

MASTER PROFESSIONAL SERVICES AGREEMENT

This Master Professional Services Agreement ("Services Agreement") is entered into and effective as of August 22, 2013 (the "Effective Date") between the City of Atlanta ("City") and Hartsfield-Jackson + Partnership (H-J+P), a Joint Venture comprised of Hellmuth, Obata & Kassabaum, Inc. (HOK), Stanley, Love-Stanley (SL-S), and Chasm Architecture ("Consultant"), as set forth below.

Services Agreement Name: Architectural & Engineering Design Services at Hartsfield-Jackson Atlanta International Airport	Services Agreement No. FC-5801-A
Consultant	City of Atlanta
Name: Hartsfield-Jackson + Partnership (H-J+P)	Using Agency: Department of Aviation
Address: 191 Peachtree Street, NE Suite 4100 Atlanta, Georgia 30303	Address: 1255 South Loop Road College Park, GA 30337
Phone: 404.439.9000	Phone: 404.530.5512
Fax: 404.439.9001	Fax: 404.305.7984
Authorized Representative: Mr. Ripley Ramus, Principal-in-Charge	Authorized Representative: Mr. Ted Allen, Director of Project Development

1. Background.

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

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

1.3 In addition to containing a Task Order Maximum Payment Amount, each Task Order may contain Services phases for the particular project contemplated by the Task Order, specific budgets applicable to such Services phases, fully burdened hourly billing rates applicable to Consultant/subconsultant personnel providing Services under the Task Order (in addition to those set forth on **Exhibit A.2**), specific reimbursable/non-reimbursable expenses subject to payment/non-payment under the Task Order or other items/categories/components concerning compensation payable/non-payable under the applicable Task Order. The City, or its designated representative, in administering the Task Order, may unilaterally or bilaterally

make changes to any of those compensation components attributable to a Task Order by issuing appropriate documentation of such changes, including the use of a Change Document (hereafter defined) pursuant to the City's Code of Ordinances.

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

2 Term.

2.1 Initial Term. The initial term of this Services Agreement will be three (3) years. This Services Agreement shall commence on the Effective Date and end on three (3) years from the Effective Date. The initial term of the Services Agreement and any renewal term(s) are collectively referred to as the "Term".

2.2 Renewal Terms. The City shall have the right in its sole discretion to renew this Services Agreement for one (1) additional two (2) year term according to the following procedure:

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

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

3 Interpretation.

3.1 All capitalized terms used in this Services Agreement shall have the meanings ascribed to them in the Services Agreement Documents and on **Exhibit B** attached hereto. If there is a conflict between any of the Services Agreement Documents, precedence shall be given in the following order:¹

1. Change Order(s)
2. Applicable Task Order
3. Services Agreement
4. Exhibit A - General Scope of Services
5. Exhibit A.1 - Compensation

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

6. Exhibit A.2 –Base Employee Classifications/Fully Burdened Hourly Billing Rates
7. Exhibit B - Definitions
8. Exhibit C – Authorizing Legislation
9. Exhibit D - Airport Access, Security and Safety Measures
10. Exhibit E - Dispute Resolution Procedures
11. Appendix A - Office of Contract Compliance Requirements
12. Appendix B - Insurance Requirements

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

5 Services

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

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

5.3 Change Documents.

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

5.3.2 Potential Change Documents that may be issued concerning this Services Agreement or any Task Order issued under this Services Agreement include, but are not limited to:

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

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

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

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

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

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

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

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

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

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

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

6 Consultant's Obligations.

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

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

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

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

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

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

6.6 Key Consultant Personnel and Key Subconsultants.

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

Ripley Rasmus – Principal –in-Charge;
Kaven Swan – Lead Principal;
Ivenue Love-Stanley – Principal;
Nathaniel Clark – Project Designer;
Marion White – Project Manager; and
Leesa Coller – Design Architect.

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

EDT;
Davis Pullin Associates;
Sykes Consulting;
Designing Charisma Corporation;
Jones Worley;
Planners for Environmental Quality (PEQ);
Southeastern Engineering Surveys;
Willmer Engineering;
Woodline Solutions;
BNP;
Walter P Moore;
Rolf Jensen & Associates;
Newcomb & Boyd;
U.S. Cost;
Faithful & Gould;
AirProjects;
Burns & McDonnell;

Carl Walker;
Siebein Associates;
Ross & Baruzzini;
Lea & Elliott; and
Landrum & Brown.

