



TRANSPORTATION COMMITTEE

REGULAR COMMITTEE MEETING

~Agenda~

Atlanta City Hall
55 Trinity Avenue
Atlanta, GA 30303
<http://www.atlantaga.gov/>

Chairperson

The Honorable Yolanda Adrean

Santana K. Wright
(404) 330-6579
skempson@atlantaga.gov

CITY OF ATLANTA

Wednesday, November 30, 2016

10:30 AM

Committee Room 1

A. CALL TO ORDER

B. INTRODUCTION OF MEMBERS

C. ADOPTION OF AGENDA

D. APPROVAL OF MINUTES

E. PUBLIC COMMENT PERTAINING TO ITEMS ON THE AGENDA (3 MINUTES)

REGULAR AGENDA

F. ORDINANCE(S) FOR SECOND READING

16-O-1644 (1) - AN ORDINANCE BY TRANSPORTATION COMMITTEE AMENDING THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET BY TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF \$4,500,000.00 TO PROVIDE FUNDING FOR VARIOUS PROJECTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

16-O-1654 (2) - AN ORDINANCE BY COUNCILMEMBER KWANZA HALL AUTHORIZING THE ADVANCEMENT OF FINAL PAYMENT FOR THE ATLANTA STREETCAR DESIGN-BUILD PROJECT, PURSUANT TO THE CITY'S INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA"); TO AUTHORIZE THE ANTICIPATION ELIGIBLE PROJECT COSTS FROM APPLICABLE FEDERAL GRANT FUNDS, AS REIMBURSED BY THE FEDERAL TRANSIT AUTHORITY ("FTA") TO MARTA, AS GRANTEE OF APPLICABLE FEDERAL GRANTS; AND FOR OTHER PURPOSES.

16-O-1658 (3) - AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO RESTRICT LEFT TURN MOVEMENTS FROM SOUTHWEST MOORES MILL ROAD, N.W. ONTO EASTBOUND BOLTON ROAD, N.W.; TO RESTRICT LEFT TURNS FROM NORTHEAST MOORES MILL ROAD EXTENSION ONTO WESTBOUND BOLTON ROAD, N.W.; AND TO RESTRICT LEFT TURNS FROM SOUTHWEST MOORES MILL ROAD EXTENSION ONTO SOUTHEAST MARIETTA BOULEVARD, N.W. UNTIL SUCH TIME THAT A TRAFFIC SIGNAL IS INSTALLED AT THE INTERSECTION OF MOORES MILL ROAD EXTENSION AND MARIETTA BOULEVARD, N.W.; AND FOR OTHER PURPOSES.

16-O-1659 (4) - AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING

THE MAYOR, OR HIS DESIGNEE, TO INSTALL A TRAFFIC SIGNAL AT THE SHOPPING CENTER DRIVEWAY ON MARIETTA BOULEVARD, N.W. BETWEEN BOLTON ROAD, N.W. AND CORONET WAY, N.W.; AND FOR OTHER PURPOSES.

- 16-O-1671 (5) - AN ORDINANCE BY COUNCILMEMBER KEISHA LANCE BOTTOMS AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE AMOUNT OF TWENTY NINE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS (\$29,730,979.00) FROM THE FEDERAL AVIATION ADMINISTRATION ("FAA") AND TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF SEVEN MILLION FOUR HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS (\$7,432,745.00) FOR CITY OF ATLANTA'S SHARE FOR GRANT AGREEMENT 3-13-0008-117-2016 FOR THE PURPOSE OF RIGHT OF FLIGHT EASEMENTS AND ACOUSTICAL TREATMENT MEASURES IN NOISE SENSITIVE STRUCTURES IN 65 TO 75 DNL AND FOR OTHER PURPOSES.

G. RESOLUTION(S)

- 16-R-4687 (6) - A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE DONATION OF A DESIGN CONCEPT DRAWING AND A MONETARY CONTRIBUTION IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) FROM THE GARDEN HILLS CIVIC ASSOCIATION FOR THE CONSTRUCTION OF PEDESTRIAN CROSSING IMPROVEMENTS AT OR NEAR THE GARDEN HILLS CLUBHOUSE; TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING; AND FOR OTHER PURPOSES.
- 16-R-4691 (7) - A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ADM-LANIER-HUNT AIRPORT PARKING ATLANTA FC-7105, PARKING MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF AVIATION AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$1,272,000.00; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND 5501 (AIRPORT REVENUE FUND) 180401 (DOA AVIATION PARKING) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.
- 16-R-4695 (8) - A RESOLUTION BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A NEW PROJECT MANAGEMENT AGREEMENT WITH THE MIDTOWN BUSINESS ASSOCIATION, INC., D/B/A MIDTOWN ALLIANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO REAPPOINT MIDTOWN ALLIANCE TO ACT AS THE CITY'S IMPLEMENTATION MANAGER FOR THE MIDTOWN REGIONAL TRAFFIC OPERATIONS PROGRAM; AND FOR OTHER PURPOSES.
- 16-R-4697 (9) - A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO AWARD AND EXECUTE AGREEMENT NO. FC-7484 WITH A-NATIONAL LIMOUSINE SERVICE, INC. DBA AIRPORT SHUTTLE GROUP, FOR GROUND TRANSPORTATION TERMINAL TO TERMINAL SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR

THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$10,483,791.00; ALL CONTRACTED SERVICES TO BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 180315 (GROUND TRANSPORTATION) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

- 16-R-4698 (10) - A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH ATL CONSTRUCTION MANAGEMENT PARTNERS, A JOINT VENTURE COMPRISED OF CH2M HILL, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION AND PARSONS TRANSPORTATION GROUP, INC. FOR PROJECT NUMBER FC-8640, CONSTRUCTION MANAGEMENT SUPPORT SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$12,000,000.00 TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE DEPARTMENT OF AVIATION ON A TASK ORDER BASIS; ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAE0: 18111310 (OTHER DIRECT COSTS PROJECT) 200 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING / PROFESSIONAL SERV) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING / PROFESSIONAL SERV) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.
- 16-R-4699 (11) - A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AIRPORT USE LICENSE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION FOR PASSENGER AIR SERVICE OPERATIONS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.
- 16-R-4700 (12) - A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION COVERING APPROXIMATELY 1,360 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.
- 16-R-4701 (13) - A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND LEASE WITH QATAR AIRWAYS Q.C.S.C., INC. COVERING APPROXIMATELY 888 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.
- 16-R-4702 (14) - A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY- EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

H. PAPER(S) HELD IN COMMITTEE

- 15-O-1268 (15) - AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ESTABLISH THE LEFT TURNING LAND FROM NORTHBOUND NORTHSIDE DRIVE, SW ONTO THE WESTBOUND LANES OF MARTIN LUTHER KING JR, DRIVE SW; AND FOR OTHER PURPOSES.
(Referred back to Transportation Committee by Full Council 7/6/15.)
- 15-O-1352 (16) - AN ORDINANCE BY COUNCILMEMBER KWANZA HALL TO AMEND ARTICLE IX, CHAPTER 150 SECTION 307(A) OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, ENTITLED "APPLICATIONS FOR RIGHT-OF-WAY PERMITS FOR INTERCITY BUS SERVICE" BY ADDING A PERMIT APPLICATION FEE STRUCTURE; AND FOR OTHER PURPOSES.
(Public Hearing held October 28, 2015; Held 10/28/15 for review by NPU.)
- 15-R-4365 (17) - A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE FILING OF APPLICATIONS BY THE CITY OF ATLANTA MAYOR OR HIS/HER DESIGNEES WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND FOR OTHER PURPOSES.
(Held 11/10/15 at the request of the Administration.)
- 16-O-1350 (18) - AN ORDINANCE BY COUNCILMEMBER CLETA WINSLOW AS AMENDED BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO PERMIT VEHICULAR PARKING ON THE SOUTHWESTERN SIDE OF RALPH DAVID ABERNATHY BOULEVARD, S.W. BETWEEN PEEPLES STREET, S.W. AND JOSEPH E. LOWERY BOULEVARD, S.W. BETWEEN THE HOURS OF 7:00 A.M. TO 2:00 P.M. ON SUNDAYS; AND FOR OTHER PURPOSES.
(Held 6/15/16) (Amended and Held 6/2/16)
- 16-O-1389 (19) - AN ORDINANCE BY COUNCILMEMBER KWANZA HALL AMENDING, ARTICLE IV, CHAPTER 2, SECTION 150, OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, SO AS TO CREATE A NEW DIVISION 10 TO ESTABLISH A TEMPORARY RESIDENTIAL PERMIT PROGRAM ON ELMIRA PLACE IN CANDLER PARK BETWEEN MCLENDON AVENUE NE AND DEKALB AVENUE NE; AND FOR OTHER PURPOSES.
(Held on 7/13/16 at the request of the department)
- 16-R-4673 (20) - A RESOLUTION BY TRANSPORTATION COMMITTEE INCREASING THE COMPENSATION LIMIT FOR HARTSFIELD ATLANTA CONSTRUCTION MANAGERS LLC, A LIMITED LIABILITY CORPORATION OF JACOBS FACILITIES, INC., MHR INTERNATIONAL, INC. AND SMITH REAL ESTATE SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES, UNDER CONTRACT FC-7217-00A, DURING THE SIX (6) MONTH EXTENSION PERIOD AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,500,000.00; ALL SERVICES WILL BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.
(Held on 11/16/16)

16-R-4677 (21) -

A RESOLUTION BY TRANSPORTATION COMMITTEE INCREASING THE COMPENSATION LIMIT FOR HARTSFIELD-JACKSON CONSTRUCTION MANAGEMENT, A JOINT VENTURE OF AECOM TECHNICAL SERVICES, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION, BOVIS LEND LEASE, INC., LUSTER VENTURES, LLC AND THE LOUIS BERGER GROUP, INC., TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES UNDER CONTRACT FC-7217-00B, DURING THE SIX (6) MONTH EXTENSION PERIOD AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,500,000.00; ALL SERVICES WILL BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

(Held on 11/16/16)

I. REMARKS FROM PUBLIC

J. REQUESTED ITEMS

10/12/16

1. Requested items from the Atlanta Streetcar Presentation:
 - a. Councilmember Moore requested the original streetcar ridership projections.
 - b. Councilmember Adrean requested revenues be provided at the October 26, 2016 meeting.
 - c. Councilmember Adrean requested a timeline of how the streetcar can sustain financially along with the current sources of revenue at the October 26, 2016 meeting

11/16/16

2. Councilmember Martin requested the Department of Aviation provide a summary of the 89 positions filled at the Airport Community Job Fair.

K. ADJOURNMENT

AN ORDINANCE BY TRANSPORTATION COMMITTEE AMENDING THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET BY TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF \$4,500,000.00 TO PROVIDE FUNDING FOR VARIOUS PROJECTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

AN ORDINANCE AMENDING THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET BY TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF \$4,500,000.00 TO PROVIDE FUNDING FOR VARIOUS PROJECTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns and operates Hartsfield-Jackson Atlanta International Airport (“Airport”); and

WHEREAS, the City has undertaken a Capital Improvement Program to facilitate the expansion and improvement of the Airport; and

WHEREAS, it is necessary to amend the FY2017 Airport Renewal and Extension Fund (5502) Budget to provide funding for various projects including funding for Airfield Repairs 2017 and Smart Lanes Security Checkpoints.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS AS FOLLOWS:

Section 1: That the FY2017 Airport Renewal and Extension Fund (5502) Budget be and is hereby amended as follows:

TRANSFER FROM APPROPRIATIONS

PTAEO				FDOA						Amount
18111310	200	550291249	5212001	5502	180201	5999999	7563000	111310	91249	1,000,000.00
Other Direct Costs	Task	DOA R N E 9999	Consulting/Professional	Airport R&E	DOA P&D	Projects & Grants Budget	Airport	Other Direct Costs	DOA R N E 9999	
				5502	200101	5999901	1512000	00000	00000	3,500,000.00
				Airport R&E	Reserves	Reserves	Accounting	Default	Default	
Total										\$4,500,000.00

TRANSFER TO APPROPRIATIONS

PTAEO				FDOA						Amount
18211312	F4003002	550291249	5414002	5502	180201	5999999	7563000	211312	91249	1,000,000.00
Non-Capital Projects	Airfield Repairs 2017	DOA R N E 9999	Facilities Other Than Bldgs	Airport R&E	DOA P&D	Projects & Grants Budget	Airport	Non-Capital Projects	DOA R N E 9999	
18111304	F1002030	550291249	5414002	5502	180201	5999999	7563000	111304	91249	3,500,000.00
Other Facility Projects	Smart Lanes Security Checkpoint	DOA R N E 9999	Facilities Other Than Bldgs	Airport R&E	DOA P&D	Projects & Grants Budget	Airport	Other Facility Projects	DOA R N E 9999	
Total										\$4,500,000.00

Section 2: That all ordinances or parts of ordinances in conflict herewith be and the same are hereby repealed.

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

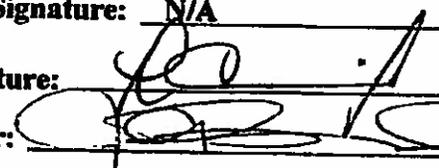
Committee(s) of Purview: Transportation

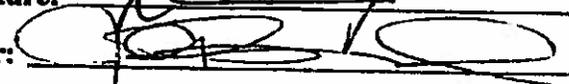
Chief of Staff Deadline: 10/28/16

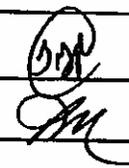
Anticipated Committee Meeting Date(s): 11/16/16

Anticipated Full Council Date: 11/21/16

Legislative Counsel's Signature: N/A

Commissioner's Signature: 

Chief Financial Officer: 



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

Chief Procurement Officer Signature: N/A

CAPTION

AN ORDINANCE AMENDING THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET BY TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF \$4,500,000.00 TO PROVIDE FUNDING FOR VARIOUS PROJECTS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

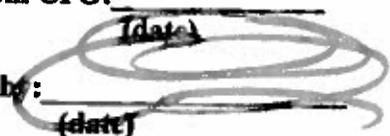
FINANCIAL IMPACT: \$4,500,000.00
(see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 11/25/2016
(date)

Reviewed by: 
(date)

Submitted to Council: _____
(date)

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.:

B. To be completed by the department:

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

An Ordinance Amending the FY2017 Airport Renewal and Extension Fund (5502) Budget by transferring to and from Appropriations the amount of \$4,500,000.00 to provide funding for Various Projects at Hartsfield-Jackson Atlanta International Airport.

2. Please provide background information regarding this legislation.

The City of Atlanta owns and operates Hartsfield-Jackson Atlanta International Airport and has undertaken a Capital Improvement Program to facilitate the expansion and improvement of the Airport. This paper is to put funds in place for certain Capital Projects specifically Airfield Repairs 2017 and Smart Lanes Security Checkpoints.

3. If Applicable/Known:

- (a) **Contract Type:** N/A
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids:** N/A
- (f) **Proposals Received:** N/A

(g) **Bidders/Proponents:** N/A

(h) **Term of Contract:** N/A

4. Fund Account Center: PTAE0: 18111310 (Other Direct Costs) 200 (Task) 550291249 (DOA R N E 9999) 5212001 (Consulting/Professional) and FDOA: 5502 (Airport Renewal & Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5414002 (Facilities Other Than Bldgs) 7563000 (Airport) 111310 (Other Direct Costs) 91249 (DOA R N E 9999);PTAE0: 18111312 (Non-Capital Projects) F4003002 (Airfield Repairs 2017) 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) 211312 (Non-Capital Projects) 91249 (DOA R N E 9999); FDOA: 5502 (Airport Renewal & Extension Fund)) 200101 (Reserve for Appropriations) 5999901 (Reserve) 1512000 (Accounting);PTAE0: 18111304 (Other Facility Projects) F1002030 (Smart Lanes Security Checkpoint) 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).

5. Source of Funds: Airport Renewal and Extension Fund (5502)

6. Fiscal Impact: \$4,500,000.00

Cost will be covered by the Department’s current year budget

Budget neutral – no monetary impact

Cost not anticipated in the Department’s current year budget – see account string in legislation

Or

Note

7. Method of Cost Recovery: N/A

This Legislative Request Form was prepared by: Joe Styres

Contact Number: 404.382.1270

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL AUTHORIZING THE ADVANCEMENT OF FINAL PAYMENT FOR THE ATLANTA STREETCAR DESIGN-BUILD PROJECT, PURSUANT TO THE CITY'S INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA"); TO AUTHORIZE THE ANTICIPATION ELIGIBLE PROJECT COSTS FROM APPLICABLE FEDERAL GRANT FUNDS, AS REIMBURSED BY THE FEDERAL TRANSIT AUTHORITY ("FTA) TO MARTA, AS GRANTEE OF APPLICABLE FEDERAL GRANTS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ordinance No. 10-O-1171, the City of Atlanta ("City") entered into a certain intergovernmental agreement ("IGA") for the purpose of applying for certain federal grants, known as the Transportation Investment Generating Economic Recovery ("TIGER") grant program for the purpose of implementing the Atlanta Streetcar Project ("Project"); and

WHEREAS, the IGA set forth, among other things, the respective roles and responsibilities of the Project Partners (being the City, MARTA, and the Downtown Atlanta Community Improvement District/the Atlanta Downtown Improvement District, Inc., "ADID"), including the respective cost sharing obligations of the Project Partners to pay for the local share of the Project costs according to the applicable TIGER grants; and

WHEREAS, pursuant to the IGA, MARTA was and remains responsible for administering the TIGER grants and the applicable design-build contract to design and construct the Project in accordance with the applicable TIGER grant requirements; and

WHEREAS, pursuant to the IGA, MARTA procured, awarded and administered a design-build contract with URS Energy & Construction ("URS") for the design and construction of the Project ("Design-Build Agreement"); and

WHEREAS, the Project is complete in accordance with the Design-Build Agreement and further, the Project Partners have reached final agreement as to the final payment amount to pay URS for the release of remaining contract retainage and all work performed under the agreement, including final resolution of all claims, delays and other outstanding matters under the Design-Build Agreement, for a lump sum final payment amount of Seven Million Eight Thousand Forty-Three Dollars and 45/100 (\$7,008,843.45) ("Final Payment Amount"); and

WHEREAS, furthermore, the Final Payment Amount is inclusive of payment for all utility relocation allowance work performed under the Design-Build Agreement on behalf of the Department of Watershed Management, as authorized by Ordinance No. 11-O-1531, which brings the final contract amount to a total of Sixty One Million Six Hundred thirty Thousand Six Hundred Fifty Five and 00/100 (\$61,630,655.00) ("Final Contract Amount"); and

WHEREAS, the Final Contract Amount is less than the total Project Budget and is approximately Six Million Dollars (\$6 million) less than the amount claimed by URS for final payment for the Project; and

WHEREAS, pursuant to the applicable TIGER grants for the Project, FTA must approve the final payment and the final close-out of the TIGER grants as it relates to the Project to determine, audit and

otherwise approve eligible Project costs under the applicable TIGER grants, which process will require several months to complete; and

WHEREAS, the advancement of the Final Payment Amount to URS is in the best interests of the City and the other Project Partners in order to expedite the close-out of the Design-Build Agreement with URS and to facilitate the close-out process of the TIGER grants with FTA, which will result in the reimbursement by FTA of approved eligible Project costs under the applicable TIGER grants to MARTA as the Grantee; and

WHEREAS, the process of making advanced payments to Project contactors in anticipation of receiving reimbursement from the FTA is typical for TIGER grants, particularly in light of the long lead time and process required for such FTA reviews and approvals; and

WHEREAS, as sub-grantee of the applicable TIGER grants for the Project and as a Project Partner under the IGA, the City's local share of eligible Project costs is 31%, whereas, MARTA is not responsible for any payment of the local share of the Project costs; and

WHEREAS, in furtherance of the close-out of the Design-Build Project and the applicable TIGER grants, the City desires to pay the remainder of the payment of the Final Payment Amount over and above its estimated local share of Project costs being an amount of Three Million Five Hundred Ninety Four Thousand One Hundred One Dollars and 98/100 (\$3,594,101.98) in anticipation and on the condition of being reimbursed by MARTA upon receipt of approved grant funds from FTA, pursuant to the applicable TIGER grants, in accordance with the fund and accounts information specified below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Chief Financial Officer is authorized to advance and pay to MARTA an amount of Three Million Five Hundred Ninety Four Thousand One Hundred One Dollars and 98/100 (\$3,594,101.98) ("Advancement"), pursuant to the IGA, for the purpose of issuing the Final Payment Amount to URS under the Design-Build Agreement on the condition that MARTA complies with its obligations under the IGA to provide all documentation and information to FTA for FTA's review and approval of all eligible Project costs under the applicable TIGER grants for the Project, which Advancement shall be in addition to other payments made (or to be made, as the case may be) in accordance with the City's local share of the eligible Project costs under the Design-Build Agreement, the applicable TIGER grants and the IGA, as may be applicable.

SECTION 2. Upon receipt of FTA's approval of the final eligible Project costs and FTA reimbursement payment of applicable TIGER grant funds to MARTA, as grantee, MARTA shall immediately make payment to the City of any such grant funds received.

SECTION 3. The Mayor, or his designee, is authorized to enter into such memorandum of understanding or other agreements with MARTA and/or the Project Partners, as may be necessary and appropriate to document the payment and reimbursement process described herein, including without limitation the expectations regarding the timing of submittals to FTA for pending FTA approvals and determinations of eligible Project costs under the applicable TIGER grants for the Project.

SECTION 4. All amounts authorized pursuant to this ordinance shall be charged to and paid from

Fund	Department	Account	Function Activity	Project	Funding Source
2501	040416	5710001	7550001	111097	91993

SECTION 5. All amounts received from MARTA, pursuant to amounts received for FTA reimbursements of grant funds for the Project, shall be appropriated and transferred to

Fund	Department	Account	Function Activity	Project	Funding Source
2501	040416	3710001	7550001	111097	91993

SECTION 6. All ordinances in conflict with this ordinance are hereby waived to the extent of the conflict but only for purposes of this ordinance.

CITY COUNCIL
ATLANTA, GEORGIA

16-O-1654

SPONSOR SIGNATURES


Alex Wan, Councilmember, District 6

**CITY COUNCIL
ATLANTA, GEORGIA**

16-O-1654

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL AUTHORIZING THE ADVANCEMENT OF FINAL PAYMENT FOR THE ATLANTA STREETCAR DESIGN-BUILD PROJECT, PURSUANT TO THE CITY'S INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA"); TO AUTHORIZE THE ANTICIPATION ELIGIBLE PROJECT COSTS FROM APPLICABLE FEDERAL GRANT FUNDS, AS REIMBURSED BY THE FEDERAL TRANSIT AUTHORITY ("FTA) TO MARTA, AS GRANTEE OF APPLICABLE FEDERAL GRANTS; AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 12:34 PM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-O-1654

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL AUTHORIZING THE ADVANCEMENT OF FINAL PAYMENT FOR THE ATLANTA STREETCAR DESIGN-BUILD PROJECT, PURSUANT TO THE CITY'S INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY ("MARTA"); TO AUTHORIZE THE ANTICIPATION ELIGIBLE PROJECT COSTS FROM APPLICABLE FEDERAL GRANT FUNDS, AS REIMBURSED BY THE FEDERAL TRANSIT AUTHORITY ("FTA") TO MARTA, AS GRANTEE OF APPLICABLE FEDERAL GRANTS; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**AN ORDINANCE
BY COUNCILMEMBER ALEX WAN**

AN ORDINANCE AUTHORIZING THE ADVANCEMENT OF FINAL PAYMENT FOR THE ATLANTA STRETCAR DEISGN-BUILD PROJECT, PURSUANT TO THE CITY’S INTERGOVERNMENTAL AGREEMENT WITH THE METROPOLITAN ATLANTA RAPID TRANSIT AUTHORITY (“MARTA”); TO AUTHORIZE THE ANTICIPATION ELIGIBLE PROJECT COSTS FROM APPLICABLE FEDERAL GRANT FUNDS, AS REIMBURSED BY THE FEDERAL TRANSIT AUTHORITY (“FTA) TO MARTA, AS GRANTEE OF APPLICABLE FEDERAL GRANTS; AND FOR OTHER PURPOSES.

WHEREAS, pursuant to Ordinance No. 10-O-1171, the City of Atlanta (“City”) entered into a certain intergovernmental agreement (“IGA”) for the purpose of applying for certain federal grants, known as the Transportation Investment Generating Economic Recovery (“TIGER”) grant program for the purpose of implementing the Atlanta Streetcar Project (“Project”); and

WHEREAS, the IGA set forth, among other things, the respective roles and responsibilities of the Project Partners (being the City, MARTA, and the Downtown Atlanta Community Improvement District/the Atlanta Downtown Improvement District, Inc., “ADID”), including the respective cost sharing obligations of the Project Partners to pay for the local share of the Project costs according to the applicable TIGER grants; and

WHEREAS, pursuant to the IGA, MARTA was and remains responsible for administering the TIGER grants and the applicable design-build contract to design and construct the Project in accordance with the applicable TIGER grant requirements; and

WHEREAS, pursuant to the IGA, MARTA procured, awarded and administered a design-build contract with URS Energy & Construction (“URS”) for the design and construction of the Project (“Design-Build Agreement”); and

WHEREAS, the Project is complete in accordance with the Design-Build Agreement and further, the Project Partners have reached final agreement as to the final payment amount to pay URS for the release of remaining contract retainage and all work performed under the agreement, including final resolution of all claims, delays and other outstanding matters under the Design-Build Agreement, for a lump sum final payment amount of Seven Million Eight Thousand Forty-Three Dollars and 45/100 (\$7,008,843.45) (“Final Payment Amount”); and

WHEREAS, furthermore, the Final Payment Amount is inclusive of payment for all utility relocation allowance work performed under the Design-Build Agreement on behalf of the Department of Watershed Management, as authorized by Ordinance No. 11-O-1531, which brings the final contract amount to a total of Sixty One Million Six Hundred thirty Thousand Six Hundred Fifty Five and 00/100 (\$61,630,655.00) (“Final Contract Amount”); and

WHEREAS, the Final Contract Amount is less than the total Project Budget and is approximately Six Million Dollars (\$6 million) less than the amount claimed by URS for final payment for the Project; and

WHEREAS, pursuant to the applicable TIGER grants for the Project, FTA must approve the final payment and the final close-out of the TIGER grants as it relates to the Project to determine, audit and otherwise approve eligible Project costs under the applicable TIGER grants, which process will require several months to complete; and

WHEREAS, the advancement of the Final Payment Amount to URS is in the best interests of the City and the other Project Partners in order to expedite the close-out of the Design-Build Agreement with URS and to facilitate the close-out process of the TIGER grants with FTA, which will result in the reimbursement by FTA of approved eligible Project costs under the applicable TIGER grants to MARTA as the Grantee; and

WHEREA, the process of making advanced payments to Project contactors in anticipation of receiving reimbursement from the FTA is typical for TIGER grants, particularly in light of the long lead time and process required for such FTA reviews and approvals; and

WHEREAS, as sub-grantee of the applicable TIGER grants for the Project and as a Project Partner under the IGA, the City's local share of eligible Project costs is 31%, whereas, MARTA is not responsible for any payment of the local share of the Project costs; and

WHEREAS, in furtherance of the close-out of the Design-Build Project and the applicable TIGER grants, the City desires to pay the remainder of the payment of the Final Payment Amount over and above its estimated local share of Project costs being an amount of Three Million Five Hundred Ninety Four Thousand One Hundred One Dollars and 98/100 (\$3,594,101.98) in anticipation and on the condition of being reimbursed by MARTA upon receipt of approved grant funds from FTA, pursuant to the applicable TIGER grants, in accordance with the fund and accounts information specified below.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY ORDAINS AS FOLLOWS:

SECTION 1. The Chief Financial Officer is authorized to advance and pay to MARTA an amount of Three Million Five Hundred Ninety Four Thousand One Hundred One Dollars and 98/100 (\$3,594,101.98) ("Advancement"), pursuant to the IGA, for the purpose of issuing the Final Payment Amount to URS under the Design-Build Agreement on the condition that MARTA complies with its obligations under the IGA to provide all documentation and information to FTA for FTA's review and approval of all eligible Project costs under the applicable TIGER grants for the Project, which Advancement shall be in addition to other payments made (or to be made, as the case may be) in accordance with the City's local share of the eligible Project costs under the Design-Build Agreement, the applicable TIGER grants and the IGA, as may be applicable.

SECTION 2. Upon receipt of FTA’s approval of the final eligible Project costs and FTA reimbursement payment of applicable TIGER grant funds to MARTA, as grantee, MARTA shall immediately make payment to the City of any such grant funds received.

SECTION 3. The Mayor, or his designee, is authorized to enter into such memorandum of understanding or other agreements with MARTA and/or the Project Partners, as may be necessary and appropriate to document the payment and reimbursement process described herein, including without limitation the expectations regarding the timing of submittals to FTA for pending FTA approvals and determinations of eligible Project costs under the applicable TIGER grants for the Project.

SECTION 4. All amounts authorized pursuant to this ordinance shall be charged to and paid from

Fund	Department	Account	Function Activity	Project	Funding Source
2501	040416	5710001	7550001	111097	91993

SECTION 5. All amounts received from MARTA, pursuant to amounts received for FTA reimbursements of grant funds for the Project, shall be appropriated and transferred to

Fund	Department	Account	Function Activity	Project	Funding Source
2501	040416	3710001	7550001	111097	91993

SECTION 6. All ordinances in conflict with this ordinance are hereby waived to the extent of the conflict but only for purposes of this ordinance.

Attachment: Final Payment for Streetcar Build-Out (16-O-1654 : Final Payments for Streetcar Build-out)

AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO RESTRICT LEFT TURN MOVEMENTS FROM SOUTHWEST MOORES MILL ROAD, N.W. ONTO EASTBOUND BOLTON ROAD, N.W.; TO RESTRICT LEFT TURNS FROM NORTHEAST MOORES MILL ROAD EXTENSION ONTO WESTBOUND BOLTON ROAD, N.W.; AND TO RESTRICT LEFT TURNS FROM SOUTHWEST MOORES MILL ROAD EXTENSION ONTO SOUTHEAST MARIETTA BOULEVARD, N.W. UNTIL SUCH TIME THAT A TRAFFIC SIGNAL IS INSTALLED AT THE INTERSECTION OF MOORES MILL ROAD EXTENSION AND MARIETTA BOULEVARD, N.W.; AND FOR OTHER PURPOSES.

WHEREAS, the Moores Mill Road Extension Phase I Project ("Project") is being constructed between Bolton Road and Marietta Boulevard; and

WHEREAS, this Project, a planned City of Atlanta project, includes improvements for road extension, sidewalks, traffic signals and signs, and crosswalks; and

WHEREAS, traffic in this area has increased and is expected to increase even more with planned development as well as with current construction development; and

WHEREAS, there are not enough lanes to allow left turns without creating traffic congestion; and

WHEREAS, the Department of Public Works recommends restricting left turns at Moores Mill Road, N.W. to improve traffic flow.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

SECTION 1: That the Mayor, or his designee, is authorized to restrict left turn movements at the following locations:

1. From southwest Moores Mill Road, N.W. onto eastbound Bolton Road, N.W.
2. From northeast Moores Mill Road extension onto westbound Bolton Road, N. W.
3. From southwest Moores Mill Road extension onto southeast Marietta Boulevard, N.W.

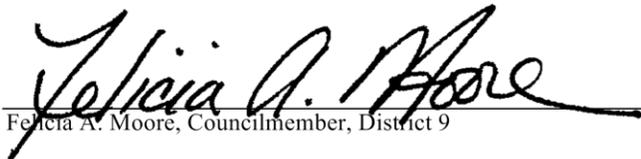
SECTION 2: That the left turn restriction from southwest Moores Mill Road extension onto southeast Marietta Boulevard, N.W. will be removed after a traffic signal is installed at this intersection.

SECTION 3: That all ordinances and parts of ordinances in conflict with the terms of this ordinance are hereby repealed only to the extent of conflict.

CITY COUNCIL
ATLANTA, GEORGIA

16-O-1658

SPONSOR SIGNATURES


Felicia A. Moore, Councilmember, District 9

**CITY COUNCIL
ATLANTA, GEORGIA**

16-O-1658

AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO RESTRICT LEFT TURN MOVEMENTS FROM SOUTHWEST MOORES MILL ROAD, N.W. ONTO EASTBOUND BOLTON ROAD, N.W.; TO RESTRICT LEFT TURNS FROM NORTHEAST MOORES MILL ROAD EXTENSION ONTO WESTBOUND BOLTON ROAD, N.W.; AND TO RESTRICT LEFT TURNS FROM SOUTHWEST MOORES MILL ROAD EXTENSION ONTO SOUTHEAST MARIETTA BOULEVARD, N.W. UNTIL SUCH TIME THAT A TRAFFIC SIGNAL IS INSTALLED AT THE INTERSECTION OF MOORES MILL ROAD EXTENSION AND MARIETTA BOULEVARD, N.W.; AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 9:20 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-O-1658

AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO RESTRICT LEFT TURN MOVEMENTS FROM SOUTHWEST MOORES MILL ROAD, N.W. ONTO EASTBOUND BOLTON ROAD, N.W.; TO RESTRICT LEFT TURNS FROM NORTHEAST MOORES MILL ROAD EXTENSION ONTO WESTBOUND BOLTON ROAD, N.W.; AND TO RESTRICT LEFT TURNS FROM SOUTHWEST MOORES MILL ROAD EXTENSION ONTO SOUTHEAST MARIETTA BOULEVARD, N.W. UNTIL SUCH TIME THAT A TRAFFIC SIGNAL IS INSTALLED AT THE INTERSECTION OF MOORES MILL ROAD EXTENSION AND MARIETTA BOULEVARD, N.W.; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

AN ORDINANCE BY
COUNCILMEMBER FELICIA A. MOORE

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO RESTRICT LEFT TURN MOVEMENTS FROM SOUTHWEST MOORES MILL ROAD, N.W. ONTO EASTBOUND BOLTON ROAD, N.W.; TO RESTRICT LEFT TURNS FROM NORTHEAST MOORES MILL ROAD EXTENSION ONTO WESTBOUND BOLTON ROAD, N.W.; AND TO RESTRICT LEFT TURNS FROM SOUTHWEST MOORES MILL ROAD EXTENSION ONTO SOUTHEAST MARIETTA BOULEVARD, N.W. UNTIL SUCH TIME THAT A TRAFFIC SIGNAL IS INSTALLED AT THE INTERSECTION OF MOORES MILL ROAD EXTENSION AND MARIETTA BOULEVARD, N.W.; AND FOR OTHER PURPOSES.

WHEREAS, the Moores Mill Road Extension Phase I Project (“Project”) is being constructed between Bolton Road and Marietta Boulevard; and

WHEREAS, this Project, a planned City of Atlanta project, includes improvements for road extension, sidewalks, traffic signals and signs, and crosswalks; and

WHEREAS, traffic in this area has increased and is expected to increase even more with planned development as well as with current construction development; and

WHEREAS, there are not enough lanes to allow left turns without creating traffic congestion; and

WHEREAS, the Department of Public Works recommends restricting left turns at Moores Mill Road, N.W. to improve traffic flow.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS
as follows:

SECTION 1: That the Mayor, or his designee, is authorized to restrict left turn movements at the following locations:

1. From southwest Moores Mill Road, N.W. onto eastbound Bolton Road, N.W.
2. From northeast Moores Mill Road extension onto westbound Bolton Road, N.W.
3. From southwest Moores Mill Road extension onto southeast Marietta Boulevard, N.W.

SECTION 2: That the left turn restriction from southwest Moores Mill Road extension onto southeast Marietta Boulevard, N.W. will be removed after a traffic signal is installed at this intersection.

SECTION 3: That all ordinances and parts of ordinances in conflict with the terms of this ordinance are hereby repealed only to the extent of conflict.

#4

(Do Not Write Above This Line)	First Reading		FINAL COUNCIL ACTION
	Committee _____ Date _____ Chair _____ Referred To _____	Committee _____ Date _____ Chair _____ Referred To _____	<input type="checkbox"/> 2 nd <input type="checkbox"/> 1 st & 2 nd <input type="checkbox"/> 3 rd Readings <input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> RC Vote
AN ORDINANCE BY <i>Felicia A. Moore</i> COUNCILMEMBER FELICIA A. MOORE AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO RESTRICT LEFT TURN MOVEMENTS FROM SOUTHWEST MOORES MILL ROAD, N.W. ONTO EASTBOUND BOLTON ROAD, N.W.; TO RESTRICT LEFT TURNS FROM NORTHEAST MOORES MILL ROAD EXTENSION ONTO WESTBOUND BOLTON ROAD, N.W.; AND TO RESTRICT LEFT TURNS FROM SOUTHWEST MOORES MILL ROAD EXTENSION ONTO SOUTHEAST MARIETTA BOULEVARD, N.W. UNTIL SUCH TIME THAT A TRAFFIC SIGNAL IS INSTALLED AT THE INTERSECTION OF MOORES MILL ROAD EXTENSION AND MARIETTA BOULEVARD, N.W.; AND FOR OTHER PURPOSES.	Committee _____ Date _____ Chair _____ Action _____ Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ _____ _____ _____ Refer To _____	Committee _____ Date _____ Chair _____ Action _____ Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ _____ _____ _____ Refer To _____	CERTIFIED
<input type="checkbox"/> CONSENT REFER <input type="checkbox"/> REGULAR REPORT REFER <input type="checkbox"/> ADVERTISE & REFER <input type="checkbox"/> 1 ST ADOPT 2 ND READ & REFER <input checked="" type="checkbox"/> PERSONAL PAPER REFER Date Referred _____ Referred To: <i>Transpo</i> Date Referred _____ Referred To: _____ Date Referred: _____ Referred To: _____	Committee _____ Date _____ Chair _____ Action _____ Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ _____ _____ _____ Refer To _____	Committee _____ Date _____ Chair _____ Action _____ Fav, Adv, Hold (see rev. side) _____ Other _____ Members _____ _____ _____ _____ Refer To _____	MAYOR'S ACTION

Attachment: 4 RESTRICT TURN MOVEMENTS MOORES MILL RD (16-O-1658 : LEFT TURN MOVEMENT)

AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO INSTALL A TRAFFIC SIGNAL AT THE SHOPPING CENTER DRIVEWAY ON MARIETTA BOULEVARD, N.W. BETWEEN BOLTON ROAD, N.W. AND CORONET WAY, N.W.; AND FOR OTHER PURPOSES.

WHEREAS, the Moores Mill Road Extension Phase I Project ("Project") is being constructed between Bolton Road and Marietta Boulevard; and

WHEREAS, this Project, a planned City of Atlanta project, includes improvements for road extension, sidewalks, traffic signals and signs, and crosswalks; and

WHEREAS, traffic in this area has increased and is expected to increase even more with planned development as well as with current construction development; and

WHEREAS, a study, conducted by a traffic consultant on behalf of the development company and reviewed by the Department of Public Works, shows that a traffic signal is needed at the shopping center driveway on Marietta Boulevard, N.W. between Bolton Road, N.W. and Coronet Way, N.W., to provide safe passage to the development; and

WHEREAS, the developer of the Moores Mill Shopping Center has agreed to fund all costs associated with the traffic signal.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS as follows:

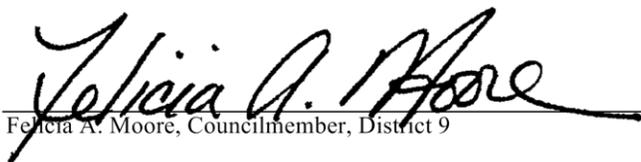
SECTION 1: That the Mayor, or his designee, is authorized to install a traffic signal at the shopping center driveway on Marietta Boulevard, N.W. between Bolton Road, N.W. and Coronet Way, N.W.

SECTION 2: That all ordinances and parts of ordinances in conflict with the terms of this ordinance are hereby repealed only to the extent of conflict.

CITY COUNCIL
ATLANTA, GEORGIA

16-O-1659

SPONSOR SIGNATURES


Felicia A. Moore, Councilmember, District 9

**CITY COUNCIL
ATLANTA, GEORGIA**

16-O-1659

AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO INSTALL A TRAFFIC SIGNAL AT THE SHOPPING CENTER DRIVEWAY ON MARIETTA BOULEVARD, N.W. BETWEEN BOLTON ROAD, N.W. AND CORONET WAY, N.W.; AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 9:28 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-O-1659

AN ORDINANCE BY COUNCILMEMBER FELICIA A. MOORE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO INSTALL A TRAFFIC SIGNAL AT THE SHOPPING CENTER DRIVEWAY ON MARIETTA BOULEVARD, N.W. BETWEEN BOLTON ROAD, N.W. AND CORONET WAY, N.W.; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

AN ORDINANCE BY COUNCILMEMBER KEISHA LANCE BOTTOMS AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE AMOUNT OF TWENTY NINE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS (\$29,730,979.00) FROM THE FEDERAL AVIATION ADMINISTRATION ("FAA") AND TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF SEVEN MILLION FOUR HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS (\$7,432,745.00) FOR CITY OF ATLANTA'S SHARE FOR GRANT AGREEMENT 3-13-0008-117-2016 FOR THE PURPOSE OF RIGHT OF FLIGHT EASEMENTS AND ACOUSTICAL TREATMENT MEASURES IN NOISE SENSITIVE STRUCTURES IN 65 TO 75 DNL AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City"), as owner and operator of the Hartsfield-Jackson Atlanta International Airport ("Airpmi") submitted to the Federal Aviation Administration ("FAA") an application dated August 9, 2016 for a grant of Federal Funds for a project at the Airport; and

WHEREAS, the FAA approved a project for the Airport consisting of the following: "Right of Flight Easements and Acoustical Treatment Measures in Noise Sensitive Structures in 65 to 75 DNL (the "Project"); and

WHEREAS, under Agreement number 3-13-0008-117-2016, the FAA agrees to reimburse the City for the allowable costs incurred in accomplishing the Project, in an amount not to exceed Twenty Nine Million Seven Hundred Thirty Thousand Nine Hundred Seventy Nine Dollars (\$29,730,979.00) representing 80% of project costs; and

WHEREAS, the City's required contribution is Seven Million Four Hundred Thirty Two Thousand Seven Hundred Forty Five Dollars (\$7,432,745.00) representing 20% of project costs; And

WHEREAS, the City now desires to anticipate and appropriate grant funds of Twenty Nine Million Seven Hundred Thirty Thousand Nine Hundred Seventy Nine Dollars (\$29,730,979.00) from FAA and transfer from to and from appropriations the City's share in the amount of Seven Million Four Hundred Thi liy Two Thousand Seven Hundred Forty Five Dollars (\$7,432,745.00) for the Project,

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, AS FOLLOWS:

SECTION 1: That the FY2017 Airport Renewal and Extension Fund (5502) Budget is hereby amended as follows:

Add to Appropriations

The amount of: \$29,730,979.00

PTAEO:

<u>Noise Insulation</u>	<u>AIP 117</u>		<u>Other Than</u>	<u>City of</u>
<u>Program</u>		<u>AIP 117</u>	<u>Bldgs</u>	<u>Atlanta</u>
<u>18210816</u>	<u>206</u>	<u>550232367</u>	<u>Facilities</u>	<u>COA</u>
			<u>5414002</u>	

FDOA:

<u>Airport Renewal &</u>	<u>DOA Aviation</u>	<u>Projects and</u>		<u>Noise</u>	
<u>Extension Fund</u>	<u>Capital Planning</u>	<u>Grants</u>		<u>Insulation</u>	
<u>5502</u>	<u>& Development</u>	<u>Budget</u>	<u>Airport</u>	<u>Program</u>	<u>AIP 117</u>
	<u>180201</u>	<u>5999999</u>	<u>7563000</u>	<u>210816</u>	<u>32367</u>

SECTION 2: That the FY2017 Airport Renewal and Extension Fund (5502) Budget is hereby amended as follows:

Transfer From Appropriations

The amount of: \$7,432,745.00

FDOA:

<u>Airport Passenger</u>	<u>Reserve For</u>		
<u>Facility Charge</u>	<u>Appropriations</u>	<u>Reserves</u>	<u>Accounting</u>
5505	200201	5999901	1512000

Transfer to Appropriations

The amount of: \$7,432,745.00

PTAEO:

<u>Noise Insulation</u>			<u>Facilities</u>	
<u>Program</u>	<u>AIP 117 PFC</u>	<u>DOA PFC</u>	<u>Other Than</u>	<u>City of</u>
18210816	<u>Match</u>	550591336	<u>Bldgs</u>	<u>Atlanta</u>
	207		5414002	<u>COA</u>

FDOA:

<u>Airport Passenger</u>	<u>DOA Aviation</u>	<u>Projects and</u>		<u>Noise</u>	
<u>Facility Charge</u>	<u>Capital Planning</u>	<u>Grants</u>		<u>Insulation</u>	
5505	<u>& Development</u>	<u>Budget</u>	<u>Airport</u>	<u>Program</u>	<u>DOA PFC</u>
	180201	5999999	7563000	210816	91336

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict only

CITY COUNCIL
ATLANTA, GEORGIA

16-O-1671

SPONSOR SIGNATURES


Keisha Lance Bottoms, Councilmember, District 11

**CITY COUNCIL
ATLANTA, GEORGIA**

16-O-1671

AN ORDINANCE BY COUNCILMEMBER KEISHA LANCE BOTTOMS AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE AMOUNT OF TWENTY NINE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS (\$29,730,979.00) FROM THE FEDERAL AVIATION ADMINISTRATION ("FAA") AND TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF SEVEN MILLION FOUR HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS (\$7,432,745.00) FOR CITY OF ATLANTA'S SHARE FOR GRANT AGREEMENT 3-13-0008-117-2016 FOR THE PURPOSE OF RIGHT OF FLIGHT EASEMENTS AND ACOUSTICAL TREATMENT MEASURES IN NOISE SENSITIVE STRUCTURES IN 65 TO 75 DNL AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 11:58 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-O-1671

AN ORDINANCE BY COUNCILMEMBER KEISHA LANCE BOTTOMS AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE AMOUNT OF TWENTY NINE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS (\$29,730,979.00) FROM THE FEDERAL AVIATION ADMINISTRATION ("FAA") AND TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF SEVEN MILLION FOUR HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS (\$7,432,745.00) FOR CITY OF ATLANTA'S SHARE FOR GRANT AGREEMENT 3-13-0008-117-2016 FOR THE PURPOSE OF RIGHT OF FLIGHT EASEMENTS AND ACOUSTICAL TREATMENT MEASURES IN NOISE SENSITIVE STRUCTURES IN 65 TO 75 DNL AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

London Butler

**AN ORDINANCE
BY TRANSPORTATION COMMITTEE**

AN ORDINANCE AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE AMOUNT OF TWENTY NINE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS (\$29,730,979.00) FROM THE FEDERAL AVIATION ADMINISTRATION (“FAA”) AND TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF SEVEN MILLION FOUR HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS (\$7,432,745.00) FOR CITY OF ATLANTA’S SHARE FOR GRANT AGREEMENT 3-13-0008-117-2016 FOR THE PURPOSE OF RIGHT OF FLIGHT EASEMENTS AND ACOUSTICAL TREATMENT MEASURES IN NOISE SENSITIVE STRUCTURES IN 65 TO 75 DNL AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”), as owner and operator of the Hartsfield-Jackson Atlanta International Airport (“Airport”) submitted to the Federal Aviation Administration (“FAA”) an application dated August 9, 2016 for a grant of Federal Funds for a project at the Airport; and

WHEREAS, the FAA approved a project for the Airport consisting of the following: “Right of Flight Easements and Acoustical Treatment Measures in Noise Sensitive Structures in 65 to 75 DNL (the “Project”); and

WHEREAS, under Agreement number 3-13-0008-117-2016, the FAA agrees to reimburse the City for the allowable costs incurred in accomplishing the Project, in an amount not to exceed Twenty Nine Million Seven Hundred Thirty Thousand Nine Hundred Seventy Nine Dollars (\$29,730,979.00) representing 80% of project costs; and

WHEREAS, the City’s required contribution is Seven Million Four Hundred Thirty Two Thousand Seven Hundred Forty Five Dollars (\$7,432,745.00) representing 20% of project costs; and

WHEREAS, the City now desires to anticipate and appropriate grant funds of Twenty Nine Million Seven Hundred Thirty Thousand Nine Hundred Seventy Nine Dollars (\$29,730,979.00) from FAA and transfer from to and from appropriations the City’s share in the amount of Seven Million Four Hundred Thirty Two Thousand Seven Hundred Forty Five Dollars (\$7,432,745.00) for the Project,

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, AS FOLLOWS:

SECTION 1: That the FY2017 Airport Renewal and Extension Fund (5502) Budget is hereby amended as follows:

Add to Anticipations

The amount of: \$29,730,979.00

FDOA:

		<u>Fed Direct-</u>			
		<u>OC Rec</u>			
		<u>Directly</u>			
<u>Airport Renewal &</u>	<u>DOA Aviation</u>	<u>Frm Fed.</u>	<u>Airport</u>	<u>Noise</u>	<u>AIP 117</u>
<u>Extension Fund</u>	<u>Capital Planning</u>	<u>Grant</u>	<u>7563000</u>	<u>Insulation</u>	<u>Program</u>
<u>5502</u>	<u>& Development</u>	<u>3311101</u>		<u>210816</u>	<u>32367</u>
	<u>180201</u>				

Add to Appropriations

The amount of: \$29,730,979.00

PTAEO:

			<u>Other Than</u>	
			<u>Bldgs</u>	<u>City of</u>
<u>Noise Insulation</u>	<u>AIP 117</u>	<u>AIP 117</u>	<u>Facilities</u>	<u>Atlanta</u>
<u>Program</u>	<u>206</u>	<u>550232367</u>	<u>5414002</u>	<u>COA</u>
<u>18210816</u>				

FDOA:

		<u>Projects and</u>		<u>Noise</u>	
		<u>Grants</u>		<u>Insulation</u>	
<u>Airport Renewal &</u>	<u>DOA Aviation</u>	<u>Budget</u>	<u>Airport</u>	<u>Program</u>	<u>AIP 117</u>
<u>Extension Fund</u>	<u>Capital Planning</u>	<u>5999999</u>	<u>7563000</u>	<u>210816</u>	<u>32367</u>
<u>5502</u>	<u>& Development</u>				
	<u>180201</u>				

SECTION 2: That the FY2017 Airport Renewal and Extension Fund (5502) Budget is hereby amended as follows:

Transfer From Appropriations

The amount of: \$7,432,745.00

FDOA:

<u>Airport Passenger</u>	<u>Reserve For</u>		
<u>Facility Charge</u>	<u>Appropriations</u>	<u>Reserves</u>	<u>Accounting</u>
<u>5505</u>	<u>200201</u>	<u>5999901</u>	<u>1512000</u>

Transfer to Appropriations

The amount of: \$7,432,745.00

PTAEO:

<u>Noise Insulation</u>			<u>Facilities</u>	
<u>Program</u>	<u>AIP 117 PFC</u>	<u>DOA PFC</u>	<u>Other Than</u>	<u>City of</u>
<u>18210816</u>	<u>Match</u>	<u>550591336</u>	<u>Bldgs</u>	<u>Atlanta</u>
	<u>207</u>		<u>5414002</u>	<u>COA</u>

FDOA:

<u>Airport Passenger</u>	<u>DOA Aviation</u>	<u>Projects and</u>		<u>Noise</u>	
<u>Facility Charge</u>	<u>Capital Planning</u>	<u>Grants</u>		<u>Insulation</u>	
<u>5505</u>	<u>& Development</u>	<u>Budget</u>	<u>Airport</u>	<u>Program</u>	<u>DOA PFC</u>
	<u>180201</u>	<u>5999999</u>	<u>7563000</u>	<u>210816</u>	<u>91336</u>

SECTION 3: That all ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict only

Attachment: 22 AIRPORT RENEWAL (16-O-1671 : AMEND FY2017 AIRPORT RENEWAL AND EXTENSION FUND)

#22

16-O

First Reading

FINAL COUNCIL ACTION

F.5.a

Committee _____
Date _____
Chair _____
Referred To _____

2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

AN ORDINANCE
BY TRANSPORTATION COMMITTEE

Handwritten signature/initials

AN ORDINANCE AUTHORIZING THE CHIEF FINANCIAL OFFICER TO AMEND THE FY2017 AIRPORT RENEWAL AND EXTENSION FUND (5502) BUDGET, BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS GRANT FUNDS IN THE AMOUNT OF TWENTY NINE MILLION SEVEN HUNDRED THIRTY THOUSAND NINE HUNDRED SEVENTY NINE DOLLARS (\$29,730,979.00) FROM THE FEDERAL AVIATION ADMINISTRATION ("FAA") AND TRANSFERRING TO AND FROM APPROPRIATIONS THE AMOUNT OF SEVEN MILLION FOUR HUNDRED THIRTY TWO THOUSAND SEVEN HUNDRED FORTY FIVE DOLLARS (\$7,432,745.00) FOR CITY OF ATLANTA'S SHARE FOR GRANT AGREEMENT 3-13-0008-117-2016 FOR THE PURPOSE OF RIGHT OF FLIGHT EASEMENTS AND ACOUSTICAL TREATMENT MEASURES IN NOISE SENSITIVE STRUCTURES IN 65 TO 75 DNL AND FOR OTHER PURPOSES.

