting final payment to Consultant.

**9 Consultant Representations and Warranties**. As of the Effective Date and continuing throughout the Term and any subsequent Task Order performance period, Consultant warrants to City that:

9.1 Authority. Consultant 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 Services

Agreement. Consultant has all necessary power and authority to enter into and perform its obligations under this Services Agreement, and the execution and delivery of this Services Agreement and the consummation of the transactions contemplated by this Services Agreement have been duly authorized by all necessary actions on its part. This Services Agreement constitutes a legal, valid and binding obligation of Consultant, enforceable against it in accordance with its terms. No action, suit or proceeding in which Consultant is a party that may restrain or question this Services Agreement or the provision of Services by Consultant is pending or threatened.

9.2 Professional Standards. The Services 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 services similar to the Services.

9.3 Conformity. The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall conform in all material respects to the description of such Services in the Services Agreement Documents, including the relevant Task Order.

9.4 Materials and Equipment. Any equipment or materials provided by Consultant shall 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, shall be free of any defect in design or workmanship and shall be of merchantable quality and fit for the purposes for which they are intended.

9.5 Intellectual Property Rights. None of the processes or procedures utilized by Consultant to fulfill its obligations hereunder, nor any of the materials and methodologies used by Consultant in fulfilling its obligations hereunder, nor any of the Services or Work Product shall infringe any Third Party's Intellectual Property Rights or privacy, publicity or other rights.

## **10 Compliance with Laws.**

10.1 General. Consultant and its subconsultants will perform the Services in compliance with all Applicable Laws

10.2 City's OCC Programs. Consultant shall comply with **Appendix A** and any applicable City OCC programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

10.3 Consents, Licenses and Permits. Consultant will be responsible for, and the Charges shall include the cost of obtaining, maintaining and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals and permits required of Consultant in performing Services and complying with this Services Agreement.

## **11 Confidential Information.**

11.1 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 Services Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws 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, Consultant 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 Services Agreement.

11.2 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 shall 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 shall be applicable to information that one Party deems to be Confidential Information but the other Party does not.

## **12 Work Product.**

12.1 Except as otherwise expressly provided in this Services Agreement, all reports, information, data, specifications, formulas, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Consultant or any of its subconsultants exclusively for the City under this Services Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Consultant's or its subconsultants' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Consultant and its subconsultants grant the City a non-

exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product exclusively developed for City under this Services Agreement.

12.2 If any of the Work Product is determined not to be a work made for hire, Consultant 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 Consultant has any rights to the Work Product that cannot be assigned to City, Consultant 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.

12.3 City shall 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.

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

12.5 Without any additional cost to City, Consultant Personnel shall 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.

### **13 Audit and Inspection Rights.**

#### **13.1 General.**

13.1.1 Consultant will provide to City, and any Person designated by City, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Services Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine Consultant's performance of the Services; (c) monitor compliance with the terms of this Services Agreement; and (d) any other matters reasonably requested by City. Consultant shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

13.1.2 All audits and inspections will be conducted during business hours (except with respect to Services that are performed during off-hours).

13.1.3 Consultant shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

13.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Consultant, Consultant shall promptly refund such overpayment and Consultant shall 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 Consultant.

13.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Services Agreement; (b) the date that all pending matters relating to this Services 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, Consultant 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 Services Agreement.

#### **14 Indemnification by Consultant.**

14.1 General Indemnity. Consultant shall 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:

14.1.1 Consultant's or Consultant Personnel's performance, non-performance or breach of this Services Agreement and/or any corresponding Task Order(s);

14.1.2 compensation or benefits of any kind, by or on behalf of Consultant Personnel, or any subconsultant, claiming an employment or other relationship with Consultant or such subconsultant (or claiming that this Services Agreement creates an inherent, statutory or implied employment relationship with City or arising in any other manner out of this Services Agreement or the provision of Services by such Consultant Personnel or subconsultant);

14.1.3 any actual, alleged, threatened or potential violation of any Applicable Laws by Consultant or Consultant Personnel, to the extent such claim is based on the act or omission of Consultant or Consultant Personnel, excluding acts or omissions by or at the direction of City;

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

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

14.2 Intellectual Property Indemnification by Consultant. Consultant shall 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 Consultant (or any Consultant agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services, or any of the Services themselves, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Services provided by Consultant hereunder is held to constitute, or in Consultant's reasonable judgment is likely to constitute, an infringement or misappropriation, Consultant 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 Services; (B) replace such processes, procedures, Work Product, materials, methodologies or Services with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Services; (C) modify such processes, procedures, Work Product, materials, methodologies or Services, or have such processes, procedures, Work Product, materials, methodologies or Services 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 Services; or (D) create a feasible workaround that would not have any adverse impact on City.

## 15 Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE SERVICES AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE **SECTION ENTITLED "INDEMNIFICATION BY CONSULTANT"** AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, 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 SERVICES 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.

15.2 Exceptions to Limitations. The limitations set forth in the immediate **subsection** shall 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 entitled “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.

**16** Insurance Requirements. Consultant shall comply with the insurance requirements set forth on **Exhibit D**.

**17** Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Services 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 Services Agreement, in whole or in part, without penalty or further obligation or liability of City.

**18** Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Consultant, terminate this Services Agreement or any Task Order:

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

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

18.1.3 immediately upon written notice for numerous breaches of the Services Agreement Documents by Consultant that collectively constitute a material breach or reasonable grounds for insecurity concerning Consultant’s performance; or

18.1.4 immediately for engaging in behavior that is dishonest, fraudulent or constitutes a conflict of interest with Consultant’s obligations under this Services Agreement or is in violation of any City Ethics Ordinances.

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Services Agreement is terminated by City pursuant to the above **subsection** entitled

**“Termination by City for Cause”**, Consultant will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any Services Agreement awarded to other Persons for completion. If City improperly terminates this Services Agreement for cause, the termination for cause will be considered a termination for convenience in accordance with the provisions of the Section entitled **“Termination by City for Convenience”**.

18.3 Termination by City for Insolvency. City may terminate this Services Agreement immediately by delivering written notice of such termination to Consultant if Consultant: (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.

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

18.5 Effect of Termination. Unless otherwise provided herein, termination of this Services Agreement, in whole or in part and for any reason, shall 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 Services Agreement, at law or in equity. Upon termination of this Services Agreement, Consultant shall immediately: (i) discontinue Services 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 Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other Services Agreements existing for performance of the terminated Services, or assign those Services Agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of

the terms and conditions of this Services Agreement any portion of the Services that are not terminated.

## **19 Dispute Resolution.**

19.1 All disputes under the Services Agreement Documents or concerning Services shall be resolved under this Section and Exhibit E. Both Parties shall continue performing under this Services Agreement while the Parties are seeking to resolve any such dispute unless, during that time, this Services Agreement or any Task Order in dispute is terminated or expires. A dispute over payment will not be deemed to preclude performance by Consultant.

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

19.3 Jurisdiction and Venue. The Parties hereby submit and consent to the exclusive jurisdiction of the state courts of Fulton County, Georgia or in the United States District Court for the Northern District of Georgia and irrevocably agree that all actions or proceedings relating to this Services 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 court.

19.4 Equitable Remedies. The Parties agree that, notwithstanding the provisions of this Section, 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 shall be entitled to appropriate equitable relief in addition to whatever remedies it might have at law.

## **20 General.**

20.1 Notices. Any notices under this Services Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Services Agreement and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

20.2 Waiver. Any waiver by the Parties or failure to enforce their rights under this Services Agreement shall be deemed applicable only to the specific matter and shall not be deemed a waiver or failure to enforce any other rights under this Services Agreement, and this Services Agreement shall continue in full force and effect as though such previous waiver or failure to enforce any rights had not occurred. No supplement, modification, amendment or

waiver of this Services Agreement will be binding on City unless executed in writing by the City Authorized Representative.

20.3 Assignment. Neither this Services 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 shall be void ab initio.

20.4 Publicity. Consultant shall not make any public announcement, communication to the media, take any photographs or release any information concerning City, the Services or this Services Agreement without the prior written consent of City.

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

20.6 Further Assurances. Each Party shall provide such further documents or instruments required by the other Party as may be reasonably necessary to give effect to this Services Agreement.

20.7 No Drafting Presumption. No presumption of any Applicable Law relating to the interpretation of contracts against the drafter shall apply to this Services Agreement.

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

20.9 Independent Consultant. Consultant is an independent consultant of City and nothing in this Services Agreement shall be deemed to constitute Consultant 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.

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

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

20.12 Entire Services Agreement. The Services Agreement Documents contain the entire Services Agreement of the Parties relating to their subject matter and supersede all previous communications, representations or Services Agreements, oral or written, between the Parties with respect to such subject matter. This Services Agreement may only be amended or modified by a writing executed by each Party's authorized representative and each such writing shall be deemed to incorporate the Services Agreement Documents, except to the

extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONSULTANT MAY NOT UNILATERALLY AMEND OR MODIFY THIS SERVICES 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.

20.13 Unauthorized Goods or Services. Consultant acknowledges that this Services Agreement and any changes to it by amendment, modification, change order or other similar document may have required or may require the legislative authorization of the City's Council and approval of the Mayor. Under Georgia law, Consultant is deemed to possess knowledge concerning the City's ability to assume contractual obligations and the consequences of Consultant's provision of goods or services to the City under an unauthorized contract, amendment, modification, change order or other similar document, including the possibility that Consultant may be precluded from recovering payment for such unauthorized goods or services. Accordingly, Consultant agrees that if it provides goods or services to the City under a contract that has not received proper legislative authorization or if Consultant provides goods or services to the City in excess of the any contractually authorized goods or services, as required by the City's Charter and Code, the City may withhold payment for any unauthorized goods or services provided by Consultant. Consultant assumes all risk of non-payment for the provision of any unauthorized goods or services to the City, and it waives all claims to payment or to other remedies for the provision of any unauthorized goods or services to the City, however characterized, including, without limitation, all remedies at law or equity.

20.14 Standards of Performance; Applicable To Services. Consultant agrees that the services provided herein shall conform to the professional standards of care and practices customarily expected of professional program management firms engaged in performing comparable work, that the Personnel furnishing the Services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendation, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment to the extent required by applicable law.

## **21 State Law Requirements.**

21.1 Illegal Immigration Reform and Enforcement Act. Pursuant to O.C.G.A. 13-10-91 et seq., Consultant is required to execute the Consultant Affidavit, attached hereto as Form 1 and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

## **22 City of Atlanta Code Requirements.**

22.1 Consultant Required to Certify Prompt Payment of Subconsultants and Suppliers. The Consultant shall certify in writing that all subconsultants and suppliers have been paid promptly for work and materials from previous progress payments received (less any retainage) by the Consultant prior to receipt of any further progress payments. Consultant is required to

pay subconsultants or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

22.2 Consultant Required to Certify Satisfaction of all Underlying Obligations. Before final payment is made to Consultant by the City, the Consultant shall certify to the City in writing, in a form satisfactory to the City, that all subconsultants, 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 Consultant by the City or will be paid in full utilizing the monies constituting final payment to the Consultant.

