

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KISSBERG CONSTRUCTION, INC. FOR PROJECT NUMBER FC-7255, DEMOLITION OF CITY SOUTH HANGAR WEST ANCILLARY BUILDINGS, AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$857,055.00. ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAE0: 18111304 (OTHER FACILITY PROJECTS) D0755011 (DEMO CITY SOUTH HANGAR-WEST ANCILLARY BUILDINGS) 550291249 (DOA R N E 9999) 5414002 (FACILITIES OTHER THAN BLDGS) AND FDOA: 5502 (AIRPORT RENEWAL & EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5414002 (FACILITIES OTHER THAN BLDGS) 7563000 (AIRPORT) 111304 (OTHER FACILITY PROJECTS) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

Workflow List:

Finance	Completed	07/17/2014 9:26 AM
Kristen M. Rectenwald	Completed	07/17/2014 9:39 AM
Miguel Southwell	Completed	07/17/2014 4:06 PM
Procurement	Completed	07/17/2014 5:14 PM
Adam Smith	Completed	07/18/2014 10:56 AM
Mayor's Office	Completed	07/18/2014 11:08 AM
Office of Research and Policy Analysis	Completed	07/22/2014 5:41 PM
Transportation Committee	Pending	
Atlanta City Council	Pending	
Mayor's Office	Pending	

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

LEGISLATION HISTORY - BLUE BACK

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH KISSBERG CONSTRUCTION, INC. FOR PROJECT NUMBER FC-7255, DEMOLITION OF CITY SOUTH HANGAR WEST ANCILLARY BUILDINGS, AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$857,055.00. ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAE0: 18111304 (OTHER FACILITY PROJECTS) D0755011 (DEMO CITY SOUTH HANGAR-WEST ANCILLARY BUILDINGS) 550291249 (DOA R N E 9999) 5414002 (FACILITIES OTHER THAN BLDGS) AND FDOA: 5502 (AIRPORT RENEWAL & EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5414002 (FACILITIES OTHER THAN BLDGS) 7563000 (AIRPORT) 111304 (OTHER FACILITY PROJECTS) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the “City”) solicited bids for Project Number FC- 7255, Demolition of City South Hangar West Ancillary Buildings, on behalf of the Department of Aviation (the “Project”); and

WHEREAS, the Project involves demolishing the former Northwest Airlines Training Building (approx. 33,866 sq. ft.), Metal Fabrication Shop (approx. 3,700 sq. ft.), GSE Building (approx. 16,640 sq. ft.), Metal Canopy/cantilevered steel frame (approx. 1,030 sq. ft.) and a Warehouse Building (approx. 15,170 sq. ft.), where all buildings are single story construction with the exception of the Training Building which has a mezzanine level of approximately 5,700 sq. ft.; and

WHEREAS, the Aviation General Manager and the Chief Procurement Officer have recommended that the Agreement for the Project be awarded to the most responsive, responsible bidder, Kissberg Construction, Inc., (the “Contractor”), in an amount not to exceed \$857,055.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute an Agreement with Kissberg Construction, Inc., on behalf of the Department of Aviation, in an amount not to exceed \$857,055.00.

BE IT FURTHER RESOLVED, that the Contractor is expected to achieve substantial completion of the entire project on or before two-hundred thirty (230) calendar days from Notice to Proceed.

BE IT FURTHER RESOLVED, that the City Attorney is hereby directed to prepare an Agreement for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from PTAE0: 18111304 (Other Facility Projects) D0755011 (Demo City South Hangar-West Ancillary Buildings) 550291249 (DOA R N E 9999) 5414002 (Facilities Other Than Bldgs) and FDOA: 5502 (Airport Renewal & Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5414002 (Facilities Other Than Bldgs) 7563000 (Airport) 111304 (Other Facility Projects) 91249 (DOA R N E 9999).

BE IT FINALLY RESOLVED, that the Agreement shall not become binding upon the City and the City will incur no obligation or 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 Kissberg Construction, Inc.

SERVICES AGREEMENT; CONTRACT NO. FC-7269

This Services Agreement ("Agreement") is entered into and effective as of _____ (the "Effective Date") between the City of Atlanta ("City") and the service provider ("Contractor") set forth below.

Contract Name: Rental Car Center, Operation and Maintenance at Hartsfield-Jackson Atlanta International Airport	Contract No. FC-7269
Contractor	City of Atlanta
Name: Cofely/MiJoy Joint Venture	Using Agency: Department of Aviation
Address: 1870 The Exchange, Suite 100 Atlanta, Georgia 30339-2021	Address: 1300 Inner Loop Road College Park, GA 30337
Phone: 770-951-7023	Phone: 404-270-7950
Fax:	Fax: 404-765-6344
Authorized Representative: John Gazerro	Authorized Representative: Robert Palmer Director of Maintenance

1. **Background.**

1.1 City desires to obtain from Contractor the services ("Services") described generally on **Exhibit A** attached.

1.2 The total amount of payments by City under this Agreement is set forth on **Exhibit A.1** (such amount, the "Annual Maximum Payment").

2. **Term.** The term of this Agreement (the "Term") shall be for three (3) years with two (2) two (2) year renewal options which may be exercised at the sole discretion of the City.

3. **Interpretation.**

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

If there is a conflict between any of the Contract Documents, precedence shall be given in the following order:¹

1. Legislation
-

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

2. Change Documents
3. Submitted and accepted yearly operating budgets
4. Agreement
5. Service Provider Submittals

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

5. **Services.**

5.1 **Description of Services.** Contractor agrees to provide to City the Services per this Agreement. The Services will include the following: (a) a reference to this Agreement; (b) a description of the Services to be provided; (c) the amounts payable and payment schedule for the Services; and (d) any additional provisions applicable to the Services. This Agreement will not become effective until it has been executed by an authorized representative of Contractor and City. If any services to be performed are not specifically included in the Agreement, but are reasonably necessary to accomplish the purpose of the Agreement, they will be deemed to be implied in the scope of the Services for that Agreement to the same extent as if specifically described in the Agreement.

5.2 **Resources.** Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Contractor Personnel required for the proper performance of Services shall be furnished by and be under the control of Contractor. Contractor shall be responsible, at its sole cost, for procuring and using such resources in proper and qualified, professional and high quality working and performing order.

5.3 **Change Documents.**

5.3.1 This section will govern changes to the Agreement, whether such changes involve an increase in the Annual Maximum Payment Amount or not. Changes in Services or other aspects of this Agreement shall be made by written document ("Change Document" or "Unilateral Change Document").² All changes shall be implemented pursuant to this subsection (the "Change Document Procedures") and any Applicable Law.

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

- (a) Change Documents to the Agreement involving an increase to the Annual Maximum Payment Amount executed between City and Contractor which may or may not require legislative approval under Code Section 2-1292;

² Change Documents may assume numerous multiple forms and titles depending on the nature of the change involved (e.g. Change Order, Unilateral Change Order, Amendment, Contract Modification, Renewal, etc.).

(b) Change Documents to the Agreement involving no increase to the Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms or amounts of compensation under the Maximum Payment Amount executed between City and Contractor 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 Annual Maximum Payment Amount, changes in the value of the Charges or changes in the terms of amounts of compensation under the Maximum Payment Amount.

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

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

5.3.4 Contractor 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 shall include the applicable schedule for implementing the proposed change, any applicable changes to the Charges (either increased or decreased) and all other information applicable to the proposed change. Each Proposed Change Document shall constitute an offer by Contractor and shall be irrevocable for a period of sixty (60) days. City shall review and may provide Contractor with comments regarding a Proposed Change Document, and Contractor shall respond to such comments, if any. A Proposed Change Document from Contractor 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 Annual Maximum Payment Amount, and Contractor shall, in good faith, evaluate such proposed Change Request. If City and Contractor are able to reach agreement on such Change Request, each will execute a Change Document concerning such Change Request pursuant to Code Section 2-1292(d). Nothing in this Agreement shall, in the event of disagreement between City and Contractor concerning a proposed Change Request, or otherwise, prohibit City from issuing a Unilateral Change Document to Contractor, pursuant to Code Section 2-1292(d), and City and Contractor agree to resolve their dispute pursuant to the Dispute Resolution Procedures set forth in **Exhibit F**. During the pendency of such dispute, Contractor shall continue to perform the Services, as changed by such Unilateral Change Document.

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

6. Contractor's Obligations.

6.1 Contractor Personnel. Contractor shall be responsible, at its own cost, for all recruiting, hiring, training, educating and orienting of all Contractor Personnel, all of whom shall be fully qualified and shall be authorized under Applicable Law to perform the Services.

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

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

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Contractor will not enter into any agreement with or delegate any Services to any Third Party without the prior written approval of City, which City may withhold in its sole discretion. If Contractor subcontracts any of the Services, Contractor shall: (i) be responsible for the performance of Services by the subcontractors; (ii) remain City's sole point of contact for the Services; and (iii) be responsible for the payment of any subcontractors.

6.6 Key Contractor Personnel and Key Subcontractors.

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

- (a) John Gazerro, Principal in Charge;
- (b) A. Mucker, Facility Manager;
- (c) Michael A. Burt, Chief Facility Engineer;
- (d) Mark Miller, Customer Service Supervisor; and
- (e) Brain Crowther, Exterior Maintenance Supervisor.

