



ATL AIRPORT
COMMUNITY IMPROVEMENT DISTRICTS
Growing Together. Raising Value.



AUTOMATED TRANSIT NETWORK

REQUEST FOR PROPOSAL

2023-0003

Qualifications Due: May 31, 2024

ATL Airport Community Improvements Districts
3800 Camp Creek Parkway
Building 1400, Suite 132
Atlanta, GA 30331

April 12th, 2024

To: Atlanta Personal Rapid Transit Solutions, Metro Mobility Partners, and USA PRT Ultra GA LLC

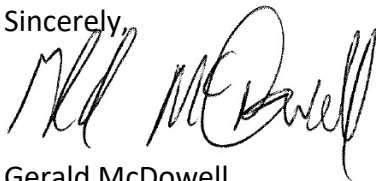
Congratulations on being shortlisted for the next phase of the Request for Proposals for the Automated Transit Network Demonstration Pilot to the Airport West Community Improvement District and Airport South Community Improvement District, together known as the ATL Airport Community Improvement Districts ("AACIDs").

To ensure your final proposal is considered, it must be received by the AACIDs no later than 5:00 p.m. (local time) on May 31st, 2024.

For any additional information or assistance, please feel free to contact Krystal Harris, AACIDs' Program Director, at 404-349-2211.

We look forward to receiving your final proposal and appreciate your interest in working with the ATL Airport Community Improvement Districts.

Sincerely,

A handwritten signature in black ink, appearing to read 'Gerald McDowell', written over a horizontal line.

Gerald McDowell
Executive Director

REQUEST FOR PROPOSALS
2023-0003 AUTOMATED TRANSIT NETWORK SERVICES PILOT

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PART 1: INFORMATION AND INSTRUCTIONS TO PROPONENTS

1. **General and Background Information:** The Airport West Community Improvement District and the Airport South Community Improvement District are created within Fulton County and Clayton County, respectively, under the authority of the Georgia Constitution for the provision of governmental services and facilities, including for public transportation. Each shares administrative services, and sometimes jointly pursue projects, as the ATL Airport Community Improvement Districts (“AACIDs”) which is not a legal entity, only a name used for convenience. The AACIDs is seeking to procure a firm to construct a demonstration pilot for an Automated Transit Network (“ATN”) within the area(s) designated in this RFP (the “Project”). See Attachment A - Map of Alignment and Station Areas attached hereto for the selected alignment for the ATN.
2. **Services Being Procured:** AACIDs is looking to identify, evaluate, and select a Proponent that understands the capabilities and constraints of the new/emerging technology related to ATNs. The purpose of this Project is to study the constructability, impacts, operations, benefits, and costs of a widespread ATN deployment for the AACIDs’ area and southern portion of the Atlanta metropolitan region. The Project will build on the overall Phase 1 – Transit Feasibility Study completed by AACIDs in 2019, and the Phase 2 – Personal Rapid Transit (“PRT”) Definition of Concept completed in 2020. AACIDs will administer the contract (if awarded) pursuant to terms and conditions substantially similar to those contained in a form of Automated Transit Network Services Pilot Contract attached hereto at Part 4 (“Contract”).
3. **Definitions:** The following terms shall have the following meanings when used throughout this Request for Proposals (“RFP”):

Proponent:	Each firm or aggregation of firms (which may include a joint venture arrangement, partnership, limited liability company, or limited liability partnership) submitting a Proposal in response to this RFP with the intent of performing the Services as the prime Contractor.
Proposal(s):	A written response (i.e., preliminary technical proposal and indicative price proposal) to this RFP prepared by a Proponent and submitted to AACIDs.
Final Proposal:	A written response to this RFP prepared only by shortlisted Proponents and submitted to AACIDs containing a more detailed technical proposal and a financial proposal with committed pricing for Phase I and Phase II and indicative pricing for Phases III – V.

Services: The Specifications and Scope of Work described in Exhibit A to the Contract.

Contract Documents: Consist of this Agreement between AACIDs and Contractor; approved Change Orders and Amendments to this Agreement between AACIDs and Contractor; Drawings, Specifications, Exhibits, and Addenda issued in connection with Contract; and agreed Change Orders and Amendments to executed Contract.

4. **Minimum Qualifications:** To participate in this procurement, Proponent must satisfy the minimum qualifications required by this RFP, noted in Part 2. Where the Proponent is a partnership, joint venture arrangement, limited liability company, limited liability partnership, or other multiple entity organization, the entity that holds a majority ownership interest in the Proponent (i.e., over 50% ownership) must meet the minimum requirements set forth in this RFP.
5. **General Contents of Proposals:** A Proponent should submit a complete Proposal in response to this RFP in the format specified in this RFP. A Proposal consists of two (2) parts. Additionally, prior to execution of the Contract, the successful Proponent will be required to demonstrate that it is duly authorized to conduct business in the State of Georgia.

Proponent or the entity comprising the majority ownership interest in the Proponent **must** not submit more than one (1) Proposal under the same or different names or as part of multiple organizations. Any Proponent or entity comprising the majority ownership interest in the Proponent that submits more than one (1) Proposal in response to this RFP shall be deemed non-responsive. **NOTE:** The restriction set forth in this paragraph is not applicable to subcontractors.

By submitting a Proposal in response to this RFP, the Proponent represents and warrants to AACIDs that Proponent has or will acquire all of the licenses, certifications, permits, bonding capacity, and insurance required for the Project. By submitting a Proposal in response to this RFP, Proponent acknowledges that it is familiar with all laws, rules, and regulations applicable to this RFP, including, but not limited to, all of AACIDs' policies and procedures (as the same may change from time to time), all of which are incorporated into this RFP by this reference.

6. **No Offer by AACIDs; Firm Offer by Proponent:** This RFP does not constitute an offer by AACIDs to enter an agreement and cannot be accepted by any Proponent to form an agreement. This revised RFP is only an invitation for offers from shortlisted Proponents

and no offer or Proposal shall bind AACIDs. However, Proponent's Final Proposal is a firm offer for Phase I and Phase II to AACIDs for a period of 150 calendar days from the Final Proposal Deadline and may not be withdrawn during such 150 calendar day period.

7. **Proponent Responsibility:** Each Proponent is responsible for being fully informed regarding all existing and expected conditions and matters that may affect the cost or the performance of the Services. Any failure to fully investigate the requirements of this RFP shall not relieve any Proponent from the responsibility to properly estimate the difficulty or cost of successfully performing the Services being sought under this RFP. It is the responsibility of each Proponent to obtain a copy of all responses and/or any addenda issued for this RFP by monitoring AACIDs' website. No Proponent may rely on any verbal response to any question concerning this RFP.
8. **Additional Documentation:** Each Proponent, if successful, acknowledges and agrees to submit such additional documentation (e.g., insurance/bonds, etc.) as required by AACIDs promptly after an award pursuant to any notice provided by AACIDs and as required by the terms of this RFP and the Contract.
9. **Procurement Questions; Prohibited Contacts:** Any questions regarding this RFP were submitted in writing to AACIDs' contact person, **Krystal Harris, Program Director** via electronic mail to **kharris@aacids.com**, on or before **May 3rd, 2024** at 5:00 p.m. (local time). Questions submitted after the designated deadline may not be considered by AACIDs. Any response made by AACIDs will be provided in writing to all Proponents by posting the same to AACIDs' website by **May 17th, 2024** at **www.aacids.com**. All Proponents (and any representative thereof) are strictly prohibited from contacting any AACIDs employees (or third-party representatives or consultants of AACIDs or employees of MARTA) on any matter having to do with this RFP other than Krystal Harris.
10. **Required Submittals:**
 - a. **Form 3: Price Proposal.** Each Shortlisted Proponent must complete, sign, and submit a Price Proposal with its Proposal (hereinafter described in Part 2).
 - b. **Form 5: List of Proposed Subcontractors.** Each Shortlisted Proponent is requested to furnish with its Proposal the information called for by Form 5.
 - c. **Form 6: Qualifications and Business References.** Each Shortlisted Proponent is requested to furnish with its Proposal the information called for by Form 6. If Form 6 is omitted or if the information furnished is incomplete or inadequate, AACIDs may require that additional information be submitted after the Proposal Deadline and before an award is made.

- 11. Ownership of Proposals:** Each Proposal submitted to AACIDs will become the property of AACIDs, without compensation to a Proponent, for AACIDs' use, in AACIDs' sole discretion.
- 12. Intentionally Omitted.**
- 13. Evaluation criteria:** The selection of the preferred Proponent will be based on the following criteria, which are listed in descending order of importance:
- (i) Experience and Qualifications (i.e., degree to which the Proponent has the required capabilities to execute the project);
 - (ii) Scalability (i.e., degree to which the Proponent's solution is able to accommodate a greater number of vehicles and/or passengers in the future as well as expand the solution into a greater geographic scope);
 - (iii) Technology (i.e., degree to which the technology included in the Proponent's solution satisfies the requirements of the ATN services being procured);
 - (iv) Price Proposal (i.e., degree to which the Proponent's price proposal demonstrates an efficient and scalable use of public and private funds, including Proponent's commitment to co-fund the Project); and
 - (v) Financial Capabilities (i.e., degree to which the Proponent demonstrates its financial robustness and capacity to execute the project).
- 14. Individual meetings:** AACIDs will invite each shortlisted Proponent to participate in two individual meetings. Each meeting will be proprietary and confidential, in that only one shortlisted Proponent will meet with AACIDs at a time. The purposes of the Individual Meetings include (i) providing AACIDs with information regarding the shortlisted Proponent's proposed solution, (ii) enabling discussion concerning particular solutions the shortlisted Proponent may be considering and challenges the shortlisted Proponent may be facing, (iii) providing an opportunity for the shortlisted Proponents and the County to discuss the Automated Transit Network Services Pilot Contract with AACIDs, particularly to the extent clarifications and comments require discussion, and (iv) other purposes established by AACIDs.

The Individual Meetings in combination with any resulting RFP changes and Automated Transit Network Services Pilot Contract changes are expected to allow Proposers to submit Final Proposals that are more detailed than the initial Proposals and fully compliant with the Automated Transit Network Services Pilot Contract.

Final Proposal Deadline: To be considered responsive, a shortlisted Proponent must complete and submit its Final Proposal and all required submittals and attachments in accordance with the instructions contained or referenced in this RFP. All responses to this RFP must be received by AACIDs, via online at www.aacids.com/ATN, on or before **May**

31, 2024, at 5:00 p.m. (local time) (the “Final Proposal Deadline”). Any Final Proposal received after this time will not be considered/reviewed and will be rejected and returned.

Award: AACIDs anticipates that it will award a Contract to a single successful Proponent, if any. The award(s) will be based on the Proposal(s) in its entirety or by components. If only one (1) acceptable Proposal is received, AACIDs will determine whether a price or cost analysis of the Proposal is required. If AACIDs decides to make a price or cost analysis, the Proponent will provide all information needed and requested by AACIDs to do so and shall otherwise cooperate as necessary for the purpose.

15. Submission of Proposals:

- a. Proposals must be submitted according to the requirements of this RFP.
- b. Proposals must be signed by hand by a principal of the Proponent with the authority to bind the Proponent and enter into a Contract with AACIDs. Joint ventures or partnerships must designate one joint venture member/partner to represent the joint venture or partnership, respectively, with the authority to submit and execute a Proposal, bind the entity, and enter a Contract with AACIDs. Each Proponent is responsible for the preparation of its Proposal and for the costs associated therewith.
- c. The format for the submission of a Proposal mandated by this RFP is not negotiable. The name and number of the Project is: **RFP 2023-0003: Automated Transit Network Services Pilot**. Proposals must be submitted with the cover sheet clearly identify the name of the RFP, RFP Number, Proponent’s Name and address, and Proponent’s Federal Work Authorization User Identification Number. All Proposals must be submitted via the AACIDs website (www.aacis.com/ATN).
- d. A Proponent **must** submit an electronic copy of its Technical Proposal and Price Proposal.
- e. Each Proposal should contain a table of contents and separate sections for the information requirements set forth in this RFP, as well as for the forms required to be submitted.
- f. Each Proponent shall promptly notify AACIDs in writing, prior to the Final Proposal Deadline, should the Proponent find discrepancies, errors, ambiguities, or omissions in any of Proponent’s Final Proposal documents or should the intent or meaning set forth in Proponent’s Final Proposal documents appear unclear or ambiguous. AACIDs will reply to such notices, if necessary, by issuing an addendum to the RFP. It is the responsibility of each Proponent to obtain a copy of any addendum issued for this RFP by monitoring AACIDs’ website at www.aacids.com.

16. **Rejection of Proposals; Cancellation of RFP; Waiver of Technicalities:** AACIDs reserves the right to reject any Final Proposal or all Final Proposals or to waive any technical defect in a Final Proposal before or after Final Proposal submission. AACIDs also reserves the right to cancel this RFP at any time for any reason or no reason. Additionally, AACIDs may, by addendum, modify any provision or part of this RFP at any time prior to the Final Proposal Deadline. The Proponent shall not rely on oral clarifications to the RFP unless they are confirmed, in writing, by AACIDs in an issued addendum. AACIDs also reserves the right to award based upon a Proponent's original submission without discussion.
17. **Georgia Open Records Act:** Information provided to AACIDs may be subject to disclosure under the Georgia Open Records Act. Pursuant to O.C.G.A. § 50-18-72(a)(34), *"[a]n entity submitting records containing trade secrets that wishes to keep such records confidential under this paragraph shall submit and attach to the records an affidavit affirmatively declaring that specific information in the records constitute trade secrets pursuant to Article 27 of Chapter 1 of Title 10 [O.C.G.A. § 10-1-760 et seq.]."*
18. **Representation:** By submitting a Final Proposal in response to this RFP, Proponent acknowledges and represents that: (a) the accompanying Price Proposal is made by a person or business entity that is neither a high cost lender nor a predatory lender, nor is the Proponent an affiliate of a high cost lender or a predatory lender, as described in Chapter 6A of Title 7 of the Official Code of Georgia Annotated; (b) it has read and understands all of the RFP documents (including, without limitation, the Contract) and acknowledges that, if successful, Proponent shall be bound by the requirements stated therein; (c) the signatory to the Proposal is the Proponent (or Proponent's duly authorized agent or employee of the Proponent with the authority to bind Proponent hereto); (d) any information or disclosure provided in response to this RFP is fully restated herein and remains truthful and accurate representations up to and including the date Proponent submits its Final Proposal to AACIDs; and (e) AACIDs will not agree to make any substantive revisions to the Contract following the submission of the Final Proposal.
19. **Cost of Preparation:** The Proponent shall be solely responsible for any and all costs associated with preparing and submitting its Final Proposal, none of which will be reimbursed by AACIDs.
20. **Intentionally Omitted.**
21. **Electronic Solicitation Documents:** This RFP is being made available to all Proponents by electronic means. By responding to this RFP, Proponent acknowledges and accepts full responsibility to ensure that it is responding to the correct form of RFP, including any

addenda issued by AACIDs. Proponent acknowledges and agrees that in the event of a conflict between the RFP in the Proponent's possession and the version maintained by AACIDs, the version maintained by AACIDs shall govern.

