

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ATLANTA AIRLINES TERMINAL CORPORATION TO INITIATE A RECYCLING PROGRAM THROUGHOUT THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR A COST TO THE CITY NOT TO EXCEED \$230,000.00, TO BE CHARGED TO AND PAID FROM PTAE0: 18111310 (OTHER DIRECT COSTS PROJECT) 200 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING/PROFESSIONAL SERVICES) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

Workflow List:

Kristen M. Rectenwald	Completed	04/17/2014 3:00 PM
Finance	Completed	04/18/2014 10:34 AM
Procurement	Completed	04/18/2014 12:11 PM
Miguel Southwell	Completed	04/18/2014 12:45 PM
Adam Smith	Completed	04/18/2014 3:09 PM
Mayor's Office	Completed	04/18/2014 3:27 PM
Office of Research and Policy Analysis	Completed	04/18/2014 3:47 PM
Transportation Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

Certified by Presiding Officer	Certified by Clerk
Mayor's Action	
<i>See Authentication Page Attachment</i>	

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ATLANTA AIRLINES TERMINAL CORPORATION TO INITIATE A RECYCLING PROGRAM THROUGHOUT THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR A COST TO THE CITY NOT TO EXCEED \$230,000.00, TO BE CHARGED TO AND PAID FROM PTAE0: 18111310 (OTHER DIRECT COSTS PROJECT) 200 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING/PROFESSIONAL SERVICES) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

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

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

WHEREAS, the recycling program (“Project”) requires a central collection and storage area, single stream recycle bins, additional manpower and equipment, such as a recycling truck to collect and transport recyclable materials from the terminals and concourses; and

WHEREAS, recycling is in direct support of the City’s new Power to Change (P2C) sustainability initiative, positively impacting the City’s goal for improved Materials Management and Recycling; and

WHEREAS, the City has determined that it is appropriate for AATC to assume responsibility for the Project and for the City to reimburse AATC for its costs in an amount not to exceed \$230,000.00

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute an Agreement with AATC for the Project in an amount not to exceed \$230,000.00

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from PTAEO: 18111310 (Other Direct Costs Project) 200 (Task) 550291249 (DOA R N E 9999) 5212001 (Consulting/Professional Services) and FDOA: 5502 (Airport Renewal and Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5212001 (Consulting/Professional Services) 7563000 (Airport) 111310 (Other Direct Costs Project) 91249 (DOA R N E 9999).

BE IT FURTHER RESOLVED, that funding for the collection and recovery of recycled materials for Fiscal Year 2015 and future years will be established on a fiscal year basis and will be contained in the Department of Aviation's annual AATC Operations and Maintenance (O&M) existing contract budget.

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

AND FURTHER BE IT RESOLVED, that the City Attorney is directed to prepare an Agreement for execution by the Mayor.

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

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview:

Caption:

Council Meeting Date:

Requesting Dept.:

FAC Confirmed by:

B. To be completed by the department:

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

This legislation is to authorize the Mayor to execute an Agreement with the Atlanta Airlines Terminal Corporation ("AATC"), for the Recycling Program throughout the Central Passenger Terminal Complex ("CPTC") project in an amount not to exceed \$230,000.

The scope of this project is to improve recycling throughout the CPTC and Atrium area. The work will include but not be limited to:

- A central collection and storage area for one (1) 34 yard non-compacting container to collect and store recyclable materials transported from within the terminal and concourse gate areas.
- Up to 294 single stream recycle bins to be paired with current trash cans throughout the CPTC.
- Additional manpower and equipment, such as a recycling truck, to collect and transport recyclable materials from the terminals and concourses to the central collection area mentioned above.

2. Please provide background information regarding this legislation.

In order to meet the Department of Aviation's goal of becoming a Zero Waste Zone by 2020, Hartsfield-Jackson must improve its recycling efforts. Increased recycling not only supports our sustainability goals, but also the City of Atlanta's Power 2 Change ("P2C") sustainability

initiative. A successful recycling program allows Hartsfield-Jackson to serve as an example of Atlanta’s commitment to becoming a top tier sustainable city, while demonstrating the airport’s path toward becoming one of the greenest airports in the United States.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Agreement
- (b) **Source Selection:**
- (c) **Bids/Proposals Due:**
- (d) **Invitations Issued:**
- (e) **Number of Bids:**
- (f) **Proposals Received:**
- (g) **Bidders/Proponents:**
- (h) **Term of Contract:**

4. **Fund Account Center (Ex. Name and number):** PTAE0: 18111310 (Other Direct Costs Project) 200 (Task) 550291249 (DOA R N E 9999) 5212001 (Consulting/Professional Services) and FDOA: 5502 (Airport Renewal and Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5212001 (Consulting/Professional Services) 7563000 (Airport) 111310 (Other Direct Costs Project) 91249 (DOA R N E 9999).

5. **Source of Funds: Example:** Airport Renewal and Extension Fund

6. **Fiscal Impact:** \$230,000.00

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

7. **Method of Cost Recovery:**

Examples:

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

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

Attachment: Recycling Program CPTC Request Form (14-R-3493 : Recycling Program CPTC)

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 04/11/14

Anticipated Committee Meeting Date(s): 4/30/14

Anticipated Full Council Date: 05/05/14

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

Commissioner's Signature: *[Signature]*

Chief Financial Officer: N/A

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

Chief Procurement Officer Signature: Adrian [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ATLANTA AIRLINES TERMINAL CORPORATION TO INITIATE A RECYCLING PROGRAM THROUGHOUT THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR A COST TO THE CITY NOT TO EXCEED \$230,000, TO BE CHARGED TO AND PAID FROM PTAE0: 18111310 (OTHER DIRECT COSTS PROJECT) 200 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING/PROFESSIONAL SERVICES) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: (if any) \$230,000

Mayor's Staff Only

Received by CPO: 4/7/14
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: Kimice Ouel 4/11/14
(date)

Reviewed by: _____
(date)

Submitted to Council: _____
(date)

Attachment: Recycling Program CPTC Transmittal (14-R-3493 : Recycling Program CPTC)

Legislative White Paper

Committee of Purview: Transportation

Caption:

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH ATLANTA AIRLINES TERMINAL CORPORATION TO INITIATE A RECYCLING PROGRAM THROUGHOUT THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR A COST TO THE CITY NOT TO EXCEED \$230,000, TO BE CHARGED TO AND PAID FROM PTAE0: 18111310 (OTHER DIRECT COSTS PROJECT) 200 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING/PROFESSIONAL SERVICES) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

Council Meeting Date: 05/05/14

Legislation Title: Recycling Program at Hartsfield-Jackson Atlanta International Airport

Requesting Dept.: Aviation

Contract Type: Agreement

Source Selection: N/A

Bids Due: N/A

Invitations Issued: N/A

Number of Bids Received: N/A

Bidders: N/A

Background:

This legislation is to authorize the Mayor to execute an Agreement with the Atlanta Airlines Terminal Corporation ("AATC"), for the Recycling Program throughout the Central Passenger Terminal Complex ("CPTC") project in an amount not to exceed \$230,000.