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

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

6.7.1 Prohibition on Future Contracts: Neither the Consultant nor any of its constituent member firms is eligible to perform construction services for which the Consultant has performed design services. Any subconsultants or subcontractors hired by the Consultant may perform other services as determined by the City. Subconsultants/subcontractors are required to submit a written request to the Department of Aviation's Director of Project Development in order to receive the determination.

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

7 City's Authorized Representative.

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

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

approval of the City Authorized Representative. However, Consultant shall not be compensated under any provision of this Services Agreement for repeated performance of such disapproved items.

8 Payment Procedures.

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

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

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

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

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

8.6 Disputed Charges. If City in good faith disputes any portion of an invoice, City may withhold such disputed amount and notify Consultant in writing of the basis for any dispute within thirty (30) days of the later of: (a) receipt of the invoice; or (b) discovery of the basis for any such dispute. City and Consultant agree to use all reasonable commercial efforts to resolve any disputed amount in any invoice within thirty (30) days of the date City notifies Consultant of the disputed amount.

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

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

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

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

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

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

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

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

10 Compliance with Laws.

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

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

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

11 Confidential Information.

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

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

12 Work Product.

12.1 Except as otherwise expressly provided in this Services Agreement, all reports, information, data, specifications, formulas, computer programs, technical reports, operating

manuals and similar work or other documents, all deliverables, and other work product prepared or authored by Consultant or any of its subconsultants exclusively for the City under this Services Agreement, and all intellectual property rights associated with the foregoing items (collectively, the "Work Product") shall be and remain the sole and exclusive property of the City. Any of Consultant's or its subconsultants' works of authorship comprised within the Work Product (whether created alone or in concert with City or Third Party) shall be deemed to be "works made for hire" and made in the course of services rendered and, whether pursuant to the provisions of Section 101 of the U.S. Copyright Act or other Applicable Law, such Work Product shall belong exclusively to City. Consultant and its subconsultants grant the City a non-exclusive, perpetual, worldwide, fully paid up, royalty-free license to all Work Product exclusively developed for City under this Services Agreement.

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

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

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

12.5 Without any additional cost to City, Consultant Personnel shall promptly give City all reasonable assistance and execute all documents City may reasonably request to enable City to perfect, preserve, enforce, register and record its rights in all Work Product.

13 Audit and Inspection Rights.

13.1 General.

13.1.1 Consultant will provide to City, and any Person designated by City, access to Consultant Personnel and to Consultant owned Facilities for the purpose of performing audits and inspections of Consultant, Consultant Personnel and/or any of the relevant information relating to the Services and this Services Agreement. Such audits, inspections and access may be conducted to: (a) verify the accuracy of Charges and invoices; (b) examine

Consultant's performance of the Services; (c) monitor compliance with the terms of this Services Agreement; and (d) any other matters reasonably requested by City. Consultant shall provide full cooperation to City and its designated Persons in connection with audit functions and examinations by regulatory authorities.

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

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

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

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

14 Indemnification by Consultant.

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

14.1.1 Consultant's or Consultant Personnel's performance, non-performance or breach of this Services Agreement;

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

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

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

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

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

15 Limitation of Liability.

15.1 General. THE MAXIMUM AGGREGATE LIABILITY OF CITY HEREUNDER IS LIMITED TO THE TOTAL OF ALL CHARGES ACTUALLY PAID DURING THE CURRENT YEAR UNDER THE SERVICES AGREEMENT. EXCEPT FOR PROVIDER'S INDEMNITY OBLIGATIONS SET FORTH IN THE SECTION ENTITLED "INDEMNIFICATION BY CONSULTANT" AND WILLFUL MISCONDUCT OR GROSS NEGLIGENCE BY PROVIDER, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT,

CONSEQUENTIAL, OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), ARISING OUT OF OR RESULTING FROM THE PERFORMANCE OR NONPERFORMANCE OF ITS OBLIGATIONS UNDER THIS SERVICES AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

16 Insurance Requirements. Consultant shall comply with the insurance requirements set forth on Appendix B.

17 Force Majeure. Neither Party will be liable for default or delay in the performance of its obligations under this Services Agreement to the extent such default or delay is caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from performance or observance of affected obligations for as long as: (a) the Force Majeure Event continues; and (b) the Party continues to attempt to recommence performance or observance to the extent commercially reasonable without delay. If any Force Majeure Event continues for thirty (30) consecutive days, City may, at its option during such continuation, terminate this Services Agreement, in whole or in part, without penalty or further obligation or liability of City.