22. **Award of Contract; Execution:** If AACIDs awards a Contract pursuant to this RFP, AACIDs will prepare and forward to the successful Proponent a Contract for execution substantially in the form included in Part 4 hereto.

PART 2: CONTENTS OF FINAL PROPOSALS AND SUBMITTALS

1. **General Contents of Final Proposals:** A shortlisted Proponent should submit a complete Final Proposal in in the format specified in this RFP. A Final Proposal consists of two (2) parts:
 - (a) **Technical Proposal:** This part will contain all of the information and submittals that are required by the RFP or being provided by Proponent as part of its Final Proposal; and
 - ~~(b)~~ **Price Proposal:** This part will contain the price proposal form.
2. **Technical Proposal:** The Technical Proposal must contain the following information:
 - (a) **Title Page:** The title page should show the RFP number and title, the Proponent's name, address, and telephone and fax numbers of the contact person(s) for the Proponent, and the date of Proponent's Final Proposal.
 - (b) **Table of Contents:** The table of contents should outline and index the contents of the Final Proposal and correspond to the requirements of this RFP.
 - (c) **Transmittal Letter:** A letter that briefly states the Proponent's understanding of the Services to be performed, its commitment to perform the Services, and a statement of the reason(s) why the Proponent believes it is the best qualified individual or entity to perform the Services.
 - (d) **Proposer information:** Complete legal name of the Proponent and the name of the legal entities that comprise the Proponent. The Proponent should provide the domicile where each entity comprising it is organized, including entity name, brief history of the entity, contact name, address, phone number, and facsimile number, as well as the legal structure of the entity.
 - (e) **Proposed solution and services:** The Proponent should provide information on its proposed solution and services by completing the Technical and Operational Standards Form (Attachment D). Proponent may also attach additional information about its proposed solution and services not specifically requested on Attachment D.
 - (f) **Scale-up plan:** The Proponent should include a roadmap for a) scaling up service on the route/alignment being deployed for Phase 1 of the Project and b) scaling up service regionally, building on the route/alignment being deployed for Phase 1 of the Project, providing as much detail as possible regarding major cost components and indicative estimates, routes, anticipated numbers of additional vehicles to serve those

routes, and how many passengers can be transported on each route and across the entire system.

(g) Risk identification and management: The Proponent should provide a brief write-up on strategies to identify and manage risks specific to the Project. Proponent's response should include answers to the following questions:

- (i) From what the Proponent currently knows and understands about ATN technology and the state of the industry, what are some of the technological hurdles the Proponent anticipates the AACIDs will need to overcome in this Project?
- (ii) What issues or potential hurdles does the Proponent anticipate the AACIDs might encounter in delivering this Project apart from the readiness of the technology and how might the Proponent help the AACIDs surmount those hurdles?
- (iii) If a technological gap or shortfall is identified, what strategies would the Proponent pursue to bridge that gap or shortfall while containing costs?
- (iv) How does the Proponent plan to ensure that tasks performed are completed on time and within budget? What processes has the Proponent used on other projects that it has found effective?

(h) Organizational Structure and Key Personnel: The Proponent should provide (a) an organizational chart of the Proponent's management structure, and (b) corresponding resumes for each of the individuals the Proponent will utilize during the Project. The organizational structure and resumes should clearly identify the Proponent's management team. Additionally, the Final Proposal should contain the following information:

- (i) Legal form of the Proponent and the state in which it is domiciled. In the case where the Proponent is a partnership, joint venture, or affiliation of two or more firms, please provide information for all participants and the nature of the relationship. This should include organizational documents and a brief description of the rights and obligations of the parties.
- (ii) Resumes should include at least the following information:
 - a. Name and Title;
 - b. Professional Background;
 - c. Education; and
 - d. Current and Past Employment.

- (iii) The Proponent should also include a statement that clearly identifies the level of authority vested to each individual within Proponent's management structure to make decisions on behalf of the Proponent.
- (iv) The Proponent should include the name, address, telephone, and fax number for the contact person authorized to communicate and negotiate on behalf of the Proponent.
- (v) List any outstanding disputes or business relationships between the Proponent and the following entities, if any:
 - a. AACIDs;
 - b. The United States Department of Transportation;
 - c. Federal Transit Administration;
 - d. Georgia Department of Transportation;
 - e. MARTA;
 - f. City of College Park;
 - g. County of Clayton; and/or
 - h. County of Fulton
 - i. State of Georgia
- (vi) Describe any other outstanding disputes involving the Proponent that may affect the Contract, which AACIDs should be made aware of.

If a shortlisted Proponent wishes to make changes in the Organizational Structure or Key Personnel included on the Proponent's Team including, without limitation, additions, deletions, reorganizations and role changes in or of any of the foregoing, the Proponent must submit to AACIDS a written request for its approval of the change as soon as possible but in no event not later than May 17th. Any such request must be accompanied by the information specified for such entities or individuals in the RFP. AACIDS is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion; provided that AACIDS shall do so within 5 Business Days of receiving such request.

(i) References and Client List: Proponents should provide:

- (i) At least three (3) written reference letters/statements from Proponent's clients (including name of client, name of Project, and contact information) regarding completed development projects similar to the Services being procured by this RFP; and
- (ii) A list of past and present clients Proponent has worked for or with over the last five (5) years. Please use **Form 6** to respond to this request.

NOTE: By submitting a response to this RFP, Proponent acknowledges and agrees that AACIDs may directly contact any of Proponent's references or clients.

- (j) **Experience and Qualifications:** To allow AACIDs to fully understand the capabilities of the Proponent, the Proponent should provide the information requested below for Proponent and if Proponent is a partnership or joint venture, then each member of Proponent shall provide the following information. Please provide the information stated below for each member of the Proponent's team. Use additional sheets, if necessary.
- (i) The Proponent should describe the experience it has within the last five (5) years developing and maintaining Automated Transit Networks, including any of the following products: Automatic Train Control, Ticketing/Ride Request Systems, Vehicles, Access Points, Exclusive Guideways, Maintenance and Storage Facilities.
 - (ii) Proponents should highlight, at a minimum, three (3) operational reference projects (or pilots), including the following information for each reference:
 - a. Client name
 - b. Duration of time that system is/was operational
 - c. Type of service that is/was in place
 - d. Available information regarding vehicle performance / uptime / safety
 - e. Number of passengers transported on the system (to date)
 - f. Operational characteristics of the service, including speed, length of route(s), fleet size, and other characteristics (as applicable)

NOTE: If the Proponent is a partnership, joint venture, or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the RFP must be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., over 50% ownership) of the partnership, joint venture, or newly formed entity.

- (i) **Financial Information:** Given the nature of the Project, AACIDs needs to understand the Proponent's financial capability to undertake and successfully complete the Project. Proponents should provide the following:
- (i) Audited financial statements or tax filings for the past three (3) years (i.e., 2020, 2021, and 2022). If Proponent's current year's audited financial statements or tax filings are not yet complete, Proponent may provide either (a) audited financial statements or tax filings for 2020, 2021, and 2022, or (b) audited financial statements or tax filings for 2020 and 2021, as well as unaudited summary

statements for the current year. The statements should include each of the following at a minimum:

- (A) Balance sheet;
 - (B) Income statement; and
 - (C) Statement of change in financial position, if any.
- (ii) The names and phone numbers of references for the following:
- (A) Two commercial banks; or
 - (B) Two institutional partners; or
 - (C) One commercial bank and one institutional partner.
- (iii) Terms and conditions of any significant contingent liabilities, such as guaranteed loans or other obligations which could affect the ability of Proponent to obtain financing for the Project.
- (iv) **ANY FINANCIAL STATEMENTS THAT PROPONENT DEEMS TO BE CONFIDENTIAL SHOULD BE MARKED AS PROPRIETARY.**

NOTE: If the Proponent is a partnership, joint venture, or newly formed entity (e.g., limited liability company or corporation), the minimum requirements set forth throughout the RFP **must** be satisfied by the entity or individual(s) that own and control a majority equity interest (i.e., over 50% ownership) of the partnership, joint venture, or newly formed entity.

3. Price Proposal. Each Proposal is required to include a fully completed Price Proposal Form (Form 3) attached to this RFP.

The budget available for AACIDs' contribution to the Project is \$10M. Under no circumstances will the total payment (phases 0 - 5 combined) to the successful Proponent exceed \$10M. AACIDs would expect that the Price Proposal will exceed \$10M and that Proponents will propose to co-fund the Project.

PART 3: SUBMITTAL FORMS

1. Price Proposal (Form 3)
2. List of Proposed Subcontractors (Form 5)
3. Qualification and Business References (Form 6)

FORM 3
PRICE PROPOSAL

On and as of _____, the undersigned, having examined carefully and become familiar with: (a) the accompanying Request for Proposals for **RFP No. 2023-003: Automated Transit Network Development Services Pilot ("RFP")**; (b) any addenda to the RFP; and (c) the Services (as defined in the RFP) being solicited by the AACIDs, hereby submits the cost proposal (**Attachment C**) to AACIDs in response to **RFP No. 2023-0003**.

Total Cost All Phases (I, II, III, IV and V)	\$
Contractor's Excess Investment Cap Amount	\$

[____The indicative Contractor's Excess Investment Cap amount will be included in section 11 of the Contract and will be finalized when the NTP is issued.____]

Date: _____, 20____	Date: _____, 20____
Corporate Proponent: [Insert Corporate Name]	Non-Corporate Proponent: [Insert Proponent Name]
_____	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
_____	_____
Corporate Secretary/Assistant Secretary (Seal)	Notary Public (Seal) My Commission Expires: _____

FORM 5
LIST OF PROPOSED SUBCONTRACTORS

1. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) q DBE q NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

q \$0 - \$99,999	q \$100,000 - \$499,999	q \$500,000 - \$999,999	q \$1,000,000 - \$4,999,999
q \$5,000,000 - \$9,999,999	q \$10,000,000 - \$14,999,999	q \$15,000,000 - 24,999,999	

2. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) q DBE q NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

q \$0 - \$99,999	q \$100,000 - \$499,999	q \$500,000 - \$999,999	q \$1,000,000 - \$4,999,999
q \$5,000,000 - \$9,999,999	q \$10,000,000 - \$14,999,999	q \$15,000,000 - 24,999,999	

3. NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

SUBCONTRACT EFFORT: _____

AGE OF FIRM: _____ YEAR(S) _____ MONTH(S) q DBE q NON-DBE

ANNUAL GROSS RECEIPTS OF FIRM:

q \$0 - \$99,999	q \$100,000 - \$499,999	q \$500,000 - \$999,999	q \$1,000,000 - \$4,999,999
q \$5,000,000 - \$9,999,999	q \$10,000,000 - \$14,999,999	q \$15,000,000 - 24,999,999	

(use additional sheet(s) if needed)

FORM 6
QUALIFICATIONS AND BUSINESS REFERENCES

Name of Proponent:		
Principal Office Address		
	State:	Zip Code:
Telephone Number	()	Fax Number: ()
Social Security Number (if Individual)		
Federal ID Number		
DUNS Number		

- Are you registered to do business in Georgia? Yes ☐ No ☐
Business Classification: _____
- Is your company licensed to do Business in the State of Georgia? Yes ☐ No ☐
Business License Number: _____
- Please mark the appropriate classification of your organization.

Individual <input type="checkbox"/>	Partnership <input type="checkbox"/>	Corporation <input type="checkbox"/>
Limited Liability Company <input type="checkbox"/>	Joint Venture <input type="checkbox"/>	

Please identify the State which your organization is incorporated. _____

If a partnership, list names and addresses of partners; if a corporation, list names of officers and directors and State of Incorporation; if a joint venture, list names and addresses of ventures and, if any venturer is a corporation, partnership, or joint venture, list the same information for each such corporation, partnership, and joint venture.

- How many years has your organization been in business under your present business name?
_____ yrs.

5. How many years of experience has your organization had in work similar to the work of this Contract?

(a) As a prime Contractor? _____

(b) As a Subcontractor? _____

6. (A) List all the contracts which your organization has completed during the last 5 years which demonstrate the qualifications to perform the work of this Contract. (For joint venture work, show the sponsoring individual or company.) ***Use additional sheet(s), using the same format (s) below as needed.***

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

Customer Name:			
Customer Address:			
Year:	Contract Price:	Kind of Contract:	Location of Work:

(B) Please utilize the space below to provide contact information for previous clients, which your firm has provided services of similar size and scope. List clients which you have performed work during the past three (3) years.

Organization Name:		
Contact Person Name:		
Contact Number:	Email Address:	
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

Organization Name:

Contact Person Name:		
Contact Number:	Email Address:	
Address:		
City:	State:	Dates/Period of Service:
Project Name and Service Description:		

7. Have you or your organization, or any officer or partner thereof, failed to complete a contract?

If so, provide details _____

8. In what other lines of business are you financially interested? _____

9. Describe the composition of your company's labor force by job classification, including management:

10. Provide information about the experience of the principal individuals of your present organization.

Individual's Name	Title	Years of Experience	Magnitude and Type of Work

11. List similar contract work which you have currently underway, or for which you are committed or preparing submissions in response to request for proposals:

Name and Address of Customer	Kind of Contract	Contract Price	Expected Completion Date	Completion Date	Location of Work

12. Reference is hereby made to the following financial institutions as to the financial responsibility of the Proponent:

Name of the Bank:	
Street Address:	
City and State:	
Telephone:	
Contact Name:	

Name of the Bank:	
Street Address:	
City and State:	

Telephone:	
Contact Name:	

13. Reference is hereby made to the following surety/insurance company or companies as to the financial responsibility and general reliability of the Proponent:

Name of Surety/Insurance Company:	
Street Address:	
City and State:	
Telephone:	
Contact Name: (Person familiar with Proponent's Account)	
Name of Local Agent (if different):	

14. Financial information for last two (2) years:

	Year Ending:	Year Ending:
Total Gross Sales	\$	\$
Net Profit (Loss)	\$	\$
Current Assets	\$	\$
Current Liabilities	\$	\$
Audited Financial Statements Available?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

15. Is any litigation pending against your organization or has your organization been engaged in any litigation or adversarial proceedings within the last five (5) years? [Check the correct response below:]
Yes ☐ No ☐

If the response is yes, please provide a detailed description of each proceeding below:
(Use additional pages if necessary.)