The following Persons are identified by Contractor as Key Subcontractors under this Agreement:

- (f) CSM America - Custodial;
- (g) Keystone Maintenance – Exterior Maintenance; and
- (h) _____.

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

6.7 Conflicts of Interest. Contractor shall immediately notify City in writing, specifically disclosing any and all potential or actual conflicts of interests, which arise or may arise during the execution of its work in the fulfillment of the requirements of the Agreement. City shall make a written determination as to whether a conflict of interest actually exists and the actions to be taken to resolve the conflict of interest.

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

7. City’s Authorized Representative.

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

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

8. Payment Procedures.

8.1 General. City will not be obligated to pay Contractor any amount in addition to the Charges set forth in this Agreement for Contractor's provision of the Services. Contractor Personnel hourly rates, reimbursable expenses and other compensable items under this Agreement set forth on **Exhibit A.1 Compensation.**

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

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

8.4 Maximum Amount. City shall not be obligated to pay any amount in excess of the Annual Maximum Payment Amount for all Services under this Agreement.

8.5 Payment. City shall endeavor to pay all undisputed Charges within thirty (30) days of the date of the receipt by City of a properly rendered and delivered invoice. Notwithstanding the forgoing, unless otherwise provided in the Agreement, all undisputed Charges on an invoice properly rendered and delivered shall be payable within forty-five (45) days of the date of receipt by City.

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

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

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

9. Contractor Representations and Warranties. As of the Effective Date and continuing throughout the Term and any subsequent Agreement performance period, Contractor warrants to City that:

9.1 Authority. Contractor 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 affect on its business or its ability to perform its obligations under this Agreement. Contractor 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 Contractor, enforceable against it in accordance with its terms. No action, suit or proceeding in which Contractor is a party that may restrain or question this Agreement or the provision of Services by Contractor is pending or threatened.

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

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

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

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

10. Compliance with Laws.

10.1 General. Contractor and its subcontractors will perform the Services in compliance with all Applicable Laws

10.2 City's Socio-Economic Programs. Contractor shall comply with Appendix A and any applicable City socio-economic programs, including, but not limited to, City's EBO and EEO Programs, and requirements set forth in the Code in the performance of the Services.

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

11. Confidential Information.

11.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligations for the other Party's Confidential Information that constitutes trade secrets pursuant to Applicable Laws will continue for so long as such Confidential Information continues to constitute a trade secret under Applicable Law. Any Confidential Information that may be deemed Sensitive Security Information by the Department of Homeland Security or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Contractor 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.

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

12. Work Product.

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

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

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

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

12.5 Without any additional cost to City, Contractor Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product. Contractor irrevocably designates City as Contractor's 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 Contractor's name, with the same force and effect as if performed by Contractor.

13. Audit and Inspection Rights.

13.1 General.

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

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

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

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

13.2 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, Contractor 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.

14. Indemnification by Contractor.

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

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

(b) compensation or benefits of any kind, by or on behalf of Contractor Personnel, or any subcontractor, claiming an employment or other relationship with Contractor 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 Services by such Contractor Personnel or subcontractor);

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

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

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

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

15. Limitation of Liability.

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

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

16. Insurance and Bonding Requirements. Contractor shall comply with the insurance and bonding requirements set forth on **Exhibit D.**

17. Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this 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.

18. Termination.

18.1 Termination by City for Cause. City may at its option, by giving written notice to Contractor, terminate this Agreement:

- (a) for a material breach of the Contract Documents by Contractor that is not cured by Contractor within seven (7) days of the date on which City provides written notice of such breach;
- (b) immediately for a material breach of the Contract Documents by Contractor that is not reasonably curable within seven (7) days;

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

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

18.2 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above **subsection** entitled "**Termination by City for Cause**", Contractor will be liable for all costs in excess of the Charges for all terminated Services reasonably and necessarily incurred by City in the completion of the Services, including the cost of administration of any 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 entitled "Termination by City for Convenience"**.

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

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

18.5 Termination for Lack of Appropriations. If, during any year of this Agreement, legislation establishing an Annual Maximum Payment Amount for the following year is not enacted, this Agreement will terminate in its entirety on the last day of the Term for which an Annual Maximum Payment Amount has been legislatively authorized.

18.6 Effect of Termination. Unless otherwise provided herein, termination of this Agreement, in whole or in part and for any reason, shall not affect: (a) any liabilities or obligations of either Party arising before such termination or out of the events causing such termination; or (b) any remedies to which a Party may be entitled under this Agreement, at law or in equity. Upon termination of this Agreement, Contractor shall immediately: (i) discontinue Services on the date and to the extent specified in the notice and place no further purchase orders or subcontracts to the extent that they relate to the performance of the terminated Services; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other agreements existing for performance of the terminated Services, or assign those agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

19. Dispute Resolution.

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

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

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

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

20. General.

20.1 Notices. Any notices under this Agreement shall be in writing and sent to the respective Party at the address on page 1 of this Agreement, or, if applicable, to the City's Department of Procurement at 55 Trinity Avenue, Suite 1790, Atlanta, Georgia, 30303, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by confirmed facsimile with a copy sent by another means specified in this Section; or (c) three (3) days after the date of mailing by United States certified mail, return receipt requested, postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

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

20.3 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 shall be void ab initio.

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

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

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

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

20.8 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, shall survive the expiration or termination of this Agreement.

20.9 Independent Contractor. Contractor is an independent Contractor of City and nothing in this Agreement shall be deemed to constitute Contractor and City as partners, joint venturers, or principal and agent, or be construed as requiring or permitting the sharing of profits or losses. Neither Party has the authority to represent or bind or create any legal obligations for or on behalf of the other Party.

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

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

20.12 Entire Agreement. The Contract 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 each Party’s authorized representative and each such writing shall be deemed to incorporate the Contract Documents, except to the extent that City is authorized under Applicable Law to issue Unilateral Change Documents. CONTRACTOR 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.

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

[Signatures on Following Page]

City of Atlanta	Cofely/MiJoy Joint Venture
<p>Mayor _____</p> <p>Municipal Clerk (Seal)</p> <p>Recommended:</p> <p>_____</p> <p>Aviation General Manager</p> <p>_____</p> <p>Deputy Aviation General Manager</p>	<p><u>Cofely Service Inc.</u></p> <hr/> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <hr/> <p>Corporate Secretary/Assistant Secretary</p> <p style="text-align: center;">[Seal]</p>

Attachment: Demolition of City South Hangar Transmittal (14-R-3985 : Kissberg Construction Demolition of City South Hangar at HJAIA)

Director of Maintenance	
<hr/>	<u>MiJoy Industrial Services, Inc.</u>
Chief Procurement Officer	By: _____
Approved as to form:	Name: _____
<hr/>	Title: _____
Senior Assistant City Attorney	<hr/> Corporate Secretary/Assistant Secretary
	<p>[Seal]</p>

EXHIBIT A – SCOPE OF SERVICES

PART I

SERVICED FACILITY RAMP-UP SERVICES

The Contractor shall perform services for the following: The Rental Car Center (RCC) is situated on a 98-acre tract adjacent to Hartsfield Jackson Atlanta International Airport (ATL), just west of Interstate 85. The RCC house's multiple rental car companies, either currently operating on or off-airport at H-JAIA. The facility provides approximately 8,700 ready, return and storage spaces in the garage structures, with additional ground storage spaces within rental car exclusive-use areas. The facility includes a multi-level Customer Service Center (CSC), circulation roadways, exterior landscaping, and three (3) Automated People Mover stations: Gateway Station (GICC Station), Central Passenger Terminal Complex (CPTC) Station, and Customer Service Center (CSC) Station – all facilities require mechanical, electrical/electronics, plumbing, building/structure services, elevator/escalator services, exterior grounds services, janitorial services, facilities management operation and maintenance services. Refer to Attachment A to this Exhibit for further description of the Serviced Facility.

The facility opened in the December 2009 time frame. If applicable, the Service Provider is expected to begin providing services (Serviced Facility Ramp-Up Services) on October 1, 2014 under this Contract. Initially this presence is expected to be in the form of senior management personnel to allow the Contractor's leadership to become familiar with the facilities and begin interaction with the Authorized Representative. Approximately mid-October 2014, the Service Provider is expected to have a significant presence on site as substantial work and training will be needed to prepare the Service Provider team to commence Services on November 1, 2014. **Compensation for the Serviced Facility Ramp-Up Services will not be payable by the City until the Service Providers first payment request following commencement of Services in November 2014.**

The Service Provider will be provided Operations and Maintenance Manuals, Commissioning documentation, as-built drawings and specifications, Tenant Lease Agreements, Warranties, and existing maintenance records.