The scope of this project is to improve recycling throughout the CPTC and Atrium area. The work will include but not be limited to:

- A central collection and storage area for one (1) 34 yard non-compacting container to collect and store recyclable materials transported from within the terminal and concourse gate areas.

- Up to 294 single stream recycle bins to be paired with current trash cans throughout the CPTC.
- Additional manpower and equipment, such as a recycling truck, to collect and transport recyclable materials from the terminals and concourses to the central collection area mentioned above.

In order to meet the Department of Aviation's goal of becoming a Zero Waste Zone by 2020, Hartsfield-Jackson must improve its recycling efforts. Increased recycling not only supports our sustainability goals, but also the City of Atlanta's Power 2 Change ("P2C") sustainability initiative. A successful recycling program allows Hartsfield-Jackson to serve as an example of Atlanta's commitment to becoming a top tier sustainable city, while demonstrating the airport's path toward becoming one of the greenest airports in the United States.

Source of Funds: Airport Renewal and Extension Fund

Fiscal Impact: \$230,000

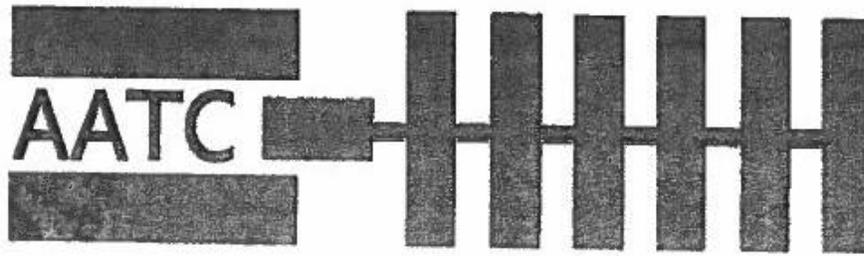
Term of Contract: AATC to achieve substantial completion within 365 days from the date such services begin.

Method of Cost Recovery: N/A

Approvals:
DOF: yes
DOL: yes

Prepared By: Anita Williams

Contact Number: 404-382-2313



ATLANTA AIRLINES TERMINAL CORPORATION HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

COMPANY HISTORY

ATLANTA AIRLINES TERMINAL CORPORATION WAS OFFICIALLY FORMED ON SEPTEMBER 5, 1979 BY SEVERAL MAJOR AIRLINES, THE PRINCIPAL STOCKHOLDER BEING DELTA AIR LINES. AATC WAS ESTABLISHED FOR THE PRIMARY PURPOSE OF OPERATING AND MAINTAINING THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT. AATC'S RESPONSIBILITIES INCLUDE: HEATING, VENTILATION, AIR CONDITIONING, GENERAL BUILDING MAINTENANCE, FIRE ALARM AND SUPPRESSION SYSTEM MAINTENANCE, VERTICAL TRANSPORTATION MAINTENANCE, UTILITY MANAGEMENT, CLEANING SERVICES, REFUSE REMOVAL, WINDOW CLEANING, PEST CONTROL, PUBLIC ADDRESS SYSTEM MAINTENANCE, RAMP SWEEPING, SNOW AND ICE REMOVAL SERVICES WITHIN THE NLVR DESIGNATED RAMP AND EMPLOYEE PARKING AREAS.

MISSION STATEMENT

WE RESOLVE TO DELIVER "WORLD CLASS" PERFORMANCE IN AIRPORT FACILITY MAINTENANCE AND OPERATIONS. OUR PASSION FOR INNOVATION, RESPONSIVENESS AND EXCELLENCE WILL PROVIDE OUTSTANDING VALUE TO OUR SHAREHOLDERS AND OUR CUSTOMERS.

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Attachment: Recycling Program CPTC AATC Background (14-R-3493 : Recycling Program CPTC)

1 GENERAL INFORMATION

1.1 CERTIFICATE OF LIABILITY INSURANCE REQUIREMENTS

As a contractor of the AATC the following insurance coverage shall be carried during the term of the project.

- Workmen's Compensation Insurance under the laws of the State of Georgia and Employer's Liability Insurance with limits of not less than \$100,000 each accident, covering all Contractors' employees engaged in any work hereunder.
- Comprehensive Liability - Up to \$1,000,000 dollars (\$500,000) single limit per occurrence including:
- Bodily Injury Liability - All sums which the company shall become legally obligated to pay as damages because at any time resulting there from, sustained by any person other than its employees and caused by occurrence.
- Property Damage Liability - All sums which the company shall become legally obligated to pay as damages because of injury to or destruction of property, caused by occurrence.
- Professional liability, premises and operations, independent contractors, or product liability.
- Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$10,000,000 each person and \$10,000,000 each accident as to bodily injury or death, and \$10,000,000 as to property damage.
 - Certificate Holder box must state the following:

City of Atlanta, Department of Aviation
Atlanta Airlines Terminal Corporation
Hartsfield-Jackson Atlanta International Airport
PO BOX 45170
Atlanta, GA 30320
 - Special Provisions box must state the following:

"AATC, its shareholders, the Airlines, the Department of Aviation and the City of Atlanta are named as additional insured's."

1.2 SPONSORSHIP FOR AIRPORT BADGES

Every vendor/contractor doing business with the Airport is required to have a sponsoring company. To sponsor a company AATC must have direct business with that vendor/contractor. They must meet the insurance requirements and authorize one point of contact from their company by letterhead.

1.3 AIRPORT ACCESS

Access to the airport property is through Guard Post #59. Guard Post #59 is located off South Cargo Road off of South Loop Road. Material deliveries are also made at Guard Post #59.

1.4 CONSTRUCTION WORK HOURS

Construction work hours are typically from 2300 hours to 0500 hours beginning Sunday night through Friday morning.

1.5 CONSTRUCTION WORK SCHEDULE

Each contractor must provide a work schedule to AATC prior to work beginning. It may be emailed to engineering@aatc.org.

1.6 CLEANING

There are no cleaning services for spaces under construction. Each contractor is responsible for cleaning their work space. Floor mats are to be used inside spaces under construction. Restrooms and other facilities must be prepared for passengers.