+

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: *11/21/2016*
Referred To: *Transpo.*
Date Referred:
Referred To:
Date Referred:
Referred To:

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To
Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

CERTIFIED

MAYOR'S ACTION

Attachment: 22 AIRPORT RENEWAL (16-O-1671 : AMEND FY2017 AIRPORT RENEWAL AND EXTENSION

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE DONATION OF A DESIGN CONCEPT DRAWING AND A MONETARY CONTRIBUTION IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) FROM THE GARDEN HILLS CIVIC ASSOCIATION FOR THE CONSTRUCTION OF PEDESTRIAN CROSSING IMPROVEMENTS AT OR NEAR THE GARDEN HILLS CLUBHOUSE; TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING; AND FOR OTHER PURPOSES.

WHEREAS, Garden Hills is a large urban forest neighborhood lying in the heart of Buckhead between Peachtree and Piedmont roads, bordered on the north by Pharr Road and on the south by Lindbergh Drive; and

WHEREAS, the Garden Hills Civic Association (the "Association") is a voluntary and nonprofit neighborhood organization tracing its origin back to 1934. It is comprised of hundreds of members and focuses on protecting and preserving the neighborhood while helping to foster a sense of community; and

WHEREAS, the Association desires to implement certain pedestrian safety improvements beginning Spring 2017, including pedestrian crossing installation, storm drain and sidewalk installation, milling and repaving and speed hump installation at or near the Garden Hills Clubhouse (the "Improvements") for the safety, security and function of the neighborhood; and

WHEREAS, the Association has engaged a civil engineer to design a concept drawing and has raised money from private sources in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to fund a portion of the Improvements conditioned upon said Improvements being complete or substantially complete within thirty-six (36) months from the date of this resolution; and

WHEREAS, the City of Atlanta (the "City"), by and through the Department of Public Works ("DPW"), desires to partner with the Association to provide final design, bid and construction for the Improvements; and

WHEREAS, the City and the Association desire to enter into a Memorandum of Understanding to guide the process of accepting the concept design drawing and the monetary contribution for the Improvements to be designed, bid and constructed by the City; and

WHEREAS, the Councilmember from District 7, the District where the Association is located, has set aside funds in the Council District 7 Account to assist DPW in the construction of the Improvements; and

WHEREAS, the City is appreciative and desires to accept the donation of the design concept drawing and the monetary contribution from the Association and to work with the District 7 Councilmember to

fund and construct the Improvements in Garden Hills.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to accept the donation of a design concept drawing and a monetary contribution in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) from the Garden Hills Civic Association to fund a portion of the Improvements.

BE IT FURTHER RESOLVED, that the One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) shall be deposited in account:

Fund	1001	General Fund
Dept	130306	DPW Roadways & Walkways
Account	3710001	Private Contributions & Donations
Fund/ Act	4220000	Roadways & Walkways

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to enter into a Memorandum of Understanding with the Garden Hills Civic Association to guide the process of accepting the design concept drawing and the monetary contribution for the Improvements.

BE IT FURTHER RESOLVED, that said Improvements are to on or before begin Spring 2017 and be substantially complete within thirty-six (36) months from the date of adoption of this resolution.

BE IT FURTHER RESOLVED, that if the Improvements are not substantially complete within thirty-six (36) months from the date of adoption of this resolution, the City agrees to return the One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to the Garden Hills Civic Association.

BE IT FINALLY RESOLVED, that the Memorandum of Understanding will not become binding on the City, and the City will incur no obligation or liability under it, until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered the Garden Hills Civic Association.

CITY COUNCIL
ATLANTA, GEORGIA

16-R-4687

SPONSOR SIGNATURES



Howard Shook, Councilmember, District 7

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4687

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE DONATION OF A DESIGN CONCEPT DRAWING AND A MONETARY CONTRIBUTION IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) FROM THE GARDEN HILLS CIVIC ASSOCIATION FOR THE CONSTRUCTION OF PEDESTRIAN CROSSING IMPROVEMENTS AT OR NEAR THE GARDEN HILLS CLUBHOUSE; TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING; AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 12:15 PM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-R-4687

A RESOLUTION BY COUNCILMEMBER HOWARD SHOOK AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE DONATION OF A DESIGN CONCEPT DRAWING AND A MONETARY CONTRIBUTION IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) FROM THE GARDEN HILLS CIVIC ASSOCIATION FOR THE CONSTRUCTION OF PEDESTRIAN CROSSING IMPROVEMENTS AT OR NEAR THE GARDEN HILLS CLUBHOUSE; TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

A RESOLUTION 
BY COUNCILMEMBER HOWARD SHOOK

16-R-4578

AS SUBSTITUTED BY THE ATLANTA CITY COUNCIL

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE DONATION OF A DESIGN CONCEPT DRAWING AND A MONETARY CONTRIBUTION IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) FROM THE GARDEN HILLS CIVIC ASSOCIATION FOR THE CONSTRUCTION OF PEDESTRIAN CROSSING IMPROVEMENTS AT OR NEAR THE GARDEN HILLS CLUBHOUSE; TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING; AND FOR OTHER PURPOSES.

WHEREAS, Garden Hills is a large urban forest neighborhood lying in the heart of Buckhead between Peachtree and Piedmont roads, bordered on the north by Pharr Road and on the south by Lindbergh Drive; and

WHEREAS, the Garden Hills Civic Association (the "Association") is a voluntary and non-profit neighborhood organization tracing its origin back to 1934. It is comprised of hundreds of members and focuses on protecting and preserving the neighborhood while helping to foster a sense of community; and

WHEREAS, the Association desires to implement certain pedestrian safety improvements beginning Spring 2017, including pedestrian crossing installation, storm drain and sidewalk installation, milling and repaving and speed hump installation at or near the Garden Hills Clubhouse (the "Improvements") for the safety, security and function of the neighborhood; and

WHEREAS, the Association has engaged a civil engineer to design a concept drawing and has raised money from private sources in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to fund a portion of the Improvements conditioned upon said Improvements being complete or substantially complete within thirty-six (36) months from the date of this resolution; and

WHEREAS, the City of Atlanta (the "City"), by and through the Department of Public Works ("DPW"), desires to partner with the Association to provide final design, bid and construction for the Improvements; and

WHEREAS, the City and the Association desire to enter into a Memorandum of Understanding to guide the process of accepting the concept design drawing and the monetary contribution for the Improvements to be designed, bid and constructed by the City; and

WHEREAS, the Councilmember from District 7, the District where the Association is located, has set aside funds in the Council District 7 Account to assist DPW in the construction of the Improvements; and

WHEREAS, the City is appreciative and desires to accept the donation of the design concept drawing and the monetary contribution from the Association and to work with the District 7 Councilmember to fund and construct the Improvements in Garden Hills.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to accept the donation of a design concept drawing and a monetary contribution in the amount of One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) from the Garden Hills Civic Association to fund a portion of the Improvements.

BE IT FURTHER RESOLVED, that the One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) shall be deposited in account:

Fund	1001	General Fund
Dept	130306	DPW Roadways & Walkways
Account	3710001	Private Contributions & Donations
Funct/Act	4220000	Roadways & Walkways

BE IT FURTHER RESOLVED, that the Mayor, or his designee, is authorized to enter into a Memorandum of Understanding with the Garden Hills Civic Association to guide the process of accepting the design concept drawing and the monetary contribution for the Improvements.

BE IT FURTHER RESOLVED, that said Improvements are to on or before begin Spring 2017 and be substantially complete within thirty-six (36) months from the date of adoption of this resolution.

BE IT FURTHER RESOLVED, that if the Improvements are not substantially complete within thirty-six (36) months from the date of adoption of this resolution, the City agrees to return the One Hundred Fifty Thousand Dollars and Zero Cents (\$150,000.00) to the Garden Hills Civic Association.

BE IT FINALLY RESOLVED, that the Memorandum of Understanding will not become binding on the City, and the City will incur no obligation or liability under it, until it has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered the Garden Hills Civic Association.

Attachment: 27 DESIGN CONCEPT DRAWING (16-R-4687 : Garden Hills Civic Association Pedestrian Crossing Improvements)

#27

First Reading

FINAL COUNCIL ACTION

G.6.a

Committee _____
Date _____
Chair _____
Referred To _____

2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

16-R-4578

A RESOLUTION
BY COUNCILMEMBER HOWARD SHOOK
Howard Shook
AS SUBSTITUTED BY THE ATLANTA CITY COUNCIL

A SUBSTITUTE RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ACCEPT THE DONATION OF A DESIGN CONCEPT DRAWING AND A MONETARY CONTRIBUTION IN THE AMOUNT OF ONE HUNDRED FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$150,000.00) FROM THE GARDEN HILLS CIVIC ASSOCIATION FOR THE CONSTRUCTION OF PEDESTRIAN CROSSING IMPROVEMENTS AT OR NEAR THE GARDEN HILLS CLUBHOUSE; TO AUTHORIZE THE EXECUTION OF A MEMORANDUM OF UNDERSTANDING; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: *11/21/2016*
Referred To: *Transpo.*
Date Referred:
Referred To:
Date Referred:
Referred To:

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To
Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

CERTIFIED

MAYOR'S ACTION

Attachment: 27 DESIGN CONCEPT DRAWING (16-R-4687 : Garden Hills Civic Association Pedestrian

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ADM-LANIER-HUNT AIRPORT PARKING ATLANTA FC-7105, PARKING MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF AVIATION AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$1,272,000.00; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND 5501 (AIRPORT REVENUE FUND) 180401 (DOA AVIATION PARKING) 5212001(CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the City) owns and operates Hartsfield-Jackson Atlanta International Airport, the World's Busiest Airport located in the counties of Fulton and Clayton, State of Georgia serving major domestic and international markets; and

WHEREAS, the Airport Parking Mission is to provide efficient, courteous and professional parking accommodations for the traveling public, which are an integral part of the overall airport operations and is the largest single source of revenue at the Airport; and

WHEREAS, the City solicited proposals from qualified firms for the operation and management of the parking and shuttle operation facilities at Hartsfield-Jackson Atlanta International Airport under a Management Contract; and

WHEREAS, it has been determined that it is desirable and in the best interest of the City of Atlanta to award a Management Contract to a qualified, ready and able operator; and

WHEREAS, ABM-Lanier-Hunt Airport Parking ATL has been determined to be the best qualified firm to operate the Airport Parking and Shuttle Operation Facilities, and

WHEREAS, it is necessary that the City enter into an appropriate Agreement with the recommended operator.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute an Agreement for Parking Management Services with ABM- Lanier-Hunt Airport Parking ATL, for an initial term of three (3) years, with an option to renew for two (2) additional one (1) year terms, which may be exercised at the City's sole discretion on behalf of the Department of Aviation, as compensation for its services during the term and upon receipt of Operator's Certified Monthly Statement.

BE IT FURTHER RESOLVED, the City shall pay to Operator a Management Fee equaling to one-twelfth (1/12) other Annual Management Fee in an amount not to exceed \$1,272,000.00 except as provided for in the Contract.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from Fund 5501 (Airport Revenue Fund) 180401 (DOA Aviation Parking) 5212001 (Consulting/Professional Services) 7563000 (Airport).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer of the Department of Procurement is directed to prepare an appropriate agreement for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FINALLY RESOLVED, that this agreement will not become binding on the City and the City will incur no liability upon same until such contract has been executed by the Mayor and delivered to the contractor.

CITY COUNCIL
ATLANTA, GEORGIA

16-R-4691

SPONSOR SIGNATURES

Clarence T Martin Jr

Clarence "C. T." Martin, Councilmember, District 10

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4691

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ADM-LANIER-HUNT AIRPORT PARKING ATLANTA FC-7105, PARKING MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF AVIATION AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$1,272,000.00; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND 5501 (AIRPORT REVENUE FUND) 180401 (DOA AVIATION PARKING) 5212001(CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 11:14 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-R-4691

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ADM-LANIER-HUNT AIRPORT PARKING ATLANTA FC-7105, PARKING MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF AVIATION AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$1,272,000.00; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND 5501 (AIRPORT REVENUE FUND) 180401 (DOA AVIATION PARKING) 5212001(CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**A RESOLUTION
BY TRANSPORTATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN APPROPRIATE CONTRACTUAL AGREEMENT WITH ABM-LANIER-HUNT AIRPORT PARKING ATLANTA FC-7105, PARKING MANAGEMENT SERVICES ON BEHALF OF THE DEPARTMENT OF AVIATION AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN AN AMOUNT NOT TO EXCEED \$1,272,000.00; ALL CONTRACTED WORK WILL BE CHARGED TO AND PAID FROM FUND 5501 (AIRPORT REVENUE FUND) 180401 (DOA AVIATION PARKING) 5212001(CONSULTING/PROFESSIONAL SERVICES) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (the City) owns and operates Hartsfield-Jackson Atlanta International Airport, the World’s Busiest Airport located in the counties of Fulton and Clayton, State of Georgia serving major domestic and international markets; and

WHEREAS, the Airport Parking Mission is to provide efficient, courteous and professional parking accommodations for the traveling public, which are an integral part of the overall airport operations and is the largest single source of revenue at the Airport; and

WHEREAS, the City solicited proposals from qualified firms for the operation and management of the parking and shuttle operation facilities at Hartsfield-Jackson Atlanta International Airport under a Management Contract; and

WHEREAS, it has been determined that it is desirable and in the best interest of the City of Atlanta to award a Management Contract to a qualified, ready and able operator; and

WHEREAS, ABM-Lanier-Hunt Airport Parking ATL has been determined to be the best qualified firm to operate the Airport Parking and Shuttle Operation Facilities, and

WHEREAS, it is necessary that the City enter into an appropriate Agreement with the recommended operator.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute an Agreement for Parking Management Services with ABM- Lanier-Hunt Airport Parking ATL, for an initial term of three (3) years, with an option to renew for two (2) additional one (1) year terms, which may be exercised at the City’s sole discretion on behalf of the Department of Aviation, as compensation for its services during the term and upon receipt of Operator’s Certified Monthly Statement.

Attachment: 16 ABM-LANIER-HUNT (16-R-4691 : FC 7105)

BE IT FURTHER RESOLVED, the City shall pay to Operator a Management Fee equaling to one-twelfth (1/12) of the Annual Management Fee in an amount not to exceed \$1,272,000.00 except as provided for in the Contract.

BE IT FURTHER RESOLVED, that all contracted work will be charged to and paid from Fund 5501 (Airport Revenue Fund) 180401 (DOA Aviation Parking) 5212001 (Consulting/Professional Services) 7563000 (Airport).

BE IT FURTHER RESOLVED, that the Chief Procurement Officer of the Department of Procurement is directed to prepare an appropriate agreement for execution by the Mayor, to be approved by the City Attorney as to form.

BE IT FINALLY RESOLVED, that this agreement will not become binding on the City and the City will incur no liability upon same until such contract has been executed by the Mayor and delivered to the contractor.



Kasim Reed
Mayor

Roosevelt Council, Jr.
Interim Airport General Manager

TO: Adam L. Smith, Esq., CPPO, CPPB
Chief Procurement Officer
Department of Procurement

FROM : Roosevelt Council, Jr.
Interim Airport General Manager
Department of Aviation

Date: November 7, 2016

Subject: FC-7105: Parking Operations and Management Services @ H-JAIA

As you are aware, on November 25, 2014, the City of Atlanta received proposals for the FC-7105: Parking Operations and Management Services at H-JAIA. Two (2) Proponents provided proposals to the RFP including: SP Plus-Red Bridge JV and ABM-Lanier-Hunt Airport Parking ATL.

The City of Atlanta Evaluation Committee, supported by the Department of Procurement (DOP) and the Aviation Procurement Unit, completed the scoring of the proposals. The Department of Aviation recommends award of the Contract for FC-7105 Parking Operations and Management Services at H-JAIA to ABM-Lanier-Hunt Airport Parking ATL.

Attached hereto is the Evaluation Committee's Final Evaluation Sheet.

If you additional information is required, please contact, Patrice Waterman at (404) 382-2236.

Attachment



City of Atlanta | Department of Aviation
P.O. Box 20509 | Atlanta, GA USA 30320-2509 | Tel: (404) 530-6600
www.atlanta-airport.com

Attachment: 16 ABM-LANIER-HUNT (16-R-4691 : FC 7105)

CONFIDENTIAL FC-7105: PARKING OPERATIONS AND MANAGEMENT SERVICES @ H-JAIA			PROPONENTS			
<small>Proposals are evaluated based on the criteria set forth in the RFP by a team of evaluators selected from various divisions within the City's Department of Aviation and possibly other City Departments.</small>			SP PLUS-RED BRIDGE JV		ABM-LANIER-HUNT AIRPORT PARKING ATL	
			Score	Totals	Score	Totals
A	CATEGORIES	Scaling Factor SC	B	A x SC x B	B	A x SC x B
15	OPERATIONS PLAN	1	8	120	7	105
10	INDUSTRY EXPERIENCE & QUALIFICATIONS	1	9	90	5	50
10	MANAGEMENT & PERSONNEL PLAN	1	8	80	6	60
10	CUSTOMER SERVICE PLAN	1	8	80	8	80
15	OPERATING BUDGET	1	7	105	8	120
15	MANAGEMENT FEE OFFER	1	8	120	10	150
10	FINANCIAL STATEMENT/ CAPABILITY	1	6	60	10	100
Subtotal						
A			B	A x SC x B	B	A x SC x B
15	OCC-EBO Goals	0.67	15	150	15	150
			B	A x SC x B	B	A x SC x B
100	TOTALS			805		815

(A) represents the weights of each category represented in the RFP documents.

(B) represents the scores from the evaluators.

(SC) represents the the scaling factor to evenly scale all scores to a 10 point scale.

(A x SC x B) represents the properly weighted and scaled score for each factor.

Attachment: 16 ABM-LANIER-HUNT (16-R-4691 : FC 7105)



CITY OF ATLANTA

Kasim Reed
Mayor

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

OFFICE OF CONTRACT COMPLIANCE
Hubert Owens
Director
howens@atlantaga.gov

MEMORANDUM

TO: **Adam L. Smith Esp.**
Chief Procurement Officer

FROM: **Hubert Owens**
Director-Office of Contract Compliance

RE: **Recommendation for: FC- 7105, Parking Operations Management Service**

DATE: **October 02, 2014**

2014 OCT -2 PM 2:27
 CITY OF ATLANTA
 DEPT. OF PROCUREMENT

The Office of Contract Compliance has evaluated one (2) bids for responsiveness to the Minority and Female business Enterprise (M/FBE) participation requirement of the Equal Business Opportunity (EBO) Program as outlined in Appendix A of the above referenced Bid document. Two (2) bidders has been deemed responsive by the Office of Contract Compliance.

ABM-Lanier-Hunt Airport Parking Atl			15 pts.
V L Hunt Parking LLC.	AABE		30.0%
A Tow Atlanta, Inc.	FBE		17.5%
Total Participation			47.5%
(Responsive)			

SP Plus- Red Bridge JV			15 pts.
T.W.K. Consulting	AABE		12.0%
Elite Parking Services	AABE		8.0%
Red Bridge Consulting	FBE		16.5%
Total Participation			36.5%
(Responsive)			

cc: Kiondria Walker, DOP

Attachment: 16 ABM-LANIER-HUNT (16-R-4691 : FC 7105)

(Do Not Write Above This Line)

First Reading

Committee _____
Date _____
Chair _____
Referred To _____

FINAL COUNCIL ACTION

2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

**A RESOLUTION
BY TRANSPORTATION COMMITTEE**

**A RESOLUTION AUTHORIZING THE
MAYOR TO ENTER INTO AN
APPROPRIATE CONTRACTUAL
AGREEMENT WITH ABM-LANIER-HUNT
AIRPORT PARKING ATLANTA FC-7105,
PARKING MANAGEMENT SERVICES ON
BEHALF OF THE DEPARTMENT OF
AVIATION AT HARTSFIELD-JACKSON
ATLANTA INTERNATIONAL AIRPORT IN
AN AMOUNT NOT TO EXCEED
\$1,272,000.00; ALL CONTRACTED WORK
WILL BE CHARGED TO AND PAID FROM
FUND 5501 (AIRPORT REVENUE FUND)
180401 (DOA AVIATION PARKING)
5212001(CONSULTING/PROFESSIONAL
SERVICES) 7563000 (AIRPORT); AND FOR
OTHER PURPOSES.**

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

Date Referred: 11/21/2016
Referred To: Transpo
Date Referred: _____
Referred To: _____
Date Referred: _____
Referred To: _____

CERTIFIED

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side) Other	Action Fav, Adv, Hold (see rev. side) Other
Members	Members
Refer To	Refer To

MAYOR'S ACTION

Attachment: 16 ABM-LANIER-HUNT (16-R-4691 : FC 7105)

A RESOLUTION BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A NEW PROJECT MANAGEMENT AGREEMENT WITH THE MIDTOWN BUSINESS ASSOCIATION, INC., D/B/A MIDTOWN ALLIANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO REAPPOINT MIDTOWN ALLIANCE TO ACT AS THE CITY'S IMPLEMENTATION MANAGER FOR THE MIDTOWN REGIONAL TRAFFIC OPERATIONS PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, the Midtown Regional Traffic Operations Program ("MTO") is a cutting edge traffic signal timing program with the goals of improving traffic flow, reducing vehicle emissions through improved signal timing, and actively managing the traffic signals along several major corridors of regional significance within Midtown Atlanta; and

WHEREAS, the City of Atlanta ("City") entered into a Construction Agreement ("Construction Agreement") with the Georgia Department of Transportation ("GDOT") for a period of three (3) years for the MTO; and

WHEREAS, the City accepted a grant in the amount of One Million Dollars and No Cents (\$1,000,000.00) to fund the first installment of the three (3) year term of the MTO from GDOT via Ordinance 12-0-0306, adopted by the City Council on April 16, 2012 and approved by operation of law on April 25, 2012; and

WHEREAS, the City entered into an Project Management Agreement with the Midtown Business Association, Inc., d/b/a Midtown Alliance ("Midtown Alliance") appointing Midtown Alliance to act as the City's implementation manager for the MTO Project until GDOT's funding source expired under the Construction Agreement; and

WHEREAS, the City accepted a grant in the amount of One Million Dollars and No Cents (\$1,000,000.00) to fund the second installment of the MTO Project from GDOT via Ordinance 14-0-1115, adopted by the City Council on March 3, 2014 and approved by operation of law on March 12, 2014; and

WHEREAS, the City accepted a grant in the amount of One Million Dollars and No Cents (\$1,000,000.00) to fund the third installment of the MTO Project from GDOT via Ordinance 15-0-1161, adopted by City Council on May 4, 2015 and approved by operation of law on May 13, 2015; and

WHEREAS, GDOT and the City agreed to extend the third year of the Construction Agreement until December 31, 2016; and

WHEREAS, the City entered into a second Construction Agreement with GDOT on June 10,

2016 for a term of one (1) year via Ordinance 16-0-1103, adopted by City Council on March 21, 2016 and approved by operation of law on March 30, 2016, authorizing the Mayor to enter into an Intergovernmental (Construction) Agreement to accept the MTOP grant from GDOT in the amount of \$1,000,000.00 to fund the fourth installment of the MTOP Project; and

WHEREAS, the City desires that Midtown Alliance continue to act as the implementation manager as long as GDOT continues to fund the MTOP Project; and

WHEREAS, the Commissioner of the Department of Public Works recommends entering into a second Project Management Agreement with Midtown Alliance appointing Midtown Alliance to continue to act as the City's implementation manager for the MTOP Project for a period of five (5) years, with two (2) one (1) year renewal options, or until such time as GDOT funding for the MTOP Project is discontinued, whichever first occurs.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that the Mayor, or his designee, is authorized to enter into a Project Management Agreement with Midtown Alliance to reappoint Midtown Alliance to act as the City's implementation manager for the MTOP Project for a period of five (5) years, with two (2) one (1) year renewal options, or until such time as GDOT funding for the MTOP Project is discontinued, whichever first occurs.

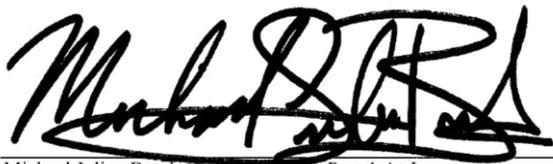
BE IT FURTHER RESOLVED, that the City Attorney be and hereby is directed to negotiate, prepare, review and present to the Mayor, or his designee, for execution, the agreement necessary to effect the intent of this resolution provided that such agreement is in compliance with the conditions set forth herein.

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

CITY COUNCIL
ATLANTA, GEORGIA

16-R-4695

SPONSOR SIGNATURES

A handwritten signature in black ink, appearing to read "Michael Julian Bond". The signature is stylized and somewhat cursive, with a large initial "M" and "J".

Michael Julian Bond, Councilmember, Post 1 At-Large

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4695

A RESOLUTION BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A NEW PROJECT MANAGEMENT AGREEMENT WITH THE MIDTOWN BUSINESS ASSOCIATION, INC., D/B/A MIDTOWN ALLIANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO REAPPOINT MIDTOWN ALLIANCE TO ACT AS THE CITY'S IMPLEMENTATION MANAGER FOR THE MIDTOWN REGIONAL TRAFFIC OPERATIONS PROGRAM; AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 12:12 PM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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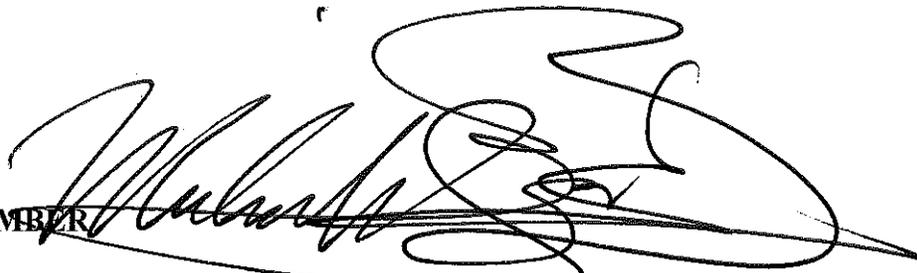
RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-R-4695

A RESOLUTION BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A NEW PROJECT MANAGEMENT AGREEMENT WITH THE MIDTOWN BUSINESS ASSOCIATION, INC., D/B/A MIDTOWN ALLIANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO REAPPOINT MIDTOWN ALLIANCE TO ACT AS THE CITY'S IMPLEMENTATION MANAGER FOR THE MIDTOWN REGIONAL TRAFFIC OPERATIONS PROGRAM; AND FOR OTHER PURPOSES.

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

**A RESOLUTION
BY COUNCILMEMBER**



A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A NEW PROJECT MANAGEMENT AGREEMENT WITH THE MIDTOWN BUSINESS ASSOCIATION, INC., D/B/A MIDTOWN ALLIANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO REAPPOINT MIDTOWN ALLIANCE TO ACT AS THE CITY'S IMPLEMENTATION MANAGER FOR THE MIDTOWN REGIONAL TRAFFIC OPERATIONS PROGRAM; AND FOR OTHER PURPOSES.

WHEREAS, the Midtown Regional Traffic Operations Program ("MTO") is a cutting edge traffic signal timing program with the goals of improving traffic flow, reducing vehicle emissions through improved signal timing, and actively managing the traffic signals along several major corridors of regional significance within Midtown Atlanta; and

WHEREAS, the City of Atlanta ("City") entered into a Construction Agreement ("Construction Agreement") with the Georgia Department of Transportation ("GDOT") for a period of three (3) years for the MTO; and

WHEREAS, the City accepted a grant in the amount of One Million Dollars and No Cents (\$1,000,000.00) to fund the first installment of the three (3) year term of the MTO from GDOT via Ordinance 12-O-0306, adopted by the City Council on April 16, 2012 and approved by operation of law on April 25, 2012; and

WHEREAS, the City entered into an Project Management Agreement with the Midtown Business Association, Inc., d/b/a Midtown Alliance ("Midtown Alliance") appointing Midtown Alliance to act as the City's implementation manager for the MTO Project until GDOT's funding source expired under the Construction Agreement; and

WHEREAS, the City accepted a grant in the amount of One Million Dollars and No Cents (\$1,000,000.00) to fund the second installment of the MTO Project from GDOT via Ordinance 14-O-1115, adopted by the City Council on March 3, 2014 and approved by operation of law on March 12, 2014; and

WHEREAS, the City accepted a grant in the amount of One Million Dollars and No Cents (\$1,000,000.00) to fund the third installment of the MTO Project from GDOT via Ordinance 15-O-1161, adopted by City Council on May 4, 2015 and approved by operation of law on May 13, 2015; and

WHEREAS, GDOT and the City agreed to extend the third year of the Construction Agreement until December 31, 2016; and

WHEREAS, the City entered into a second Construction Agreement with GDOT on June 10, 2016 for a term of one (1) year via Ordinance 16-O-1103, adopted by City Council on March 21, 2016 and approved by operation of law on March 30, 2016, authorizing the Mayor to enter into

an Intergovernmental (Construction) Agreement to accept the MTOP grant from GDOT in the amount of \$1,000,000.00 to fund the fourth installment of the MTOP Project; and

WHEREAS, the City desires that Midtown Alliance continue to act as the implementation manager as long as GDOT continues to fund the MTOP Project; and

WHEREAS, the Commissioner of the Department of Public Works recommends entering into a second Project Management Agreement with Midtown Alliance appointing Midtown Alliance to continue to act as the City's implementation manager for the MTOP Project for a period of five (5) years, with two (2) one (1) year renewal options, or until such time as GDOT funding for the MTOP Project is discontinued, whichever first occurs.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA HEREBY RESOLVES that the Mayor, or his designee, is authorized to enter into a Project Management Agreement with Midtown Alliance to reappoint Midtown Alliance to act as the City's implementation manager for the MTOP Project for a period of five (5) years, with two (2) one (1) year renewal options, or until such time as GDOT funding for the MTOP Project is discontinued, whichever first occurs.

BE IT FURTHER RESOLVED, that the City Attorney be and hereby is directed to negotiate, prepare, review and present to the Mayor, or his designee, for execution, the agreement necessary to effect the intent of this resolution provided that such agreement is in compliance with the conditions set forth herein.

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

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: CITY UTILITIES COMMITTEE

Caption:

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A NEW PROJECT MANAGEMENT AGREEMENT WITH THE MIDTOWN BUSINESS ASSOCIATION, INC., D/B/A MIDTOWN ALLIANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, TO REAPPOINT MIDTOWN ALLIANCE TO ACT AS THE CITY'S IMPLEMENTATION MANAGER FOR THE MIDTOWN REGIONAL TRAFFIC OPERATIONS PROGRAM; AND FOR OTHER PURPOSES.

Council Meeting Date: November 29, 2016

Legislation Title: PROJECT MANAGEMENT AGREEMENT WITH MIDTOWN ALLIANCE

Requesting Dept.: THE DEPARTMENT OF PUBLIC WORKS

B. To be completed by the department:

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

The purposes of this legislation is to enter into a second Project Management Agreement with Midtown Alliance appointing Midtown Alliance to continue to act as the City's implementation manager for the MTOP Project for a period of five (5) years, with two (2) one (1) year renewal options, or until such time as GDOT funding for the MTOP Project is discontinued, whichever first occurs.

2. Please provide background information regarding this legislation.

The MTOP is a cutting edge traffic signal timing program with the goals of improving traffic flow, reducing vehicle emissions through improved signal timing, and actively managing the traffic signals along several major corridors of regional significance within Midtown Atlanta.

Attachment: 34 MIDTOWN ALLIANCE (16-R-4695 : Midtown Regional Traffic Operations)

3. If Applicable/Known:

- (a) Contract Type:**
- (b) Source Selection:**
- (c) Bids/Proposals Due:**
- (d) Invitations Issued:**
- (e) Number of Bids/Proposals Received:**
- (f) Bidders/Proponents:**
- (g) Background:**
- (h) Term of Contract:**

4. Fund Account Center:

5. Source of Funds:

6. FISCAL IMPACT

- Cost will be covered by the Department’s current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department’s current year budget — see account string in legislation

Or

Note

7. Method of Cost Recovery:

8. Approvals:

DOF:

DOL:

**This Legislative Request Form Was Prepared By: Rick Toca
Contact Number:**

#34

16-R

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO ENTER INTO A NEW PROJECT MANAGEMENT AGREEMENT WITH THE MIDTOWN BUSINESS ASSOCIATION, INC., D/B/A MIDTOWN ALLIANCE, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS , TO REAPPOINT MIDTOWN ALLIANCE TO ACT AS THE CITY'S IMPLEMENTATION MANAGER FOR THE MIDTOWN REGIONAL TRAFFIC OPERATIONS PROGRAM; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: 11/21/2016
 Referred To: Transpo.
 Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____

First Reading

Committee _____
 Date _____
 Chair _____
 Referred To _____

FINAL COUNCIL ACTION **G.8.a**
 2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
Refer To	Refer To
Committee	Committee
Date	Date
Chair	Chair
Action Fav, Adv, Hold (see rev. side)	Action Fav, Adv, Hold (see rev. side)
Other	Other
Members	Members
Refer To	Refer To

CERTIFIED

MAYOR'S ACTION

Attachment: 34 MIDTOWN ALLIANCE (16-R-4695 : Midtown Regional Traffic Operations)

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO AWARD AND EXECUTE AGREEMENT NO. FC-87484 WITH A-NATIONAL LIMOUSINE SERVICE, INC. DBA AIRPORT SHUTTLE GROUP, FOR GROUND TRANSPORTATION TERMINAL TO TERMINAL SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$10,483,791.00; ALL CONTRACTED SERVICES TO BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 180315 (GROUND TRANSPORTATION) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") owns and operates Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, the City solicited proposals for Project No. FC-7484, Ground Transportation Terminal to Terminal Shuttle Services; and

WHEREAS, after reviewing and evaluating the proposals, the Aviation General Manager and the Chief Procurement Officer recommended that the Professional Services Agreement for Project No. FC-7484, Ground Transportation Terminal to Terminal Shuttle Services at the Airport be awarded to A-National Limousine Service, Inc. dba Airport Shuttle Group, as the most responsive and responsible proponent; and

WHEREAS, the Services Agreement will have a term of three (3) years, with two (2) one year renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute a Services Agreement with A-National Limousine Service, Inc. dba Airport Shuttle Group, for Ground Transportation Terminal to Terminal Shuttle Services, for a period of three (3) years in an amount not to exceed \$10,483,791:

Year 1: \$3,349,694

Year 2: \$3,480,017

Year 3: \$3,654,080

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from FDOA 5501(Airport Revenue Fund) 5212001 (Consulting/Professional Services) 180315 (Ground Transportation) 7563000 (Airport) in an amount not to exceed.

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

BE IT FINALLY RESOLVED, that the Services Agreement will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, sealed by the Municipal Clerk, approved by the City Attorney as to form and delivered to A-National Limousine, Inc. dba Airport Shuttle Group.

CITY COUNCIL
ATLANTA, GEORGIA

16-R-4697

SPONSOR SIGNATURES

Clarence T Martin Jr

Clarence "C. T." Martin, Councilmember, District 10

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4697

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO AWARD AND EXECUTE AGREEMENT NO. FC-87484 WITH A-NATIONAL LIMOUSINE SERVICE, INC. DBA AIRPORT SHUTTLE GROUP, FOR GROUND TRANSPORTATION TERMINAL TO TERMINAL SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$10,483,791.00; ALL CONTRACTED SERVICES TO BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 180315 (GROUND TRANSPORTATION) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

Workflow List:

Clerk of Council	Completed	11/22/2016 11:51 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/21/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/30/2016 10:30 AM
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16-R-4697

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE MAYOR TO AWARD AND EXECUTE AGREEMENT NO. FC-87484 WITH A-NATIONAL LIMOUSINE SERVICE, INC. dba AIRPORT SHUTTLE GROUP, FOR GROUND TRANSPORTATION TERMINAL TO TERMINAL SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$10,483,791.00; ALL CONTRACTED SERVICES TO BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 180315 (GROUND TRANSPORTATION) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**A RESOLUTION
BY TRANSPORTATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO AWARD AND EXECUTE AGREEMENT NO. FC-87484 WITH A-NATIONAL LIMOUSINE SERVICE, INC. dba AIRPORT SHUTTLE GROUP, FOR GROUND TRANSPORTATION TERMINAL TO TERMINAL SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$10,483,791; ALL CONTRACTED SERVICES TO BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 180315 (GROUND TRANSPORTATION) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns and operates Hartsfield-Jackson Atlanta International Airport (“Airport”); and

WHEREAS, the City solicited proposals for Project No. FC-7484, Ground Transportation Terminal to Terminal Shuttle Services; and

WHEREAS, after reviewing and evaluating the proposals, the Aviation General Manager and the Chief Procurement Officer recommended that the Professional Services Agreement for Project No. FC-7484, Ground Transportation Terminal to Terminal Shuttle Services at the Airport be awarded to A-National Limousine Service, Inc. dba Airport Shuttle Group, as the most responsive and responsible proponent; and

WHEREAS, the Services Agreement will have a term of three (3) years, with two (2) one year renewal options.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute a Services Agreement with A-National Limousine Service, Inc. dba Airport Shuttle Group, for Ground Transportation Terminal to Terminal Shuttle Services, for a period of three (3) years in an amount not to exceed \$10,483,791:

- Year 1: \$3,349,694
- Year 2: \$3,480,017
- Year 3: \$3,654,080

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from FDOA 5501(Airport Revenue Fund) 5212001 (Consulting/Professional Services) 180315 (Ground Transportation) 7563000 (Airport) in an amount not to exceed.

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

Attachment: 21 FC 7484 (16-R-4697 : FC 87484)

BE IT FINALLY RESOLVED, that the Services Agreement will not become binding on the City and the City will incur no liability under it until it has been executed by the Mayor, sealed by the Municipal Clerk, approved by the City Attorney as to form and delivered to A-National Limousine, Inc. dba Airport Shuttle Group.

Attachment: 21 FC 7484 (16-R-4697 : FC 87484)

#21

(Do Not Write Above This Line)

First Reading

FINAL COUNCIL ACTION

Committee _____
Date _____
Chair _____
Referred To _____

2nd 1st & 2nd 3rd
Readings
 Consent V Vote RC Vote

**A RESOLUTION
BY TRANSPORTATION COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO AWARD AND EXECUTE AGREEMENT NO. FC-7484 WITH A-NATIONAL LIMOUSINE SERVICE, INC. dba AIRPORT SHUTTLE GROUP, FOR GROUND TRANSPORTATION TERMINAL TO TERMINAL SHUTTLE SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, FOR THREE (3) YEARS IN AN AMOUNT NOT TO EXCEED \$10,483,791; ALL CONTRACTED SERVICES TO BE CHARGED TO AND PAID FROM FDOA 5501 (AIRPORT REVENUE FUND) 5212001 (CONSULTING/PROFESSIONAL SERVICES) 180315 (GROUND TRANSPORTATION) 7563000 (AIRPORT); AND FOR OTHER PURPOSES.

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

Date Referred: 11/21/2016
 Referred To: transpo.
 Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____

Committee _____	Committee _____
Date _____	Date _____
Chair _____	Chair _____
Action Fav, Adv, Hold (see rev. side) Other _____	Action Fav, Adv, Hold (see rev. side) Other _____
Members _____	Members _____
Refer To _____	Refer To _____

Committee _____	Committee _____
Date _____	Date _____
Chair _____	Chair _____
Action Fav, Adv, Hold (see rev. side) Other _____	Action Fav, Adv, Hold (see rev. side) Other _____
Members _____	Members _____
Refer To _____	Refer To _____

CERTIFIED

MAYOR'S ACTION

Attachment: 21 FC 7484 (16-R-4697 : FC 87484)



Kasim Reed
Mayor

Roosevelt Council, Jr.
Interim Airport General Manager

TO: Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP
Chief Procurement Officer
Department of Procurement

FROM: Roosevelt Council, Jr.
Interim Aviation General Manager
Department of Aviation

Date: November 7, 2016

Subject: FC-7484, Ground Transportation Terminal to Terminal Shuttle Services at H-JAIA
Recommendation



As you are aware, on August 13, 2014, the City of Atlanta received proposals for the FC-7484, Ground Transportation Terminal to Terminal Shuttle Services at H-JAIA. Three (3) Proponents provided proposals to the RFP including:

1. A National Limousine Service, Inc. dba Airport Shuttle Group
2. Airport Shuttle, Inc.
3. Atlanta Airport Superior Shuttle and Limo, LLC.

The City of Atlanta Evaluation Committee, supported by the Department of Procurement (DOP) and the Aviation Procurement Unit, completed the scoring of the proposals. The Department of Aviation recommends award of the Contract for FC-7484, Ground Transportation Terminal to Terminal Shuttle Services at H-JAIA to A National Limousine Service, Inc. dba Airport Shuttle Group. Attached hereto is the Evaluation Committee's Final Evaluation Sheet.

If you additional information is required, please contact, Yanique Swan at (404) 382-2231.

Attachment

cc G. Geeter
M. Smith
T. Harrison





CITY OF ATLANTA
 DEPARTMENT OF PROCUREMENT
 2014 OCT -7 PM 4:29

CITY OF ATLANTA

Kasim Reed
 Mayor

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

OFFICE OF CONTRACT COMPLIANCE
 Hubert Owens
 Director
h Owens@atlantaga.gov

MEMORANDUM

TO: Adam L. Smith Esq.
 Chief Procurement Officer

FROM: Hubert Owens, Director
 Mayor's Office of Contract Compliance

RE: **FC-7484, Ground Transportation Terminal to Terminal Shuttle Operation**

DATE: October 7, 2014

The Office of Contract Compliance has evaluated three proposals for responsiveness to the Small Business Enterprise (SBE) **sheltered market** participation requirements as outlined in Appendix A of the above referenced document. The proponent has been deemed responsive by the Office of Contract Compliance. For your information, the Proponent has committed to utilizing SBEs as indicated below:

Airport Shuttle Group		15 pts
Airport Shuttle Group, LLC	SBE	76%
Peachy Airport Parking	SBE	15%
Five Star Travel Group	SBE	2%
e-Global Transportation & Logistics, LLC	SBE	2%
Keylantic Holdings, Inc	SBE	5%
Total Participation		100%
(Responsive)		
Airport Shuttle, Inc.		15 pts
Airport Shuttle, Inc	SBE	100%
Total Participation		100%
(Responsive)		
Atlanta Airport Superior Shuttle and Limo, LLC		15 pts
Atlanta Airport Superior Shuttle and Limo	SBE	60%
Shuttle Plus, LLC	SBE	40%
Total Participation		100%
(Responsive)		

If there are questions, please contact me at (404) 330-6010 or Yvette Hawkins at (404) 330-6898.

cc: File
 Mano Smith, DOP

City of Atlanta
Department of Procurement
BID/PROPOSAL RESULTS CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT
CITY OF ATLANTA
DEPARTMENT OF PROCUREMENT

Agency:	Department of Aviation
Contract No:	FC-7484
Project Name:	Ground Transportation Terminal to Terminal Shuttle Services 2014 AUG 13 PM 2:00
Procurement Method:	RFP
Contracting Administrator:	Mr. Mano Smith
Due Date:	13-Aug-14

COMPANY NAME

BID AMOUNT

Airport Shuttle Group

Airport Shuttle, Inc.

Atlanta Airport Superior Shuttle and Limo

Attachment: 21 attach (16-R-4697 : FC 87484)

Part 5: Form of Services Agreement

**GROUND TRANSPORTATION TERMINAL-TO-TERMINAL SHUTTLE SERVICES AGREEMENT
AT
HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
Atlanta, Georgia**

This Services Agreement ("Agreement") is entered into and effective on and as of _____ ("Effective Date") by and between the City of Atlanta ("City") and the _____ ("Service Provider"). The City and Service Provider are collectively referred to herein as the "Parties" and each, individually, as a "Party."

Contract Name:	Contract No: FC-7484
Service Provider:	City: CITY OF ATLANTA, GEORGIA
Name:	Using Agency: Department of Aviation
Address:	Address: Hartsfield-Jackson Atlanta International Airport 6000 North Terminal Parkway P.O. Box 20599 Atlanta, Georgia 30320
Phone:	Phone:
Fax:	Fax:
Authorized Representative:	Authorized Representative: Robert Benson, Ground Transportation Manager

1. Background and Permitted Uses.

1.1 City desires to obtain from Service Provider and Service Provider desires to provide the Services (as hereinafter defined) in accordance with the terms and conditions contained or incorporated herein.

1.2 Permitted Uses. Service Provider acknowledges and agrees that (a) none of vehicles used to perform the Services may be used for any other transportation purposes outside the Services, and (b) it may not transact any other business (other than the Services) from the Facilities, without the Aviation General Manager's prior written consent, which may be granted or denied in his/her sole discretion.

2. Term.

2.1 Term. The term of this Agreement is three (3) years and shall commence on the Effective Date and end on [] ("Initial Term"). The Initial Term as the same may be extended by any extensions or renewals is hereinafter referred to as the "Term."

2.2 Renewal Option. City has two (2) options to renew the Term by one (1) year each. Each renewal option may be exercised by the City giving Service Provider written notice at least sixty (60) days prior to the expiration of the then current Term. City has the right to exercise its renewal option one at a time, if authorized by City Council, or collectively at any time during the Term. Service Provider acknowledges and agrees that it may not provide any of the Services after the expiration or earlier termination of this Agreement without the written consent of the Aviation General Manager.

3. Interpretation. All capitalized terms used in this Agreement shall have the meanings ascribed to them in the Contract Documents, including, but not limited to, Exhibit C (Definitions).

4. Authorization. This Agreement is authorized by legislation adopted by City which is attached as Exhibit B (City Council Resolution).

5. Scope of Services.

5.1 Description of Services. Service Provider agrees to provide all of the services set forth in the scope of services attached hereto as Exhibit A ("Service(s)") and incorporated herein by this reference. If any Services to be performed are not specifically set forth herein or in Exhibit A; but are reasonably necessary to accomplish the purpose of this Agreement, then the parties agree that such services will be deemed to be implied in the Services to the same extent as if specifically described in Exhibit A. **Service Provider must operate its business at the Airport uninterrupted, throughout the Term, including renewals, and provide all of the Services. Service Provider must post its schedule of operation on each Facility (and on Service Provider's internet web page) in a format approved by the Aviation General Manager.**

5.2 Resources. Unless otherwise expressly provided in this Agreement, all equipment, software, Facilities and Service Provider Employees (as hereinafter defined) required for the proper performance of Services shall be furnished by and be under the sole direction and control of Service Provider. Service Provider shall be responsible, at its sole cost, for procuring and using such resources in a professional and manner.

5.3 Suspension of Services. City may, by written notice to Service Provider, suspend at any time the performance of all or any portion of the Services for any amount of time. Upon receipt of a suspension notice, Service Provider must, unless the notice requires otherwise, immediately (a) 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, (c) cease advertising to the public as a provider of the

suspended Service(s) and (d) take any other reasonable steps to minimize costs associated with the suspension.

5.5 Customer Service. Service Provider must also comply with Customer Service Standards established by the Aviation General Manager (see Exhibit G), as the same may be modified from time to time.

5.6 Prohibition of Solicitation. Service Provider is strictly prohibited from engaging in any activities outside the Facilities on Airport property at any time for the recruitment or solicitation of business. Service Provider may not place or install any carts, kiosks, inline store, racks, stands, and display merchandise or trade fixtures outside the boundaries of the Facilities without the express written consent of the Aviation General Manager. Failure to adhere to this provision of the Agreement is deemed a material breach which, may result in suspension or termination of all or any portion of this Agreement in addition to any other remedies available to City in this Agreement, at law or in equity.

5.7 Investigation Reports. Service Provider must, if required in writing by the Aviation General Manager, employ, at its own cost and expense, an investigative organization approved by the Aviation General Manager for the purpose of conducting an audit investigation and preparing a written report on the carrying out of any revenue control and operational techniques being used by the Service Provider. Service Provider must cause such audit investigation to be made at reasonable times and in the manner set forth in the Aviation General Manager's written directive to Service Provider, and the investigator must deliver to the Aviation General Manager a true and complete written copy of any such report made to Service Provider within the timeframe designated by the Aviation General Manager.

5.8 Customer Assurance Quality Assurance and Mystery Shopper Standards. The Department of Aviation's mission is to operate the world's best airport by exceeding customer expectations. Service Provider acknowledges and agrees to deliver best in class customer service experience for the public. Service Provider will undergo scheduled and unscheduled monthly quality assurance audits by DOA or its agents in order to ensure optimal customer service performance. Basic standards of customer service include and are not limited to the following: promptly greeting the customer with a smile; making eye contact; being friendly and knowledgeable about the Airport; listening and responding politely; and thanking the customer with a smile. In addition, the Service Provider must understand and agree that its operation at the Airport necessitates the rendering of the following passenger services: offering passenger directions and assistance.

The DOA requires Service Provider and its staff to attend customer service training and all other such classes at the Service Provider's expense, and/or as directed by the Aviation General Manager or his or her designee. All training as provided by the Service Provider to its employees must comply with the Airport's compliance standards of customer service. The cost associated with such additional training is the sole responsibility of Service Provider.

A high quality and stable work force is key to providing outstanding customer service. The City is seeking organizations that are "employers of choice." Service Provider is expected to maintain a positive work environment that encourages the development and growth of all employees. Service Provider is expected to maintain favorable turnover rates compared to like businesses in the industry. Failure to do so may result in non-renewal or termination of this Agreement. Service Provider's staff must be aware of the time sensitive nature of Airport patrons. All of Service Provider's employees shall be prompt courteous and helpful to the public.

6. Service Provider's Obligations.

6.1 Service Provider Employees. Service Provider shall be responsible, at its sole cost and expense, for all recruiting, hiring, training, educating and orienting of all Service Provider Employees.

6.2 Service Provider Authorized Representative. Service Provider designates the Service Provider Authorized Representative named on page one (1) of this Agreement ("Service Provider Authorized Representative") and, such Person shall: (a) be an employee within Service Provider's organization, with the information, authority and resources available to properly coordinate Service Provider's responsibilities under this Agreement; (b) serve as primary interface and the single-point of communication for the provision of Services by Service Provider; (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 Service Provider Employee Qualifications. Upon City's reasonable request, Service Provider will make available to City all relevant records of the education, training, experience, qualifications, work history and performance of Service Provider Employees.

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

6.5 Subcontracting. Unless specifically authorized in this Agreement, Service Provider will not enter into any agreement with any Third Party to assign, delegate, license subcontract or grant the right to perform any Services without the prior written approval of Aviation General Manager, which the Aviation General Manager may grant, withhold or condition such approval in his/her sole discretion. If Service Provider subcontracts any of the Services (after having first obtained Aviation General Manager's prior written approval), in its

sole discretion), Service Provider 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. Notwithstanding anything to the contrary contained in this Agreement, in no event shall the Service Provider subcontract, license, assign or otherwise transfer all or any portion of this Agreement (or any of the Services) to any individual or entity that provides oversight and/or management of any of the Airport's commercial ground transportation operations (e.g., passenger assistance, vehicle dispatching, vehicle congestion mitigation and crowd control).

6.6 Key Service Provider Employees.

6.6.1 The following Persons are identified by Service Provider as Key Service Provider Employees under this Agreement:

_____; and
_____.

6.6.2 Service Provider shall not transfer, reassign, or replace any Service Provider Key Employees during the term of this Agreement without prior written approval from City.