The services to be provided during the Serviced Facility Ramp-Up Services include:

- 1.1. Establish agreements for commodity services (electricity, water, gas, etc.);
- 1.2. Review plans and specifications from the tenants and provide comments regarding issues Service Provider reasonably anticipates might affect the operations and maintenance related costs (i.e. location and use of utility

- meters), equipment locations and access;
- 1.3. Attend progress meetings as requested by the City;
 - 1.4. Assist the City with coordination and organization of time management schedules for the project;
 - 1.5. Tour the facility twice monthly and prepare written reports to the City outlining issues, concerns and questions related to the existing condition of the Serviced Facility.
 - 1.6. Work with the City to coordinate transition of the facility;
 - 1.7. Provide overall facility management coordination with the appropriate jurisdictions and ATL;
 - 1.8. In conjunction with ATL develop a written Physical Security Loss and Prevention Plan;
 - 1.9. In conjunction with ATL review and provide any comments regarding the emergency operation plan for the Serviced Facility which must include an Emergency Evacuation and APM Failure Plan.
 - 1.10. Develop an annual review program by the Serviced Facility tenants and customers of the Contractors performances.
 - 1.11. The Contractor shall develop and submit to the Authorized Representative for approval a Comprehensive Operational Approach Statement that concisely describes how the Contractor intends to meet the requirements of this Contract. The Comprehensive Operational Approach Statement must include a detailed section addressing how the services under this Contract will adjust as the facilities and equipment transition from the Warranty phase. Such Comprehensive Operational Approach Statement shall include, but not be limited to, the following:
 - 1.11.1. Reviewing and making any recommendations to the Authorized Representative of the General Maintenance Tasks and Preventative Maintenance Tasks (Attachment C to this Exhibit A) detailing the types of work to be accomplished and the frequency of this work.
 - 1.11.2. Reviewing and subsequently maintaining a parts and supplies inventory. The City, at no charge to the Service Provider, will provide space within the facility as available for a limited inventory of critical, unique or frequently-used parts and supplies.

The Comprehensive Operational Approach Statement shall include an explanation of how the proposed staffing will meet the contract requirements introduce the Contractor's team, describe which individual positions will be

based on-site and any support off-site. List any Subcontractors and their duties, update and revise as necessary the Contractors proposal regarding the management approach and the approach to communications within the Service Provider’s organization and with ATL and summarize the schedule for implementation of all the aspects of this Contract.

- 1.12. Support implementing a management information process by providing accessible, accurate, complete and current information involving the management of this Contract. The management information process will be one vehicle for collecting and reporting management information needed by the Service Provider and the Authorized Representative’s use, In addition the Service Provider is to develop communication and reporting processes to interface with Tenants and the Authorized Representative to meet all management information needs.
- 1.13. The Serve Provider shall submit a Staffing Matrix/Work Schedule, as exemplified below, which shall include all Service Provider personnel, including subcontractors, providing management, administrative, and technical services and functions necessary for effective and timely accomplishment of the Contract requirements. **In no case will the final accepted Staffing Matrix/Work Schedule entitle the Service Provider to compensation in excess of the amount submitted for the Contract 1st Year Annual Maximum Payment Amount.**

Staffing Matrix/Work Schedule									
Staff/Position Information				Proposed Work Week					
Position	Annual Hours	Avg. Salary	Sun	Mon	Tues	Wed	Thurs	Fri	Sat
Supervisor	2080	\$50,000	-	8am-5pm	8am-5pm	8am-5pm	8am-5pm	8am-5pm	-
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours
Job Class/Title	Annual Hours	Avg. Salary	Hours	Hours	Hours	Hours	Hours	Hours	Hours

- 1.14. The Staffing Matrix/Work Schedule shall be maintained during the life of the Contract and submitted with the monthly invoice.

Attachment: Demolition of City South Hangar Request Form (14-R-3985 : Kissberg Construction Demolition of City South Hangar at HJAIA)

EXHIBIT A – SCOPE OF SERVICES

PART II

GENERAL OVERVIEW OF REQUIRED SERVICES TO SUPPORT THE SERVICED FACILITY

The Service Provider will be responsible for the overall operation and maintenance of the Serviced Facility for a period of three (35) years, eight (8) months, with two (2) two (2) year renewal options, which may be exercised at the sole discretion of the City. The services will be provided, except as noted herein, for all common use areas, facilities, equipment and services in support of the Serviced Facility.

- 1.0** The work of the Contractor shall include, but not necessarily be limited to, the operation and maintenance, as herein defined of physical building systems, mechanical systems, electrical systems, plumbing systems, roof draining systems, fire protection/alarm systems, CCTV/security systems, specialty systems, miscellaneous equipment, and general maintenance. The contractor shall furnish and supply all labor, supervision, administration, customer service, engineers, tools, materials, and equipment necessary, proper, or desirable for the efficient operation and maintenance of the Serviced Facility.

Contractor acknowledges that the scope of services contained in this Exhibit A and Attachments 1, 2, and 3 represent the minimum services required under the Contract. Any accepted annual operation and maintenance budget is inclusive of this scope of services as well as any additional operation and maintenance duties directed by the City Authorized Representative.

2.0 **GENERAL PROFESSIONAL SERVICES**

- 2.1.** Hire, train, retain, and develop seasoned on-site personnel to operate and maintain the Serviced Facility, including customer service operations;
- 2.2.** Maintain books and records for the operation and maintenance of the Serviced Facility. All costs of operating and maintaining to be in accordance with the Annual Maximum Payment and will be allocated in accordance with Exhibit A.1 of the Services Agreement;
- 2.3.** Maintain current certificates of insurance on vendors, subcontractors and members;
- 2.4.** Provide monthly financial reports consisting of, but not limited to:

- 2.4.1. Bank Statement;
- 2.4.2. Operating Statement;
- 2.4.3. General Ledger;
- 2.4.4. Year-to-Date Variance Report;
- 2.4.5. Monthly Cash Reconciliation;
- 2.4.6. Month-to-Date Variance Report
- 2.4.7. Check Register;
- 2.4.8. Monthly/Year-to-Date Utility Metrics;
- 2.4.9. Monthly/Year-to-Date Preventative Maintenance Metrics;
- 2.5.** Prepare annual budget, identify only recommended Capital Improvements for the Serviced Facility, and a detailed historical report of operating and maintenance costs by components;
- 2.6.** Prepare specifications and administer the bidding process for contract and other maintenance related services;
- 2.7.** Administer the general and preventive maintenance program for all common use building, mechanical, electrical, plumbing and fire protection systems and equipment on or about the Serviced Facilities;
- 2.8.** In accordance with the Annual Maximum Payment, undertake, supervise, and process payments for all operational activities of the Serviced Facilities including but not limited to:
 - 2.8.1. Janitorial;
 - 2.8.2. Landscaping;
 - 2.8.3. Pavement Repairs, Maintenance, and Striping;
 - 2.8.4. HVAC;
 - 2.8.5. General and electrical;
 - 2.8.6. Preventative maintenance program;
 - 2.8.7. Window washing;
 - 2.8.8. Electrical, gas, and water;
 - 2.8.8.1. Perform all required actions to obtain all utility company energy conservation rebates to which the City is entitled. Obtain, complete, and submit the required forms and follow up to assure that the City has received the appropriate rebate forms.

- 2.8.9. Any other maintenance and or repair activity to ensure quality operation of the Serviced Facility;
- 2.8.10. Customer Service;
- 2.8.11. All billing and cost recovery backup information and assist DOA in preparing Tenant billings.

3.0 GENERAL FACILITIES MAINTENANCE SERVICES

- 3.1.** Maintain, initiate, coordinate and supervise all ordinary and extraordinary preventative maintenance, general maintenance, and repair services for the Serviced Facilities in accordance with the manufactures or industry maintenance standards including but not limited to:
 - 3.1.1. Interior and exterior lighting;
 - 3.1.2. Electrical systems;
 - 3.1.3. Plumbing systems;
 - 3.1.4. HVAC and other mechanical systems;
 - 3.1.5. Elevator and escalator maintenance;
 - 3.1.6. General repair including painting, upkeep of all interior and exterior signage;
 - 3.1.7. Fire protection and safety equipment;
 - 3.1.8. Interior and exterior landscaping;
 - 3.1.9. Utility service (electricity, gas, water);
 - 3.1.10. Janitorial services;
 - 3.1.11. Waste and debris management;
 - 3.1.12. Maintain common area parking lots, sidewalks and roadways;
 - 3.1.13. Maintain Access Roads and Ramps to/within Parking Decks/Garages.
- 3.2.** The following items are excluded from services specified in Para 2.1., except through agreement/approval of Mitsubishi Site Director or the DOA Automated People Mover (APM) Manager. Aside from general interior APM station surfaces cleaning:
 - 3.2.1. No maintenance shall be performed on any APM station dynamic signage.
 - 3.2.2. No maintenance shall be performed on any APM station doors, station

door audio speakers, station door warning lights, or AGTS access doors.

- 3.2.3. No maintenance shall be performed on any APM-related decals or other fixed APM signage.
- 3.2.4. Contractor noted discrepancies with any of the above shall be forwarded to the Mitsubishi Central Control Operator (CCO) for action.
- 3.2.5. No maintenance performed in any of the APM stations shall hinder or otherwise obstruct the flow of passengers entering or exiting through the APM Station Doors without approval from the Mitsubishi CCO.
- 3.2.6. No maintenance performed in any of the APM stations will result in obstructing the automatic door opening/closing feature of the station doors without approval from the Mitsubishi Central Control Operator.
- 3.2.7. All customer reported “non-emergency” incidents or service complaints related to the APM shall be reported in writing directly to the APM Manager within twenty-four (24) hours unless they affect passenger safety. In this case, they will be reported immediately to the Mitsubishi Central Control Operator (CCO). All accidents involving personal injury aboard the APM shall be reported to the Mitsubishi Central Control Operator via on-board emergency telephones. The CCO will contact the appropriate Public Life Safety response unit.