The undersigned certifies that s/he is legally authorized by the Proponent to make the statements and representations contained in this form, and represents and warrants that the foregoing information is true and accurate to the best of her/his knowledge, and intends that the AACIDs rely thereon in awarding the Contract.

PROPONENT NAME _____

DATE OF SIGNING _____

SIGNATURE _____

TITLE _____

PROPONENT MAY USE ADDITIONAL SHEETS IF NECESSARY TO RESPOND TO ANY QUESTION(S).

PART 4: FORM OF CONTRACT

See attached.

CONTRACT NO. 2023-003
AUTOMATED TRANSIT NETWORK SERVICES PILOT

This Automated Transit Network Services Pilot Contract ("Contract") is entered into and effective on and as of _____ ("Effective Date") by and between the Airport West Community Improvement District and Airport South Community Improvement District (together the "AACIDs") and _____, a _____ ("Contractor"). AACIDs and Contractor are collectively referred to herein as the "Parties" and each, individually, as a "Party."

Contract Name: Automated Transit Network Services Pilot Contract	Contract No: 2023-003
Contractor: _____	
Address: _____ _____ _____	Address: ATL Airport Community Improvement Districts 30800 Camp Creek Parkway Building 1400, Suite 132 Atlanta, GA 30331
Phone: _____	Phone: _____
Email: _____	Email: _____
Contractor's Authorized Representative: _____ (or his or her designee(s))	AACIDs' Authorized Representative: _____ (or his or her designee(s))

1. **EQUIPMENT, MATERIAL, SUPPLIES, AND SERVICES.**

- (a) Equipment, Material, Supplies and Services. Subject to the terms and conditions set forth herein, Contractor shall provide the services, equipment, materials, and/or supplies described in the Specifications and Scope of Work attached hereto as Exhibit A (collectively, the "Services"). The Contractor shall procure, manufacture, assemble, and deliver to AACIDs all equipment, materials, and supplies, and shall perform all incidental services, specified in and reasonably required by this Contract. Additionally, the Contractor shall perform the Services when ordered from time to time by AACIDs or as stipulated in the Statement of Work. Contractor will be responsible for the cost of, and obtaining, maintaining, and complying with, and paying all fees and taxes associated with, all applicable licenses, authorizations, consents, approvals, and permits required of Contractor in the design, manufacture, construction, inspection, shipping, and delivery of the Services and complying with the terms of this Contract.

- (b) Contractor's Costs. Unless otherwise expressly provided in this Contract, all materials, equipment, software, facilities, and labor required for procurement of the Services shall be furnished by and be under the sole direction and control of Contractor and at Contractor's sole expense. Contractor shall be responsible, at its sole cost, for procuring and using such resources in a professional and workmanlike manner at no additional cost to AACIDs.
- (c) Removal of Employees Assigned to the Contract. Within a reasonable period, but not later than seven (7) days after Contractor's receipt of notice from AACIDs that the continued assignment to this Contract of any Contractor Employee is not in the best interests of AACIDs or may create a conflict of interest (in AACIDs' reasonable determination), AACIDs and Contractor shall meet to determine whether the issue can be resolved. If AACIDs determines, following this meeting, that the issue cannot be resolved, Contractor shall remove such Contractor Employee(s) from providing Services under this Contract. For purposes of this Contract, the term "day(s)" shall mean calendar days, unless otherwise specified. Contractor will not be required to terminate the employment of such individual. Contractor will assume all costs associated with the replacement of any Contractor Employee(s). In addition, Contractor agrees to remove from this Contract any Contractor Employee(s) who has engaged in willful misconduct or have committed a material breach of this Contract immediately after Contractor becomes aware of such misconduct or breach and notify AACIDs of the same. For purposes of this Contract, the term "Contractor Employee(s)" shall mean all of Contractor's employees, contractors, subcontractors, and agents, including, without limitation, the employees, contractors, subcontractors, and agents of Contractor's partners or joint venture partners, and any other individuals or entities providing any of the Services set forth in the Contract under the Contractor's authority.
- (d) Contractor Authorized Representative. Contractor designates the person(s) named herein above as its Contractor Authorized Representative ("Contractor Authorized Representative") who shall: (a) be an employee within Contractor's organization, with the information, authority, and resources available to properly coordinate Contractor's responsibilities under this Contract; (b) serve as primary interface and the single-point of communication for the provision of the Services by Contractor; (c) have day-to-day responsibility and authority to address issues relating to the Services; and (d) devote adequate time and efforts to managing and coordinating the Services.
- (e) AACIDs Authorized Representative. AACIDs designates the person(s) named herein above as its AACIDs Authorized Representative(s) ("AACIDs Authorized Representative") who shall: (a) serve as primary interface and the primary point(s) of communication under this Contract; (b) have day-to-day responsibility to address issues relating to this Contract; and (c) to the extent provided under

applicable law (and the policies and procedures of AACIDs) as the same may change from time to time, have the authority to execute any additional documents or changes on behalf of AACIDs.

2. **TERM.**

The term ("Term") of this Contract shall commence on the Effective Date and expire two (2) years after Contractor reaches Operational Readiness, as defined in Section 5, unless earlier terminated in accordance with the terms of this Contract.

3. **OPTIONS TO EXTEND TERM.** The Parties may mutually agree to extend the Term of this Contract through the execution of a Change Order.

4. **COMMITTED PROPOSAL AND NOTICE TO PROCEED.**

- (a) **Committed Price Proposal.** Contractor will prepare and submit to AACIDs committed pricing for the Payment Amounts for Phases III, IV, and V based on the final design developed during Phase II, actual construction costs, and refinement of the technical solution and approach to operations and maintenance (the "Committed Price Proposal"). The Committed Price Proposal will be submitted to AACIDs prior to, and as a condition to commencing, Phase III.

Contractor will be available to discuss the Committed Price Proposal with AACIDs and will reasonably and promptly consider revisions to accommodate any comments received from AACIDs. AACIDs are not obligated to accept the Committed Price Proposal.

Notwithstanding the foregoing, if Contractor reasonably and in good faith determines that the actual cost of Phases III, IV, and V is expected to be greater than the indicative Payment Amounts included in Exhibit C and additional investment planned to be made by Contract in excess of those Payment Amounts, Contractor's Committed Price Proposal may be conditioned on identifying other funding needed to pay for those greater costs. If those funds cannot be sufficiently secured to Contractor's satisfaction, Contractor may terminate this Contract prior to commencement of Phase III, and any payment to Contractor will be limited to payment for work properly completed for Phases I and II.

- (b) **Committed Technical Proposal.** Contractor will prepare and submit to AACIDs a proposed update to the Technical and Operations Standards based on the final design developed during Phase II and refinement of the technical solution and approach to operations and maintenance (the "Committed Technical Proposal"). The Committed Technical Proposal may include other conforming changes to other sections of the Contract, as appropriate and applicable.

Contractor will be available to discuss the Committed Technical Proposal with AACIDs and will reasonably and promptly consider revisions to accommodate any comments received from AACIDs. AACIDs are not obligated to accept the Committed Technical Proposal.

- (c) Notice to Proceed. AACIDs shall issue a notice to proceed (the “NTP”) for Phases III through V if all of the following conditions are satisfied (or waived by mutual agreement of AACIDs and Contractor):
- (i) AACIDs have approved the final design;
 - (ii) Contractor has submitted a Committed Price Proposal, which AACIDs have accepted; and if that Committed Price Proposal was conditioned on securing additional funds, Contractor has affirmed to AACIDs that it is satisfied with those additional funds;
 - (iii) Contractor has submitted a Committed Technical Proposal, which AACIDs have accepted;
 - (iv) Contractor has provided the performance and payment bonds needed for construction work; and
 - (v) Contractor has satisfied all other conditions within the Contract for the proper performance of construction work.

5. **RESERVED.**

6. **PHASING AND PAYMENTS.** AACIDs shall pay Contractor in the amounts set forth in **Exhibit C** (collectively, the “Contract Price”) in accordance with the provisions in this Section 5. Contractor acknowledges and agrees that the total compensation payable to Contractor will not exceed Ten Million Dollars (\$10,000,000).

- (a) Mobilization. Phase 0 of the Services (“Mobilization”) is the initial stage where the Project team is assembled, resources are allocated, and the groundwork is laid for Project implementation. Contractor may invoice AACIDs for the payment associated with Phase 0 in the amount specified in Exhibit C (“Payment Terms”) upon execution of this Contract.
- (b) Preliminary Design. Phase I of the Services (“Preliminary Design”) includes all work and services necessary for those tasks and deliverables set forth in Exhibit A, Section 3 to this Contract, which is incorporated herein by reference. Contractor shall be deemed to have achieved completion of Phase I of the Services (“Preliminary Design Completion”) upon Contractor’s completion of all such tasks and deliverables as set forth and in accordance with Exhibit A, Section 3 and AACIDs written approval of the same. Contractor may invoice AACIDs for the progress payment associated with Phase 1 in the amount specified in Exhibit C (“Payment Terms”) upon written notice by AACIDs to the Contractor that AACIDs accepts all work performed in Phase I.

- (c) Final Design. Phase II of the Services (“Final Design”) includes all work and services necessary for those tasks and deliverables set forth in Exhibit A, Section 3 to this Contract, which is incorporated herein by reference. Contractor shall be deemed to have achieved completion of Phase II of the Services (“Final Design Completion”) upon Contractor’s completion of all such tasks and deliverables as set forth and in accordance with Exhibit A, Section 3 and AACIDs written approval of the same. Contractor may invoice AACIDs for the progress payment associated with this Phase II in the amount specified in Exhibit C (“Payment Terms”) upon written notice by AACIDs to the Contractor that AACIDs accepts all work performed in Phase II.
- (d) Operational Readiness. Phase III of the Services (“Operational Readiness”) includes all work and services necessary for those tasks and deliverables set forth in Exhibit A, Section 3 to this Contract, which is incorporated herein by reference. Contractor may invoice AACIDs monthly for payments associated with Phase III, calculated based on the expected duration of Phase III, and up to the total amount specified in Exhibit C (“Payment Terms”).
- (e) Operational Completion. Phase IV of the Services (“Operational Completion”) includes all work and services set forth in Exhibit A, Section 3 to this Contract, which is incorporated herein by reference. Contractor may invoice AACIDs monthly for payments associated with Phase IV, calculated based on the expected duration of Phase IV, and up to the total amount specified in Exhibit C (“Payment Terms”).
- (f) Project Closure. Phase V of the Services (“Project Closure”) includes all work and services necessary for those tasks and deliverables set forth in Exhibit A, Section 3 to this Contract, which is incorporated herein by reference. Contractor shall be deemed to have achieved completion of Phase V of the Services upon Contractor’s completion of all such tasks and deliverables in accordance with Exhibit A, Section 3 and AACIDs written approval of the same. Contractor may invoice AACIDs for the progress payment associated with Phase V in the amount specified in Exhibit C (“Payment Terms”) upon written notice by AACIDs to the Contractor that AACIDs accepts all work performed in Phase V.

6. **RESERVED.**

7. **CIVIL RIGHTS.** The following requirements apply to the underlying Contract:

- (a) Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., U.S. Department of Transportation (“US DOT”) regulations, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act,” 49

C.F.R. Part 21, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements U.S. Federal Transit Administration or any successor agency ("FTA") may issue.

(b) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:

- (i) Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the course of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (ii) Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §§ 621 through 634 and with implementing U.S. Equal Employment Opportunity Commission ("U.S. EEOC") regulations, "Age Discrimination in Employment Act," 29 C.F.R. Part 1625 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- (iii) Disabilities - In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that

it will comply with the requirements of U.S. EEOC, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- (c) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance, modified only if necessary to identify the affected parties.

8. **DEFAULT; REMEDIES.**

- (a) Contractor shall be in default under the terms of this Contract if Contractor:
 - (i) fails to make any payment to AACIDs, for which AACIDs has provided the Contractor with an invoice or written notice of the amount due or overdue, within thirty (30) days of the date such payment is due to AACIDs;
 - (ii) ceases to provide any of the Services without the written consent of AACIDs Authorized Representative, except where Services have been withdrawn in accordance with this Contract, or becomes permanently deprived of the rights, powers, or privileges necessary for the proper conduct thereof;
 - (iii) 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;
 - (iv) 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;
 - (v) fails to keep, perform, or observe any material term, covenant, or condition set forth in this Contract;
 - (vi) intentionally or willfully misrepresents any material fact to AACIDs;
 - (vii) makes any material misrepresentation (or intentionally failed to make a full and accurate disclosure) to AACIDs in the documents, questionnaires, forms, or materials submitted by Contractor in response to the Request for Proposals, any other solicitation document, or any document pursuant to which this Contract was awarded, or failed to comply with all

requirements, including, without limitation, AACIDs' ethical standards and conflicts of interest policies;

- (viii) fails to make payments to subcontractors or suppliers in accordance with the respective agreements between Contractor and the subcontractors or suppliers; or
 - (ix) disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority, or fails to pay any taxes and assessments required to be paid by Contractor pursuant to the terms of this Contract.
- (b) If Contractor is in default, AACIDs will notify Contractor in writing of the nature of the default and the time period within which to cure, if any. If Contractor, (a) where a specific time period for the cure is provided in the applicable subsection of this Contract, 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 AACIDs (provided that such 20-day cure period shall be extended upon request by Contractor if and so long as Contractor has commenced to cure the default, is diligently progressing with such cure, and requires additional time to complete the cure), AACIDs may, without further notice to Contractor or Contractor's sureties, if any (except as provided below), elect to exercise any of the following remedies:
- (i) terminate this Contract at any time thereafter by written notice to Contractor and recover, subject to the liability exclusions and limitations within this Contract, from Contractor all costs, expenses, losses, and damages recoverable under this Contract (including, without limitation, all reasonable costs associated with the re-procurement of the Scope of Work) or applicable law as a result thereof;
 - (ii) cure any default at Contractor's cost subject to the liability exclusions and limitations within this Contract. If AACIDs at any time, by reason of Contractor's default, pays any sum to cure any default, the sum paid by AACIDs shall be immediately due from Contractor to AACIDs upon invoice from AACIDs to Contractor, and shall bear interest at the rate of one and one-half percent (1.5%) per month from (or such maximum rate permissible by applicable law, if lower) the date invoiced by AACIDs until the date AACIDs is fully reimbursed by Contractor; and
 - (iii) subject to the liability exclusions and limitations within this Contract, exercise any and all other rights or remedies available under this Contract or at law or in equity.