18 Termination.

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

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

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

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

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

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

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

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

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

Product, licenses, equipment, materials, plant, tools, and property furnished by Consultant or provided by City for performance of the terminated Services; (iii) promptly obtain cancellation, upon terms satisfactory to City, of all purchase orders, subcontracts, rentals or any other Services Agreements existing for performance of the terminated Services, or assign those Services Agreements, as directed by City; (iv) comply with all other reasonable requests from City regarding the terminated Services; and (v) continue to perform in accordance with all of the terms and conditions of this Services Agreement any portion of the Services that are not terminated.

19 Dispute Resolution.

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

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

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

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

20 General.

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

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

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

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

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

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

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

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

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

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

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

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

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

21 State Law Requirements.

21.1 Illegal Immigration Reform and Enforcement Act. Pursuant to O.C.G.A. 13-10-91 et seq., Consultant is required to execute the Consultant Affidavit, attached hereto as Form 8 and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

21.2 Systematic Alien Verification of Entitlements. Pursuant to O.C.G.A. 50-36-1 et seq., Consultant is required to execute the SAVE Affidavit, attached hereto as Form 9 and by this reference incorporated herein. Compliance with this state law requirement is a material term of this contract.

22 City of Atlanta Code Requirements.

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

by the Consultant prior to receipt of any further progress payments. Consultant is required to pay subconsultants or suppliers funds due from progress payments within three business days of receipt of such payment from the City.

22.2 Consultant Required to Certify Satisfaction of all Underlying Obligations. Before final payment is made to Consultant by the City, the Consultant shall certify to the City in writing, in a form satisfactory to the City, that all subconsultants, materialmen suppliers and similar firms or persons involved in the City contract have been paid in full at the time of final payment to the Consultant by the City or will be paid in full utilizing the monies constituting final payment to the Consultant.

22.3 Contingent Fees Prohibited. The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Consultant, to solicit or secure this contract; and that the Consultant has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for the Consultant, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the breach or violation of the above warranty, and upon a finding after notice and hearing, the City shall have the right to terminate the contract without liability, and, at its discretion, to deduct from the contract, or otherwise recover the full amount of, such fee, commission, percentage, gift or consideration.

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

22.5 Prohibition on Kickbacks or Gratuities. In accordance with the City of Atlanta's Code of Ordinances, Section 2-1484, as may be amended, it shall be unethical for any person to offer, give or agree to give any employee or former employee or for any employee or former employee to solicit, demand, accept or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore. Additionally, it shall be unethical for any payment, gratuity or offer of employment to be made by or on behalf of a subconsultant under a contract to the prime Consultant or higher tier subconsultant or any person associated therewith as an inducement for the award of a subcontract or order.

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

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

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

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

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

- (b) The Consultant shall, in all solicitations or advertisements for employees, placed by or on behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, domestic relationship status, parental status, familial

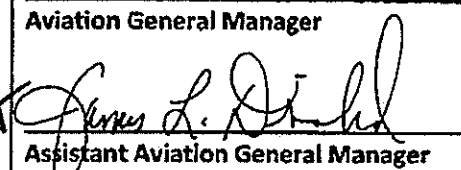
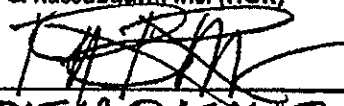


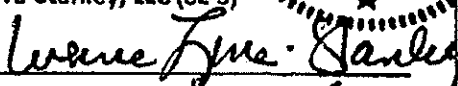
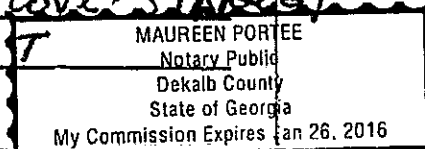

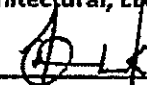
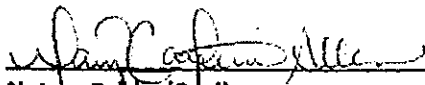
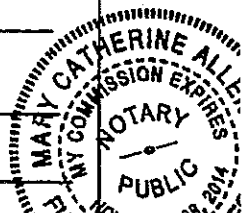
status, sexual orientation, national origin, gender identity, age, disability, or political affiliation.