22.3 Contingent Fees Prohibited. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this contract; and that the Consultant has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Consultant, 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.

22.4 Prohibition against Contracting with Predatory or High Cost Lenders. By signing below, the Consultant, 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 Consultant an affiliate of a predatory lender or a high cost lender, as defined by City of Atlanta Code Section 58-102. The undersigned Consultant, or authorized agent, further certifies that he/she is an agent duly authorized to sign this certification on behalf of the Consultant.

22.5 Prohibition on Kickbacks or Gratuities. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or 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 therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subconsultant under a contract to the prime Consultant or higher tier subconsultant or any person associated therewith as an inducement for the award of a subcontract or order.

22.6 Fraud and misrepresentation. Any written or oral information provided by Consultant directly or indirectly related to the performance of the services required by this Agreement, constitutes material representations upon which the City relies for the requirements of the Agreement and compliance with local, state and federal laws, rules and regulations. Consultant agrees to notify the City immediately of any information provided to the City that it knows and/or believes to be false and/or erroneous and immediately provide correct information to the City and take corrective action. Consultant further agrees to notify the City immediately of any actions or information that it believes would constitute fraud or misrepresentation to the City in performance of this Agreement, whether or not such information actually constitutes fraud and/or misrepresentations, by contacting the Integrity Line 1-800-884-0911. Consultant agrees to place signage provided by the City regarding the Integrity Line at the location to which Consultant's employees report to perform the services required by this Agreement. Consultant acknowledges and agrees that a finding of fraud or other impropriety on the part of the Consultant or any of its subconsultants may result in suspension or debarment of the Consultant; and the City may pursue any other actions or remedies that the City may deem appropriate. Consultant agrees to include this clause in its subcontracts and take appropriate measures to ensure compliance with this provision.

22.7 Equal Employment Opportunity (EEO) Provision. All bidders or offerors will be required to comply with sections 2-1200 and 2-1414 of the City of Atlanta Code of Ordinances, as follows: During the performance of the agreement, the Consultant agrees as follows:

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

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

The Consultant 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) The Consultant shall, in all solicitations or advertisements for employees, placed by or on behalf of the Consultant, 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) The Consultant shall send to each labor union or representative of workers with which the Consultant may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Consultant's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (d) The Consultant shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Consultant during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The Consultant shall take such action with respect to any subconsultant as the 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 Consultant becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Consultant or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (f) The Consultant and its subconsultants, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Consultant and its subconsultants.
- (g) The Consultant 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 subconsultant or vendor.
- (h) A finding, as hereinafter provided, that a refusal by the Consultant or subconsultant to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:

- (1) Withholding from the Consultant in violation all future payments under the involved contract until it is determined that the Consultant or subconsultant is in compliance with the provisions of the contract;
- (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Consultant or subconsultant demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
- (3) Cancellation of the public contract;
- (4) 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 applicable law, of Consultants, subconsultants or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

[SIGNATURES ON NEXT PAGE]

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

<p><b>Owner:</b></p> <p><b>City of Atlanta</b></p> <hr/> <p><b>Mayor</b></p> <hr/> <p><b>Municipal Clerk (Seal)</b></p> <p><b>Approved:</b></p> <hr/> <p><b>Aviation General Manager</b></p> <hr/> <p><b>Assistant Aviation General Manager</b></p> <hr/> <p><b>Chief Procurement Officer</b></p> <p><b>Approved as to form:</b></p> <hr/> <p><b>Senior Assistant City Attorney</b></p>	<p><b>Consultant:</b></p> <p><b>Signature:</b> _____</p> <p><b>Name:</b> _____</p> <p><b>Title:</b> _____</p> <hr/> <p><b>Corporate Secretary/Assistant Secretary (Seal)</b></p>
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# **EXHIBIT A: GENERAL SCOPE OF SERVICES**

**EXHIBIT A**  
**GENERAL SCOPE OF SERVICES**

**1.0 BACKGROUND**

Consultant will provide, on an as-needed basis, professional Construction Management Support Services (CMSS) for various Department of Aviation (DOA) projects as broadly described in 2.0 Program Summary below. Hartsfield-Jackson Atlanta International Airport (H-JAIA) is the world’s busiest airport, serving international and domestic markets around the globe. H-JAIA is owned by the City of Atlanta and operated by the Department of Aviation.

H-JAIA is located 10 miles from downtown Atlanta on approximately 4,700 acres. The airport’s corporate boundaries reach into the political jurisdictions of unincorporated Clayton County, unincorporated Fulton County, and the cities of College Park, East Point, Hapeville, and Atlanta. H-JAIA has consistently ranked as one of the highest rated large airports in North America for airport performance and customer service, and highest rated in the world for its efficiency.

H-JAIA is home to the largest, single airline hubbing operation (Delta Air Lines) in the world. The Central Passenger Terminal Complex (CPTC) currently has approximately 6.8 million square feet of facilities including the domestic terminal, international terminal, and seven (7) concourses with 157 domestic gates and 40 international gates, which are all served by a central, underground Automated People Mover (APM) system and pedestrian mall.

Over 200 concessions, including food and beverage, retail shops, and business services are located throughout the CPTC. The current concessions upgrade program is 90% complete with approximately 150 new stores opened within the last two years.

Currently, 24 passenger airlines and 16 all-cargo airlines serve H-JAIA. The airfield consists of 5 parallel runways measuring between 9,000 and 12,390 feet long. The airfield totals approximately 5,000,000 square yards of pavement. The airport provides more than 30,000 public parking spaces, 14,500 of those spaces in parking decks. Upon the opening of the new international terminal an additional 3,000+ parking spaces were added.

A Metropolitan Atlanta Rapid Transit Authority (“MARTA”) rail station, measuring 5,300 square feet, provides rapid rail service to the City of Atlanta as well as areas of DeKalb and Fulton Counties. The station is located inside the airport terminal on the west end.

Cargo facilities for the Airport are located in three main complexes (North, Midfield, and South Cargo Complexes), and include a perishables and equine complex. The total on-airport cargo warehouse space totals approximately 2,000,000 square feet.

Additionally, the Rental Car Center (a consolidated rental car facility) is connected to the terminal via an elevated people mover system named the ATL SkyTrain. The 67.5 acre facility houses all rental car company operations and vehicles. The rental car center includes two four-story parking decks, more than 8,700 parking spaces and a 137,000 square foot customer service center. The rental car center currently accommodates 13 rental car agencies.

## **2.0 PROGRAM SUMMARY**

In 1999, DOA completed an airport master plan. This master plan resulted in creation of a capital improvement program. The City and the carriers serving H-JAIA entered into a Majority-In-Interest Agreement that outlined a \$5.4B Capital Improvement Program (1999 Program) to fund and construct facility improvements through 2015. The major projects completed under the 1999 Program have included Runway 10-28, the Consolidated Rental Car Center, the nation's tallest control tower, and the Maynard H. Jackson, Jr. International Terminal. Other significant projects have included multiple upgrades to the CPTC, airfield pavement replacements, taxiway additions and upgrades to outbuildings.

As of June 2014, approximately 95% of the authorized funding under the 1999 Program had been expended. Approximately \$175M of that program remain to be expended from now until 2016.

As the 1999 Program has moved toward completion, other non-Program projects have been identified and are in various stages of planning, design or construction. The current Construction Management team continues to provide project management services on the 1999 Program projects and Construction management support services on all of DOA's 1999 Program and non-Program projects.

In 2012, DOA began a new master plan study to identify the airport's capital program needs through 2035. Some of the key findings to date in this planning process include:

- Forecast of 120 million annual passengers and 1,075,300 operations in the year 2031
- A deficit of 33 gates by 2031
- Delays of up to an average of 25 minutes per operation during poor weather conditions by 2031 and a desire to confirm how a sixth runway could improve overall airfield efficiency.
- A significant near term deficit of public and employee parking
- A need to expand air cargo capabilities
- A desire to add additional end around taxiways where feasible

In addition to the capital improvements being identified in the master plan, a concurrent effort has been underway to identify a renewal and replacement program for the airport's approximately \$7B worth of existing assets. DOA has used a combination of programmed databases and detailed field assessments to tabulate the most likely facility replacement or upgrades required in each year for the next 20 years. On average, the identified budgetary need for renewal and replacement projects easily exceeds \$40M annually.

Although there is no approved/authorized program to date of projects to be initiated beyond FY 2015, there is a likelihood of projects over the next 10-15 years to include some of, but not limited to the following:

- Relocated west turnback of the PlaneTrain
- Modifications to security checkpoints and TSA screening systems
- Improvements and modifications to Concourse D holdrooms
- Terminal and Concourse Modernization Program, to include improved lighting, architecture, MEP systems, and amenities to the Domestic Terminal and Concourses T-D
- Various runway and taxiway pavement removals and replacements
- New public parking garages and pedestrian bridges
- Expanded employee parking lots
- Renewed or replaced and additional air cargo facilities
- Noise insulation program projects
- Outbuilding renewal and replacement projects
- End around taxiway(s)
- Runway extensions
- Cell phone lots, travel plazas and relocated taxi assembly areas
- Energy park/composting facility and numerous other sustainability projects, such as vehicle charging stations and solar farms to meet the 2020 goals as identified the airport's Sustainability Master Plan
- Site preparation for a future runway
- Repairs, replacements and improvements of airport roads and parking lots
- Multiple roof replacement projects
- Conversion of Gate F3 to accommodate the A380
- Concourse T extension with enabling works
- Interior and exterior signage improvements
- Replacement of passenger boarding bridges
- Storm and sanitary sewer upgrades
- Airfield electrical upgrades
- Airline support facilities

### **3.0 STANDARDS OF PERFORMANCE; APPLICABLE TO SERVICES**

CMSS team agrees that the Services provided herein shall conform to the professional standards of care and practices customarily expected of professional Construction management firms engaged in performing comparable work, with the Applicable Law, that the Personnel furnishing the Services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendation, guidance and performance of such personnel shall reflect such standards of professional knowledge and judgment to the extent required by Applicable Law.

### **4.0 PROJECT TEAM**

4.1 The City believes that the essential characteristic of a Consultant is its ability to work with the DOA and others as a team. The City's projects are essential to the operation of the Airport and must be completed within specific time frames and budget requirements.

4.2 The Department of Aviation's Planning & Development organization has the responsibility for the implementation and management of the Capital Improvement Program at Hartsfield-Jackson Atlanta International Airport. Planning and Development is supplemented by a variety of Consultant firms who assist in managing projects through the Planning, Design, and Construction phases. During the term of the Contract, the Consultant will report to the DOA's Planning & Development team and their Designated Representatives and interact with a variety of DOA consultants such as architects, design engineers, planners, and Contractors, including but not be limited to DOA's Program Management Support Services (PMSS) consultant.