6.7 Conflicts of Interest. Service Provider 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 whether or not the City has identified such conflict of interest. The 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, which may include termination of this Agreement or the suspension of Services. Further, a conflict of interest exists if the Service Provider commits staff, vehicles, equipment or other resources to provide services to another person or entity in such a manner as to be incapable of performing the Scope of Services under this Agreement.

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

6.9 Airport Security Requirements. Service Provider shall comply, at its own expense, with TSA and the City's security requirements. Service Provider shall cooperate with TSA and the City on all security matters and shall promptly comply with any project security arrangements established by City. Compliance with such security requirements shall not relieve Service Provider of its responsibility for maintaining proper security nor shall it be construed as limiting in any manner Service Provider's obligation with respect to federal, state, and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at and around any of its Facilities and throughout the Airport. Additional

Airport security information is available on the Airport's Security website: www.atlanta-airport/business/security. See also the attached Exhibit F (Airport Access, Security and Safety Measures).

7. Illegal Immigration Reform and Enforcement Act. This Agreement is subject to the Illegal Immigration Reform and Enforcement Act of 2011 ("Act"). Pursuant to Act, the Contractor must actively participate in the E-Verify Program established by the United States Department of Homeland Security to verify the work authorization status of Service Provider's employees for the duration of this Agreement. For the entire Term of this Agreement, the Service Provider must comply with the Act (O.C.G.A. 13-10-90 et seq.), as it may be amended from time to time, including but not limited to, obtaining affidavits from Service Provider's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with the Service Provider. Service Provider shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Service Provider's subcontractors and sub-subcontractors that perform all or part of the Services in this Agreement. See Appendix B (Illegal Immigration Reform & Enforcement Act Affidavits).

It is not the intent of this section to provide detailed information or legal advice concerning the Act. Contractor is responsible to independently apprise itself of and comply with the requirements of the Act and to assess its effect on City contracts and its participation in those contracts. For additional information on the E-Verify program or to enroll in the program, go to <https://e-verify.uscis.gov/enroll>.

8. CITY POLICIES; AIRPORT CONCESSIONS DISADVANTAGED BUSINESS ENTERPRISE (ACDBE) BUSINESS PARTICIPATION AND NON-DISCRIMINATION PROVISIONS.

8.1 City's Required Policies. Service Provider acknowledges that Service Provider has reviewed, is familiar with and agrees to comply with each of the following:

8.1.1 ACDBE Policy. The City's Airport Concessions Disadvantaged Business Enterprise Policy attached as Appendix A and incorporated herein by this reference, as the same may be amended from time to time by the City, Georgia Department of Transportation or US Department of Transportation ("USDOT"). In addition to its compliance with the ACDBE Policy, Service Provider shall work in good faith with the City's Office of Contract Compliance ("OCC") (and any other federal, state or local governmental or quasi-governmental agency) to maximize opportunities in the utilization of certified ACDBE firms during the Term of this Agreement. Any submittals provided by Service Provider to the OCC prior or subsequent to the execution of this Agreement related to the utilization of such firms are incorporated herein by this reference.

8.1.2 Equal Employment Opportunity (EEO) Policy. The City's Equal Employment Opportunity Policy as set forth in Code Sections 2-1200 and 2-1414 and Appendix A.

8.1.3 Non-Discrimination Policy. The City's Business Non-Discrimination Policy is set forth as Code Sections 2-1358 and 2-1387 and Appendix A.

8.1.4 Atlanta Workforce Policy. The City's Atlanta Workforce Agency/First Source Jobs Policy and Agreement as set forth in Code Section 2-1655 and Appendix A.

8.1.5 Ethics Policy. The City's Ethics in Public Contracting Policy as set forth in Code Sections 2-1481 through 2-1490.

8.1.6 Conflicts of Interest Policy. The City's Conflicts of Interest Policy as set forth in Code Section 2-1482.

8.1.7 Predatory Lending Policy. The City's Prohibition against Predatory Lending as set forth in Code Section 2-1213, which states:

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

8.1.8 Sustainability Policy. The City's Green Initiatives (Atlanta Sustainable Building Ordinance (ASBO)).

8.1.9 Anti-Kickback Policy. The City's prohibition against kickbacks and gratuities as set forth in Code Section 2-1484(d), which states:

The undersigned acknowledges the following prohibitions on kickbacks and gratuities:

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

(b) It is unethical for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a

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

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

8.2 Non-discrimination Certificates. By the execution of this Agreement, Service Provider certifies as follows:

The services covered by this Agreement will not discriminate in any way in connection with this Agreement against any employee or applicant for employment because of race, color, religion, sex, national origin or physical handicap, and Service Provider will take affirmative action to insure that applicants are employed, and those employees are treated during employment without regard to their race, color, religion, sex, national origin or physical handicap. Service Provider shall state in all advertisements and solicitations that it is an equal employment opportunity employer.

8.3 USDOT Non-discrimination Ordinance. This Agreement is subject to the requirements of the U.S. Department of Transportation's regulations, 49 CFR part 23, subpart F. Service Provider agrees that it will not discriminate against any business owner because of the owner's race, color, religion, national origin, sex or physical handicap in connection with the award or performance of any agreement covered by 49 CFR part 23, subpart F. Service Provider agrees to include the above statements in any subcontracts or subsequent agreements that it enters into and cause those businesses to similarly include the statements in subsequent agreements.

8.4 Public Use and Federal Grants.

8.4.1 To the best of Service Provider's knowledge, the physical locations/booths made available for Service Provider's use are subject to the terms of those certain sponsor's assurances made to guarantee the public use of the Airport as incidental to grant agreements between City of Atlanta and the United States of America, as amended. City and Service Provider represent that none of the provisions of this Agreement violate any of the provisions of the Sponsor's Assurance Agreement.

8.4.2 It is further covenanted and agreed that nothing contained in this Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.

8.4.3 Service Provider for itself, its subcontractors, personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree that (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities; (2) in the construction of any improvements on, over, or under physical locations/booths made available for Service Provider's use and the furnishings of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) Service Provider shall use the physical locations/booths made available for Service Provider's use in compliance with all other requirements imposed by or pursuant to the Code of Federal Regulations for the Department of Transportation at Title 49, Subtitle A, Office of the Secretary of Transportation, Part 21, titled "Nondiscrimination in Federally Assisted Programs of the Department of Transportation — Effectuation of Title VI of the Civil Rights Act of 1964", and as said regulations may be amended; and (4) in the event of breach of any of the above nondiscrimination covenants, City shall have the right to terminate this Agreement thereon, and hold the same as if this Agreement had never been made or issued. Provision (4) shall not be effective until the procedures of 49 CFR Subtitle A, Part 21 are followed and completed, including the exercise or expiration of appeal rights.

9. City's Authorized Representative.

9.1 Designation and Authority. City designates the City Authorized Representative(s) named on page 1 of this Agreement ("City Authorized Representative") who shall: (a) serve as primary interface and the primary point(s) 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.

9.2 City's Right to Review and Reject. Any Work Product, Service or other document or item to be submitted or prepared by Service Provider 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 or is deemed unsuitable for City purposes by the City Authorized Representative. If any of the said items or any portion thereof are so disapproved, Service Provider shall revise the items until they meet the approval of the City Authorized Representative. However, Service Provider shall not be compensated under any provision of this Agreement for repeated performance of such disapproved items.

10. Service Fees and Payment Procedures.

10.1. No charges for service. Service provider and City acknowledge that the ground transportation services provided from Service Provider to Airport patrons is provided free of charge and that Service Provider shall be foreclosed from seeking any additional compensation from the public serviced hereunder.

10.2. No Tipping. Service Provider acknowledges and agrees that it shall not accept or allow any of its Employees, contractors, subcontractors, licensees or sublicensees, to accept tips or other gratuity for rendering the Services under this Agreement.

10.3. Taxes and Liens. Service Provider is liable for all taxes levied or assessed against any of Service Provider's personal property, fixtures, furniture or equipment as well as any sales, use or ad valorem taxes. Service Provider agrees not to permit or suffer any liens to be imposed on any Airport property.

11. Service Provider Representations and Warranties. As of the Effective Date and continuing throughout the Term, Service Provider represents and warrants to City that:

11.1. Authority. Service Provider is duly incorporated or formed, validly existing and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction where the failure to be in good standing would have a material adverse effect on its business or its ability to perform its obligations under this Agreement. Service Provider has all necessary power and authority to enter into and perform its obligations under this Agreement and within the State of Georgia, 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 Service Provider, enforceable against it in accordance with its terms. No action, suit or proceeding in which Service Provider is a party that may restrain or question this Agreement or the provision of Services by Service Provider is pending or threatened.

11.2. Professional Standards. The Services will be performed in a professional and workmanlike manner in accordance with the best industry standards and the professional standards used in well managed operations similar to the Services.

11.3. Materials and Equipment. Any equipment or materials provided or used by Service Provider shall be of merchantable quality and fit for the purposes for which they are intended. Further, Service Provider shall maintain any equipment or materials provided or used by Service Provider in good working order, in compliance with the best industry practices, all Applicable Laws (including, without limitation, the Georgia Department of Public Safety) and the Scope of Services, including, without limitation, Section IV(e) thereof.

11.4. Intellectual Property Rights. None of the processes or procedures utilized by Service Provider to fulfill its obligations hereunder, nor any of the materials and methodologies used by Service Provider 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.

This Agreement does not confer a license to Service Provider, its subcontractors, assigns or affiliated entities, to use any of the City's intellectual property, including any of the City's logos, designs, and copyrighted publications. Service Provider shall not use the Airport intellectual property, or any intellectual property confusingly similar to the Airport intellectual property, without the Aviation General Manager's prior written consent.

12. Compliance with Laws and Regulations; Licenses and Permits.

12.1 General. Service Provider and its subcontractors will perform the Services in compliance with all Applicable Laws.

12.2 City's Socio-Economic Programs. Service Provider 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.

12.3 Consents, Licenses and Permits. Service Provider 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 Service Provider in performing Services and complying with this Agreement.

13. Confidential Information.

13.1 General. Each Party agrees to preserve as strictly confidential all Confidential Information of the other Party for two (2) years following the expiration or termination of this Agreement; provided, however, that each Party's obligation to preserve the confidentiality of 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. Service Provider acknowledges and agrees to treat any information that may be deemed Sensitive Security Information by the Department of Homeland Security as Confidential Information or any other similar Confidential Information related to security will be considered trade secrets. Upon request by City, Service Provider will return any such trade secret information to City. Except as set forth in Section 13.2, each Party agrees to hold the Confidential Information of the other in trust and confidence and will not disclose it to any Person, or use it (directly or indirectly) for its own benefit or the benefit of any other Person other than in the performance of its obligations under this Agreement.

13.2 Disclosure of Confidential Information or Information Other Party Deems to be Confidential Information. Each Party will be entitled to disclose any Confidential Information if compelled to do so pursuant to: (i) a subpoena; (ii) judicial or administrative order; or (iii) any other requirement imposed upon it by Applicable Law. Prior to making such a disclosure, to the extent allowed pursuant to Applicable Law, each Party 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 (at its sole expense): (a) seek a protective order preventing such disclosure; or (b) intervene in such action compelling disclosure, as appropriate.

14. Work Product.

14.1 Except as otherwise expressly provided in this Agreement, all reports, information, data, specifications, computer programs, technical reports, operating manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Service Provider or any of its contractors 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 Service Provider's or its contractors' works of authorship comprised within the Work Product (whether created alone or in concert with City or a Third Party) shall be deemed to be "works made for hire" and made in the course of rendering Services 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. Service Provider and its contractors grant the City a non-exclusive, perpetual, worldwide, paid-in-full, royalty-free license to all Work Product not exclusively developed for City under this Agreement.

14.2 If any of the Work Product is determined not to be a work made for hire, Service Provider 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 and to the Work Product. If Service Provider has any rights to the Work Product that cannot be assigned to the City, Service Provider unconditionally and irrevocably waives the enforcement of such rights and irrevocably grants the 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 sub-licensees, to reproduce, make, have made, create derivate works of, distribute, publicly perform and publicly display by all means, now known or later developed, such rights.

14.3 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.

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

14.5 Without any additional cost to City, Service Provider Employees 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. Service Provider irrevocably designates City as Service Provider'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 Service Provider's name, with the same force and effect as if performed by Service Provider.

15. Audit and Inspection Rights.

15.1 General.

15.1.1 Service Provider will provide to City, and any Person designated by City, access to Service Provider Employees and to Service Provider owned Facilities (including, its off Airport facilities required by the Scope of Services attached hereto) for the purpose of performing audits and inspections of Service Provider, Service Provider Employees 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 Service Provider's performance of the Services; (c) monitor compliance with the terms of this Agreement; and (d) any other matters reasonably requested by City. Service Provider shall provide full cooperation to the City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

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

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

15.1.4 If any audit or inspection of Charges or Services reveals that City has overpaid any amounts to Service Provider, Service Provider shall immediately refund such overpayment and Service Provider shall also pay to City interest on the overpayment amount at the rate of one and one-half percent (1.5%) 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 Service Provider.

15.2 Records Retention. Until the later of: (a) six (6) years after expiration or termination of this Agreement; (b) the date that all pending matters relating to this Agreement (e.g., disputes) are closed or resolved by the Parties; or (c) the date such retention is no longer required to meet City's records retention policy or any record retention policy imposed by Applicable Law, if more stringent than City's policy, Service Provider will maintain and provide access upon request to the records, data, documents and other information required to fully and completely enable City to enforce its audit rights under this Agreement.

16. Indemnification by Service Provider.

16.1 General Indemnity. Service Provider shall indemnify and hold City, its agencies and its and their respective officers, directors, employees, advisors, and agents, successors and permitted assigns (collectively, the "City Indemnitees") harmless from any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from claims or actions based upon:

16.1.1 Service Provider's or Service Provider Employees' performance, non-performance or breach of this Agreement;

16.1.2 compensation or benefits of any kind, by or on behalf of Service Provider Employees, or any subcontractor, claiming an employment or other relationship with Service Provider 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 Service Provider Employees or subcontractor);

16.1.3 any actual, alleged, threatened or potential violation of any Applicable Laws by Service Provider or Service Provider Employees, to the extent such claim is based on the act or omission of Service Provider, Service Provider's Employees or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider;

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

16.1.5 damage to, or loss or destruction of, any real or tangible personal property caused, in whole or in part, by the act or omission of Service Provider or any Person acting for, in the name of, at the direction or supervision of or on behalf of Service Provider.

16.2 Intellectual Property Indemnification by Service Provider. Service Provider shall indemnify and hold the City Indemnitees harmless from and against any losses, liabilities, damages, demands and claims, and all related costs (including, without limitation, 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 Service Provider (or any Service Provider agent, contractor, subcontractor or representative), or City's use thereof (or access or other rights thereto) in connection with the Services. If any processes, procedures, Work Product, materials, methodologies or Services provided by Service Provider hereunder is held to constitute, or in Service Provider's reasonable judgment is likely to constitute, an infringement or misappropriation, Service Provider 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.

17. Reserved.

18. Limitation of City's Liability.

18.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL SERVICE FEES ACTUALLY PAID DURING THEN CURRENT YEAR UNDER THE AGREEMENT. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO SERVICE PROVIDER FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) THAT SERVICE PROVIDER MAY SUSTAIN OR INCUR IF EITHER THE QUANTITY OR CHARACTER OF ANY SERVICES TO BE PROVIDED BY CITY IS CHANGED OR IS NO LONGER AVAILABLE OR IS NO LONGER SUITABLE FOR SERVICE PROVIDER'S REQUIREMENTS. CITY WILL NOT BE LIABLE OR RESPONSIBLE TO SERVICE PROVIDER FOR ANY LOSS(ES), DAMAGE(S) OR EXPENSE(S) ARISING OUT OF, RESULTING FROM, RELATING TO OR CONCERNING, DIRECTLY OR INDIRECTLY, ACTS OF TERRORISM, INCLUDING, BUT NOT LIMITED TO, LOSS(ES), DAMAGE(S) OR EXPENSE(S) SUSTAINED OR INCURRED BY SERVICE PROVIDER AS A RESULT OF:

(a) A CHANGE IN THE AIRPORT'S OR SERVICE PROVIDER'S BUSINESS RESULTING FROM SUCH TERRORIST ACTS;

(b) THE ENACTMENT OF LAWS RESPONDING TO OR CONCERNING SUCH TERRORIST ACTS; OR

(c) ANY OTHER DETRIMENTAL EFFECT UPON SERVICE PROVIDER OR ITS BUSINESS RESULTING FROM SUCH TERRORIST ACTS.

18.2 Exceptions to Limitations. The limitations set forth in section 18.1 shall not apply to: (a) personal injury, wrongful death or tangible property damage; (b) any claim for infringement of the City's intellectual property rights; (c) any breach of **Section 13** herein; 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.

19. Insurance and Bonding Requirements. Service Provider shall comply with the insurance and bonding requirements set forth in **Exhibit D**. Service Provider further agrees that its obligation to indemnify and hold harmless the City Indemnitees will not be limited to the limits or terms of Service Provider's liability insurance, if any, required under this Agreement.

20. 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.

21. Termination.

21.1 Events of Default. Service Provider shall be in default under the terms of this Agreement if Service Provider:

- (a) fails to pay rent or any other payment within five (5) days of the date such payment is due to the City whether or not City has provided Service Provider with an invoice or written notice of the amount due or overdue;
- (b) becomes insolvent or seeks the benefit of any present or future insolvency statute, makes an assignment for the benefit of any creditor, files a voluntary petition in bankruptcy, or consents to the appointment of a receiver, trustee or liquidator of any of its assets;
- (c) files a petition under any part of the federal bankruptcy laws, or an action under any present or future insolvency law or statute, or is involved in an involuntary bankruptcy filing that is not dismissed within sixty (60) days after filing;
- (d) ceases to provide the Services without the written consent of the Aviation General Manager;
- (e) fails to comply with the requirements set forth in **Exhibit D**;
- (f) fails to keep, perform or observe any term, covenant or condition set forth in this Agreement;
- (g) intentionally or willfully misrepresents any material fact to the City;

(h) makes any material misrepresentation (or failed to make a full and accurate disclosure) to the City in the documents, questionnaires or materials submitted by the Service Provider in response to the Request for Qualification or Invitation to Bid pursuant to which this Agreement was awarded, or failed to comply with all requirements, including, without limitation, the ethical standards and conflicts of interest policies set forth in the City Code;

(i) fails to pay any and all taxes and assessments required to be paid under this Agreement or in the operation of Service Provider's business.

21.2 City's Remedies: If Service Provider is in default, City will notify Service Provider in writing of the nature of the default and the time period within which to cure, if any. If Service Provider, (a) where a specific time period for the cure is provided in the applicable subsection of this Agreement does not cure the default within that period or (b) where a time period for the cure is not specifically provided in the applicable section, does not cure the default within twenty (20) days from receipt of notice from City, City may, without further notice to Service Provider's sureties, if any, elect to exercise any of the following remedies:

21.2.1 Allow this Agreement to continue in full force and effect and to enforce all of City's rights and remedies under it, including, without limitation, the right to assess fines and the right to collect rent as it becomes due together with interest at the rate of one and one-half percent (1.5%) per month.

21.2.2 Continue this Agreement in full force and effect and enter the Facilities and let all or any portion of it to other parties.

21.2.3 Terminate all or any portion of this Agreement or any of Service Provider's rights under this Agreement at any time thereafter and recover from Service Provider all costs, expenses, losses and damages recoverable under this Agreement or Applicable Law as a result thereof.

21.2.4 Cure any default at Service Provider's cost. If City at any time, by reason of Service Provider's default, pays any sum to cure any default, the sum paid by City shall be immediately due from Service Provider to City on demand, and shall bear interest at the rate of one and one-half percent (1.5%) per month from the date paid by City until the date City is fully reimbursed by Service Provider.

21.2.5 Exercise any and all other rights or remedies available under this Agreement or at law or in equity.

21.3 Re-procurement Costs. In addition to all other rights and remedies City may have, if this Agreement is terminated by City pursuant to the above Section 20.1, Service Provider 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 20.4.

21.4 Termination by City for Insolvency. City may terminate this Agreement immediately by delivering written notice of such termination to Service Provider if Service Provider: (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, transferee or liquidator for all or any portion of its property.

21.5 Termination by City for Convenience. The City shall have the right to terminate this Agreement without cause at any time during the Term by giving written notice to Service Provider at least thirty (30) days prior to the date such termination is to be effective. Should the City terminate the Contract prior to its expiration, the City shall reimburse the Service Provider for the reasonable and proper unamortized costs of the capital improvements, made by or at the cost of the Service Provider, which have been approved in advance (in writing) by the Aviation General Manager. Service Provider must document the costs of any and all capital improvements in a form and detail satisfactory to the Aviation General Manager and submit same within thirty (30) days following completion of the work for review and approval, for the purpose of establishing the unamortized costs of such capital improvement(s). The capital costs of the Service Provider's improvements shall be amortized based upon a straight-line depreciation schedule over the initial Term of the Contract, with a salvage value equal to zero (0).

Reimbursement for unamortized costs of capital improvements shall be the Service Provider's sole remedy in the event City terminates this Agreement pursuant to Section 20.4. Additionally, if requested by the City, Service Provider must waive, in writing, any and all claims for damages, including loss of anticipated profits, in the event that the City terminates this Agreement for convenience.

21.6 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, Service Provider shall immediately: (i) discontinue Services on the date and to the extent specified in the notice; (ii) inventory, maintain and turn over to City all Work Product, licenses, equipment, materials, plant, tools, Facilities and property furnished by Service Provider or provided by City for performance of the terminated Services; (iii) comply with all other reasonable requests from City regarding the

terminated Services; and (iv) continue to perform in accordance with all of the terms and conditions of this Agreement any portion of the Services that are not terminated.

22. Dispute Resolution.

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

22.2 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.

22.3 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.

22.4 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 13, 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.

23. Fines and Penalties. The Parties acknowledge and agree that the traveling public is entitled the highest caliber of service that can be offered. As such, the City has established certain performance standards and penalties for Service Provider's failure to adhere to this Agreement and ensure that the traveling public receives the highest caliber of service. Unless specifically noted to the contrary, the following penalties may be assessed by the Aviation General Manager (in his/her sole discretion and in addition to any other remedy set forth in this Agreement or available at Applicable Law or in equity) for each incident set forth below:

Incident	Penalty
Missed Fixed-Schedule departure.	\$100 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$250 per occurrence.
Passenger waiting more than 15 minutes beyond scheduled pick-up time for door-to-door service.	\$50 per occurrence. If more than three (3) occurrences take place in a month then the fine increases to \$150 per occurrence.
Fixed-Schedule passenger waiting for	\$50 per occurrence. If more than three (3)

more than 5 minutes after scheduled departure.	occurrences take place in a month then the fine increases to \$150 per occurrence.
Any reports of a late pick-up.	\$50 per occurrence.
Number of complaints exceeds 5 in any one calendar month.	\$200 for the 6th complaint and \$50 for each additional complaint in a month.
Driver not in compliance with dress code.	Warning for the first two violations in a given month, \$50 per occurrence thereafter.
Vehicle in violation of standards.	\$100 per first occurrence for each month; \$200 per occurrence for each additional in any given month
Vehicle impeding traffic flow.	\$100 per occurrence
Loitering or littering by any of Service Provider's Employees or representatives.	\$50 per occurrence
A report/complaint involving the refusal or delay of any or trip or poor customer service related to a fare or trip.	\$100 per occurrence

The City reserves the right to collect for the above-referenced fines and penalties by offset against those amounts the City would otherwise pay to Service Provider in accordance with the Payment Terms described herein.

24. Surrender of Facilities.

24.1 Service Provider must yield and deliver peaceably to City possession of the Facilities and all Service Provider improvements in good condition, reasonable wear and tear accepted, upon the expiration or earlier termination of this Agreement.

24.2 Service Provider must remove Service Provider's signs and trade fixtures from the Facilities and must surrender the Facilities in clean and presentable condition. City will retain Service Provider's Performance and Payment Bond(s) or other securities required under Exhibit D until such time as all conditions of this Agreement have been satisfied, all keys (if any) to the Facilities are delivered to the Aviation General Manager by Service Provider, the Aviation General Manager determines that the Facilities are clean and in good repair and the applicable period for filing liens or other claims has passed. Service Provider will be liable to City for City's costs for storing, removing and disposing of any alterations or Service Provider's personal property, and of restoration of the Facilities.

25. General.

25.1 Notices. Any notices required or permitted by this Agreement shall be in writing and sent to the respective Party at the address on page one (1) of this Agreement, and if to the City, a copy to the Ground Transportation Manager at 6000 North Terminal Parkway, Atrium

Suite 4000, Atlanta, Georgia, 30320, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by 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 with all postage prepaid. Any Party may change its address for communications by notice in accordance with this Section.

25.2 Waiver. Any waiver by either Party or failure to enforce their rights under this Agreement shall be deemed applicable only to the specific matter and shall not be deemed a continuing 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's Authorized Representative.

25.3 Assignment. Neither this Agreement, nor any rights or obligations under it, may be assigned, encumbered, licensed or subcontracted in any manner by Service Provider without the prior written consent of the Aviation General Manager, and any attempt to do so without such written consent shall be void *ab initio*. The Aviation General Manager may grant or deny consent to assign, subcontract, license or encumber this Agreement or the Services in his/her sole discretion.

25.4 Publicity. Service Provider 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 the Aviation General Manager.

25.5 Severability. In the event that any provision of this Agreement is declared invalid, unenforceable or unlawful, such provision shall be deemed omitted and the remainder of this Agreement shall not be affected and shall continue to be enforceable to the greatest extent under Applicable Law. Each covenant and agreement contained in this Agreement shall be construed to be a separate and independent covenant and agreement; the breach of any such covenant or agreement by City shall not discharge or relieve Service Provider from Service Provider's obligation to perform each and every covenant and agreement of this Agreement to be performed by Service Provider.

25.6 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.

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

25.8 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.

25.9 Independent Service Provider. Service Provider is an independent contractor of the City and nothing in this Agreement shall be deemed to constitute Service Provider 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.

25.10 Third-Party Beneficiaries. This Agreement is not intended, expressly or implicitly, and the parties agree that it does not confer to any other Person any rights, benefits, remedies, obligations or liabilities.

25.11 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.

25.12 Entire Agreement. The Contract Documents contain the entire Agreement of the parties relating to the subject matter hereof and supersedes 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 all of the Contract Documents, except to the extent that City is authorized under this Agreement or Applicable Law to issue unilateral change documents. SERVICE PROVIDER MAY NOT UNILATERALLY AMEND OR MODIFY THIS AGREEMENT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY CITY AND OF NO FORCE OR EFFECT.

25.13 Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender and words in the singular number shall be held to include the plural, unless the context otherwise requires.

25.14 Exhibits and Attachments. All exhibits, appendices, attachments, riders and addenda referred to in this Agreement are incorporated into this Agreement and made a part hereof for all intents and purposes.

25.15 Time of the Essence: Time is of the essence with regard to each provision of this Agreement.

25.16 Evidence of Authority. If Service Provider is other than a natural person, Service Provider shall deliver to City such legal documentation as City may request to evidence the authority of those signing this Agreement to bind Service Provider.

25.17 Drug-Free Workplace Policy. Service Provider acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation,

possession, or use of a controlled substance is prohibited on City property or in the performance of any of the Services.

25.18 Delegation of Authority. Any act(s), whether discretionary or ministerial, that the Aviation General Manager is authorized or required to perform under this Agreement may be performed by such person(s) as the Aviation General Manager shall designate in writing to perform such act(s).

25.19 Award and Execution of Agreement. The award and execution of this Agreement by the City is authorized by Resolution No. _____, which was adopted by City's Council on _____, 2014, and approved by City's Mayor on _____, 2014, a copy of which is attached to this Agreement as Exhibit B. This Agreement will not become binding on City and City will incur no liability under it until it has been duly executed by Service Provider, returned to City with all required submittals, including insurance and bonding, executed by the Mayor, attested to by the Municipal Clerk, approved by City Attorney as to form and delivered to Service Provider.

25.20 Usufruct. To the extent, the City granted Service Provider the right to use any real property owned by the City, all of Service Provider's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass out of City.

25.21 Attorneys' Fees. If City should bring any action under this Agreement or consult or place this Agreement, or any amount payable to City pursuant to this Agreement, with an attorney concerning or for enforcement of any of City's rights hereunder, then Service Provider agrees in each and any such case to pay to City all costs, including, but not limited to, court costs and reasonable attorneys' fees, incurred by City in connection therewith.

25.22 Section Headings. The section headings contained herein are for the convenience of City and Service Provider and are not to be used to construe the intent of this Agreement or any part thereof, nor to modify, amplify, or aid in the interpretation or construction of any of the provisions thereof.

25.23 Reference to Clause or Section Entitled "_____". When reference in this Agreement is made to a specific clause with a specific title set forth in a section heading or section number, such reference will include all sections and subsections of such clause.

25.24 Applicability of Code Provisions. All terms of this Agreement shall be governed by and shall be subject to all the provisions of the Code of Ordinances of City of Atlanta, Georgia, now and as may be amended from time to time.

25.25 Georgia Open Records Act. Information provided to the City is subject to disclosure under the Georgia Open Records Act, as amended from time to time ("GORA"). PURSUANT TO O.C.G.A. § 50-18-72(A)(34), *an entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to*

the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A § 10-1-760 et seq.].

**[SIGNATURE PAGES FOLLOW]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

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

CITY: CITY OF ATLANTA, a municipal corporation of the State of Georgia

Mayor

Municipal Clerk (Seal)

Approved:

Aviation General Manager

Chief Procurement Officer

Approved as to form:

Senior Assistant City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Block Options for Service Provider:

SERVICE PROVIDER:

[Insert Corporate Name]

By: _____

Name: _____

Title: _____

Corporate Secretary/Assistant
Secretary (Seal)

Limited Liability Company:

[Insert LLC Name]

By: _____

Name: _____

Title: _____

Notary Public (Seal)

My Commission Expires: _____

[END OF SIGNATURES]

PART 5**SERVICES AGREEMENT**

- EXHIBIT A Scope of Services
- EXHIBIT A.1 List of Vehicles
- EXHIBIT A.2 Aerial Photos of Airport Area, Terminals, and Rental Car Center
- EXHIBIT A.3 Ground view Passenger Loading, Drop-Off & Vehicle Staging Areas
- EXHIBIT A.4 Cost Proposal
- EXHIBIT A.5 Shuttle Routes
- EXHIBIT A.6 Drive Identification Placard
- EXHIBIT B City Council Resolution
- EXHIBIT C Definitions
- EXHIBIT D Insurance and Bonding Requirements
- EXHIBIT E Dispute Resolution Procedures
- EXHIBIT F Airport Access, Security and Safety Measures
- EXHIBIT G Customer Service Standards
- APPENDIX A Office of Contract Compliance Requirements
- APPENDIX B Illegal Immigration Reform & Enforcement Act Affidavits

EXHIBIT A**SCOPE OF SERVICES**

The Service Provider shall provide, as a minimum, the following ground transportation services at the Airport ("Service(s)"):

I. General Service:

Service Provider shall provide comprehensive operation and management services for ground transportation shuttle service for the City's Department of Aviation between the domestic and international terminals and the Rental Car Center ("RCC") of Hartsfield-Jackson Atlanta International Airport ("Airport"). Areas are visually depicted on Exhibits A.2 and A.3. Service Provider shall operate a fleet of commercial motor vehicles connected to and controlled by a two-way communication/dispatch system to pick-up and deliver passengers between the Domestic and International terminals of the Airport the RCC. Operator shall ensure that the operation is managed in a manner acceptable to the Aviation General Manager and that clean, safe, efficient, attractive, high-quality Facilities and services are provided to Airport patrons.

- A. **Fixed Schedule Shuttle Service.** Service Provider shall provide fixed schedule shuttle service on a walk-up basis at the locations of Domestic and International Terminal, and the RCC for 24 Hours a day utilizing a sufficient number of vehicles to limit passenger Airport curbside dwell time to five (5) minutes or less. The Fixed Schedule Shuttle Service must be provided seven (7) days a week, three hundred sixty-five (365) days a year.
- B. **Additional Facilities/Services.** The City hereby reserves the right to establish, at any time, additional parking, and shuttle bus related services that may benefit the Airport. Adjustments to the billable rate shall be in accordance with the provisions of the specifications under this Agreement.
- C. **Patron Claims and Complaints.** Operator shall promptly investigate and resolve all claims made for losses or damages to vehicles and complaints about service. Upon the City's request, Operator shall furnish the Aviation General Manager or designee with a copy of the complaint or claim, Operator's documentation of its investigation of the complaint or claim, and its written response. Operator shall maintain a computer database of compliments and complaints which shall be made available to the City upon request.

- D. A copy of all notifications or claims of damage or personal injury shall be submitted to the Aviation General Manager or designee within 24 hours after receipt.
- E. Lost and Found Articles. All lost articles found by Operator, its agents or employees, or which are found by patrons and given to Operator, shall be placed in Airport Lost and Found, whether managed by the City, the Atlanta Airline Terminal Corporation, or otherwise, within 24 hours. Operator, its agents, and employees shall have no right to reclaim said articles.
- F. Cooperation with Curbside Management Service Contractor. Service Provider acknowledges that from time to time, the City may engage a third party curbside management company to assist with the oversight and management of the ground transportation operations at the Airport. Service Provider agrees to use its best efforts to cooperate with the City's authorized curbside management contractor by complying with all (i) federal, state and local laws, (ii) Airport policies, rules and regulations and (iii) reasonable requests and directives made by the authorized curbside management contractor, if any. Service Provider may contact the Airport's ground transportation manager to discuss any questions or submit a complaint related to the curbside management company, if any.

II. Shuttle Bus Services:

Operator shall, at a minimum, perform the following functions:

- A. Shuttle Bus Service. Operator shall operate shuttle buses to accommodate the Terminal to Terminal shuttle service and RCC Shuttle service for the International Terminal. Operator shall monitor and assess the shuttle bus usage and recommend to the Aviation General Manager or designee when the number of buses should be increased or decreased. Operator may change the routes, service, and schedules only with the prior approval of the Aviation General Manager or designee.
- B. The operator shall operate four (4) routes; each route shall have one (1) alternate: Terminal to Terminal, Domestic to International, International to Domestic, International to Rental Car Center, and Rental Car Center to International. These routes will be primarily run using the North and South headways on Loop Road. (See Exhibit A.5 for routes).

Variable headways will be utilized based upon estimated daily and hourly demand. Operator may change the routes, service, and schedules only if the

roadway conditions impact access to initial established route. All other changes must obtain the prior approval of the Aviation General Manager or designee.

- C. Performance standards, operator shall insure that:
1. No patron waits more than five minutes to depart the lot once boarded.

NOTE: The above performance standards are subject to change pending staff and budget changes.

- D. Vehicle (Bus) Maintenance. DOA will provide vehicles (please see Exhibit A.1 for list of vehicles) and will reimburse operator for expenses incurred for repairs; Operator shall perform routine, preventive, and emergency maintenance for all vehicles assigned to Operator and develop detailed, regular-maintenance procedures for the same. Vehicles shall be maintained in a state of good repair. Any hazardous or unsanitary conditions existing in or upon vehicles shall be corrected immediately.

Vehicle maintenance beyond routine service checks and fluid replenishment is performed off the Airport by qualified automotive service centers. No oil changes shall be made on Airport property unless a mechanism is in place to ensure that no hazardous conditions or oil spills occur. This does not preclude adding fluids such as oil and windshield wash. Operator is responsible for maintaining all fleet vehicles in accordance with environmental requirements.

- E. Radio Dispatch. Radios are currently installed in vehicles (Radio type: Motorola Radius CM200). DOA will reimburse operator for expenses incurred for repairs and replacements (Includes addition of base stations and frequencies); Operator shall manage, operate, and maintain the shuttle bus dispatching radio system. The dispatch radio system shall be used by Operator to meet the City's requirements and to maintain contact with each vehicle on the road.

The Operator shall coordinate the dispatch of shuttles on the roadways and the Commercial Vehicle Hold Lot for the Terminal to Terminal Shuttle Service in concert with the Ground Transportation Curbside Management team as needed.

- F. Bus Markings. Clear and visible signage is required on the exterior of vehicles. DOA will reimburse operator for repairs to and replacement of signage. Operator shall maintain clear and visible signage on the exterior of the shuttles and legible signage on the interior of the shuttles as directed by the Aviation General Manager or his designee.

- G. Bus Shelters. General cleaning of the bus shelters shall be the responsibility of Operator.
- H. Emergency Communications. Operator shall test applicable emergency communications system in the bus shelters and other locations at least weekly so that patrons can obtain assistance and/or information on shuttle bus schedules 24 hours per day. Operator shall immediately report any inoperative or malfunctioning communications systems immediately to the Aviation General Manager or designee.
- I. Title to Vehicles. All vehicles leased by and/or assigned to Operator by the City over the Term are and shall remain the property of the City, and shall be titled in the name of the City of Atlanta and licensed in the State of Georgia, and shall be subject to the inspection requirements of the State of Georgia. Operator shall be responsible for ensuring that all vehicles meet the inspection requirements of the State of Georgia.
- J. Zonar Tracking System and Reports. DOA will provide the Zonar Tracking System, the system is provided via subscription, this will be considered a reimbursable expense for the Operator. A Zonar device has been installed on each shuttle in the fleet. This system is used to track the number of customers utilizing the shuttles for effective scheduling of staff. This system will also allow the consistent monitoring of every vehicle in the fleet, provide data on impact of an accident, and identifies all idle time by calculating and reporting the time weekly. Proponent will provide, install, maintain and operate a commercially available vehicle fleet tracking system (GPS or similar technology) allowing for real-time tracking of all shuttle busses.

III. Employees and Staffing:

Operator shall employ professional, well-trained staff, including qualified and trained supervisors, drivers and others to assure a high standard of service to fulfill its obligations under this Agreement. Operator shall use reasonable care to employ and retain employees who are qualified, competent, and trustworthy. As a minimum, Operator shall, prior to hiring an applicant, determine the compatibility of the applicant working in a customer service environment, test each applicant for the presence of illegal drugs and the presence of legal drugs in excess of medically approved standards, and examine the applicant's conviction record to determine instances of prior criminal convictions which would disqualify the applicant for a position of public trust. Employee

background checks shall comply with all local, state, and Federal employment requirements.

- A. **Staffing Levels.** Operator shall operate the Facilities in accordance with staffing schedules approved by the Aviation General Manager or designee. Operator shall obtain the Aviation General Manager's prior written approval for initial staffing levels and all changes thereto. Operator shall provide the Aviation General Manager or designee with prior written notification of any changes in positions. Operator shall make best efforts to attract, hire and retain high-quality personnel, and to minimize employee turnover. This includes the responsibility to monitor late flight conditions and to provide additional coverage beyond the normal schedule to maintain the stated service levels at all times, including those periods of abnormal activity patterns.
- B. **Safe and Sanitary Working Conditions.** Operator shall comply with all applicable Federal, state, and local safety and health standards to include using and wearing applicable safety equipment.
- C. **English Communication.** Every employee of Operator who is expected to regularly communicate with members of the public or with City staff shall be able to communicate verbally and in writing in clearly understandable English.
- D. **Media.** All media inquiries shall be directed to the DOA Ground Transportation and/or Public Relations Division.
- E. **Labor Laws.** Operator shall comply with the requirements of all applicable Federal and state laws and regulations, including employment and withholding taxes, and shall maintain records demonstrating compliance with such withholding taxes. All records shall be available for inspection by the City for a period of not less than three years after the end of the Term to which such records pertain.
- F. **Drug Testing.** All employees of Operator are required to submit to alcohol and drug testing. This includes pre-employment, random, reasonable suspicion, post-accident, return to duty, and follow-up testing for alcohol and controlled substances.
- G. **Assistance with Luggage.** Employees will be expected to assist passengers with baggage accordingly; they will be required to lift sizable pieces of luggage when needed.

IV. Training

Operator will be expected to develop and use a comprehensive employee training and development. This program at a minimum should require employees to complete the DOA customer satisfaction training program as part of their initial training and orientation. In addition, they should also be required to continually update their customer service knowledge, skills and techniques by completing at least one refresher customer service training courses per year, or as required, ensuring their skill set is continually enhanced.

V. Locations

- A. Service Provider Service Locations: Any and all physical locations/booths utilized by Service Provider at the Airport must be kept in a neat, clean, orderly and professional condition and appearance at all times by Service Provider. Service Provider will remove and dispose of all trash and debris at locations utilized by Service Provider at the Airport.
- B. Service Provider Signage: Service Provider will not install signs on or about airport without prior approval from the Department of Aviation. The selected service provider may be allowed or be required by the airport to put up internal signage at any locations.
- C. Hours of Operation (All Airport Locations): Service Provider is expected to operate 24 hours a day however, they are expected to work schedules around all scheduled flights (at the domestic and international terminals), which typically occur over an eighteen (18) hour period each day, from 6:00 AM until 12:00 AM, seven (7) days per week unless otherwise authorized in writing by the City.
- D. Service Provider Booths, Hours of Operation and Extended Hours: The DOA will provide the Service Provider with three (3) physical locations/booths, in the (a) International Curb, (b) GTC, (c) the RCC. Service Provider shall be responsible for all fees, costs and expenses related to supplying and maintaining telephone in each area. Notwithstanding anything to the contrary contained in the Agreement, Service Provider acknowledges and agrees that the Aviation General Manager, in his/her sole discretion, may relocate any of the Service Provider's physical locations in the best interests of the Airport, City and/or public. Service Provider may not relocate, modify or alter any of the locations without the prior written consent of the Aviation General Manager. Service Provider will extend

its operating hours (of Service and staffing) as needed to address irregular operations and all weather emergency and/or flight diversion situations, which might require certain locations to open or remain open beyond the hours of operation set forth above. Service Provider will be responsible for ensuring that the highest level of service is maintained to the satisfaction of the City in accordance with best industry standards. Service Provider will post the normal schedule of operation prominently at each physical location operated by the Service Provider at the Airport. At a minimum, Service Provider must staff the locations throughout the Term, as follows:

- E. Domestic Terminal: At least one (1) employee for each between the hours of 6:00 a.m. and 12:00 a.m. (i.e., midnight).
- F. International Terminal: At least one (1) employee for the hours of 10:00 a.m. to 6:00 p.m.
- G. Rental Car Center: At least one (1) employee for each between the hours of 6:00 a.m. and 12:00 a.m. (i.e., midnight).

VI. Passenger Staging Locations

- A. Passenger Loading, Drop-Off and Vehicle Staging Locations: The passenger loading and vehicle staging areas are generally depicted on (TBD) of the Services Agreement, as the same may be altered or amended from time to time by the Aviation General Manager.
- B. Passenger Loading Locations: Service Provider may only load passengers in the designated loading stalls at the (i) Ground Transportation Center ("GTC") on the west curb of the domestic terminal of the Airport (ii) arrivals curb of the international terminal and (iii) RCC curb. Service Provider acknowledges and agrees passenger loading may not occur in any other location at the Airport without the Aviation General Manager's prior written consent.

Drop-Off Locations: Service Provider may only discharge passengers in the following locations:

- 1. Domestic Terminal: At the curb in the GTC.
 - 2. International Terminal: At the curb on the arrivals lane.
 - 3. Rental Car Center: At the curb on Jet Drive as determined by each passenger's rental car reservation.
- C. Vehicle Loading Stalls: The Airport will designate for the Service Provider multiple stalls/areas for passenger loading. Two (2) vehicle stalls will be allocated

for loading in the GTC and one (1) vehicle stall at the Arrivals curb of the international terminal, one (1) at the RCC.

- D. **Vehicle Staging Locations:** The Airport will provide a vehicle staging area for no more than ten (10) vehicles in the international terminal's commercial vehicle hold lot, which is generally depicted on Exhibit A.2 and A.3 of the Agreement. Vehicle staging is only permitted in the designated areas set forth herein as the same may be altered from time to time by the Aviation General Manager. The international terminal's commercial vehicle hold lot and GTC are closed daily as needed for cleaning and maintenance by Airport personnel. Service Provider acknowledges and agrees to remove all of its vehicles as needed from the international terminal's commercial vehicle hold lot and GTC at least 15 minutes prior to closure and stage to return to the international terminal's commercial vehicle hold lot and GTC at least 15 minutes prior to re-opening the same.
- E. **Facilities:** Service Provider will be provided with storage, maintenance or other facilities for vehicles on Airport property. Additionally, Service Provider is required to store, stage and maintain its vehicles on Airport property in order to maintain the fifteen (15) departure timeframes as set forth in Section I (a) of the Scope of Services. The Service Provider's Airport facilities will be secured, maintained, and operated by and at Service Provider's sole expense. Service Provider must not allow any of the vehicles used to provide the Services to stage idle or dwell in any location other than the domestic and international commercial vehicle hold lots, GTC, RCC or Service Provider's off Airport maintenance/staging facility.

VII. Service Provider Vehicles:

- A. Vehicles will be provided by the DOA.
- B. **Vehicle Appearance:** DOA will reimburse Operator for vehicle marking expenses. All vehicles utilized to provide the Services will be clearly branded. No bumper stickers or vanity license plates may be placed on or in any of the vehicles performing the Services.
- C. **Driver's Identification Placard:** All of Service Provider's drivers must display an identification placard substantially similar to Exhibit A.6 attached to the Agreement ("Identification Placard") on the interior of each vehicle. Each Identification Placard must be placed in a location that is easily visible to the passengers as they enter the vehicle without having to ask the driver to display

such information. Additionally, each Identification Placard must include the name (first and last) of the driver, a photograph of the driver's face, name and contact telephone number of the Service Provider (which shall be the same telephone number used on all placards [i.e., a centralized number for customers to obtain service, ask questions or register complaints]). All Identification Placards must be at least six (6) inches high and eight (8) inches wide; the photograph of the driver photo must be at least two (2) square inches in size; and the lettering used for the driver's name, Service Provider's name and telephone number may not be less than one (1) inch in height.

- D. Vehicle Cleanliness: Service Provider must keep all vehicles used to provide the Services in a clean and odor free condition, which must be free from all dust and debris at all times. At a minimum the Service Provider acknowledges and agrees that all vehicles interior and exterior will be washed twice per week and swept/vacuumed daily. Service Provider acknowledges and agrees that it must inspect the vehicles on a daily basis to ensure they are clean and that all maintenance has been performed. Documentation indicating inspections shall be maintained throughout the life of the contract. Vehicle cleaning and detailing must be conducted off Airport because no vehicle cleaning locations will be provided for Service Provider's use.
- E. Vehicle Maintenance & Inspections: All service requests must be approved by the DOA. Service Provider must maintain all vehicles (and any other equipment used to provide any of the Services) in good working order and first-class manner commensurate with the best industry practices and standards. Service Provider must keep accurate and detailed vehicle maintenance records, which shall be made immediately available for review by the Aviation General Manager upon request. Service Provider acknowledges and agrees that it will not use any vehicle that is not in good working order to perform any Services. The Aviation General Manager may require the Service Provider to remove any vehicles not maintained in accordance with the Services Agreement.
- F. Handicapped Passenger Service: Service provider must operate a minimum of one (1) handicap accessible vehicles to accommodate handicapped passengers. Handicap accessible vehicles do not need to comply with the minimum seating capacity otherwise required herein.
- G. Vehicle Transponders: City will provide service provider with sufficient AVI transponders for each vehicle in accordance with Airport policy. Service Provider

must notify Airport ground transportation division of any issues with transponders.

VIII. Customer Service Standards:

- A. Service Provider agrees to operate and provide the Services on a timely basis and in a manner consistent with the highest standards in the transportation industry and in compliance with all federal, state and local laws. Service Provider will be solely responsible for ensuring that its subcontractors, if any, perform pursuant to and in compliance with the terms of this Agreement.
- B. All of Service Provider's employees must obtain and wear an Airport identification badge whenever he/she is on Airport property or performing Services. Additionally, all of Service Provider's employees must attend all training required in order to obtain an Airport identification badge. Additionally, all of Service Provider's employees must complete the Department of Aviation's Customer Service Training Course within one hundred eighty (180) days of the Effective Date of this Agreement.
- C. Service Provider must promptly and courteously respond to all complaints, whether made directly to the Service Provider or referred to the Service Provider by the City, and resolve the same in a timely and efficient manner. Service Provider must retain a record of all complaints and resolutions throughout the term of the Agreement.

IX. Service Provider Employees:

Service provider must employ a sufficient number of trained employees to meet all of its obligations under the Agreement. Additionally, all Service Provider's employees must comply with each of the following:

- A. **Operations Oversight:** Service Provider must designate an on-site manager(s), with at least five (5) years of ground transportation experience, who is responsible for the day-to-day operations of the Service Provider at the Airport. Service Provider hereby represents and warrants that each of its on-site managers have the authority to render decisions and to take all necessary action on behalf of the Service Provider in connection with the Agreement. Service Provider must have a manager on-site at the Airport during all hours of operation as set forth above.

- B. **No Loitering:** Service Provider's employees are not permitted to loiter in the domestic or international terminals, RCC or utilize the public seating areas of either of the terminal buildings.
 - C. **Service Provider Employee Badging:** All of Service Provider's employees must, among other things, successfully pass a 10-year criminal history records check in order to receive an Airport identification badge. The background check and badge issuance will be conducted by the Department of Aviation's security division at the Service Provider's sole cost and expense.
 - D. **Service Provider Employee Conduct:** Service Provider's employees must refrain from any loud, boisterous, offensive or inappropriate conduct and treat all passengers courteously. Service Provider must ensure that its employees do not discriminate against any passenger based upon its race, creed, color, national origin, ethnicity, age, disability, gender or sexual orientation. Service Provider must not, directly or indirectly, use any high pressure, unfair or deceptive trade practices when describing, selling or providing the Services to the public. Service Provider acknowledges and agrees that the Airport General Manager, in his/her sole discretion, may (a) revoke such employee's Airport badge or (b) demand that such employee not provide any of the Services under the Agreement.
 - E. **Service Provider Employee Appearance:** All of Service Provider's employees must (a) wear the Service Provider's uniform, (b) display Airport identification badge and Service Provider's company name tag and (c) maintain a neat, clean, well-groomed and professional appearance at all times. All of Service Provider's uniform styles must be approved, in writing, by the Airport General Manager in his/her sole discretion.
 - F. **Service Provider Vehicle Drivers:** Service Provider must ensure that all drivers possess all federal, state and local licenses to operate its vehicles including, without limitation, a valid medical examiner's certificate (See CFR Title 49 Part 391.41).
- X. Service Provider Radio Frequency Protection:**
- If Service Provider installs or operates any type of radio transceiver or other wireless communications equipment, Service Provider will provide frequency protection within the aviation air/ground VHF frequency band and the UHF frequency band in accordance with restrictions promulgated by the Federal Aviation Administration ("FAA") for the vicinity of FAA Transmitter or Receiver facilities.

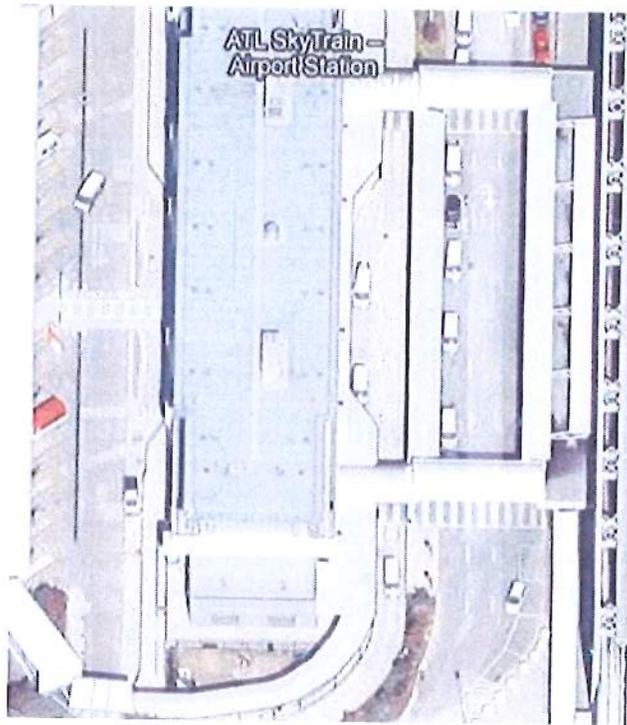
Frequency protection will also be provided for all other frequency bands operating in the vicinity of the selected service provider's equipment. Should interference occur as a result of the Service Provider's installation or operation, the Department of Aviation reserves the right to shut down the Service Provider's operation until appropriate remedies to the interference are made by the Service Provider. Such remedies may include relocation to another site. The cost of all such efforts to remedy the interference will be solely at the Service Provider's expense.