3.3. Cost Recovery

Billing, meter reading, utilities, back charges, individual bills, rent, maintenance, janitorial, landscaping, etc.

4.0 Warranties

- 4.1. Maintain, track, file, enforce and administer all claims and periods under Manufacturers’, Subcontractors’, or Vendors’ warranties or guaranties.

5.0 Miscellaneous Work

The Service Provider shall perform miscellaneous mechanical, electrical, plumbing and structural (MEPS) work of a non-technical, technical, or professional nature as requested by the Authorized Representative for miscellaneous work for which the MEPS personnel will be deployed, at no additional cost to the City. If less than twenty (20) hours of such work is requested by the City in any one month, the unused hours can be accumulated on an annual basis at which time all unused hours accumulated during the prior (12) twelve-month period shall lapse. Nothing contained in this paragraph shall limit the right of the Authorized Representative to request

contractor to perform miscellaneous MEPS work in excess of 240 hours per twelve-month period, provided that the City will pay in accordance with the contract requirements.

- 6.0** The maintenance and repair of systems is excluded from the work if required work is a result of fire, explosion, wind storm, hail, lightning, collision, or other catastrophic or nature cause. If required as a result of the misuse, loading in excess of design capacity, intentional damage or vandalism by the City, or its employees, agents or invitees, or by an unauthorized person who breaches the security system, unless caused by the contractor's negligence or willful misconduct. However, the Contractor may be directed to perform work at the City sole option as an increase to the Capped Cost of the Work.

EXHIBIT A –SCOPE OF SERVICES

PART III

GENERAL SPECIFICATIONS AND PROVISIONS

1.0 Document Intent

This article describes general specifications and provisions, which apply to all attached articles, exhibits, and attachments. It provides the Service Provider with the City’s direction for performing facilities operation and maintenance activities. The provisions described here are intended to maximize efficiency of operations; increase the useful life of equipment, systems, components, materials, products, and structures and to provide reliable and suitable conditions for the traveling public and building tenants.

- 2.0 Service Levels: Best-in-Practice Service - Best in Practice Intent.** There can be no better service provided by internal or outside means. The Contractor shall provide level of services, equipment reporting and documentation, inspections, general and preventive maintenance programs in a proactive, professional, and accurate manner. Communication and correspondence shall be timely and efficient. Technical personnel shall be professional and proficient on all aspects of the contract work. The quality level shall be maintained to the highest level. Should the City’s quality inspections or survey indicate otherwise, the Service Provider shall take immediate and appropriate corrective action(s).

Best in practice does not simply mean additional resources through additional labor but to the method of delivering services. The Service Provider shall provide incentives to foster a positive work environment and demonstrate fiscal responsibility with respect to the Service Provider’s personnel, subcontractors, and suppliers as well as to the City.

- 3.0 Implementation Goals** – The Service Provider shall implement a management program that will provide support for the ATL mission and maximize the level of service and support to the customer community within limits of affordability. This program shall:

- 3.1. Employ an innovative, entrepreneurial, and efficient management approach challenging the status quo and traditional methods in formulating and delivering high quality, timely, and cost effective support services.
- 3.2. Implement management strategies that produce an effective response to rapid changes and emergency situations while avoiding or minimizing additional cost through the prudent adjustment of service performance levels.

- 3.3. Incorporate quality concepts in all aspects of the operations, placing highest value on cost reduction without mission support degradation.
- 3.4. Attend customer service excellence training provided by the City.
- 3.5. Practice dynamic planning, balancing short-term service delivery efficiencies with longer range actions for improved mission support at a lower cost.
- 3.6. Achieve common support practices and systems that provide services to multiple customers.

4.0 Security Provisions

- 4.1. In addition to the applicable portions of the Security requirements contained in Exhibit "E" of the Agreement the Service Provider shall:
 - 4.1.1. The Service Provider shall provide assistance and cooperation for all authorized inspections, internal reviews, and audits conducted by the City and other agencies that involve matters related to facilities and services in this Contract.
 - 4.1.2. At no time shall the Service Provider place their lock on any doors(s) on ATL Property without written approval from the Authorized Representative.
 - 4.1.3. The Service Provider shall establish a lock and key control program to maintain and control all keys, access codes and or cards to access locations in the Serviced Facility. The Service Provider shall ensure they secure keys at all times. If the Service Provider misplaces or loses one or more keys and the key or keys are considered to be in critical areas or non-critical areas, the Service Provider shall be responsible to replace all cores and/or locksets if necessary to restore security to the lock system at the Service Provider's cost. The Service Provider shall immediately inform the Authorized Representative and have an action plan to replace and ensure such security compromise does not occur again.
 - 4.1.4. If by fault of the Service Provider, access codes have been compromised, the Service Provider shall be required to change all cipher and combination style lock system codes and/or hardware at the Service Provider's cost.

5.0 Contractor's On-site Security Procedures

- 5.1. The Service Providers' employees and employees of Subcontractors must complete a security requirements training and are required to carry and to visibly display identification badges at all times. Contractor's employees and employees of subcontractors shall immediately report lost or stolen badges to the Authorized Representative.
- 5.2. The Service Provider's employees and employees of Subcontractors shall surrender their badge upon termination of employment.
- 5.3. The Service Provider's employees and employees of Subcontractors must be aware of any security areas which are to be serviced and special arrangements associated with them.
- 5.4. The Service Provider shall establish an electronic sign-in-and-out log upon which the employees of the Service Provider must sign in and out twenty-four hours a day, seven days a week. Daily log sheets are to be retained by the Service Provider and be available for inspection at any time by the Authorized Representative. Electronic records shall be retained for a period of no less than thirty (30) days.

6.0 Safety Provisions

- 6.1. The Service Provider shall be responsible for safety and protection of the Service Provider's employees, tenants, and the traveling public.
- 6.2. The Service Provider shall be responsible for initiating, maintaining and supervising all safety precautions required in connection with their work in accordance with the applicable portions of the City's Safety and Health Plan (Exhibit "G") of the Agreement; the Occupational Safety and Health Administration (OSHA) and other governing agencies.
- 6.3. The Service Provider shall report promptly in writing to the Authorized Representative accidents in connection with the performance of the work which results in death, any injury requiring medical treatment other than first aid administered at the jobsite, or property damage, giving full details and statements of witnesses.
- 6.4. The Service Provider shall be required to display appropriate signage to alert the public of unsafe conditions. The use of temporary signs at ATL is a necessary practice. First, and foremost, the Service Provider shall use accurate and concise warning signs. Secondly, it is the ATL policy to notify the traveling public, through the use of signs, whenever any of our facilities such as, but not limited to, restrooms, stairwells, restoration areas, equipment, escalators, and elevators are not in service. These signs will be

used to direct the traveling public to the nearest equivalent that is in service. The unexpected need for crowd control or other deviation from a normal route shall be provided through the use of temporary signs. The Service Provider shall be required to coordinate sign policy changes on an as needed basis.

- 6.5. The Service Provider shall be solely and completely responsible for initiation, maintaining, and supervision of safety precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to employees on the work site and other persons including, but not limited to general public who may be affected.

7.0 Protection for the Public and Property

- 7.1. The Service Provider shall take all necessary precautions to prevent injury to the public, building occupants, or damage to the property of others.
- 7.2. The storage, positioning, or use of equipment, tools, scraps, trash, and furniture in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.
- 7.3. No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants.
- 7.4. Work shall not be performed in any area occupied by the public or building occupants unless specifically permitted by the Authorized Representative and unless adequate steps are taken for the protection of the public or employees.
- 7.5. At all times, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area .
- 7.6. When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under, or over the work area, alternate precautions such as the posting of signs, the use of signal persons, and the erection of barricades or similar protection around particularly hazardous operations shall be used.

- 7.7. When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be closed, if possible, or other precautions taken such as the installation of screens or barricades.
- 7.8. Barricades shall be removed upon completion of the work, in accordance with local ordinances.

8.0 Identification Requirements

- 8.1. The Service Provider personnel shall wear distinguishing uniform apparel of a design, style and color appropriate to pertinent operations. The uniforms will be collar style shirts in grey or blue and the pants -will be dark blue or black in color. The Service Provider personnel shall have visible nametags(s) that include the company's name, the employee's name and service they provide. The Company name will be located over the left breast pocket area. Supervisors shall wear the same style, design, color and name description with the exception that the tag shall indicate "Supervisor". The Service Provider shall be responsible for subcontractors and special service contractors hired to perform or provide services at the Serviced Facility. These subcontractors shall be required to conform to the same uniform standard as the Contractor.
- 8.2. Failure to uniform personnel properly may result in the removal of the personnel from the site, at the discretion of the designated representative. All costs associated with the removal of personnel shall be born by the Service Provider.

9.0 Contractor Vehicles

- 9.1. Service Provider shall provide all motor vehicles, trucks, and other motor driven equipment necessary to perform the work in this Contract and assume all liability for their operation and use. Service Provider vehicles for use on ATL property shall be registered and insured, shall be kept in good repair and shall be of a type appropriate to pertinent operations and services.
- 9.2. Parking for Service Provider vehicles shall be coordinated with the Authorized Representative and the Atlanta Police Department. Parking spaces that are designated by Authorized Representative for Service Provider use shall be utilized only for work performed under this Contract. Abuses of this policy, as well as the corrective action taken, shall be submitted in writing to the Authorized Representative.
- 9.3. ATL has assumed a leadership role in achieving a reduction in air emissions. ATL has established a phased approach toward achieving the goal of a 100%

clean vehicle fleet. It is the Airport's intention to mandate the use of clean vehicles for Work to be performed under this Contract. Any vehicles used by Service Provider in performance of work associated with this Contract must meet clean fleet requirements.