1.7 ARCHITECTURAL FINISHES

Most architectural finishes i.e. ceiling tiles, wall covering and paint will not be supplied for projects however specifications are available through the AATC Engineering Department. Procurement and purchase of these finishes shall be the responsibility of the contractor. For common use areas such as small orders of carpet tile, granite and quartz tile can be purchased through the AATC Engineering Department.

1.8 KEY CHECK-OUT PROCEDURES

Keys will only be checked out to persons who possess a valid "ATL" badge and who have been previously authorized by their managing entity. To authorize your agents to check out keys to utility closets, a Key Check-out Authorization Form must be completed and submitted at the AATC Communication Center. Persons checking out keys will be required to leave their drivers license until the key(s) are returned.

1.8.1 LOST KEYS

The authorized agent will be responsible for all checked out keys and must agree to reimburse AATC for costs associated with lost keys and/or key cores which need replacing due to this process.

1.9 ELEVATOR USAGE

Material deliveries and some construction use are limited to the Freight Elevators Only. The use of passenger elevators is prohibited and could result in liability for property damage.

1.10 STORAGE OF EQUIPMENT

No equipment and/or supplies can be stored in any electrical or mechanical rooms. These rooms must remain at a cleanliness level that is equal or better to the level prior to work starting. All costs incurred by AATC for cleaning, removal of equipment and/or supplies will be billed to the contractor.

1.11 LIFT STORAGE

Lift storage must be coordinated with AATC and the Department of Aviation. Lifts must be barricaded and stored away from passenger traffic.

1.12 TRASH REMOVAL

Waste Pro has been authorized through AATC for trash removal. AATC suggests general contractors use Waste Pro for large projects. Placement of open tops must be coordinated through AATC and with the Department of Aviation, Planning and Development. Contact Pat Gallimore, AATC Contract Services Coordinator @ (404) 530-2112.

1.12.1 COMPACTORS/DUMPSTERS

Please do not block compactors and dumpsters. This prevents the scheduled trash removal.

1.13 AATC SUBCONTRACTORS

CH2M Hill, ABM, CSM, CMS, ICS and Kone are AATC subcontractors and may be contacted through our communications center only.

1.14 IMPORTANT AIRPORT NUMBERS

AATC 24 hour Dispatch Communication Center.....	(404) 530-2112
AATC Duty Managers (on shift supervisors).....	(404) 530-2112
AATC Fax Number.....	(404) 530-2106
AATC Engineering Department.....	(404) 530-2100
Atlanta Fire Department.....	(404) 530-6639
Atlanta Police Department.....	(404) 530-6630
Airport Security.....	(404) 530-6667
Technical Campus.....	(404) 530-5500

2 **AATC ENGINEERING SERVICES**

AATC Engineering Department offers the following services:

1. Document Requests
2. Drawing Requests
3. Utility Service Requests
4. Hot Work Requests

These forms are available through the AATC website www.aatc.org or by contacting engineering@aatc.org.

2.1 DOCUMENT REQUESTS

2.1.1 RELEASE OF DOCUMENTS

For the release of documents from the AATC Engineering Department a spatial agreement must be signed by one member of each company doing business at Hartsfield-Jackson Atlanta International Airport.

2.1.2 SPECIFICATIONS/OPERATIONS MANUALS

Airport specifications are available for review and check-out through the AATC Engineering Department. Materials such as specifications, operations manuals, and product booklets may be checked out only by companies doing business with the Airport. Each document must be signed out by the responsible party and returned within one week.

2.2 DRAWING REQUESTS

Airport drawings are also available through the AATC Engineering Department. All interested in reviewing drawings need to submit a written request. Please allow a minimum of 24 hours to locate drawings. Drawings can not be removed from the AATC offices however copies and CD's are available for purchase.

2.3 UTILITY SERVICE REQUESTS

AATC's Engineering Department requires a 72-hour notification for utility service requests that involve tie-ins/service interruptions to airport systems and exclusive spaces. Approved service interruptions must be conducted between the hours of 11:00 p.m. - 5:00 a.m. Sunday through Thursday. (NO DAYTIME HOURS). The 72-hour notification begins upon the submission of a completed request. Requests may be sent to engineering@aatc.org or faxed to (404) 530-2106.

Utility Service Requests are required for, but are not limited to: roof access, roof work, ceiling access, switchgear room access, electrical system shutdown, electrical system activation, mechanical systems shutdown, sprinkler shutdown, fire alarm impairment (system or device), water system shutdown, coring, lane closure, and escalator and elevator interruptions.

1. All projects requesting service requests must be approved by the Department of Aviation Planning and Development and permitted by the City of Atlanta.
2. All service requests must be submitted by the general contractor or authorized representative.
3. All life safety system requests must have attached contractor information and license certification number.
4. The contractor cannot commence work without an email or fax confirmation of the approved Utility Service Request.
5. For work that extends beyond a week the contractor must submit a new request. Each request is only valid for one week at a time.
6. AATC assumes no liability for work performed by the contractor. The contractor assumes all liability for any repairs, disruptions, loss of service, etc. associated with the utility service request.
7. Prior to any service, all contractors must check in and check out upon completion with an AATC Duty Officer @ (404) 530-2112.

2.3.1 FEES

Utility service requests that require AATC maintenance assistance will be charged at the actual hours spent and the current labor rate plus a 20% overhead fee. Unless AATC is notified of a cancellation no later than 12 hours prior to the scheduled shutdown, contractor will be billed for a "no show" fee of \$200.00. All costs shall be the responsibility of the contractor.

2.3.2 UTILITY SERVICE REQUESTS PROCEDURES

2.3.2.1 ELECTRICAL SYSTEM UTILITY REQUESTS

All requests must include a detailed description of the affected electrical service including all breakers and switches that will be disconnected and the electrical loads that will be interrupted.

2.3.2.2 FIRE PROTECTION SYSTEM UTILITY REQUESTS

All sprinkler work (wet or dry) must be performed by a contractor with a current State Certification number.

2.3.2.3 SPRINKLER SHUTDOWN REQUESTS

A dry or wet system sprinkler notification requires the following information for approval:

1. A Utility Service Request form
2. A State Certification number by the contractor
3. For new sprinklers heads – drawing(s) that identify the locations
4. For the relocation of sprinklers heads – drawing(s) that identify the current and future locations
5. Recalculations are required for 10 % increase in heads or area coverage.

2.3.2.4 TEMPERATURE CONSTRAINTS

A sprinkler system shutdown cannot be performed when the temperature is less than 35 degrees Fahrenheit.