- (c) AACIDs shall be in default under the terms of this Contract if:
 - (i) AACIDs fails to make any undisputed payment to Contractor within the [60-day] deadline set forth in Exhibit C for which Contractor has provided an invoice pursuant to the terms of this Contract, and upon written notice to AACIDs that such amount is overdue, fails to make such undisputed payment within thirty (30) days of the date of such notice;
 - (ii) AACIDs fails to keep, perform, or observe any material term, covenant, or condition set forth in this Contract;
 - (iii) AACIDs intentionally or willfully misrepresents any material fact to Contractor; or
 - (iv) AACIDs disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority and such violation has a material effect on the Services or this Contract.
- (d) If AACIDs are in default, Contractor will notify AACIDs in writing of the nature of the default and the time period within which to cure, if any. If AACIDs, (1) where a specific time period for the cure is provided in the applicable subsection of this Contract, does not cure the default within that period, or (2) 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 Contractor (provided that such 20-day cure period shall be extended upon request by AACIDs if and so long as AACIDs has commenced to cure the default, is diligently progressing with such cure, and requires additional time to complete the cure), Contractor may elect to exercise any of the following remedies:
 - (i) Suspend, by written notice to AACIDs, Contractor's performance under this Contract until such time that AACIDs' breach has been cured or is no longer in effect. In the event of such suspension, Contractor shall be entitled to recover from AACIDs its reasonable and verifiable costs incurred as a direct result of such suspension;
 - (ii) terminate this Contract at any time thereafter by written notice to AACIDs and recover, subject to the liability exclusions and limitations within this Contract, from AACIDs all actual, reasonable, and verifiable costs incurred (i) in performing the work under the Contract up to the date of the notice of such termination, and (ii) in demobilizing from the Project and canceling any subcontracts or supply agreements procured for the Services; provided, however, that total aggregate payments from AACIDs to the

Contractor for the Services will not exceed Ten Million Dollars (\$10,000,000).

9. **DISPUTES.**

- (a) **Informal Negotiations.** In the event a dispute arises between the AACIDs and the Contractor in the performance of this Contract, the AACIDs Authorized Representative and the Contractor Authorized Representative shall expeditiously undertake, through direct, good faith negotiations to resolve the dispute or controversy. The nature of said controversy shall be documented in writing by the Party initiating the negotiations. In the event the dispute cannot be resolved by those individuals within thirty (30) days after negotiations are undertaken, the dispute shall be referred to the AACIDs' Executive Director (or his/her designee) and the Contractor's counterpart.
- (b) **Facilitated Dispute Resolution.** If the dispute cannot be resolved by those individuals within thirty (30) days of the dispute being brought to their attention, the dispute shall be referred to a facilitated dispute resolution process in which the Parties shall meet with a trained, neutral facilitator in an effort to reach a mutually agreeable resolution of the Dispute. The Parties shall mutually agree on the scheduling of the facilitated dispute resolution and the selection of a facilitator within [15] Days of referral to a facilitated dispute resolution. The facilitated dispute resolution shall be informal and non-binding, with each Party having an opportunity to present its position and supporting information. The Parties agree that recommendations resulting from the facilitated dispute resolution are not admissible in court in any subsequent litigation. The Parties will share equally the costs of facilitated dispute resolution. Either Party may pursue any other remedy available under Georgia law. The Contractor shall continue to perform the Contract throughout the pendency of any dispute resolution unless otherwise instructed by AACIDs, and AACIDs shall continue to pay Contractor all amounts not in dispute, notwithstanding any dispute or claim that may arise concerning the compensation due the Contractor or either Party's performance of or failure to perform any obligation hereunder.

10. **TERMINATION FOR CONVENIENCE.** AACIDs shall have the right to terminate this Contract without cause at any time during the Term of this Contract, without any liability to Contractor whatsoever other than the costs described in this paragraph, by giving written notice to Contractor at least thirty (30) days prior to the date such termination is to be effective. AACIDs shall, to the extent not already provided, compensate Contractor for its actual, reasonable, and verifiable costs incurred (i) in performing the work under the Contract up to the date of the notice of such termination, and (ii) in demobilizing from the Project and canceling any subcontracts or supply agreements procured for the Services; provided, however, that total aggregate payments from AACIDs to the

Contractor for the Services will not exceed Ten Million Dollars (\$10,000,000). AACIDs shall not have the right to terminate this Contract for convenience if AACIDs cannot fully compensate Contractor for its actual, reasonable, and verifiable costs as described herein.

11. **CONTRACTOR'S TERMINATION FOR EXCEEDING CONTRACTOR'S EXCESS INVESTMENT CAP.** The Contractor shall have the right to terminate this Contract by giving written notice to AACIDs at least thirty (30) days prior to the date such termination is to be effective, without further liability to AACIDs, if ever the Contractor's Excess Investment exceeds \$[●] (the "Contractor's Excess Investment Cap"), provided that the Contractor gives written notice to AACIDs when the Contractor's Excess Investment meets or exceeds 75% of the Contractor's Excess Investment Cap. The "Contractor's Excess Investment" means the total costs and expenses suffered or borne by the Contractor (directly or through its equity investors, subcontractors, and suppliers) for the Services, net of all payments received by AACIDs for the Services.
12. **EFFECT OF TERMINATION.** Unless otherwise provided herein, termination of this Contract, 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) subject to the liability exclusions and limitations within this Contract, any remedies to which a Party may be entitled under this Contract, at law, or in equity. Upon termination of this Contract, Contractor shall immediately: (i) discontinue manufacturing/procuring the equipment, material, and/or supplies required for the Services on the date and to the extent specified in the notice; (ii) discontinue providing Services on the date and to the extent specified in the notice; (iii) inventory, maintain, and turn over to AACIDs all Work Product (hereinafter defined), licenses, equipment, materials, plant, tools, and property furnished by Contractor or provided by AACIDs for performance of the terminated portions of the Contract; (iv) comply with all other reasonable requests from AACIDs regarding the terminated portions of the Contract; and (v) continue to perform in accordance with all of the terms and conditions of this Contract any portion of the Services not terminated. Upon termination of the Contract, Contractor shall only be entitled to compensation for the actual and verified cost of goods, equipment, supplies, and Services delivered to AACIDs in compliance with this Contract on or before the effective date of termination.
13. **POTENTIAL ADDITIONAL FUNDING SOURCES.** If the Contractor is successful in securing additional external funds for the execution of the Project beyond the Ten Million Dollars (\$10,000,000) from AACIDs and Contractor's Excess Investment, such funding shall be used in the following priority order:
 1. Any amount required to build or operate the Project in excess of the Contractor's Excess Investment Cap;
 2. Reimbursement of the Contractor's Excess Investment; and
 3. Reimbursement of AACIDs Ten Million Dollar (\$10,000,000) contribution to the Project.

14. **SUSPENSION OF WORK.** AACIDs may suspend at any time, by written notice to Contractor, the performance of all or any portion of the Services if (i) Contractor has breached any insurance, bonding, or safety requirements under this Contract or applicable law and such breach is not cured within five (5) business days after notice to Contractor, or (ii) there is a bona fide emergency or threat to the public or workers from continuation of the Services. Upon receipt of a suspension notice, Contractor 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 Services, and (d) take any other reasonable steps to minimize costs associated with the suspension. AACIDs shall lift the suspension as soon as possible after the reason for suspension has subsided or been cured. Unless the suspension was caused by a breach by Contractor of its obligations under this Contract, AACIDs shall, to the extent not already provided, compensate Contractor for its actual and reasonable costs associated with the suspension (provided that total payments from AACIDs to the Contractor will not exceed Ten Million Dollars (\$10,000,000)).
15. **INSPECTION.** AACIDs shall have the right to make inspections and tests, at any reasonable time and place, and in any reasonable manner, and to reject equipment, supplies, or other goods on the basis of such inspection or test if the inspection or test reveals the equipment, supplies, or other goods are not compliant with the requirements of this Contract, but shall have no obligation to accept or to reject any equipment, supplies, or other goods until they have been delivered. If any inspection or test is made by AACIDs on the premises of the Contractor or of a subcontractor, the Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of AACIDs' inspectors in the performance of their duties.
16. **DELIVERY.** All equipment, supplies, and goods, including spare parts, special tools, special test equipment, manuals, and other technical data, if any, shall be delivered to AACIDs in accordance with the Delivery Schedule as set forth in this Contract. All deliveries shall be off-loaded from the carrier's conveyance at the destination so specified at the Contractor's cost and free of expense to AACIDs. AACIDs shall not be responsible for storage, demurrage, accessorial, or other charges related to shipment or delivery, except only such charges as are incurred solely because of an act or order of the AACIDs or its agent or employee.
17. **ACCEPTANCE.** The AACIDs shall have the right to inspect and test the equipment, supplies, or other goods when they have been delivered, and if they then do not conform fully and strictly to the requirements of the Contract, shall have the right to reject them. AACIDs will notify the Contractor of its rejection of any equipment, supplies, or goods within fifteen (15) days after they are delivered; such equipment, supplies, or goods shall otherwise be or be deemed to have been accepted, subject, however, to AACIDs' right,

as provided by law, to revoke its acceptance, and subject to its rights under all warranties under the Contract. Title and risk of loss or damage shall pass to AACIDs upon acceptance, except that such risk shall revert to the Contractor with respect to any equipment, supplies, or other goods the acceptance of which AACIDs revokes, unless the loss or damage is caused solely by the fault or negligence of AACIDs or of its agents or employees acting within the scope of their authority or employment.

18. **WARRANTY.** Unless otherwise stipulated in the Contract, the Contractor warrants that, for a period of two (2) years commencing upon Operational Readiness, all equipment, supplies, and other goods delivered under the Contract shall be and remain free of any and all defects, in material or in workmanship, and shall conform and continue to conform to all requirements of the Contract except in the case of (a) abuse and neglect by AACIDs, (b) AACIDs failure to properly operate or maintain the equipment, supplies, or other goods delivered by the Contractor as directed by Contractor, (c) normal wear and tear, and (d) alterations to the work not executed by the Contractor. Contractor shall be required to fully remedy any breach of this warranty so that any defective or non-conforming items are fully corrected. This warranty shall be in addition to, and shall not limit, any guarantee or warranty provided by any manufacturer or supplier of equipment or materials. This warranty shall be in addition to any other duties Contractor may owe to AACIDs and shall not limit any other implied warranties or any other rights or remedies AACIDs may have pursuant to applicable law. This warranty shall not be deemed to establish a period of limitation or prescription within which any such other rights or remedies must be asserted.
19. **AACIDs' RIGHT TO REVIEW AND REJECT.** Any Services, equipment, material, and/or supplies provided for the Services, Work Product, or other document or item to be submitted or prepared by Contractor hereunder shall be subject to the review of AACIDs Authorized Representative. The AACIDs Authorized Representative may disapprove and/or reject, if the Services, Work Product, equipment, material, supplies, document, or item is not in accordance with the requirements of this Contract. If any of the said items or any portion thereof are so disapproved or rejected, Contractor shall revise the items until they meet the approval of AACIDs Authorized Representative. However, Contractor shall not be compensated under any provision of this Contract for repeated performance of such disapproved or rejected items.
20. **AUDIT.**
 - (a) Contractor will provide to AACIDs, and any entity designated by AACIDs, reasonable access to Contractor Employees, access to Contractor's offices and property, and supply to AACIDs the information requested by AACIDs for the purpose of performing audits and inspections of Contractor and/or any of the relevant information relating to the Services and this Contract. Contractor acknowledges and agrees that any such non-privileged information that is either provided to AACIDs or AACIDs is allowed to review, shall be in an unredacted form.

Such audits, inspections, and access may be conducted to: (a) verify the accuracy of charges and invoices; (b) examine Contractor's performance of the Services; (c) monitor compliance with the terms of this Contract; and (d) any other matters reasonably requested by AACIDs. Contractor shall provide, at no additional cost, full cooperation to AACIDs and its designated entities in connection with audit functions and examinations by regulatory authorities. All audits and inspections will be conducted during normal business hours (except with respect to items that are manufactured or otherwise performed during off-hours). Contractor shall promptly respond to and rectify the deficiencies identified in and implement changes suggested by any audit or inspection report.

- (b) If any audit or inspection of charges invoices or Services reveals that AACIDs has overpaid any amounts to Contractor, Contractor shall within thirty (30) days refund such overpayment and Contractor shall also pay to AACIDs 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 AACIDs by Contractor. Additionally, Contractor acknowledges and agrees that AACIDs may deduct such amounts due from future invoices until all overpaid amounts (including interest thereon) are repaid in full.
- (c) During the Term of this Contract and for six (6) years thereafter, the Contractor agrees to maintain intact and readily accessible all data, documents, reports, records, sub agreements, leases, third-party contracts, and supporting materials related to this Contract.
- (d) The Contractor agrees to permit AACIDs or its authorized representatives, upon their request to inspect all Services, materials, payrolls, and other data, and to audit the books, records, and accounts of the Contractor pertaining to this Contract, as required by 49 U.S.C. § 5325(g).

21. **RESERVED.**

22. **INSURANCE REQUIREMENTS.** Contractor shall comply with the insurance and bonding requirements set forth on **Exhibit D**. Contractor further agrees that its obligation to indemnify and hold harmless AACIDs Indemnitees will not be limited to the limits or terms of Contractor's liability insurance, if any, required under this Contract. Contractor will, however, be subject to the liability exclusions and limitations set forth in this Contract.

23. **INDEMNIFICATION; NO OBLIGATION TO THIRD PARTIES.** Contractor shall indemnify and hold harmless the Airport West Community Improvement District, Airport South Community Improvement District, and their respective officials, officers, directors, employees, advisors, and agents, successors, and permitted assigns (collectively, the "AACIDs Indemnitees") harmless from any losses, liabilities, damages, demands, claims,

and costs (including, without limitation, reasonable legal fees and costs of investigation, litigation, settlement, judgment, interest, and penalties) arising from claims or actions by third parties based upon:

- (a) The breach of this Contract by Contractor;
- (b) any actual, alleged, threatened, or potential violation of any applicable laws, rules, or regulations by Contractor or Contractor's subcontractors, agents, or employees, to the extent such claim is solely based on the act or omission of Contractor, its subcontractors, the agents or employees of any of the foregoing, or any other person acting for, in the name of, at the direction or supervision of, or on behalf of Contractor;
- (c) death of or injury to the extent caused by the acts or omissions of Contractor, its subcontractors, the agents or employees of any of the foregoing, or any other person acting for, in the name of, at the direction or supervision of, or on behalf of Contractor; and
- (d) damage to, or loss or destruction of, any real or tangible personal property to the extent caused by the act or omission of Contractor, its subcontractors, the agents or employees of any of the foregoing, or any other person acting for, in the name of, at the direction or supervision of, or on behalf of Contractor.