- 9.4. The purchase cost of the vehicles will be responsibility of the Service Provider and shall be included in their Year 1 Annual Maximum Payment. The Service Provider must ensure the vehicle is maintained in excellent working condition. Any and all maintenance performed on the vehicle will be recorded and reported in the Service Provider's monthly report. All associated costs for maintenance are the responsibility of the Service Provider during the contract period and included in each year's Annual Maximum Payment. The Service Provider shall provide the vehicles required for this Contract with the understanding that at the end of the Contract, any vehicles purchased and charged to this Contract will be turned over to the City.
- 9.5. Service Provider Vehicle Identification: Service Provider vehicles shall be uniform in identification markings, to readily distinguish them from common traveling public, tenants, and delivery vehicles. The Service Provider vehicles shall have a visible logo on each side of the vehicle that includes the Service Provider's company name and service provided (i.e. "Maintenance"). The Service Provider shall be responsible for subcontractors and special service contractors hired to perform or provide services on ATL property.

EXHIBIT A –SCOPE OF SERVICES

PART IV

PROFESSIONAL SERVICES

1.0 Work Management

The City requires the most efficient and effective organization in the industry to manage and maintain the Serviced Facilities. It is the responsibility of the Service Provider to provide professional services that reflects the mission statements of ATL.

2.0 Communication

- 2.1. The Service Provider shall maintain effective lines of communication with all elements of the ATL, the Serviced Facility tenants and the traveling public to ensure flexible, effective support. The Service Provider shall:
 - 2.1.1. Proactively participate in defining issues, devising solutions to problems and developing future plans.
 - 2.1.2. Develop and deploy an effective customer satisfaction program through the use of “listening and learning” techniques and customer feedback mechanisms that resolve daily problems, leading to long-term process improvements.
 - 2.1.3. Manage relationships with ATL departments, tenants, local governments, agencies, businesses, and community organizations to enhance Contract effectiveness and promote favorable image of ATL.
 - 2.1.4. Inform all customers of changes in level of service or routine before they occur via the Authorized Representative.
 - 2.1.5. The Service Provider shall provide cellular phones, as a minimum, to their management and supervision and other personnel that will be responsible to receive service requests, complaints, instructions, and coordination directly with ATL. The cellular telephone(s) will include a direct connect, hands free and voice mail features. Also, the Service Provider shall provide radios for City’s Motorola 800Mhz network. The direct connect feature will have the capability to be programmed to include subcontractors, Authorized Representative, and other service contractors designated by the City. The cellular telephone, services and message units, including two (2) units for use by the ATL, shall be

purchased by the Service Provider at the sole expense of the Service Provider. The cellular phones are intended to ensure that the Service Provider can be contacted at all times during the course of the Contract. This includes during emergency situations and special events.

- 2.1.6. The Service Provider shall maintain a Contact List of names, emergency telephone numbers and cellular telephone numbers. This list shall be submitted to the City prior to Contract start date and resubmitted as necessary during the Contract period.
- 2.1.7. The City will provide landline business telephone(s) for the Service Provider in order to conduct ATL business. The telephone(s) will be programmed with voice mail and the ability to page the cellular telephone of the Service Provider's supervisory personnel. It is the responsibility of the Service Provider to work directly with Authorized Representative to ensure the landline business telephone(s) are programmed to page the Service Provider's supervisory personnel when a voice mail is received. The purpose of this requirement is to maintain ATL customer focus.
- 2.1.8. The Service Provider shall ensure its employees use City provided phones for official business only. It is the Service Provider's responsibility to monitor their personnel and take action to ensure abuse does not occur. If an abuse does occur, the Service Provider shall act immediately to resolve the abuse, and notify the Authorized Representative in writing that the issue is resolved.

3.0 Coordination

- 3.1. The Service Provider in the course of performing their services will be required to interface with other Contractors, ATL personnel, tenant groups, and facilities groups at ATL to ensure continuity of service and proper coordination of maintenance activities. The Service Provider is responsible to coordinate all activities with all affected parties, including, but not limited to, general maintenance efforts, repairs, equipment shut-down, reimbursable/charge work proposals, emergency responses and facility operation functions.
- 3.2. The Service Provider should anticipate meeting with the Authorized Representative as frequently as weekly for up to two hours to review operating status, specific service issues, upcoming events, etc., as required.

4.0 Work Hours

- 4.1. The Service Provider shall provide on-site coverage and be responsible for the operation and maintenance of the Serviced Facility twenty-four hours per day, seven days per week (including any holidays) as it relates to services under this Contract.
- 4.2. The Service Provider shall adjust work hours depending on available access to locations to perform functions and to the extent possible, must not disrupt ATL operations (including GICC and tenant).
- 4.3. The Service Provider shall be available for emergency situations. If additional staff is required it will be the responsibility of the Service Provider to provide qualified and trained individuals. Temporary employees may be used only with the permission of the Authorized Representative, after the number of staff and duration has been approved.

5.0 Use of Premises

- 5.1. The City will provide office space and storage areas for Service Provider's use only in connection with this Contract. All such City supplied areas or furnishings will be provided in "new or like new" condition. When no longer required or at the completion of the Contract, all City furnished office space and storage areas shall be returned to the City in the same condition as received, approved modifications and alterations.
- 5.2. The Service Provider shall obtain written approval from the Aviation General Manager prior to making any modifications or alterations to the facilities in accordance with **Attachment B, Tenant Concept, Project Submittal, and Construction Guidelines** to this Exhibit A, and such modifications or alterations will be made at the expense of the Service Provider.

6.0 Performance

- 6.1. The Service Provider shall perform all of its obligations and functions under this Contract in accordance with and in adherence to the highest industry standards. The Service Provider shall coordinate its activities with the needs and requirements of the City. All services, staff, equipment, and systems shall be maintained in an efficient and economical manner.
- 6.2. **Minimum** tasks for General and Preventive Maintenance are described in **Attachment C** to this Exhibit A. The list of tasks for each system, or piece of equipment, and/or function, is not intended to be all-inclusive. Operations

and maintenance of a “system” shall include all the components that make that system functional.

- 6.3. The City reserves the right to refuse and/or return, without penalty to the City, any service, product, and/or items provided by the Service Provider which is of poor or unsatisfactory quality or contains defective workmanship or material or fails to meet the standards specified herein.
- 6.4. The Service Provider shall submit all periodic and preventive maintenance task and work schedule changes to Authorized Representative prior to any changes being implemented, in order to ensure ATL operations are not disrupted by any changes in service frequency, method of operation and/or other work functions. The Service Provider shall be proactive in their approach to requirements, changes and modifications and will work directly with the Authorized Representative to ensure the Airport operations are their highest priority.
- 6.5. The Service Provider’s staff will maintain daily shift operational logs, in a form satisfactory to the Authorized Representative, for the operation of systems and the reading of gauges, meters and other operational condition indicators. Copies of the logs, or summaries in form satisfactory to the Authorized Representative when requested.
- 6.6. The Service Provider will monitor daily consumption and use of purchased utilities to support accurate (bill back) Tenant charges for utilities provided. The Service Provider will analyze consumption for the purpose of detecting and correcting abnormal consumption of utilities. The Service Provider shall advise the City of any actions that can be taken to reduce consumption of utilities or increase the service life of systems, or to otherwise reduce operating costs.
- 6.7. The Service Provider’s on-site staff and home office support personnel shall develop, modify, and execute operating plans and procedures pertinent to the systems on a routine basis in order to assure optimum operational efficiency.
- 6.8. The Service Provider shall maintain its work areas in a neat and orderly fashion, keeping them free from obstacles. The Service Provider shall be responsible for removal of its trash and waste to a dumpster, to be provided by the Service Provider.
- 6.9. The Service Provider’s employees shall respond immediately to all emergency conditions at the work site in such a manner as to reduce or eliminate any and all injury, loss of life and damage of property. To that end, the Service Provider’s employees shall exercise prudent judgment with regard to the

operation and maintenance of the work site during emergency conditions and shall make timely notifications to the Authorized Representative and operating personnel to expedite the resolution of such conditions. The Service Provider shall immediately comply with any directive issued by the Authorized Representative to resolve the emergency.