2.3.2.5 SCHEDULING SPRINKLER SYSTEM WORK

All sprinkler work is scheduled nightly from Sunday night through Friday morning with the exception of Wednesday night. This night is dedicated for testing.

2.3.2.6 HVAC SYSTEM UTILITY REQUESTS

1. Any interruptions to the BMS communications bus require a Utility Service Request form.

- All return air intakes must be covered with MERV 8 filter media during all phases of construction.

2.3.2.7 PIPING SYSTEM UTILITY REQUESTS

All requests must include a detailed description of the affected piping service including all valves that will be closed and the operational services that will be interrupted.

2.3.2.8 ROOF WORK UTILITY REQUESTS

All roof work must be coordinated and approved by AATC. An authorized roofing company must be utilized for any proposed roof work. Please submit the following for approval.

- An AATC Engineering Utility Request form identifying roof work.
- A roof work authorization form (provided by AATC Engineering)
- A site location map identifying the work area.
- Pre-work photos of the area with tape or caulk markings.

AATC Engineering then...

- Verifies that the roofing contractor scheduled for work is currently certified to work on this particular system.
- Submits a request to the roof manufacturer for authorization of work.

- Post work photos of the area at completion.

The integrity of the roof should remain the same after the installation and any penetrations in the ceilings must be fire proofed.

2.3.2.9 CORING UTILITY REQUESTS

All coring must be coordinated and approved by AATC. Coring consist of any penetrations in and through the slab within the CPTC building footprint.

There are three types of coring:

- Floor coring
- Roof coring
- Wall coring

Please submit the following for approval:

- An AATC Engineering Utility Service Request form identifying the type of coring
- A roof work authorization form (roof coring only)
- An Ultrasound report of the work area
- Cut sheets of unit(s) or material(s) being installed (if applicable)
- A site location map or sketch identifying the work area
- Pre-work photos of the area
- Post work photos of the area

2.3.3 ACCESS TO HIGH RISK AREAS

- In order to guarantee the Integrity of the Facility at all times AATC will require prior notification and request for gaining access to certain portions of the facility.
- An escort will be required for high risk areas. High Risk Areas are defined as sensitive locations housing key equipment and systems vital to the operation of the facility.

3. Submit an AATC Engineering Utility Service Request form identifying area to access.
4. High Risk Areas include but are not limited to:
 - o Main Plants – Main Terminal and Concourse E
 - o Main Equipment Rooms – Main Terminal thru D
 - o Sub Stations – Concourse E
 - o Georgia Power Utility Vaults
5. Main Switchgear Rooms
 - o Main Terminal – Atrium Switchgear Room
 - o Main Terminal – TSA (between GA Vault and MER8)
 - o Main Terminal – Main Switchgear Room (between GA Vault and Atrium)
 - o Main Terminal – MER8
 - o Concourse T – Gate T5, Gate T11 and Gate T8
 - o Concourse A Center-point
 - o Concourse B Center-point
 - o Concourse C Center-point
 - o Concourse D Center-point
 - o Concourse E – All 10 Substations
6. Access will only be granted under escort and by approval of the AATC Executive Director or approved agent.
7. Fees for any contractor requiring escort services will be billed accordingly. Hourly charges are **\$45.00** per hour for investigation and **\$75.00** per hour for work.

2.3.4 ROOF ACCESS

All roof access must be coordinated through the AATC Engineering Department. Procedures are as follows:

1. Submit an AATC Engineering Utility Service Request form identifying roof access.
2. Submit to the AATC Communications Supervisor a completed key check-out authorization form for those accessing the roof. If the person(s) are not already in our system please allow 2 days for processing.
3. Once approved for check out, the key(s) to access the exterior stairwell to the roof(s) will be released.
4. All roof work must be completed in compliance with section 5.3.6.

2.3.5 CEILING ACCESS

All personnel requiring access to the CPTC (Main Terminal, T, A, B, C, D, E and the APM Mall) ceiling systems must coordinate with the AATC Engineering Department. Unauthorized access or access by untrained individuals will result in the manufacturer's recertification of the ceiling system in question, with all costs associated payable by the party at fault. Any action, with or without authorized access to ceiling systems, that affects manufacturer's warranties will result in recertification of the ceiling system in question, with all associated costs payable by the party at fault.

2.3.5.1 TRAINING

Access to the Main Terminal Ceiling System requires training. Contact AATC Engineering for a current schedule.

Access to the Concourses T-E and APM Mall Ceiling Systems does not require training however notification prior to access is required. To coordinate access, contractors may utilize the existing AATC Utility Service Request Form and forward to the AATC Engineering Department by fax (404) 530-2106 or email at engineering@aatc.org.

2.4 HOT WORK REQUESTS

All hot work must be authorized by AATC Engineering. Hot work is defined as:

1. Welding
2. Brazing
3. Some saw cutting

The following must be submitted for approval.

1. Hot work permit (Issued by the Atlanta Airport Fire Department)
2. Hot work application (available from AATC Engineering)

Hot work permits must be purchased from the Atlanta Airport Fire Department prior to start of hot work. The AFD office is located at 720 Doug Davis Drive, Hapeville, GA 30354. A copy of the permit must be on file with AATC Engineering in order to receive a hot work permit "tag". These tags will be issued by AATC and only for one occurrence of hot work. The permit tag must be visible at the job site and must move with all hot work locations. At the completion of the project the permit tag should be returned to AATC Engineering.

3 **METHODS, GUIDELINES AND REQUIREMENTS – PRE-CONSTRUCTION**

3.1 DOCUMENT SUBMITTAL AND REVIEW

1. No less than 30 days before site work begins, project manager / contractor to submit drawings and documentation to AATC Engineering for review and feedback. This documentation should include, but it is not limited to:
 - o Project scope narrative, including project purpose, and critical equipment installed
 - o Project schedule, including site preparation / staging, demolition, closure of ceilings and walls, critical utility tie-ins, equipment activation, commissioning, substantial completion, occupancy, and closure
 - o Construction drawings, including all Architectural and Mechanical / Electrical / Plumbing construction documentation
2. AATC Engineering will have no less than 7 days to review drawings for questions and comments to be submitted to the project manager / contractor
3. The contractor / project manager will reply to questions and comments in no more than 7 days and will make every effort to accommodate AATC Engineering needs and concerns

4 **METHODS, GUIDELINES AND REQUIREMENTS – DURING CONSTRUCTION**

4.1 DURING CONSTRUCTION

The following are basic guidelines for construction methods during construction. These guidelines are not comprehensive and do not supersede local building codes or engineering / design documents. All work performed must adhere to published DOA standards and any applicable codes.