### **5.0 BASIC SERVICES**

5.1 The City of Atlanta will select a Construction Management Support Services (CMSS) team that will provide support to the DOA. This team will be separate from the PMSS Consultant and various design and engineering Consultants. The CMSS team shall monitor the overall control and progression of the construction work to facilitate completion of each construction project within the construction budget and schedule of the project.

5.2 The CMSS's designated Director/authorized representatives (and other staff members as required) shall be assigned to the project on a full-time basis and work out of the DOA P&D offices located at the airport. The CMSS Director will report directly to the Assistant General Manager and work with Directors of the assigned area within the Bureau Planning and Development of the Department of Aviation.

5.3 The Construction Management Support Services consists of the following basic services:

5.3.1 **Construction Management.** Assists with the overall successful delivery of the Capital Improvement Program (CIP). CMSS team will assist in the coordination of activities to insure the goals and objectives are accomplished within a prescribed time frame and funding parameters, while ensuring safety, promoting diversity, and delivering scope as outlined by the Program;

5.3.1.1 Provide the Construction Management Team with construction policies and procedures to be used in managing projects during the construction phase, and assign resources to each project. These policies and procedures shall be updates of the ones currently in use and revision shall be closely coordinated with the PMSS team.

5.3.1.2 Support DOA, The City's Bureau of Purchasing and Real Estate and the PMSS team by participating in pre-bid, pre-award and pre-construction meetings. Coordinate pre-construction meetings to acquaint construction contractors with project stakeholders, applicable procedures for interfaces, airport security requirements, and guidelines for early submittal requirements and mobilization efforts.

5.3.1.3 Issue field orders as necessary to project contractors, monitor all construction contracts on all projects, and monitor tenant projects as requested.

5.3.1.4 Coordinate with Contractor(s) and City Building Department

5.3.1.5 When building inspectors visit the project during construction and at the time of inspection for certificates of occupancy.

5.3.1.6 Provide shop drawing review indicating whether shop drawings are in general compliance and forward shop drawings to the designer for review. Maintain a shop drawing and sample file and log for each project.

5.3.1.7 Provide training to Resident Engineers, Inspectors, Office Engineers, safety personnel and other field personnel as

required to perform the work and/or maintain certifications.

- 5.3.1.8 Maintain complete responsibility for the selection, negotiation, and management of any approved contracts and amendments for those approved sub-consultants contracted directly with the Construction Management Team.
- 5.3.1.9 Oversee the daily activities and workload of all construction management team. Review all correspondence issued, review and approve timesheets, and review the QA/QC progress reports.
- 5.3.1.10 Provide performance evaluations, as requested, on all contractors that are working for the City.
- 5.3.1.11 Monitor construction to identify and report to the PMSS team variances between actual costs and approved budgets, and identify potential cost overruns.
- 5.3.1.12 Implement program policies and procedures during the construction phase of the work.
- 5.3.1.13 Provide on-site inspections of the projects to ensure contractor compliance with their contract specifications.
- 5.3.1.14 Provide claims avoidance management and claims management as requested. This could include the review of design and construction contract claims and change orders, evaluating the basis for claims and disputes, analyzing claim amounts and participating in settlement negotiations. Maintain a claim register indicating current status of each and recommend appropriate actions to the Project Manager.
- 5.3.1.15 Provide technical assistance to Contractors in the construction submittal, Request-for-Information (RFI) and contract modification processes.
- 5.3.1.16 Review final operations and maintenance submittals for conformance to the Service Agreement Documents and provide final recommendations for approval of all O & M related documents. Collect and maintain all documents, manuals, and warranties for turnover to the City.

- 5.3.1.17 Coordinate and monitor facility / equipment start-up planning and operational tests; coordination of new facility occupancy; and new facility / equipment training of DOA and/or Contractor/tenant personnel.
  - 5.3.1.18 Coordinate DOA and/or Contractor/tenant maintenance personnel witnessing of start-ups.
  - 5.3.1.19 Arrange for corrections of any deficiencies through contractors and develop all corresponding punch lists.
  - 5.3.1.20 Draft and monitor contract closeout checklist in order to receive all deliverables, finalize all contract modifications and determine final quantities for final payment and contract closeouts.
  - 5.3.1.21 Review and approve construction contract payments, contractor invoices, and proposals for completion and accuracy. Certify the completion of work and sign monthly pay estimates.
  - 5.3.1.22 Conduct weekly construction coordination meetings with the Contractor, Project Manager, designer, and stakeholders.
  - 5.3.1.23 Review procedures and lines of authority in order to carry out the overall plan for development of the project.
  - 5.3.1.24 Provide weekly Resident Engineer reports to include progress reporting on schedule, scope, change orders, potential change orders, cash flow, quantity overruns and underruns, and issues.
- 5.3.2 **Controls.** CMSS team shall provide program control services that utilize the system selected and implemented by DOA and/or the PMSS team. CMSS team shall procure sufficient software licenses and maintenance agreements to support the use of software. CMSS team shall also be responsible for providing each member of the Construction Management team with the hardware they need to access information both in the office and in the field. Payment for software and hardware shall be paid through other direct cost allocation which will be included in task orders. The controls services shall include, but not be limited to:

- 5.3.2.1 The preparation of reports, documents, and data that shall represent an accurate assessment of a Projects current status and of the Work remaining to be accomplished. It shall provide a sound basis for identifying variances and problems and for making management decisions.
- 5.3.2.2 CMSS team shall adhere to configuration management policies by coding all information in accordance with the established Program Work Breakdown Structure (WBS).
- 5.3.2.3 CMSS team shall prepare written reports as required by the CIP.
- 5.3.2.4 As requested by the Program a monthly project summary (including progress photos) providing an overview of current issues and pending decisions, expected achievements, and any problems or delays. As requested the report would include the current status of the incurred costs against the approved construction budget, the estimated Cost of Work at completion, and status of Contract Contingency; an analysis of the various project schedules, a description of the critical path, and other analyses necessary to compare planned performance with the Projects actual performance.
- 5.3.2.5 Other reports set forth and required by the PMSS team.
- 5.3.2.6 CMSS team shall provide expertise in scheduling, cost control, and cost estimating as required by the Program on a project basis.

5.3.3 **Design Assistance Services.** CMSS team shall provide assistance during the design phase of the projects as requested by the Program. This could include:

- 5.3.3.1 Assist with identifying long lead procurement items that may impact bid and overall project timeframes. Also, in cooperation with the designer, identify potential construction alternatives and materials or systems

selections which would substantially shorten the project schedules and/or reduce the project costs. If opportunities exist, notify the Project Manager.

- 5.3.3.2 Perform design reviews for constructability and to ensure the information is adequate to produce a good bid. Check for reasonable selection of materials, equipment and systems. Ensure that site conditions are well depicted, and limitations on the site are considered, and phasing requirements have been assessed. Provide comments per procedures.
- 5.3.3.3 Review contract modifications on all projects to determine first, whether any changes were the result of design errors and/or omissions and second, the estimated amount of the damages resulting from the errors and omissions.
- 5.3.4 **Quality Assurance / Quality Control Services.** CMSS team shall provide staff to provide Quality services as requested by the Program. These services could include:
  - 5.3.4.1 Maintain and monitor the Program construction QA/QC policies and procedures as well as testing policies and procedures.
  - 5.3.4.2 Support development and review of QA/QC provisions in the construction contract documents prior to bidding.
  - 5.3.4.3 Review, approve, and monitor Contractor's Quality Control Plan.
  - 5.3.4.4 Assist, monitor and support implementation of the construction Quality Assurance Program including audits and testing of materials. Schedule tests and witnessing inspectors. Administer the budget and assignments for the QA independent testing labs.
  - 5.3.4.5 Perform internal evaluations of CMSS activities to assess compliance with procedures on a regular basis. Supervise field testing for compliance with contract documents, and inspect accuracy and compliance with warehousing/storage procedures.
  - 5.3.4.6 Provide inspection of each project site at intervals appropriate to the stage of construction, or as otherwise

agreed by the Project Manager in writing to observe the progress and quality of the work and to determine if the work is proceeding in accordance with the contract documents in order to prevent defects and deficiencies in the work.

- 5.3.4.7 Provide daily or per shift Inspector reports per industry standards, to document the work performed and the conditions faced during the shift.
- 5.3.5 **Safety.** CMSS team shall provide staff to provide safety services as requested by the Program. This staff shall report to the Program Safety Manager. Safety services could include:
  - 5.3.5.1 Assist the Program, as directed, with their administration of the Owner Controlled Insurance Program.
  - 5.3.5.2 Provide reporting and daily reports as required by the Program Safety Manager.
  - 5.3.5.3 Obtain approval of safety staff from the Program Safety Manager prior to hire.
  - 5.3.5.4 Implement policies and procedures as directed by the Program Safety Manager.
  - 5.3.5.5 Provide Quality Assurance monitoring of the contractor's safety programs. Evaluate the Contractor's compliance with its approved safety plan through observation and monitoring of the project.
  - 5.3.5.6 Review and approve all contractor safety plans and provide safety training seminars for construction staff, resident engineers, and general Program staff.
  - 5.3.5.7 Inspect construction sites for safety prior to every shift of work.
  - 5.3.5.8 Participate in contractor tool box meetings and safety stand downs. Monitor, encourage and document contractor's performance of safety training with employees.
  - 5.3.5.9 Notify the Program Safety Manager, Resident Engineer and Project Manager immediately regarding any issue which could compromise the safety of Contractor's personnel and/or members of the public or their property.

5.3.5.10 As required by the project, require special inspection or testing or make recommendations to the design regarding special inspection or testing of work not in accordance with the provisions of the contract documents whether or not such work is then fabricated, installed or completed.

5.3.5.11 Select and retain the professional services of surveyors, special consultants and/or testing laboratories for testing required to satisfy the Quality Assurance requirements for the project.

5.3.6 **Document Control.** CMSS team will include resources for maintenance and operation of the existing central Document Control program. Consultant staff, under the direction of the DOA Document Controls Manager, will ensure all documents processed comply with the current requirements for proper document filing. Consultant will ensure that Document Control is included on the distribution of all Program related documents.

5.4 CMSS team shall provide any Supplemental Services required by the Program in order to successfully execute the CIP.

## 6.0 CITY'S RESPONSIBILITY

6.1 The City shall provide information, as available, regarding requirements for the Program, which shall set forth the City's objectives. Notwithstanding anything contained in this Service Agreement, the City reserves the right, at its sole discretion to enter into architectural, engineering and/or construction management agreements with Consultants other than Consultant and any of its subconsultants named in this Service Agreement. There is no guarantee of work in this Service Agreement. The City's designee will promptly render any decision necessary for the orderly progress of the Services. The City will furnish to the Consultant any information or materials in its possession which relate to a specific project as expeditiously as possible. The City reserves the right to remove from the Program, any personnel employed by the Consultant who is assigned to perform services for the City's Projects, as indicated herein.