- 6.10. Where a newly installed system or major equipment component is added to the list of equipment to be maintained, the Service Provider's service under this agreement shall be limited to the routine operation and maintenance of the equipment during the system or component life span. The City shall require the manufacturer and/or installation contractor to comply with such warranty to cover major repair, correction or replacement of equipment or components found to be defective or improperly installed and arrange for such work to be done. The Contractor shall, however, respond to emergency service calls and shall assist in restoring operations to the extent requested by the City. The City shall reimburse the Service Provider for the expense of warranty period emergency visits where failure of warranty items was the cause thereof. The Service Provider shall notify the Authorized Representative of any warranty problems noted; however this expense is not to be considered as a component of the Cost of Work.
- 6.11. Following the final acceptance of any new system by the City, the Service Provider may make alterations or changes in the system to facilitate routine maintenance procedures. All such alterations or changes must have prior approval, in writing, by the Authorized Representative.
- 6.12. The Authorized Representative may make periodic maintenance inspections of the Serviced Facility systems. During these inspections, all discrepancies and/or irregularities in the maintenance procedures outlined herein may be noted by the Authorized Representative and forwarded, in writing, to the Service Provider. Upon receipt of notice thereof, the Service Provider shall either act immediately to correct the discrepancies and/or irregularities or shall advise the Authorized Representative, in writing, within ten (10) calendar days of the measures that shall be taken to correct the remaining items and the date the work shall be completed. In no event shall the Service Provider require more than thirty (30) calendar days to correct the discrepancies and/or irregularities designated by the Authorized Representative unless an extended period is agreed to in writing by the Authorized Representative. Upon completion of work, the Service Provider shall promptly notify the Authorized Representative in writing. If discrepancies are not corrected within thirty (30) calendar days, the City, at its option, may have such work done independently by others and deduct the cost for this work from the next or subsequent payments to the Service Provider. This right shall be in addition to the City

termination and other rights provided for under this agreement or applicable law.

- 6.13. During the course of this agreement, the Service Provider at its discretion may elect to replace in their entirety components or equipment in lieu of repair when the cost of repair is greater than 75% of the cost of a new component. Replacement of components or equipment shall be equal to or exceed the component or equipment removed from service. In those cases where the equipment to be replaced is no longer available, the Service Provider shall obtain equipment which meets the design characteristics of the equipment replaced. Where equipment is replaced that is not identical to that removed, the replacement equipment shall be approved, in writing, by the Authorized Representative. Notwithstanding the foregoing, no equipment may be replaced without prior written approval by the Authorized Representative.
- 6.14. The Authorized Representative shall be advised in advance of the means, methods, and time schedule of performing work which shall require a system shutdown, and immediate notification shall be made to the Authorized Representative whenever a system failure occurs. In addition, no system shall be shut down for maintenance without the concurrence of the Authorized Representative, which shall not be unreasonably withheld.
- 6.15. The Service Provider shall maintain, repair, and keep in good operating condition all systems of the Serviced Facility. Maintenance shall ensure efficiency, reliability, and minimal unscheduled interruption of service of the equipment. Operating policies and procedures shall incorporate provisions and guidelines set forth in the manufacturer's maintenance and operating instructions and/or submittal data, so that any warranties are not voided. The Service Provider shall plan and control scheduling of all preventive and corrective maintenance tasks, as per the systems or manufacturers specs.
- 6.16. The Service Provider's maintenance scheduling procedure shall include the requirements to accomplish the task, (e.g. special lubricants, tools, parts, materials, etc.). It shall also include a quality assurance and quality control program to ensure that the scheduled preventive maintenance tasks are, in fact, properly completed and completed on schedule.
- 6.17. Records shall be maintained on the job site and a report submitted monthly to the Authorized Representative for all scheduled and unscheduled maintenance.
- 6.18. The Service Provider shall maintain at the site current maintenance and repair procedures and complete parts lists, manuals, as-built drawings, maintenance and operations manuals, warranties, and any other documentation needed to

attain the safe, efficient, and continued operation of all systems and equipment.

- 6.19. The Service Provider shall provide a continuous updating of maintenance procedures, frequencies, and training based upon historical data.
- 6.20. The Service Provider shall maintain at the site an inventory of tools, equipment, lubricants, operating supplies, custodial supplies and spare parts. The inventory shall be updated based upon operating experience in conjunction with direction by the Authorized Representative. The Service Provider will not permit tools, equipment, supplies or materials maintained or purchased for the accomplishment of the work to be used by any other person, agency, office or contractor, unless authorization is expressly given by the Authorized Representative.
- 6.21. The Service Provider shall provide general maintenance of the Serviced Facility to include painting, wall and floor repair, pest control, revolving doors, automatic doors, roll-up doors, doors and hardware, roof repairs, skylight/smoke vents, toilet accessories, loading dock equipment, folding partitions, and minor repairs.
- 6.22. The Service Provider will be permitted access to all devices to be operated and/or maintained, subject to security restrictions issued by the City or other authority.
- 6.23. The intent of the Agreement is to place with the Service Provider the full and complete responsibility for performing the operation and maintenance functions of the Serviced Facility. Expressly included within the Service Provider's responsibility are all labor costs for any and all operation and maintenance of the facilities.
- 6.24. Maintenance personnel shall be on site, as necessary, for the satisfactory performance of the work, as well as for all scheduled maintenance. Unscheduled maintenance and emergency services shall be responded to by the Service Provider by having qualified persons on-call 24 hours a day.
- 6.25. The Service Provider, as part of their responsibilities, shall implement and maintain rigid control to assure against wasteful consumption and/or pilferage by their employees or other persons of the supplies and materials furnished. The Service Provider shall be held fully responsible for any irregularity or misuse determined to be caused by his employees.
- 6.26. The Service Provider shall furnish to the Authorized Representative manufacturer's published product catalogs, including any produced in CD-

ROM or diskette format, for each manufacturer of the items listed in the Contract and shall continue to furnish updates throughout the term of the Contract, as revised and updated versions are published by the manufacturer(s):

6.27. Hazardous Materials: The Contractor shall use products, cleaners, and materials that are not considered hazardous and that will not damage exposed surfaces.

6.28. MSDS binders shall be maintained at the Service Provider's expense throughout the term of the Contact. Binders shall be updated when the manufacturer issues an update or when an item is requested that is not on Contact list.

6.28.1. The Service Provider shall provide proper storage cabinets, containers, and transporting means of hazardous materials/flammable materials. Proper NFPA labels, cautions signs, and warning labels shall be visible and secured to items.

6.29. Dispose of waste materials lawfully. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations. All work, including contact with and handling of hazardous materials and wastes, the disturbance of dismantling of structures or equipment containing hazardous materials and/or the disposal of ordinary and hazardous materials and wastes shall comply with applicable Federal requirements including 29 CFR 1910/1926, 40 CFR 260-265, 40 CFR 61, 49 CFR 171-179, and applicable state and municipal safety and environmental requirements. Submit and maintain copies of permits, certificates, and manifests that indicate hazardous waste has been disposed of in compliance with the regulations. Where there is a conflict between applicable regulations, the most stringent shall apply.

6.30. Response and Resolution

6.30.1. The timeliness standard for problem resolution is set forth in the table below. The time shall be measured from the time a request is transmitted to Service Provider until such services/maintenance have been completed. There are events that warrant shorter or longer times to resolve. Timeliness or frequency standards for skilled services are grouped into the eight time frames shown on the following chart.

6.30.2. The Service Provider shall report back to the Authorized Representative when they arrive on site and again when the issue is resolved. The Service Provider shall utilize the OMS computerized maintenance

management software program to track the response and resolution time for each maintenance request and the percentage of those maintenance requests that were not compliant with the Response & Resolution requirements. The Service Provider shall submit this information, with supporting documentation and analysis, in the monthly report to the Authorized Representative.

Table 0-1 Response & Resolution Table (Not limited to examples provided)	
Immediate Response	Events or conditions that potentially threaten life safety, traveling passenger access and comfort, environmental compliance or security of building occupants or content require immediate response. Examples of such events include, but not limited to fire alarms, security risks, HVAC functionality, temperature control requests, floods, spills on floor, lockouts, and first response to conveyance system malfunctions.
Two hours	Service Requests or complaints which cannot be resolved by control operations, as well as events which may disrupt traveling public or facilities occupant’s physical comfort, or which may significantly impact energy conservation must receive response within two hours, and should be prioritized over all other work orders. Examples include, but not limited to, security areas, water leaks, and deficiencies that Significantly impact energy conservation, and repairs to fan coils, pumps or motors which affect physical comfort.
One working day	Events which may cause significant inconvenience to passengers and facility occupants should receive response on a same day basis, or at least within one working day. Example of such events include, but not limited to clogged drains or toilets, and broken windows, doors, and locks which do not present immediate security risks.
Two working Days	Events that may cause inconvenience to traveling public and/or facility occupants, although not representing emergencies, should receive attention quickly, since this may affect operations. Examples of events that require two-day resolution include, but not limited to requests for additional keys, requests for service consultations, and missing ceiling tiles.
Five working Days	Most requests for skilled services are for events that should be resolved as soon as practically possible, but can be scheduled to promote work efficiency. Examples shall include, but not be limited to, all routine maintenance work, such as installation, removal, replacement, repair or adjustment of equipment, finishes, or fixtures which require plumbing, carpentry, painting, electrical, electronic, HVAC and related services. Events that may lead to additional problems should be resolved before such problems can occur. An example of this would be floor repairs, stripping and refinishing, which should be completed as soon as possible after being detected.