Exhibit A.1
List of Vehicles and Mileage

	Bus #	Date	Mileage	Hours
1	221	April-14	234,554	27,045
2	222	April-14	226,142	19,013
3	223	April-14	225,588	26,632
4	224	April-14	219,775	1,586
5	225	April-14	150,747	21,132
6	226	April-14	134,786	18,634
7	227	April-14	191,862	24,632
8	228	April-14	227,320	24,892
9	229	April-14	257,438	30,327
10	230	April-14	238,413	6,279
11	231	April-14	204,328	24,487
12	232	April-14	176,324	24,543
13	233	April-14	226,801	25,773
14	234	April-14	245,602	25,379
15	235 HC	April-14	227,770	23,366
16	236 HC	April-14	189,477	19,245
17	237	April-14	205,908	19,867
18	238	April-14	198,358	24,728
19	239	April-14	198,046	24,717
20	240	April-14	201,179	25,314
21	241	April-14	203,396	23,697
22	242	April-14	196,662	25,573
23	244	April-14	175,743	23,382
24	245	April-14	158,055	20,265
25	246	April-14	169,877	16,002
26	247	April-14	111,556	15,394
27	248	April-14	156,232	18,085
28	249	April-14	178,518	19,600
29	250	April-14	167,409	14,377
30	251	April-14	211,038	21,014
31	252	April-14	192,274	18,272
32	253	April-14	122,986	11,540
33	254	April-14	199,329	20,002
34	255	April-14	183,493	19,463

The shuttle buses used to operate the Terminal to Terminal operation are listed above. The average miles per month (if the vehicle is in service the entire month) is 4,000 miles.

EXHIBIT A.2
Ground Transportation Center Area Aerial Photo 1



Ground Transportation Center (Domestic Terminal, West Curb) Passenger Loading Area

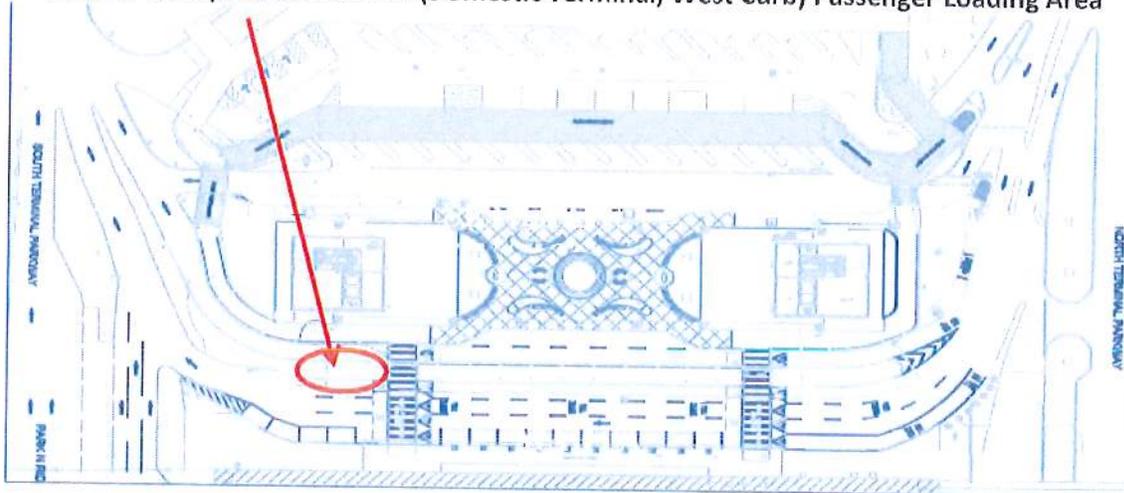


EXHIBIT A.2 (cont'd)

PASSENGER LOADING, DROP-OFF & VEHICLE STAGING AREAS

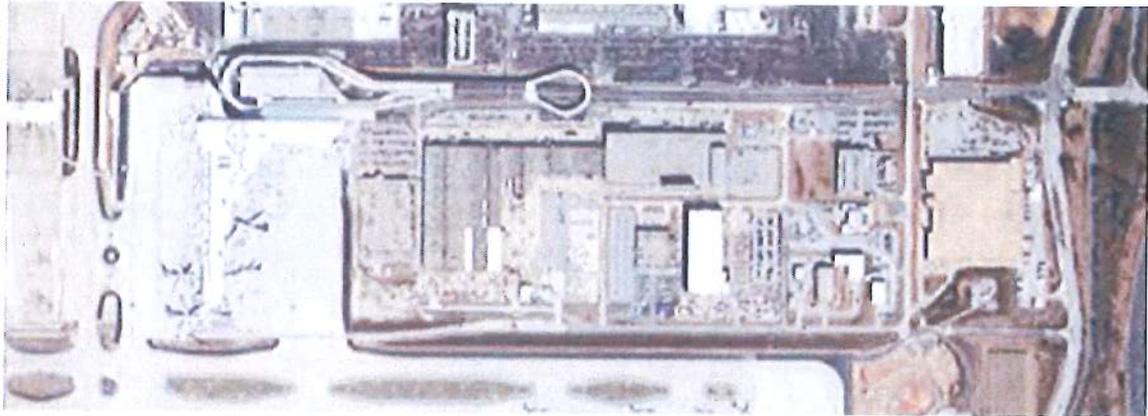
The passenger loading, drop-off and commercial vehicle staging area for the domestic and international terminals of the Airport are located in several places on the Airport's property.

Ground Transportation Center Area Aerial Photo 2

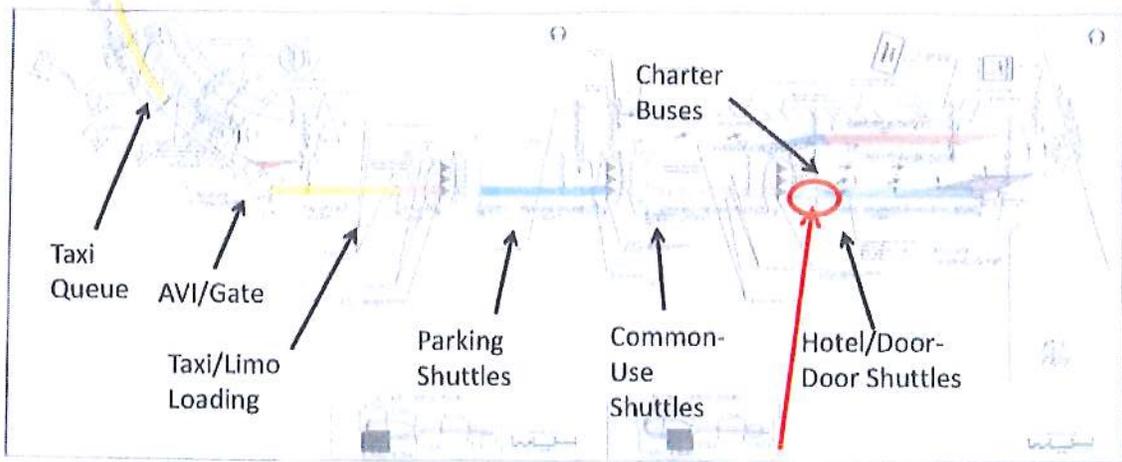


EXHIBIT A.2 (cont'd)
PASSENGER LOADING, DROP-OFF & VEHICLE STAGING AREAS

International Terminal Aerial Photo



International Terminal Diagram No. 1



International Curb (Arrivals Level) Passenger Loading Area

EXHIBIT A.3
Passenger Loading, Drop-Off & Vehicle Staging Areas



International Terminal Loading Area (to Domestic Terminal)



International Terminal Loading Area (to Rental Car Center)
(Insert Areal Routes (from Disk)

EXHIBIT A.4

COST PROPOSAL

Respondent, by and through its authorized representative, offers to perform the Services in accordance with the terms and conditions of the Agreement at the hourly and annual rates set forth below:

YEAR ONE:

In-Service vehicle hourly rate: \$ _____

Number of Hours to perform Services annually _____ hours

Total Price Proposal (Annual Cost) \$ _____

YEAR TWO:

In-Service vehicle hourly rate: \$ _____

Number of Hours to perform Services annually _____ hours

Total Price Proposal (Annual Cost) \$ _____

YEAR THREE:

In-Service vehicle hourly rate: \$ _____

Number of Hours to perform Services annually _____ hours

Total Price Proposal (Annual Cost) \$ _____

RENEWAL YEAR ONE:

In-Service vehicle hourly rate: \$ _____

Number of Hours to perform Services annually _____ hours

Total Price Proposal (Annual Cost) \$ _____

RENEWAL YEAR TWO:

In-Service vehicle hourly rate: \$ _____

Number of Hours to perform Services annually _____ hours

Total Price Proposal (Annual Cost) \$ _____

TOTAL AGREEMENT PRICE PROPOSAL: \$ _____

Respondent:

By: _____

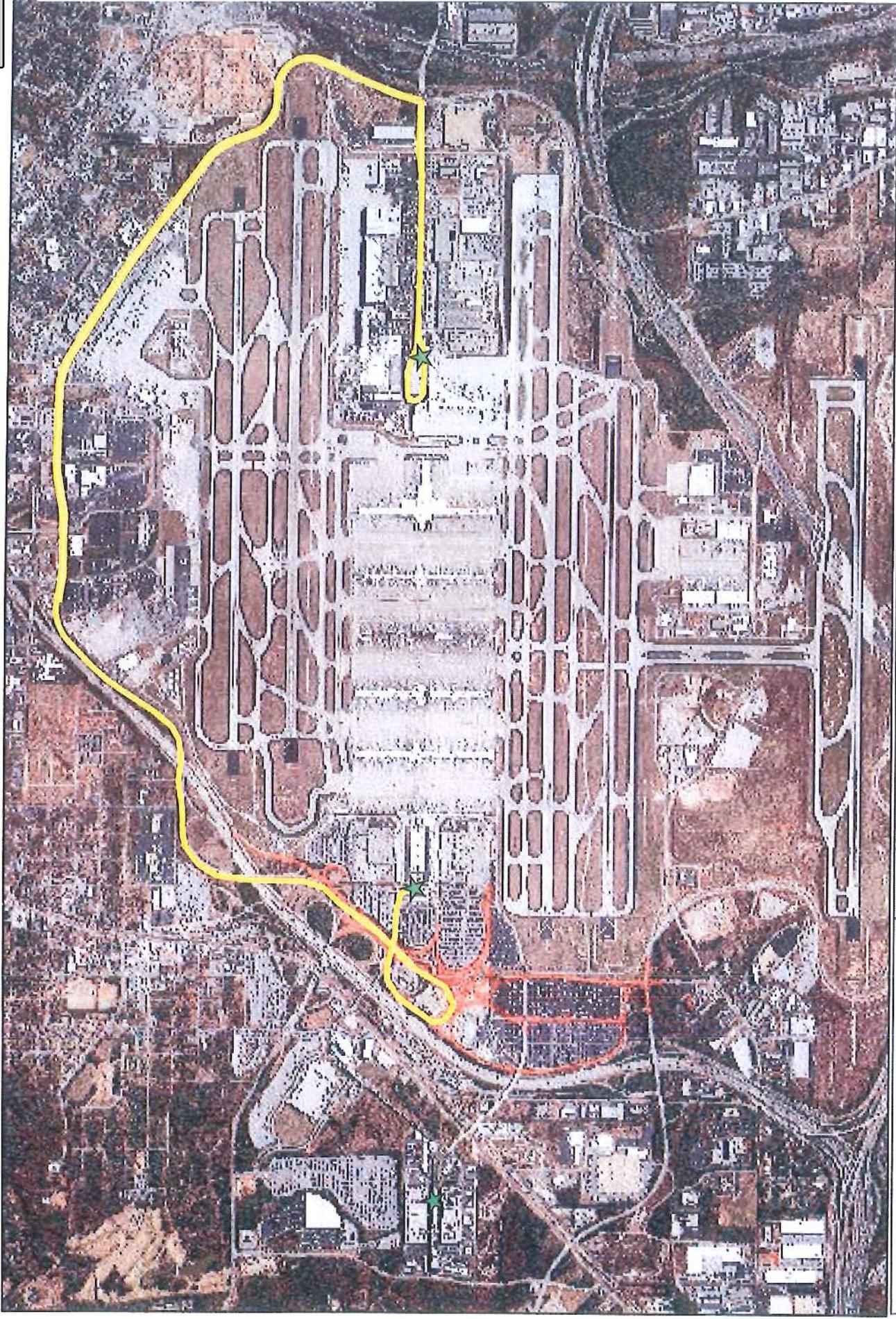
Printed Name: _____

Title: _____

Date: _____, 2014

EXHIBIT A.5

Shuttle Routes



Legend
Routes
Inbound Roads
International to Domestic

Shuttle Routes 1



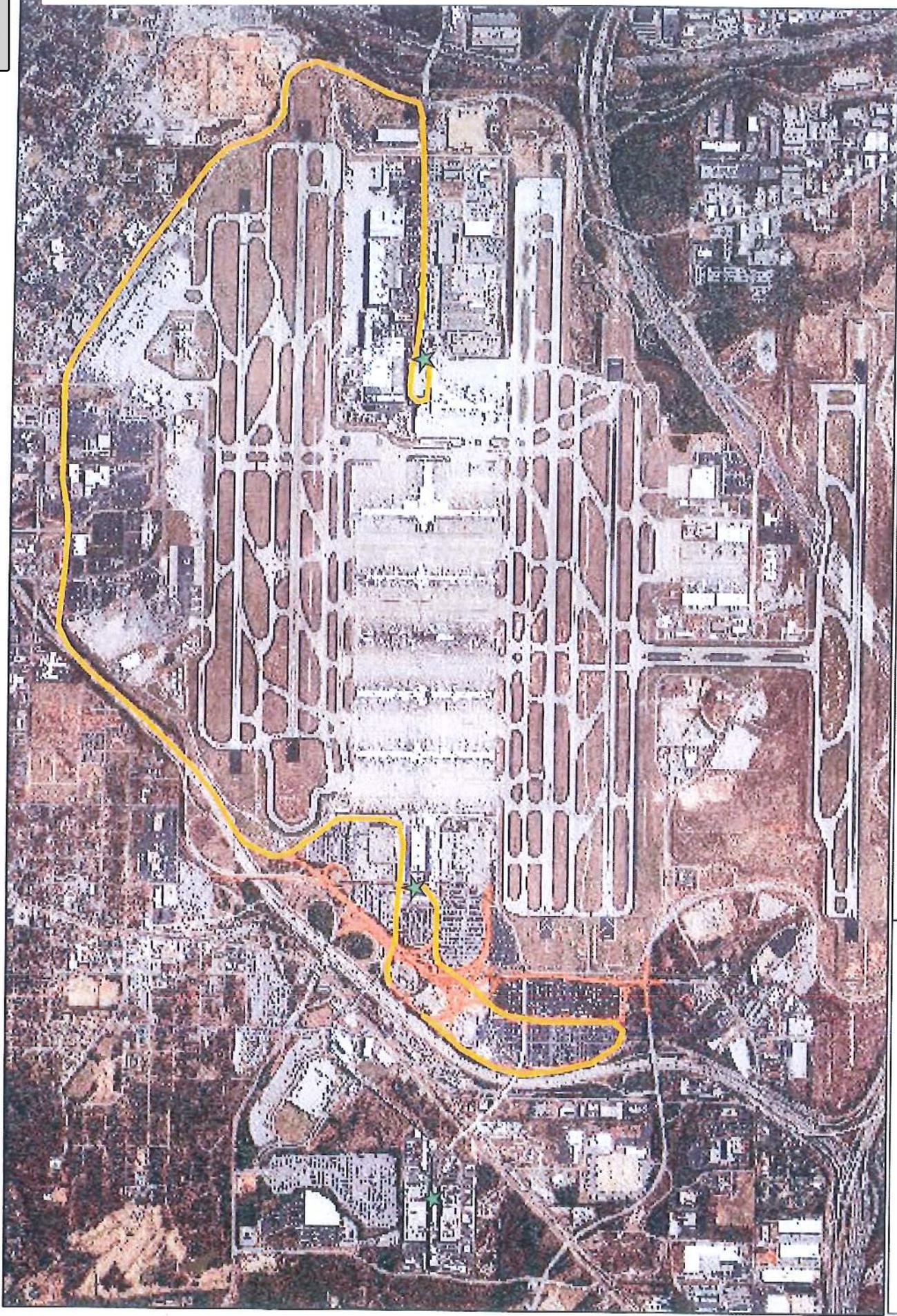
Legend
Routes
Inbound Routes
Connects to RCC

Shuttle Routes 2



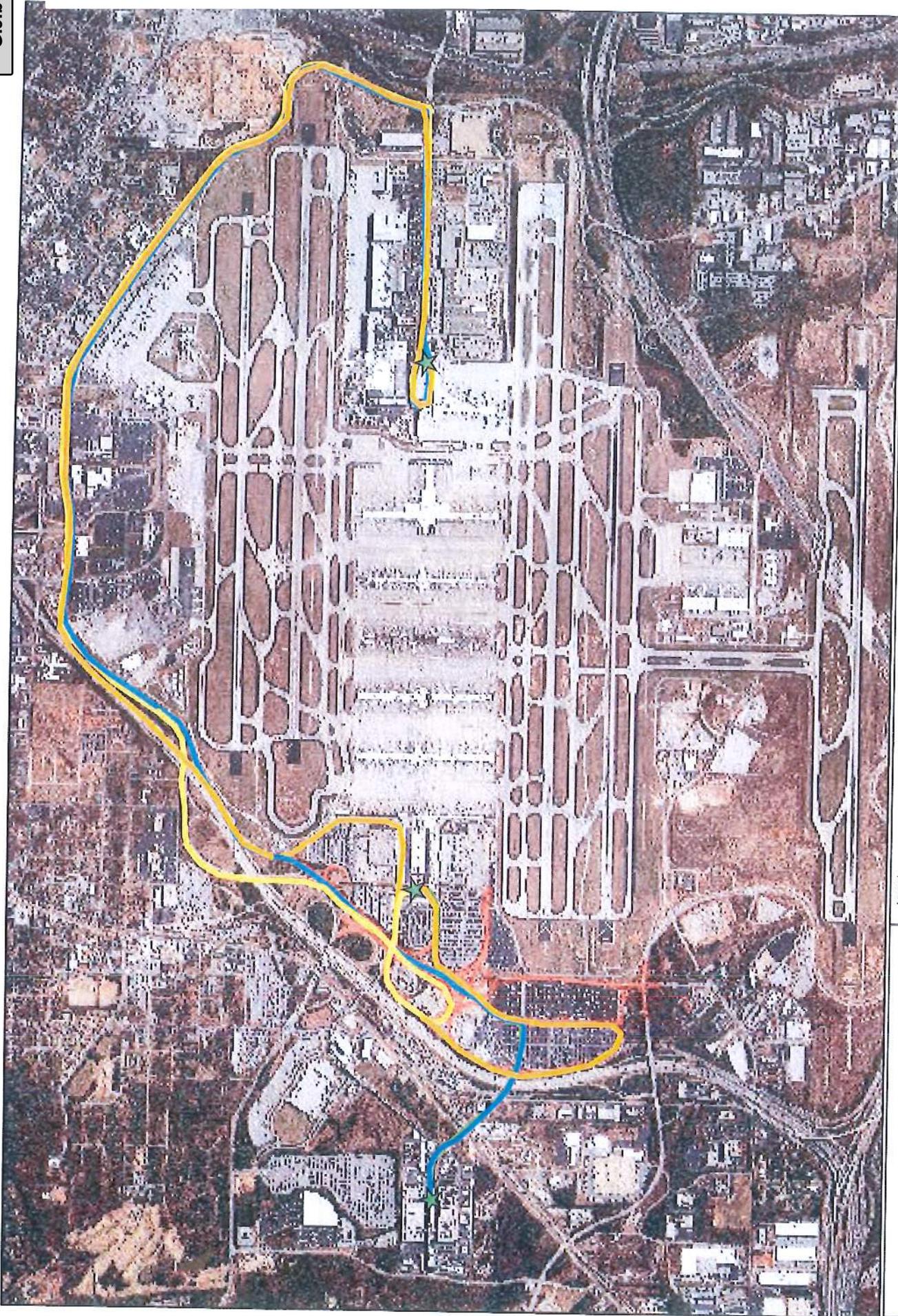
Legend
Routes
RCC is International
Inbound Roads

Shuttle Routes 3



Legend
Route
Connect to Interiors
Inbound Roads

Shuttle Routes 4

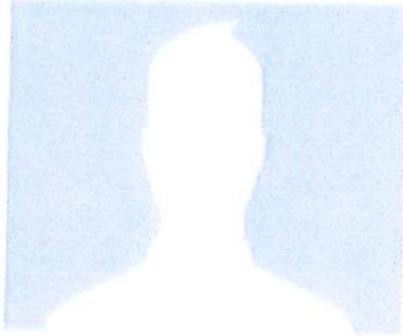


- Legend**
- Routes
 - Inbound Route
 - International to Domestic
 - Domestic to RCC
 - RCC to International
 - Domestic to International

Shuttle Routes (All)

EXHIBIT A.6

DRIVER IDENTIFICATION PLACARD



**YOUR DRIVER TODAY
IS
NAME**

**IF YOU HAVE ANY QUESTIONS OR CONCERNS
ABOUT THIS SERVICE, PLEASE CALL**

[INSERT COMPANY NAME]

[INSERT COMPANY TELEPHONE NUMBER]

EXHIBIT B

CITY COUNCIL RESOLUTION
(will be inserted upon approval of legislation)

EXHIBIT C

DEFINITIONS

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

"Applicable Law(s)" means all federal, state or local statutes, laws, ordinances, codes, rules, regulations, policies, standards, executive orders, consent orders, orders and guidance from regulatory agencies, judicial decrees, decisions and judgments, permits, licenses, reporting or other governmental requirements or policies of any kind (including, without limitation, all of the rules and regulations of the Airport) by which a Party may be bound, then in effect, which come into effect or are amended during the time the Services are being performed, and any present or future amendments to those Applicable Laws, including those which specifically relate to: (a) the business of City; (b) the business of Service Provider or Service Provider's subcontractors or agents; (c) the Contract Documents; or (d) the performance of the Services under this Agreement.

"Aviation General Manager" shall mean the individual authorized by the City Code to direct the general management, operation and administration of the Airport or his/her designees.

"Charges" means the amounts payable by the Service Provider to City under this Agreement.

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

from sources other than the disclosing Party; (e) independently developed by the receiving Party without use of or reference to the Confidential Information of the disclosing Party; or (f) approved in writing for release or disclosure without restriction by the disclosing Party

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

"Contract Documents" shall collectively include this Agreement and any exhibits, appendices, addenda and other documents attached or incorporated herein by reference.

"Facility" or "Facilities" means any physical premises, booths, parking stalls or other locations occupied by Service Provider in accordance with the Agreement from or through which Service Provider will provide any Services. However, Service Provider acknowledges and agrees that it shall have no property right, title or interest in or to any locations, premises, parking stalls or booths that have been provided by the City.

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

"Party", "party", "Parties" or "parties" means the City and/or Service Provider.

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

"Service Provider Employees" all of Service Provider's employees, contractors, subcontractors, agents, including, without limitation, the employees, contractors, subcontractors, agents of Service Provider's partners or joint venture partners and any other individuals or entities providing any of the Services set forth in the Agreement under the color of Service Provider's authority.

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

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

EXHIBIT D
INSURANCE AND BONDING REQUIREMENTS

**EXHIBIT D
INSURANCE & BONDING REQUIREMENTS
FC-7484
GROUND TRANSPORTATION TERMINAL TO TERMINAL SHUTTLE SERVICES**

A. Preamble

The following requirements apply to all work under the agreement. Compliance is required by all Contractors/Consultants. To the extent permitted by applicable law, the City of Atlanta ("City") reserves the right to adjust or waive any insurance or bonding requirements contained in this Exhibit D and applicable to the agreement.

1. Evidence of Insurance Required Before Work Begins

No work under the agreement may be commenced until all insurance and bonding requirements contained in this Exhibit D, or required by applicable law, have been complied with and evidence of such compliance satisfactory to City as to form and content has been filed with City. Contractor/Consultant must provide City with a Certificate of Insurance that clearly and unconditionally indicates that Contractor/Consultant has complied with all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement. If the Contractor/Consultant is a joint venture, the insurance certificate should name the joint venture, rather than the joint venture partners individually, as the primary insured. In accordance with the solicitation documents applicable to the agreement at the time Contractor/Consultant submits to City its executed agreement, Contractor/Consultant must satisfy all insurance and bonding requirements required by this Exhibit D and applicable by law, and provide the required written documentation to City evidencing such compliance. In the event that Contractor/Consultant does not comply with such submittal requirements within the time period established by the solicitation documents applicable to the agreement, City may, in addition to any other rights City may have under the solicitation documents applicable to the agreement or under applicable law, make a claim against any bid security provided by Contractor/Consultant.

2. Minimum Financial Security Requirements

All companies providing insurance required by this Exhibit D must meet certain minimum financial security requirements. These requirements must conform to the ratings published by A.M. Best & Co. in the current Best's Key Rating Guide - Property-Casualty. The ratings for each company must be indicated on the documentation provided by Contractor/Consultant to City certifying that all insurance and bonding requirements set forth in this Exhibit D and applicable to the agreement have been unconditionally satisfied.

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

- i) Best's Rating not less than A-,
- ii) Best's Financial Size Category not less than Class VII, and

- iii) Companies must be authorized to conduct and transact insurance contracts by the Insurance Commissioner, State of Georgia.
- iv) All bid, performance and payment bonds must be underwritten by a U.S. Treasury Circular 570 listed company.

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

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

3. Insurance Required for Duration of Contract

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

4. Notices of Cancellation & Renewal

Contractor/Consultant must, notify the City of Atlanta in writing at the address listed below by mail, hand-delivery or facsimile transmission, within two (2) days of any notices received from any insurance carriers providing insurance coverage under this Agreement and Exhibit D that concern the proposed cancellation, or termination of coverage.

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

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

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

5. Agent Acting as Authorized Representative

Each and every agent acting as Authorized Representative on behalf of a company affording coverage under this contract shall warrant when signing the Acord Certificate of Insurance that specific authorization has been granted by the

Companies for the Agent to bind coverage as required and to execute the Acord Certificates of Insurance as evidence of such coverage. City of Atlanta coverage requirements may be broader than the original policies; these requirements have been conveyed to the Companies for these terms and conditions.

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

6. Certificate Holder

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

7. Project Number & Name

The project number and name must be referenced in the description section of the insurance certificate.

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

City shall be covered as an Additional Insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary and non-contributory with respect to the Additional Insured. However, this requirement does not apply to Workers' Compensation or Professional Liability Insurance. Additional insured status extending to ongoing and completed operations per CG 20 26 07 04 or their carrier equivalent shall be provided. Additional insured status shall be maintained following project completion equivalent to the statute of repose in the state of Georgia. A copy of the Additional Insured Endorsement or its equivalent must be forwarded to the Risk Management Department as soon as practicable but in no event more than ten (10) days after the inception date of the contract.

9. Mandatory Sub-Contractor/Consultant Compliance

Contractor/Consultant must require and ensure that all Sub-Contractor/Consultants/Sub-consultants at all tiers to be sufficiently insured/bonded.

10. Self Insured Retentions, Deductibles or Similar Obligations

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

11. Task Order

Evidence of compliance with insurance requirements must be provided on a Task Order basis prior to the issuance of any Notice to Proceed.

B. Workers' Compensation and Employer's Liability Insurance

Contractor/Consultant must procure and maintain Workers' Compensation and Employer's Liability Insurance in the following limits to cover each employee who is or may be engaged in work under the agreement. :

Workers' Compensation **Statutory**

Employer's Liability:

Bodily Injury by Accident/Disease	\$1,000,000 each accident
Bodily Injury by Accident/Disease	\$1,000,000 each employee
Bodily Injury by Accident/Disease	\$1,000,000 policy limit

C. Commercial General Liability Insurance

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

- Contractual Liability
- Broad Form Property Damage
- Premises Operations
- Personal Injury
- Advertising Injury
- Fire Legal Liability
- Medical Expense
- Independent Contractor/Consultants/SubContractor/Consultants
- Products – Completed Operations
- Additional Insured Endorsement* (primary & non-contributing in favor of the City of Atlanta)
- Waiver of Subrogation in favor of the City of Atlanta

D. Commercial Automobile Liability Insurance

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

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

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

In addition and in accordance with Section 22-181(b) of Chapter 22, Code of Ordinances of the City of Atlanta, all vehicles requiring access to the restricted areas of the airport must be covered by an automobile liability policy in the minimum amount of **ten million**

(\$10,000,000) combined single limit for personal injury and property damage. The \$10,000,000 limit of liability will also be imposed on any parties transporting workers, materials and/or equipment to the Airport site from parking lots or similar facilities.

F. Excess or Umbrella Liability Insurance

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

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

G. Pollution Liability

Contractor/Consultant must procure and maintain Pollution Liability Insurance in an amount not less than \$1,000,000 each occurrence/aggregate. Completed operations coverage shall remain in effect for no less than three (3) years after final completion. This coverage can also be satisfied with an endorsement to the General Liability policy.

H. Performance and Payment Bonds

At, or prior to, Service Provider's execution of the Services Agreement, Service Provider must, at its own expense, deliver to the City a Performance and a Payment Bond each in an amount equal to one hundred percent (100%) of the price specified in the Services Agreement, naming the City as co-obligee and issued by a surety company or companies in such form as approved by the City's Attorney, which surety bond or bonds must be renewed annually, at one hundred percent (100%) of the then current price specified in the Services Agreement. The bonds must be kept in full force and effect during the Term and any renewals. In lieu of a Performance Bond, Service Provider may submit to the City an Irrevocable Letter of Credit in a form acceptable to City, in its sole discretion.

1. The bonds must be issued as security for the faithful performance of this Agreement, including, maintenance and guarantee provisions, its covenants, stipulations and agreements of the Agreement, the payment of all bills and obligations arising out of the performance its obligations under the Agreement, which bills and obligations might or would in any manner become a claim against the City, and guaranteeing all services and work set forth in the Agreement against faulty materials or poor workmanship, or both, in accordance with any warranty provisions of the Agreement.
2. The surety company issuing the bonds must give the Aviation General Manager notice in writing by registered mail at least sixty (60) days prior to an anniversary date of the bonds of its intention not to renew or to terminate the bonds.

3. A Corporate Surety that is satisfactory to City, authorized to do business in the State of Georgia, and listed in the latest issue of U.S. Treasury Circular 570 must execute the bonds.
4. An agent of the Surety residing in the State of Georgia must execute the bonds. The date of the Bonds must be the same as the date of execution of the Agreement by City. The Surety must appoint an agent for service in Atlanta, Georgia upon whom all notices must be shown on each Bond. The person executing the Bonds on behalf of the Surety must file with the Bonds a general power of attorney unlimited as to amount and type of Bonds covered by such power of attorney, and certified to by an official of said Surety. The Bonds must be on forms provided by City. The Agreement will not be executed by City until after the approval of the Bonds by City's Attorney.

EXHIBIT EDISPUTE RESOLUTION PROCEDURES

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

EXHIBIT FAIRPORT ACCESS, SECURITY AND SAFETY MEASURES

1. **Airport Security Requirements.** Contractor shall at all times conduct all operations under this Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or any other means to any equipment, materials, work or other property at the Jobsite. Contractor shall continuously inspect all equipment, materials and work to discover and determine any conditions which might involve such risks and shall be solely responsible for discovery, determination and correction of any such conditions.

Contractor shall comply with the Transportation Security Administration (TSA) and the City's security requirements for the Airport. Contractor shall cooperate with the TSA and the City on all security matters and shall promptly comply with any Project security arrangements established by City. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation with respect to all applicable state, federal and local laws and regulations and its duty to undertake reasonable action to establish and maintain secure conditions at the Jobsite.

2. **Preventing Unauthorized Access.** The Airport has been secured to prevent unauthorized access to the Air Operations Area (AOA), the secured area, the sterile area and other controlled areas of the Airport. Contractor shall cooperate to the fullest extent with the TSA and DOA to maintain the integrity of the security system. The Contractor shall control its operations and the operations of its subcontractors and all suppliers so as to provide for the free and unobstructed movement of aircraft, aircraft operations personnel and equipment in the AOA, the secured area, the sterile area and other controlled areas of the Airport as defined herein.
3. **Transportation Security Administration/Responsibility of Contractor.** In order to comply with the TSA and DOA security requirements, Contractor shall be responsible for informing itself as to current, ongoing, and changing requirements, and for remaining in compliance with those requirements throughout this Contract. The security requirements are as follows and from time to time may change as required by the TSA and/or DOA.
4. **Security Identification Display Area (SIDA).** The Security Identification Display Area (SIDA) is defined in the Airport Security Program as any area that requires individuals to continuously display Airport issued or Airport approved identification badges. Personnel associated with construction contracts in the AOA secured area or sterile area of the Airport shall display SIDA badges at all times. The TSA and the DOA require all personnel to display SIDA badges in areas controlled for security purposes at all times.

- 4.1 FBI/CHRC Checks.** To obtain a SIDA badge, each individual must successfully undergo a Federal Bureau of Investigation (FBI) fingerprint based Criminal History Records Check (CHRC) which must reveal no convictions of disqualifying crimes within the last ten years as defined in Transportation Security Regulation, TSR Part 1542.209. Each individual must also attend a security awareness course conducted by the DOA Security Division. Each employee must present two forms of Identification prior to the badging process. At least one form of identification must have been issued by a government authority and at least one must contain a photograph. Contractor shall be responsible for all fees associated with obtaining a SIDA badge, (i.e. badge and fingerprint fees as determined by DOA). The current cost for the CHRC is \$60.00 per individual. The current cost for badge is \$60.00 per individual. Costs for lost badges is \$200.00. Contractor shall contact the DOA Security office at (404) 530-6667 prior to sending individuals to the DOA Security office for badging. Contractor/Escorting Requirements are specified in subsection below.
- 5 Displaying Badges.** Employees and those of all subcontractors must display a DOA issued badge showing Contractor's name and an employee number. All personnel shall be required to wear this badge at all times while within the secured areas of the Airport.
- 6 Badging Records and Process.** Contractor shall maintain an up-to-date record of all badge holders showing name, address, sex, height, weight, color of eyes and badge number. Contractor will be required to furnish this information to the DOA upon request.
- 6.1** The Badging process may begin upon the Contractor's receipt of a formal Notice to Proceed (NTP) from the City and may take up to fourteen (14) calendar days to complete. Access to secured areas shall be denied until such time as the Contractor has completed the badging process.
- 6.2** If applicable, an Administrative NTP may be presented to the DOA Security Division by the Contractor in order to initiate the badging process for the Contractor's employees.
- 6.3** The Contractor shall appoint one of its employees as an Authorizing Agent and submit his or her name, on the Contractor's letterhead, to the DOA Security Division. The submittal letter shall indicate the Project Name, Contract Number, Point of Contact, Telephone and Fax number, list of subcontractors including subcontractors' Authorizing Agent nature of the work to be performed by Contractor, and each subcontractor, location and duration, time frame(s), and justification for vehicle access, if required. A copy of the Contractor's Insurance Certificate shall accompany the letter. Once badged, the Contractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.
- 6.4** Each Subcontractor identified in the Contractor's letter shall appoint one of its employees as an Authorizing Agent and submit his or her name through the Contractor, to the DOA Security Division. A copy of the Subcontractor's Insurance

certificate shall accompany the letter. Once badged, the Subcontractor's Authorizing Agent shall be responsible for the badging process of his/her company employees.

- 6.5 Processing time for badging, at the badging office after completion of the CHRC, will last approximately one (1) hour. Processing time for Authorizing Agents will last an additional hour for briefing by the DOA Security Division. Authorizing agent briefing sessions will be conducted only on Mondays, Wednesdays and Fridays at 11 a.m. in the DOA Security office.
- 6.6 Each person applying for badging shall complete and submit all forms required by the DOA Security Division. All required forms will be provided to the authorizing agent at the time of the briefing at the DOA Security office.
- 6.7 Each person applying for a badge shall also submit to fingerprinting upon the submittal of said forms. Fingerprints will be utilized for a ten (10) year Federal Bureau of Investigation (FBI) based criminal history records check for each individual employee.
- 6.8 Pursuant to TSR § 1542.209 certain Felony convictions within the most recent ten (10) year period, may cause disqualification. A list of disqualifying Felony convictions is available in the offices of the DOA Security Division and in the TSR Regulations.
- 6.9 The Authorizing Agent will be notified when the results of the fingerprint checks are completed. Upon notification and approval, Contractor's and subcontractor's approved employees may return to the DOA Security Office, during posted hours, for photographing and badging. This process may take up to sixty (60) minutes.
- 6.10 Badges issued to Contractor and subcontractor employees and agents shall expire upon the happening of one (1) of the following events, whichever occurs first:
 - 6.10.1 Completion of Contract or subcontract, unless extended by the City;
 - 6.10.2 Expiration of Insurance coverage, as indicated on the Contractor's Insurance certificate; or
 - 6.10.3 Employee's driver's license expiration date;
 - 6.10.4 Two (2) years from the issuance of the badge.
- 6.11 Contractor and its subcontractor shall be responsible for making arrangements, ahead of time, to extend badges, when necessary. A letter, directed to both the DOA Assistant General Manager, Facilities and the DOA Security Manager, explaining the reason(s) for the badge extension on Contractor's letterhead will be required. Extension requests must be approved in writing by the DOA prior to extension of the badges.
- 6.12 Contractor's questions concerning Airport Security shall be directed to (404) 530-6667.

- 7 **Drivers.** All drivers operating vehicles within the AOA must obtain, in addition to the DOA Security badge, a DOA Ramp Certification. Ramp Certification will be evidenced by a "D" sticker placed on the face of the badge by the DOA Security department.
 - 7.1 **Ramp Certification.** City will require Airport Driver Safety Training and Ramp Certification for all personnel required to operate a motor vehicle in the AOA. This can be obtained by completing an Airport Driver Safety Training Course administered by the Airport Operations Division. These drivers shall only operate vehicle on the approved NLVR's & Aprons, excluding the Aircraft Movement Area. Contractor shall contact Airport Operations, at (404)530-6620 during normal business hours to schedule the training session.
 - 7.2 Except where noted, all vehicles operating within the AOA shall carry a minimum liability insurance coverage amount of TEN MILLION DOLLARS (\$10,000,000.00).
 - 7.3 Contractor shall mark all vehicles and construction equipment, including those of subcontractors, in a manner as required by the Department of Aviation and consistent with Transportation Security Regulations (TSR).
 - 7.4 All vehicles operating within the AOA must display permanent signage, legible and visible from a sight distance of five hundred (500) feet on both sides of the vehicle. MAGNETIC SIGNS ARE PROHIBITED FROM USE IN THE AOA.
- 8 **Protocols for Contractor Escorting.** Prime contractor must incorporate escorting protocol with Security Plan submitted for approval by the Security Manager. The Security Manager must approve any exceptions. Contractor must attach a map of work area(s) and routes to access the work area(s) to project security plan submitted to the Aviation Security Division for approval. Contractor may contact DOA Security Manager at (404) 530-6667 during normal operating hours. These requirements cover security escorting of unbadged personnel through airport security gates. The requirements for escorting onto the Aircraft Movement Area (AMA) and for crossing-guards on the airfield are included in the Technical Specifications.
 - 8.1 All escorted vehicles and personnel must remain under the direction of authorized escorting personnel at all times.
 - 8.2 Contractor and escorted personnel shall have no Terminal or Concourse access.
 - 8.3 Escorting is limited to an Airport SIDA badged prime Contractor or an Airport SIDA badged escorting subcontractor approved by the Security and Operations Managers to perform escorting duties. The individuals involved in escorting shall perform no other services other than escorting while in service. No other subcontractors will be allowed to escort any vehicle(s).
 - 8.4 Escorting person(s) must have a SIDA badge.

- 8.5 Designated badged prime Contractor employees approved or badged escorting subcontractor must escort prime Contractor employees and subcontractors' employees to all work sites. Once at the work site, badged employees, prime or subcontractors', may supervise unbadged employees, not to exceed five (5) employees per one (1) SIDA badged employee.
- 8.6 All personnel (badged or escorted) must have an employee photo ID displayed on the outermost garment, waist high or above. The employee badge must contain the employee's name, Contractor's name and project number or name. All escorted personnel must remain under the control of person(s) with an Atlanta SIDA badge at all times while in the SIDA.
- 8.7 Maximum vehicular escort—one (1) prime contractor vehicle or approved badged escorting subcontractor is permitted to escort two (2) subcontractor vehicles.
- 8.8 All vehicles requiring escort must access and egress the AOA through Pre-approved gates. Vehicles requiring escort shall not be permitted access or egress through any other entry or exit point within the AOA for any reason whatsoever.
- 8.9 All escorted vehicles must obtain a permit, valid for up to ten (10) hours, at Gate 59. The obtaining of a permit, however, shall not relieve a vehicle from the requirement of being escorted as set forth herein.
- 8.10 In the event an escorted vehicle requires a time limit extension, the vehicle, and its original operator, must return to Gate 59 to obtain a time limit extension to complete work in the AOA secure or sterile area. Time limit extension shall not exceed an additional ten (10) hour period under any circumstances.
- 9 Construction Contracts Within Sterile Area (Inside Terminal, Concourses)
- 9.1 Highest level of Security required.
- 9.2 All employees of prime Contractor and subcontractor, must be badged to work in the sterile area.
- 9.3 If escorting of unbadged Contractors and or subcontractors is required, an approved sponsor agency (DOA, AATC, IAC, HACM, HCM, etc.) must perform escort full time.
- 9.4 For any work requiring access to the sterile area (beyond the Passenger Screening Checkpoint area and on Concourses), a tool inventory must be conducted daily by the prime Contractor or designated representative. A copy of this inventory should be provided to the construction manager or project manager for verification. In general, tools will not be allowed to pass through the checkpoint area.

- 10 Restricted AOA Access.** Contractor shall allow passage into the AOA or secured area through its access point to persons, vehicles, and equipment displaying identification of the DOA or provide an escort for each person or vehicle not displaying proper identification. Escort vehicles must be insured as specified per Exhibit D, Insurance and Bonding Capacity. Escorted vehicles need not carry the aforementioned coverage but must carry the minimum amounts of insurance required by Georgia Law. However, insurance coverage of escort vehicles must provide coverage as specified by Exhibit D for vehicles being escorted.
- 11 Visual Aids.** In the event of the possibility of contact with the AOA or secured area, Contractor shall establish a system of visual aids for marking and delineating the limits of required clearances adjacent to active runways, taxiways, and NAVAIDS during both day and night time work, subject to City's approval prior to the start of any work under this Contract. The approved system of marking and delineating shall be installed, maintained and protected at all times.
- 12 Tools and Materials.** Contractor shall create and maintain an inventory of all tools and materials utilized within the SIDA, terminal building, Federal Inspection Service (FIS), and AOA.
- 12.1** All tools and materials shall be stored and maintained in a secured manner to prevent unauthorized use, within pre-designated areas within the secured areas of the airport. Storage designations shall be obtained by the Contractor and/or subcontractor, prior to mobilization, by contacting the DOA Properties Division at (404) 209-2945. Change requests for storage designation may be approved only through the DOA Properties Division with notification and concurrence from the DOA Security Division. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.
- 12.2** All tools and materials must be secured to prevent unauthorized use at all times within the secured areas of the Airport and/or the AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.
- 12.3** Any and all job-specific or unusual tools and/or materials shall be presented to the security authority at point of entry gate when accessing and/or egressing the SIDA and/or AOA. Failure to comply with this requirement may result in the termination of Contractor's or subcontractor's contract and disqualification from working on construction contracts within secured areas of the Airport.
- 12.4** All vehicles shall remain subject to search while within the secured areas of the Airport and/or the AOA at all times. Vehicles may also be searched prior to entry to the secured areas of the Airport. The possession of weapons and other prohibited items may result in criminal or civil charges in accordance with applicable laws.

- 13 Terminal/Curbside.** A maximum of two (2) Contractor vehicles or two (2) subcontractor vehicles may be permitted in a work area at any given time, subject to the approval of the Atlanta Police Department, and the DOA Security. In the event one (1) Contractor vehicle is present, then no more than one (1) subcontractor vehicle may be present at the same time, and vice versa.
- 13.1** Debris removal may be allowed from curbside with special permission by the DOA Security Department.
- 13.2** When parked at curbside, at least one (1) badged employee must remain with the vehicle at all times. Vehicles must be removed as expeditiously as possible in all cases.
- 13.3** Areas surrounding vehicles accessing curbsides must be kept clean at all times.
- 13.4** For purposes of obtaining Terminal or Curbside access, the APD Airport Section shall be contacted by dialing (404) 530-6630 24 hours in advance of the desired access time.
- 14 Staging Areas.** The Contractor's Construction staging area shall be identified on the plans.
- 15 Federal Inspection Service Areas.** For any or all work conducted within Federal Inspection Service (FIS) areas, Contractor shall submit FIS Authorization requests to the **U.S. Customs Service (404) 765-2300**. The request shall detail the names of employees, description and area of work, work schedule, and any other relevant information to the DOA Security Department.
- 15.1** Contractor shall be responsible for obtaining the appropriate approvals and special SIDA badge FIS access decals from the appropriate Federal authorities. Special SIDA badge FIS access decals will not be required in if one (1) or more U.S. Customs Agent(s) are present at the work site at all times.
- 16 Security Checkpoints.** Contractor and subcontractors shall maintain awareness among all employees, and at all times, that all Security Checkpoints are now under Federal jurisdiction rather than privately contracted Security agents. In general, contractors will not be allowed to carry tools and construction materials through the passenger security screening points.
- 16.1** Questions regarding Federal Security Checkpoints shall be directed to (404) 763-7437 or (404) 530-2150.

EXHIBIT G

CUSTOMER SERVICE STANDARDS

Employee Attitude

All Employees Shall:

- ♦ Provide a friendly, professional, verbal, audible greeting to customers, including solid eye contact and a sincere smile;
- ♦ Speak clearly and enunciate fully to assure customer understanding;
- ♦ Extend full attention to customers at all times during the interaction by being alert and expressing an "I care" attitude;
- ♦ *Proactively* assist Airport patrons who appear in need of help, directions and assistance;
- ♦ Be knowledgeable about the various shuttle routes and destinations to assist customers unfamiliar with the airport.

Employee Appearance

- ♦ Maintain a well-groomed, neat, professional, clean appearance at all times.
- ♦ Limit accessories to those that are conservative, businesslike and professional.
- ♦ Wear name badge and company identification while on Airport property.
- ♦ Employees must be in approved uniform at all times while on Airport property including name and identification badges.
- ♦ Uniforms must be clean and neat at all times, freshly laundered daily, and free of wrinkles, stains, tears, etc.
- ♦ Uniforms will be free of excessive wrinkles and shirts will be neatly tucked inside pants.
- ♦ Employee's fingernails must be clean, trimmed, and no longer than 1 inch in length.

Employee Knowledge

- ♦ Employees are to be sensitive to foreign-language speakers and special-needs customers at all times and be extra diligent in servicing and responding to such customers.

Employee Conduct

- ◆ Personal use of radios/recorders/cell phones are not permitted while on duty.
- ◆ Employees will be respectful to others and act in a civil, courteous manner at all times by putting the Airport customers first with regards to entering shuttles queues and busses, and refrain from loud, boisterous, annoying behavior including slang, foul or inappropriate language.
- ◆ Employees must respond positively to Airport/customer concerns/complaints by listening carefully, and remaining calm and objective to resolve the customer's issue.

APPENDIX A - OFFICE OF CONTRACT COMPLIANCE REQUIREMENTS



CITY OF ATLANTA

Kasim Reed
Mayor

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

OFFICE OF
CONTRACT COMPLIANCE
Hubert Owens
Director
h Owens@atlantaga.gov

05/23/2014

RE: Project No.: FC# 7484 – Ground Transportation Terminal to Terminal Shuttle
Operation

Dear Prospective City of Atlanta Bidder:

The above referenced contracting opportunity has been designated for competition by and between City of Atlanta Certified Small Business Enterprises (SBEs) only. The Office of Contract Compliance (OCC) information is an integral part of every City of Atlanta bid. All Bidders are required to make efforts to demonstrate compliance with all program requirements at or prior to the time of Bid opening, or upon request by OCC. Sheltered market program requirements mandate that the successful City of Atlanta Certified SBE awardee self perform a percentage of the work scope associated with the contract. The successful proponent will receive participation credit for the dollar value of its' self performance. Bidders are required to ensure that all prospective subcontractors, vendors, suppliers and other potential participants are not denied opportunities to compete for work on a City contract and afford all firms, including Small Business Enterprises (SBE) opportunities to participate in the performance of the business of the City to the extent of their availability, capacity and willingness to compete. Pay close attention to the specific SBE sheltered market goals for this project and the SBE sheltered market program reminders listed on page 5.

Additionally, as the City of Atlanta is developing its Small Business Enterprise database, prime bidders are encouraged to utilize OCC's self certification application to achieve SBE certification. All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to NAICS Code: 485999 (All Other Transit and Ground Passenger Transportation (Airport limousine services (i.e., shuttle) [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing "Title 13- Business and Credit" from the browse-able drop down field.

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

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

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CITY OF ATLANTA
SMALL BUSINESS ENTERPRISE SHELTERED MARKET
POLICY STATEMENT

It is the policy of the City of Atlanta to promote full and equal business opportunity for all persons doing business with the City. On a contract by contract basis, the director of the office of contract compliance in consultation with the Chief Procurement Officer will designate certain procurements as **sheltered market procurement opportunities**. The purpose of the Small Business Enterprise Sheltered Market Program is to ensure that the City of Atlanta has a robust race-neutral approach to promoting full and equal business opportunity for all persons doing business with the City of Atlanta. Additionally, The City seeks to promote the growth and development of small businesses through mandated self performance of minimum threshold portions of the scope of the contracting opportunities. The City believes this approach assists in its' effort to promote commerce by assisting SBEs to actively participate in the City's procurement process, and ensure that the City of Atlanta utilizes programs that provide it with the best possible resources. SBE sheltered market requirements and goals for this project are set forth on page 4.

Implementation of SBE Sheltered Market Policy

The sheltered market designation shall be made only when there is a reasonable expectation that bids will be obtained from at least three responsible COA certified SBEs and that the award will be made at a fair market price. The director of the Office of Contract Compliance and Chief Procurement Officer may agree, with consultation and agreement with the Commissioner of the user agency or his or her designee, to designate certain contracts of a pre-determined expected dollar value for **competition by and between SBEs only**, except for those contracts pertaining to Municipal Street Systems, as described in O.C.G.A. § 32-4-1 et seq., pertaining to public works construction as described in O.C.G.A. § 36-91-1 et seq. or other projects for which a sheltered market would conflict with state law. A sheltered market procurement of a single acquisition or a class of acquisitions may be total or partial. The director of the Office of Contract Compliance and the Chief Procurement Officer may designate a portion of an acquisition as a sheltered market procurement, except for construction.

OCC Review of Bidder Submissions

The Office of Contract Compliance shall determine whether a Bidder has satisfied “certified SBE prime proponent” requirement of the sheltered market program. All proponents for an SBE sheltered market procurement must be SBE certified by the Office of Contract Compliance or have an application pending on or before bid due dates. Where applicable, OCC will determine whether a certified SBE prime proponent has satisfied the good faith efforts requirement of section 2-1372 based on its review of the Covenant of Non Discrimination, the Outreach Efforts Documentation, the SBE Project Participation Plan, and its review of other relevant facts and circumstances. In reviewing the documents submitted by a Bidder to determine whether the Bidder has satisfied the good faith outreach practices requirement of this section, the Office of Contract Compliance will consider, among other things, the total project dollars self performed, subcontracted to, and/or expended for services performed by all businesses (including certified SBEs), whether such businesses perform Commercially Useful Functions in the work of the contract based upon standard industry trade practices, whether any amounts paid to Supplier businesses are for goods customarily and ordinarily used based upon standard industry trade practices, and the availability of certified SBEs within the relevant NAICS Codes for such Eligible Project.