# EXHIBIT A.1: COMPENSATION

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

**1. Compensation**

- 1.1. **General Compensation Terms:** Consultant will be compensated for Services pursuant to the terms of this Services Agreement and the specific Task Order associated with such Services.
- 1.2. **Potential Compensation Structure of Task Orders:** City may issue Task Orders to Consultant based upon any compensation arrangement allowed by Applicable Law including, but not limited to, the following:
  - 1.2.1. **Task Order Maximum Payment Amount; Not to Exceed Amount:** A Project under a Task Order may involve payment of compensation up to a specific not to exceed amount, based upon approved multiplier times the actual salary based on Federal Audited field overhead rates of personnel providing Services on the Project (in addition to or in alteration of those included on Exhibit A.2) and specific categories of reimbursable expenses, as negotiated between City and Consultant and included in the specific applicable Task Order.
- 1.3. **Consumer Price Index (CPI):** For compensation purposes under this Services Agreement no salary or amount shall exceed the negotiated salary or amount received by said personnel or negotiated rate for a principal as of the effective date of this Services Agreement unless the P&D Aviation General Manager, or his designated representative, has been notified in advance, in writing, of the increased salary, rate or amount and approves the increase. The DOA reserves the right to approve all personnel, amounts and salaries of said personnel performing services under this Services Agreement. For adjustments submitted after the effective date of this Services Agreement, the Consultant must demonstrate that increases in salary, or the principal's rate are in accordance with the U.S. Consumer Price Index and the rate set forth in Exhibit A.2, which shall not to exceed four (4%) percent per year. Such requested increases shall be subject to audit by the City.

**2. Reimbursable Expenses:** Reimbursable expenses include:

- 2.1. Expenses of large format reproductions and handling of drawings, specifications and other deliverables and documents, excluding reproductions for the office use of Consultant and for its subconsultants.
- 2.2. Expenses of renderings, models and mock-ups requested by the City.
- 2.3. Out-of-Town Travel, accommodations and subsistence charges for personnel; provided, however that they must be requested by and approved in writing in advance by the P&D Aviation Assistant General Manager or his designee. Consultant must provide estimate of travel cost.
- 2.4. Travel to Atlanta as needed by the Department of Aviation. Prior request and approval by the P&D Aviation Assistant General Manager or his designee for travel by the Consultant and any subconsultants/contractors is required. Consultant must provide estimate of travel cost.
- 2.5. Additional Reimbursable Expenses may be added on a Task Order by Task Order basis when approved by the Department of Aviation's P&D Aviation Assistant General Manager or his designee.

**3. Non-Reimbursable Expenses.** Non-reimbursable expenses include, but are not limited to:

- 3.1. Overtime expenses unless pre-approved by the P&D Aviation Assistant General Manager or his designee.
- 3.2. Local in-town travel.
- 3.3. Cell phones and cell phone charges.
- 3.4. Computers, tablets, software licenses, vehicles required to provide the Services identified in the contract.
- 3.5. If an expense is not explicitly included in this Services Agreement as a reimbursable expense, it is a non-reimbursable expense.
- 3.6. Any non-project related postage and shipping (including overnight express) charges.
- 3.7. Non-project related parking charges.
- 3.8. Relocation expenses for personnel unless approved by the DOA

**4. Additional Provisions Concerning Reimbursable Expenses.**

- 4.1 Reimbursable expenses are to be included as part of the Not-To-Exceed fee for each Task Order, and shall not be invoiced separately.

- 4.2 All reimbursable expenses will be paid at cost. Pay request submitted by Consultant for reimbursable expenses must be accompanied by invoices and receipts and will be paid to Consultant upon approval by the City. City reserves the right to disapprove any request for reimbursable expenses which is not submitted in the form, in the manner and under the circumstances required under this Services Agreement.
- 4.3 An amount equal to the premium payments for overtime work or night work, actually paid to partners, principals, architects, engineers, and other professional and technical employees for time actually spent by them in the performance of Services when such overtime or other premium payments have been demonstrated to be in accordance with Consultant's normal business practice and have been authorized in writing in advance by the Aviation General Manager or his designated representative may also be reimbursed under this Services Agreement in writing. Premium time shall not accrue prior to the completion of 40 hours per week of work by any given individual. Such premium payments to supervisory employees, who do not receive such payments in Consultant's normal business practice, shall not be given under this Services Agreement.
- 4.4 Consultant will be reimbursed for Consultant payments made to subconsultants for work at an amount equal to the amounts actually paid to the subconsultant. The City does not allow Consultant to receive a mark up on subconsultant payments as the management and administration of a subconsultant is contained in Consultant multiplier and resources allocated in an executed Task Order. Billing Rates and Classifications for Subconsultants are established in **Exhibit A.2**.
- 4.5 Consultant shall keep, and shall cause any subconsultants to keep, daily records of the time spent in the performance of Services by all persons providing Services under this Services Agreement, as well as records of the amounts of such rates and amounts actually paid for the performance of such services and records and receipts of reimbursable expenditures. Failure to do so shall be a conclusive waiver of Consultant's right to compensation for such services or expenses. City has the right to audit all such records.
5. **Submittal of Invoices.** Consultant must prepare and submit to City invoices ("Invoice" or "Invoices") on the first day of each month during the Term of this Services Agreement requesting payment for Services rendered during the previous month in accordance with the specific terms of compensation set forth in the applicable Task Order. Consultant must submit all invoices in original & three (3) copies to:

City of Atlanta  
Department of Aviation  
Planning and Development  
1255 South Loop Road

College Park, GA 30337  
Attention: Invoice Compliance  
Reference: Services Agreement No. **FC-8640**

6. **Format of Invoices.** The Invoice shall be entered and submitted in the DOA Planning and Development “On-Line Invoicing System (OLIS), on a monthly basis representing charges for the work completed during the previous month. Other invoice format will be set forth in the applicable Task Order.
7. **Payment of Invoices.** Approved invoices will be paid by City within thirty (30) days, to the extent practicable. City may disallow payments for Services for failure to submit timely invoices. The Consultant shall furnish with each Application for Payment an affidavit and waivers executed by the Consultant and each Sub consultant and supplier with respect to the work covered by the Application for Payment in the forms approved by the City.
8. **City’s Right to Withhold Payments.** City may withhold payments for Services that involve disputed costs, or are otherwise performed in an inadequate fashion. Payments withheld by City will be released and paid to Consultant when the Services are subsequently performed adequately and on a timely basis, causes for disputes are reconciled or any other remedies by City have been satisfied.
9. **Releases of all Claims.** City may, as a condition precedent to any payment, require Consultant to submit for itself, its subconsultants, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against City arising under or by virtue of this Services Agreement. Upon request, Consultant must, in addition, furnish acceptable evidence that all claims have been satisfied.
10. **Acceptance of Payments by Consultant; Release.** The acceptance by Consultant of any payment for Services under this Services Agreement will, in each instance, operate as, and be a release to City from, all claim and liability to Consultant for everything done or furnished for or relating to the Services for which payment was accepted, unless Consultant, within five (5) days of its receipt of a payment, advises City in writing of a specific claim it contends is not released by that payment.
11. **Claims against Consultant.** If there are claims filed against Consultant in connection with its performance under this Services Agreement, for which City may be held liable if unpaid, and such claims are not promptly removed by Consultant after receipt of written notice from City to do so, City may resolve any of those claims and deduct all costs in connection with that resolution from payments or other monies due, or which may become due, to Consultant. If the amount of any withheld payment or other monies due Consultant under this Services Agreement is insufficient to meet any of those costs, or if any claim against Consultant is discharged by City after final payment

under this Services Agreement is made, Consultant must promptly pay City all reasonable costs incurred by City concerning the claim after Consultant's receipt of written notice from City.

# **EXHIBIT A.2: EMPLOYEE CLASSIFICATIONS/ ACTUAL BILLING RATES**

**EXHIBIT A.2;**

**EMPLOYEE CLASSIFICATIONS / ACTUAL BILLING RATES<sup>5</sup>**

**CONSULTANT NAME:** \_\_\_\_\_

<b>CLASSIFICATION</b>	<b>ACTUAL SALARY</b>	<b>MULTIPLIER</b>	<b>BILLING RATE</b>
1. Principal-in-Charge <sup>6</sup>			
2. CMSS Director			
3. Area Construction Manager (Airside/Landside/Cargo/Facilities)			
4. Area Construction Manager (CPTC)			
5. Area Construction Manager (Parking)			
6. Estimator/Cost Manager			
7. Chief Scheduler			
8. CMSS Safety Manager			
9.			
10.			
11.			
12.			

<sup>5</sup> This table is provided for purposes of negotiation. The City intends to finalize this table to include the employee classifications necessary to render Services under this Services Agreement and the applicable salary rates based on Federal Audited field overhead rates, which will apply to all Services provided under any Task Order. Consideration of increased salary rates based on Exhibit A.1; 1.3 – Consumer Price Index (CPI) will be given on an annual basis at the discretion of the City. This table will be finalized and included in Exhibit A.2 attached to any Services Agreement awarded pursuant to this solicitation. Proponent should be prepared to present its audited overhead rates in support of the proposed billing rates.

<sup>6</sup> The City intends that no billing rate during any project will exceed that specified for ‘Principal-in-Charge’ at \$250.00 an hour, unless approved by the City.

# **EXHIBIT B: AUTHORIZING LEGISLATION**

**(TO BE ATTACHED)**

# EXHIBIT C: DEFINITIONS

## EXHIBIT C

### DEFINITIONS

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

“Affiliate” - With respect to a Party, any legal entity that, directly or indirectly through one of more intermediate legal entities, controls, is controlled by or in under common control with the Party. For purposes of this definition, “control” means that the controlling entity: (i) possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the controlled entity, whether through the ownership of voting securities or by Services Agreement or otherwise; or (ii) has direct or indirect ownership in the aggregate of fifty one (51%) or more of any class of voting or equity interests in the controlled entity.

“Airport” means Hartsfield-Jackson Atlanta International Airport.

“Airport Access, Security and Safety Measures” means the policies set forth in **Exhibit F**.

“AOA” means Aircraft Operating Area.

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

“Charges” means the amounts payable by City to Consultant under this Services Agreement and any applicable Task Order.

“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 Services Agreement, including: (i) all information of a Party to which the other has had or will have access; (ii) all information of a Third Party, including customers and suppliers; (iii) all information entered or to be entered into software or equipment by or on behalf of a Party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by equipment or software; and (iv) all information whose disclosure is exempted or restricted under Applicable Law. Confidential Information does not include information that is: (a) subject to public disclosure under Applicable Law such as the Georgia Open Records Act or the Federal Freedom of Information Act; (b) publicly available or becomes so in the future without restriction and through no fault or action of the receiving Party or its agents; (c) rightfully received by either Party from a Third Party and not accompanied by confidentiality obligations; (d) already in the receiving Party's possession and lawfully received from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party.