Thirty working Days	Requests for services that require scheduled facility shut downs, or the use of external parties, cannot be expected to be accomplished within the routine five working day standard. This timeliness level is intended precisely for such exceptions, and should not be used to delay routine work that should be accomplished within five working days. As example of this would be a situation that requires special shutdown, notification, equipment or personnel on site to resolve the service issue.
Projects	Requests for services, which involve a sequence of activities, possibly involving multiple internal and external service providers, should be treated as projects, and specific due dates shall be established for each Project.
Negotiated	Independent of the type work to be performed, there may be instances where the Authorized Representative, or the service provider, requires a specific date which is not represented by the above timeliness standards. In these cases, a date will be established at the time the work is requested.
Scheduled Frequency	Certain services will be provided on a scheduled basis, without being specifically Requested. Scheduled tasks shall be performed within the following schedule: Weekly: One day before, one day after. Bi-weekly: Two days before, two days after. Monthly: Five days before, seven days after. Bi-monthly: Seven days before, ten days after. Semi-Annually: Fifteen days before, fifteen days after. Annually and all greater frequencies: Twenty days before, twenty days after.

6.30.3. The above resolution categories shall not be construed as open limits. The Service Provider shall work diligently to resolve issues without delay at all times.

6.30.4. Initial Response

6.30.4.1. For immediate response category, the Service Provider shall be at the site of the service call within **ten (10) minutes** of verbal or written notification with service technicians with the appropriate technical skills, tools and equipment to diagnose the problem and resolve the issue within the requirements of the Response & Resolution Table. Response shall be measured from the time of notification to physical arrival at the location of the problem.

6.30.4.2. During the initial response, the Service Provider shall be required to rectify the immediate cause of the service call, identify auxiliary services that are precipitated from incident, identify all labor, parts and materials necessary to correct the problem, and notify appropriate contractor’s personnel to assist in the final resolution of the problem.

6.30.5. Work Order & Service Call Response

- 6.30.5.1. All service call and work order paperwork forms must be completed and returned to the service call desk within one working day from the day services are completed.
- 6.30.5.2. If the Service Provider determines that the problem cannot be corrected within that timeline, the status shall be reported to the service call desk within the same day.
- 6.30.5.3. The response timelines will be instituted in a computerized maintenance management system. The Service Provider shall identify all work requests that do not adhere to these timelines in the monthly report with justification of occurrence.

6.30.6. General: Service Levels.

- 6.30.6.1. Response Time: The Service Provider shall ensure that all maintenance tasks are performed at the designated frequencies and that all responses to maintenance requests are responded to with urgency.
- 6.30.6.2. The Service Provider shall return an urgent message/page within **five (5)** minutes unless otherwise stated.
- 6.30.6.3. Routine messages shall be responded to within **one (1) hour** during regular working hours, Monday through Sunday, unless otherwise stated. Email is an acceptable response for routine messages.
- 6.30.6.4. Routine service requests shall be provided to the Service Provider through the ATL computerized maintenance management system and shall be completed within the durations identified in the Response and Resolution Table unless an extension is requested and approved by the Authorized Representative.
- 6.30.6.5. Trouble calls that are not emergency or immediate shall be placed to the Service Provider's office phone number and/or generated through the ATL computerized maintenance management system.
- 6.30.6.6. Should an emergency situation arise, the Service Provider shall be contacted through the "direct connect" feature of the cell phones or any other available means.

6.31. Repairs

- 6.31.1. The Service Provider shall notify the Authorized Representative at least **one (1) week** in advance of any scheduled (non-emergency) utility or functional interruptions.
- 6.31.2. The status of major equipment or systems not operating or become non-operational during the workday, or any system or equipment item, including Security, Fire Alarm, HVAC systems, and elevators, shall be reported to the Authorized Representative immediately.

7.0 Quality Control

- 7.1. The Service Provider shall establish, implement and maintain a proactive quality control program that reflects and incorporates quality control processes for all technical staff and quality management practices for all supervisory staff.
- 7.2. The Service Provider shall maintain production and quality control records for review by the Authorized Representative.
- 7.3. If any of the services do not conform to Contract requirements, the Authorized Representative may require the Service Provider to perform the services again in conformity with Contract requirements at no additional cost to the City. If the service or task cannot be corrected, the City will be notified. A plan for future performance to meet requirements shall be submitted in writing with a detailed plan of action to ensure the issue will not recur. If performance cannot be improved to contract requirements, a reduction in contract compensation may be exercised to reflect the reduction of service.
- 7.4. Quality of work will be required, including full performance of specified daily services, starting the first official working day of the Contract period. The Service Provider shall perform all services to maximum capacity up to and including the last Contract day. The ATL provided stocks and supplies in use at the termination of the last official work day SHALL NOT BE REMOVED.

8.0 Performance Evaluation and Enforcement:

- 8.1. The Operation and Maintenance Services (OMS) Evaluation Program is intended to ensure that ATL standards and procedures are followed, systems are functioning, operating, and maintained properly, facility staff have adequate training, and building occupants' concerns are addressed. The OMS Evaluation Program, Performance Evaluation and Enforcement, defines the

evaluation process and participants, the evaluation criteria, and enforcements incentives to provide motivation for excellence in Contract performance.

- 8.2. The Service Provider is required to participate in the ATL OMS Evaluation Program, Performance Evaluation and Enforcement. The Contractor shall acknowledge the authority of the ATL OMS Evaluation Committee and shall be bound by the Evaluation Report recommendation.
- 8.3. The Evaluation Report shall be based upon a judgment evaluation by the ATL OMS Evaluation Committee. The Service Provider shall provide highest level of services under this Contract as stated in the specifications and provide the utmost service to achieve the highest possible rating within the program.

9.0 Contractor Personnel

- 9.1. The Service Provider shall provide competent personnel at all times during the performance of this Contract to contend with any such situations including emergency, disaster, act of God, and other such occurrences that should require immediate and long-term attention.. All employees of the Service Provider shall have the ability to understand, take direction, speak, read and communicate in fundamental English. The City reserves the right to spot check employees of the Service Provider to enforce this requirement at anytime during the course of this Contract.
- 9.2. The Service Provider shall provide and maintain technically competent supervisory personnel as required in the specifications. The Service Provider's supervisor(s) must have a minimum of seven years technical experience and a minimum of three years in supervision.
- 9.3. A supervisor shall be on the property or readily available whenever employees are performing their duties. The supervisor may be a working supervisor.
- 9.4. The Service Provider's supervisor(s) shall have the ability to perform tasks as required to complete work schedules. Their primary role is to direct the work effort, oversee the work functions, and audit the performance of others to determine the completeness and quality of services.
- 9.5. No person shall be designated by the Service Provider as a Supervisor, a Manager, or be placed in a supervisory position at any time without the Authorized Representative's prior written approval. The Service Provider shall provide proper documentation, including all specified requirements, for such an individual to the Authorized Representative. The Authorized Representative shall not unreasonably withhold or delay approval of this Individual. No conditional approvals will be made.

- 9.6. The Service Provider shall satisfy the Authorized Representative that the Service Provider's supervisors: are fully licensed and trained; have had extensive on-the-job experience in each discipline under their supervision; have an intimate knowledge of the various tasks, equipment, and materials in order to properly train and direct the employees in their individual tasks. This also includes the ability to use computers, associated hardware, business equipment, and the work order management system program. The Authorized Representative will actively participate in, and have the right to approve, the selection of individuals responsible for the management, maintenance, and operation of the facilities.

10.0 Training Requirements

- 10.1. The Service Provider shall develop and implement a comprehensive program for training personnel in the requirements of the Services provided for the specifications. The training program shall include well-defined and developed training methods, materials (instructor and trainee) schedules, and evaluation plans. Training evaluations shall be designed to evaluate training effectiveness and knowledge transfer. The Authorized Representative shall review all draft-training materials prior to training implementation.
- 10.2. The Service Provider shall report on all training conducted each month in the monthly report.
- 10.3. The Service Provider shall provide a summary of the monthly training in the annual report.

11.0 Contract Staff

- 11.1. The Service Provider's principals shall be responsible for the development and implementation of long-range plans, day-to-day operation of the facilities, and institution of programs including equipment operation, preventive maintenance, energy conservation, energy management, cost control and allocation, budgeting and manpower utilization. The City can reasonably demand removal and replacement of any employee of the Service Provider's staff.
- 11.2. The Service Provider's management personnel shall meet the following standards:
- 11.2.1.1. To be familiar with all contract requirements and to ensure that they are properly performed.

- 11.2.1.2. To be responsible for the performance of a qualified and reliable staff for all scopes and services.
 - 11.2.1.3. To evaluate all equipment and systems.
 - 11.2.1.4. To maintain an effective energy conservation program.
 - 11.2.1.5. To carry out policies and procedures concerned with safety and work methods.
 - 11.2.1.6. To ensure that the on-site staff conforms to all applicable laws, ordinances, codes, and regulations.
 - 11.2.1.7. To establish a program for the acquisition, storage and serviceability of all operating materials, tools and equipment.
 - 11.2.1.8. To be responsible for maintaining a high quality of service at minimum cost when subcontracting work which cannot be performed by on-site personnel.
 - 11.2.1.9. To maintain the work order system for the control and assignment of all routine and non-routine maintenance. This system is to include the work performed, where performed, personnel assigned, and time and material estimates.
 - 11.2.1.10. To ensure that work responsibilities are allocated properly among staff by developing and implementing manpower schedules, work methods and procedures designed to obtain low cost and efficient operations.
 - 11.2.1.11. To be responsible for the establishment of performance standards for each phase of work and for adherence to standard policies and quality levels.
 - 11.2.1.12. To regularly and systematically analyze the performance effectiveness of the scope of services to initiate corrective action when necessary.
 - 11.2.1.13. To perform periodic preventive maintenance and safety inspections.
- 11.3. Flexibility of staffing is an essential aspect of the services required at ATL. Modifications to services or staffing may be required by the Authorized Representative. Any service or staffing changes requested by the Service

Provider will be well planned and implemented with minimum negative impact to the traveling public, tenants, and property of the Serviced facility and must be approved in writing by the Authorized Representative prior to implementation.