4.1.1 ELECTRICAL WORK

4.1.1.1 EXISTING CONDITIONS

Contractor shall notify AATC of any existing electrical work not up to current code standards.

4.1.1.2 CONCESSION ELECTRICAL WORK

- All concession power must be fed from a concession's switchboard.
- All concessionaires are required to provide an electrical meter for monitoring their electrical use.
- The Airport Standard meter is the EMON DMON 2000.
- All meters must be properly labeled with the concession space number.
- A new electrical meter must be installed for new build-outs and concession kiosks.
- New and existing meters must be tied into the airport building automation system.
- Contractors must document and submit to AATC Engineering the date and final meter reading when a space closes for renovation.
- After renovations contractors must test the meter for operation and contact AATC Engineering with the start-up date of the new meter.

4.1.2 HVAC WORK

4.1.2.1 BUILDING MANAGEMENT SYSTEM (BMS)

1. BMS controls require circuits to be run in conduit.
2. Addition or deletion of BMS points require graphic updates which are provided by the contractor.

4.1.2.2 HVAC EQUIPMENT

1. Demolition of terminal boxes - the contractor must coordinate with AATC in order to salvage HVAC controllers.
2. HVAC tie-ins are to be coordinated with AATC prior to installation.

4.1.2.3 CONCESSION HVAC EQUIPMENT

All concession roof HVAC equipment must be tagged with the concession space number.

4.1.2.4 TEST AND BALANCE REPORTS

Test and balance must be performed by an independent test and balance company certified by AABC or NEBB. AATC requires a certified report prior to the start of a project and at the completion of a project to validate no impact to the HVAC system.

4.1.3 FIRE ALARM SYSTEM WORK

4.1.3.1 TIE-INS

Fire alarm system tie-ins must be coordinated, tested and approved by AATC and the Atlanta Fire Department.

4.1.3.2 FIRE ALARM DEVICES

1. All conduit, junction boxes, and covers must be painted red.
2. Removal and replacement of devices must be performed by AFA Protection.
3. The contractor must coordinate with AFA Protection prior to submitting a Utility Service Request. This request will not be approved until the contractor includes the AFA Protection contact and information as proof of coordination.

4.1.3.3 CONCESSION FIRE PROTECTION WORK

New concession build-outs are required to tie into a new fire main.

4.1.3.4 FEES

All contractors should estimate a fee to included 6-8 hours for each sprinkler system shutdown. Contact AATC Engineering for current rates.

4.1.4 ROOF WORK

Roof work includes:

1. Roof coring
2. Repair of membrane
3. Replacement of membrane
4. Service, installation, replacement or abandonment of HVAC units, satellites and antennas.
5. All abandoned equipment must be removed.

4.1.4.1 ROOF GUIDELINES

1. Personal Protective Equipment (PPE) is required for all edge work.
2. Protect your area of work with boards or drop clothes.
3. Do not put any tools or sharp objects directly on the roof.
4. Use walk pads when walking on the roof.
5. Step over all expansion joints or use ramps when walking on the roof.
6. Use ramps to roll any equipment over expansion joints.
7. Do not leave materials and/or debris on the roof.
8. Do not store materials in the roof mounted units or the stairwells.
9. Do not smoke on the roof.
10. Report any problems on the roof to the AATC Communications Center.
11. Clean PVC and TPO roofs with the following products only:
 1. Simple Green
 2. 409

4.2 AUDITS

AATC reserves the right to conduct audits of work sites during demolition, construction and commissioning. AATC will schedule audits with the Project Manager or Contractor and will provide written documentation to the Project Manager of adverse conditions that require attention.

4.2.1 DEMOLITION AUDITS

During demolition audits AATC will principally focus on ensuring that existing services are not disrupted or damaged and that unsafe conditions do not exist. AATC will document discrepancies and forward in writing to the Project Manager. AATC expects that discrepancies that affect existing services be resolved in a timely fashion with an agreed-upon solution. Further, AATC expects that all discrepancies be resolved prior AATC's acceptance of the project at completion.

4.2.2 CONSTRUCTION AUDITS

During construction audits will principally focus on ensuring that existing services are not disrupted or damaged, that unsafe conditions do not exist, gaining familiarity with new equipment and design, and validating construction methods. AATC will document discrepancies and forward in writing to the Project Manager. Further, AATC expects that all discrepancies be resolved prior AATC's acceptance of the project at completion.

5 METHODS, GUIDELINES AND REQUIREMENTS – SUBSTANTIAL COMPLETION

5.1 SUBSTANTIAL COMPLETION

The Project Manager will notify AATC with critical equipment has been activated and is ready for a functional review.

5.2 SUBSTANTIAL COMPLETION AUDITS

Substantial Completion audits will principally focus on validating that construction and system operation are consistent with design specifications and intent. AATC will document discrepancies and forward in writing to the Project Manager. Further, AATC expects that all discrepancies be resolved prior AATC's acceptance of the project at completion.

6 METHODS, GUIDELINES AND REQUIREMENTS – POST CONSTRUCTION

6.1 POST CONSTRUCTION

AATC will accept a project for maintenance from a Project Manager only after all issues identified during audits have been resolved, and after all documentation has been received and accepted. AATC will formally notify Project Managers when such acceptance has taken place.

6.1.1 RESOLUTION OF AUDIT FINDINGS

1. As noted in section 5.4, AATC will conduct audits at various stages in the project. AATC expects that projects either resolve identified issues, or come to a mutually agreed upon solution with AATC.
2. If a mutually agreed upon solution is not reached between projects and AATC to resolve audit findings, AATC reserves the right to resolve issues using contracted resources, the cost of which will be billed back to project end-users.

6.1.2 DOCUMENTATION

AATC expects that critical project documentation be submitted in one package, organized per CSI categories prior to acceptance. This documentation includes, but is not limited to:

6.1.2.1 AS-BUILTS

1. One set of paper drawings – half or full size
2. One set of drawings in originating software format (i.e. AutoCad, Visio)
3. One set of drawings in Adobe PDF

6.1.2.2 SYSTEM CONFIGURATION / PROGRAMMING DOCUMENTATION

Contractor shall provide soft copy of system configuration files on CD ROM or jump drive. Such configuration includes, but is not limited to:

1. PLC programming / ladder logic files
2. GUI configuration files
3. Loop controller programming logic (such as function block configuration) files
4. JCI BMS configuration files that do not reside on the system server
5. Sequences of Operation

6.1.2.3 COMMISSIONING REPORTS

6.1.2.4 TEST AND BALANCE REPORTS

CITY OF ATLANTA

HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT

CONTRACT

RESOLUTION NUMBER 14-R-XXXX

**RECYCLING CONTAINERS IN THE CENTRAL PASSENGER TERMINAL
COMPLEX**



**KASIM REED
MAYOR
CITY OF ATLANTA**

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

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

Attachment: Recycling Program CPTC Agreement (14-R-3493 : Recycling Program CPTC)