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

"Construction Management Support Services (CMSS) Director" is the executive in charge as designated by the Construction Management Team to lead the day to day activities of the team.

"Construction Management Team" is the team proposed by the successful Proponent to manage the construction accordance with the Scope of Work defined in this RFP.

"Consultant Personnel" means and refers to Consultant employees or sub-consultants hired and maintained to perform Services hereunder.

"Contractor" means any person having a contract with the City.

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

"Deadline" means any timeframe or deadline established by City or this Services Agreement or applicable Task Order for performing any Services or any other obligation under this Services Agreement.

"DOA" means the City's Department of Aviation.

"FAA" means the Federal Aviation Administration.

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

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

“Insolvency/Bankruptcy Event” shall be deemed to have occurred if Consultant: (i) is subject to a petition for relief under the laws of the United States codified as Title 11 of the United States Code; (ii) is subject to an involuntary petition for relief under the United States bankruptcy laws; (iii) seeks, consents to or does not contest the appointment of a receiver, custodian or trustee for itself or for all or any part of its property; (iv) files a petition seeking relief under the bankruptcy, arrangement, reorganization or other debtor relief laws of any state or other competent jurisdiction; (v) admits in writing that it is generally not paying its debts as those debts become due; (vi) gives notice to any governmental body of insolvency or pending insolvency; (vii) suspends material business operations; (viii) becomes “insolvent” as that term is defined under applicable fraudulent transfer or conveyance laws; or (ix) makes an assignment for the benefit of creditors or takes any other similar action for the protection or benefit of creditors.

“Jobsite” means the locations described in the Services Agreement or any Task Orders issued under this Services Agreement where the Services are to be performed or where they are actually performed.

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

“Materials” means all supplies, products, tools, appliances, equipment and utilities that are needed or used by Consultant to perform the Services. This term also includes all supplies, products, tools, appliances, and equipment that are incorporated into or provided to City as part of the Services as a deliverable.

“Notice to Proceed” means formal written notice from City to Consultant to begin performing Services under a Task Order issued under this Services Agreement.

“Specifications” means all requirements, specifications, service levels and performance standards and criteria contained in the Services Agreement Documents, including, without limitation, any that may be set forth in any Task Order issued under this Services Agreement.

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

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

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

“Services” means all services, tasks, functions, or assignments to be performed by Consultant for City under this Services Agreement and any Task Order issued under this Services Agreement. The Services also include all deliverables and Materials associated with the Services, tasks, functions or assignments Consultant is to provide. The Services are summarized in Part I of this Services Agreement and may be further described in any associated Task Order issued under this Services Agreement.

“Task Order Commencement Date” means the date set forth in each Task Order on which the Services under such Task Order shall begin.

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

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

# **EXHIBIT D: INSURANCE & BONDING REQUIREMENTS**

**EXHIBIT D**  
**INSURANCE & BONDING REQUIREMENTS**  
**FC-8640, CONSTRUCTION MANAGEMENT SUPPORT SERVICES**  
**AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT**

A. Preamble

The following requirements apply to all work under the Agreement. **To the extent permitted by applicable law, the City of Atlanta (“City”) reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the Agreement.** For all purposes hereunder, including but not limited to any Additional Insured Endorsements, the City shall include the City of Atlanta, its elected officials, officers, agents, and employees.

1. Evidence of Insurance and Bonding Required Before Work Begins

**No work under the Agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City.**

At the time Consultant submits to City its executed Agreement, Consultant must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the Agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the Agreement or under applicable law, make a claim against any proposal security provided by Consultant.

If the Consultant is an entity (e.g., corporation, limited liability company, etc.) or a partnership (e.g., general partnership, limited partnership, joint venture, etc.) then Consultant shall tender insurance certificates and bonds in the name of Consultant’s entity or partnership as the primary insured.

2. Project Number & Name

The project number (**FC-8640**) and name (**Construction Management Support Services at Hartsfield-Jackson Atlanta International Airport**) must be referenced in the description section of the insurance certificate.

### 3. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. Upon request, the Consultant must submit the ratings for each company to the City.

For all agreements, regardless of size, companies providing insurance or bonds under the agreement must meet the following requirements:

- i) Best's Rating not less than A-;
- ii) Best's Financial Size Category not less than Class VII;
- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia; and
- iv) All performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

If the issuing company does not meet these minimum requirements, or for any other reason is or becomes unsatisfactory to City, City will notify Consultant in writing. Consultant must promptly obtain a new policy or bond issued by an insurer acceptable to City and submit to City evidence of its compliance with these conditions.

Consultant's failure to comply with all insurance and bonding requirements set forth in this Exhibit D and applicable to the Agreement will not relieve Consultant from any liability under the Agreement. Consultant's obligations to comply with all insurance and bonding requirements set forth in Exhibit D and applicable to the Agreement will not be construed to conflict with or limit Consultant's indemnification obligations under the Agreement.

### 4. Insurance and Bonds Required for Duration of Contract

All insurance and bonds required by this Exhibit D must be maintained during the entire term of the Agreement, including any renewal or extension terms, and until all work has been completed to the satisfaction of City.

### 5. Notices of Cancellation & Renewal

Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) business days of any notices received from any insurance carriers providing insurance coverage or surety providing bonds under this Agreement and Exhibit D (including any attachments thereto) that

Consultant receives concerning the proposed cancellation, or termination of coverage or security:

Enterprise Risk Management  
68 Mitchell St., Suite 9100  
Atlanta, GA 30303  
Facsimile No. (404) 658-7450

Confirmation of any mailed notices must be evidenced by return receipts of registered or certified mail.

Consultant shall provide the City with evidence of required insurance and bonding prior to the commencement of this Agreement, and, thereafter, with a certificate and/or bonds evidencing renewals or changes thereto at least fifteen (15) days prior to the expiration of previously provided certificates and/or bonds.

6. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this Agreement shall 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 Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

In addition, each and every agent shall 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.

7. Certificate Holder

The **City of Atlanta** must be named as certificate holder. All notices must be mailed to the attention of **Enterprise Risk Management** at **68 Mitchell Street, Suite, 9100, Atlanta, Georgia 30303**.

8. Additional Insured Endorsements – Form CG 20 26 07 04 or Equivalent

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or

their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the State of Georgia.

**NOTE: A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the effective date of the Agreement.**

9. Mandatory Sub-Contractor/Consultant Compliance

Consultant must require and ensure that all of Consultant's subcontractors operating under the Agreement at any level are sufficiently insured and bonded.

10. Self-Insured Retentions, Deductibles or Similar Obligations

Any self-insured retention, deductible or similar obligation will be the sole responsibility of the Consultant.

11. Waiver of Subrogation in favor of the City of Atlanta

The certificates of Commercial General Liability Insurance and Commercial Automobile Liability Insurance tendered by the Consultant must clearly indicate a waiver of subrogation in favor of the City of Atlanta.

B. Workers' Compensation

Consultant must procure and maintain Workers' Compensation in the following limits to cover each employee who is or may be engaged in work under the Agreement:

Workers' Compensation . . . . .	<b>Statutory</b>
Employer's Liability:	
Bodily Injury by Accident/Disease	<b>\$1,000,000 each accident</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 each employee</b>
Bodily Injury by Accident/Disease	<b>\$1,000,000 policy limit</b>

C. Commercial General Liability Insurance

Consultant must procure and maintain Commercial General Liability Insurance on Form CG 00 00 01 (or equivalent) in an amount not less than **\$1,000,000 per occurrence subject to a \$2,000,000 aggregate**. The following indicated extensions of coverage must be provided:

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury

- Advertising Injury
- Medical Expense
- Additional Insured Endorsement (primary & non-contributing in favor of the City)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

Consultant must procure and maintain Automobile Liability Insurance in an amount not less than **\$1,000,000** Bodily Injury and Property Damage combined single limit. The following indicated extensions of coverage must be provided:

- Owned, Non-owned & Hired Vehicles
- Waiver of Subrogation in favor of the City of Atlanta

If Consultant does not own any automobiles in the corporate name, non-owned vehicle coverage will apply and must be endorsed on either Consultant's personal automobile policy or the Commercial General Liability coverage required under this **Exhibit D**.

Additionally, in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **Ten Million Dollars (\$10,000,000)** combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

E. Excess or Umbrella Liability Insurance

Consultant shall procure and maintain a policy providing Excess or Umbrella Liability Insurance which is at least as broad as the underlying policy. This insurance, which shall be maintained throughout the life of the contract, shall be in an amount of not less than **\$3,000,000 per occurrence**.

- Coverage must follow form with primary policy
- May be used to achieve minimum general and auto liability limits
- Coverage must be as broad as primary policy

F. Property Insurance

Consultant shall procure and maintain Property Insurance covering all forms of risk on all Tenant Improvements and any other interests of Lessee, if applicable, in or about the Leased Premises, including inventory, supplies, and other property of the Consultant located at said Premises, insuring against the perils of fire, lightning, extended coverage, perils vandalism,

malicious mischief, glass breakage and sprinkler leakage, in an amount equal to the full replacement value of Tenant Improvements and any other interests of the Consultant in or about said Premises.

G. Professional Liability/Errors & Omissions Insurance

Consultant shall procure and maintain during the life of this Agreement Professional Liability Insurance in an amount of **\$2,000,000** per occurrence and annual aggregate. The policy will fully address the Consultant's professional services associated with the scope of work contained in this document. The policy will include at least a three-year Extended Reporting Provision as well as these extensions of coverage.

H. Valuable Papers Insurance

Consultant shall procure and maintain during the life of this contract Valuable Papers and Records Coverage Insurance in an amount of **\$250,000** per occurrence and annual aggregate. The policy will fully address the Consultant's cost to reconstruct damaged or destroyed valuable papers and records associated with the scope of work contained in this agreement.

I. Payment Bond

At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Payment Bond in an amount equal to one hundred percent (100%) of the first year's payment amount specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at Exhibit D-1. The bond must be renewed annually at one hundred percent (100%) of the then current year's payment amount specified in the Agreement. The bond must be kept in full force and effect during the Term and any renewals.

1. The surety company issuing the bond must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bond of its intention not to renew or to terminate the bond.
2. 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 bond.
3. An agent of the Surety residing in the State of Georgia must execute the bond. The date of the bond 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 bond on behalf of the Surety must file with the bond a general power of attorney unlimited as to amount and type of bond covered by such power of attorney, and certified to by an official of said Surety. The bond must be on form provided by City. The Agreement will not be executed by City until after the approval of the bond by City's Attorney.

4. For additional information regarding Payment Bonds, please see Exhibit D-1 attached hereto and incorporated herein by this reference.