Small Business Enterprise Program Bid/RFP Submittals

The Covenant of Non Discrimination, the Outreach Efforts Documentation (where applicable), and any other SBE Sheltered Market Project information required by OCC in the solicitation document must be completed in their entirety by each Proponent and submitted with the other required Bid/RFP documents in order for the Bid/RFP to be considered responsive. All SBE prime proponents seeking to receive participation credit must be certified by the City of Atlanta OCC, or have an application pending at the time of the solicitation due date. Failure to timely submit these forms, fully completed, will result in the Bid/RFP being considered as non-responsive, and therefore, excluded from consideration.

Monitoring Of SBE Sheltered Market Policy

Upon execution of a contract with the City of Atlanta, the successful bidder's SBE Sheltered Market Project Participation Plan will become a part of the contract between the bidder and the City of Atlanta. The SBE Sheltered Market Project Participation Plan will be monitored by the City of Atlanta's Office of Contract Compliance for adherence with the plan. The successful bidder will be required to provide specific information on a monthly basis that demonstrates the accuracy of reported self performance dollars and percentages, the use of subcontractors and suppliers where applicable as indicated on the SBE Sheltered Market Project Participation Plan. The failure of the successful bidder to provide the specific information by the specified date each month shall be sufficient cause for the City to evoke penalties as set forth in the City of Atlanta Code of Ordinances, Section 2-1373.

Implementation of EEO Policy

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

Monitoring of EEO Policy

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

First Source Jobs Program Policy Statement

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

**Michael Sterling, Interim Executive Director
First Source Jobs Program
Atlanta Workforce Development Agency
818 Pollard Boulevard
Atlanta, GA 30315
(404) 546-3001**

Small Business Enterprise Sheltered Market Goals for this Project

Project No.: FC# 7484 – Ground Transportation Terminal to Terminal Shuttle Operation

The FC# 7484 – Ground Transportation Terminal to Terminal Shuttle Operation project has been designated as a sheltered market opportunity for certified small business enterprises (SBEs). Therefore, there will be no mandatory subcontractor participation goals included in this solicitation. However, if the COA certified SBE Prime Proponent does not indicate that they will self perform the entire scope of this project, they are required to self perform a minimum of 50%. Additionally, the proponent must document good faith non discriminatory outreach efforts with the purpose of contracting with other COA certified SBE firms such that the combined value of their self performance plus the scope performed by other COA certified SBE firms is equal to at least 35% of the overall contract value – inclusive of any miscellaneous modifications. For the purposes of this specific project, COA certified SBE firms must not have annual revenue receipts in excess of \$14,000,000.

All firms interested in bidding on this project must be certified as a SBE with the City of Atlanta or have an application for SBE certification submitted to OCC no later than the date and time of the bid opening. City of Atlanta Certified SBE prime proponents must meet the size standards of the United States Small Business Administration Guidelines related to NAICS Code: 485999 (All Other Transit and Ground Passenger Transportation (Airport limousine services (i.e. shuttle) [see 13 C.F.R. § 121.201 (and further explained in 13 C.F.R. §§ 121.104 through 121.107)]. These requirements may be accessed via the internet by visiting: <http://ecfr.gpoaccess.gov/> and choosing “Title 13- Business and Credit” from the browse-able drop down field.

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

Please be reminded that no Bidder shall be awarded a contract on an Eligible Project unless the Office of Contract Compliance determines that the Bidder has satisfied the good faith efforts requirement of section 2-1372 on such Eligible Project. Details of the OCC review process for determination of non-discrimination are detailed on pages 2 and 3 of this document.

Small Business Enterprise Sheltered Market Program Reminders

1. Certification. It is the prime contractor proponent's responsibility to verify that their own SBE certification and those included on their SBE Sheltered Market Project Participation Plans are current and valid. COA SBE certification with the City of Atlanta's Office of Contract Compliance may be obtained by filing with OCC a self-certification form or a letter or other documentation from the United States Small Business Administration that establishes that the firm qualifies as an 8(a) firm or HUBZone firm.
2. Reporting. The successful bidder must submit monthly SBE participation reports to the Office of Contract Compliance.
3. Subcontractor Contact Form. It is required that bidders list and submit information on all subcontractors they solicit for quotes, all subcontractors who contact them with regard to the project, and all subcontractors they have discussions with regarding the project. Failure to provide complete information on this form will result in your bid being declared non-responsive.
4. SBE Ordinance. The SBE Program is governed by the provisions of the SBE Ordinance set forth in the City of Atlanta Code Division 9 section 2 - 1356 through 2 -1377. The ordinance can be obtained from the City of Atlanta Clerk's Office at (404) 330-6032.
5. Supplier Participation. In order to receive full SBE credit, suppliers must manufacture or warehouse the materials, supplies, or equipment being supplied for use on the Eligible Project.

COVENANT OF NON-DISCRIMINATION

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

Signature of Attesting Party

Title of Attesting Party

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

Notary Public

Seal

First Source Job Information

Company Name: _____

FC No.: _____

Project Name: _____

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

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

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

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

Company Representative: _____

Phone Number: _____

First Source Jobs Agreement

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

This _____ day of _____, 201__.

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

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

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

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

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

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

_____ Contractor

FORM 5

APPENDIX B – ILLEGAL IMMIGRATION REFORM & ENFORCEMENT ACT AFFIDAVITS

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH ATL CONSTRUCTION MANAGEMENT PARTNERS, A JOINT VENTURE COMPRISED OF CH2M HILL, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION AND PARSONS TRANSPORTATION GROUP, INC. FOR PROJECT NUMBER FC-8640, CONSTRUCTION MANAGEMENT SUPPORT SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$12,000,000.00 TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE DEPARTMENT OF AVIATION ON A TASK ORDER BASIS; ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAE0: 18111310 (OTHER DIRECT COSTS PROJECT) 200 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING / PROFESSIONAL SERV) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING / PROFESSIONAL SERV) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”), as owner and operator of Hartsfield-Jackson Atlanta International Airport (“H-JAIA”), has undertaken a Capital Improvement Program to accommodate increasing passenger traffic; and

WHEREAS, the City wishes to maintain the Airport as a key regional economic engine into the future; and

WHEREAS, the City did solicit a Request for Proposals from qualified consulting firms for FC-8640, Construction Management Support Services at Hartsfield-Jackson Atlanta International Airport; seeking assistance, as required, to perform Professional Construction Management Support Services in conjunction with and as requested by the Department of Aviation, including Professional Support Services in monitoring the overall control and progression of the construction work to facilitate completion of each construction project within the construction budget and schedule of the project (the “Project”); and

WHEREAS, after review and evaluation of the Proponent’s qualifications, and analysis of the technical Proposals, the Department of Aviation Evaluation Committee, supported by the Department of Procurement and the Aviation Procurement Unit, has completed their evaluation of the proposals; and

WHEREAS, the Aviation General Manager and the Chief Procurement Officer have recommended that the Contract for FC-8640, Construction Management Support Services be awarded to the most responsive and responsible Proponent, as determined by the Evaluation Committee, ATL Construction Management Partners (“ACMP”), a Joint Venture comprised of CH2M Hill, Inc.; Rohadfox Construction Control Services Corporation; and Parsons Transportation Group, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute on behalf of the City of Atlanta Contract FC-8640, Construction Management Support Services with ATL Construction Management Partners, a Joint Venture in an amount not to exceed \$12,000,000.00 to assist the Department of Aviation with Professional Construction Management Support Services for Projects at Hartsfield-Jackson Atlanta International Airport based on actual hourly rates times the agreed upon multiplier or otherwise agreed to per the Contract.

BE IT FURTHER RESOLVED, that the term of the Contract shall be for five (5) years, with two (2) five (5) year renewal options at the sole discretion of the City.

BE IT FURTHER RESOLVED, that funding for Fiscal Year 2017 and remaining terms, including any option years, will be established annually in accordance with the terms of the Contract, and will be contained in the Department of Aviation (“DOA”)’s Annual Capital Budget.

BE IT FURTHER RESOLVED, that the Aviation General Manager or his designee are each authorized to issue to ATL Construction Management Partners, a Joint Venture Task Order(s) under the Contract up to the collective amount of all monies legislatively authorized under it pursuant to Code Section 2-1111.

BE IT FURTHER RESOLVED, that all contracted services will be charged to and paid from PTAE0: 18111310 (Other Direct Costs Project) 200 (Task) 550291249 (DOA R N E 9999) 5212001 (Consulting / Professional Serv) and FDOA: 5502 (Airport Renewal and Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5212001 (Consulting/Professional Serv) 7563000 (Airport) 111310 (Other Direct Costs Project) 91249 (DOA R N E 9999).

BE IT FURTHER RESOLVED, that the City Attorney is directed to prepare a Contract for execution by the Mayor.

BE IT FINALLY RESOLVED, that the Contract 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 ATL Construction Management Partners, a Joint Venture.

CITY COUNCIL
ATLANTA, GEORGIA

16-R-4698

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH ATL CONSTRUCTION MANAGEMENT PARTNERS, A JOINT VENTURE COMPRISED OF CH2M HILL, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION AND PARSONS TRANSPORTATION GROUP, INC. FOR PROJECT NUMBER FC-8640, CONSTRUCTION MANAGEMENT SUPPORT SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$12,000,000.00 TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE DEPARTMENT OF AVIATION ON A TASK ORDER BASIS; ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAE0: 18111310 (OTHER DIRECT COSTS PROJECT) 200 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING / PROFESSIONAL SERV) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING / PROFESSIONAL SERV) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

Workflow List:

Kristen M. Rectenwald	Completed	11/17/2016 12:27 PM
Roosevelt Council	Completed	11/17/2016 12:30 PM
Finance	Completed	11/17/2016 12:46 PM
Procurement	Completed	11/17/2016 2:19 PM
Adam Smith	Completed	11/17/2016 3:10 PM
Mayor's Office	Completed	11/17/2016 3:16 PM
Office of Research and Policy Analysis	Completed	11/22/2016 2:20 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Atlanta City Council	Pending	12/05/2016 1:00 PM
Mayor's Office	Pending	

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 10/28/16

Anticipated Committee Meeting Date(s): 11/16/16

Anticipated Full Council Date: 11/21/16

Legislative Counsel's Signature: Kristen Reutenwald *Kristen M Reutenwald*

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

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

Chief Procurement Officer Signature: [Signature] *Richard L Smith*

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT WITH ATL CONSTRUCTION MANAGEMENT PARTNERS, A JOINT VENTURE COMPRISED OF CH2M HILL, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION AND PARSONS TRANSPORTATION GROUP, INC. FOR PROJECT NUMBER FC-8640, CONSTRUCTION MANAGEMENT SUPPORT SERVICES AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT, IN AN AMOUNT NOT TO EXCEED \$12,000,000.00 TO PROVIDE CONSTRUCTION MANAGEMENT SUPPORT SERVICES FOR THE DEPARTMENT OF AVIATION ON A TASK ORDER BASIS. ALL SERVICES WILL BE CHARGED TO AND PAID FROM PTAEO: 18111310 (OTHER DIRECT COSTS PROJECT) 209 (TASK) 550291249 (DOA R N E 9999) 5212001 (CONSULTING/PROFESSIONAL SERV) AND FDOA: 5502 (AIRPORT RENEWAL AND EXTENSION FUND) 180201 (DOA AVIATION CAPITAL PLANNING & DEVELOPMENT) 5212001 (CONSULTING/PROFESSIONAL SERV) 7563000 (AIRPORT) 111310 (OTHER DIRECT COSTS PROJECT) 91249 (DOA R N E 9999); AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: \$12,000,000 00
 (see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: 11/8/16 (date) Received by LC from CPO: _____ (date)

Received by Mayor's Office: 11/4/16 (date) Reviewed by: [Signature] (date)

Submitted to Council: _____ (date)

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.:

B. To be completed by the department:

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

A Resolution authorizing the Mayor or his designee to execute an Agreement with ATL Construction Management Partners (“ACMP”), a Joint Venture comprised of CH2M Hill, Inc.; Rohadfox Construction Control Services Corporation; and Parsons Transportation Group, for Project Number FC-8640, Construction Management Support Services at Hartsfield-Jackson Atlanta International Airport to provide Professional Construction Management Services for the Department of Aviation on a Task Order basis, in an amount not to exceed \$12,000,000.00 for FY 2017.

The Scope of Services will include Construction Management, Inspection and other Services that include a wide variety of skills and capabilities. The services will be scalable to meet the needs of the Department of Aviation (“DOA”). The intent of this Contract will be to provide services that will augment DOA staff and report directly to the DOA.

2. Please provide background information regarding this legislation.

The current Construction Management Services Contracts were extended to March 25, 2017. In 2012, DOA began a new Master Plan Study to identify the Airport’s Capital Program needs through 2035. Some of the key findings to date in this planning process include:

- Forecast of 120 million annual passengers and 1,075,300 operations in the year 2031

- A deficit of 33 gates by 2031
- Delays of up to an average of 25 minutes per operation during poor weather conditions by 2031 and a desire to confirm how a sixth runway could improve overall airfield efficiency
- A deficit of public and employee parking
- A need to expand air cargo capabilities
- A desire to add additional end around taxiways where feasible to improve operational efficiencies

In addition to the Capital Improvements being identified in the Master Plan, a concurrent effort has been underway to identify a Renewal and Replacement Program for the Airport's approximately \$7B worth of existing assets. DOA has used a combination of programmed databases and detailed field assessments to tabulate the most likely facility replacement or upgrades required in each year for the next ten (10) years.

Therefore, DOA desires to contract with a new Construction Management Firm for the newly identified program.

3. If Applicable/Known:

- (a) **Contract Type:** Construction Management Services
- (b) **Source Selection:** Request for Proposals (RFP)
- (c) **Bids/Proposals Due:** 02/11/2016
- (d) **Invitations Issued:** 12/08/2015
- (e) **Number of Bids/Proposals Received:** Four (4)
- (f) **Bidders/Proponents:** ATL Construction Management Partners (ACMP); Collaborative Construction Management Solutions (CCMS); Atlanta Airport Alliance Construction Management, Inc. (A3CM); and Harrington George Dunn Consulting Engineers, LLC/Delon Hampton & Associates, Chartered/LCW Engineering, Inc. (HGD/DHA/LCW)
- (g) **Term of Contract:** 5 Years with two (2) five (5) year renewal option at the City's sole discretion.

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

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

6. **FISCAL IMPACT:** \$12,000,000.00

Cost will be covered by the Department's current year budget

Budget neutral – no monetary impact

Cost not anticipated in the Department's current year budget – see account string in legislation

Or

Note

7. **Method of Cost Recovery:** N/A

8. **Approvals:**

DOF: Yes

DOL: Yes

This Legislative Request Form Was Prepared By: Marsha Love-Brown, P&D Contracts

Contact Number: 404.382.1127



Kasim Reed
Mayor

Roosevelt Council, Jr.
Interim Airport General Manager

MEMORANDUM

TO: Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP, CPIC, CISCC, CIGPM, CPPC
Chief Procurement Officer
Department of Procurement

FROM: Roosevelt Council, Jr.
Interim Aviation General Manager
Department of Aviation *RCJ / KOC*

DATE: October 25, 2016

SUBJECT: Contract FC-8640, Construction Management Support Services
Recommendation for Award

As you are aware, on December 08, 2015, the Department of Aviation (DOA) solicited proposals to replace the current Construction Management Services firms whose contracts were extended through March 25, 2017. The DOA Evaluation Committee reviewed four (4) proposals from the following firms: ATL Construction Management Partners (ACMP); Collaborative Construction Management Solutions (CCMS); Atlanta Airport Alliance Construction Management, Inc. (A3CM); and Harrington George Dunn Consulting Engineers, LLC/Delon Hampton & Associates, Chartered/LCW Engineering, Inc. (HGD/DHA/LCW).

On October 24, 2016 the DOA Evaluation Committee, supported by the Department of Procurement (DOP) and the Aviation Procurement Unit, completed the scoring of the proposals. The Department of Aviation recommends award of the Contract for FC-8640 to the following firm:

ATL Construction Management Partners

A Joint Venture comprised of:

CH2M Hill, Inc.;

Rohadfox Construction Control Services Corporation

Parsons Transportation Group



Attached hereto is the Evaluation Committee's Final Evaluation Sheet. The DOA will present Legislation for consideration at the January 03, 2017 City Council session.

If you need additional information please contact, Yanique Swan at (404) 382-2231.

RC/ys
Attachment

cc:	Franklin Rucker	Kathy Masters	Kristen Rectenwald
	Yanique Swan	Anita Williams	Les Page
	Girard Geeter	Marsha Love-Brown	Document Control

Attachment: CMSS FC-8640 - Recommendation for Award (16-R-4698 : CMSS FC-8640)

FC-8640, CONSTRUCTION MANAGEMENT SUPPORT SERVICES		PROPONENTS											
A	Proposals are evaluated based on the criteria set forth in the RFP by a team of evaluators selected from various divisions within the City's Department of Aviation and possibly other City Departments.	Scaling Factor	A3CM		CMP		HGD		CCMS		TOTAL POSSIBLE WEIGHTED		
			Score	Totals	Score	Totals	Score	Totals	Score	Totals	Score	Totals	
			B	A x SC x B	B	A x SC x B							
5	Executive Summary	1	4	20	10	50	2	10	6	30	50	50	
5	Organizational Structure	1	4	20	9	45	2	10	7	35	50	50	
25	Overall Qualifications and Performance on Previous Similar Projects	1	2	50	9	225	2	50	7	175	250	250	
30	Key Personnel	1	2	60	9	270	2	60	7	210	300	300	
10	Management Plan	1	7	70	9	90	3	30	6	60	100	100	
A	Financial Capability	1	10	100	9	90	0	0	9	90	100	100	
15	OCC Program	0.67	15	150	15	150	15	150	15	150	150	150	
100	TOTALS		44	470	79	920	26	310	57	750	1000	1000	

(A) represents the weights of each category represented in the RFP documents.

(B) represents the scores from the evaluators.

(SC) represents the the scaling factor to evenly scale all scores to a 10 point scale.

(A x SC x B) represents the properly weighted and scaled score for each factor.



CITY OF ATLANTA

Kasim Reed
Mayor

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

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, C
CIPC, CISCC, CIGPM, CPPC
Chief Procurement Officer
asmith@atlantaga.gov

November 10, 2016

Mr. Tim Brown
CMSS Director
ATL Construction Management Partners
400 Embassy Row NE., Suite 600
Atlanta, GA 30328

Via E-Mail: tim.brown@ch2m.com

**Re: FC-8460, Construction Management Support Services at
Hartsfield- Jackson Atlanta International Airport**

Dear Mr. Brown:

Congratulations. The City of Atlanta (the "City") has completed its evaluation of Proposals submitted for the above-referenced project. As a result, the City's Departments of Procurement and Aviation will recommend to the City Council and Mayor that a contract for this project be awarded to you.

Please be advised that this letter does not constitute an award of such contract and no award will be deemed to have occurred until all conditions of award set forth in the City's Code of Ordinances have been satisfied, including those conditions set forth in Code Section 2-1102.

If you have any questions regarding this matter, please contact Mr. Leslie Page, Contracting Officer, via e-mail at lp@atlantaga.gov. Thank you for your participation in the City's procurement process and your interest in doing business with the City.

Sincerely,


Adam L. Smith

ALS/lhp



1.21 PROPONENT INFORMATION

ATL Construction Management Partners is the complete legal name of the Proponent.

ACMP consists of a Joint Venture (JV) whose legal entities are CH2M HILL, Inc., Rohadfox Construction Control Services Corporation, and Parsons Transportation Group. The brief history of each entity, contact information, legal structure, and listing of major satellite offices is presented here. Our three JV partners bring key and bench strength staff to the CMSS program with knowledge of H-JAIA as well as experience at similar large hub airports in the U.S. and globally. This knowledge and experience equates to a highly functional team that brings innovation and cost-effective services to DOA.

CH2M HILL, INC.

6600 Peachtree Dunwoody Road
400 Embassy Row, Suite 600
Atlanta, GA 30328
T: (404) 375-3070
F: (770) 604-9183

Contact: Timothy Brown, Vice President and Business Manager, Aviation PM/CM

Legal Structure: Corporation

Major Satellite Offices: Atlanta, Denver, Washington, DC, Spartanburg, Gainesville, Toronto, 150+ offices worldwide

History of the Firm: The original CH2M HILL was founded in 1946 by Oregon engineers Holly Cornell, James Howland, T. Burke Hayes, and Fred Merryfield. In 1971 the firm merged with Clair Hill & Associates to form the global consulting firm CH2M HILL. In November 2011 the firm acquired the British firm Halcrow, bringing together two value-based cultures built on honesty, integrity, and respect. While the history of CH2M in the new millennium is still being written, our enterprise is built on honesty, ethics, financial stability, and morals; a global presence of 24,000 employees in regional offices worldwide; and over \$6B in annual revenue. CH2M has proudly served the City of Atlanta for more than 40 years.

2015 ENR Rankings: #2 CM-for-Fee, #1 Program Management, #3 Airports, 2015 World's Most Ethical Companies for seven consecutive years

ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION

171 17th Street NW, Suite 1625
Atlanta, GA 30363
T: (404) 880-9888
F: (404) 880-9911

Contact: Joy Rohadfox, President and CEO

Legal Structure: Corporation

Major Satellite Offices: Atlanta, Durham, Charlotte, Richmond, Columbia, Washington, DC, Miami, Memphis

History of the Firm: Rohadfox is a woman/minority owned organization specializing in construction and program management. Founded in 1976 by Dr. Ronald O. Rohadfox, PE, the firm's quality of work, integrity, and commitment has built long standing relationships with local, state, and federal governments. For 40 years, Rohadfox has provided solutions to some of the world's most challenging problems, because of its unique ability to recruit, develop, and retain talented resources. Under Joy Rohadfox's leadership, Dr. Rohadfox's daughter, the firm has served the City of Atlanta for 15 years.

Minority Business Enterprise and Female Business Enterprise

PARSONS TRANSPORTATION GROUP

3577 Parkway Lane, Bldg. V, Suite 100
Peachtree Corners, Norcross, GA 30092
T: (770) 446-4900
F: (770) 446-4910

Contact: Bernard Seals, Vice President, East Area Aviation Division

Legal Structure: Corporation

Major Satellite Offices: Atlanta, Pasadena, Washington, DC, 100+ offices worldwide

History of the Firm: Parsons is an engineering, construction, technical, and management services firm headquartered in Pasadena, California. Founded in 1944 by engineer Ralph M. Parsons. Parsons is currently one of the largest such companies in the U.S. with almost 16,000 employees and revenues of \$3.1B in 2014. It is 100% owned by its Employee Stock Ownership Trust. Parsons fulfills its corporate citizenship by applying six core values of safety, quality, integrity, diversity, innovation, and sustainability. For the sixth consecutive year, the Ethisphere Institute—a global leader in defining and advancing the standards of ethical business practices—has named Parsons as a 2015 World's Most Ethical Company®.

2015 ENR Rankings: #5 CM-for-Fee, #5 Program Management, #10 Airports

1.2.2 GENERAL AND SPECIFIC CAPABILITIES AND EXPERIENCE

ACMP Team Capabilities to Deliver the CMSS Scope of Work

The ACMP team of CH2M, Rohadfox, Parsons and its three FBE subconsultants bring complementary skills and expertise in construction management as well as H-JAIA experience that will minimize the learning curve and maximize the **ATLNEXT** program's success. We bring a culture of safety, communication, and collaboration to seamlessly integrate with the DOA P&D organization—our team was specifically formed and tailored to meet the unique requirements of this integration. The capabilities of each of our team members is shown below, with detailed experience, qualifications and performance described in Section I.4.



SERVICES

MARKETS

- ✈ Program Management
- ✈ Project Management
- ✈ Construction Management
- ✈ Design

- » Aviation
- » Highways & Bridges
- » Ports & Maritime
- » Engineering
- » Tunnels
- » Rail & Transit



- ✈ Construction Management
- ✈ Construction
- ✈ Pre-design
- ✈ Design

- » Aviation
- » Environmental
- » Facilities
- » Transportation



- ✈ Program Management
- ✈ Project Management
- ✈ Construction Management
- ✈ Engineering
- ✈ Design

- » Aviation
- » Highways & Bridges
- » Ports & Harbors
- » Rail & Transit



- ✈ Construction Management
- ✈ Special Inspections
- ✈ Engineering

- » Transportation
- » Tunneling
- » Vertical Structures
- » Aviation



- ✈ Program Management
- ✈ Project Management
- ✈ Construction Management
- ✈ Design
- ✈ Engineering
- ✈ Water/Wastewater

- » Facilities
- » Energy
- » Environmental
- » Geotechnical
- » Infrastructure



- ✈ Construction Management
- ✈ Scheduling
- ✈ Energy Conservation
- ✈ Procurement
- ✈ Safety Inspection

- » CONRAC
- » Facilities
- » Aviation
- » Noise

Attachment: CMSS FC-8640 Team Executive Summary (16-R-4698 : CMSS FC-8640)

ACMP Experience at H-JAIA and Large Hub Airports

ACMP understands H-JAIA processes, culture, issues, small business community, and stakeholders through our work at the Airport, providing a shorter start-up transition period and increasing our value to the CM project teams. We are committed to not only meet our diversity goals but provide a greater service to DOA in working with the project team to increase diversity participation for other consultants and contractors. We have delivered similar CM services at some of the largest airports in the U.S. bringing to **ATLNEXT** best practices on similar airport CIP programs. Through this experience, we bring a culture of safety, communication, and collaboration to seamlessly integrate with our airport partners.

ACMP EXPERIENCE

Atlanta Airlines Terminal Corporation

Since 2010, CH2M has provided facilities maintenance and operations services, including Central Passenger Terminal Complex, the International Terminal, Concourses, mechanical plants, train tunnels and passenger mall, Delta GSE, and other building systems.



AT H-JAIA

Hartsfield-Jackson Atlanta International Airport Development Program

Parsons played a significant role in the development, planning, design, and construction of the new 5th runway and numerous other airport improvements.

ACMP EXPERIENCE AT LARGE HUB AIRPORTS



Hartsfield-Jackson Atlanta International Airport Construction Management

Since 2000, Rohadfox has supported the completion of several major projects. All projects have been successfully completed while the Airport remains open to passenger traffic and operation under FAA laws and regulations.

Project	TIC	Airfield	Terminal / Concourse	Parking Decks	Construction Management Services	Design Assistance Services	QA/QC Services	Safety	Document Control	Special Inspections	Expanding / Contracting Workforce
Hartsfield-Jackson Atlanta International Airport	\$4.8B	→	→	→	→	→	→	→	→	→	→
Seattle-Tacoma International Airport	\$4.4B	→	→	→	→	→	→	→	→	→	→
Baltimore/Washington International Thurgood Marshall Airport	\$1.7B	→	→	→	→	→	→	→	→	→	→
Los Angeles World Airports	\$723M	→	→	→	→	→	→	→	→	→	→
Miami International Airport	\$1.9B	→	→	→	→	→	→	→	→	→	→
Raleigh-Durham International Airport	\$631M	→	→	→	→	→	→	→	→	→	→
Metropolitan Washington Airports Authority	\$6.9B	→	→	→	→	→	→	→	→	→	→
San Francisco International Airport	\$2.8B	→	→	→	→	→	→	→	→	→	→
Fort Lauderdale-Hollywood International Airport	\$791M	→	→	→	→	→	→	→	→	→	→
Abu Dhabi International Airport	\$10.5B	→	→	→	→	→	→	→	→	→	→



I.2.3 EQUAL BUSINESS OPPORTUNITY (EBO) GOALS

ACMP fully supports the City's EBO goals and will seamlessly transition from the current CMSS program into strategic opportunities and economic growth for local businesses and communities at-large. Consistent with the City's concept, ACMP focuses on the essential areas of overall diversity of minority and disadvantaged businesses as well as outreach programs to ensure the communities are apprised of the program's key elements. We will be a proud partner in extending H-JAIA's leading reputation in creating opportunity and leveling the playing field.

ACMP includes Rohadfox Construction Control Services, a JV partner, as 23% of our minority business enterprise (MBE) goal. Rohadfox brings significant benefits to the team in that it performs CM services as part of its core company function, and has been an active partner as part of a current JV performing CM services at H-JAIA.

Essential Subconsultants

The strategic development of ACMP and its team focused on ensuring that each firm contributes meaningful services to the CMSS contract, as well as providing opportunity for measured growth in accordance with the spirit of the City's EBO program. We selected our essential subconsultants because they are valued, local, innovative firms, whose talents make our team better suited to serve DOA.

ACMP is committed to developing the quality and capabilities of all EBO firms over the course of our services, beginning with the three Female Business Enterprises (FBE) shown here. Each firm brings outstanding credentials in their areas of involvement. Our FBE participation is made up of these three firms performing services as essential subconsultants to the JV, contributing 13% to our goal. A letter from each subconsultant, indicating that they concur with their role and responsibility, is provided at the end of this section.



Complying with and Advancing the City's EBO Goals

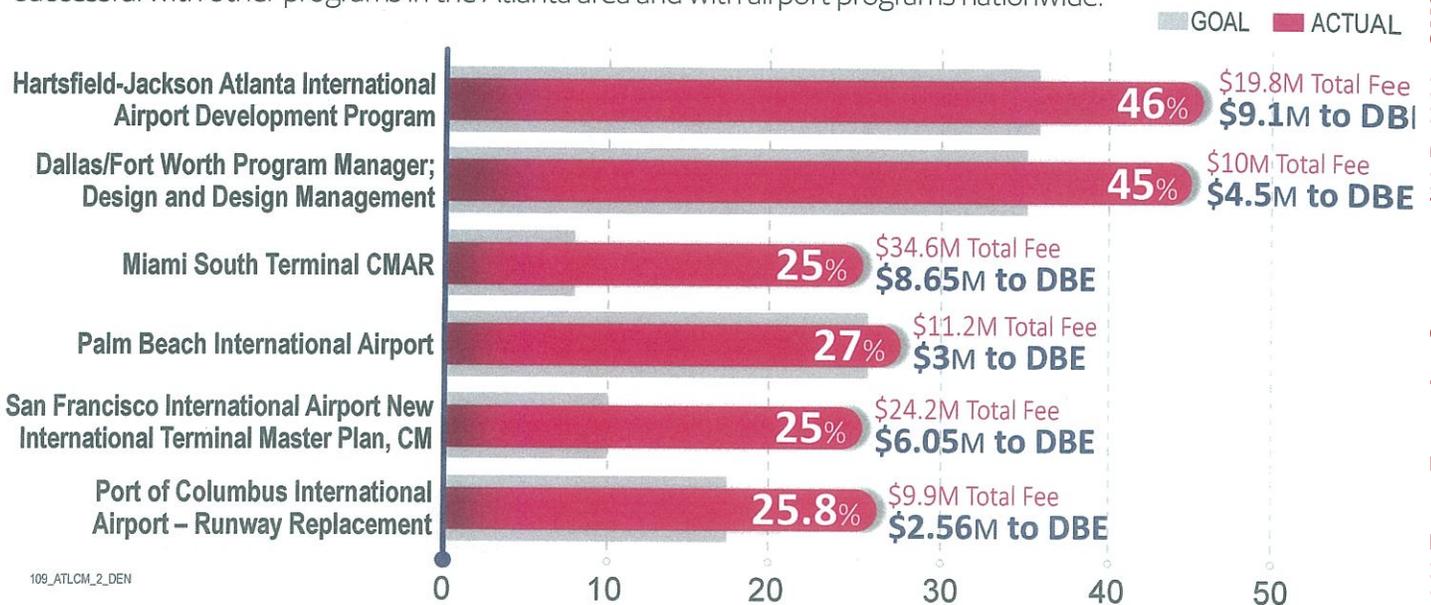
ACMP's EBO engagement strategy is focused on several key points:

- » Collaborate with firms with proven track records of delivering quality.
- » Ensure firms have some aspect of construction management as a core discipline of their company to ensure meaningful participation on **ATLNEXT** projects.
- » Develop a mentor-protégé relationship with firms to ensure capacity and capabilities are greater at the end of the program than when they became a member of ACMP.

We will accomplish the above by:

- » **Developing and monitoring a skills inventory for all ACMP firms**, so that our leadership has an up-to-date listing of our full capabilities at all times. This will benefit H-JAIA through not only inclusion and diversity success, but by drawing on a deeper pool of talent and resources, DOA will always have options for staff augmentation and rapid responses where the situation warrants.
- » **Continuous monitoring of EBO goals** through our controls process, so that the City has real time reporting data on this key metric. This information will be proactively managed by our EBO Manager/First Source Liaison so that any deviation from compliance with the goals is immediately communicated and a corrective action plan can be developed before a small diversion grows to an unmanageable problem.

By understanding what our minority firms need to succeed through growth in capacity and capability, development of a specific plan ensures success. Our plan for compliance with the City's EBO goals has proven successful with other programs in the Atlanta area and with airport programs nationwide:



109_ATL_CM_2_DEN

For the long-term viability of local M/FBE businesses, our team will replicate key elements of the successful Mentor-Protégé Program. ACMP will leverage its existing relationships with Georgia Minority Supplier Development Council (GMSDC), Georgia Tech Enterprise Innovation Institute, the Greater Atlanta Economic Alliance (GAEA), as well as other agencies throughout the region. These relationships help the City facilitate growth for minority and disadvantaged businesses, and increase capacity for high-quality work, with initial focus at the Atlanta Airport/Metro Atlanta Region. Our approach is scalable and focuses on M/FBE long-term fiscal health and sustainability. Additional components are technology innovation, capacity building, operational efficiency, business development, and other areas deemed essential for disadvantaged businesses. Key elements of our approach include:

- » Work through DOA's diversity lead and the PMSS to advance diversity programs and initiatives.
- » Support the project team in stimulating and managing inquiries from all contractors bidding on work and familiarize them with H-JAIA requirements.
- » Work closely with GAEA to leverage its success over the past 14 years and ensure seamless transition of components deemed essential for the Airport and all constituents.
- » Work with DOA's diversity lead and the PMSS to improve the tracking and analysis programs for M/FBE performance on ACMP's professional services and construction contracts.

Attachment: CMSS FC-8640 Team Executive Summary (16-R-4698 : CMSS FC-8640)

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AIRPORT USE LICENSE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION FOR PASSENGER AIR SERVICE OPERATIONS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") owns and operates Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, Jetblue Airways Corporation ("Airline"), desires to provide Passenger Air Service from Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, in furtherance of its plan to operate such flights, Airline desires to enter into an Airport Use and License Agreement with the City of Atlanta ("City") as a passenger carrier serving the Airport; and

WHEREAS, the Aviation General Manager believes that it is in the best interest of the Airport and the City to enter into an Airport Use License Agreement with Airline, as hereinafter set forth, and recommends the execution of such an Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor be and hereby is authorized to execute on behalf of the City of Atlanta appropriate Airport Use and License Agreement with this Airline, which shall contain the following terms, conditions and provisions:

- 1) A term effective as of February 1, 2017 and ending September 30, 2017; provided that either party may terminate the agreement by giving at least 30 days prior written notice to the other party; and
- 2) A landing fee to be computed at the then current Landing Fee Rate, which rate will be applied per 1,000 pounds of the Federal Aviation Administration (FAA) Maximum Certificated Gross Landing Weight of each aircraft scheduled to land at the Airport. The Landing Fee Rate shall be subject to adjustment from time to time at the discretion of the City acting through its Aviation General Manager. Such adjustments shall be to levels comparable to the Landing Fee Rates charged similarly classified airlines at the Airport; and
- 3) Such other terms, conditions, and provisions as may be required by City ordinances or Federal regulations or which are otherwise deemed appropriate by the Aviation General Manager.

BE IT FURTHER RESOLVED, that the City Attorney be and hereby is has prepared said Agreement for execution by the Mayor, with same to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED, that said Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor and delivered to Airline.

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4699

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AIRPORT USE LICENSE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION FOR PASSENGER AIR SERVICE OPERATIONS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

Workflow List:

Martin Clarke	Completed	11/17/2016 9:48 AM
Roosevelt Council	Completed	11/17/2016 10:07 AM
Mayor's Office	Completed	11/17/2016 11:19 AM
Office of Research and Policy Analysis	Completed	11/22/2016 2:24 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Atlanta City Council	Pending	12/05/2016 1:00 PM
Mayor's Office	Pending	

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 11/10/16

Anticipated Committee Meeting Date(s): 11/30/16

Anticipated Full Council Date: 12/5/16

Legislative Counsel's Signature: Martin Clarke

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

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

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AIRPORT USE LICENSE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION FOR PASSENGER AIR SERVICE OPERATIONS AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: N/A

(sec Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 11.7.16
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

DCOS
11/16/16

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.:

B. To be completed by the department:

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

This Resolution would authorize the City of Atlanta to execute an individual Airport Use License Agreements (AULA) with JetBlue Airways that wishes to begin new Passenger Service to Hartsfield-Jackson Atlanta International Airport (H-JAIA).

2. Please provide background information regarding this legislation.

JetBlue Airways desires to begin serving Hartsfield-Jackson Atlanta International Airport and the Aviation General Manager believes it is in the best interest of the Airport and the City to enter into an Agreement with JetBlue.

3. If Applicable/Known:

- (a) **Contract Type:** Landing Rights for Pax Air Service
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids/Proposals Received:** N/A
- (f) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** February 1, 2017 - September 30, 2017

4. Fund Account Center:

5. Source of Funds:

6. FISCAL IMPACT: N/A

- Cost will be covered by the Department’s current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department’s current year budget – see account string in legislation

Or

Revenue generating infrastructure use contract

Note

7. Method of Cost Recovery:

8. Approvals:

DOF:

DOL:

This Legislative Request Form Was Prepared By: Tony O'Brian

Contact Number: 404-382-2398

AIRPORT USE LICENSE AGREEMENT

Between

The

CITY OF ATLANTA

and

JETBLUE AIRWAYS CORPORATION
(referred to as "AIRLINE")

at

Hartsfield-Jackson
Atlanta International Airport

Atlanta, Georgia

Attachment: JetBlue AULA Lease Agreement (16-R-4699 : JetBlue AULA)

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Attachment: JetBlue AULA Lease Agreement (16-R-4699 : JetBlue AULA)

AIRPORT USE LICENSE AGREEMENT

GEORGIA. . . .FULTON COUNTY & CLAYTON COUNTY

THIS AGREEMENT, made and entered into on the ___ day of_____, 2016, by and between the CITY OF ATLANTA, a municipal corporation of said state and county, hereinafter referred to as the "City," and JETBLUE AIRWAYS CORPORATION, a corporation organized and existing under and by virtue of the laws of Delaware, hereinafter referred to as the "Airline",

W I T N E S S E I H T H A T :

WHEREAS, the City owns and operates an airport known as the Hartsfield – Jackson Atlanta International Airport ("Airport"), located partially in Fulton County and partially in Clayton County, Georgia; and

WHEREAS, the Airline is engaged in the business of air transportation with respect to persons, property, cargo and mail; and

WHEREAS, the Airline desires to use certain premises, facilities, rights and privileges in connection with the use of the Airport, and City is willing to grant the same to the Airline upon the terms and conditions hereinafter stated.

WHEREAS, the execution of this Agreement on the part of the City has been authorized by the Council of the City by resolution adopted _____, and approved _____, a copy of same being attached hereto as Appendix I and made a part hereof by reference.

NOW THEREFORE, FOR AND IN CONSIDERATION of the premises and mutual covenants and agreements herein contained, the parties hereto do hereby agree, each for itself and its successors and assigns, as follows:

JetBlue Airways

Attachment: JetBlue AULA Lease Agreement (16-R-4699 : JetBlue AULA)

I. TERM

The rights and privileges granted under this instrument shall be effective on the February 1, 2017 continuing thereafter until September 30, 2017 (the "Term"); provided, however, that either party may terminate this agreement by giving at least thirty (30) days prior written notice to the other party.

II. CITY TO MAINTAIN AND OPERATE AIRPORT

The City shall maintain and keep in good repair the Airport, its appurtenances, facilities, and services and shall maintain and operate the Airport in all respects in a manner at least equal to generally accepted standards for other airports in the United States of similar size and character.

III. RIGHTS AND PRIVILEGES

The Airline shall have the right in common with others to use the Airport and common-use appurtenances, together with all facilities, improvements, equipment, and services of the Airport, not exclusively leased to others, and the right of free ingress and egress to, from, and over said Airport, and any and all roads which the City controls leading thereto and therefrom, which rights shall be for the benefit of the Airline, its employees, passengers, suppliers of materials, furnishers of services, patrons, and invitees. In its use of the Airport, the Airline and its employees may use, in common with other licensees and lessees at the Airport and their employees, any vehicular parking spaces which may be designated by Airport management for the use of such persons; and the Airline shall have the right, in any premises leased by it from the City,

or otherwise available for such purposes, in common with others to locate, maintain, and operate full aircraft servicing facilities, storage space for aircraft, equipment, machinery, and any and all other materials necessary for the conduct of its business, repair shops for the repairing and servicing of its aircraft, engines, run-up stands, instruments, propellers, accessories, and other machinery, tools, automobiles, trucks, tractors, and any and all other facilities and equipment as may be needed or used by the Airline in the conduct of its business, a general office, and any other facilities necessary or convenient to the operation of an air transport business. The Airline shall have the right to exchange, dispose of and sell to third parties such of its equipment, machinery, supplies, parts, and any other materials held or used for purposes of the conduct of its business, when the same shall not be needed in the operation of that business; provided that such exchange, sale, or disposition shall not be construed as authorizing the conduct of a separate business by the Airline. In addition to the servicing of its own aircraft, the Airline shall have the right to service, handle, or maintain the aircraft of other regularly scheduled air carriers, when such servicing, handling, or maintenance shall be performed pursuant to an agreement between the Airline and such other carrier for a mutual exchange of such services; but this provision shall not be construed to grant to the Airline any right or privilege to conduct an independent business in the nature of a fixed base operator. Further, the Airline shall have the right, consistent with the public safety, to train its own personnel, personnel of other regularly scheduled air carriers, and personnel of the United States Government. The foregoing rights and privileges are subject to and contingent upon the existence of adequate and suitable space within the confines of the Airport, which now or in the

future may be available for any given use. For this purpose, the City shall not maintain an unreasonable or arbitrary position as to the availability of space for the uses requested.

IV. RIGHT TO PURCHASE MATERIALS AND SERVICES

Materials or services may be purchased or otherwise obtained by the Airline from any person, firm, corporation, or other legal entity, of its choice, and no charge, fee, or toll, and no unreasonable or discriminatory limitations or restrictions shall be imposed by the City, directly or indirectly, against the Airline, its suppliers of materials or furnishers of services (except business licenses generally imposed by the City for doing business in the City and charges imposed for direct services furnished by way of water, sewer, and garbage), for furnishing personal property to the Airline or for selling personal property or services to the Airline, for purchasing, using, consuming, or storing personal property for the Airline or for selling personal property to, or withdrawing, handling, transporting, picking up, delivering, loading or unloading air freight or any cargo or personal property for or to the Airline.

V. LANDING FEES

Airline shall pay to the City each month during the Term hereof, without demand or notice, other than required invoices, and without deduction or offset, a Landing Fee based on the Federal Aviation Administration's (or its successor agency) Maximum Certificated Gross Landing Weight of each aircraft scheduled to land at the Airport

during such month. Cancellations, extra sections, and any other landings shall not be taken into account when computing the Landing Fee.

For operations by cargo aircraft carriers, the Landing Fee will be billed at the first of each month based on an estimate of the Airline's landed weight in the coming month. The estimate of Airline's landed weight in the coming month will be the Airline's actual landed weight in the prior month. Each invoice for the current month's estimated landed weight shall also include a reconciliation of the prior month's estimated billings to actual landed weight.

For scheduled passenger operations, the Landing Fee shall be based on the weight of each aircraft scheduled to land at the Airport during such month. Cancellations, extra sections, and any other landings shall not be taken into account when computing the Landing Fee.

The Landing Fee rate shall be subject to change from time to time. The Landing Fee rate shall at all times be equal to the sum of the various rates paid by carriers that are signatory to an Airport Use Agreement and comparable to the Landing Fee rates charged similarly classified airlines at the Airport. Said adjustments shall become effective as of the date specified in the notice to the Airline.

In any event, the minimum charge per aircraft landing shall be Six and no/100ths Dollars (\$6.00).

The Landing Fee shall be due and payable on or before the 15th day of the month for which it is due, or within 10 days following the billing by the City, whichever may be later. The Airline will furnish appropriate data necessary to compute the Landing Fee for the month.

JetBlue Airways

VI. RULES AND REGULATIONS

The City may adopt and enforce reasonable rules and regulations, which the Airline agrees to observe and obey, with respect to the use of the Airport and appurtenances, together with all facilities, improvements, equipment, and services of the Airport, not exclusively leased to others, for the purpose of providing for the safety of those using the same; and the City may adopt reasonable rules and regulations, which the Airline agrees to observe and obey, with respect to the use of the other areas and facilities of the Airport, in the interest of health, safety, sanitation, good order, and preservation of the same; provided that such rules and regulations shall be consistent with safety and with rules, regulations, and orders of the Federal Aviation Administration with respect to aircraft operations at the Airport; and provided, further, that such rules and regulations shall not be inconsistent with the provisions of this Agreement, or other agreements with the Airline at the Airport, or the procedures prescribed or approved from time to time by the Federal Aviation Administration with respect to the operation of the Airline's aircraft at the Airport.

VII. INDEMNITY

Airline agrees to defend, indemnify and hold harmless the City, its officers, agents, officials and employees (hereinafter, collectively referred to as the "Indemnified Parties") from and against all liability for bodily injuries to or deaths of persons or damage to property arising from the Airline's use, or from Airline's occupation of the Premises, or otherwise from Airline's operations under this Agreement. Airline also agrees to indemnify and hold harmless the Indemnified Parties from any and all losses, expenses,

demands and claims against the Indemnified Parties sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance pursuant to this Agreement by Airline, or any of its agents, contractors, subcontractors, officers or employees. Airline further agrees that its obligation to indemnify and hold harmless the Indemnified Parties shall not be limited to the limits or terms of the liability insurance, required pursuant to this Agreement. However, nothing contained in this Section shall be construed as a release or indemnity by Airline of an Indemnified Party from or against any loss, liability or claim to the extent arising from the negligence or willful misconduct of that Indemnified Party. Each party hereto shall give to the other written notice within ten (10) business days of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest. This Indemnity and Insurance Section shall survive the termination or expiration of this Agreement.

VIII. INSURANCE

a. Any and all companies providing insurance required pursuant to this Agreement must meet certain minimum financial security requirements as set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key rating Guide-Property-Casualty. Each of the companies providing insurance pursuant to this must have current, the following:

- i) Best's Rating or other internationally recognized ratings acceptable to the City, in City's reasonable judgment, of not less than A-.
- ii) Best's Financial Size Category or other internationally recognized ratings acceptable to the City, in City's reasonable judgment, of not less than Class IX.

If the issuing company does not meet these minimum requirements written notification shall be mailed by City to Airline, which shall promptly obtain a new policy issued by an insurer meeting such minimum requirements, and shall submit evidence of the same to the Aviation General Manager as required herein.

b. Upon failure of Airline to furnish, deliver and maintain such insurance as herein provided, Airline shall be in default and, in addition to City's other remedies, this Agreement, at the election of City, may be terminated. Failure of Airline to obtain and/or to maintain any required insurance shall not relieve Airline from any liability pursuant to this Agreement, nor shall these requirements be construed to conflict with Airline's indemnification obligations.

c. Any and all insurance required pursuant to this Agreement shall be maintained during the Term, including any extension, thereto. City shall have the right to inquire into the adequacy of the insurance coverages set forth in this Agreement and to require reasonable adjustments as necessary. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this Agreement shall warrant when signing the certificate of insurance that specific authorization has been granted by companies for the agent to bind coverage as required and to execute the certificate of insurance as evidence of such coverage. Each agent, contractor and/or subcontractor must meet the same insurance requirements.

d. City shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance required by this Agreement. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory thirty (30)-day notice of cancellation shall appear on the certificate of insurance and on any and all insurance policies required pursuant to this Agreement.

e. City shall be covered as an additional insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the certificate of insurance, and on any and all applicable insurance policies. However, this requirement does not apply to workers' compensation or professional liability insurance.

- f. Required Minimum Insurance Amount

Workers Compensation	Statutory
Bodily Injury by Accident/Disease	\$1,000,000 each policy

- g. Commercial General Liability

Bodily Injury and Property Damage	\$50 Million combined single limit
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Attachment: JetBlue AULA Lease Agreement (16-R-4699 : JetBlue AULA)

In the exercise and performance of its powers and duties under the Uniform Airports Law, the City recognizes and declares that the Airport is being operated and maintained in the public interest, for the public convenience and necessity, and hereby declares its intention to encourage and develop air transportation for the citizens of Georgia and in particular for the citizens of the vicinity of Atlanta, and to that end pledges the maintenance, use, and operation of the Airport for public, governmental, and municipal purposes, in accordance with FAR Part 139 certification standards.

XI. TERMINATION BY THE CITY

The City, in addition to any right of termination or any other right herein granted to it or accruing to it by operation of law, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events:

1. If the rentals, fees, charges, or other money payments which the Airline herein agrees to pay, or any part thereof, shall be unpaid on the date which is five (5) business days after written notice from the City that the same is overdue (provided, however, that Airline shall only be entitled to three (3) such notices for monetary default during the Term and that notwithstanding anything to the contrary contained herein, this Agreement shall thereafter be immediately terminable by City if any monetary obligation hereunder becomes overdue); or
2. If the Airline shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors; or

3. If any act occurs which operates to deprive the Airline permanently of the rights, power, and privileges necessary for the proper conduct and operation of its business; or
4. If the Airline abandons service to the Airport for sixty (60) days or more, except when such abandonment and cessation is due to fire, earthquake, strike, governmental action, default of the City, or any other cause beyond its control; or
5. If any of the covenants or agreements contained herein shall be breached by the Airline.

XII. TERMINATION BY THE AIRLINE

The Airline, in addition to any right of termination or any other right herein granted to the Airline or accruing to it by operation of law, may terminate this Agreement in its entirety upon or after the happening of any one or more of the following events:

1. If any act occurs which operates to deprive the Airline of the rights, power, and privileges necessary for the proper conduct and operation of its business; or
2. The breach by the City of any of the covenants or agreements herein contained; or
3. The continued failure or refusal by the City, after thirty (30) days prior written notice to the City, to maintain and operate in a reasonably satisfactory manner the public aircraft facilities at the Airport; or

4. The continued operation at the Airport, after thirty (30) days prior written notice to the City, of types of air traffic other than commercial airline traffic to the extent that use of the Airport by commercial airline traffic is substantially impaired or restricted; or
5. If the Airline abandons service to the Airport for sixty (60) days or more.

XIII. TERMINATION NOTICES

Notwithstanding anything to the contrary in this Agreement contained, no termination declared by either party shall be effective unless and until not less than thirty (30) days shall have elapsed after written notice to the other specifying the date upon which such termination shall take effect and the cause for which it is being terminated (and, if such termination is by reason of a default under this Agreement, specifying such default with reasonable certitude); and no such termination shall be effective if such cause shall have been cured or obviated during such thirty (30) day period; or, in the event that such cause is a default under this Agreement which by its nature cannot be cured within such thirty (30) day period, such termination shall not be effective if the party at fault commences to correct such default within said thirty (30) day period and corrects the same as promptly as reasonably practicable.

XIV. CONTINUED PERFORMANCE NOT A WAIVER

Continued performance by either party hereto pursuant to the terms of this Agreement after a default of any of the terms, covenants, or conditions herein contained to be performed, kept, or observed by the other party hereto shall not be deemed a

waiver of any right to cancel this Agreement for such default, and no waiver of any such default shall be construed or act as a waiver of any subsequent default.

XV. INVALID PROVISIONS

It is understood and agreed by and between the Airline and the City that if any covenant, condition, or provision contained in this Agreement is held to be invalid by any court of competent jurisdiction, or otherwise appears to the Airline and to the City to be invalid, such invalidity shall not affect the validity of any other such covenant, condition, or provision herein contained, provided that the invalidity of any such covenant, condition, or provision does not materially prejudice either the City or the Airline in their respective rights and obligations contained in the remaining valid covenants, conditions, or provisions of this Agreement.