With regard to claims made against AACIDs Indemnitees related to Professional Engineering Services provided under this contract, the Contractor's duty to defend shall be waived.

24. **LIMITATION OF LIABILITY.** THE MAXIMUM AGGREGATE LIABILITY OF AACIDs UNDER THIS CONTRACT IS LIMITED TO THE TOTAL OF ALL FEES ACTUALLY PAID TO CONTRACTOR DURING THE CONTRACT. NOTWITHSTANDING ANY PROVISION OF THIS CONTRACT TO THE CONTRARY, IN NO EVENT SHALL AACIDs OR THE CONTRACTOR BE LIABLE TO THE OTHER FOR ANY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION). NEITHER PARTY WILL BE LIABLE OR RESPONSIBLE TO THE OTHER PARTY 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 THE OTHER PARTY AS A RESULT OF:

- (a) A change in AACIDs' or Contractor's business resulting from such terrorist acts;
- (b) The enactment of laws responding to or concerning terrorist acts; or

- (c) Any other detrimental effect upon Contractor or its business resulting from such terrorist acts.

25. **CONTRACTOR REPRESENTATIONS AND WARRANTIES.** As of the Effective Date and continuing throughout the Term, Contractor represents and warrants to AACIDs that:

- (a) **Authority.** Contractor is duly incorporated or formed, validly existing, and is in good standing under the laws of the state in which it is incorporated or formed, and is in good standing in each other jurisdiction (including, without limitation, the State of Georgia) 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 Contract. Contractor has all necessary power and authority to enter into and perform its obligations under this Contract and within the State of Georgia, and the execution and delivery of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by all necessary actions on its part. This Contract constitutes a legal, valid, and binding obligation of Contractor, enforceable against it in accordance with its terms. No action, suit, or proceeding in which Contractor is a party that may restrain or question this Contract or the provision of Services by Contractor is pending or threatened.

Contractor acknowledges and agrees that the individual executing this Contract has all necessary power and authority to bind the Contractor under this Contract.

- (b) **Professional Standards & Workmanship.** The Services will be performed in a professional and workmanlike manner in accordance with the industry standards and professional standards typically provided in the same locality and under the same or similar circumstances. Unless otherwise specified in the Technical Specifications, all Services, equipment, goods, and supplies, and all parts and components thereof, delivered to AACIDs shall be new, free of damage or defects, and shall not be of such age or so deteriorated as to impair their usefulness or safety.
- (c) **Materials and Equipment.** Unless otherwise specified in this Contract, any and all equipment or materials provided or used by Contractor shall be new and free from damage and defects in material and workmanship. Further, Contractor shall maintain any equipment or materials provided or used by Contractor in good working order, in compliance with industry practices, all applicable laws, and the Specifications and Scope of Work.
- (d) **Intellectual Property Rights.** None of the processes or procedures utilized by Contractor to fulfill its obligations hereunder, nor any of the materials and methodologies used by Contractor in fulfilling its obligations hereunder, nor any

of the equipment, materials, or supplies shall infringe any third-party's intellectual property rights or privacy, publicity, or other rights.

- (i) Contractor shall indemnify and hold harmless the AACIDs Indemnitees from and against any and all claims, royalties, damages, losses, costs, and expenses of any kind, including, but not limited to, reasonable attorneys' fees, expert fees, court costs, and disbursements incurred by any of the AACIDs Indemnitees resulting from or claimed to result from: (a) any infringement or alleged infringement of any patent right of any third-party by Contractor or its subcontractors in the performance of the Services hereunder; (b) the infringement or alleged infringement of any patent rights of any third-party by AACIDs' use or operation of the Services performed hereunder following the completion thereof by Contractor (except those parts of the Services furnished according to a design supplied solely by AACIDs); or (c) the misappropriation of any confidential information, trade secrets, know-how, or secret processes of any third-party by Contractor or its subcontractors, the use of any misappropriated confidential information, trade secrets, know-how, or secret processes of any third-party by Contractor or its subcontractors in the performance of the Services, or use by AACIDs in the use or operation of the Services following completion thereof of any such misappropriated confidential information, trade secrets, know-how, or secret processes of any third-party (except those parts of the Services furnished according to a design supplied solely by AACIDs).
- (ii) In the event the Services or any portion thereof is held to be an infringement of a third-party patent right or a misappropriation of confidential information, trade secrets, know-how, or secret processes of any third-party, Contractor shall, at its own expense, and, at AACIDs' option, either procure for AACIDs the right to continue using the Work or such portion thereof, or replace or modify it so it is no longer an infringement or a misappropriation, or refund in full that portion of the Contract Price corresponding thereto; provided that any replacement shall be of at least equivalent quality and that any replacement or modification shall not negatively affect the performance attained prior thereto.

26. **AACIDS REPRESENTATIONS AND WARRANTIES.** As of the Effective Date and continuing throughout the Term, AACIDs represent and warrant to Contractor that:

- (a) **Authority.** Each AACID is duly formed and validly existing under the laws of the State of Georgia and has all necessary power and authority to enter into and perform its obligations under this Contract and within the State of Georgia, and the execution and delivery of this Contract and the consummation of the transactions contemplated by this Contract have been duly authorized by all necessary actions on its part. This Contract constitutes a legal, valid, and binding

obligation of each AACID, enforceable against it in accordance with its terms. No action, suit, or proceeding in which an AACID is a party that may restrain or question this Contract or the provision of Services by Contractor is pending or threatened. Each AACID acknowledges and agrees that the individual executing this Contract has all necessary power and authority to bind that AACID under this Contract.

- (b) Intellectual Property Rights. None of the intellectual property made available by AACIDs to Contractor, if any, shall infringe any third-party's intellectual property rights or privacy, publicity, or other rights.

27. **GEORGIA OPEN RECORDS ACT.** Information provided to AACIDs may be subject to disclosure under the Georgia Open Records Act, as amended from time to time. 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.]."

28. **ILLEGAL IMMIGRATION REFORM AND ENFORCEMENT ACT.** This Contract is subject to the Illegal Immigration Reform and Enforcement Act of 2011 (the "Act"). Pursuant to the Act, 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 Contractor's employees for the duration of this Contract. For the entire Term of this Contract, Contractor 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 Contractor's subcontractors and sub-subcontractors demonstrating their participation in the E-Verify Program for the duration of their contract with Contractor. Contractor shall further include the obligation to obtain affidavits demonstrating E-Verify participation in its subcontracts with all of Contractor's subcontractors and sub-subcontractors that perform all or part of the Services.

It is not the intent of this section to provide detailed information or legal advice concerning the Act. Contractor is responsible to independently appraise itself of and comply with the requirements of the Act and to assess its effect on AACIDs' 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>.

29. **EXCUSABLE DELAYS AND COST EVENTS.**

- (a) Excusable Delays. Except with respect to the defaults of subcontractors, any failure by the Contractor to perform the Contract in accordance with its terms, and any failure to make progress in the prosecution of the Services sufficient to ensure its timely and satisfactory performance, shall be excused, if the failure

arises out of causes that are both beyond the Contractor's control and without fault or negligence on the part of Contractor or anyone for whom Contractor is responsible. Such causes may include, but are not limited to, acts of God or of the public enemy, floods, fires, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, as well as any Cost Event, but in every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the failure of a subcontractor to perform or to make sufficient progress, and if such failure arises out of causes beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either of them, then the failure shall be excused unless (1) the supplies or services to be furnished by the subcontractor can be obtained from other sources without delay or increase in cost, (2) AACIDs shall have directed the Contractor in writing to obtain them from such other sources, and (3) the Contractor, without reasonable cause, shall have failed to do so.

If the Contractor wishes to be excused on the basis of any of the foregoing (an "Excusable Delay"), the Contractor shall submit a notice of the Excusable Delay within fifteen (15) days after the occurrence on which it is based, and a claim for relief within thirty (30) days after determining the effects of the Excusable Delay, and the Contract schedule or Project schedules will be adjusted commensurately with the effects of any Excusable Delays that are found to have occurred.

- (b) Cost Events. The occurrence of any of the following events or circumstances that, if implemented, would result in additional cost or expense to the Contractor shall constitute a "Cost Event" so long as the event is beyond the control and without the fault or negligence of the Contractor: (i) a change in law or regulation or the issuance of a court or governmental order applicable to the Project or the Services; (ii) discovery of natural or manmade subsurface or latent physical conditions (including utilities), hazardous materials, or archaeological, paleontological or cultural resources, whether discovered during investigation of the site or during construction, that, in any case, (1) were not known to the Contractor as of the Final Proposal Deadline or (2) are unusual and differ materially from conditions ordinarily encountered and generally recognized as inhering in work of the character called for by the Contract documents; (iii) any Change Order or directive by AACIDs that result in a change in the scope or schedule of Services; or (iv) any material default or breach by AACIDs of its obligations under this Contract, or any delay, disruption, or interference with the performance or progress of the Services or the work of this Contract by AACIDs.

The Contractor shall submit a notice of the Cost Event within seven (7) days after the occurrence on which it is based, and a claim for relief within thirty (30) days after determining the effects of the Cost Event. AACIDs and the Contractor will agree upon

one of the following approaches to handling the financial implications of the Cost Event:

1. AACIDs and the Contractor agree upon changes to the scope of Services included in the Contract resulting in offsetting reductions in costs for the Services such that total payments from AACIDs to the Contractor under this Contract will not exceed Ten Million Dollars (\$10,000,000);
2. AACIDs and / or the Contractor will secure additional funding; or
3. The Contractor accepts the additional costs as part of Contractor's Excess Investment.

(c) Claim Process. A timely and complete claim for such relief pursuant to subsection (a) and/or (b) immediately above, as applicable, shall be a condition precedent to the Contractor's right to any relief based thereon. AACIDs and the Contractor shall memorialize any relief, schedule adjustment, scope adjustment, and/or compensation through a Change Order. As used in this Contract, the terms "subcontractor" and "subcontractors" include those at any tier. Either Party may terminate this Contract for an Excusable Delay lasting longer than one-hundred and eighty (180) days.

(d) Duty to Mitigate. The Contractor shall use reasonable efforts to mitigate the delay and any other consequences of any Excusable Delay or Cost Event. If the Contractor fails to comply with its obligations under Section [27.d], the Contractor will not be entitled to time or cost relief under this Section [27].

30. **CHANGE ORDERS.** The Contract may be amended or supplemented by a change order signed by both Parties (a "Change Order"). If an amendment or supplement to the Contract documents includes a change in the Contract Price or the Contract times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract documents that do not affect the Contract Price or Contract times. Whenever a proposed Change Order would increase the Contract Price in excess of funds available to AACIDs, AACIDs shall use its good faith efforts to pursue additional funding to support that change, and neither Party shall be obligated to agree to the Change Order until such funding has been secured. Contractor shall not perform any changed work without an executed Change Order, and Contractor shall not be entitled to an extension of the Contract times or increase in costs incurred in performing such work without an executed Change Order.

31. **SUSPENSION OF WORK DURING ALERTS ISSUED UNDER THE NATIONAL TERRORISM ADVISORY SERVICE.** When the Secretary of Homeland Security announces an alert under the National Terrorism Advisory Service ("NTAS"), whether such alert is issued publicly or otherwise, AACIDs shall have the right to suspend or delay completion of Services under this Contract and take additional action as AACIDs deems necessary to secure AACIDs' facilities as follows:

- (a) Elevated Threat Alert: AACIDs shall have the right to delay or suspend Services being performed on AACIDs' property, as determined in its sole discretion, monitor all work areas and personnel and equipment entering work areas until such alert expires. In addition, AACIDs may suspend or delay the completion of any outstanding work, in its sole discretion, until further notice.
- (b) Imminent Threat Alert: AACIDs shall have the right to suspend all Services, as determined in its sole discretion, and to restrict or deny access to work areas until such alert expires. In addition, AACIDs may suspend or delay the completion of any outstanding work, in its sole discretion, until further notice.

AACIDs shall provide notice to the Contractor, as soon as is practicable, of the receipt of a NTAS Alert and the effect such alert will have upon the Services of the Contractor. To facilitate the provision of such notice, the Contractor is required to provide AACIDs with emergency contact information in the form of cell phone numbers, facsimile numbers, and e-mail addresses to which such notices may be forwarded, and to keep said numbers current. Notice or attempted notice given to the most recent points of contact shall be deemed to be sufficient notice to the Contractor that Services shall be delayed or suspended in accordance with this Section. Any delay or suspension of Services required under this Section shall not entitle the Contractor to any claims for additional compensation under this Contract.

Should the FTA or the Secretary of Homeland Security adopt a different method of identifying threats to homeland security, or if the FTA or the Secretary of Homeland Security adopt rules binding upon the AACIDs for the suspension of Services which differ from those set forth herein, this Contract shall be modified by written agreement of the Parties to reflect such changes.

32. **INTELLECTUAL PROPERTY.**

- (a) Work Product. "Work Product" means all work developed by the Contractor or its subcontractors or suppliers for the Project, other than Proprietary Intellectual Property. In consideration of the Contractor's investment in the Project, the Contractor shall own all Work Product and all rights and interests therein. The Contractor grants, and shall cause its subcontractors and suppliers to grant (as applicable), to AACIDs a fully paid-up, sub-licensable, non-exclusive, non-transferrable, worldwide license to use Work Product solely for the purpose of operating and maintaining the ATN system.
- (b) Proprietary Intellectual Property. "Proprietary Intellectual Property" means any intellectual property of the Contractor or its subcontractors or supplies that existed prior to the Services or that was or is developed independent of the Services, including any customization or modification of the same for the Services.

Any intellectual property provided by the Contractor's primary technology supplier shall be considered Proprietary Intellectual Property. The Contractor and its subcontractors and suppliers shall retain all ownership and other rights and interests in their respective Proprietary Intellectual Property. To the extent that any Proprietary Intellectual Property is used to develop any Work Product or is needed to provide the Services, the Contractor shall grant, and shall cause its subcontractors and suppliers to grant (as applicable), to AACIDs a fully paid-up, sub-licensable, non-exclusive, non-transferable, worldwide license to use such Proprietary Intellectual Property during the Term of this Contract solely for the purpose of operating the ATN system.