**EXHIBIT D-1**  
**PAYMENT BONDS**

- A. At, or prior to, Service Provider's execution of the Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the first year's Management Fee as specified in the Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney as attached hereto at **Exhibit D-1**. The bonds must be renewed annually at one hundred percent (100%) of the then current year's Management Fee as specified in the Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.
- B. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.
- C. The surety company issuing the bonds must give the City notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.
- D. 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.
- E. 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.

## EXHIBIT D-1

### ATTACHMENT 2

#### Payment Bond

##### INSTRUCTIONS

1. This form is required for use in connection with the Agreement identified on its face. There shall be no deviation from this form without approval by the City.
2. The full legal name and business address of the Principal shall be inserted in the space designated "Principal" on the face of the form. The bond shall be signed by an authorized person. Where such person is signing in a representative capacity (e.g., an attorney-in-fact), but is not a member of the firm, partnership, or joint venture, or an office of the corporation involved, evidence of this authority must be furnished.
3. Corporation executing the bond as surety must be among those appearing on the U.S. Treasury Department's most current list of approved sureties and must be acting within the amounts and limitations set forth therein.
4. Corporate surety shall be duly authorized by the Commissioner of Insurance of the State of Georgia to transact surety business in the State of Georgia.
5. Do not date this bond. The City will date this bond the same date or later than the date of the Agreement.
6. The Surety shall attach a duly authorized power-of-attorney authorizing signature on its behalf of any attorney-in-fact.
7. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Seal."
8. The name of each person signing this bond shall be typed or printed in the space provided.

## Payment Bond

"City" City of Atlanta, Georgia  
"Project" Construction Management Support Services at Hartsfield-Jackson Atlanta International Airport  
"FC No." 8640  
"Principal"  
Type of Organization ("X" one):             Individual  
    Partnership  
    Joint Venture  
    Corporation

"Surety:" (Name and Business Address) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

duly authorized by the Commissioner of Insurance of  
the State of Georgia to transact surety business in the  
State of Georgia.

"Agreement:" Agreement between Principal and City, dated \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, regarding  
performance of Work relative to the Project.

"Penal Sum:" \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety hereto, as named above, are held and firmly bound to the City in the above Penal Sum for the payment of which well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, jointly and severally. Principal and Surety agree that the Penal Sum shall be equal to or greater than one hundred percent (100%) of the annual contract value as specified in the Agreement for the first year of the Term as defined therein. If this bond is renewed annually as described below, then Principal and Surety agree that the Penal Sum shall equal or exceed the annual contract value as specified in the Agreement for the same 12-month period of the annual bond.

WHEREAS, the Principal and the City entered into the Agreement identified above;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall faithfully and fully comply with, perform and fulfill all of the undertakings, covenants, conditions and all other of the terms and conditions of said Agreement, including any and all duly authorized modifications of such Agreement, within the original term of such Agreement and any extensions thereof, which shall include, but not be limited to any obligations created by way of warranties and/or guarantees for workmanship and materials which warranty and/or guarantee may extend for a period of time beyond completion of said Agreement, this obligation shall be void; otherwise, of full force and effect.

And the Surety to this bond, for value received, agrees that no modification, change, extension of time, alteration or addition to the terms of the Agreement or to the Work to be performed thereunder shall in any way affect its obligation on this bond, and it does hereby waive notice of any such modification, change, extension of time, alteration or addition to the terms of the Agreement or the Work. Surety further agrees that it will provide City with at least 60 days' written notice by registered mail prior to any suspension, cancellation or termination of this bond; otherwise, this bond shall remain in full force and effect for a minimum of one (1) year (i.e., twelve (12) full months) beginning from the Effective Date of the Agreement. This bond may be renewed on an annual basis provided the renewal covers the requisite Penal Sum as required above; and, in the event Surety declines to renew this bond, Surety agrees that it will provide City with at least 60 days' written notice by registered mail prior to the expiration date of bond.

It is agreed that this bond is executed pursuant to and in accordance with the provision of O.C.G.A. Sections 13-10-1 and 36-82-101, *et seq.* and is intended to be and shall be construed to be a bond in compliance with the requirements thereof, though not restricted thereto.

IN WITNESS WHEREOF, the Principal and the Surety have caused these presents to be duly signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PRINCIPAL: \_\_\_\_\_

\_\_\_\_\_  
President/Vice President (Sign)

\_\_\_\_\_  
President/Vice President (Type or Print)

Attested to by:

\_\_\_\_\_  
Secretary/Assistant Secretary (Seal)

SURETY: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney-in-Fact (Sign)

\_\_\_\_\_  
Attorney-in-Fact (Type or Print)

APPROVED AS TO FORM

\_\_\_\_\_  
Associate/Assistant City Attorney

APPROVED

\_\_\_\_\_  
City's Chief Financial Officer

# **EXHIBIT E: DISPUTE RESOLUTION PROCEDURES**

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

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

# **EXHIBIT F: AIRPORT ACCESS, SECURITY AND SAFETY MEASURES**

## EXHIBIT F

### AIRPORT ACCESS, SECURITY AND SAFETY MEASURES (AS APPLICABLE)

1. **Work in Progress.** Consultant shall be responsible for and shall bear any and all risk of loss or damage to work in progress and, pursuant to the Clause titled "TITLE AND RISK OF LOSS", to equipment and materials.
2. **Maintenance** Consultant shall maintain the Work including any provisionally accepted portions thereof and including any portions occupied by City or put into service until final acceptance of the Work as a whole. Use shall not constitute acceptance, relieve Consultant of its responsibilities, or act as a waiver by the City of any terms of this contract (see specification section SP-4B, Extended Maintenance).
3. **Material Handling.** Consultant's responsibility for materials and plant equipment required for the performance of this Services Agreement shall include:
  - 3.1.1. Receiving and unloading;
  - 3.1.2. Storing in a secure place and in a manner subject to City's review. Outside storage of materials and equipment subject to degradation by the elements shall be in weathertight enclosures provided by Consultant;
  - 3.1.3. Delivering from storage to construction site all materials and plant equipment as required; and
  - 3.1.4. Maintaining complete and accurate records for City's inspection of all materials and plant equipment received, stored and issued for use in the performance of this Services Agreement.
4. **Security.** Consultant shall at all times conduct all operations under this Services Agreement in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Consultant shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.
5. **Airport Security Requirements.** Consultant shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Consultant shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Consultant of its responsibility for maintaining proper

security for the above-noted items, nor shall it be construed as limiting in any manner Consultant's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

- 5.1.1. **Preventing Unauthorized Access.** The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. Consultant shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Consultant shall 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 as defined herein.
- 5.1.2. **Transportation Security Administration/Responsibility of Consultant.** In order to comply with the TSA and DOA security requirements, Consultant shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Services Agreement. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.
- 5.1.3. **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 contracts in the AOA secured area or sterile area of the Airport shall 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.
- 5.1.4. **FBI/CHRC Checks.** To obtain a SIDA badge, each individual must successfully undergo a Security Threat Assessment and a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no 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 proper forms of identification and citizenship/employment eligibility documents if necessary. Consultant shall be responsible for all fees associated with obtaining a SIDA badge, (i.e. badge and fingerprint fees as determined by DOA). The current cost for the CHRC is \$50.00 per individual. The current cost for badge is \$60.00 per individual. Cost for lost badges is \$60.00 for each replacement badge.

In order to obtain up-to-date costs for the CHRC and for badging, Consultant shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Consultant/Escorting Requirements are specified in subsection below.

- 5.1.5. **Displaying Badges.** Employees and those of all subcontractors must display a DOA issued badge showing Consultant's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.
- 5.1.6. **Badging Records and Process.** Consultant shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Consultant will be required to furnish this information to the DOA upon request.
  - 5.1.6.1.1. The Badging process may begin upon the Consultant's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Consultant has completed the badging process.
  - 5.1.6.1.2. If applicable, an Administrative NTP may be presented to the DOA Security Division by the Consultant in order to initiate the badging process for the Consultant's employees.
  - 5.1.6.1.3. The Consultant shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the Consultant's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Services Agreement Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors' Authorizing Agent nature of the work to be performed by Consultant, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Consultant's Insurance Certificate shall accompany the letter. Once badged, the Consultant's Authorizing Agent shall be responsible for the badging process of his/her company employees.
  - 5.1.6.1.4. Each Subcontractor identified in the Consultant's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Consultant, to the DOA Security Division. A copy of the Subcontractor's Insurance certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.
  - 5.1.6.1.5. Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for

Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.

- 5.1.6.1.6. Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.
- 5.1.6.1.7. Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.
- 5.1.6.1.8. Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.
- 5.1.6.1.9. The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Consultant's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
- 5.1.6.1.10. Badges issued to Consultant and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:
  - 5.1.6.1.10.1. Completion of Services Agreement or subcontract, unless extended by the City;
  - 5.1.6.1.10.2. Expiration of Insurance coverage, as indicated on the Consultant's Insurance certificate; or
  - 5.1.6.1.10.3. Employee's driver's license expiration date;
  - 5.1.6.1.10.4. Two (2) years from the issuance of the badge.
- 5.1.6.1.11. Consultant and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Consultant's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.

- 5.1.6.1.12. Consultant’s questions concerning Airport Security shall be directed to (404) 530-6667.
- 5.1.7. **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a “D” sticker placed on the face of the badge by the DOA Security department.
- 5.1.7.1.1. **Ramp Certification.** 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. Consultant shall contact Airport Operations, at (404) 530-6620 during normal business hours, to schedule the training session.
- 5.1.7.1.2. Except as set forth in paragraph 5.1.9, below, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).
- 5.1.7.1.3. Consultant shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).
- 5.1.7.1.4. 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.
- 5.1.8. **Protocols for Consultant Escorting.** Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Consultant must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Consultant may contact DOA Security Manager at (404) 530–6667 during normal operating hours.
- 5.1.9. **Consultant’s Escorting Requirements for Construction Contracts on AOA (Runways and Taxiways)/Construction Contracts on secured area (Apron surrounding Terminal and Concourses).**
- 5.1.9.1.1. All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
- 5.1.9.1.2. Consultant and escorted personnel shall have no Terminal or Concourse access.

- 5.1.9.1.3. Escorting is limited to an Airport SIDA badged prime Consultant or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).
- 5.1.9.1.4. Escorting person(s) must have a SIDA badge.
- 5.1.9.1.5. Designated badged prime Consultant employees approved or badged escorting subcontractor must escort prime Consultant employees and subcontractors' employees to all work sites. Once at the work site, badged employees, prime or subcontractors', may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.
- 5.1.9.1.6. 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, Consultant's name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.
- 5.1.9.1.7. Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.
- 5.1.9.1.8. All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 5.1.9.1.9. All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 73. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 5.1.9.1.10. 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 extension shall not exceed an additional ten (10) hour period under any circumstances.