XVI. NOTICES, CONSENTS, AND APPROVALS

All notices, consents, and approvals required or authorized by this Agreement to be given by or on behalf of either party to the other shall be in writing and signed by a duly authorized representative of the party by or on whose behalf they are given. Notices to the City shall be addressed to the Office of the Aviation General Manager at the Airport and delivered to the following address:

City of Atlanta
Department of Aviation
6000 N. Terminal Parkway
Suite 4000
P.O. Box 20509
Atlanta, GA 30320

either by hand or by registered or certified mail, postage prepaid, or at such other place

JetBlue Airways

as the City may hereafter designate by notice to the Airline in writing. Notices to the Airline shall be addressed to it and delivered at the following address:

either by hand or registered or certified mail, postage prepaid, or at such other office in the continental United States as it may hereafter designate by notice to the City in writing.

XVII. SECURITY VIOLATIONS

In the event that any violations of Federal regulations, including but not limited to unauthorized runway crossings, are committed by the Airline's employees, agents, guests, invitees, which violations subject the City to fines imposed by the Federal Aviation Administration pursuant to such regulations, then in such event Airline hereby covenants and agrees to reimburse City fully for such fines promptly upon receipt of demand therefor from the City.

XVIII. Integrated Agreement, Modification

The parties agree that the use of the Airport by Airline shall be by this Airport Use License Agreement only, and not by any other agreement, including but not limited to the Airport Use Agreement. This Airport Use License Agreement contains all the agreements enforceable by the parties with respect to the rights and obligations of the parties as to the use of the Premises under this Airport Use License Agreement, and cannot be further amended or modified except by written agreement of the parties.

IN WITNESS HEREOF, the parties hereto have caused these presents to be executed by their duly authorized officials or officers, the signatures to be attested, and their respective seals to be hereunto affixed, as of the day and year first above written.

ATTEST: **AIRLINE (Seal)**

Secretary by _____
Title:

ATTEST: **CITY OF ATLANTA (Seal)**

Municipal Clerk by _____
Mayor

APPROVED: APPROVED:

Aviation General Manager Chief Procurement Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney

JetBlue Airways

Attachment: JetBlue AULA Lease Agreement (16-R-4699 : JetBlue AULA)

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION COVERING APPROXIMATELY 1,360 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta (“City”) owns and operates Hartsfield-Jackson Atlanta International Airport (“Airport”); and

WHEREAS, JetBlue Airways Corporation (“Airline”) desires to lease approximately 1,360 square feet of space for offices and ticket counters in the North Terminal of the Central Passenger Terminal Complex (“CPTC”); and

WHEREAS, the City and Airline desire to execute a Hartsfield-Jackson Atlanta International Airport Lease Agreement covering said premises; and

WHEREAS, the Aviation General Manager believes that it is in the best interest of the Airport and the City to enter into such an Agreement with Airline, as hereinafter set forth, and recommends the execution of such an Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, that the Mayor is authorized to execute, on behalf of the City of Atlanta a Lease Agreement with Airline as herein above described which shall contain the following terms, conditions, and provisions:

1. A term effective as of February 1, 2017, ending September 30, 2017 which is the date that the other existing CPTC Lease Agreements are set to expire; and
2. Rental rates in accordance with the appropriate schedule of rates and charges as published from time to time by the Department of Aviation’s Finance Department; and
3. A provision allowing for the termination of the Lease at the convenience of either party upon thirty (30) days prior written notice; and
4. A provision authorizing the Aviation General Manager to approve the expansion, contraction or relocation of leased premises without further act of Council provided that any expansion of the leased premises be not more than 2,000 square feet.

5. Such other terms, conditions, and provisions as may be required by City ordinances or Federal regulations or which are otherwise deemed appropriate by the Aviation General Manager.

BE IT FURTHER RESOLVED, that the City Attorney has prepared said Agreement for execution by the Mayor, with same to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED, that said Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor and delivered to Airline.

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4700

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION COVERING APPROXIMATELY 1,360 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

Workflow List:

Martin Clarke	Completed	11/17/2016 9:50 AM
Roosevelt Council	Completed	11/17/2016 10:08 AM
Mayor's Office	Completed	11/17/2016 11:21 AM
Office of Research and Policy Analysis	Completed	11/22/2016 2:23 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Atlanta City Council	Pending	12/05/2016 1:00 PM
Mayor's Office	Pending	

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 11/10/16

Anticipated Committee Meeting Date(s): 11/30/16

Anticipated Full Council Date: 12/5/16

Legislative Counsel's Signature: Martin Clarke

Commissioner's Signature: [Signature]

Chief Financial Officer: N/A

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

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE A LEASE AGREEMENT WITH JETBLUE AIRWAYS CORPORATION COVERING APPROXIMATELY 1,360 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: N/A

(see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: _____
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 11-7-16
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

*Kat [Signature] DCOS
11/16/16*

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.:

B. To be completed by the department:

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

This Resolution would authorize the execution of a Lease between the City of Atlanta and JetBlue Airways Corporation for approximately 1,360 square feet within the Central Passenger Terminal Complex ("CPTC").

2. Please provide background information regarding this legislation.

JetBlue Airways desires to begin serving Hartsfield-Jackson Atlanta International Airport and the Aviation General Manager believes it is in the best interest of the Airport and the City to enter into an Agreement with JetBlue.

3. If Applicable/Known:

- (a) **Contract Type:** Real Estate Lease
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids/Proposals Received:** N/A
- (f) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** February 1, 2017 - September 30, 2017

4. **Fund Account Center:** N/A

5. **Source of Funds:** N/A

6. **FISCAL IMPACT:** N/A

- Cost will be covered by the Department's current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department's current year budget – see account string in legislation

Or

Revenue generating - Real Estate Contract

Note

7. **Method of Cost Recovery:** N/A

8. **Approvals:**

DOF: No

DOL: Yes

This Legislative Request Form Was Prepared By: Tony O'Brian

Contact Number: 404-382-2398

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
AGREEMENT AND LEASE**

This Agreement (the "Agreement") is entered in to this ___ day of _____, 2016, by and between CITY OF ATLANTA ("City"), a municipal corporation of the State of Georgia and AIRLINE. JetBlue Airways Corporation, a corporation organized and existing under the laws of the State of Delaware, who covenant and agree as follows:

Recitals

A. The City owns the Hartsfield-Jackson Atlanta International Airport (the "Airport"), in the Georgia Counties of Fulton and Clayton, and operates the Airport by and through the City's Department of Aviation, the chief executive officer of which is the Aviation General Manager (the "Aviation General Manager"); and

B. Tenant is an aircraft operator servicing the general public and is seeking to enter into an Airport Use License Agreement with the City of Atlanta, dated February 1, 2017, which authorizes Tenant to provide passenger and/or cargo flight service at the Airport; and

C. In furtherance of its operations described above, Tenant desires to lease from City certain premises and facilities and acquire certain rights, licenses, and privileges in connection with its use of the Airport, and the City is willing to lease and grant the same to Tenant upon the terms, provisions, and conditions hereinafter set forth; and

D. The Aviation General Manager has identified certain available space at the Airport which may be suitable for use by Tenant and has recommended that the City execute a lease for such space with Tenant; and

E. This Agreement has been authorized by Resolution _____ adopted by the Atlanta City Council on _____ and approved by the Mayor on _____; which is attached hereto as Appendix I.

Now therefore, in exchange for the covenants contained herein the City and Tenant agree as follows:

1. Premises

The rights and obligations described in this Agreement pertain to the leased premises described on the attached Appendix A and shown on the attached Appendix B (the "Premises"), which Appendices are incorporated herein and made a part hereof by reference.

2. Expansion, Contraction, Relocation

The Aviation General Manager and Tenant may from time to time agree to the

Attachment: JetBlue HJAIA Lease-EXECUTION COPY (16-R-4700 : JetBlue HJAIA Lease Agreement)

**Hartsfield – Jackson Atlanta International Airport
JET BLUE**

expansion, contraction or relocation of part or all of the Premises (“Space Changes”). If the Aviation General Manager and Tenant do agree to the Space Changes, the rental paid by Tenant shall be adjusted based on the new square footage of the Premises. Such expansion, contraction or relocation shall not require further action of the Atlanta City Council and shall be effected by replacing Appendix A and Appendix B with revised Appendices approved by the Aviation General Manager and Tenant, provided however, that no such expansion shall increase or decrease the Premises by more than 2,000 square feet.

3. Use of the Premises

Tenant shall use the Premises in support of its passenger and/or cargo flight service operations at the Airport (the “Use”) and for no other purpose without the prior written consent of the Aviation General Manager.

4. Effective Date and Term

This Agreement shall be effective as of February 1, 2017, which shall be the “Commencement Date”. The “Termination Date” shall be the earlier of September 30, 2017 or the actual effective date of termination in the event the Agreement is terminated as provided in Section 11, elsewhere in this Agreement, or by operation of law. The period beginning on the Commencement Date and ending on the Termination Date shall be referred to herein as the “Term”.

5. Usufruct; No Assignment or Sublet

Notwithstanding the Term, Tenant shall possess only a usufructuary interest in the Premises. This Agreement is not intended to, and shall not convey an estate for years or any real property rights beyond those benefits associated with a usufruct under the laws of the State of Georgia. Tenant may not assign any right or obligation conferred by this Agreement and may not assign or sublease any part of the Premises to any other party without the prior consent of the City, which consent may be given or withheld in the City’s sole discretion. Notwithstanding the foregoing, this Agreement can be assigned without the City’s consent to any corporation into which Tenant is merged or with which Tenant is consolidated.

6. Access; Compliance; Right of Entry

Tenant shall have access to the Premises at all times, provided that the City shall not be responsible or liable to Tenant for any period during which Tenant is unable to access the Premises due to a full or partial airport closure or any direct or indirect action of any party other than the City. In the event Tenant is prevented from accessing the Premises by a direct act of the City, Tenant’s sole and exclusive remedy shall be a pro rata abatement of rent for the period during which access was denied. Tenant’s right to access the Premises shall be subject to all applicable laws, regulations, rules, policies and directives pertaining to airport security and safety issued by the Transportation

**Hartsfield – Jackson Atlanta International Airport
JET BLUE**

Security Administration, Federal Aviation Administration or the City. Tenant shall be solely responsible for the costs of complying with any such laws, regulations, rules, policies or directives. The City reserves the right to enter the Premises during the Term of this Agreement for maintenance, repair, and inspection upon reasonable notice to Tenant, unless such notice is impractical under the circumstances in which case no notice shall be required. No notice shall be required in the case of an actual or perceived emergency.

7. Condition and Maintenance of the Premises

Tenant accepts the Premises in its “as-is” condition. City makes no warranty either express or implied, as to the condition of the Premises or that the Premises will be suitable for Tenant’s purpose or needs. Tenant shall be solely responsible for any and all costs of maintaining its Premises. Tenant shall use commercially reasonable efforts to comply with the Terminal Curbside Policies as well as any other policies that deal in part or in whole with maintenance issues that have or may in the future be promulgated by the City.

8. Improvements, Modifications and Repairs

Tenant shall accomplish all necessary improvements, modifications, or repairs (hereinafter referred to collectively as “modifications”) as may be required for the Use at no expense to the City. The City will not reimburse Tenant for any costs incurred in connection therewith. City shall take title to all such modifications, excluding Tenant’s trade fixtures, equipment and other personal property, immediately upon installation or construction. Tenant must obtain the written consent of the Aviation General Manager prior to the commencement of any modifications to the Premises. Tenant must submit a request for modifications to the Aviation General Manager, along with detailed plans, specifications, schematic renderings, materials, color board(s), detailed layout and any other applicable documents or drawings, identifying trade fixtures or other personal property and equipment if known. If the Aviation General Manager requires the removal of the modifications, Tenant shall remove the modifications at termination and restore the Premises to its original condition as it was at the commencement of the Agreement, reasonable wear and tear excepted.

9. Rents and Charges

a. **Rent.** Rent shall be calculated and assessed based on the rate schedule set out in Appendix A, which is incorporated and made a part hereof by reference. Rental rates are subject to change from time to time during the Term upon fifteen (15) days written notice to Tenant. Rent is payable in advance on the first day of each month whether or not an invoice is issued to Tenant.

b. **Maintenance and Operations.** Tenant shall pay its pro rata share of maintenance and operations (“M&O”) charges, including utilities, whether furnished by City or purchased by City on behalf of Tenant, or furnished to Tenant by independent contractors. Tenant shall be invoiced separately for all such M&O

**Hartsfield – Jackson Atlanta International Airport
JET BLUE**

charges by the Atlanta Airlines Terminal Corporation (“AATC”).

10. Place of Payment; Late Payment Penalties

a. All amounts due pursuant to this Agreement shall be payable to the CITY OF ATLANTA, DEPARTMENT OF AVIATION, P.O. BOX 920500, ATLANTA, GA 30392, or to such other place as designated in writing from time to time by the Aviation General Manager.

b. Any amount that is not paid within ten (10) days of the due date is subject to a late payment penalty calculated at the rate of ten percent (10%) per month (or fraction thereof) of the unpaid balance until paid, provided that the total amount of such penalty shall not exceed the maximum amount permitted by law. The date of payment shall be determined by the United States Postal Service cancellation date on the envelope transmitting the payment or comparable proof of mailing.

c. The termination of this Agreement shall not relieve Tenant of any liabilities or obligations hereunder which have accrued on or prior to the Termination Date. Tenant shall not abate, suspend, postpone, set-off, or discontinue any payments due hereunder, except as otherwise specifically provided in this Agreement.

11. Termination

a. Either party may terminate this Agreement with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

b. The City may terminate this Agreement for default if Tenant fails to cure such default within ten (10) days of its receipt of written notice of default from the Aviation General Manager or his designee if such default is capable of being cured within such ten (10) day period. If such default is not capable of being cured within such ten (10) day period, City will not terminate this Agreement as long as Tenant commences to cure the default within such ten (10) day period and pursues such cure diligently to completion. Default shall consist of the failure by Tenant to comply with any condition or obligation set forth in this Agreement or with any law of the United States or the State of Georgia, or any ordinance of the City of Atlanta.

c. Tenant may terminate this Agreement for default if City fails to cure such default within ten (10) days of its receipt of written notice of default from Tenant if such default is capable of being cured within such ten (10) day period. If such default is not capable of being cured within such ten (10) day period, Tenant will not terminate this Agreement as long as City commences to cure the default within such ten (10) day period and pursues such cure diligently to completion. Default shall consist of the failure by City to comply with any condition or obligation set forth in this Agreement or with any law of the United States or the State of Georgia, or any ordinance of the City of Atlanta.

**Hartsfield – Jackson Atlanta International Airport
JET BLUE**

d. This Agreement is automatically terminated if Tenant becomes bankrupt, makes or proposes to make any arrangement for the benefit of creditors, has been adjudicated insolvent, has applied for reorganization of debts, has applied for the appointment of a receiver of its assets or to conduct its operations or has applied for a voluntary winding up or liquidation of its business.

12. Indemnity and Insurance

a. Tenant agrees to defend, indemnify and hold harmless the City, its officers, agents, officials and employees (hereinafter, collectively referred to as the “Indemnified Parties”) from and against all liability for bodily injuries to or deaths of persons or damage to property arising from the Use, or from Tenant’s occupation of the Premises, or otherwise from Tenant’s operations under this Agreement. Tenant also agrees to indemnify and hold harmless the Indemnified Parties from any and all losses, expenses, demands and claims against the Indemnified Parties sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance pursuant to this Agreement by Tenant, or any of its agents, contractors, subcontractors, officers or employees. Tenant further agrees that its obligation to indemnify and hold harmless the Indemnified Parties shall not be limited to the limits or terms of the liability insurance, required pursuant to this Agreement. However, nothing contained in this Section shall be construed as a release or indemnity by Tenant of an Indemnified Party from or against any loss, liability or claim to the extent arising from the negligence or willful misconduct of that Indemnified Party. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest. This Indemnity and Insurance Section shall survive the termination or expiration of this Agreement.

b. Any and all companies providing insurance required pursuant to this Agreement must meet certain minimum financial security requirements as set forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best’s Key rating Guide-Property-Casualty. Each of the companies providing insurance pursuant to this must have current, the following:

- i) Best's Rating or other internationally recognized ratings acceptable to the City, in City’s reasonable judgment, of not less than A-.
- ii) Best's Financial Size Category or other internationally recognized ratings acceptable to the City, in City’s reasonable judgment, of not less than Class IX.

If the issuing company does not meet these minimum requirements written notification shall be mailed by City to Tenant, which shall promptly obtain a new policy issued by an insurer meeting such minimum requirements, and shall submit

**Hartsfield – Jackson Atlanta International Airport
JET BLUE**

evidence of the same to the Aviation General Manager as required herein.

c. Upon failure of Tenant to furnish, deliver and maintain such insurance as herein provided, Tenant shall be in default and, in addition to City’s other remedies, this Agreement, at the election of City, may be terminated. Failure of Tenant to obtain and/or to maintain any required insurance shall not relieve Tenant from any liability pursuant to this Agreement, nor shall these requirements be construed to conflict with Tenant’s indemnification obligations.

d. Any and all insurance required pursuant to this Agreement shall be maintained during the Term, including any extension, thereto. City shall have the right to inquire into the adequacy of the insurance coverages set forth in this Agreement and to require reasonable adjustments as necessary. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this Agreement shall warrant when signing the certificate of insurance that specific authorization has been granted by companies for the agent to bind coverage as required and to execute the certificate of insurance as evidence of such coverage. Each agent, contractor and/or subcontractor must meet the same insurance requirements.

e. City shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance required by this Agreement. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory thirty (30)-day notice of cancellation shall appear on the certificate of insurance and on any and all insurance policies required pursuant to this Agreement.

f. City shall be covered as an additional insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary with respect to the additional insured. Confirmation of this shall appear on the certificate of insurance, and on any and all applicable insurance policies. However, this requirement does not apply to workers’ compensation or professional liability insurance.

g. Required Minimum Insurance Amount

Workers Compensation	Statutory
Bodily Injury by Accident/Disease	\$500,000 each policy

h. Commercial General Liability

Bodily Injury and Property Damage	\$100 Million combined single limit
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The following specific extensions of coverage shall be provided and indicated on the Certificate of Insurance.

Attachment: JetBlue HJAIA Lease-EXECUTION COPY (16-R-4700 : JetBlue HJAIA Lease Agreement)

**Hartsfield – Jackson Atlanta International Airport
JET BLUE**

- (1) Comprehensive Form
- (2) Contractual Insurance (Blanket or specific to this Agreement)
- (3) Personal Injury
- (4) Broad form Property Damage
- (5) Premises-Operations

i. Airside Vehicle and Aircraft Liability

Bodily Injury and Property Damage \$50 Million combined-single limit.

The following specific extensions of coverage shall be provided and indicated on the Certificate of Insurance:

- (1) Comprehensive Form
- (2) Owned, hired, leased and non-owned vehicles to be covered
- (3) Specific liability for vehicles operated on the Airfield

13. Compliance with Laws

Tenant shall obey all applicable federal, state, local and Airport rules and regulations, as may be amended from time to time, governing conduct and operations at airports. Tenant shall obtain and maintain at its own expense, all present and future permits and licenses required by all local, federal and state authorities, pertaining to the performance of its operations at the Airport.

14. Tenant Obligation with Respect to Environmental Matters

a. During the Term of this Agreement: (i) Tenant shall at its own cost comply with all federal, state, and local Environmental Laws and regulations applicable to its use of the Premises; (ii) except as required in the ordinary course of business and in compliance with applicable Environmental Laws, Tenant shall not take any action that would subject the Premises to requirements under any applicable Environmental Laws for storage, treatment or disposal of Hazardous Materials. As used herein, the term “Hazardous Materials” means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority or the United States Government. Hazardous Materials include, without limitation, any material or substance that is (i) defined as a “hazardous waste” “extremely hazardous waste,” or “restricted hazardous waste,” or similar term under any applicable laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (ii) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317), or (iii) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resources Conservation and Recovery Act, 42 U.S.C. § 6911 et seq. (42 U.S.C. § 903) or (iv) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. §9601 et seq.)

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JET BLUE**

(42 U.S.C. § 9601).

b. Except in strict compliance with all applicable Environmental Laws (as defined herein) and any other applicable requirements, Tenant shall not allow the entrance of Hazardous Materials, as defined below, from the Leased Premises into the sewage and storm water drainage system serving the Airport. Other than those materials necessary for the operation of an air cargo facility, including Tenant's equipment maintenance, Tenant shall not cause or permit any Hazardous Materials to be placed, held, stored, processed, treated, released or disposed of on or at the Leased Premises. Tenant hereby indemnifies the City from and against any breach by Tenant of the obligations stated in the preceding sentences, and agrees to defend and hold the City harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, fines assessed against the Tenant or the City, diminution in value of the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity on the Airport, damages arising from any adverse impact on leasing of space on the Airport, and sums paid in settlement of claims, reasonable attorneys' fees, consultant fees, and expert fees) which arise during or after the Term (as defined in Section 3 herein) as a result of such breach. This indemnification of the City by the Tenant also includes, without limitation, costs incurred in connection with any investigation of the site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision, in accordance with applicable Environmental Laws, because of Hazardous Material present in the soil or ground water on or under the Airport which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Material on the Airport caused or permitted by the Tenant results in any contamination of the Airport, the Tenant shall promptly take all actions at its sole expense as are reasonably necessary to return the Airport to the condition existing prior to the introduction of such Hazardous Material to the Airport or as are reasonably necessary to comply with applicable Environmental Laws; provided that the City's approval of such actions, and the contractors to be used by the Tenant in connection therewith, shall first be obtained.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (b) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (c) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6911 et seq. (42 U.S.C. § 903), or (d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

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As used herein, the term “Environmental Laws” shall mean all federal, state and local statutes, laws, codes, rules, regulations, ordinances, orders, standards, permits, licenses or requirements (including consent decrees, judicial decisions and administrative orders), currently in force, as amended or re-authorized, pertaining to the protection, preservation, conservation, or regulation of the environment, or imposing requirements relating to public or employee health and safety, including, without limitation, the FWPCA, RCRA, CERCLA, the Emergency Planning and Community Right to Know Act, 42 U.S.C. sec. 11001 et. seq., the Clean Air Act, 42 U.S.C. sec. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. sec. 300F et seq., and the Occupational Safety and Health Act, 29 U.S.C. sec. 651 et seq., each as amended or re-authorized.

c. The City and its employees, representatives and agents shall have access to the Leased Premises during reasonable hours and upon reasonable notice to the Tenant in order to conduct periodic environmental inspections and tests of Hazardous Material contamination on or at the Leased Premises. Such periodic environmental inspections shall not be performed in a manner which will disrupt the operations of the Tenant.

15. Non-Disturbance

Any Use by Tenant or its officers, agents, officials and employees shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, create a hazard, or be offensive to surrounding areas, or interfere with other projects on, or the operations of, the Airport. Tenant shall promptly comply, and shall cause its officers, agents, officials and employees to promptly comply, with any request from the Aviation General Manager to correct such demeanor, conduct or any other inappropriate or offensive activities or operations as determined in the reasonable discretion of the Aviation General Manager. By execution of this Agreement, Tenant agrees that in the event Tenant, or its officers, agents, officials and employees, fails to so comply, the Aviation General Manager may, without terminating this Agreement, exercise the right to stop any or all such objectionable operations being performed that are related to Tenant’s Use of the Premises or impose a fine for the period of such non-compliance. The fine is ten percent (10%) of the rent due during the period of such noncompliance. City shall not be responsible for any expense or liability resulting from such stoppage or fine pursuant to this section.

16. Non-Discrimination

Tenant agrees that no person shall be excluded from participation, denied benefits, or otherwise discriminated against in connection with Tenant’s Use or occupancy of the Premises because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability, or political affiliation. Tenant shall use the Premises in compliance all

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requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A and as such Regulations may be amended. Tenant shall maintain and, upon demand, make available to an authorized representative of the City during normal business hours such of its books, records, accounts and other sources of information as may be pertinent to ascertain compliance with this provision.

17. Integrated Agreement, Modification

This Agreement contains all the agreements of the parties with respect to the Premises and the rights and obligations related thereto and, except as otherwise provided herein, cannot be further amended or modified except by written agreement of the parties. If the parties previously have entered into or do enter into any other agreement, license or lease covering premises or facilities at the Airport, this Agreement and the terms, conditions, provisions and covenants hereof shall apply only to the Premises herein particularly described, and shall supersede all prior agreements with respect thereto. Neither this Agreement nor any of the terms, conditions, provisions or covenants hereof shall in any way or in any respect change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of any other agreement, lease or license between said parties.

18. Notices

All notices shall be mailed, using first class mail or overnight delivery, return receipt, to the respective parties at the following address:

IF TO CITY:

IF TO TENANT:

Aviation General Manager
City of Atlanta
Department of Aviation
6000 N. Terminal Parkway
Suite Atrium 4000
P.O. Box 20509
Atlanta, GA 30320

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

Attachment: JetBlue HJAIA Lease-EXECUTION COPY (16-R-4700 : JetBlue HJAIA Lease Agreement)

Hartsfield – Jackson Atlanta International Airport
JET BLUE

ATTEST: AIRLINE.: (seal)

Chief Operating Officer

By: _____
Chief Executive Officer

ATTEST: CITY OF ATLANTA: (seal)

Municipal Clerk

By: _____
Mayor

APPROVED:

APPROVED:

Aviation General Manager

Chief Procurement Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney

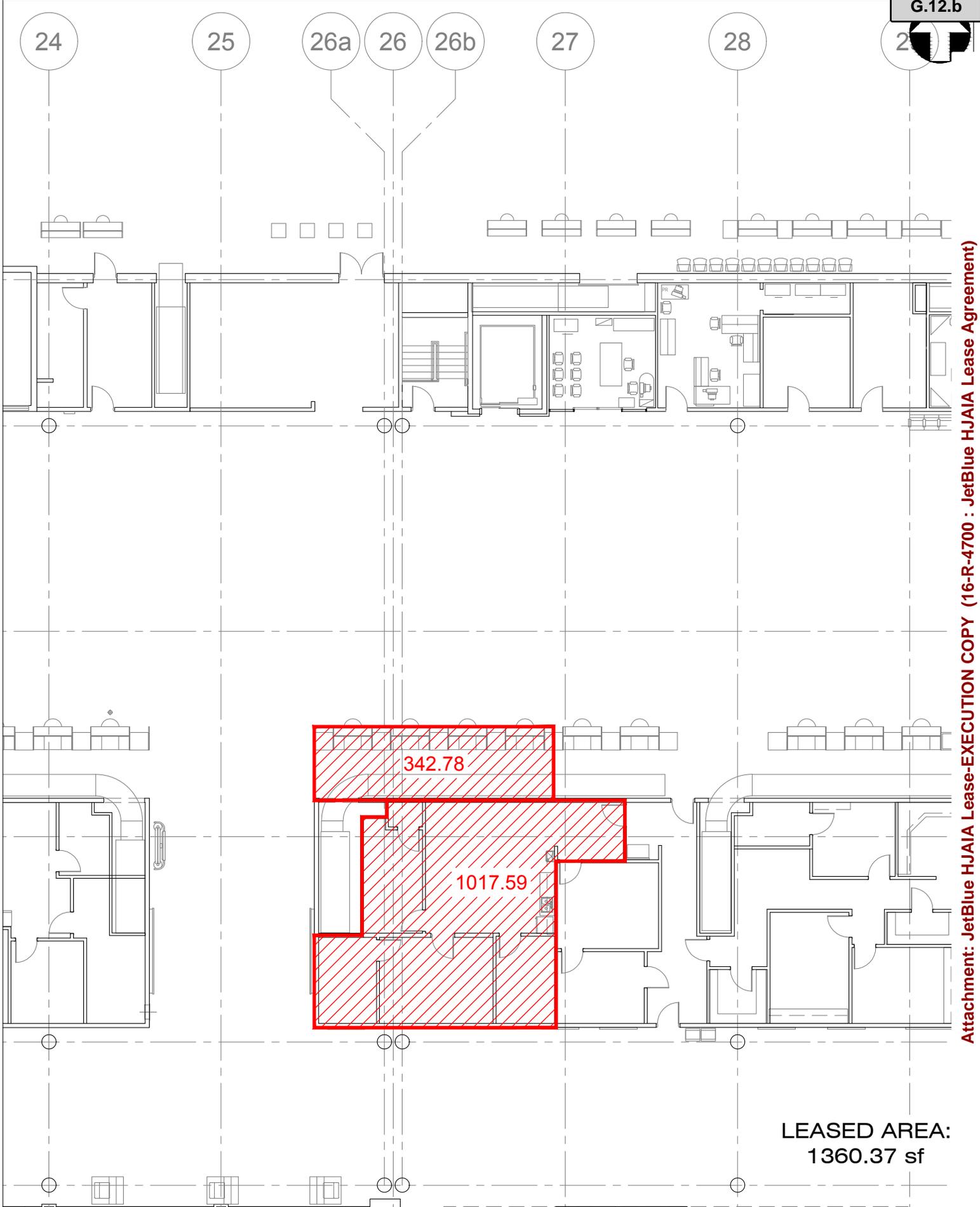
Attachment: JetBlue HJAIA Lease-EXECUTION COPY (16-R-4700 : JetBlue HJAIA Lease Agreement)

APPENDIX A
Leased Premises – Jet Blue

PREMISES DESCRIPTION			RENTAL		
LOCATION	LEVEL	SQ. FT.	RENTAL RATE PSFPA	ANNUAL RENT	MONTHLY RENT
North Terminal (ATO)	Ticketing	1,360.37	\$32.50	\$44,212.03	\$3,684.34
TOTALS		1,360.37		\$44,212.03	\$3,684.34

Attachment: JetBlue HJAIA Lease-EXECUTION COPY (16-R-4700 : JetBlue HJAIA Lease Agreement)

24 25 26a 26 26b 27 28 29



Attachment: JetBlue HJAIA Lease-EXECUTION COPY (16-R-4700 : JetBlue HJAIA Lease Agreement)

LEASED AREA:
1360.37 sf

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND LEASE WITH QATAR AIRWAYS Q.C.S.C., INC. COVERING APPROXIMATELY 888 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") owns and operates Hartsfield-Jackson Atlanta International Airport ("Airport"); and

WHEREAS, Qatar Airways Q.C.S.C., Inc. ("Airline"), desires to lease approximately 888 square feet of space for an airline office on the Boarding Level of the Maynard H. Jackson, Jr. Terminal Complex in the Central Passenger Terminal Complex ("Premises"); and

WHEREAS, the City and Airline desire to execute a Hartsfield-Jackson Atlanta International Airport Agreement and Lease ("H-JAIA Agreement") covering said premises; and

WHEREAS, the Aviation General Manager believes that it is in the best interest of the Airport and the City to enter into a H-JAIA Agreement with Airline, as hereinafter set forth, and recommends the execution of such an Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor is authorized to execute on behalf of the City of Atlanta an H-JAIA Agreement with Airline as herein above described which shall contain the following terms, conditions and provisions:

- 1) A term effective as of February 1, 2017 and ending September 30, 2017; which is the date that the various existing Central Passenger Terminal Agreements and Leases are also set to expire; and
- 2) Rental rates in accordance with the appropriate schedule of rates and charges as published from time to time by the Department of Aviation's Finance Department; and
- 3) A provision allowing for the termination of the Lease at the convenience of either party upon thirty (30) days prior written notice; and
- 4) A provision authorizing the Aviation General Manager to approve the expansion, contraction or relocation of leased premises without further act of Council provided that any expansion of the leased premises be not more than 2,000 square feet.
- 5) Such other terms, conditions, and provisions as may be required by City ordinances or Federal regulations or which are otherwise deemed appropriate by the Aviation General Manager.

BE IT FURTHER RESOLVED, that the City Attorney has prepared said instrument for execution by the Mayor, with same to be approved as to form by the City Attorney.

BE IT FINALLY RESOLVED, that said Agreement shall not become binding upon the City of Atlanta, and the City of Atlanta shall incur no obligation nor liability thereunder until the same has been signed by the Mayor and delivered to Airline.

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4701

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND LEASE WITH QATAR AIRWAYS Q.C.S.C., INC. COVERING APPROXIMATELY 888 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

Workflow List:

Martin Clarke	Completed	11/17/2016 10:26 AM
Roosevelt Council	Completed	11/17/2016 10:31 AM
Finance	Skipped	11/17/2016 10:33 AM
Information Technology	Skipped	11/17/2016 10:33 AM
Procurement	Skipped	11/17/2016 10:34 AM
Adam Smith	Skipped	11/17/2016 10:34 AM
Mayor's Office	Completed	11/17/2016 11:22 AM
Office of Research and Policy Analysis	Completed	11/22/2016 2:21 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Atlanta City Council	Pending	12/05/2016 1:00 PM
Mayor's Office	Pending	

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 11/10/16

Anticipated Committee Meeting Date(s): 11/30/16

Anticipated Full Council Date: 12/5/16

Legislative Counsel's Signature: Martin Clarke

Commissioner's Signature: [Handwritten Signature]

Chief Financial Officer: N/A

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

Chief Procurement Officer Signature: N/A

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE AN AGREEMENT AND LEASE WITH QATAR AIRWAYS Q.C.S.C., INC. COVERING APPROXIMATELY 888 SQUARE FEET OF SPACE WITHIN THE CENTRAL PASSENGER TERMINAL COMPLEX AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: N/A (see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: (date) Received by LC from CPO: (date)

Received by Mayor's Office: 11.7.16 by: (date) Reviewer: [Handwritten Signature] (date)

Submitted to Council: (date)

Handwritten notes: DEOS, 11/16/16

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.:

B. To be completed by the department:

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

This Resolution would authorize the City of Atlanta to execute a Hartsfield-Jackson Atlanta International Airport Agreement and Lease (“H-JAIA Agreement”) with Airline.

2. Please provide background information regarding this legislation.

Hartsfield-Jackson Atlanta International Airport (“ATL”) wishes to hold the title of the World’s Busiest Airport and has created the Air Service Development Program to bring new market choices for consumers. As a result of the Department of Aviation’s marketing efforts to increase passenger options to new markets, a new Air Service carrier is beginning service to/from ATL and Doha, Qatar. The airline has been using temporary space and space under its oneworld partners. In order to finally mature the operation in ATL, Airline has requested to lease various space in the Central Passenger Terminal Complex directly.

3. If Applicable/Known:

- (a) **Contract Type:** Real Estate Lease
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids/Proposals Received:** N/A

(f) **Bidders/Proponents:** N/A

(g) **Term of Contract:** Effective as of February 1, 2017 and ending September 30, 2017

4. **Fund Account Center:** N/A

5. **Source of Funds:** N/A

6. **FISCAL IMPACT:** N/A

- Cost will be covered by the Department's current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department's current year budget – see account string in legislation

Or

Revenue generating Real Estate Contract

Note

7. **Method of Cost Recovery:**

8. **Approvals:**
DOF: No
DOL: Yes

This Legislative Request Form Was Prepared By: Tony O'Brian

Contact Number: 404-382-2398

**HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT
AGREEMENT AND LEASE**

This Agreement (the "Agreement") is entered in to this ____ day of _____, 2016, by and between CITY OF ATLANTA ("City"), a municipal corporation of the State of Georgia and Qatar Airways Q.C.S.C. ("Tenant"), a Qatari Closed Shareholder Company organized and existing under and by virtue of the laws of the of the State of Qatar, who covenant and agree as follows:

Recitals

A. The City owns the Hartsfield-Jackson Atlanta International Airport (the "Airport"), in the Georgia Counties of Fulton and Clayton, and operates the Airport by and through the City's Department of Aviation, the chief executive officer of which is the Aviation General Manager (the "Aviation General Manager"); and

B. Tenant is an aircraft operator servicing the general public and has previously entered into an Airport Use License Agreement with the City of Atlanta, executed by Tenant on the 8th of March 2012, which authorizes Tenant to provide passenger and/or cargo flight service at the Airport; and

C. In furtherance of its operations described above, Tenant desires to lease from City certain premises and facilities and acquire certain rights, licenses, and privileges in connection with its use of the Airport, and the City is willing to lease and grant the same to Tenant upon the terms, provisions, and conditions hereinafter set forth; and

D. The Aviation General Manager has identified certain available space at the Airport which may be suitable for use by Tenant and has recommended that the City execute a lease for such space with Tenant; and

E. This Agreement has been authorized by Resolution _____ adopted by the Atlanta City Council on _____ and approved by the Mayor on _____; which is attached hereto as Appendix I.

Now therefore, in exchange for the covenants contained herein the City and Tenant agree as follows:

1. Premises

The rights and obligations described in this Agreement pertain to the leased premises described on the attached Appendix A and shown on the attached Appendix B (the "Premises"), which Appendices are incorporated herein and made a part hereof by reference.

2. Expansion, Contraction, Relocation

Attachment: Qatar_HJAIA_Lease_Packet (16-R-4701 : Qatar)

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QATAR AIRWAYS**

The Aviation General Manager and Tenant may from time to time agree to the expansion, contraction or relocation of part or all of the Premises (“Space Changes”). If the Aviation General Manager and Tenant do agree to the Space Changes, the rental paid by Tenant shall be adjusted based on the new square footage of the Premises. Such expansion, contraction or relocation shall not require further action of the Atlanta City Council and shall be effected by replacing Appendix A and Appendix B with revised Appendices approved by the Aviation General Manager and Tenant, provided however, that no such expansion shall increase or decrease the Premises by more than 2,000 square feet.

3. Use of the Premises

Tenant shall use the Premises in support of its passenger and/or cargo flight service operations at the Airport (the “Use”) and for no other purpose without the prior written consent of the Aviation General Manager.

4. Effective Date and Term

This Agreement shall be effective as of _____, which shall be the “Commencement Date”. The “Termination Date” shall be the earlier of September 30, 2017 or the actual effective date of termination in the event the Agreement is terminated as provided in Section 11, elsewhere in this Agreement, or by operation of law. The period beginning on the Commencement Date and ending on the Termination Date shall be referred to herein as the “Term”.

5. Usufruct; No Assignment or Sublet

Notwithstanding the Term, Tenant shall possess only a usufructuary interest in the Premises. This Agreement is not intended to, and shall not convey an estate for years or any real property rights beyond those benefits associated with a usufruct under the laws of the State of Georgia. Tenant may not assign any right or obligation conferred by this Agreement and may not assign or sublease any part of the Premises to any other party without the prior consent of the City, which consent may be given or withheld in the City’s sole discretion. Notwithstanding the foregoing, this Agreement can be assigned without the City’s consent to any corporation into which Tenant is merged or with which Tenant is consolidated.

6. Access; Compliance; Right of Entry

Tenant shall have access to the Premises at all times, provided that the City shall not be responsible or liable to Tenant for any period during which Tenant is unable to access the Premises due to a full or partial airport closure or any direct or indirect action of any party other than the City. In the event Tenant is prevented from accessing the Premises by a direct act of the City, Tenant’s sole and exclusive remedy shall be a pro rata abatement of rent for the period during which access was denied. Tenant’s right to

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access the Premises shall be subject to all applicable laws, regulations, rules, policies and directives pertaining to airport security and safety issued by the Transportation Security Administration, Federal Aviation Administration or the City. Tenant shall be solely responsible for the costs of complying with any such laws, regulations, rules, policies or directives. The City reserves the right to enter the Premises during the Term of this Agreement for maintenance, repair, and inspection upon reasonable notice to Tenant, unless such notice is impractical under the circumstances in which case no notice shall be required. No notice shall be required in the case of an actual or perceived emergency.

7. Condition and Maintenance of the Premises

Tenant accepts the Premises in its “as-is” condition. City makes no warranty either express or implied, as to the condition of the Premises or that the Premises will be suitable for Tenant’s purpose or needs. Tenant shall be solely responsible for any and all costs of maintaining its Premises. Tenant shall use commercially reasonable efforts to comply with the Terminal Curbside Policies as well as any other policies that deal in part or in whole with maintenance issues that have or may in the future be promulgated by the City.

8. Improvements, Modifications and Repairs

Tenant shall accomplish all necessary improvements, modifications, or repairs (hereinafter referred to collectively as “modifications”) as may be required for the Use at no expense to the City. The City will not reimburse Tenant for any costs incurred in connection therewith. City shall take title to all such modifications, excluding Tenant’s trade fixtures, equipment and other personal property, immediately upon installation or construction. Tenant must obtain the written consent of the Aviation General Manager prior to the commencement of any modifications to the Premises. Tenant must submit a request for modifications to the Aviation General Manager, along with detailed plans, specifications, schematic renderings, materials, color board(s), detailed layout and any other applicable documents or drawings, identifying trade fixtures or other personal property and equipment if known. If the Aviation General Manager requires the removal of the modifications, Tenant shall remove the modifications at termination and restore the Premises to its original condition as it was at the commencement of the Agreement, reasonable wear and tear excepted.

9. Rents and Charges

a. **Rent.** Rent shall be calculated and assessed based on the rate schedule set out in Appendix A, which is incorporated and made a part hereof by reference. Rental rates are subject to change from time to time during the Term upon fifteen (15) days written notice to Tenant. Rent is payable in advance on the first day of each month whether or not an invoice is issued to Tenant.

b. **Maintenance and Operations.** Tenant shall pay its pro rata share of

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maintenance and operations (“M&O”) charges, including utilities, whether furnished by City or purchased by City on behalf of Tenant, or furnished to Tenant by independent contractors. Tenant shall be invoiced separately for all such M&O charges by the Atlanta Airlines Terminal Corporation (“AATC”).

c. **Shared Costs.** Tenant shall also pay additional charges for the Use of the Premises arising from an allocation of shared costs including, but not limited to, the Automated Guideway Transit System, security, police, fire and insurance. These fees shall be due no later than ten (10) days from the date of the invoice.

d. **Tenant Finishes.** Tenant shall also pay its share of various airport improvement projects which are referred to in the various Central Passenger Terminal Complex leases as Tenant Finish Equipment and Systems Costs, or TFES-C rentals.

10. Place of Payment; Late Payment Penalties

a. All amounts due pursuant to this Agreement shall be payable to the CITY OF ATLANTA, DEPARTMENT OF AVIATION, P.O. BOX 920500, ATLANTA, GA 30392, or to such other place as designated in writing from time to time by the Aviation General Manager.

b. Any amount that is not paid within ten (10) days of the due date is subject to a late payment penalty calculated at the rate of ten percent (10%) per month (or fraction thereof) of the unpaid balance until paid, provided that the total amount of such penalty shall not exceed the maximum amount permitted by law. The date of payment shall be determined by the United States Postal Service cancellation date on the envelope transmitting the payment or comparable proof of mailing.

c. The termination of this Agreement shall not relieve Tenant of any liabilities or obligations hereunder which have accrued on or prior to the Termination Date. Tenant shall not abate, suspend, postpone, set-off, or discontinue any payments due hereunder, except as otherwise specifically provided in this Agreement.

11. Termination

a. Either party may terminate this Agreement with or without cause, at any time, upon thirty (30) days prior written notice to the other party.

b. The City may terminate this Agreement for default if Tenant fails to cure such default within ten (10) days of its receipt of written notice of default from the Aviation General Manager or his designee if such default is capable of being cured within such ten (10) day period. If such default is not capable of being cured within such ten (10) day period, City will not terminate this Agreement as long as Tenant commences to cure the default within such ten (10) day period and pursues such cure diligently to completion. Default shall consist of the

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failure by Tenant to comply with any condition or obligation set forth in this Agreement or with any law of the United States or the State of Georgia, or any ordinance of the City of Atlanta.

c. Tenant may terminate this Agreement for default if City fails to cure such default within ten (10) days of its receipt of written notice of default from Tenant if such default is capable of being cured within such ten (10) day period. If such default is not capable of being cured within such ten (10) day period, Tenant will not terminate this Agreement as long as City commences to cure the default within such ten (10) day period and pursues such cure diligently to completion. Default shall consist of the failure by City to comply with any condition or obligation set forth in this Agreement or with any law of the United States or the State of Georgia, or any ordinance of the City of Atlanta.

d. This Agreement is automatically terminated if Tenant becomes bankrupt, makes or proposes to make any arrangement for the benefit of creditors, has been adjudicated insolvent, has applied for reorganization of debts, has applied for the appointment of a receiver of its assets or to conduct its operations or has applied for a voluntary winding up or liquidation of its business.

12. Indemnity and Insurance

a. Tenant agrees to defend, indemnify and hold harmless the City, its officers, agents, officials and employees (hereinafter, collectively referred to as the “Indemnified Parties”) from and against all liability for bodily injuries to or deaths of persons or damage to property arising from the Use, or from Tenant’s occupation of the Premises, or otherwise from Tenant’s operations under this Agreement. Tenant also agrees to indemnify and hold harmless the Indemnified Parties from any and all losses, expenses, demands and claims against the Indemnified Parties sustained or alleged to have been sustained in connection with or to have arisen out of or resulting from the performance pursuant to this Agreement by Tenant, or any of its agents, contractors, subcontractors, officers or employees. Tenant further agrees that its obligation to indemnify and hold harmless the Indemnified Parties shall not be limited to the limits or terms of the liability insurance, required pursuant to this Agreement. However, nothing contained in this Section shall be construed as a release or indemnity by Tenant of an Indemnified Party from or against any loss, liability or claim to the extent arising from the negligence or willful misconduct of that Indemnified Party. Each party hereto shall give to the other prompt and timely written notice of any claim made or suit instituted coming to its knowledge which in any way directly or indirectly, contingently or otherwise, affects or might affect either, and each shall have the right to participate in the defense of the same to the extent of its own interest. This Indemnity and Insurance Section shall survive the termination or expiration of this Agreement.

b. Any and all companies providing insurance required pursuant to this Agreement must meet certain minimum financial security requirements as set

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forth below. These requirements conform to the ratings published by A.M. Best & Co. in the current Best's Key rating Guide-Property-Casualty. Each of the companies providing insurance pursuant to this must have current, the following:

- i) Best's Rating or other internationally recognized ratings acceptable to the City, in City's reasonable judgment, of not less than A-.
- ii) Best's Financial Size Category or other internationally recognized ratings acceptable to the City, in City's reasonable judgment, of not less than Class IX.

If the issuing company does not meet these minimum requirements written notification shall be mailed by City to Tenant, which shall promptly obtain a new policy issued by an insurer meeting such minimum requirements, and shall submit evidence of the same to the Aviation General Manager as required herein.

c. Upon failure of Tenant to furnish, deliver and maintain such insurance as herein provided, Tenant shall be in default and, in addition to City's other remedies, this Agreement, at the election of City, may be terminated. Failure of Tenant to obtain and/or to maintain any required insurance shall not relieve Tenant from any liability pursuant to this Agreement, nor shall these requirements be construed to conflict with Tenant's indemnification obligations.

d. Any and all insurance required pursuant to this Agreement shall be maintained during the Term, including any extension, thereto. City shall have the right to inquire into the adequacy of the insurance coverages set forth in this Agreement and to require reasonable adjustments as necessary. Each and every agent acting as Authorized Representative on behalf of a company affording coverage pursuant to this Agreement shall warrant when signing the certificate of insurance that specific authorization has been granted by companies for the agent to bind coverage as required and to execute the certificate of insurance as evidence of such coverage. Each agent, contractor and/or subcontractor must meet the same insurance requirements.

e. City shall, without exception, be given not less than thirty (30) days notice prior to cancellation for other than non-payment of premium or for material change of any insurance required by this Agreement. Non-payment of premium shall require ten (10) days notice of cancellation. Confirmation of this mandatory thirty (30)-day notice of cancellation shall appear on the certificate of insurance and on any and all insurance policies required pursuant to this Agreement.

f. City shall be covered as an additional insured, as its interest may appear, under any and all insurance required pursuant to this Agreement, and such insurance shall be primary with respect to the additional insured. Confirmation of

**Hartsfield – Jackson Atlanta International Airport
QATAR AIRWAYS**

this shall appear on the certificate of insurance, and on any and all applicable insurance policies. However, this requirement does not apply to workers' compensation or professional liability insurance.

g. Required Minimum Insurance Amount

Workers Compensation	Statutory
Bodily Injury by Accident/Disease	\$500,000 each policy

h. Commercial General Liability

Bodily Injury and Property Damage \$100 Million combined single limit

The following specific extensions of coverage shall be provided and indicated on the Certificate of Insurance.

- (1) Comprehensive Form
- (2) Contractual Insurance (Blanket or specific to this Agreement)
- (3) Personal Injury
- (4) Broad form Property Damage
- (5) Premises-Operations

i. Airside Vehicle and Aircraft Liability

Bodily Injury and Property Damage \$100 Million combined-single limit.

The following specific extensions of coverage shall be provided and indicated on the Certificate of Insurance:

- (1) Comprehensive Form
- (2) Owned, hired, leased and non-owned vehicles to be covered
- (3) Specific liability for vehicles operated on the Airfield

13. Compliance with Laws

Tenant shall obey all applicable federal, state, local and Airport rules and regulations, as may be amended from time to time, governing conduct and operations at airports. Tenant shall obtain and maintain at its own expense, all present and future permits and licenses required by all local, federal and state authorities, pertaining to the performance of its operations at the Airport.

14. Tenant Obligation with Respect to Environmental Matters

a. During the Term of this Agreement: (i) Tenant shall at its own cost comply with all federal, state, and local Environmental Laws and regulations applicable to its use of the Premises; (ii) except as required in the ordinary course of business

Attachment: Qatar_HJAIA_Lease_Packet (16-R-4701 : Qatar)

**Hartsfield – Jackson Atlanta International Airport
QATAR AIRWAYS**

and in compliance with applicable Environmental Laws, Tenant shall not take any action that would subject the Premises to requirements under any applicable Environmental Laws for storage, treatment or disposal of Hazardous Materials. As used herein, the term “Hazardous Materials” means any hazardous or toxic substance, material, or waste, which is or becomes regulated by any local governmental authority or the United States Government. Hazardous Materials include, without limitation, any material or substance that is (i) defined as a “hazardous waste” “extremely hazardous waste,” or “restricted hazardous waste,” or similar term under any applicable laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (ii) designated as a “hazardous substance” pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (iii) defined as a “hazardous waste” pursuant to Section 1004 of the Federal Resources Conservation and Recovery Act, 42 U.S. C. § 6911 *et seq.* (42 U.S.C. § 903) or (iv) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S. C. § 9601 *et seq.* (42 U.S.C. § 9601 *et seq.*) (42 U.S.C. § 9601).

b. Except in strict compliance with all applicable Environmental Laws (as defined herein) and any other applicable requirements, Tenant shall not allow the entrance of Hazardous Materials, as defined below, from the Leased Premises into the sewage and storm water drainage system serving the Airport. Other than those materials necessary for the operation of an air cargo facility, including Tenant’s equipment maintenance, Tenant shall not cause or permit any Hazardous Materials to be placed, held, stored, processed, treated, released or disposed of on or at the Leased Premises. Tenant hereby indemnifies the City from and against any breach by Tenant of the obligations stated in the preceding sentences, and agrees to defend and hold the City harmless from and against any and all loss, damage, cost and/or expenses (including, without limitation, fines assessed against the Tenant or the City, diminution in value of the Airport, damages for the loss or restriction on use of rentable or usable space or of any amenity on the Airport, damages arising from any adverse impact on leasing of space on the Airport, and sums paid in settlement of claims, reasonable attorneys’ fees, consultant fees, and expert fees) which arise during or after the Term (as defined in Section 3 herein) as a result of such breach. This indemnification of the City by the Tenant also includes, without limitation, costs incurred in connection with any investigation of the site conditions or any cleanup, remedial, removal, or restoration work required by any federal, state or local governmental agency or political subdivision, in accordance with applicable Environmental Laws, because of Hazardous Material present in the soil or ground water on or under the Airport which results from such a breach. Without limiting the foregoing, if the presence of any Hazardous Material on the Airport caused or permitted by the Tenant results in any contamination of the Airport, the Tenant shall promptly take all actions at its sole expense as are reasonably necessary to return the Airport to the condition existing prior to the introduction of such Hazardous Material to the Airport or as are reasonably necessary to comply

**Hartsfield – Jackson Atlanta International Airport
QATAR AIRWAYS**

with applicable Environmental Laws; provided that the City's approval of such actions, and the contractors to be used by the Tenant in connection therewith, shall first be obtained.

As used herein, the term "Hazardous Material" means any hazardous or toxic substance, material, or waste which is or becomes regulated by any local governmental authority or the United States Government. The term "Hazardous Material" includes, without limitation, any material or substance which is (a) defined as a "hazardous waste", "extremely hazardous waste", or "restricted hazardous waste" or similar term under any laws now or hereafter enacted by the United States or the State of Georgia or any political subdivision thereof, or (b) designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. § 1317), or (c) defined as "hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. § 6911 et seq. (42 U.S.C. § 903), or (d) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601 et seq. (42 U.S.C. § 9601).