33. **GENERAL.**

- (a) **Notices.** Any notices required or permitted by this Contract shall be in writing and sent to the respective Party at the address on page one (1) of this Contract, and if to AACIDs, a copy to the AACIDs Authorized Representative, and shall be deemed delivered: (a) when delivered by hand or courier or by overnight delivery with signature receipt required; (b) when sent by email 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.
- (b) **Waiver.** Any waiver by either Party or failure to enforce their rights under this Contract 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 Contract, and this Contract 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 Contract will be binding on either Party unless executed in writing by the Parties' authorized representatives.
- (c) **Assignment.** Neither this Contract, nor any rights or obligations under it, may be assigned, encumbered, licensed, or subcontracted in any manner by Contractor without the prior written consent of AACIDs, and any attempt to do so without such written consent shall be void *ab initio*. AACIDs' Executive Director (or his/her designee) may grant or deny consent to assign, subcontract, license, or encumber this Contract or the Services in its sole discretion.
- (d) **Severability.** In the event that any provision of this Contract is declared invalid, unenforceable, or unlawful, such provision shall be deemed omitted and the remainder of this Contract shall not be affected and shall continue to be enforceable to the greatest extent under applicable law. Any provision of this Contract which contemplates performance or observance subsequent to any

termination or expiration of this Contract or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this Contract.

- (e) Independent Contractor. Contractor is an independent contractor of AACIDs and nothing in this Contract shall be deemed to constitute Contractor and AACIDs 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.
- (f) Entire Contract. This Contract and any exhibits or addenda attached hereto or referenced herein shall comprise 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 Contract 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 CONTRACTOR MAY NOT UNILATERALLY AMEND OR MODIFY THIS CONTRACT BY INCLUDING PROVISIONS IN ANY BUSINESS FORMS, WHICH SHALL BE DEEMED OBJECTED TO BY AACIDs AND OF NO FORCE OR EFFECT. No presumption of any applicable law relating to the interpretation of contracts against the drafter shall apply to this Contract.
- (g) Gender, Exhibits and Attachments, and Time. Words of any gender used in this Contract 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. All exhibits, appendices, attachments, riders, and addenda referred to in this Contract are incorporated into this Contract and made a part hereof for all intents and purposes. Time is of the essence with regard to each provision of this Contract. If Contractor is other than a natural person, Contractor shall deliver to AACIDs such legal documentation as AACIDs may request to evidence the authority of those signing this Contract to bind Contractor.
- (h) Drug-Free Workplace Policy. The Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988 (the "Drug-Free Workplace Act of 1988"), the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the location of the proposed ATN ("Work Site") or in the performance of any of the Services. The Federal government published 49 CFR Part 32, "The Drug-Free Workplace Act of 1988", which required the establishment of drug-free workplace policies and the reporting of certain drug-related offenses to the FTA. AACIDs maintains compliance with the Drug-Free Workplace Act of 1988 and all personnel conducting business on the Work Site are subject to AACIDs' drug-free workplace policy guidelines.

- (i) Identification of Personnel Security. The Contractor acknowledges and agrees that AACIDs may at any time require the Contractor to provide (at Contractor's sole expense) personnel who enter upon the Work Site with distinctive identification badges showing the employer's name, employee's name, employee's photograph, employee's job title, and any employee identification number assigned to such employee by Contractor. All of Contractor's personnel shall display these badges prominently upon their persons while on the Work Site. AACIDs will only allow properly certified personnel of the Contractor on the Work Site. AACIDs shall have the right to require Contractor to conduct background checks on the Contractor's employees and to remove from Work Site any employee AACIDs considers incompetent, careless, or who constitutes a security risk or safety hazard. The Contractor's personnel must have all appropriate documentation, as determined by AACIDs project manager, on their person to gain access to the Work Site. AACIDs will advise the Consultant in writing of the necessary documentation and identification required to gain access to the Work Site, based upon the Federal Department of Homeland Security threat level in effect from time to time, and subject to any additional security requirements mandated by the Federal Department of Homeland Security, the FTA, or any other federal or state agency.
- (j) Usufruct. To the extent AACIDs granted Contractor the right to use any real property for the Services, all of Contractor's rights hereunder constitute a usufruct, which is not subject to levy or sale. No estate shall pass to Contractor.
- (k) Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Georgia without regard to its choice of law principles. The Parties hereby submit and consent to the exclusive jurisdiction of the Superior 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 Contract 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.
- (l) Force Majeure. Neither Party shall be deemed to be in breach of this Contract by reason of a failure to perform any of its obligations hereunder to the extent that such failure is caused by strike or labor troubles not directed at Contractor or its subcontractors, unavailability of materials or utilities, riots, rebellion, terrorist attack, insurrection, invasion, war, action, epidemic, quarantine restriction, or interference of governmental authorities (other than AACIDs), acts of God, or any other cause whether similar or dissimilar to the foregoing which is reasonably beyond the control of the Parties (collectively "Force Majeure Event"). If either Party claims the occurrence of a Force Majeure Event, such Party must promptly give notice to the other of the existence of such Force Majeure Event, the nature and extent thereof, the obligation hereunder affected thereby and the actions to be taken to abate or terminate such event. In no event shall the failure to pay any

amount (or have the ability to pay any amount) be deemed a Force Majeure Event under this Contract.

- (m) Use of AACIDs' Name. The Contractor shall not refer to the Airport West Community Improvement District, Airport South Community Improvement District, or the ATL Airport Community Improvement Districts for purposes of advertising or public relations without AACIDs' prior written consent, which may be granted or withheld in AACIDs' sole discretion. Any such reference or use shall be strictly factual, and shall not in any way imply that AACIDs endorses Contractor or the services Contractor provides.
 - (n) Compliance with Federal, State, and Local Laws and Regulations. In the performance of the Services, the Contractor agrees that, at no additional cost to AACIDs, it will comply with all laws, statutes, ordinances, rules, and regulations of any government whether national, state, or local, and of any agency of such government (including, without limitation, AACIDs) which relates to or in any manner affects the performance of the Services.
32. **EXECUTION OF CONTRACT.** This Contract will not become binding on AACIDs and AACIDs will incur no liability under it until it has been duly executed by Contractor, returned to AACIDs with all required submittals, including insurance and bonding, executed by AACIDs' authorized signatory, and delivered to Contractor.
33. **SURVIVAL.** Sections 8, 9, 11, 16, 18, 21, 22, 30, and 31 of this Contract, and any others which contain continuing obligations, shall survive its expiration or termination.

[Signature Page Follows]

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties, by and through their authorized representatives, have executed this Contract as of the Effective Date.

AIRPORT WEST COMMUNITY IMPROVEMENT DISTRICT

Print Name: _____

Title: _____

AIRPORT SOUTH COMMUNITY IMPROVEMENT DISTRICT

Print Name: _____

Title: _____

CONTRACTOR:

_____,

a _____

Print Name: _____

Title: _____

EXHIBIT A: SPECIFICATIONS AND SCOPE OF WORK

1 BACKGROUND

The ATL Airport Community Improvement Districts (“AACIDs”) would like to implement a demonstration pilot Automated Transit Network (“ATN”) system (the “Project”) potentially connecting the Skytrain at Georgia International Convention Center (“GICC”) and the Gateway Center Arena. (See Attachment A—Map Potential Alignments and Station Areas). This would be the initial deployment of the ATN system that helps to demonstrate the capabilities of ATN systems which could potentially be expanded to the south metro region of Atlanta including the Corporate Crescent around the Hartsfield-Jackson Atlanta International Airport.

An ATN (also known as a Podcar system) is defined by the American Society of Civil Engineers (“ASCE”) Automated People Mover (“APM”) Standards ANSI/ASCE/T&DI 21-21 as a subset of APM (guideway-based driverless transit) that has all stations offline, switching that requires no track-based moving parts and train capacity less than twenty-five (25) passengers. Personal Rapid Transit (“PRT”) is an ATN system of small (four (4) to six (6) passenger), lightweight, computer-controlled (driverless) vehicles operated on or suspended below an elevated guideway. Vehicles wait at stations for passengers to arrive. There are no scheduled routes; passengers specify their destination. Stations are off the main line, so travel is non-stop. The concept is similar to an exclusive horizontal elevator with seats.

2 PROJECT GOALS & OBJECTIVES

2.1 The goal of the Project is to develop and implement an ATN within and immediately outside of the GICC that:

- 1) demonstrates the feasibility and networkability of this technology;
- 2) provides a fixed transit connection between the Skytrain at GICC and the Arena; and
- 3) creates the technological, design, economic and policy framework that will facilitate the future expansion of the ATN system as well as construction of similar projects elsewhere in the south metro.

AACIDs desires to have Contractor construct the Project by providing the Services, which include the following products: Computer based vehicle Control, Ticketing/Ride Request System, Vehicles, Fleet Management System, Access Points, Exclusive Guideway, and a Maintenance and Storage Facility.

2.2 To achieve this multi-prong goal, AACIDs will form an ATN Development Team, which the Contractor will be a participating member. The ATN Development

Team will work together to develop and implement an ATN meet the following objectives:

- 2.2.1 Identify the ATN system performance and safety and security requirements that will meet the Georgia Department of Transportation's ("GDOT") and AACIDs' short and long-term objectives.
- 2.2.2 Select route(s) and locate stations that demonstrate the feasibility of the technology, maximize benefit to users, and result in an ATN system that can be built within budget and operated with existing funds.
- 2.2.3 Design an ATN system that is context-sensitive, aesthetically pleasing, conveys information clearly to users, is easy to use and is embraced by the public.
- 2.2.4 Ensure that policymakers, key stakeholders, and members of the public are kept informed on the progress of the Project, their input is solicited, and their questions and concerns are addressed.
- 2.2.5 Identify and ensure that all environmental documents required are prepared, and processes are followed based on the National Environmental Policy Act ("NEPA").
- 2.2.6 Ensure that any technological gaps are identified and resolved and there is adequate testing and oversight to ensure successful outcome of the Project.
- 2.2.7 Ensure that the ATN system is built in the most energy-efficient manner possible and all practical means of capturing and utilizing renewable energy to power the ATN system are fully pursued.
- 2.2.8 Evaluate options for partnering with the private sector to finance, build, operate, and maintain future extensions to the ATN system.

3 OVERVIEW OF SCOPE OF WORK AND DELIVERABLES FOR PROPONENT

This Section contains general tasks and deliverables that the AACIDs has determined will be required from the Proponent for each Phase of the Project. The Proponent shall provide a more comprehensive and detailed scope of work in a Design-Build-Operate-Maintain (DBOM) delivery method of the Project, at no additional cost to AACIDs. The scope of work and Services shall include any and all additional tasks, deliverables, and milestones that the Proponent intends to undertake for each Phase of the Project to accomplish the goals, objectives, and requirements of the RFP and for successful completion of the Project. Each of the Phases may overlap with each other. AACIDs encourages creative and innovative technical solutions to optimize all aspects of the delivery of the Project. The Proponent shall provide a narrative describing the overall

management approach, including the Planning, Design, Construction, Operation, and Maintenance of the Project. The Proponent may include construction phasing, staging plan, Operational Readiness deadline, baseline schedule narrative, critical path activities, and total floats values for all activities.

3.1 Phase I (Preliminary Design):

The principal objective of Phase I is to develop the ATN system performance and safety specifications for the ATN system. These requirements, coupled with information as shown on Attachment A for potential alignments and station area which include preferred routes, station locations, and projected ridership, will form the core of the Project. Among other things, in Phase I the Proponent shall fully evaluate how the ATN system could be constructed to maximize its energy efficiency and potentially be powered in whole or part by renewable energy.

Some key deliverables, milestones, and tasks for the Proponent during this phase shall include but not be limited to:

3.1.1 Developing a system engineering plan to help guide the ATN system development that specifies, among other things, required activities, milestones, decision points, and deliverables, as well as a schedule of periodic reviews.

3.1.2 Delineating the ATN system technical performance requirements (including the capacity to meet varying passenger demand load), applicable standards and specifications, critical physical interfaces, and design constraints (existing physical conditions, technical limitations, and key stakeholder objectives/concerns) of the preferred approach.

3.1.3 Defining system requirements (including a complete set of contributing infrastructure, hardware, software, communication, and human element).

3.1.4 Developing the ATN system conceptual architecture and configurations for the preferred alignment as shown in Attachment A consistent with the Project requirements, including safety, routing, and control systems. Prepare architectural and engineering elevations and perspectives of the Project facilities components.

3.1.5 Quantifying preliminary energy requirements of ATN systems, identifying potential for renewable energy generation, and calculating carbon emissions reductions achievable through renewable energy and ridership mode shifts. The environmental and energy efficiency of the system and NEPA requirements.

3.1.6 Developing a schedule of reoccurring project meetings with AACIDs and other key ATN team members, including minutes of meetings, decisions, and action items.

3.1.7. Conduct field survey and subsurface utility engineering (SUE)-A

topographic and boundary survey of the Project site to develop a detailed base map of existing conditions for the Project site for the advanced conceptual, preliminary, and final design phases.

3.1.8. Prepare a Project cost estimate in current year dollars including annual operating and maintenance costs.

3.2 Phase II (Final Design):

The principal objectives of Phase II are to develop a detailed design that the Proponent can build the Project, identify any technological or supply-base gaps or shortfalls and means to bridge the same, and to complete final design of the Project.

Some of the likely design deliverables, milestones, and tasks for the Proponent during this phase include:

3.2.1 Guideway design-seismic stability and design codes, Guideway Sunshade, and Guideway Layout.

3.2.2 Stations design and configurations that are intended to eliminate the blocking nature of linear queuing stations, station concourse design, the boarding zones which may include ramps, boarding bays, integrated canopy roof, perimeter fencing, concrete pad connecting to adjacent walkways, kiosks, lighting, and boarding zone signage.

3.2.3 Computer Based Vehicle Control and Control communication integrity.

3.2.4 Vehicle design and performance-including batteries, cabin heating, ventilation, and air conditioning (HVAC), and vehicle insulation thickness. The vehicles shall be autonomously operated and taking passengers non-stop from the station at which they boarded to the destination. They will be aesthetic and attractive design with the surrounding environment as well as the boarding zone.

3.2.5 Maintenance and Storage Facility.

3.2.6 Ticketing/Ride Request System.

3.2.7 Obtaining approval from a number of agencies at multiple levels of government including permitting and other required obligations.

3.2.8 Providing engineering and laboratory support for anomaly resolution and risk mitigation activities.

3.2.9. Conduct geotechnical engineering and subsurface evaluation for the subsurface soil conditions associated with the proposed Project facilities, summarizes the findings, and recommend cost-effective foundation options for the structures.