- 11.4. The Service Provider shall maintain their workforce in a technically competent manner and to the level of these specifications and the industry “best in practice” requirement. They will be well trained in their respective activities, and maintain the appropriate efficiency and customer services attitude to meet the service demands at ATL.
- 11.5. The Service Provider shall comply with all state and federal regulations concerning maximum work hours, environmental conditions and other employee considerations.
- 11.6. The Service Provider and all its personnel shall maintain a good attitude and behavior. All Service Provider personnel must exhibit high character, cooperative spirit, and congenial attitudes at all times they are on the ATL premises.
- 11.7. The Service Provider shall be responsible for maintaining satisfactory standards of employee competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee, as may be necessary including removal from the site.
- 11.8. At the Authorized Representative’s request, the Service Provider shall immediately remove from the premises or dismiss any employee found unfit to perform duties due to one or more of the following reasons:
 - 11.8.1. Neglect of duty.
 - 11.8.2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.
 - 11.8.3. Theft, vandalism, immoral conduct or any other criminal action. selling, consuming, possessing, or being under the influence of intoxicants, alcohol, or illegal substances that produce similar effects while on duty.
 - 11.8.4. In possession of any type of weapon on ATL property.
 - 11.8.5. Organizing or participating in any form of gambling.
 - 11.8.6. Misuse of equipment, computers, or internet access.

11.8.7. Failure to follow DOA Internet Security Policies.

- 11.9. The Service Provider shall monitor and manage the performance of all employees. In the event that the Authorized Representative determines the performance of an employee to be sub-standard, it will be the responsibility of designated representative to bring this concern to the attention of the Contactor in writing. When sub-standard, performance of an employee is detected by the Service Provider or is reported to Service Provider by the Authorized Representative, the Service Provider shall take immediate action to improve the performance of that employee to the expected level through the application of performance management practices. If the employee fails to demonstrate the necessary improvement in performance, the Service Provider shall initiate disciplinary actions up to and including termination of employment.

12.0 Key Personnel

- 12.1. The following general descriptions of key personnel are intended to outline the duties of each such classification. They are not intended to fully describe all duties to be performed by workers of each classification.

12.1.1. Facility Manager

- 12.1.1.1. The Service Provider shall provide a Facility Manager, to be approved by the Authorized Representative, whose presence at the work site is required between the hours of 8:00 AM and 5:00 PM, Monday through Friday, excluding legal holidays, and at any other hours or days as may be required or approved by the City of Atlanta. The Facility Manager must be reachable at all times, 7 days per week, including holidays.
- 12.1.1.2. The Facility Manager is the Service Provider's designated representative and is responsible for the overall performance of the Contract. The Facility Manager will report directly to the Authorized Representative and will have the authority to fully represent the Service Provider in all respects of this Contract.
- 12.1.1.3. The Facility Manager shall possess a minimum of ten (10) years experience in the management of maintenance activities for systems, equipment and components substantially comparable to the systems, equipment and components found at the Serviced Facility which the Service Provider is obligated to maintain under this Contract.

12.1.2. Chief Facility Engineer

- 12.1.2.1. The Chief Facility Engineer is responsible for the overall operation and maintenance of infrastructure and systems supporting the Serviced Facilities. The Chief Facility Engineer will report directly to the Facility Manager and will have the authority to represent the Service Provider regarding any issues associated with the operation and maintenance of the equipment, systems, infrastructure, warranties, and engineering practices associated with the Serviced Facilities.

12.1.3. Customer Service Representative Supervisor

- 12.1.3.1. Provide accurate and courteous information to the tenants, and the traveling and general public visiting at the Serviced Facility, (i.e. - provide information about the Airport's facilities, amenities, and services, including escort, and coordinate any assistance that may be needed to move people through the Serviced Facility) including:
- 12.1.3.1.1. Monitor and evaluate performance of Customer Service Representative (CCR), including coaching and counseling as needed.
 - 12.1.3.1.2. Schedule placement of CCRs at various Serviced Facility stations weekly, rotating CCRs throughout all stations on a regular basis.
 - 12.1.3.1.3. Ensure that work areas are clean, organized, and stocked with brochures.
 - 12.1.3.1.4. Conduct an inspection of all CCRs, according to the Dress Code, at the beginning of each shift.
 - 12.1.3.1.5. Furnish the Customer Service unit with a Daily Schedule, quarterly and annual Employee Performance Evaluations, and written Daily Incident Reports listing all emergencies.
- 12.1.3.2. In addition the Customer Service representative will also be able to perform all of the following duties whenever necessary:
- 12.1.3.2.1. Welcome visitors and provide accurate and courteous information about the ATL facilities, services, and amenities.

- 12.1.3.2.2. Guide, direct and escort visitors as needed, including access to AT&T Language Line or non-English speaking visitors.
- 12.1.3.2.3. Act as liaison between the Airport, the public, and the Airport tenants to resolve problem situations.
- 12.1.3.2.4. Follow-up on Customer Service calls, and project a positive and professional image while representing the Airport.
- 12.1.3.2.5. Update information manuals to ensure a current reference of Airport facilities, amenities and services.
- 12.1.3.2.6. Assist other Airport operations as requested, providing support for special events.
- 12.1.3.2.7. Provide escorts to special-needs passengers as needed.
- 12.1.3.2.8. Keep Airport Brochure dispensers and directories stocked with Shops and AED Brochures.

Cofely/MiJoy, Joint Venture

A Joint Venture comprised of:

1. Cofely Services Inc. – John Gazerro
2. MiJoy Industrial Services, Inc. (DBE,FBS, SBE, AAB, MBE, LSBE) – Michele Hixson

Subcontractors

1. CSM America – Custodial
2. Keystone Maintenance (FBE) - Landscaping
3. Urban Development Group (FBE, AABE)

Domicile

1. Cofely – Louisville KY with regional offices in Atlanta GA., Birmingham AL., Boston MA., and Washington VA.
2. MiJoy – Atlanta GA.

Similar Experience

1. Operation and Maintenance at Boston Logan International Airport
2. Facility Management of 11 train stations for the Metropolitan Transportation Agency (Canada)
3. Operation and Maintenance of delta terminal, Newark Airport
4. Facility Management of Alabama-Decatur Energy Facility

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).

The purpose of the legislation is to authorize the Mayor to execute an Agreement for Project Number FC-7269, Rental car Center Operation and Maintenance at Hartsfield-Jackson Atlanta International Airport. The scope shall include, but not necessarily be limited to, the operation and maintenance, as herein defined of physical building systems, mechanical systems, electrical systems, plumbing systems, roof draining systems, fire protection/alarm systems, CCTV/security systems, specialty systems, miscellaneous equipment, and general maintenance. The Service Provider shall furnish and supply all labor, supervision, administration, tools, materials, and equipment necessary, proper, or desirable for the efficient operation and maintenance, janitorial needs, and bill back of the Serviced Facility.

2. Please provide background information regarding this legislation.

In December 2009 the Department of Aviation opened the Rental Car Center situated on a 98-acre tract adjacent to Hartsfield-Jackson Atlanta International Airport (Airport), just west of Interstate 85. The Rental Car Center houses multiple rental car companies operating at the Airport. The facility will provide approximately 8,700 ready, return and storage spaces in the garage structures, with additional ground storage spaces within rental car exclusive-use areas. The facility will include a multi-level Customer Service Center (CSC), circulation roadways, exterior landscaping, and three (3) Automated People Mover stations: Gateway Station (GICC Station), Central Passenger Terminal Complex (CPTC) Station, and Customer Service Center (CSC) Station.

In order to achieve outstanding customer service and to support the mission of the facility the Department of Aviation (DOA), through significant experiences, is procuring third party services to

provide the operation and maintenance for the facility. This procurement will ensure that an experienced and capable professional services provider will manage the facility in accordance with the DOA established level of service requirements. All management and maintenance services will be billed back to the Rental Car Agencies resulting in a net zero cost to the City.

3. If Applicable/Known:

- (a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):** Professional Services
- (b) **Source Selection:** Request for Proposal
- (c) **Bids/Proposals Due:** May 14, 2014
- (d) **Invitations Issued:**
- (e) **Number of Bids:** N/A
- (f) **Proposals Received:** Two (2)
- (g) **Bidders/Proponents:** Cofely/Mijoy Joint Venture
Meridian/3T, Joint Venture (found non-responsive)
- (h) **Term of Contract:** Three (3) years with two (2) two (2) year renewal options

4. Fund Account Center (Ex. Name and number):

that all contracted work will be charged to and paid from FDOA: 5501 (Airport Revenue Fund) 180601 (DOA Aviation Maintenance – Rental Car Center RCC) 5212001(Consulting Professional Services) 7563000 (Airport).

Fund: _____ **Account:** _____ **Center:** _____

5. Source of Funds: Airport Revenue Fund

6. Fiscal Impact: \$9,300,000

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

7. Method of Cost Recovery: Fully reimbursed from Rental Car Agencies operating at the Rental Car Center

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: Andy Orr