As used herein, the term "Environmental Laws" shall mean all federal, state and local statutes, laws, codes, rules, regulations, ordinances, orders, standards, permits, licenses or requirements (including consent decrees, judicial decisions and administrative orders), currently in force, as amended or re-authorized, pertaining to the protection, preservation, conservation, or regulation of the environment, or imposing requirements relating to public or employee health and safety, including, without limitation, the FWPCA, RCRA, CERCLA, the Emergency Planning and Community Right to Know Act, 42 U.S.C. sec. 11001 et seq., the Clean Air Act, 42 U.S.C. sec. 7401 et seq., the Toxic Substance Control Act, 15 U.S.C. sec. 2601 et seq., the Safe Drinking Water Act, 42 U.S.C. sec. 300F et seq., and the Occupational Safety and Health Act, 29 U.S.C. sec. 651 et seq., each as amended or re-authorized.

c. The City and its employees, representatives and agents shall have access to the Leased Premises during reasonable hours and upon reasonable notice to the Tenant in order to conduct periodic environmental inspections and tests of Hazardous Material contamination on or at the Leased Premises. Such periodic environmental inspections shall not be performed in a manner which will disrupt the operations of the Tenant.

15. Non-Disturbance

Any Use by Tenant or its officers, agents, officials and employees shall be conducted in an orderly and proper manner and shall not otherwise annoy, disturb, create a hazard, or be offensive to surrounding areas, or interfere with other projects on, or the operations of, the Airport. Tenant shall promptly comply, and shall cause its officers, agents, officials and employees to promptly comply, with any request from the

**Hartsfield – Jackson Atlanta International Airport
QATAR AIRWAYS**

Aviation General Manager to correct such demeanor, conduct or any other inappropriate or offensive activities or operations as determined in the reasonable discretion of the Aviation General Manager. By execution of this Agreement, Tenant agrees that in the event Tenant, or its officers, agents, officials and employees, fails to so comply, the Aviation General Manager may, without terminating this Agreement, exercise the right to stop any or all such objectionable operations being performed that are related to Tenant's Use of the Premises or impose a fine for the period of such non-compliance. The fine is ten percent (10%) of the rent due during the period of such noncompliance. City shall not be responsible for any expense or liability resulting from such stoppage or fine pursuant to this section.

16. Non-Discrimination

Tenant agrees that no person shall be excluded from participation, denied benefits, or otherwise discriminated against in connection with Tenant's Use or occupancy of the Premises because of race, color, creed, religion, sex, domestic relationship status, parental status, familial status, sexual orientation, national origin, gender identity, age, or disability, or political affiliation. Tenant shall use the Premises in compliance all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A and as such Regulations may be amended. Tenant shall maintain and, upon demand, make available to an authorized representative of the City during normal business hours such of its books, records, accounts and other sources of information as may be pertinent to ascertain compliance with this provision.

17. Integrated Agreement, Modification

This Agreement contains all the agreements of the parties with respect to the Premises and the rights and obligations related thereto and, except as otherwise provided herein, cannot be further amended or modified except by written agreement of the parties. If the parties previously have entered into or do enter into any other agreement, license or lease covering premises or facilities at the Airport, this Agreement and the terms, conditions, provisions and covenants hereof shall apply only to the Premises herein particularly described, and shall supersede all prior agreements with respect thereto. Neither this Agreement nor any of the terms, conditions, provisions or covenants hereof shall in any way or in any respect change, amend, modify, alter, enlarge, impair or prejudice any of the rights, privileges, duties or obligations of either of the parties hereto under or by reason of any other agreement, lease or license between said parties.

18. Notices

All notices shall be mailed, using first class mail or overnight delivery, return receipt, to the respective parties at the following address:

Hartsfield – Jackson Atlanta International Airport
QATAR AIRWAYS

<p>IF TO CITY:</p> <p>Aviation General Manager City of Atlanta Department of Aviation 6000 N. Terminal Parkway Suite TA 4000 P.O. Box 20509 Atlanta, GA 30320</p>	<p>IF TO TENANT:</p>
---	----------------------

Attachment: Qatar_HJAIA_Lease_Packet (16-R-4701 : Qatar)

Hartsfield – Jackson Atlanta International Airport
QATAR AIRWAYS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized officers.

ATTEST:

QATAR AIRWAYS Q.C.S.C.:
(seal)

Chief Operating Officer

By: _____
Chief Executive Officer

ATTEST:

CITY OF ATLANTA: (seal)

Municipal Clerk

By: _____
Mayor

APPROVED:

APPROVED:

Aviation General Manager

Chief Procurement Officer

APPROVED AS TO FORM:

Senior Assistant City Attorney

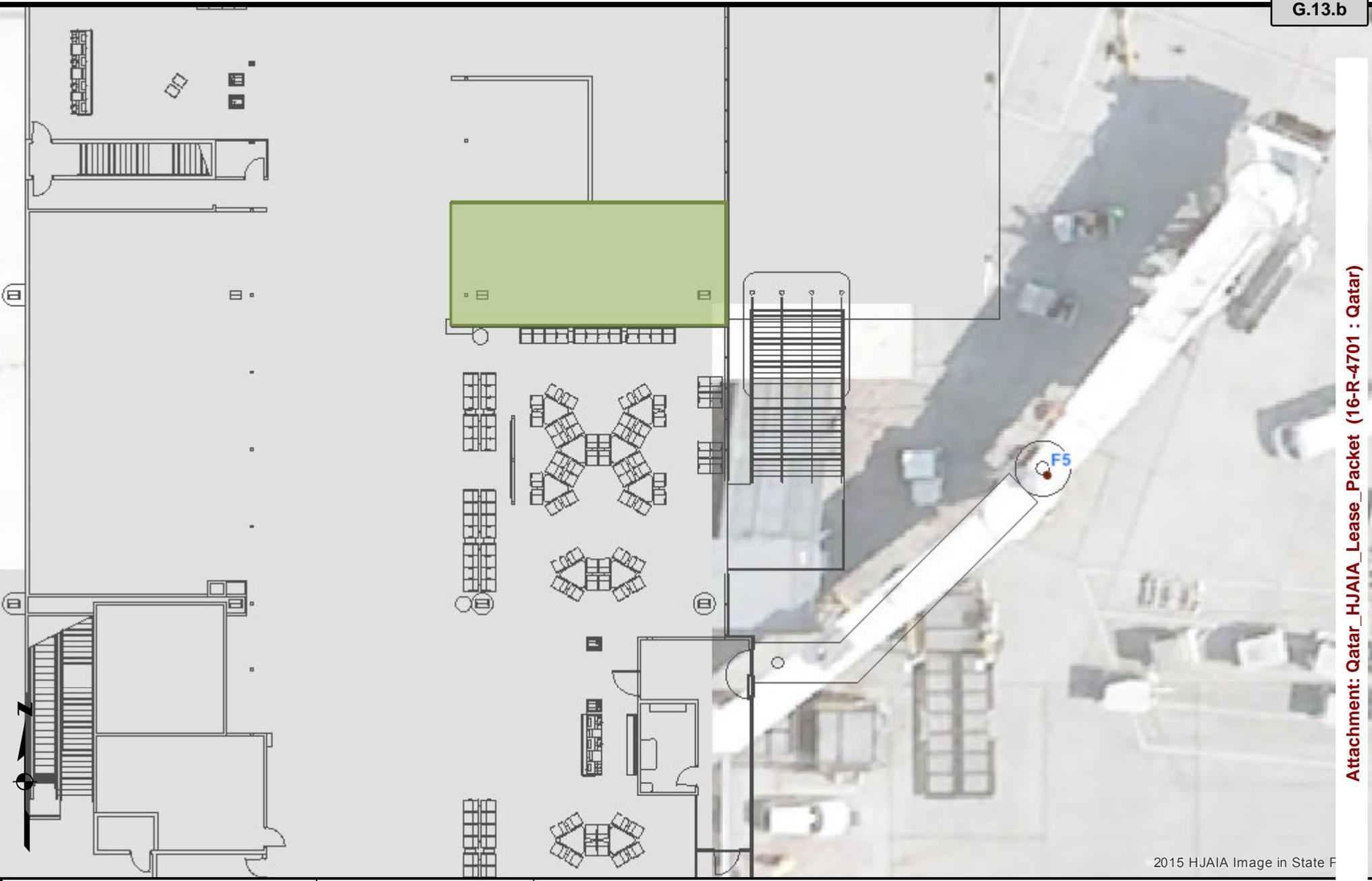
Attachment: Qatar_HJAIA_Lease_Packet (16-R-4701 : Qatar)



HJAIA LEASE - APPENDIX A
LEASED PREMISES - QATAR AIRWAYS QCSC

PREMISES DESCRIPTION				RATES		
LOCATION DESCRIPTION	LEVEL	SQ. FT.	RATE TYPE	RATE SF/YR	ANNUAL	MONTHLY
Concourse F Airline Office	Boarding	887.51	RENT	\$ 27.13	\$ 24,078.15	\$ 2,006.51
TOTALS		887.51			\$ 24,078.15	\$ 2,006.51

Attachment: Qatar_HJAIA_Lease_Packet (16-R-4701 : Qatar)



2015 HJAIA Image in State F

Attachment: Qatar_HJAIA_Lease_Packet (16-R-4701 : Qatar)

QATAR
AIRWAYS القطرية

Hartsfield-Jackson
Atlanta International Airport

HJAIA LEASE
APPENDIX B

Maynard H. Jackson, Jr. International Terminal
Boarding Level, Concourse F
Approximately 887.51 SF / 82.45 SM

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY- EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") did solicit Bids for Contract Number FC-8837, Atlanta Streetcar Safety and Security Consulting Services ("Contract"); and

WHEREAS, the City is in need of consulting services in order to continue to maintain a safe environment for the public and patrons of the Atlanta Streetcar; and

WHEREAS, after reviewing and evaluating the Bids, the Commissioner of the Department of Public Works and the Chief Procurement Officer recommend that the Contract be awarded to Transit Safety & Security Solutions, Inc., in an amount not to exceed Nine Hundred Forty- Eight Thousand Eight Hundred Fifty-Four Dollars And Thirty-Five Cents (\$948,854.35); and

WHEREAS, the base term of the Contract is for a period of two (2) years with an option to renew for three (3) additional one (1) year periods to be exercised at the sole discretion of the City; and

WHEREAS, the City has determined that it is desirable and in its best interest to make such recommended award.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to execute Contract Number FC-8837, Atlanta Streetcar Safety and Security Consulting Services for the Atlanta Streetcar with Transit Safety & Security Solutions, Inc., on behalf of the Department of Public Works, in an amount not to exceed Nine Hundred Forty- Eight Thousand Eight Hundred Fifty-Four Dollars And Thirty-Five Cents (\$948,854.35).

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from FDOA: 2501 (Intergovernmental Grant Fund) 130316 (DPW - Streetcar Services) 5212001 (Consulting/Prof Serv) 7550001(Street Car Project) 211934 (Streetcar O&M) 250132250 (CMAQ)

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the appropriate Agreement for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, that the Agreement will not become binding upon the City, and the City will incur no liability under it, until the Agreement has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Transit Safety & Security Solutions, Inc.

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4702

A RESOLUTION BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY- EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Workflow List:

Kajara Anderson	Completed	11/17/2016 9:05 AM
Richard Mendoza	Completed	11/17/2016 9:16 AM
Finance	Completed	11/17/2016 9:52 AM
Procurement	Completed	11/17/2016 12:29 PM
Adam Smith	Completed	11/17/2016 1:06 PM
Mayor's Office	Completed	11/17/2016 1:13 PM
Office of Research and Policy Analysis	Completed	11/22/2016 9:06 AM
Transportation Committee	Pending	11/30/2016 10:30 AM
Atlanta City Council	Pending	12/05/2016 1:00 PM
Mayor's Office	Pending	

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: KAJARA ANDERSON

Contact Number: 404-330-6596

Originating Department: THE DEPARTMENT OF PUBLIC WORKS

Committee(s) of Purview: CITY UTILITIES COMMITTEE

Chief of Staff Deadline: November 10, 2016

Anticipated Committee Meeting Date(s): November 29, 2016

Anticipated Full Council Date: December 5, 2016

Legislative Counsel's Signature: [Signature]

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

Chief Information Officer Signature (for IT Procurements) n/a

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: \$948,854.35

Mayor's Staff Only

Received by CPO: (date)

Received by LC from CPO: (date)

Received by Mayor's Office: 11/10/16 [Signature] (date)

Reviewed by: [Signature] (date)

Submitted to Council: (date)

DC05 11/16/16

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") did solicit Bids for Contract Number FC-8837, Atlanta Streetcar Safety and Security Consulting Services ("**Contract**"); and

WHEREAS, the City is in need of consulting services in order to continue to maintain a safe environment for the public and patrons of the Atlanta Streetcar; and

WHEREAS, after reviewing and evaluating the Bids, the Commissioner of the Department of Public Works and the Chief Procurement Officer recommend that the Contract be awarded to Transit Safety & Security Solutions, Inc., in an amount not to exceed Nine Hundred Forty- Eight Thousand Eight Hundred Fifty-Four Dollars And Thirty-Five Cents (\$948,854.35); and

WHEREAS, the base term of the Contract is for a period of two (2) years with an option to renew for three (3) additional one (1) year periods to be exercised at the sole discretion of the City; and

WHEREAS, the City has determined that it is desirable and in its best interest to make such recommended award.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor, or his designee, is authorized to execute Contract Number FC-8837, Atlanta Streetcar Safety and Security Consulting Services for the Atlanta Streetcar with Transit Safety & Security Solutions, Inc., on behalf of the Department of Public Works, in an amount not to exceed Nine Hundred Forty- Eight Thousand Eight Hundred Fifty-Four Dollars And Thirty-Five Cents (\$948,854.35).

BE IT FURTHER RESOLVED, that all contracted work shall be charged to and paid from FDOA: 2501 (Intergovernmental Grant Fund) 130316 (DPW – Streetcar Services) 5212001 (Consulting/Prof Serv) 7550001(Street Car Project) 211934 (Streetcar O&M) 250132250 (CMAQ)

BE IT FURTHER RESOLVED, that the Chief Procurement Officer is directed to assist the City Attorney in the preparation of the appropriate Agreement for execution by the Mayor, or his designee.

BE IT FINALLY RESOLVED, that the Agreement will not become binding upon the City, and the City will incur no liability under it, until the Agreement has been approved by the City Attorney as to form, executed by the Mayor, attested to by the Municipal Clerk, and delivered to Transit Safety & Security Solutions, Inc.

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: CITY UTILITIES COMMITTEE

Caption:

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY- EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

Council Meeting Date: November 29, 2016

Legislation Title: FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR

Requesting Dept.: THE DEPARTMENT OF PUBLIC WORKS

B. To be completed by the department:

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

The purposes of this legislation is authorized a contract be awarded to Transit Safety & Security Solutions, Inc., in an amount not to exceed Nine Hundred Forty- Eight Thousand, Eight Hundred Fifty-Four Dollars And Thirty-Five Cents (\$948,854.35).

2. Please provide background information regarding this legislation.

The purpose of these services is to maintain a safe environment for the public and patrons of the Atlanta Streetcar. This work requires specialization in the fields of system safety and system security; development of standard and emergency operating procedures, and the ability to work directly with agency personnel in the field to develop procedures from established activities. This work addresses the requirements identified by the Federal Transit Administration (FTA) for Rail Fixed Guideway Systems/State Safety Oversight, per 49 CFR Part 659. This work also requires specialized expertise in compliance with the provisions to ensure compliance with all Federal and State Safety Oversight (GDOT) requirements.

A suitably-certified and qualified consultant is needed to provide consulting services to address the requirements identified by the Federal Transit Administration (FTA) for Rail Fixed Guideway Systems/State Safety Oversight, per 49 CFR Part 659, and to provide specialized expertise in compliance with the provisions to ensure compliance with all Federal and State Safety Oversight (GDOT) requirements.

These required services are necessary on a continuing basis to support Atlanta Streetcar to maintain a safe environment for the public and patrons of the ASC, and failure to ensure them could have potentially put the ASC environment at risk.

Atlanta Streetcar (ASC) has developed scope and requirements for a long-term contract to procure for safety and security consulting services. The Consultant shall complete tasks in accordance with the terms and conditions of the contract including dates and formats for all identified deliverables.

These tasks concern the maintenance and development of plans, programs and procedures and other documentation to meet the requirements of 49 CFR Part 659. Specific activities to support these tasks will include:

- Development of new documents and procedures
- Revision and enhancement of existing procedures and plans which may require document reviews, interviews with streetcar management and with those responsible for the safety/security function, interviews with other key personnel
- Field work, including presentations, inspections and verifications
- Other support services

3. If Applicable/Known:

(a) Contract Type: Services

(b) Source Selection: RFP

(c) Bids/Proposals Due: August 19, 2016, 2:00 PM EDT

(d) Invitations Issued:

(e) Number of Bids/Proposals Received: Four (4)

(f) Bidders/Proponents:

- 1. Transit Safety & Security Solutions, Inc.**
- 2. Elert and Associates Networking Division, Inc.**
- 3. Interactive Elements, Inc.**
- 4. Gannet Fleming**

(g) Background:

(h) Term of Contract: Two (2) years with the option to renew for three (3) additional one (1) year periods.

4. Fund Account Center: 2501 (Intergovernmental Grant Fund) 130316 (DPW – Streetcar Services) 5212001 (Consulting/Prof Serv) 7550001(Street Car Project) 211934 (Streetcar O&M) 250132250 (CMAQ)

5. Source of Funds: Federal – CMAQ

6. FISCAL IMPACT

- Cost will be covered by the Department’s current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department’s current year budget – see account string in legislation

Or

Note

7. Method of Cost Recovery:

8. Approvals:

DOF:

DOL:

**This Legislative Request Form Was Prepared By: Elvis Gibbs
Contact Number: 404-865-8704**

CITY OF ATLANTA
DEPT. OF PROCUREMENT



2016 OCT 11 AM 9:55

CITY OF ATLANTA

KASIM REED
MAYOR

55 TRINITY AVENUE, S.W.
SUITE 4700, CITY HALL SOUTH
ATLANTA, GEORGIA 30303-3531
TEL. (404) 330-6248
FAX. (404) 658-7552

DEPARTMENT OF PUBLIC WORKS
Richard Mendoza
Commissioner

Larry King
Deputy Commissioner

MEMORANDUM FOR: RECOMMENDATION FOR AWARD

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Richard Mendoza, Commissioner
Department of Public Works

DATE: October 11, 2016

RE: FC-8837, Atlanta Streetcar Safety and Security Consulting Services

A. ADVERTISEMENT:

A public notice advising interested proponents in the Request for Proposal (RFP) for a contract for FC-8837, Atlanta Streetcar Safety and Security Consulting Services appeared on the City of Atlanta website on or around July 8, 2016.

B. SOURCE OF SOLICITATION:

A total of four (4) responses to the RFP were submitted by the due date and time August 19, 2016, at 2:00 p.m., EDT.

Proponent

- 1 Transit Safety & Security Solutions, Inc.
- 2 Elert and Associates Networking Division, Inc.
- 3 Interactive Elements, Inc.
- 4 Gannet Fleming

C. CONTRACT AWARD RECOMMENDATION:

The Department of Public Works has determined that **Transit Safety & Security Solutions, Inc. (TSA)** demonstrates that they are most the most-qualified proponent that offers the best value to the City in

Page 2 of 2
Recommendation For Award, FC-8837
Atlanta Streetcar Safety and Security Consulting Services
October 11, 2016

accordance with the RFP, and therefore recommends award of a contract with TSA for the above-referenced services.

D. BASIS FOR RECOMMENDATION:

The Evaluation Committee reviewed and evaluated the Proposals in accordance with the RFP and the criteria specified therein and as listed below, and with the City's Code of Ordinances, and considered the information required to be submitted in each Proposal.

	GRADED ITEMS	RELATIVE WEIGHT
1	Executive Summary	5%
2	Organizational Structure	5%
3	Experience and Qualifications of Key Staff	15%
4	Overall Experience, Qualifications, and Performance on Previous Similar Projects	25%
5	Management Plan	15%
6	Cost Proposal	10%
7	OCC Programs	15%
8	Financial Capability	10%

E. AWARD AMOUNT:

The term of the contract is for two (2) Years Base with three (3) additional 1-Year options to renew . The Not-to-Exceed amount for this award is Nine-Hundred Forty Eight Thousand, Eight Hundred Fifty Four Dollars and Thirty-Five Cents (\$948,854.35).

If additional information is needed, please feel free to contact Elvis G. Gibbs at 404-865-8704 or me at your earliest convenience.

cc:	Larry King	Darryll Simpson	Cheryl B. Hedgemon
	Keith Brooks	Elvis G. Gibbs	Contract File



CITY OF ATLANTA

Kasim Reed
Mayor

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

DEPARTMENT OF PROCUREMENT
Adam L. Smith, Esq., CPPO, CPPB, CPPM, CPP,
CIPC, CISCC, CIGPM, CPFC
Chief Procurement Officer
asmith@atlantaga.gov

MEMORANDUM

TO: Alison Knight
Interim Director
Office of Risk Management

Larry Scott
Director
Office of Contract Compliance

CC: Bruce Bell, Senior Contract Compliance manager
Navarone Dozier, Risk Analyst, Office of Risk Management

FROM: Adam L. Smith 

RE: FC-8837, Atlanta Streetcar Safety and Security Consulting Services

DATE: August 31, 2016

Please find attached one (1) copy each of four (4) proposals received on August 12, 2016, from

1. Gannett Flemming,
2. Elert and Associates,
3. Transit Safety & Security Solutions, and
4. Interactive Elements, Inc.

Your written recommendation is due to me by Monday, September 12, 2016.

For additional information, please contact Elvis G. Gibbs, Contracting Officer, at (404)-865-8704.

Your cooperation will be greatly appreciated with this matter.

ASL/egg





CITY OF ATLANTA

Kasim Reed
Mayor

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

OFFICE OF CONTRACT COMPLIANCE
Larry Scott
Director
LScott@atlantaga.gov

MEMORANDUM

TO: Adam L. Smith, Chief Procurement Officer
Department of Procurement

FROM: Larry Scott, Director *(L.S.)*
Mayor's Office of Contract Compliance

RE: Recommendation for FC 8837, Atlanta Streetcar Safety and Security
Consulting Services

DATE: September 2, 2016

The Mayor's Office of Contract Compliance has reviewed four proposals for Disadvantaged Business Enterprise (DBE) participation. All four proponents have been deemed responsive. For your information, they have committed to utilize DBEs as indicated below:

Gannett Fleming, Inc.		(15 Pts.)
ADS System Safety Consulting, LLC	DBE	31.5%
Participation Total		DBE Total = 31.15%
Interactive Elements, Inc.		(15 Pts.)
Interactive Elements, Inc.	DBE	100%
Participation Total		DBE Total = 100%
Elert and Associates		(15 Pts.)
Graham & Associates	DBE	32%
Participation Total		DBE Total = 32%
Transit Safety & Security Solutions		(15 Pts.)
Transit Safety & Security Solutions	DBE	100%
Participation Total		DBE Total = 100%

If you have questions, please contact me at (404) 330-6010 or Bruce T. Bell at (404) 330-6009.

cc: File
Elvis Gibbs, DOP

Completed on 9/14/2016

City of Atlanta
Enterprise Risk Management
Contract Evaluations

Analysis of the Financial Statements of the Proponents

From: Navarone Dozier

To: Elvis Gibbs

Project: FC-8837 Atlanta Streetcar Safety and Security Consulting Services

Reviewed and Approved by: Navarone
Dozier

Maximum Score 10

#	Company	Rating	Description
1	Transit Safety & Security Solutions	6.0	
2	Elert and Associates	10.0	
3	Interactive Elements Inc	6.3	
4	Gannett Flemming	10.0	
5			
6			

Note:

(1) The evaluations were based on the proponents' financial statements using various financial ratios.



GEORGIA
CORPORATIONS DIVISION

GEORGIA SECRETARY OF STATE
BRIAN P. KEMP

[HOME \(/\)](#)

BUSINESS SEARCH

BUSINESS INFORMATION

Business Name: **Transit Safety & Security Solutions, Inc.** Control Number: **14054513**

Business Type: **Foreign Profit Corporation** Business Status: **Active/Compliance**

Business Purpose:

Principal Office Address: **1600 Glenarm Place, Suite 304, Denver, CO, 80202** Date of Formation / Registration Date: **5/19/2014**

Jurisdiction: **Texas** Last Annual Registration Year: **2016**

REGISTERED AGENT INFORMATION

Registered Agent Name: **Michael Austin**

Physical Address: **3695 Cascade Road, Unit 189, Fulton, Atlanta, GA, 30331, USA**

OFFICER INFORMATION

Name	Title	Business Address
Jean Claude Aurel	CEO	1600 Glenarm Place, Suite 304, Denver, CO, 80202, USA
Anthony Smith	CFO	7817 S. Reilly Terrace, Chicago, IL, 60652, USA
Mario Bailey	Secretary	17230 S. Louis Court, South Holland, IL, 60473, USA

[Back](#)

[Filing History](#)

[Name History](#)

[Return to Business Search](#)

SAM Search Results
List of records matching your search for :

Search Term : "Transit Safety & Security Solutions*"
Record Status: Active

ENTITY	TRANSIT SAFETY & SECURITY SOLUTIONS, INC.	Status:Active
DUNS: 016586102	+4:	CAGE Code: 6W1W6 DoDAAC:
Expiration Date: Dec 8, 2016	Has Active Exclusion?: No	Delinquent Federal Debt?: No
Address: 1600 GLENARM PL APT 1703		
City: DENVER	State/Province: COLORADO	
ZIP Code: 80202-4326	Country: UNITED STATES	

**DEPARTMENT OF PROCUREMENT
LEGISLATION SUMMARY**

TO: CITY UTILITIES COMMITTEE

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY- EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

COMMITTEE MEETING

DATE: November 29, 2016

COUNCIL MEETING

DATE: December 5, 2016

LEGISLATION TITLE: FC-8837, Atlanta Streetcar Safety and Security Consulting Services

REQUESTING DEPT.: Department of Public Works

CONTRACT TYPE: Services

AWARDEES: Transit Safety & Security Solutions, Inc.

SOURCE SELECTION: RFP

PROPOSALS/BIDS DUE: August 19, 2016, 2:00 PM EDT

INVITATIONS MAILED: July 8, 2016

PROPOSALS/BIDS

RECEIVED: Four (4)

PROPONENTS/BIDDERS:

- 1. Transit Safety & Security Solutions, Inc.**
- 2. Elert and Associates Networking Division, Inc.**
- 3. Interactive Elements, Inc.**
- 4. Gannet Fleming**

CONTRACTOR: Transit Safety & Security Solutions, Inc.

ESTIMATED VALUE: **\$948,854.35**

SCOPE SUMMARY: **Consultant to furnish professional transit safety and security consulting services in support of the Atlanta Streetcar project to include:**

- 1. Development of new documents and procedures, and**
- 2. Revision and enhancement of existing procedures and plans:**
 - a. document reviews,**
 - b. interviews with streetcar management and with those responsible for the safety/security function, and**
 - c. interviews with other key personnel**
- 3. Field work, including presentations, inspections and verifications, and**
- 4. Other safety and security-related consulting services**

BACKGROUND: **N/A**

EVALUATION TEAM COMPOSITION: **DPW, Risk Management and OCC**

TERM OF CONTRACT: **Two (2) years with the option to renew for three (3) additional one (1) year periods.**

FUND ACCOUNT CENTERS: **2501 (Intergovernmental Grant Fund) 130316 (DPW – Streetcar Services) 5212001 (Consulting/Prof Serv) 7550001(Street Car Project) 211934 (Streetcar O&M) 250132250 (CMAQ)**

PREPARED BY: **Elvis G. Gibbs, CPPO, PMP®, CPMM, Business and FTA Procurement Manager**

CONTACT NUMBER: **404-865-8704 / 470-230-0242**

16-R

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO EXECUTE

A CONTRACT WITH TRANSIT SAFETY & SECURITY SOLUTIONS, INC., FOR FC-8837, ATLANTA STREETCAR SAFETY AND SECURITY CONSULTING SERVICES FOR THE ATLANTA STREETCAR, ON BEHALF OF THE DEPARTMENT OF PUBLIC WORKS, IN AN AMOUNT NOT TO EXCEED NINE HUNDRED FORTY-EIGHT THOUSAND EIGHT HUNDRED FIFTY-FOUR DOLLARS AND THIRTY-FIVE CENTS (\$948,854.35); ALL CONTRACTED WORK TO BE CHARGED TO AND PAID FROM VARIOUS FUND, DEPARTMENT, ORGANIZATION AND ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Date Referred: _____
 Referred To: _____
 Date Referred: _____
 Referred To: _____

Committee Date Chair Referred To	First Reading		<input type="checkbox"/> 2 nd <input type="checkbox"/> 1 st & 2 nd <input type="checkbox"/> 3 rd FINAL COUNCIL ACTION Readings <input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> RC Vote
	Committee	Committee	

Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members	Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members	MAYOR'S ACTION
Refer To Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members	Refer To Committee Date Chair Action Fav, Adv, Hold (see rev. side) Other Members	

AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ESTABLISH THE LEFT TURNING LANE FROM NORTHBOUND NORTHSIDE DRIVE, SW ONTO THE WESTBOUND LANES OF MARTIN LUTHER KING JR, DRIVE SW; AND FOR OTHER PURPOSES.(REFERRED BACK TO TRANSPORTATION COMMITTEE BY FULL COUNCIL 7/6/15.)

WHEREAS, at the beginning of 2014, the left-turn lane from northbound Northside Drive, SW onto the Westbound Martin Luther King Jr. Drive, SW was closed for construction related to the new Falcons Stadium; and

WHEREAS, the lane closure has caused a severe inconvenience to residents and commuters, forcing drivers to seek alternative routes to reach their destinations; and

WHEREAS, pursuant to 14-R-3203 adopted by Council on March 3, 2015 and approved by the Mayor without signature on March 12, 2015, the Council authorized the Department of Public Works to reevaluate the closure of the lane; and

WHEREAS, Council has not been provided information regarding the evaluation; and

WHEREAS, Council desires to re-establish the left-turn lane to ensure continued vehicular access to points west of Northside Drive, SW along Martin Luther King, Jr. Drive S.W.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is hereby authorized to re-establish the left turning lane from northbound Northside Drive, SW onto the westbound lanes of Martin Luther King Jr. Drive, S.W.

BE IT FURTHER ORDAINED that the left-turn lane from north bound Northside Drive, SW onto the west bound lanes of Martin Luther King Jr. Drive, S.W. be re-established immediately after the passage of this resolution.

BE IT FINALLY ORDAINED that all resolutions and parts of resolutions in conflict herewith are hereby repealed for purposes of this resolution only, and only to the extent of the conflict.

CITY COUNCIL
ATLANTA, GEORGIA

15-O-1268

SPONSOR SIGNATURES

A large, stylized handwritten signature in black ink, appearing to read 'Michael Julian Bond', written over a horizontal line.

Michael Julian Bond, Councilmember, Post 1 At-Large

**CITY COUNCIL
ATLANTA, GEORGIA**

15-O-1268

AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ESTABLISH THE LEFT TURNING LAND FROM NORTHBOUND NORTHSIDE DRIVE, SW ONTO THE WESTBOUND LANES OF MARTIN LUTHER KING JR, DRIVE SW; AND FOR OTHER PURPOSES.(REFERRED BACK TO TRANSPORTATION COMMITTEE BY FULL COUNCIL 7/6/15.)

Workflow List:

Clerk of Council	Completed	06/02/2015 12:24 PM
Atlanta City Council	Completed	06/01/2015 1:00 PM
Transportation Committee	Completed	06/10/2015 10:30 AM
Atlanta City Council	Completed	06/15/2015 1:00 PM
Transportation Committee	Completed	06/24/2015 10:30 AM
Atlanta City Council	Completed	07/06/2015 1:00 PM
Transportation Committee	Completed	07/15/2015 10:30 AM
Atlanta City Council	Completed	07/20/2015 1:00 PM
Transportation Committee	Completed	07/29/2015 10:30 AM
Atlanta City Council	Completed	08/17/2015 1:00 PM
Transportation Committee	Completed	08/26/2015 10:30 AM
Atlanta City Council	Completed	09/08/2015 1:00 PM
Transportation Committee	Completed	09/16/2015 10:30 AM
Atlanta City Council	Completed	09/21/2015 1:00 PM
Transportation Committee	Completed	09/30/2015 10:30 AM
Atlanta City Council	Completed	10/05/2015 1:00 PM
Transportation Committee	Completed	10/14/2015 10:30 AM
Atlanta City Council	Completed	10/19/2015 1:00 PM
Transportation Committee	Completed	10/28/2015 10:30 AM
Atlanta City Council	Completed	11/02/2015 1:00 PM
Transportation Committee	Completed	11/10/2015 10:30 AM
Atlanta City Council	Completed	11/16/2015 1:00 PM
Transportation Committee	Completed	12/02/2015 10:30 AM
Atlanta City Council	Completed	12/07/2015 1:00 PM
Transportation Committee	Completed	12/16/2015 10:30 AM
Atlanta City Council	Completed	01/04/2016 1:00 PM
Transportation Committee	Completed	01/13/2016 10:30 AM
Atlanta City Council	Completed	01/19/2016 1:00 PM
Transportation Committee	Completed	01/27/2016 10:30 AM
Atlanta City Council	Completed	02/01/2016 1:00 PM
Transportation Committee	Completed	02/10/2016 10:30 AM
Atlanta City Council	Completed	02/15/2016 1:00 PM
Transportation Committee	Completed	02/24/2016 10:30 AM
Atlanta City Council	Completed	03/07/2016 1:00 PM
Mayor's Office	Skipped	03/16/2016 12:14 PM
Transportation Committee	Completed	03/16/2016 10:30 AM
Atlanta City Council	Completed	03/21/2016 1:00 PM
Atlanta City Council	Completed	03/21/2016 1:00 PM
Transportation Committee	Completed	03/30/2016 10:30 AM
Atlanta City Council	Completed	04/18/2016 1:00 PM
Transportation Committee	Completed	04/27/2016 10:30 AM

Atlanta City Council	Completed	05/02/2016 1:00 PM
Transportation Committee	Completed	05/11/2016 10:30 AM
Atlanta City Council	Completed	05/16/2016 1:00 PM
Transportation Committee	Completed	05/25/2016 10:30 AM
Atlanta City Council	Completed	06/06/2016 1:00 PM
Transportation Committee	Completed	06/15/2016 10:30 AM
Atlanta City Council	Completed	06/20/2016 1:00 PM
Transportation Committee	Completed	06/29/2016 10:30 AM
Atlanta City Council	Completed	07/05/2016 1:00 PM
Transportation Committee	Completed	07/13/2016 10:30 AM
Atlanta City Council	Completed	07/18/2016 1:00 PM
Transportation Committee	Completed	07/27/2016 10:30 AM
Atlanta City Council	Completed	08/15/2016 1:00 PM
Transportation Committee	Completed	08/24/2016 10:30 AM
Atlanta City Council	Completed	09/06/2016 1:00 PM
Transportation Committee	Completed	09/14/2016 10:30 AM
Atlanta City Council	Completed	09/19/2016 1:00 PM
Transportation Committee	Completed	09/28/2016 10:30 AM
Atlanta City Council	Completed	10/03/2016 1:00 PM
Transportation Committee	Completed	10/12/2016 10:30 AM
Atlanta City Council	Completed	10/17/2016 1:00 PM
Transportation Committee	Completed	10/26/2016 10:30 AM
Atlanta City Council	Completed	11/07/2016 1:00 PM
Transportation Committee	Completed	11/16/2016 10:30 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM

HISTORY:

06/01/15 Atlanta City Council REFERRED WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 6/10/2015 10:30 AM
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06/10/15 Transportation Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]
AYES:	Moore, Martin, Archibong, Dickens, Norwood, Smith, Wan

06/15/15 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 6/24/2015 10:30 AM
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06/24/15 Transportation Committee

07/06/15 Atlanta City Council REFERRED TO COMMITTEE

RESULT:	RETURNED AS HELD	Next: 12/16/2015 10:30 AM
12/16/15	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 1/4/2016 1:00 PM
01/04/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 1/13/2016 10:30 AM
01/13/16	Transportation Committee	
01/19/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 1/27/2016 10:30 AM
01/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 2/1/2016 1:00 PM
02/01/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 2/10/2016 10:30 AM
02/10/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 2/15/2016 1:00 PM
02/15/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 2/24/2016 10:30 AM
02/24/16	Transportation Committee	
03/07/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 3/16/2016 10:30 AM
03/16/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 3/21/2016 1:00 PM
03/21/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 3/30/2016 10:30 AM
03/30/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 4/18/2016 1:00 PM
04/18/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 4/27/2016 10:30 AM
04/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/2/2016 1:00 PM
05/02/16	Atlanta City Council	RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 5/11/2016 10:30 AM
05/11/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/16/2016 1:00 PM
05/16/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/25/2016 10:30 AM
05/25/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/6/2016 1:00 PM
06/06/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/15/2016 10:30 AM
06/15/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/20/2016 1:00 PM
06/20/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/29/2016 10:30 AM
06/29/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2016 1:00 PM
07/05/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/13/2016 10:30 AM
07/13/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/18/2016 1:00 PM
07/18/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/27/2016 10:30 AM
07/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/15/2016 1:00 PM
08/15/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/24/2016 10:30 AM
08/24/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2016 1:00 PM
09/06/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/14/2016 10:30 AM
09/14/16	Transportation Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 9/19/2016 1:00 PM
09/19/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/28/2016 10:30 AM
09/28/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/3/2016 1:00 PM
10/03/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/12/2016 10:30 AM
10/12/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/17/2016 1:00 PM
10/17/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/26/2016 10:30 AM
10/26/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 11/7/2016 1:00 PM
11/07/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/16/2016 10:30 AM
11/16/16	Transportation Committee	
11/21/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/30/2016 10:30 AM

15-O-1268

AN ORDINANCE BY COUNCILMEMBER MICHAEL JULIAN BOND AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ESTABLISH THE LEFT TURNING LAND FROM NORTHBOUND NORTHSIDE DRIVE, SW ONTO THE WESTBOUND LANES OF MARTIN LUTHER KING JR, DRIVE SW; AND FOR OTHER PURPOSES.

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

~~ORDINANCE~~
~~A RESOLUTION~~
~~BY COUNCILMEMBER MICHAEL J. BOND~~

~~ORDINANCE~~
~~A RESOLUTION~~ AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ESTABLISH THE LEFT TURNING LANE FROM NORTHBOUND NORTHSIDE DRIVE, S.W. ONTO THE WESTBOUND LANES OF MARTIN LUTHER KING JR. DRIVE, S.W.; AND FOR OTHER PURPOSES.

WHEREAS, at the beginning of 2014, the left-turn lane from northbound Northside Drive, SW onto the Westbound Martin Luther King Jr. Drive, SW was closed for construction related to the new Falcons Stadium; and

WHEREAS, the lane closure has caused a severe inconvenience to residents and commuters, forcing drivers to seek alternative routes to reach their destinations; and

WHEREAS, pursuant to 14-R-3203 adopted by Council on March 3, 2015 and approved by the Mayor without signature on March 12, 2015, the Council authorized the Department of Public Works to re-evaluate the closer of the lane; and

WHEREAS, Council has not been provided information regarding the evaluation; and

WHEREAS, Council desires to re-establish the left-turn lane to ensure continued vehicular access to points west of Northside Drive, SW along Martin Luther King, Jr. Drive S.W.

~~RESOLVED~~ BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the Mayor or his designee is hereby authorized to re-establish the left turning lane from northbound Northside Drive, SW onto the westbound lanes of Martin Luther King Jr. Drive, S.W.

~~RESOLVED~~ that the left-turn lane from north bound Northside Drive, SW onto the west bound lanes of Martin Luther King Jr. Drive, S.W. be re-established immediately after the passage of this resolution.

~~RESOLVED~~ that all resolutions and parts of resolutions in conflict herewith are hereby repealed for purposes of this resolution only, and only to the extent of the conflict.

Attachment: 7 LEFT TURN LANE (15-O-1268 : Re-establish Left Turn Lane from a certain point on Northside Drive to Martin Luther King, Jr.

#7

<p style="text-align: center;">(Do Not Write Above This Line)</p> <p style="font-size: 2em; font-weight: bold; text-align: center;">A RESOLUTION BY COUNCIL MEMBER MICHAEL J. BOND</p> <p>A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO RE-ESTABLISH THE LEFT TURNING LANE FROM NORTHBOUND NORTHSIDE DRIVE, S.W. ONTO THE WESTBOUND LANES OF MARTIN LUTHER KING JR. DRIVE, S.W.; AND FOR OTHER PURPOSES.</p>	<p>Committee _____ Date _____ Chair _____ Referred To _____</p> <p style="text-align: center;">First Reading</p>	<p style="text-align: center;">FINAL COUNCIL ACTION</p> <p><input type="checkbox"/> 2nd <input type="checkbox"/> 1st & 2nd <input type="checkbox"/> 3rd Readings</p> <p><input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> RC Vote</p>	
<p><input type="checkbox"/> CONSENT REFER</p> <p><input type="checkbox"/> REGULAR REPORT REFER</p> <p><input type="checkbox"/> ADVERTISE & REFER</p> <p><input type="checkbox"/> 1st ADOPT 2nd READ & REFER</p> <p><input type="checkbox"/> PERSONAL PAPER REFER</p>	<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (see rev. side) Other _____</p> <p>Members _____</p> <p>Refer To _____</p>	<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (see rev. side) Other _____</p> <p>Members _____</p> <p>Refer To _____</p>	<p style="font-size: 1.5em;">CERTIFIED</p>
	<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (see rev. side) Other _____</p> <p>Members _____</p> <p>Refer To _____</p>	<p>Committee _____</p> <p>Date _____</p> <p>Chair _____</p> <p>Action Fav, Adv, Hold (see rev. side) Other _____</p> <p>Members _____</p> <p>Refer To _____</p>	
<p>Date Referred _____</p> <p>Referred To: _____</p> <p>Date Referred _____</p> <p>Referred To: _____</p> <p>Date Referred _____</p> <p>Referred To: _____</p>			

Attachment: 7 LEFT TURN LANE (15-O-1268 : Re-establish Left Turn Lane from a certain point on

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL TO AMEND ARTICLE IX, CHAPTER 150 SECTION 307(A) OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, ENTITLED "APPLICATIONS FOR RIGHT-OF-WAY PERMITS FOR INTERCITY BUS SERVICE" BY ADDING A PERMIT APPLICATION FEE STRUCTURE; AND FOR OTHER PURPOSES.(PUBLIC HEARING HELD OCTOBER 28, 2015; HELD 10/28/15 FOR REVIEW BY NPU.)

WHEREAS, Division 2 of Article IV of Chapter 150 of the City Code generally governs the loading and unloading of passengers at bus stops and the manner of identification of bus stops on the curbs of city streets; and

WHEREAS, the regulations of Division 2 of Article IV of Chapter 150 were designed primarily for commuter buses; and

WHEREAS, pursuant to 14-0-1559 adopted by the Atlanta City Council on November 3, 2014 and approved by the Mayor without signature by operation of law on November 10, 2014, the City Council amended the Code to add a new Article codified as Article IX, entitled "Loading and Unloading of Intercity Buses"; and

WHEREAS, Ordinance 14-0-1559 did not include a fee structure for the permit application for intercity bus service operators seeking to unload or load passengers in the public-right-of-way; and

WHEREAS, it is the desire of the Atlanta City Council to amend Chapter 150, Article IX, Section 307(a) of the Atlanta City Code of Ordinances to add a fee structure for the permit application for the operation of intercity buses.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: The Code of Ordinances of the City of Atlanta is amended at Chapter 150, Article 9, Section 307(a) to reflect the following:

Currently reads:

Sec. 150-307.- Applications for right-of-way permits for intercity service.

(a) An intercity bus service operator seeking to unload or load passengers in the public right-of-way shall submit to the commissioner a permit application on a form provided by the commissioner and pay an application fee.

Is hereby amended to read as follow:

Sec. 150-307. -Applications for right-of-way permits for intercity service.

(a) An intercity bus service operator seeking to unload or load passengers in the public right-of-way shall submit to the commissioner a permit application on a form provided by the commissioner and pay an application fee in the following amounts:

Original

Original Application

Non-refundable application fee per location* _____ \$100.00

Public notice sign fee* \$75.00

Permit fee (includes a permit for one bus)** \$1250.00

Permit processing and printing fee for an additional bus _____ \$15.00

Loading/unloading zone signage fee (includes two signs and installation) __ \$300.00

Renewal

Non-refundable application fee per location _____ \$100.00

Permit fee (includes a permit for one bus) \$1250.00

Permit processing and printing fee for an additional bus _____ . \$15.00

SECTION 2: This ordinance shall become effective when signed by the Mayor or as otherwise provided by operation of law.

CITY COUNCIL
ATLANTA, GEORGIA

15-O-1352

SPONSOR SIGNATURES


Kwana Hall, Councilmember, District 2

**CITY COUNCIL
ATLANTA, GEORGIA**

15-O-1352

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL TO AMEND ARTICLE IX, CHAPTER 150 SECTION 307(A) OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, ENTITLED "APPLICATIONS FOR RIGHT-OF-WAY PERMITS FOR INTERCITY BUS SERVICE" BY ADDING A PERMIT APPLICATION FEE STRUCTURE; AND FOR OTHER PURPOSES.(PUBLIC HEARING HELD OCTOBER 28, 2015; HELD 10/28/15 FOR REVIEW BY NPU.)

Workflow List:

Clerk of Council	Completed	08/18/2015 2:52 PM
Atlanta City Council	Completed	08/17/2015 1:00 PM
Transportation Committee	Completed	08/26/2015 10:30 AM
Atlanta City Council	Completed	09/08/2015 1:00 PM
Transportation Committee	Completed	09/16/2015 10:30 AM
Atlanta City Council	Completed	09/21/2015 1:00 PM
Transportation Committee	Completed	09/30/2015 10:30 AM
Atlanta City Council	Completed	10/05/2015 1:00 PM
Transportation Committee	Completed	10/14/2015 10:30 AM
Atlanta City Council	Completed	10/19/2015 1:00 PM
Transportation Committee	Completed	10/28/2015 10:30 AM
Atlanta City Council	Completed	11/02/2015 1:00 PM
Transportation Committee	Completed	11/10/2015 10:30 AM
Atlanta City Council	Completed	11/16/2015 1:00 PM
Transportation Committee	Completed	12/02/2015 10:30 AM
Atlanta City Council	Completed	12/07/2015 1:00 PM
Transportation Committee	Completed	12/16/2015 10:30 AM
Atlanta City Council	Completed	01/04/2016 1:00 PM
Transportation Committee	Completed	01/13/2016 10:30 AM
Atlanta City Council	Completed	01/19/2016 1:00 PM
Transportation Committee	Completed	01/27/2016 10:30 AM
Atlanta City Council	Completed	02/01/2016 1:00 PM
Transportation Committee	Completed	02/10/2016 10:30 AM
Atlanta City Council	Completed	02/15/2016 1:00 PM
Transportation Committee	Completed	02/24/2016 10:30 AM
Atlanta City Council	Completed	03/07/2016 1:00 PM
Transportation Committee	Completed	03/16/2016 10:30 AM
Atlanta City Council	Completed	03/21/2016 1:00 PM
Atlanta City Council	Completed	03/21/2016 1:00 PM
Transportation Committee	Completed	03/30/2016 10:30 AM
Atlanta City Council	Completed	04/18/2016 1:00 PM
Transportation Committee	Completed	04/27/2016 10:30 AM
Atlanta City Council	Completed	05/02/2016 1:00 PM
Transportation Committee	Completed	05/11/2016 10:30 AM
Atlanta City Council	Completed	05/16/2016 1:00 PM
Transportation Committee	Completed	05/25/2016 10:30 AM
Atlanta City Council	Completed	06/06/2016 1:00 PM
Transportation Committee	Completed	06/15/2016 10:30 AM
Atlanta City Council	Completed	06/20/2016 1:00 PM
Transportation Committee	Completed	06/29/2016 10:30 AM
Atlanta City Council	Completed	07/05/2016 1:00 PM

Transportation Committee	Completed	07/13/2016 10:30 AM
Atlanta City Council	Completed	07/18/2016 1:00 PM
Transportation Committee	Completed	07/27/2016 10:30 AM
Atlanta City Council	Completed	08/15/2016 1:00 PM
Transportation Committee	Completed	08/24/2016 10:30 AM
Atlanta City Council	Completed	09/06/2016 1:00 PM
Transportation Committee	Completed	09/14/2016 10:30 AM
Atlanta City Council	Completed	09/19/2016 1:00 PM
Transportation Committee	Completed	09/28/2016 10:30 AM
Atlanta City Council	Completed	10/03/2016 1:00 PM
Transportation Committee	Completed	10/12/2016 10:30 AM
Atlanta City Council	Completed	10/17/2016 1:00 PM
Transportation Committee	Completed	10/26/2016 10:30 AM
Atlanta City Council	Completed	11/07/2016 1:00 PM
Transportation Committee	Completed	11/16/2016 10:30 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

08/17/15 Atlanta City Council REFERRED WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 8/26/2015 10:30 AM
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08/26/15 Transportation Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]
AYES:	Felicia A. Moore, Clarence "C. T." Martin, Carla Smith, Alex Wan
ABSENT:	Natalyn Mosby Archibong, Andre Dickens, Mary Norwood

09/08/15 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 9/16/2015 10:30 AM
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09/16/15 Transportation Committee

09/21/15 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 9/30/2015 10:30 AM
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09/30/15 Transportation Committee

10/05/15 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 10/14/2015 10:30 AM
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10/14/15 Transportation Committee

10/19/15 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 10/28/2015 10:30 AM**

10/28/15 Transportation Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE [UNANIMOUS]
AYES: Felicia A. Moore, Clarence "C. T." Martin, Mary Norwood, Alex Wan
ABSENT: Natalyn Mosby Archibong, Andre Dickens, Carla Smith

11/02/15 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 11/10/2015 10:30 AM**

11/10/15 Transportation Committee

11/16/15 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 12/2/2015 10:30 AM**

12/02/15 Transportation Committee

12/07/15 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 12/16/2015 10:30 AM**

12/16/15 Transportation Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 1/4/2016 1:00 PM**

01/04/16 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 1/13/2016 10:30 AM**

01/13/16 Transportation Committee

01/19/16 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 1/27/2016 10:30 AM**

01/27/16 Transportation Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 2/1/2016 1:00 PM**

02/01/16 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 2/10/2016 10:30 AM**

02/10/16 Transportation Committee HELD IN COMMITTEE

RESULT: HELD IN COMMITTEE **Next: 2/15/2016 1:00 PM**

02/15/16 Atlanta City Council RETURNED AS HELD

RESULT: RETURNED AS HELD **Next: 2/24/2016 10:30 AM**

02/24/16 Transportation Committee

03/07/16 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 3/16/2016 10:30 AM
03/16/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 3/21/2016 1:00 PM
03/21/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 3/30/2016 10:30 AM
03/30/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 4/18/2016 1:00 PM
04/18/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 4/27/2016 10:30 AM
04/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/2/2016 1:00 PM
05/02/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/11/2016 10:30 AM
05/11/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/16/2016 1:00 PM
05/16/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/25/2016 10:30 AM
05/25/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/6/2016 1:00 PM
06/06/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/15/2016 10:30 AM
06/15/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/20/2016 1:00 PM
06/20/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/29/2016 10:30 AM
06/29/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2016 1:00 PM
07/05/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/13/2016 10:30 AM
07/13/16	Transportation Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 7/18/2016 1:00 PM
07/18/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/27/2016 10:30 AM
07/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/15/2016 1:00 PM
08/15/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/24/2016 10:30 AM
08/24/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2016 1:00 PM
09/06/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/14/2016 10:30 AM
09/14/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/19/2016 1:00 PM
09/19/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/28/2016 10:30 AM
09/28/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/3/2016 1:00 PM
10/03/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/12/2016 10:30 AM
10/12/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/17/2016 1:00 PM
10/17/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/26/2016 10:30 AM
10/26/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 11/7/2016 1:00 PM
11/07/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/16/2016 10:30 AM
11/16/16	Transportation Committee	
11/21/16	Atlanta City Council	RETURNED AS HELD

RESULT: RETURNED AS HELD

Next: 11/30/2016 10:30 AM

15-O-1352

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL TO AMEND ARTICLE IX, CHAPTER 150 SECTION 307(A) OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, ENTITLED "APPLICATIONS FOR RIGHT-OF-WAY PERMITS FOR INTERCITY BUS SERVICE" BY ADDING A PERMIT APPLICATION FEE STRUCTURE; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

AN ORDINANCE BY
COUNCILMEMBER KWANZA HALL

AN ORDINANCE TO AMEND ARTICLE IX, CHAPTER 150 SECTION 307(A) OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, ENTITLED “APPLICATIONS FOR RIGHT-OF-WAY PERMITS FOR INTERCITY BUS SERVICE” BY ADDING A PERMIT APPLICATION FEE STRUCTURE; AND FOR OTHER PURPOSES.