3.2.10 Provide submittal package that should represent a complete set of

construction documents for the Project and include all detailed design sufficient to describe the construction and fabrication of all parts of the Project and quantities.

3.3 Phase III (Operational Readiness):

The principal objective of Phase III is construction of the Project that meets the AACIDs' goals and objectives for the ATN system. The final ATN system components shall include key deliverables, milestones, and tasks for the Proponent, including:

3.3.1 Construction of Track Infrastructure which includes guideway, stations, maintenance and storage facility, electrical charging infrastructure, controlling unit, and implementing ticketing/ride request system. Providing vehicles, battery packs, and other accessories.

3.3.2 Obtaining Safety and Security Certification for public transit operation from a broad range of authorities, including GDOT.

3.3.3 Provide any technological or supply-base gaps or shortfalls and, if appropriate, oversee any technological development deemed necessary to close that gap or shortfall.

3.3.4 Providing technical, management, and cost oversight support throughout the development, integration, and test phases.

3.3.5 Providing engineering and laboratory support for anomaly resolution and risk mitigation activities.

3.3.6 Evaluating ATN system performance and design, including major findings, best practices, recommendations for ATN system expansion, integration of next generation ATN systems, and refinements to specifications.

3.3.7 Providing interim reports on test findings, milestones achieved, issues identified, as well as potential strategies to resolve those issues.

3.3.8 The Proponent will procure inspection and material testing services from firms on State contract to provide tests and inspections during each stage of the construction.

3.3.9 The Proponent shall provide a brief construction staging and traffic management-focused narrative addressing the approach to accommodate and minimize impacts to traffic during construction.

3.3.10. Addressing potential negative impacts to the community during construction, which include noise & vibration, dust & dirt, parking logistic challenges, road closure & increased traffic, pedestrian obstruction, and security.

3.4 Phase IV (Operational Completion):

The objective of Phase IV is to keep operating and maintain the ATN system after construction and testing are completed. This phase includes the day-to-day activities required to maintain the ATN system to the maximum extent possible for the benefit of the ATN users. The operation and maintenance period will span 2 years during which the Proponent is responsible for the safe and smooth operation of the Project. At the end of the agreed maintenance and operation period, the Contract may be renewed or the responsibility for operation and maintenance may revert to AACIDs. The Proponent will submit in its Proposal a plan for operating and maintaining the ATN system for the specified period of time. The plan will include a combination of general maintenance, management, training, budgeting, and business processes that are used collectively for the proposed functioning of the ATN system.

Some key deliverables, milestones, and tasks for the Proponent during this phase include:

- 3.4.1. Vehicles, infrastructure, and control center;
- 3.4.2. Vehicles and battery lifecycle replacement, maintenance labor, cleaning/inspection labor, tire replacement, electricity/energy;
- 3.4.3. Structural maintenance, emergency service labor, landscape maintenance and electricity/energy; and
- 3.4.4. Maintenance-IT replacement, personnel labor, HR overhead, administrative costs, and electricity/energy.

3.5 Phase V (Project Closure):

This Phase would include final information about the project deliverables, scope, milestones, budget, and lessons learned. A project closure report will be required to summarize the project results. This report will include the accomplishments, lessons learned, and recommendations for improving upon future projects. A Project closure checklist should include:

- 3.5.1 A brief overview of the project requirements, including the project scope, objectives, and goals
- 3.5.2 A description of what accomplished during the project
- 3.5.3 Lessons learned and AACIDs feedback
- 3.5.4 Recommendations for future projects
- 3.5.5 Proof that the contractor fulfilled all deliverables and objectives
- 3.5.6 A performance review for all sections of the project
- 3.5.7 Confirmation of transfers of any resources/items
- 3.5.8 Payment details, including any outstanding fees to/from suppliers or vendors
- 3.5.9 A folder(s) containing all project documents and communications
- 3.5.10 And other requirements requested by AACIDs.

4 TECHNICAL AND OPERATIONAL STANDARDS

[__ Upon selection of the preferred Proponent, the contents of the completed Attachment D will be incorporated here. __]

EXHIBIT C: PAYMENT TERMS

AACIDs shall pay Contractor the Contract Price in accordance with the terms set forth in Section 5 of the Contract and this Exhibit C. The Contract Price is inclusive of all of Contractor's costs and expenses related to the design, construction, delivery, installation, implementation, maintenance, and repair/replacement of the equipment and additional services provided in accordance with the terms of the Contract. Notwithstanding anything to the contrary contained in this Contract, Contractor acknowledges and agrees that it will not be paid more than, and in no event shall the Contract Price exceed, Ten Million Dollars (\$10,000,000) in the aggregate for the Services.

AACIDs shall pay Contractor the following Payment Amounts:

Phase	Total Payment Amount	Timing/Frequency
Phase 0: Mobilization	\$250,000	Within two weeks of Contract Execution
Phase I: Preliminary Design	[\$_____]	Within two weeks of Phase I Completion
Phase II: Final Design	[\$_____]	Within two weeks of Phase II Completion
Phase III: Operational Readiness	[\$_____]	Monthly
Phase IV: Operational Completion	[\$_____]	Monthly
Phase V: Project Closure	\$500,000	Within two weeks of Phase V Completion

[____] The Payment Amounts in the table above will be completed upon execution of the Contract using the values included in the preferred bidder's Cost Proposal (Attachment C). Payment Amounts will be determined by calculating, for each Phase I-IV, the percentage of the total costs submitted in the Cost Proposal for Phases I-IV and multiplying that percentage by Nine Million and Two Hundred and Fifty Thousand Dollars (\$9,250,000). Two Hundred and Fifty Thousand Dollars (\$250,000) will be reserved for Phase 0 (Mobilization) and Five Hundred Thousand Dollars (\$500,000) will be reserved for Phase V (Project Closure).____]

Indicative Contractor's Excess Investment Cap amount: [\$_____]

The Total Payment Amounts for Phases III through V are based on indicative pricing. The Payment Amounts for those Phases will be adjusted on a pro-rata basis by the amounts included in the Committed Price Proposal if accepted by AACIDs and when the NTP is issued. The indicative Contractor's Excess Investment Cap amount will also be finalized when the NTP is issued.

Contractor shall submit all invoices to AACIDs. In the event AACIDs fails to make payment to Contractor of undisputed amounts within [60] days after the invoice was received by AACIDs, any such payment due shall incur interest at the rate of [1.5% per month from the [61st] day after the

invoice was received until the invoiced amount is paid]. Further, in the event AACIDs fails to make payment to Contractor for undisputed amounts, and such payment remains outstanding for [120] days after the invoice was received by AACIDs, Contractor shall have the right to terminate the Contract.

EXHIBIT D: ADDITIONAL INSURANCE AND BONDING REQUIREMENTS

Insurance. Throughout the Term, Contractor shall obtain and maintain the following insurance coverage written with companies with an A.M. Best's A-VII or better rating and an S&P A or better rating.

(a) Commercial General Liability insurance, written on an occurrence basis, with limits not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) general aggregate (on a per location basis), Two Million Dollars (\$2,000,000) products/completed operations aggregate, One Million Dollars (\$1,000,000) personal and advertising injury liability, and Fifty Thousand Dollars (\$50,000) fire damage legal liability. The insurance shall be written on a current ISO occurrence form (or a substitute form providing equivalent or broader coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, advertising injury and liability assumed under an insured contract.

(b) Workers' Compensation insurance as required by the applicable state law, and Employer's Liability insurance with limits not less than One Million Dollars (\$1,000,000) each accident, One Million Dollars (\$1,000,000) disease policy limit, and One Million Dollars (\$1,000,000) disease each employee.

(c) Commercial Auto Liability insurance (if applicable) covering automobiles owned, non-owned, hired or used by Contractor in carrying on its business with limits not less than One Million Dollars (\$1,000,000) combined single limit each accident.

(d) Umbrella/Excess Liability insurance on a follow form basis in excess of the Commercial General Liability, Employer's Liability and Commercial Auto Liability policies with limits not less than Ten Million Dollars (\$10,000,000) per occurrence and Ten Million Dollars (\$10,000,000) annual aggregate.

(e) Professional Liability insurance with limits not less than One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate.

All insurance required to be carried by Contractor may be carried under blanket policies of insurance. The Airport West Community Improvement District, Airport South Community Improvement District, MARTA, Fulton County, Clayton County, City of College Park, GDOT, US DOT, FTA, and Georgia International Convention Center shall be endorsed on each policy as "Additional Insureds" as it pertains to the Commercial General Liability, Umbrella/Excess Liability, and Auto Liability policies, and said coverage shall be primary and noncontributory to any insurance carried by Additional Insureds. All insurance shall: (1) remain in full force and effect notwithstanding that the insured may have waived its right of action against any party prior to the occurrence of a loss. Contractor hereby waives its right of action and recovery against and releases Additional Insureds and their affiliates, shareholders, partners, directors, officials, officers, employees, agents and representatives from any and all liabilities, claims and losses for

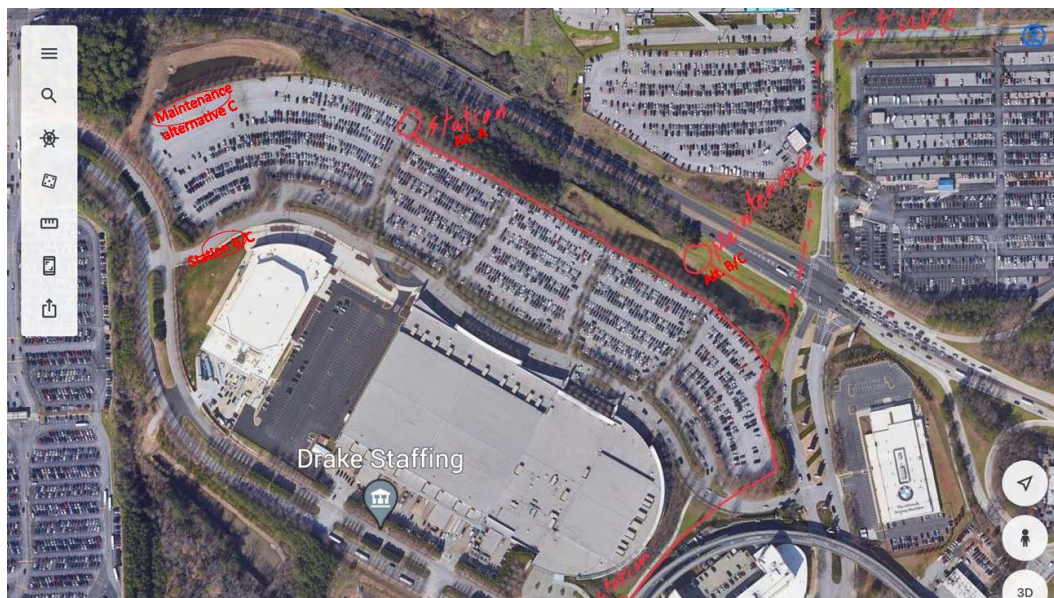
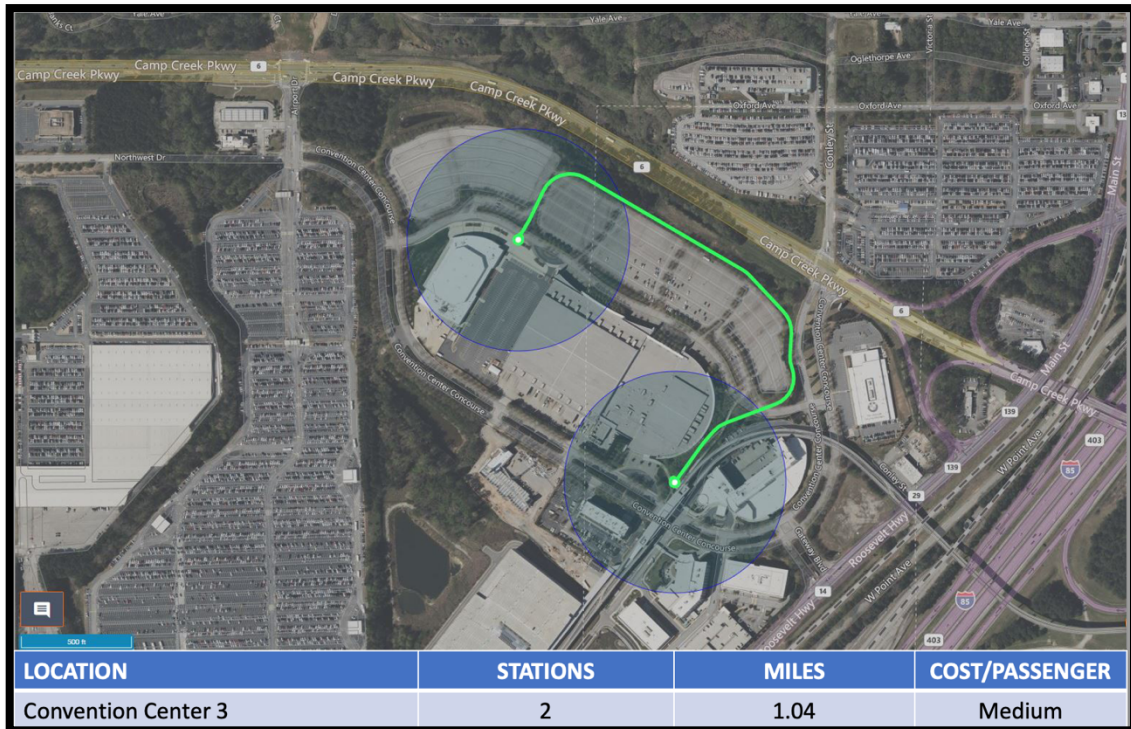
which they may otherwise be liable; (2) provide that the insurer thereunder waives all right of recovery by way of subrogation against Additional Insureds and their representatives in connection with any loss or damage covered by such policy, and Contractor shall provide evidence of such waiver; and (3) be acceptable in form and content to AACIDs. Contractor shall cause its insurance carrier to provide AACIDs with 30 days' advance notice (10 days for non-payment of premium) of any cancellation, failure to renew, reduction in amount of insurance or change in Contractor's insurance coverage if it is reasonable and customary for a commercial insured in Atlanta, Georgia to obtain such an undertaking from its insurance carrier. In the event Contractor's insurance carrier will not agree to provide AACIDs advance notice as aforesaid, then Contractor shall give AACIDs notice of cancellation, failure to renew, reduction of amount of insurance, or change of Contractor's insurance coverage no later than two (2) business days after Contractor learns of such cancellation, failure to renew, reduction of amount of insurance, or change of coverage. No Commercial General Liability policy shall contain a deductible or self-insured retention greater than Fifty Thousand Dollars (\$50,000) except as otherwise approved in writing by AACIDs. Contractor shall deliver an ACORD 25 certificate or its equivalent and, upon request, copies of all required insurance policies, including endorsements and declarations, to AACIDs on or before the date Proponent commences Services and at least annually thereafter during the Term. Contractor acknowledges that Additional Insureds are not required to carry insurance on, and shall not be responsible for damage to, Contractor's property or the property of passengers in the ATN and that Additional Insureds are not required to carry insurance against, or be responsible for any loss suffered by Contractor due to, interruption of Contractor's business.