REIMBURSABLE AGREEMENT

This Recycling Container in the Central Passenger Terminal Complex project ("Agreement") is entered into and effective as of _____, 2014 (the "Effective Date") between City of Atlanta ("City") and the service provider Atlanta Airlines Terminal Corporation ("AATC", AATC and the City hereinafter referred to collectively as the "Parties" and individually as a "Party), as set forth below:

Atlanta Airlines Terminal Corporation	City of Atlanta
Address: HJAIA, PO Box 45170 Atlanta, GA. 30320	Address: 1255 South Loop Road College Park, GA. 30337
Phone: 404-530-2104	Phone: 404.382.1311
Fax: 404-530-2106	Fax: 404.305.2427
E-Mail: Kofi.Smith@AATC.org	E-Mail Sharon.Douglas@atlanta-airport.com
AATC Authorized Representative: Kofi Smith; Executive Director	City Authorized Representative: Sharon Douglas; Sustainability Manager

1. Background.

1.1 City desires to obtain from AATC the services ("Work") described in Exhibit A attached for the project entitled "Recycling Containers in the Central Passenger Terminal Complex" ("Project").

1.2 The total not-to-exceed compensation amount payable by City during the term of this Agreement is Three Hundred and Twenty Thousand Dollars and Zero Cents (\$320,000.00) for the cost of Work (the "Agreement Amount" or "Maximum Payment Amount"), inclusive of a four percent (4%) Project Management Fee. The Agreement Amount is based on Project cost estimates and any increase in the Agreement Amount must be documented by an amendment to this Agreement and authorized by appropriate legislation, if necessary, under the City's Code of Ordinances. AATC may not commence any work related to an increase in the Agreement Amount until the City approves of the work and an amendment to the Agreement is executed between the Parties.

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

3. Interpretation.

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

Attachment: Recycling Program CPTC Agreement (14-R-3493 : Recycling Program CPTC)

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

1. Agreement
2. Exhibit A – Scope of Work
3. Exhibit A.1 – Additional Compensation Terms
4. Exhibit A.2 – Construction Specifications
5. Exhibit A.3 – Construction Drawings
6. Exhibit B – Definitions
7. Exhibit C – Authorizing Legislation
8. Exhibit D – Airport Safety and City Security Policies
9. Exhibit E – Dispute Resolution Procedures
10. Exhibit F – Central Passenger Terminal Complex (CPTC) Work Rules
11. Appendix A – Good Faith Outreach Efforts
12. Appendix B – Insurance and Bonding Requirements
13. Appendix C – AATC Standard Operating Procedures
14. Appendix D – Illegal Immigration Reform and Enforcement Act

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

5. **Work.**

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

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

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

5.3 Change Documents.

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Agreement Amount or not. Changes in the Work or other aspects of this Agreement must be made by written document ("Change Document" or "Unilateral Change Document"). All changes must be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

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

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

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

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

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

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

from AATC will become effective only when executed by an authorized representative of City.

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

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

6. **Pricing of Adjustments.**

6.1 **Pricing Methods.**

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

- 6.1.1 Using Unit Prices from this Agreement (if applicable);
- 6.1.2 Estimating new Unit Prices where appropriate, subject to negotiation;
- 6.1.3 Estimating a lump sum price for the change, subject to negotiation; or

6.2 **Cost Breakdown Information.**

When AATC is directed to propose price adjustments pursuant to 6.1.2 or 6.1.3 above, it shall provide cost breakdown information for the purpose of, and in sufficient detail to permit analysis and negotiation including but not limited to labor categories, job hours and rates, equipment and material quantities, sources and calculations, overhead costs

and allocations, profit computations and reference data upon which cost breakdown information estimates are based. AATC is allowed to mark-up Subcontractor work by four percent (4%).

7. **AATC's Obligations.**

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

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

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

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

7.5 **Subcontracting.** Unless specifically authorized in this Agreement or the Agreement Documents, AATC will not enter into any agreement with or delegate or subcontract any Work to any Third Party without the prior written approval of City. If AATC Subcontracts any of the Work, AATC will: (i) be responsible for the performance of Work by the Subcontractors; (ii) remain City's sole point of contact for the Work; and (iii) be responsible for the payment of any Subcontractors.

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

7.5.2 The Agreement Amount contains available compensation for which AATC has yet to receive subcontractor bids/quotes. In such case, when AATC receives bids/quotes, and in accordance with paragraph 7.5 of the Agreement, AATC shall submit a tabulation of all bids/quotes to the Designated Representative along with AATC's recommendation concerning award of the Subcontract. Should the value of the recommended/accepted bid, combined with the AATC 4% Project Management Fee be below the available Agreement Amount, such remaining funds will be placed in Project Contingency for the exclusive use by the Authorized Representative.

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

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

8. City's Authorized Representative.

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

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

9. Payment Procedures.

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

- 9.2 **Invoices.** AATC must prepare and submit to City invoices for payment under this Agreement in accordance with **Exhibit A.1**. Each invoice must be in such detail and format as City may reasonably require. To the extent not set forth on **Exhibit A.1**, AATC must invoice City monthly for Work rendered.
- 9.3 **Taxes.** Compensation payable under this Agreement is inclusive of all taxes, levies, duties and assessments ("**Taxes**") of every nature due in connection with AATC's performance of the Work. AATC is responsible for payment of such Taxes to the appropriate governmental authority. If AATC is refunded any Tax payments made relating to the Work, AATC must remit the amount of such refund to City within forty-five (45) days of receipt of the refund.
- 9.4 **Payment.** City will endeavor to pay all undisputed amounts under this Agreement within thirty (30) days of the date of the receipt by City of a properly rendered, delivered and approved invoice.
- 9.5 **Disputed Charges.** If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify AATC in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and AATC agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies AATC of the disputed amount.
- 9.6 **No Acceptance of Nonconforming Work.** No payment of any invoice or portion thereof or any partial or entire use of the Work by City constitutes approval or acceptance of any Work under this Agreement, nor be considered a waiver by City of any of the terms of the Agreement.
- 9.7 **Payment of Other Persons.** Prior to the issuance of final payment from City, AATC must certify to City in writing, in a form satisfactory to City, that all Subcontractors, subcontractors, materialmen, service provider, suppliers and similar firms or Persons engaged by AATC in connection with this Agreement have been paid in full or will be paid in full, as provided for in the Agreement and the Agreement Documents, utilizing the monies constituting final payment to AATC.
- 9.8 **Project Contingency / Allowances.** The "Project Contingency" allowance is that sum of money set aside and under the control of the City Authorized Representative, or his designee, as part of the Project budget which has been designated to pay for scope modifications, unforeseen events, Work items consistent and related to the Agreement, but not shown on the drawings and/or specifications but necessary for the successful completion of the Work, or emergencies during the course of the Project not otherwise contemplated in the Contract. The City is solely responsible for the appropriation of these funds. AATC shall have no claim to such funds. The Work shall be assigned and directed by the City Authorized Representative, or his designee, in written form. Measurement and payments shall be in accordance with Agreement.