WHEREAS, Division 2 of Article IV of Chapter 150 of the City Code generally governs the loading and unloading of passengers at bus stops and the manner of identification of bus stops on the curbs of city streets; and

WHEREAS, the regulations of Division 2 of Article IV of Chapter 150 were designed primarily for commuter buses; and

WHEREAS, pursuant to 14-O-1559 adopted by the Atlanta City Council on November 3, 2014 and approved by the Mayor without signature by operation of law on November 10, 2014, the City Council amended the Code to add a new Article codified as Article IX, entitled “Loading and Unloading of Intercity Buses”; and

WHEREAS, Ordinance 14-O-1559 did not include a fee structure for the permit application for intercity bus service operators seeking to unload or load passengers in the public-right-of-way; and

WHEREAS, it is the desire of the Atlanta City Council to amend Chapter 150, Article IX, Section 307(a) of the Atlanta City Code of Ordinances to add a fee structure for the permit application for the operation of intercity buses.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: The Code of Ordinances of the City of Atlanta is amended at Chapter 150, Article 9, Section 307(a) to reflect the following:

Currently reads:

- Sec. 150-307. - Applications for right-of-way permits for intercity service.
 - (a) An intercity bus service operator seeking to unload or load passengers in the public right-of-way shall submit to the commissioner a permit application on a form provided by the commissioner and pay an application fee.

Is hereby amended to read as follow:

- Sec. 150-307. - Applications for right-of-way permits for intercity service.
 - (a) An intercity bus service operator seeking to unload or load passengers in the public right-of-way shall submit to the commissioner a permit application on a form provided by the commissioner and pay an application fee in the following amounts:

Attachment: 11 INTERCITY BUS SERVICE (15-O-1352 : Intercity Bus Service Right-Of-Way Permits)

Original Application

Non-refundable application fee per location* _____ \$100.00

Public notice sign fee* _____ \$75.00

Permit fee (includes a permit for one bus)** _____ \$1250.00

Permit processing and printing fee for an additional bus _____ \$15.00

Loading/unloading zone signage fee (includes two signs and installation) _____ \$300.00

Renewal

Non-refundable application fee per location _____ \$100.00

Permit fee (includes a permit for one bus) _____ \$1250.00

Permit processing and printing fee for an additional bus _____ \$15.00

SECTION 2: This ordinance shall become effective when signed by the Mayor or as otherwise provided by operation of law.

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE FILING OF APPLICATIONS BY THE CITY OF ATLANTA MAYOR OR HIS/HER DESIGNEES WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND FOR OTHER PURPOSES.(HELD 11/10/15 AT THE REQUEST OF THE ADMINISTRATION.)

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the City of Atlanta ("City"), and may require the City to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor and/or his designees are hereby authorized to file applications with the Federal Transit Administration.

BE IT FURTHER RESOLVED, that the Mayor or his/her designee is authorized to execute and file application for Federal assistance on behalf of the City of Atlanta with the Federal Transit Administration for Federal Assistance authorized by 49.U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration, (If the City of Atlanta is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. §5307, either alone or in addition other Federal assistance administered by the Federal Transit Administration).

BE IT FURTHER RESOLVED, the City of Atlanta is the Designated Recipient as defined by 49 U.S.C. §5307 (A.)(2) to apply for Urbanized Area Formula Program assistance.

BE IT FURTHER RESOLVED, the Mayor or his/her designee is authorized to execute and file with its application the annual certification and assurances and other document the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

BE IT FURTHER RESOLVED, the Mayor or his/her designee is authorized to execute grant

and cooperative agreements with the Federal Transit Administration on behalf of the City of Atlanta.

BE IT FINALLY RESOLVED, that filing of applications will not become binding on the City and the City will incur no liability or obligation until the application award for Federal Transit Assistance authorized by 49 U.S.C Chapter 53, Title 23 United States Code has been approved by the City Attorney as to form, executed by the Mayor or his/her designees, attested to by the Municipal Clerk, and delivered to Federal Transit Administration.

CITY COUNCIL
ATLANTA, GEORGIA

15-R-4365

SPONSOR SIGNATURES

Clarence T Martin Jr

Clarence "C. T." Martin, Councilmember, District 10

**CITY COUNCIL
ATLANTA, GEORGIA**

15-R-4365

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE FILING OF APPLICATIONS BY THE CITY OF ATLANTA MAYOR OR HIS/HER DESIGNEES WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND FOR OTHER PURPOSES.(HELD 11/10/15 AT THE REQUEST OF THE ADMINISTRATION.)

Workflow List:

Clerk of Council	Completed	11/03/2015 2:27 PM
Atlanta City Council	Completed	11/02/2015 1:00 PM
Transportation Committee	Completed	11/10/2015 10:30 AM
Transportation Committee	Completed	11/10/2015 10:30 AM
Atlanta City Council	Completed	11/16/2015 1:00 PM
Transportation Committee	Completed	12/02/2015 10:30 AM
Atlanta City Council	Completed	12/07/2015 1:00 PM
Transportation Committee	Completed	12/16/2015 10:30 AM
Atlanta City Council	Completed	01/04/2016 1:00 PM
Transportation Committee	Completed	01/13/2016 10:30 AM
Atlanta City Council	Completed	01/19/2016 1:00 PM
Transportation Committee	Completed	01/27/2016 10:30 AM
Atlanta City Council	Completed	02/01/2016 1:00 PM
Transportation Committee	Completed	02/10/2016 10:30 AM
Atlanta City Council	Completed	02/15/2016 1:00 PM
Transportation Committee	Completed	02/24/2016 10:30 AM
Atlanta City Council	Completed	03/07/2016 1:00 PM
Transportation Committee	Completed	03/16/2016 10:30 AM
Atlanta City Council	Completed	03/21/2016 1:00 PM
Transportation Committee	Completed	03/30/2016 10:30 AM
Atlanta City Council	Completed	04/18/2016 1:00 PM
Transportation Committee	Completed	04/27/2016 10:30 AM
Atlanta City Council	Completed	05/02/2016 1:00 PM
Transportation Committee	Completed	05/11/2016 10:30 AM
Atlanta City Council	Completed	05/16/2016 1:00 PM
Transportation Committee	Completed	05/25/2016 10:30 AM
Atlanta City Council	Completed	06/06/2016 1:00 PM
Transportation Committee	Completed	06/15/2016 10:30 AM
Atlanta City Council	Completed	06/20/2016 1:00 PM
Transportation Committee	Completed	06/29/2016 10:30 AM
Atlanta City Council	Completed	07/05/2016 1:00 PM
Transportation Committee	Completed	07/13/2016 10:30 AM
Atlanta City Council	Completed	07/18/2016 1:00 PM
Transportation Committee	Completed	07/27/2016 10:30 AM
Atlanta City Council	Completed	08/15/2016 1:00 PM
Transportation Committee	Completed	08/24/2016 10:30 AM
Atlanta City Council	Completed	09/06/2016 1:00 PM
Transportation Committee	Completed	09/14/2016 10:30 AM
Atlanta City Council	Completed	09/19/2016 1:00 PM

Last Updated: 07/14/16

15-R-4365

Page 4 of

Packet Pg. 306

Transportation Committee	Completed	09/28/2016 10:30 AM
Atlanta City Council	Completed	10/03/2016 1:00 PM
Transportation Committee	Completed	10/12/2016 10:30 AM
Atlanta City Council	Completed	10/17/2016 1:00 PM
Transportation Committee	Completed	10/26/2016 10:30 AM
Atlanta City Council	Completed	11/07/2016 1:00 PM
Transportation Committee	Completed	11/16/2016 10:30 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/02/15 Atlanta City Council REFERRED WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 11/10/2015 10:30 AM
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11/10/15 Transportation Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]
AYES:	Moore, Martin, Archibong, Dickens, Norwood, Wan
ABSENT:	Carla Smith

11/16/15 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 12/2/2015 10:30 AM
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12/02/15 Transportation Committee

12/07/15 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 12/16/2015 10:30 AM
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12/16/15 Transportation Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 1/4/2016 1:00 PM
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01/04/16 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 1/13/2016 10:30 AM
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01/13/16 Transportation Committee

01/19/16 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 1/27/2016 10:30 AM
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01/27/16 Transportation Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 2/1/2016 1:00 PM
02/01/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 2/10/2016 10:30 AM
02/10/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 2/15/2016 1:00 PM
02/15/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 2/24/2016 10:30 AM
02/24/16	Transportation Committee	
03/07/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 3/16/2016 10:30 AM
03/16/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 3/21/2016 1:00 PM
03/21/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 3/30/2016 10:30 AM
03/30/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 4/18/2016 1:00 PM
04/18/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 4/27/2016 10:30 AM
04/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/2/2016 1:00 PM
05/02/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/11/2016 10:30 AM
05/11/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 5/16/2016 1:00 PM
05/16/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 5/25/2016 10:30 AM
05/25/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/6/2016 1:00 PM
06/06/16	Atlanta City Council	RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 6/15/2016 10:30 AM
06/15/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 6/20/2016 1:00 PM
06/20/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/29/2016 10:30 AM
06/29/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2016 1:00 PM
07/05/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/13/2016 10:30 AM
07/13/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/18/2016 1:00 PM
07/18/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/27/2016 10:30 AM
07/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/15/2016 1:00 PM
08/15/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/24/2016 10:30 AM
08/24/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2016 1:00 PM
09/06/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/14/2016 10:30 AM
09/14/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/19/2016 1:00 PM
09/19/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/28/2016 10:30 AM
09/28/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/3/2016 1:00 PM
10/03/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/12/2016 10:30 AM
10/12/16	Transportation Committee	HELD IN COMMITTEE

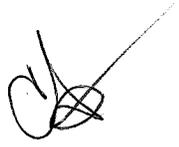
RESULT:	HELD IN COMMITTEE	Next: 10/17/2016 1:00 PM
10/17/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/26/2016 10:30 AM
10/26/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 11/7/2016 1:00 PM
11/07/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/16/2016 10:30 AM
11/16/16	Transportation Committee	
11/21/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/30/2016 10:30 AM

15-R-4365

A RESOLUTION BY COUNCILMEMBER C. T. MARTIN AUTHORIZING THE FILING OF APPLICATIONS BY THE CITY OF ATLANTA MAYOR OR HIS/HER DESIGNEES WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**A RESOLUTION
BY**



A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS BY THE CITY OF ATLANTA MAYOR OR HIS/HER DESIGNEES WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AND FOR OTHER PURPOSES.

WHEREAS, the Federal Transportation Administrator has been delegated authority to award Federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for Federal Financial assistance will impose certain obligations upon the City of Atlanta ("City"), and may require the City to provide the local share of the project cost;

WHEREAS, the Applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project.

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY RESOLVES, that the Mayor and/or his designees are hereby authorized to file applications with the Federal Transit Administration.

BE IT FURTHER RESOLVED, that the Mayor or his/her designee is authorized to execute and file application for Federal assistance on behalf of the City of Atlanta with the Federal Transit Administration for Federal Assistance authorized by 49.U.S.C. chapter 53, Title 23, United States Code, or other Federal statutes authorizing a project administered by the Federal Transit Administration, (If the City of Atlanta is requesting Urbanized Area Formula Program assistance authorized by 49 U.S.C. §5307, either alone or in addition other Federal assistance administered by the Federal Transit Administration).

BE IT FURTHER RESOLVED, the City of Atlanta is the Designated Recipient as defined by 49 U.S.C. §5307 (A.)(2) to apply for Urbanized Area Formula Program assistance.

BE IT FURTHER RESOLVED, the Mayor or his/her designee is authorized to execute and file with its application the annual certification and assurances and other document the Federal Transportation Administration requires before awarding a Federal assistance grant or cooperative agreement.

BE IT FURTHER RESOLVED, the Mayor or his/her designee is authorized to execute grant and cooperative agreements with the Federal Transit Administration on behalf of the City of Atlanta.

BE IT FINALLY RESOLVED, that filing of applications will not become binding on the City and the City will incur no liability or obligation until the application award for Federal Transit Assistance authorized by 49 U.S.C Chapter 53, Title 23 United States Code has been approved by the City Attorney as to form, executed by the Mayor or his/her designees, attested to by the Municipal Clerk, and delivered to Federal Transit Administration.

Attachment: 15 FEDERAL TRANSIT ADMINISTRATION (15-R-4365 : Federal Transportation Assistance)

#15

(Do Not Write Above This Line)	First Reading	FINAL COUNCIL ACTION
	Committee _____ Date _____ Chair _____ Referred To _____	<input type="checkbox"/> 2 nd <input type="checkbox"/> 1 st & 2 nd <input type="checkbox"/> 3 rd Readings <input type="checkbox"/> Consent <input type="checkbox"/> V Vote <input type="checkbox"/> RC Vote

A RESOLUTION BY

[Handwritten Signature]

A RESOLUTION AUTHORIZING THE FILING OF APPLICATIONS BY THE CITY OF ATLANTA MAYOR OR HIS/HER DESIGNEES WITH THE FEDERAL TRANSIT ADMINISTRATION, AN OPERATING ADMINISTRATION OF THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FOR FEDERAL TRANSPORTATION ASSISTANCE AUTHORIZED BY 49 U.S.C CHAPTER 53, TITLE 23 UNITED STATES CODE AND OTHER FEDERAL STATUTES ADMINISTERED BY THE FEDERAL TRANSIT ADMINISTRATION, AND FOR OTHER PURPOSES.

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

CERTIFIED

- CONSENT REFER
- REGULAR REPORT REFER
- ADVERTISE & REFER
- 1ST ADOPT 2ND READ & REFER
- PERSONAL PAPER REFER

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

Committee

Date

Chair

Action

Fav, Adv, Hold (see rev. side)

Other

Members

Refer To

MAYOR'S ACTION

Date Referred Referred To: *11/2/15 Transportation*

Date Referred Referred To:

Date Referred: Referred To:

Members

Refer To

Members

Refer To

Attachment: 15 FEDERAL TRANSIT ADMINISTRATION (15-R-4365 : Federal Transportation Assistance)

AN ORDINANCE BY COUNCILMEMBER CLETA WINSLOW AS AMENDED BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO PERMIT VEHICULAR PARKING ON THE SOUTHWESTERN SIDE OF RALPH DAVID ABERNATHY BOULEVARD, S.W. BETWEEN PEEPLES STREET, S.W. AND JOSEPH E. LOWERY BOULEVARD, S.W. BETWEEN THE HOURS OF 7:00 A.M. TO 2:00 P.M. ON SUNDAYS; AND FOR OTHER PURPOSES.(HELD 6/15/16) (AMENDED AND HELD 6/2/16)

WHEREAS, St. Anthony of Padua Catholic Church and the Shrine of the Black Madonna lack adequate off-street parking and on-street parking is prohibited; and

WHEREAS, worshippers of both congregations have been ticketed on Saturdays and Sundays because of this lack.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1:That the Mayor, or his designee, permit vehicular parking on the southwestern side of Ralph David Abernathy Boulevard, S.W. between Peoples Street, S.W. and Joseph E. Lowery Boulevard, S.W. between the hours of 7:00 a.m. to 2:00 p.m. on Sundays.

SECTION 2:That all signage reflecting the above weekend allowance shall be updated by the Department of Public Works within 30 days of the adoption of this Ordinance.

SECTION 3:That all ordinances and parts of ordinances in conflict with the terms of this ordinance are hereby repealed only to the extent of conflict.

CITY COUNCIL
ATLANTA, GEORGIA

16-O-1350

SPONSOR SIGNATURES

A handwritten signature in black ink that reads "Clete Winslow". The signature is written in a cursive style and is positioned above a horizontal line. A vertical line intersects the horizontal line at the end of the signature.

Clete Winslow, Councilmember, District 4

**CITY COUNCIL
ATLANTA, GEORGIA**

16-O-1350

AN ORDINANCE BY COUNCILMEMBER CLETA WINSLOW AS AMENDED BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO PERMIT VEHICULAR PARKING ON THE SOUTHWESTERN SIDE OF RALPH DAVID ABERNATHY BOULEVARD, S.W. BETWEEN PEEPLES STREET, S.W. AND JOSEPH E. LOWERY BOULEVARD, S.W. BETWEEN THE HOURS OF 7:00 A.M. TO 2:00 P.M. ON SUNDAYS; AND FOR OTHER PURPOSES.(HELD 6/15/16) (AMENDED AND HELD 6/2/16)

Workflow List:

Clerk of Council	Completed	06/07/2016 3:11 PM
Atlanta City Council	Completed	06/06/2016 1:00 PM
Transportation Committee	Completed	06/15/2016 10:30 AM
Atlanta City Council	Completed	06/20/2016 1:00 PM
Transportation Committee	Completed	06/29/2016 10:30 AM
Atlanta City Council	Completed	07/05/2016 1:00 PM
Transportation Committee	Completed	07/13/2016 10:30 AM
Atlanta City Council	Completed	07/18/2016 1:00 PM
Transportation Committee	Completed	07/27/2016 10:30 AM
Atlanta City Council	Completed	08/15/2016 1:00 PM
Transportation Committee	Completed	08/24/2016 10:30 AM
Atlanta City Council	Completed	09/06/2016 1:00 PM
Transportation Committee	Completed	09/14/2016 10:30 AM
Atlanta City Council	Completed	09/19/2016 1:00 PM
Transportation Committee	Completed	09/28/2016 10:30 AM
Atlanta City Council	Completed	10/03/2016 1:00 PM
Transportation Committee	Completed	10/12/2016 10:30 AM
Atlanta City Council	Completed	10/17/2016 1:00 PM
Transportation Committee	Completed	10/26/2016 10:30 AM
Atlanta City Council	Completed	11/07/2016 1:00 PM
Transportation Committee	Completed	11/16/2016 10:30 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

06/06/16	Atlanta City Council	REFERRED WITHOUT OBJECTION
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RESULT:	REFERRED WITHOUT OBJECTION	Next: 6/15/2016 10:30 AM
06/15/16	Transportation Committee	HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 6/20/2016 1:00 PM
06/20/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 6/29/2016 10:30 AM
06/29/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/5/2016 1:00 PM
07/05/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/13/2016 10:30 AM
07/13/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 7/18/2016 1:00 PM
07/18/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 7/27/2016 10:30 AM
07/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/15/2016 1:00 PM
08/15/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/24/2016 10:30 AM
08/24/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2016 1:00 PM
09/06/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/14/2016 10:30 AM
09/14/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/19/2016 1:00 PM
09/19/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/28/2016 10:30 AM
09/28/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/3/2016 1:00 PM
10/03/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/12/2016 10:30 AM
10/12/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/17/2016 1:00 PM
10/17/16	Atlanta City Council	RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 10/26/2016 10:30 AM
10/26/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 11/7/2016 1:00 PM
11/07/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/16/2016 10:30 AM
11/16/16	Transportation Committee	
11/21/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/30/2016 10:30 AM

16-O-1350

AN ORDINANCE BY COUNCILMEMBER CLETA WINSLOW AS AMENDED BY TRANSPORTATION COMMITTEE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO PERMIT VEHICULAR PARKING ON THE SOUTHWESTERN SIDE OF RALPH DAVID ABERNATHY BOULEVARD, S.W. BETWEEN PEEPLES STREET, S.W. AND JOSEPH E. LOWERY BOULEVARD, S.W. BETWEEN THE HOURS OF 7:00 A.M. TO 2:00 P.M. ON SUNDAYS; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**AN ORDINANCE BY
COUNCILMEMBER CLETA WINSLOW**

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO PERMIT VEHICULAR PARKING ON RALPH DAVID ABERNATHY BOULEVARD, S.W. BETWEEN PEEPLES STREET, S.W. AND JOSEPH E. LOWERY BOULEVARD, S.W. BETWEEN THE HOURS OF 7:00 A.M. TO 4:00 P.M. ON SATURDAYS AND SUNDAYS; AND FOR OTHER PURPOSES.

WHEREAS, St. Anthony of Padua Catholic Church and the Shrine of the Black Madonna lack adequate off-street parking and on-street parking is prohibited; and

WHEREAS, worshippers of both congregations have been ticketed on Saturdays and Sundays because of this lack.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor, or his designee, permit vehicular parking on Ralph David Abernathy Boulevard, S.W. between Peoples Street, S.W. and Joseph E. Lowery Boulevard, S.W. between the hours of 7:00 a.m. to 4:00 p.m. on Saturdays and Sundays.

SECTION 2: That all signage reflecting the above weekend allowance shall be updated by the Department of Public Works within 30 days of the adoption of this Ordinance.

SECTION 3: That all ordinances and parts of ordinances in conflict with the terms of this ordinance are hereby repealed only to the extent of conflict.

16-O-1350

**AN ORDINANCE BY
COUNCILMEMBER CLETA WINSLOW
AS AMENDED BY TRANSPORTATION COMMITTEE**

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO PERMIT VEHICULAR PARKING ON THE SOUTHWESTERN SIDE OF RALPH DAVID ABERNATHY BOULEVARD, S.W. BETWEEN PEEPLES STREET, S.W. AND JOSEPH E. LOWERY BOULEVARD, S.W. BETWEEN THE HOURS OF 7:00 A.M. TO 2:00 P.M. ON SUNDAYS; AND FOR OTHER PURPOSES.

WHEREAS, St. Anthony of Padua Catholic Church and the Shrine of the Black Madonna lack adequate off-street parking and on-street parking is prohibited; and

WHEREAS, worshippers of both congregations have been ticketed on Saturdays and Sundays because of this lack.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That the Mayor, or his designee, permit vehicular parking on the southwestern side of Ralph David Abernathy Boulevard, S.W. between Peoples Street, S.W. and Joseph E. Lowery Boulevard, S.W. between the hours of 7:00 a.m. to 2:00 p.m. on Sundays.

SECTION 2: That all signage reflecting the above weekend allowance shall be updated by the Department of Public Works within 30 days of the adoption of this Ordinance.

SECTION 3: That all ordinances and parts of ordinances in conflict with the terms of this ordinance are hereby repealed only to the extent of conflict.

Attachment: AMD 16-O-1350 (16-O-1350 : AMENDED PEEPLES STREET AND ABERNATHY BLVD)

COMMITTEE AMENDMENT FORM

DATE: Wednesday, June 28, 2016

Committee: Transportation PAGE #'S: _____

Ordinance # 16-O-1350 SECTION(S): _____

Resolution # _____ PARAGRAPH _____

Amends the legislation to add 'the southwestern side of' in both the Caption and 1st Ordained Clause, remove reference to Saturdays, and changes the hours from to 7:00 am – 2:00 pm as shown below:

AN ORDINANCE AUTHORIZING THE MAYOR, OR HIS DESIGNEE, TO PERMIT VEHICULAR PARKING ON THE SOUTHWESTERN SIDE OF RALPH DAVID ABERNATHY BOULEVARD, S.W. BETWEEN PEEPLES STREET, S.W. AND JOSEPH E. LOWERY BOULEVARD, S.W. BETWEEN THE HOURS OF 7:00 A.M. TO 2:00 P.M. ON SUNDAYS; AND FOR OTHER PURPOSES.

SECTION 1: That the Mayor, or his designee, permit vehicular parking on the southwestern side of Ralph David Abernathy Boulevard, S.W. between Peoples Street, S.W. and Joseph E. Lowery Boulevard, S.W. between the hours of 7:00 a.m. to 2:00 p.m. on Sundays.

Attachment: AMD 16-O-1350 (Amendment Form) (16-O-1350 : AMENDED PEEPLES STREET AND ABERNATHY BLVD)

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL AMENDING, ARTICLE IV, CHAPTER 2, SECTION 150, OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, SO AS TO CREATE A NEW DIVISION 10 TO ESTABLISH A TEMPORARY RESIDENTIAL PERMIT PROGRAM ON ELMIRA PLACE IN CANDLER PARK BETWEEN MCLENDON AVENUE NE AND DEKALB AVENUE NE; AND FOR OTHER PURPOSES.(HELD ON 7/13/16 AT THE REQUEST OF THE DEPARTMENT)

WHEREAS, the residents of Elmira Place, located in the Candler Park neighborhood within the City of Atlanta, have an insufficient number of on-street parking spaces available to accommodate their parking needs; and

WHEREAS, it is in the best interest of the City to reduce hazardous traffic conditions resulting from the use of this residential area for the parking of vehicles by persons using nearby commercial areas; and

WHEREAS, it is in the best interest of the City to protect the residents of this area from unreasonable burdens in gaining access to their residences.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That Article IV, Chapter 2, Section 150 of the Code of Ordinances of the City of Atlanta is hereby amended to create a new Division 10 entitled "Candler Park" to restrict the residential area known as Elmira Place between McLendon Avenue NE to DeKalb Avenue NE to residential parking permit only, for a temporary period of six (6) months, effective August 1, 2016 through February 1, 2017.

SECTION 2: That the residential parking permits will be limited to two (2) parking permits per residential household and two (2) visitor passes.

SECTION 3: That the residential parking only restrictions will be in effect Monday through Friday from 11:00 a.m. to 2:00p.m. and from 5:00p.m. to 8:00p.m.; and Saturday, Sunday, and all federal holidays from 11:00 a.m. to 11 :00 p.m.

SECTION 4: All ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of said conflict.

CITY COUNCIL
ATLANTA, GEORGIA

16-O-1389

SPONSOR SIGNATURES


Kwame Hall, Councilmember, District 2

**CITY COUNCIL
ATLANTA, GEORGIA**

16-O-1389

AN ORDINANCE BY COUNCILMEMBER KWANZA HALL AMENDING, ARTICLE IV, CHAPTER 2, SECTION 150, OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, SO AS TO CREATE A NEW DIVISION 10 TO ESTABLISH A TEMPORARY RESIDENTIAL PERMIT PROGRAM ON ELMIRA PLACE IN CANDLER PARK BETWEEN MCLENDON AVENUE NE AND DEKALB AVENUE NE; AND FOR OTHER PURPOSES.(HELD ON 7/13/16 AT THE REQUEST OF THE DEPARTMENT)

Workflow List:

Clerk of Council	Completed	07/06/2016 11:18 AM
Atlanta City Council	Completed	07/05/2016 1:00 PM
Transportation Committee	Completed	07/13/2016 10:30 AM
Atlanta City Council	Completed	07/18/2016 1:00 PM
Transportation Committee	Completed	07/27/2016 10:30 AM
Atlanta City Council	Completed	08/15/2016 1:00 PM
Transportation Committee	Completed	08/24/2016 10:30 AM
Atlanta City Council	Completed	09/06/2016 1:00 PM
Transportation Committee	Completed	09/14/2016 10:30 AM
Atlanta City Council	Completed	09/19/2016 1:00 PM
Transportation Committee	Completed	09/28/2016 10:30 AM
Atlanta City Council	Completed	10/03/2016 1:00 PM
Transportation Committee	Completed	10/12/2016 10:30 AM
Atlanta City Council	Completed	10/17/2016 1:00 PM
Transportation Committee	Completed	10/26/2016 10:30 AM
Atlanta City Council	Completed	11/07/2016 1:00 PM
Transportation Committee	Completed	11/16/2016 10:30 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	11/16/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Transportation Committee	Completed	09/14/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

07/05/16 Atlanta City Council REFERRED WITHOUT OBJECTION

RESULT:	REFERRED WITHOUT OBJECTION	Next: 7/13/2016 10:30 AM
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07/13/16 Transportation Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE	Next: 7/18/2016 1:00 PM
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07/18/16 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 7/27/2016 10:30 AM
07/27/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 8/15/2016 1:00 PM
08/15/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 8/24/2016 10:30 AM
08/24/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/6/2016 1:00 PM
09/06/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/14/2016 10:30 AM
09/14/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 9/19/2016 1:00 PM
09/19/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 9/28/2016 10:30 AM
09/28/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/3/2016 1:00 PM
10/03/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/12/2016 10:30 AM
10/12/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 10/17/2016 1:00 PM
10/17/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 10/26/2016 10:30 AM
10/26/16	Transportation Committee	HELD IN COMMITTEE
RESULT:	HELD IN COMMITTEE	Next: 11/7/2016 1:00 PM
11/07/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/16/2016 10:30 AM
11/16/16	Transportation Committee	
11/21/16	Atlanta City Council	RETURNED AS HELD
RESULT:	RETURNED AS HELD	Next: 11/30/2016 10:30 AM

16-O-1389

AN ORDINANCE by COUNCILMEMBER KWANZA HALL AMENDING, ARTICLE IV, CHAPTER 2, SECTION 150, OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, SO AS TO CREATE A NEW DIVISION 10 TO ESTABLISH A TEMPORARY RESIDENTIAL PERMIT PROGRAM ON ELMIRA PLACE IN CANDLER PARK BETWEEN MCLENDON AVENUE NE AND DEKALB AVENUE NE; AND FOR OTHER PURPOSES.

Certified by Presiding Officer	Certified by Clerk
<p style="text-align: center;">Mayor's Action <i>See Authentication Page Attachment</i></p>	

**AN ORDINANCE
BY COUNCILMEMBER KWANZA HALL**

AN ORDINANCE AMENDING, ARTICLE IV, CHAPTER 2, SECTION 150, OF THE CODE OF ORDINANCES OF THE CITY OF ATLANTA, SO AS TO CREATE A NEW DIVISION 10 TO ESTABLISH A TEMPORARY RESIDENTIAL PERMIT PROGRAM ON ELMIRA PLACE IN CANDLER PARK BETWEEN MCLENDON AVENUE NE AND DEKALB AVENUE NE; AND FOR OTHER PURPOSES.

WHEREAS, the residents of Elmira Place, located in the Candler Park neighborhood within the City of Atlanta, have an insufficient number of on-street parking spaces available to accommodate their parking needs; and

WHEREAS, it is in the best interest of the City to reduce hazardous traffic conditions resulting from the use of this residential area for the parking of vehicles by persons using nearby commercial areas; and

WHEREAS, it is in the best interest of the City to protect the residents of this area from unreasonable burdens in gaining access to their residences.

NOW, THEREFORE BE IT ORDAINED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, as follows:

SECTION 1: That Article IV, Chapter 2, Section 150 of the Code of Ordinances of the City of Atlanta is hereby amended to create a new Division 10 entitled "Candler Park" to restrict the residential area known as Elmira Place between McLendon Avenue NE to DeKalb Avenue NE to residential parking permit only, for a temporary period of six (6) months, effective August 1, 2016 through February 1, 2017.

SECTION 2: That the residential parking permits will be limited to two (2) parking permits per residential household and two (2) visitor passes.

SECTION 3: That the residential parking only restrictions will be in effect Monday through Friday from 11:00 a.m. to 2:00 p.m. and from 5:00 p.m. to 8:00 p.m.; and Saturday, Sunday, and all federal holidays from 11:00 a.m. to 11:00 p.m.

SECTION 4: All ordinances in conflict herewith are hereby waived for purposes of this Ordinance only, and only to the extent of said conflict.

**A RESOLUTION BY TRANSPORTATION COMMITTEE INCREASING THE COMPENSATION LIMIT FOR HARTSFIELD ATLANTA CONSTRUCTION MANAGERS LLC, A LIMITED LIABILITY CORPORATION OF JACOBS FACILITIES, INC., MHR INTERNATIONAL, INC. AND SMITH REAL ESTATE SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES, UNDER CONTRACT FC-7217-00A, DURING THE SIX (6) MONTH EXTENSION PERIOD AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,500,000.00; ALL SERVICES WILL BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.
(HELD ON 11/16/16)**

WHEREAS, the City of Atlanta (the “City”) and Hartsfield Atlanta Construction Managers, LLC (“HACM”), entered into Contract No. FC-7217-00A to provide Construction Management Services (“Services”) to facilitate expansion and improvements at Hartsfield-Jackson Atlanta International Airport (“Contract”), pursuant to Resolution 00-R-1479, adopted November 6, 2000 and approved by the Mayor on November 14, 2000; and

WHEREAS, the initial term of the Contract with HACM was for five (5) years with two (2) five (5) year renewal options to be exercised at the sole discretion of the City; and

WHEREAS, the City exercised all renewals to the Contract, pursuant to Resolution 06-R-1912 and Resolution 11-R-1255, and pursuant to Ordinance 16-O-1522, extended the term of the Contract for six (6) months, from September 26, 2016 through March 25, 2017, to accommodate the timing of the new solicitation process to obtain replacement Construction Management Support Services; and

WHEREAS, the Department of Procurement is in the process of completing a new solicitation to obtain Replacement Construction Management Services for those that are being provided under the Contract; and

WHEREAS, the City anticipates the new solicitation process will be completed before the end of the six (6) month extension period; and

WHEREAS, it has been determined to be in the City’s best interest to increase the compensation limit for the Contract during the six (6) month extension in a not to exceed amount of \$2,500,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the compensation limit for the six (6) month extension period of the Contract, with HACM, is established in an amount not to exceed \$2,500,000.00.

BE IT FURTHER RESOLVED, that all Services will be charged to and paid from PTAE0: 18111310 (Other Direct Costs Project) 200 (Task) 550291249 (DOA R N E 9999) 5212001

(Consulting/Professional Serv) and FDOA: 5502 (Airport Renewal and Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5212001 (Consulting/Professional Serv) 7563000 (Airport) 111310 (Other Direct Costs Project) 91249 (DOA R N E 9999).

BE IT FINALLY RESOLVED, that the Chief Financial Officer for the City is directed to pay all invoices pursuant to the foregoing upon receipt of requisitions therefore from the Aviation General Manager.

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

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 10/28/16

Anticipated Committee Meeting Date(s): 11/16/16

Anticipated Full Council Date: 11/21/16

Legislative Counsel's Signature: Kristen Rectenwald

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

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

Chief Procurement Officer Signature: [Signature]

CAPTION

A RESOLUTION INCREASING THE COMPENSATION LIMIT FOR HARTSFIELD ATLANTA CONSTRUCTION MANAGERS LLC, A LIMITED LIABILITY CORPORATION OF JACOBS FACILITIES, INC., MHR INTERNATIONAL, INC. AND SMITH REAL ESTATE SERVICES, INC. TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES, UNDER CONTRACT FC-7217-00A, DURING THE SIX (6) MONTH EXTENSION PERIOD AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,500,000.00; ALL SERVICES WILL BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES

FINANCIAL IMPACT: \$2,500,000.00
(see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: 10/18/16
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 10/19/16
(date)

Reviewed by: [Signature]
(date)

Submitted to Council: _____
(date)

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.:

B. To be completed by the department:

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

The purpose of this legislation is to establish an amount not to exceed of \$2,500,000.00 for Hartsfield Atlanta Construction Managers ("HACM") for the six (6) month extension period of the Contract.

2. Please provide background information regarding this legislation.

Provide Construction Management Services for the Airfield and Landside, Facilities, Central Passenger Terminal Complex, Noise Insulation Program, Concessions Renovation Program and other Projects in accordance with Contract FC-7217-00A as assigned as part of the Hartsfield-Jackson Development Program (H-JDP) by the Department of Aviation to facilitate expansion and improvements at Hartsfield-Jackson Atlanta International Airport (H-JAIA), as well as Department of Aviation Repair and Renewal Program.

As approved for individual Projects, the general Scope of Services is as follows:

- Implement H-JDP Policies & Procedures
- Construction Safety Coordination
- Coordination of contractor Quality Control and implementation of the H-JCM Construction Quality Assurance Plan
- Construction progress and schedule verification
- Monitor and report on construction costs and schedule
- Monitor, enforce and report on construction conformance to contract documents
- Maintain a full-time Resident Inspection Staff for each assigned Project

- Provide construction coordination support between H-JAIA Projects
- Provide construction coordination for public utility company relocations
- Provide construction contract administrative, management and related services
- Provide construction contract document control
- Provide planning, programming, and design related support as requested, including constructability reviews, construction logistics, estimating and scheduling support
- Provide construction Quality Assurance Testing and Surveying
- Monitor and report contractor EBO compliance

3. If Applicable/Known:

- (a) **Contract Type:** Professional Services
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids/Proposals Received:** N/A
- (f) **Bidders/Proponents:** N/A
- (h) **Term of Contract:** Five (5) years with two (2) five-year renewal options + 6-month extension period from September 26, 2016 – March 25, 2017.

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

5. Source of Funds: Airport Renewal and Extension Fund

6. FISCAL IMPACT: \$2,500,000.00

- Cost will be covered by the Department’s current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department’s current year budget – see account string in legislation

Or

Note

7. Method of Cost Recovery: N/A

8. Approvals:

DOF: Yes

DOL: Yes

This Legislative Request Form was prepared by: Marsha Love-Brown, P&D

Contract Number: 404-382-1127

SECTION 1. HACM FY 2017 Budget Request and Scope of Services**Contract Terms**

The Contract, FC-7217-00A, effective date was September 26, 2001, with an initial term of five (5) years from the date of execution by the City of Atlanta (City) with the right at the City's sole discretion to renew the contract for two (2) additional five (5) year periods. First additional five-year period was approved by Council on September 05, 2006. The second additional five-year period was approved by Council on September 6, 2011. ***An extension of 6-month was approved on 10/03/16 Council meeting.***

Scope of Services General Description

Provide construction management services for the Noise Insulation Program, the Concessions Renovations Program, various CPTC projects, Airfield projects, upgrades to Support Facilities and other projects in accordance with contract FC-7217-00A as assigned as part of the Hartsfield-Jackson Development Program (H-JDP) and the Department of Aviation repair and renewal program (projects listed in Section 2 below).

As approved for individual projects, the general scope of services may include any or all of the following:

- Implement H-JDP Policies & Procedures
- Provide planning, programming, and design related support as requested, including constructability reviews, construction logistics, estimating and scheduling support
- Construction safety coordination
- Coordination of contractor Quality Control and implementation
- Construction Quality Assurance
- Construction schedule monitoring
- Monitor and report on construction costs
- Maintain Resident Inspection staff for each assigned project
- Provide construction coordination for public utility company relocations
- Provide construction contract administration, management and related services
- Manage changes to construction contracts.
- Reporting and coordination with other HJDP entities
- Provide construction contract document control
- Monitor contractor EBO compliance
- Provide post-construction administration, punch-list, claims analysis, legal support, etc.

Specific Construction Contract Budget Requests

A summary of the specific construction contracts included in FY 2016 through September of FY 2017. HACM Construction Management Services budget request is provided in Section 2.

The projected \$2,500,000.00 is a preliminary budget which is subject to change based on FY 2017 work assignments.

Budget Summary

FY 2017 BUDGET (net)	\$2,500,000.00
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SECTION 2. HACM FY 2017 Project Definitions**Project Definitions**

The Department of Aviation initiated a different concept in construction management (CM) in 2008 that allows for integrated staffing of CM personnel on all projects. This allows for maximum utilization of the right skill set against project requirements through already available personnel. In addition, it gives the DOA greater flexibility in controlling staffing requirements on projects as well as sustainability of core personnel.

Many of the below list of projects are shared responsibilities between the two consultant CM firms and the DOA CM staff for FY 2017

- Landside / Airside
 - CV Hold Lot - Domestic
 - Taxiway Pavement Replacement 2016
 - Airfield Pavement Repair Maintenance Improvements 2016
 - Airfield Electrical As-Built
- CPTC
 - West Crossover Improvements
 - Flight Path Art Program
 - APM Power Distribution Equipment Upgrade
 - Terminal Modernization
- DOA Facilities
 - Noise Insulation – noise insulation of public and private property around HJAIA within the 67 DNL noise level
 - Entry/Exit Lane Loop Wire Replacement
 - Maintenance Building One – Facility Renovations

- Fire Station #40
- Other smaller projects
- Other Support Functions:
 - Office of Contract Compliance (OCC) support – diversity monitoring for the EBO and DBE programs
 - Construction Support Services - oversight and management of all construction projects

Qualities Assurance, Materials Testing and Surveying Services

These services are in support of quality assurance requirements for the construction of H-JDP elements. The additional services include the procurement and management, by HACM, of qualified professional geotechnical, commissioning, materials testing and surveying firms for the purpose of verifying the quality of the work performed by the construction contractors. These services are provided on each project throughout the construction duration. Oversight and management of the commissioning contractor provided through the City of Atlanta on-call professional services.

Special Inspections Services

These services are in support of quality assurance requirements to validate compliance with the specifications and the design as well as to ensure structural and functional capabilities. This in accordance with Chapter 17: Special Inspections of the International Building Code, which the COA has adopted.

OCC Support - EBO and DBE Monitoring

This service is in support of the Office of Contract Compliance's effort to monitor report and review contractors' commitments for EBO and DBE compliance. This additional service includes retention of an EBO subcontractor to HACM.

A RESOLUTION BY TRANSPORTATION COMMITTEE INCREASING THE COMPENSATION LIMIT FOR HARTSFIELD-JACKSON CONSTRUCTION MANAGEMENT, A JOINT VENTURE OF AECOM TECHNICAL SERVICES, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION, BOVIS LEND LEASE, INC., LUSTER VENTURES, LLC AND THE LOUIS BERGER GROUP, INC., TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES UNDER CONTRACT FC-7217-00B, DURING THE SIX (6) MONTH EXTENSION PERIOD AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,500,000.00; ALL SERVICES WILL BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

(HELD ON 11/16/16)

WHEREAS, the City of Atlanta (the “City”) and Hartsfield-Jackson Construction Management (“H-JCM”), entered into Contract No. FC-7217-00B to provide Comprehensive Construction Management Services (“Services”) to facilitate expansion and improvements at Hartsfield-Jackson Atlanta International Airport (“Contract”), pursuant to Resolution 00-R-1478, adopted November 6, 2000 and approved by the Mayor on November 14, 2000; and

WHEREAS, the initial term of the Contract with H-JCM was for five (5) years with two (2) five (5) year renewal options to be exercised at the sole discretion of the City; and

WHEREAS, the City exercised all renewals to the Contract, pursuant to Resolution 06-R-1353 and Resolution 11-R-1256, and pursuant to Ordinance 16-O-1521, extended the term of the Contract for six (6) months, from September 26, 2016 through March 25, 2017, to accommodate the timing of the new solicitation process to obtain replacement Construction Management Support Services ; and

WHEREAS, the Department of Procurement is in the process of completing a new solicitation to obtain Replacement Construction Management Services for those that are being provided under the Contract; and

WHEREAS, the City anticipates the new solicitation process will be completed before the end of the six (6) month extension period; and

WHEREAS, it has been determined to be in the City’s best interest to increase the compensation limit for the Contract during the six (6) month extension in a not to exceed amount of \$2,500,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ATLANTA, GEORGIA, that the compensation limit for the six (6) month extension period of the Contract, with H-JCM, is established in an amount not to exceed \$2,500,000.00.

BE IT FURTHER RESOLVED, that all Services will be charged to and paid from PTAE0: 18111310 (Other Direct Costs Project) 200 (Task) 550291249 (DOA R N E 9999) 5212001 (Consulting/Professional Serv) and FDOA: 5502 (Airport Renewal and Extension Fund) 180201 (DOA Aviation Capital Planning & Development) 5212001 (Consulting/Professional Serv) 7563000 (Airport) 111310 (Other Direct Costs Project) 91249 (DOA R N E 9999).

BE IT FINALLY RESOLVED, that the Chief Financial Officer for the City is directed to pay all invoices pursuant to the foregoing upon receipt of requisitions therefore from the Aviation General Manager.

**CITY COUNCIL
ATLANTA, GEORGIA**

16-R-4677

A RESOLUTION BY TRANSPORTATION COMMITTEE INCREASING THE COMPENSATION LIMIT FOR HARTSFIELD-JACKSON CONSTRUCTION MANAGEMENT, A JOINT VENTURE OF AECOM TECHNICAL SERVICES, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION, BOVIS LEND LEASE, INC., LUSTER VENTURES, LLC AND THE LOUIS BERGER GROUP, INC., TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES UNDER CONTRACT FC-7217-00B, DURING THE SIX (6) MONTH EXTENSION PERIOD AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,500,000.00; ALL SERVICES WILL BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

(Held on 11/16/16)

Workflow List:

Kristen M. Rectenwald	Completed	11/03/2016 6:08 PM
Finance	Completed	11/04/2016 8:11 AM
Roosevelt Council	Completed	11/04/2016 9:55 AM
Information Technology	Skipped	11/04/2016 10:26 AM
Procurement	Completed	11/04/2016 1:56 PM
Adam Smith	Completed	11/04/2016 2:50 PM
Mayor's Office	Completed	11/04/2016 3:10 PM
Office of Research and Policy Analysis	Completed	11/09/2016 4:23 PM
Transportation Committee	Completed	11/16/2016 10:30 AM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Atlanta City Council	Completed	11/21/2016 1:00 PM
Transportation Committee	Pending	11/30/2016 10:30 AM
Mayor's Office	Pending	

HISTORY:

11/16/16 Transportation Committee HELD IN COMMITTEE

RESULT:	HELD IN COMMITTEE [UNANIMOUS]	Next: 11/21/2016 1:00 PM
MOVER:	Carla Smith, Councilmember, District 1	
SECONDER:	Clarence "C. T." Martin, Councilmember, District 10	
AYES:	Martin, Bottoms, Hall, Smith, Moore	
ABSENT:	Yolanda Adrean, Joyce Sheperd	

11/21/16 Atlanta City Council RETURNED AS HELD

RESULT:	RETURNED AS HELD	Next: 11/30/2016 10:30 AM
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Certified by Presiding Officer	Certified by Clerk
<p>Mayor's Action</p> <p><i>See Authentication Page Attachment</i></p>	

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: CANDACE L. BYRD

Dept.'s Legislative Liaison: Anita Williams

Contact Number: 404-530-6600

Originating Department: Aviation

Committee(s) of Purview: Transportation

Chief of Staff Deadline: 10/28/16

Anticipated Committee Meeting Date(s): 11/16/16

Anticipated Full Council Date: 11/21/16

Legislative Counsel's Signature: Kristen Rectenwald

Commissioner's Signature: [Signature]

Chief Financial Officer: [Signature]

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

Chief Procurement Officer Signature: [Signature]

CAPTION

THE HARTSFIELD-JACKSON CONSTRUCTION MANAGEMENT, A JOINT VENTURE OF AECOM TECHNICAL SERVICES, INC., ROHADFOX CONSTRUCTION CONTROL SERVICES CORPORATION, BOVIS LEND LEASE, INC., LUSTER VENTURERS, LLC AND THE LOUIS BERGER GROUP, INC., TO PROVIDE CONSTRUCTION MANAGEMENT SERVICES UNDER CONTRACT FC-7217-00B, DURING THE SIX (6) MONTH EXTENSION PERIOD AT HARTSFIELD-JACKSON ATLANTA INTERNATIONAL AIRPORT IN A TOTAL NOT TO EXCEED AMOUNT OF \$2,500,000.00; ALL SERVICES WILL BE CHARGED TO AND PAID FROM ACCOUNT NUMBERS LISTED HEREIN; AND FOR OTHER PURPOSES.

FINANCIAL IMPACT: \$2,500,000.00
(see Part 2-B-#6 when applicable)

Mayor's Staff Only

Received by CPO: 10/18/16
(date)

Received by LC from CPO: _____
(date)

Received by Mayor's Office: 10/19/16
(date)

Reviewed by: _____
(date)

Submitted to Council: _____
(date)

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.:

B. To be completed by the department:

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

The purpose of this legislation is to establish an amount not to exceed of \$2,500,000.00 for Hartsfield-Jackson Construction Managers (H-JCM) for the six (6) month extension period of the Contract.

2. Please provide background information regarding this legislation.

Provide Construction Management Services for the Airfield and Landside, Facilities, Central Passenger Terminal Complex, Noise Insulation Program, Concessions Renovation Program, and other Projects in accordance with Contract FC-7217-00B as assigned as part of the Hartsfield-Jackson Development Program (H-JDP) by the Department of Aviation to facilitate expansion and improvements at Hartsfield-Jackson Atlanta International Airport ("H-JAIA"), as well as Department of Aviation Repair and Renewal Program.

As approved for individual Projects, the general Scope of Services is as follows:

- Implement H-JDP Policies & Procedures
- Construction Safety Coordination
- Coordination of contractor Quality Control and implementation of the H-JCM Construction Quality Assurance Plan
- Construction progress and schedule verification
- Monitor and report on construction costs and schedule
- Monitor, enforce and report on construction conformance to contract documents
- Maintain a full-time Resident Inspection Staff for each assigned Project
- Provide construction coordination support between H-JAIA Projects
- Provide construction coordination for public utility company relocations

- Provide construction contract administrative, management and related services
- Provide construction contract document control
- Provide planning, programming, and design related support as requested, including constructability reviews, construction logistics, estimating and scheduling support
- Provide construction Quality Assurance Testing and Surveying
- Monitor and report contractor EBO compliance

3. If Applicable/Known:

- (a) **Contract Type:** Professional Services
- (b) **Source Selection:** N/A
- (c) **Bids/Proposals Due:** N/A
- (d) **Invitations Issued:** N/A
- (e) **Number of Bids/Proposals Received:** N/A
- (f) **Bidders/Proponents:** N/A
- (g) **Term of Contract:** Five (5) years with two (2) five (5) year renewal options + six (6) month extension period from September 26, 2016 – March 25, 2017.

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

5. Source of Funds: Airport Renewal and Extension Fund

6. FISCAL IMPACT: \$2,500,000.00

- Cost will be covered by the Department’s current year budget
- Budget neutral – no monetary impact
- Cost not anticipated in the Department’s current year budget – see account string in legislation

Or

Note

7. Method of Cost Recovery: N/A

8. Approvals:

DOF: Yes

DOL: Yes

This Legislative Request Form was prepared by: Marsha Love-Brown, P&D

Contact Number: 404.382.1127

FC-7217-00B, Construction Management Services; Hartsfield- Jackson Construction Management

Provide construction management services for the Airfield and Landside, Facilities, CPTC, Noise Insulation Program, Concessions Renovation Program, and other projects in accordance with contract FC-7217-00B as assigned as part of the Hartsfield- Jackson Development Program (H-JDP) by the Department of Aviation to facilitate expansion and improvements at Hartsfield-Jackson Atlanta International Airport (H-JAIA), as well as DOA Repair and Renewal Program.

FC-7217-00B, Construction Management Services

Authorizing Resolution: 00-R-1478

Adopted: November 6, 2000

Approved: November 14, 2000

Contract Term: Five year term, with two five year renewal options (***6-month extension period***)

Hartsfield-Jackson Construction Management:

The Hartsfield-Jackson Construction Management, JV (H-JCM) is comprised of five firms: AECOM Technical Services Inc., Rohadfox Construction Control Services Corporation, Lend Lease (US) Construction, Inc., Luster National, Inc., and The Louis Berger Group, Inc. The overall mission of the H-JCM is to perform Construction Management Support Services representing the interest of the owner. Responsibilities include project administration, contract management and administration, and project and office safety oversight, and EBO oversight.

AECOM is responsible for overall management of H-JCM through a Construction Manager Executive (CME) responsible for daily operations of the H-JCM. AECOM's responsibilities include administrative functions of the H-JCM, account management of the H-JCM, operations management through the CME, project and office safety oversight, and project and contract management and administration through resident engineers, office engineers, and inspectors.

FC-7217-00B, Construction Management Services; Hartsfield- Jackson Construction Management

Domicile:

Hartsfield-Jackson Construction Management
Hartsfield-Jackson Development Program
1255 South Loop Road
College Park, GA. 30337
(404) 530-5504

Contact:

Dale Stubbs, PE
Hartsfield-Jackson Construction Management
Hartsfield-Jackson Development Program
1255 South Loop Road
College Park, GA. 30337
(678) 923-1983