- (c) The Consultant shall send to each labor union or representative of workers with which the Consultant may have a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' representative of the Consultant's commitments under the equal employment opportunity program of the City of Atlanta and under the Code of Ordinances and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Consultant shall register all workers in the skilled trades who are below the journeyman level with the U.S. Bureau of Apprenticeship and Training.
- (d) The Consultant shall furnish all information and reports required by the contract compliance officer pursuant to the Code of Ordinances, and shall permit access to the books, records, and accounts of the Consultant during normal business hours by the contract compliance officer for the purpose of investigation so as to ascertain compliance with the program.
- (e) The Consultant shall take such action with respect to any subconsultant as the city may direct as a means of enforcing the provisions of paragraphs (a) through (h) herein, including penalties and sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in or is threatened with litigation as a result of such direction by the city, the city will enter into such litigation as is necessary to protect the interest of the city and to effectuate the equal employment opportunity program of the city; and, in the case of contracts receiving federal assistance, the Consultant or the city may request the United States to enter into such litigation to protect the interests of the United States.
- (f) The Consultant and its subconsultants, if any, shall file compliance reports at reasonable times and intervals with the city in the form and to the extent prescribed by the contract compliance officer. Compliance reports filed at such times directed shall contain information as to employment practices, policies, programs and statistics of the Consultant and its subconsultants.
- (g) The Consultant shall include the provisions of paragraphs (a) through (h) of this equal employment opportunity clause in every subcontract or purchase order so that such provisions will be binding upon each subconsultant or vendor.

- (h) A finding, as hereinafter provided, that a refusal by the Consultant or subconsultant to comply with any portion of this program, as herein provided and described, may subject the offending party to any or all of the following penalties:
- (1) Withholding from the Consultant in violation all future payments under the involved contract until it is determined that the Consultant or subconsultant is in compliance with the provisions of the contract;
 - (2) Refusal of all future bids for any contract with the City of Atlanta or any of its departments or divisions until such time as the Consultant or subconsultant demonstrates that there has been established and there shall be carried out all of the provisions of the program as provided in the Code of Ordinances;
 - (3) Cancellation of the public contract;
 - (4) In a case in which there is substantial or material violation of the compliance procedure herein set forth or as may be provided for by the contract, appropriate proceedings may be brought to enforce those provisions, including the enjoining, within applicable law, of Consultants, subconsultants or other organizations, individuals or groups who prevent or seek to prevent directly or indirectly compliance with the policy as herein provided.

[SIGNATURES ON NEXT PAGE]

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

Owner: City of Atlanta _____ Mayor _____ Municipal Clerk (Seal) _____ Approved: _____ Aviation General Manager  Assistant Aviation General Manager _____ Chief Procurement Officer _____ Approved as to form: _____ Senior Assistant City Attorney	Consultant: Hartsfield-Jackson + Partnership (H-J+P) By its Joint Venture Partners Hellmuth, Obata & Kassabaum, Inc. (HOK) Signature:  Name: <u>RIPLY RASMUS</u> Title: <u>Senior Vice President/PIC</u>  Corporate Secretary/Assistant Secretary (Seal)  Stanley, Love-Stanley, LLC (SL-S) Signature:  Name: <u>LUENE LOVE-STANLEY</u> Title: <u>PRESIDENT</u>   Notary Public (Seal) My Commission Expires: <u>1/26/2016</u> Chasm Architectural, LLC Signature:  Name: <u>NATHANIEL O. CLARK</u> Title: <u>MANAGING PARTNER</u>  Notary Public (Seal) My Commission Expires: <u>NOV 8, 2014</u> 
--	---