The "Allowance Amount" is that sum of money included in the Agreement Amount that is under the control of the City Authorized Representative, or his designee, to pay for the scope set out for the allowance item ("Allowance Work"). Once the scope of work for the allowance items is fully defined and issued to AATC, AATC shall, within five (5) business days, submit to the City Authorized Representative a cost proposal to accomplish the Allowance Work, including the Allowance Amount, in accordance with the Agreement. Such cost proposal is subject to negotiation. AATC shall not commence any Work or commit any Allowance Work funding until the City Authorized Representative has provided a written acceptance of AATC's cost proposal. Any Allowance Work funding committed by AATC prior to the City Authorized Representative's acceptance of AATC's proposal is at AATC's risk. If the compensation for completing the Allowance Work is more than the Allowance Amount, AATC shall be paid the difference. The difference shall be funded by the issuance of a Change Order. All such Allowance Amount(s) shall cover all direct, indirect, and general condition costs of the Allowance Work and all profit and overhead of AATC for the Allowance Work.

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

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

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

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

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

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

11. **Compliance with Laws.**

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

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

12. **Safety and Security Policies**

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

13. **Confidential Information.**

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

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

disclosing Party contest the disclosure, it must: a) seek a protective order preventing such disclosure; or b) intervene in such action compelling disclosure, as appropriate. This Section will be applicable to information that one Party deems to be Confidential Information but the other Party does not.

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

14. **Work Product.**

14.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar Work or other documents, all deliverables and other Work Product, as referred to herein and in the Agreement Documents, prepared or authored by AATC or any of its Subcontractors exclusively for City under this Agreement and all intellectual property rights associated with the foregoing items will be and remain the sole and exclusive property of City. Any of AATC's or its Subcontractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) will be deemed to be "works made for hire" and made in the course of Work rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product will belong exclusively to City. AATC and its Subcontractors grant City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

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

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

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

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

15. Audit and Inspection Rights.

15.1 General.

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

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

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

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

15.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record

retention policy imposed by Applicable Law, if more stringent than City's policy, AATC will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

16. Indemnification by AATC.

16.1 General Indemnity. AATC must indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors and agents, successors and permitted assigns ("City Indemnitees"), 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) as provided for in the Agreement and the Agreement Documents and arising from claims or actions based upon:

16.1.1 AATC's or AATC Personnel's or any Person acting for, in the name of, at the direction or supervision of or on behalf of AATC's performance, non-performance or breach of this Agreement;

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

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

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

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

16.2 Intellectual Property Indemnification by AATC. AATC must indemnify and hold City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims and all related costs (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon any of the processes, procedures, Work Product, materials and methodologies used by AATC (or any AATC agent, AATC Personnel, Subcontractor, or representative), or City's use thereof (or access or other rights thereto) in connection

with the Work, or any of the Work itself, infringes or misappropriates the Intellectual Property Rights of a Third Party. If any processes, procedures, Work Product, materials, methodologies or Work provided by AATC hereunder is held to constitute, or in AATC's reasonable judgment is likely to constitute, an infringement or misappropriation, AATC will in addition to its indemnity obligations, at its expense and option and after consultation with City regarding City's preference in such event, either: (A) procure the right for City Indemnitees to continue using such processes, procedures, Work Product, materials, methodologies or Work; (B) replace such processes, procedures, Work Product, materials, methodologies or Work with a non-infringing equivalent, provided that such replacement does not result in a degradation of the functionality, performance or quality of the Work; (C) modify such processes, procedures, Work Product, materials, methodologies or Work, or have such processes, procedures, Work Product, materials, methodologies or Work modified, to make them non-infringing, provided that such modification does not result in a degradation of the functionality, performance or quality of the processes, procedures, Work Product, materials, methodologies or Work; or (D) create a feasible workaround that would not have any adverse impact on City.

17. Limitation of Liability.

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

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

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

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

20. Standard Operating Procedures. AATC shall comply with the Standard Operating Procedures as established in Appendix C.
21. Central Passenger Terminal Complex (CPTC). The Central Passenger Terminal Complex (CPTC) is designated as concourses A, B, C, D, E, F, and T as well as the Transportation Mall areas at Hartsfield-Jackson Atlanta International Airport. AATC will ensure all Subcontractors comply with the CPTC Work rules as set forth in Exhibit F.
22. Security and Immigration Compliance Act. AATC and its Subcontractors are subject to the Illegal Immigration Reform and Enforcement Act, O.G.G.A § 13-10-90, et seq. (IIREA) ("Act"). Pursuant to the Act, AATC must ensure that it and each subcontractor provides 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 Affidavit, set forth at Appendix D, must be on file for AATC and any Subcontractor providing services to AATC. All Subcontractors intending to do business with AATC are responsible for independently apprising themselves of and complying with the requirements of the Act. For additional information on the E-Verify program or to enroll in the program, go to: <https://e-verify.uscis.gov/enroll>.
23. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Agreement, in whole or in part, without penalty or further obligation or liability of City.
24. Termination.
- 24.1 Termination by City for Cause. City may at its option, by giving written notice to AATC, terminate this Agreement:
- 24.1.1 for a material breach of the Agreement Documents by AATC that is not cured by AATC within seven (7) days of the date on which City provides written notice of such breach;
- 24.1.2 immediately for a material breach of the Agreement Documents by AATC that is not reasonably curable within seven (7) days;
- 24.1.3 immediately upon written notice for numerous breaches of the Agreement Documents by AATC that collectively constitute a material breach or reasonable grounds for insecurity concerning AATC's performance; or

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

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

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

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

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

tools and property furnished by AATC or provided by City for performance of the terminated Work; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, contracts, subcontracts, rentals or any other agreements existing for performance of the terminated Work, or assign them, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Work; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Work that is not terminated.