Performance Bond and Payment Bond. As a condition to the issuance of the NTP and the commencement of construction work, the Contractor, as Principal, and a surety company listed in the Federal Register and licensed to write surety insurance in the State of Georgia, as surety, shall give a Contract Performance Bond and a Payment Bond, each in the amount equal to the Total Payment Amount for Phases III – V in Exhibit C ("Payment Terms") for the use of all persons doing construction work or furnishing construction skills, tools, machinery, or materials under or for the purpose of this Contract, in accordance with the provisions of the law of the State of Georgia including, but not limited to, O.C.G.A. § 13-10-1 and § 36-91-21 et seq. The life of these bonds shall extend through completion of Phase V. It is further agreed between the Parties hereto that if at any time after the execution of this Contract and the surety bonds for its faithful performance, the AACIDs shall deem the surety or sureties upon such bonds to be unsatisfactory, or if, for any reason, such bonds cease to be adequate to cover the performance of the construction work included as part of the Services, the Contractor shall, at its expense within ten (10) days after the receipt of notice from the AACIDs to do so, furnish additional bond or bonds in such form and amount and with such surety or sureties as shall be satisfactory to the AACIDs.

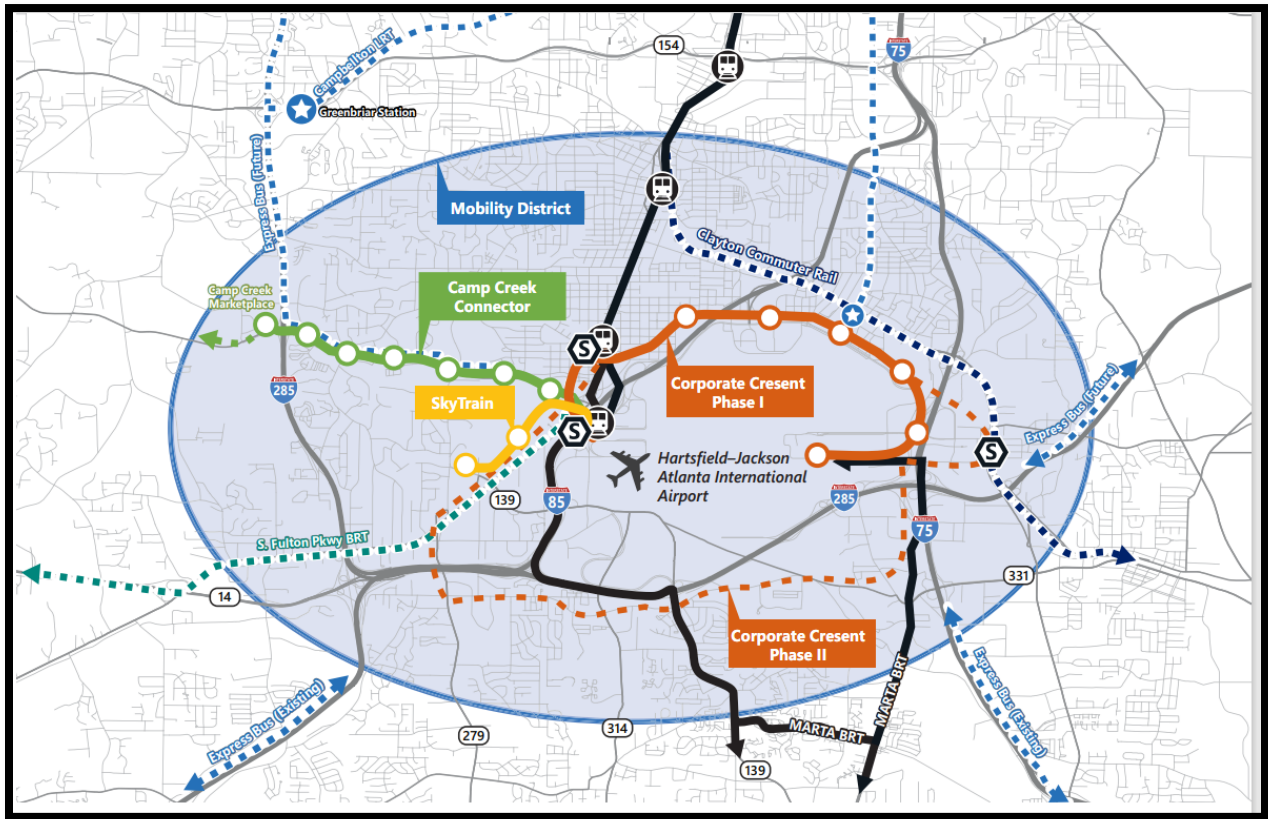
ATTACHMENT A

MAP OF ALIGNMENT AND STATION AREAS

The ATN alignment shall be in substantially the form illustrated below in the diagram and sketch provided by the GICC Property Owner.



ATTACHMENT B
MAP OF CORPORATE CRESCENT PHASE I AND II



ATTACHMENT C

COST PROPOSAL

Proponent shall fully and completely complete and submit this form by providing costs for all proposed tasks for the five Phases of the Project: Phase I (Preliminary Design/Development), Phase II (Final Design/System Development), Phase III (Construction, Integration & Testing), Phase IV (Operation and Maintenance and Phase) and Phase V (Project Closure).

Proponent may expand this form to provide more detail for each proposed task. However, the Cost Proposal submitted by the PROPOSER shall not be more than five (5) pages.

Submit one (1) copy of this attachment as a separate electronic submittal titled “RFP 2023-0003– Cost Form.”

Phase I (Preliminary Design):

TASKS	COST
Task 1	\$
Task 2	\$
Task 3	\$
Task 4	\$
Task 5	\$
Task 6	\$
Task 7	\$
Task 8	\$
Task 9	\$
Task 10	\$
Task 11	\$
Task 12	\$
Task 13	\$
Task 14	\$
Task 15	\$

Total Cost for Phase I	\$
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Phase II (Final Design):

TASKS	COST
Task 1	\$
Task 2	\$
Task 3	\$
Task 4	\$
Task 5	\$
Task 6	\$

Task 7	\$
Task 8	\$
Task 9	\$
Task 10	\$
Task 11	\$
Task 12	\$
Task 13	\$
Task 14	\$
Task 15	\$

Total Cost for Phase II	\$
--------------------------------	----

Phase III (Operational Readiness):

TASKS	COST
Task 1	\$
Task 2	\$
Task 3	\$
Task 4	\$
Task 5	\$
Task 6	\$
Task 7	\$
Task 8	\$
Task 9	\$
Task 10	\$
Task 11	\$
Task 12	\$
Task 13	\$
Task 14	\$
Task 15	\$

Total Cost for Phase III	\$
---------------------------------	----

Phase IV (Operational Completion):

TASKS	COST
Task 1	\$
Task 2	\$
Task 3	\$
Task 4	\$
Task 5	\$
Task 6	\$
Task 7	\$
Task 8	\$
Task 9	\$

Task 10	\$
Task 11	\$
Task 12	\$
Task 13	\$
Task 14	\$
Task 15	\$

Total Cost for Phase IV	\$
--------------------------------	----

Phase V (Project Closure):

TASKS	COST
Task 1	\$
Task 2	\$
Task 3	\$
Task 4	\$
Task 5	\$
Task 6	\$
Task 7	\$
Task 8	\$
Task 9	\$
Task 10	\$
Task 11	\$
Task 12	\$
Task 13	\$
Task 14	\$
Task 15	\$

Total Cost for Phase V	\$
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Total Cost All Phases (I, II, III, IV and V)	\$
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NOTE: Pricing must be for total cost of each Phase for which you propose to complete the Project.

PROPOSER's Firm _____

PROPOSER's Signature: _____

Print Name: _____

Date: _____

ATTACHMENT D

TECHNICAL AND OPERATIONAL STANDARDS

Proponent shall fully complete and submit this form by providing the requested technical and operational details of the proposed solution and services. If the requested technical and operational details cannot be submitted, a reason why it cannot be submitted and a plan for further developing this component of the solution needs to be provided. Upon selection of the preferred Proponent, the contents of this completed Attachment D will be incorporated into Exhibit A of the Contract.

1. Vehicle Specifications

No.	Standard	Specification / description
1.1	Safety systems	<i>[Specify which safety systems are used for positioning/localization and for obstacle detection, and specify the accuracy of these systems]</i>
1.2	Capacity	<i>[Specify how many passengers and how much luggage can be carried per vehicle. Indicate how wheelchair users can use the vehicle and what this means for the remaining capacity of the vehicle]</i>
1.3	Speed and spacing	<i>[Specify the average and maximum speed of the vehicle during operation, as well as the maximum permissible distance to other vehicles]</i>
1.4	Emergency facilities	<i>[Specify what emergency facilities are available inside the vehicle]</i>
1.5	Operating conditions	<i>[Specify the conditions (e.g. weather conditions, road conditions, etc.) under which the vehicle can drive]</i>
1.6	Warranties	<i>[Specify any warranties on the vehicle and outline who will be responsible for different categories of maintenance of the vehicles]</i>

2. Service Specifications

No.	Standard	Specification / description
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2.1	Route	<i>[Specify the exact route through a detailed top-down illustration]</i>
2.2	Fleet size	<i>[Specify how many vehicles you will be using, in total, during peak times and during off-peak hours]</i>
2.3	Maximum throughput and trip duration	<i>[Specify how many passengers per hour can be carried with your system, and the maximum trip duration]</i>
2.4	Dispatch	<i>[Specify the approach for dispatching vehicles (including whether vehicles will be on a fixed timetable or demand responsive) and specific sub-systems used for dispatch]</i>
2.5	Hours of operation	<i>[Specify how many hours a day your system will be in operation]</i>
2.6	Uptime	<i>[Specify what uptime can be guaranteed for the service, using references from other operational projects/pilots included in your proposal (if available)]</i>
2.7	Storage	<i>[Specify how vehicles will be stored and any key elements of your proposed solution]</i>
2.8	Data Integrations	<i>[Specify whether any data integrations will be required, or pursued, to connect the operations to the Skytrain or other existing systems]</i>

3. Safety and Incident Management

No.	Standard	Specification / description
3.1	Fleet Management System	
3.1.1	Vehicle Identification	<i>[Specify how vehicles in the fleet communicate their location to other vehicles in the fleet, and how the fleet management system identifies and tracks specific vehicles (including vehicles not currently in operation)]</i>
3.1.2	Collision Prevention	<i>[Specify measures deployed to ensure that vehicles do not collide]</i>
3.1.3	Technical Failures on the Track	<i>[Specify how the fleet will be notified of any technical failures occurring on the track and indicate which actions will be taken to correct]</i>

		<i>the problem while minimizing disruption of operations]</i>
3.1.4	Technical Failures with the Vehicles	<i>[Specify how technical failures occurring with the vehicles (resulting in vehicles coming to a standstill) are anticipated to be fixed, indicating which malfunctions can be solved remotely and which require physical presence from a mechanic/safety operator]</i>
3.1.5	Telecommunications Infrastructure	<i>[Specify what telecommunications infrastructure will be put in place to ensure safe, robust and reliable operations]</i>
3.1.6	Cybersecurity	<i>[Specify what cybersecurity measures will be put in place to protect the system against breaches]</i>
3.1.7	Remote Intervention	<i>[Specify the ways in which an operator at the control center can intervene remotely in vehicle operations]</i>
3.1.8	Distancing	<i>[Specify what measures will be put in place to ensure that sufficient distance is kept between vehicles]</i>
3.1.9	Passenger Safety	<i>[Specify what measures will be put in place to protect the safety of passengers in the event of incidents/calamities, and indicate the role that the remote safety operator has in these (if any)]</i>
3.2	Emergency Facilities	<i>[Specify what emergency facilities will be in place at the project site in the event of an incident/calamity (e.g., emergency hammers, fire extinguishers, first aid kits, etc.)]</i>
3.3	Passenger Emergency Contact	<i>[Specify how passengers can contact the remote safety operator in case of emergencies or passenger illness]</i>
3.4	Control Center	<i>[Specify where the control center will be located and indicate any key elements of the proposed solution]</i>
3.5	Response Time	<i>[Specify the anticipated response time in case of malfunctions/incidents]</i>

4. Charging Infrastructure and Hardware

No.	Standard	Specification / description
4.1	Electric Power Capability	<i>[Specify the exact power delivery rating of the vehicles in kilowatts (kW)]</i>
4.3	Chargers	<i>[Specify the type and number of chargers to be installed, and the installation location]</i>
4.3	Charging Time	<i>[Specify how long it takes to charge the vehicle from 0% to 100%, and from 20% to 80%]</i>
4.4	Grid Capacity	<i>[Specify the total grid capacity needed for the charging operation and indicate the extent to which you have confirmed availability of needed power at the location]</i>

5. Personnel

No.	Standard	Specification / description
5.1	Safety Operators	<i>[Specify the number of safety operators needed (if any) and indicate what training, qualifications or certifications they need to have]</i>
5.2	Maintenance Staff	<i>[Specify the number of maintenance staff needed (if any) and indicate what training, qualifications or certifications they need to have]</i>
5.3	Other Personnel	<i>[Specify whether any other personnel will be required to operate the system]</i>

6. Cleaning and Maintenance

No.	Standard	Specification / description
6.1	Cleaning	<i>[Specify how, where, and how often cleaning of the vehicles and track is done]</i>
6.2	Maintenance	<i>[Specify how often a vehicle needs to be serviced and where this will be performed, distinguishing between minor and major preventative maintenance (as applicable)]</i>

7. Infrastructure

No.	Standard	Specification / description
7.1	Accessibility	<i>[Specify how the vehicles and stations are easily accessible for people with disabilities]</i>
7.2	Grade Separation	<i>[Specify how the system is grade-separated from other traffic]</i>
7.3	Construction Timeline	<i>[Specify the anticipated construction timeline for each major infrastructure component of the system]</i>