#### 5.1.10. Construction Contracts Within Sterile Area (Inside Terminal, Concourses)

5.1.10.1.1. Highest level of Security required.

5.1.10.1.2. All employees of prime Consultant and subcontractor, must be badged to work in the sterile area.

5.1.10.1.3. If escorting of unbadged Consultants and or subcontractors is required, an approved sponsor agency (DOA, AATC, HACM, HCM, etc.) must perform escort full time.

5.1.10.1.4. For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Consultant or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

5.1.11 **Restricted AOA Access.** Consultant shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Appendix B; Insurance. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, Insurance coverage of escort vehicles must provide coverage as specified by Appendix B for vehicles being escorted.

5.1.11.1 **Visual Aids.** In the event of the possibility of contact with the AOA or secured area, Consultant shall establish a system of visual aids for marking and delineating the limits of required clearances 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 Services Agreement. The approved system of marking and delineating shall be installed, maintained and protected at all times.

5.1.12 **Tools and Materials.** Consultant shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.

5.1.12.1 All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Consultant and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change

requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Consultant's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

5.1.12.1.1 All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Consultant's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

5.1.12.1.2 Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Consultant's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.

5.1.12.1.3 All vehicles shall remain 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. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

5.1.13 **Dumpsters.** Consultants and subcontractors shall be allowed no more than one (1) open dumpster per Services Agreement work area. Any and all other job-site dumpsters must remain securely covered and fastened at all times.

5.1.13.1 Trash must be removed daily.

5.1.13.2 No dumpster shall be permitted in the Terminal area for any reason whatsoever.

5.1.13.3 The Consultant shall be responsible for trash removal from dumpsters within the AOA. Consultant shall clear debris on a daily basis not later than the end of shift.

5.1.13.4 Dump trucks shall access and egress the AOA through pre-approved gates. Failure to comply with this requirement may result in the termination of Consultant's or subcontractor's contract and

disqualification from working on projects within the secured areas of the Airport.

5.1.14 **Terminal/Curbside.** A maximum of two (2) Consultant vehicles or two (2) subcontractor 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. In the event one (1) Consultant vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.

5.1.14.1 Debris removal may be allowed from curbside with special permission by the DOA Security Department.

5.1.14.2 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.

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

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

5.1.15 **Staging Areas.** The Consultant's Construction staging area shall be identified on the plans.

5.1.16 **Federal Inspection Service Areas.** For any or all work conducted within Federal Inspection Service (FIS) areas, Consultant 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 to the DOA Security Department.

5.1.16.1 Consultant 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 in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.

5.1.16.2 **Security Checkpoints.** Consultant 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, contractors will not be allowed to carry tools and construction materials through the passenger security screening points.

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

- 6 **Restrictions on Operations.** Consultant shall plan and conduct its operations so as not to enter upon lands in their natural state unless authorized by City. Consultant shall not damage, close or obstruct any utility installation, highway, road or other property until permits and City's permission therefore have been obtained. Consultant shall not disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or structure unless specifically authorized by this Services Agreement. Consultant shall not damage or destroy cultivated and planted areas, or vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises which, as determined by City, do not interfere with the performance of this Services Agreement. The City will be responsible for furnishing all rights-of-ways upon which the Work is to be constructed in advance of the Consultant's operation.
- 7 **Cooperation with Agencies.** Consultant shall cooperate with the owner of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA), or a utility service of another government agency that may be authorized by the owner to construct, reconstruct or maintain such utility services or facilities during the progress of the Work. In addition, Consultant shall control its operations to prevent the unscheduled interruption of such utility services and facilities.
- 8 **Location of Services.** The City does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the Work. Any inaccuracy or omission in such information shall not relieve Consultant of its responsibility to protect such existing features from damage or unscheduled interruption of service.
- 9 **Notice to Owner/Operators.** Prior to commencing the work in the general vicinity of an existing utility service or facility, Consultant shall notify each owner/operator in writing of activities which might affect its interests. If, in Consultant's opinion, the owner/operator's 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. Consultant shall furnish a copy of such written notices to City.
- 10 **Excavation Methods.** Where the outside limits of an underground utility service have been located and staked on the ground, Consultant shall use excavation methods acceptable to City as may be required to insure protection from damage due to Consultant's operations.
- 11 **Damage to Services.** Should Consultant damage or interrupt the operation of a utility service or facility by accident or otherwise, it shall immediately notify in writing the owner/operator, appropriate public safety authorities and City and shall take all reasonable measures to prevent further damage or interruption of service. Consultant in

such events shall cooperate with the utility service of facility owner and City continuously until such damage has been repaired and service restored.

- 12 **Failure to Protect Property.** Consultant shall not be entitled to any extension of time or compensation on account of Consultant's failure to protect all facilities, equipment, materials and other property as described herein. All costs in connection with any Improvements or restoration necessary or required by reason of unauthorized obstruction, damage or use shall be borne by Consultant.
- 13 **Utility Contractor Licensing Requirements.** Consultant shall comply with the requirements of O.C.G.A. § 43-14-8.2 (b), which states in O.C.G.A. § 43-14-8.2 (b)(1) that:

After June 30, 1994, no sole proprietorship, partnership, or corporation shall have the right to engage in the business of utility contracting unless such business holds a Utility Contractor license and there is regularly connected with such business a person or persons who holds a valid Utility Manager certificate issued under this chapter. Such Utility Manager must be actually engaged in the performance of such business on a full-time basis and oversee the utility contracting work of all employees of the business. In cases where a sole proprietorship, partnership, or corporation has more than one permanent office, then each permanent office shall be registered with the division and at least one person who holds a valid utility manager certificate issued under this chapter shall be stationed in each office on a full-time basis and shall oversee the utility contracting work of all employees of that office.

In addition Consultant shall comply with the all-applicable requirements of O.C.G.A. § 43-14-8.2 including subsections 43-14-8.2, 43-14-8.3 and 43-14-8.4.

# **APPENDIX A: OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS**



## CITY OF ATLANTA

SUITE 1700  
55 TRINITY AVENUE, SW  
ATLANTA, GA 30303  
(404) 330-6010 Fax: (404) 658-7359  
Internet Home Page: [www.atlantaga.gov](http://www.atlantaga.gov)

OFFICE OF  
CONTRACT COMPLIANCE  
Larry Scott  
Director  
[L.Scott@atlantaga.gov](mailto:L.Scott@atlantaga.gov)

Kasim Reed  
Mayor

**December 3, 2015**

**RE: Project No.: FC-8640, Construction Management Support Services at H-JAIA**

Dear Prospective City of Atlanta Bidder:

The Office of Contract Compliance information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to ensure that businesses are not discriminated against on the basis of their race, ethnicity or gender, and to demonstrate compliance with these program requirements at or prior to the time of Bid opening, or upon request by OCC. Bidders are required to ensure that prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract on the basis of their race, ethnicity, or gender, and must afford all firms, including those owned by racial or ethnic minorities and women, opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Please read all of the information very carefully. Pay close attention to the specific goal of minority and female business enterprises for this project and the EBO program reminders listed on page 6.

If you have any questions about the information included in this section of the solicitation, please contact the City of Atlanta Office of Contract Compliance at (404) 330-6010.

**The City of Atlanta looks forward to the opportunity to do business with your company.**

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## **CITY OF ATLANTA**

### **EQUAL BUSINESS OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY**

#### **POLICY STATEMENT**

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. The City must ensure that firms seeking to participate in contracting and procurement activities with the City are not prevented from doing so on the basis of the race or gender of their owners. The City is committed to ensuring that it is not a passive participant in any private scheme of discrimination. To ensure that businesses are not discriminated against with regard to prime contracting, subcontracting or other partnering opportunities with the City, the City has developed an Equal Business Opportunity (EBO) Program. It is also the policy of the City of Atlanta to actively promote equal employment opportunities for minority and female workers and prohibit discrimination based upon race, religion, color, sex, national origin, marital status, physical handicap or sexual orientation through the City's Equal Employment Opportunity (EEO) Program. The purpose of the Equal Business Opportunity and Equal Employment Opportunity Programs is to mitigate the present and ongoing effects of the past and present discrimination against women and minority owned businesses and women and minority workers so that opportunity, regardless of race or gender, will become institutionalized in the Atlanta marketplace. It is important to note that all bidders, without exception, including minority and female owned business enterprises, must comply with the City of Atlanta's EBO and EEO Program requirements. Goals for minority and female business enterprises are set for this project on page 6.

## Implementation of EBO Policy

The Office of Contract Compliance will review information submitted by Bidders pertaining to efforts to promote opportunities for diverse businesses, including M/FBEs, to compete for business as subcontractors and/or Suppliers. A Bidder is eligible for award of a City contract upon a finding by OCC that the Bidder has engaged in, and provided with its bid submission documentation of, efforts to ensure that its process of soliciting, evaluating and awarding subcontracts, placing orders, and partnering with other companies has been non-discriminatory. To assist prime contractors in this effort, the Office of Contract Compliance has set forth in this solicitation document the M/FBEs goals within the relevant NAICS Codes, for this Project.

For subcontracting, the Subcontractor Project Plan must include all subcontractors to be utilized on the project, detail the services to be performed, the dollar value of the work to be performed by each subcontractor, and the City of Atlanta M/FBE certification number and supplier id number.

For Suppliers, the Subcontractor Project Plan must include all suppliers to be utilized on the project, the supplies to be provided, including the dollar value of the supplies being provided and the City of Atlanta M/FBE certification number and supplier id number.

## Determination of Non-discrimination During Bid Process

No Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Accordingly, each Bidder shall submit with each Bid the following

1. Covenant of Non Discrimination. Each Bidder shall submit with her/his Bid a Covenant of Non-Discrimination which is set forth herein as Exhibit EBO1.
2. Outreach efforts documentation. Each bidder shall submit with her/his bid written documentation demonstrating the bidder's outreach efforts to identify, contact, contract with, or utilize businesses, including certified MFBEs and SBEs, as subcontractors or suppliers on the contract. This information shall be set forth on Exhibit EBO2, which is included herein.
3. Subcontractor project plan. Each bidder shall submit with her/his bid a completed and signed subcontractor project plan, in a form approved and provided by the office of contract compliance, which lists the name, address, telephone number and contact person of each subcontractor or other business to be used in the contract, the NAICS Code and the type of work or service each business will perform, the dollar value of the work and the scope of work, the ownership of each business by race and gender, if applicable the AABE, APABE, FBE, or HABE certification number of each business, and any other information requested by the office of contract compliance. In order for the office of contract compliance to officially consider a firm to be an MFBE, the MFBE firm must be certified by or have a certification application pending with the office of contract compliance prior to the bidder's submission of the bid. The subcontractor project plan shall not be changed or altered after approval of the plan and award of the contract without the written approval of the director of the office of contract compliance. A written letter to the director of the office of contract compliance requesting approval to

change the subcontractor project plan must be submitted prior to any change in the plan or termination of an MFBE's contract.

### OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied the non-discrimination requirements of section 2-1448 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the Subcontractor Project Plan, and its review of other relevant facts and circumstances, including complaints received as part of the bid process. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the non-discriminatory practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars subcontracted to or expended for services performed by other businesses, including certified MFBEs, whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified MFBEs within the relevant NAICS Codes for such Eligible Project.

(a) Receipt of Complaint of Discrimination in the Bid Process

The Office of Contract Compliance shall accept complaints of alleged discrimination during the bid process regarding any participant in the bid process. Where the complaint of discrimination is specific to the procurement which is under consideration by the city, the office of contract compliance may investigate said complaint, determine its validity, and determine whether the actions complained of impact the bidder's responsiveness on the specific procurement. Allegations of discrimination based on events, incidents or occurrences which are unrelated to the specific procurement will be placed in the bidder's file maintained in the vendor relations database and handled in accordance with the procedure established in the city's vendor relations subdivision, section 2-1465, et seq.

(b) Determination of Violation of EBO Process

Determination of violation of EBO process. Where the office of contract compliance investigates a complaint of discrimination that is related to the specific bid process, the details of that investigation, including findings, shall be recorded and maintained in the vendor relations database, pursuant to section 2-1471.

(c) Office of Contract Compliance Determination of Non-Compliance

Office of contract compliance determination of non-compliance. When, based upon the totality of the circumstances, the office of contract compliance determines that a bidder fails to satisfy the requirements of section 2-1448(a) of a city bid solicitation, the director of the office of contract compliance shall present a written determination of non-compliance to the Chief Procurement Officer which states the determination and lists the reasons for the determination. A bid that does not comply with the requirements set forth in section 2-1448(a) shall be deemed non-responsive and rejected.

## **Equal Business Opportunity Program Bid/RFP Submittals**

The Office of Contract Compliance will make any determinations of non-responsiveness. The covenant of non-discrimination, the outreach efforts documentation, the subcontractor project plan, and any other information required by OCC in the solicitation document pursuant to section 2-1448(b) must be completed in their entirety by each bidder and submitted with the other required bid documents in order for the bid to be considered as a responsive bid. Failure to timely submit these forms, fully completed, will result in the bid being considered as a non-responsive bid, and therefore, excluded from consideration.

### **Monitoring Of EBO Policy**

Upon execution of a contract with the City of Atlanta, the successful bidder's Subcontractor Project Plan will become a part of the contract between the bidder and the City of Atlanta. The Subcontractor Project Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific EBO information on a monthly basis that demonstrates the use of subcontractors and suppliers as indicated on the Subcontractor Project Plan. The failure of the successful bidder to provide the specific EBO information by the specified date each month shall be sufficient cause for the City to withhold approval of the successful bidder's invoices for progress payments, increase the amount of the successful bidder's retainage, or evoke any other penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1452.

### **Implementation of EEO Policy**

The City effectuates its EEO policy by adopting racial and gender work force availability for every contractor performing work for the City of Atlanta. These percentages are derived from the work force demographics set forth in the 2000 Census EEO file prepared by the United States Department of Commerce for the applicable labor pool normally utilized for the contract.

### **Monitoring of EEO Policy**

Upon award of a contract with the City of Atlanta, the successful bidder must submit a Contract Employment Report (CER), describing the racial and gender make-up of the firm's work force. If the CER indicates that the firm's demographic composition does not meet the adopted EEO goals, the firm will be required to submit an affirmative action plan setting forth the steps to be taken to reach the adopted goals. The CER and the affirmative action plan, if necessary, will become a part of the contract between the successful bidder and the City of Atlanta. Compliance with the EEO requirements will be monitored by the Office of Contract Compliance.

### **First Source Jobs Program Policy Statement**

It is the policy of the City of Atlanta to provide job opportunities to the residents of the City of Atlanta, whenever possible. Every contract with the City of Atlanta creates a potential pool of new employment opportunities. The prime contractor is expected to work with the First Source Jobs Program to fill at least 50% of all new entry-level jobs, which arise from this project, with residents of the City of Atlanta. For more specific information about the First Source Jobs Program contact:

**Michael Sterling  
Executive Director  
First Source Jobs Program  
Atlanta Workforce Development Agency  
818 Pollard Boulevard  
Atlanta, GA 30315  
(404) 546-3000**

## Joint Venture Participation on City of Atlanta Projects

The City of Atlanta encourages, where economically feasible, the establishment of joint ventures to ensure prime contracting opportunities for all businesses, including good faith outreach efforts to utilize certified minority and female business enterprises on Eligible Projects. On projects valued at five (5) million dollars or greater, the Office of Contract Compliance shall determine on a project-by-project basis whether non-discriminatory outreach efforts to enter into a joint venture shall be required. On such Eligible Projects, joint venture member businesses must have different race ownership, different gender ownership or both. The minority and female business enterprise members of the joint venture on projects on which a Joint Venture is required must be certified as such by the Office of Contract Compliance, and the joint venture team shall include in its bid submittal the MBE or FBE certification number of each MBE or FBE joint venture member.

No bid on a City contract for an Eligible Project shall be accepted from a joint venture team unless each participant independently signs and submits a Covenant of non-discrimination (EBO-1)

A joint venture may submit its agreement to the Office of Contract Compliance for pre-approval no later than fourteen (14) calendar days prior to the date set for receipt of bids on an Eligible Project. Otherwise, agreements must be submitted on or before the date set for receipt of bids on an Eligible Project.

### Components of a Joint Venture Agreement

The Joint Venture agreement should include at a minimum:

- The name of the Joint Venture
- Contact information of designated primary JV contact person
- Identification of all firms participating in the JV
- The initial capital investment of each venture partner
- Terms and conditions under which future contributions may be necessary
- The proportional allocation of profits and losses to each venture partner
- Description of proportion of work controlled by and management of the joint venture team members
- The method of, and responsibility for, accounting
- Frequency of JV meetings and method for minutes taking and storage
- The methods by which disputes are resolved.
- All other pertinent factors of the joint venture.

**Equal Business Opportunity M/FBE Goals for this Project**

**Project No.: FC-8640, Construction Management Support Services at H-JAIA**

Part 1: All proponents must ensure that non-discriminatory practices are utilized to enter into a Joint Venture Agreement with a certified AABE or FBE in accordance with the City of Atlanta's EBO Ordinance. The Joint Venture Agreement, at the very least, should reflect details of the member company's/companies' involvement in the **FC-8640, Construction Management Support Services at H-JAIA** project throughout the life of the contract (See Page 6).

Part 2: All proponents must ensure that non-discriminatory practices are utilized during efforts to engage minority and female subcontractors and suppliers throughout the life of the contract. All outreach efforts must be documented and included with this bid submittal.

The availability of certified minority and female firms for the procurement categories listed in this project are:

**17.5% AABE, 13.0% FBE**

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the non-discrimination requirements of section 2-1448 on such Eligible Project. Details of the O.C.C. review process for determination of non-discrimination are outlined on page 2 of this document.

## Equal Business Opportunity Program Reminders

1. Joint Venture Agreements. The Joint Venture member businesses must have different race ownership, different gender ownership, or both. MFBE members of the Joint Venture must be certified as such by the Office of Contract Compliance. The Joint Venture team shall include in its submittal the MFBE certification number of each MFBE Joint Venture member.
2. Subcontractor Certification. It is the prime contractor's responsibility to verify that MFBEs included on the Subcontractor Project Plan are certified by the City of Atlanta's Office of Contract Compliance, or have a certification application pending with the City of Atlanta's Office of Contract Compliance at the time that the bid is submitted.
3. Reporting. The successful bidder must submit monthly EBO participation reports to the Office of Contract Compliance.
4. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
5. EBO Ordinance. The EBO Program is governed by the provisions of the EBO Ordinance set forth in the City of Atlanta Code Division 12, section 2 - 1441 through 2 - 1464. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
6. Supplier Participation. In order to receive full M/FBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

**COVENANT OF NON-DISCRIMINATION**

The undersigned understands that it is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City of Atlanta. The undersigned covenants that we have not discriminated, on the basis of race, gender or ethnicity, with regard to prime contracting, subcontracting or partnering opportunities. The undersigned further covenants that we have completed truthfully and fully the required forms EBO-2 and EBO-3. Set forth below is the signature of an officer of the bidding entity with the authority to bind the entity.

\_\_\_\_\_  
Signature of Attesting Party

\_\_\_\_\_  
Title of Attesting Party

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, the person who signed the above covenant in my presence.

\_\_\_\_\_  
Notary Public

Seal







**First Source Job Information**

Company Name: \_\_\_\_\_

FC No.: \_\_\_\_\_

Project Name: \_\_\_\_\_

The following entry level positions will become available as a result of the above referenced contract with the City of Atlanta.

- 1.
- 2.
- 3.
- 4.
- 5.

Include a job description and all required qualifications for each position listed above.

Identify a company representative and contact phone number who will be responsible for coordinating with the First Source Jobs Program.

Company Representative: \_\_\_\_\_

Phone Number: \_\_\_\_\_

**First Source Jobs Agreement**

**THIS AGREEMENT REGARDING THE USE OF THE FIRST SOURCE JOBS PROGRAM BY CONTRACTORS WITH THE CITY OF ATLANTA TO FILL ENTRY LEVEL JOBS is made and entered into by \_\_\_\_\_**

**This \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_.**

The City of Atlanta requires the immediate beneficiary or primary contractor for every eligible project to enter into a First Source Jobs employment agreement. The contractor agrees to the following terms and conditions:

- The first source for finding employees to fill all entry level jobs Created by the eligible project will be the First Source Program.
- The contractor will make every effort to fill 50% of the entry level jobs created by this eligible project with applicants from the First Source Program.
- The contractor shall make good faith effort to reach the goal of this employment agreement.
- Details as to the number and description of each entry level job must me provided with the bid.
- The contractor shall comply with the spirit of the First Source Jobs Policy beyond the duration of this agreement and continue to make good faith attempts to hire employees of similar backgrounds to those participating in the First Source Program.
- The contractor as a condition of transfer, assignment or otherwise shall require the transferee to agree in writing to the terms of the employment Agreement.

Upon a determination that a beneficiary or contractor has failed to comply with the terms of this Agreement, the City may impose the following penalties based on the severity of the non-compliance:

- The City of Atlanta may withhold payment from the contractor.
- The City of Atlanta may withhold 10 percent of all future payments on the contract until the contractor is in compliance
- The City of Atlanta may refuse all future bids on city projects or applications for financials assistance in any form from the City until the contractor demonstrated that the First Source requirements have been met, or cancellation of the eligible project.
- The City of Atlanta may cancel the eligible project.

All terms stated herein can be found in the City of Atlanta Code of Ordinances Sections 5-8002 through 5-8005.

The undersigned hereby agrees to the terms and conditions set forth in this agreement.

\_\_\_\_\_  
Contractor

FORM 5

**[END OF DOCUMENT]**