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

26. Back Charges.

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

26.2 Backcharge Costs. The cost of backcharge Work will include:

26.2.1 Incurred labor costs, including all payroll additives;

26.2.2 Incurred net delivered materials costs;

26.2.3 Incurred lower tier contractor, supplier and subcontractor costs directly related to performing the corrective action;

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

26.2.5 A factor of thirty-five percent (35%) applied to the total of 26.2.1 through 26.2.4 for overhead, supervision and administrative costs.

26.3 Backcharge not a Release. City will separately invoice or deduct from payments, if any, otherwise due to AATC any backcharge costs. City's right to backcharge is in addition to any other rights and remedies provided in this Agreement or by Applicable Law. The performance of backcharge Work by City will not relieve AATC of any of its

responsibilities under this Agreement, including but not limited to, express or implied warranties, specified standards for quality, contractual liabilities and indemnifications and meeting the Agreement milestone dates set forth in Section 2, entitled "Term."

27. General.

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

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

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

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

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

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

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

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

27.9 Independent Contractor. AATC is an independent contractor of City and nothing in this Agreement will be deemed to constitute AATC and City as partners, joint

venture's, 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.

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

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

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

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

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

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

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

City of Atlanta

AATC

Kasim Reed
Mayor

Kofi Smith
Executive Director

Municipal Clerk (Seal)

Approved:

Corporate Secretary/Assistant
Secretary (Seal)

Adam L. Smith
Chief Procurement Officer

Miguel Southwell
Interim Aviation General Manager

Balram Bheodari
Aviation Deputy General Manager

James L. Drinkard
Assistant Aviation General Manager

Approved as to form:

Senior City Attorney

Attachment: Recycling Program CPTC Agreement (14-R-3493 : Recycling Program CPTC)

EXHIBIT A
SCOPE OF WORK

1. **General Scope of Services:** The scope of the work will include, but not be limited to the following:
 - A central collection and storage area for one (1) 34 yard non-compacting container to collect and store recyclable materials transported from within the terminal and concourse gate areas.
 - Up to 294 single stream recycle bins to be paired with current trash cans throughout the CPTC.
 - Additional manpower and equipment, such as a recycling truck, to collect and transport recyclable materials from the terminals and concourses to the central collection area mentioned above.
2. **Project Deliverables:** AATC is to provide labor, materials, equipment and all services required to accomplish the scope. AATC shall survey the space, validate the scope of work, validate the cost and schedule, and indicate any recommendations, comments, and or comments in writing prior to beginning work.
3. **Construction Services:**
 - 3.1. AATC to complete all the required work detailed within the plans and specifications within the designated terms as stated in this agreement including, but not limited to:
 - 3.1.1. Prior to entering into any subcontracts, conduct a QA and constructability review of plans and specifications, and publish to DOA; and
 - 3.1.2. Develop and submit for approval recommended unit pricing schedules and allowances; and
 - 3.1.3. The construction and maintenance of all necessary temporary partitions in accordance with Airport standards; and
 - 3.1.4. The removal and disposal of removed equipment and material; and
 - 3.1.5. The furnishing and coordinating all necessary lifting equipment and support personnel to install and remove material. Prepare and submit all FAA required crane operations request forms to the Department of Aviation in a timely manner; and

- 3.1.6. The removal and reinstallation of building elements removed to facilitate installation and removal of material; and
- 3.1.7. Conducting, documenting, and publishing pre-construction surveys including inspections and pretesting of systems to identify any nonfunctioning or damaged lighting fixtures, PA equipment, CCTV equipment, fire alarm equipment (strobes, sensors, etc.) and ceiling panels that either remain in place or are to be reinstalled after all related project work has been completed. Any equipment not identified on the survey as damaged or nonfunctioning will be repaired and/or replaced at the contractors' expense; and
- 3.1.8. The furnishing, installing and removal of walk pads and other roof protection required to ensure the integrity of the existing roofing remains intact throughout the duration of the project. All work and costs associated with repairing damages to the roofing system will be in accordance of the contract document and responsibility of the AATC; and
- 3.1.9. Providing a 100% water proof enclosure to cover any roof penetrations (RMU Curbs, cut-outs, etc.) to ensure that the existing roof system is never compromised. AATC is required to construct and secure a covering in a manner to ensure that winds will not displace and will pose NO impact to airline operations. All leak damages incurred through the construction efforts of this project will be repaired and/or replaced by the AATC at AATC's expense; and
- 3.1.10. The dismantling, removal and proper disposal of existing equipment, piping and electrical services and miscellaneous materials as identified in the project plans and specifications; and
- 3.1.11. The furnishing and coordination of Customer Service personnel on an as-needed basis to assist passengers movement during peak travel periods; and
- 3.1.12. The furnishing and/or modifying of Airport way-finding signage, as needed, for a temporary rerouting of pedestrian movement; and
- 3.1.13. The procurement and coordination of Third Party Testing (QA/QC) services for the work as specified within the Contract Documents; and

4. Department of Aviation (DOA) Planning & Development Design Procedures and Standards applied to this Work.
5. **Construction Management Work:**
 - 5.1. AATC must provide Construction Management ("CM") Work for all Project Work, including Work done under each RFP Work package for which a contract was awarded.
 - 5.2. The CM Work will include monitoring the Work of the contractor(s) and coordinating all phases of their Work to facilitate completion of the Project in accordance with the established Project cost and schedule.
 - 5.3. Within ten (10) days of execution of this Agreement, AATC must provide City Authorized Representative with:
 - 5.3.1. a CM Work plan, including proposed staff resumes and manpower Work schedules for construction managers, resident engineers and inspectors; and
 - 5.3.2. construction policies and procedures to be used in managing this Project during the construction phase.
 - 5.4. If AATC desires to subcontract any portion of the CM Work or to supplement AATC's own in-house CM staff with outside resources, AATC must notify City in writing, setting forth with specificity AATC's proposed actions. City will review and approve or disapprove AATC's request within ten (10) days.
- 5.5. **Pre-Construction Support.** AATC must:
 - 5.5.1. provide technical support in pre-award and pre-construction meetings;
 - 5.5.2. coordinate pre-construction meetings to acquaint contractors with the Project's scope of Work, Airport security requirements, CPTC Work rules and guidelines for early submittal requirements and mobilization efforts; and
 - 5.5.3. identify long lead procurement items that may impact the overall Project timeframes.
6. **Cost Control.** AATC must monitor construction and provide a monthly progress report to City Authorized Representative identifying any variances between actual costs and approved budgets and identify potential cost overruns. AATC must include funding levels, commitments, costs to date and forecasts in its monthly progress reports. In conjunction with cost estimating, AATC must assess alternatives to correct any variances and reduce

costs and notify City Authorized Representative with recommendations for appropriate action.