



Amendment No. 5
to
Contract No. NA150000147
for
Dock Management Services
between
Bradford Airport Logistics, LTD
and the
City of Austin

- 1.0 The City exercises an administrative increase for the subject Contract in the amount of \$53,333.23.
- 2.0 The total contract amount is increased by \$53,333.23 by this amendment. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2015 – 08/31/2017	\$1,836,457.00	\$1,836,457.00
Amendment No. 1: Option 1 – Extension 09/01/2017 – 08/31/2018 Administrative Increase 08/30/2017	\$918,228.00 \$30,000.00 \$948,228.00	\$2,784,685.00
Amendment No. 2: Option 2 09/01/2018 – 08/31/2019 Administrative Increase 08/17/2018	\$918,228.00 \$30,000.00 \$948,228.00	\$3,732,913.00
Amendment No. 3: a. Addition of Economic Price Adjustment clause. b. Price increase of 1.63% (\$61,000)	0.00	\$3,732,913.00
Amendment No. 4: Corrective Action a. Total Contract amount for Amd 2 & 3 have been corrected to \$3,732,913.00 b. Action amount for Amd 3 has been corrected to \$0.00	0.00	\$3,732,913.00
Amendment No 5: Administrative Increase 08/27/2019	\$53,333.23	\$3,786,246.23

- 1.0 MBE/WBE goals do not apply to this contract.
- 2.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 3.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Bruce Glass 9/2/19

Printed Name: BRUCE GLASS
Authorized Representative

Bradford Airport Logistics, LTD
720 North Post Oak Road, Suite 450
Houston, Texas 77024
(281) 220-8718

Sign/Date: Linell Goodin-Brown

Linell Goodin-Brown
Contract Management Supervisor II
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 4
To
Contract No. NA150000147
For
Dock Management Services
Between
Bradford Airport Logistics, LTD
and the
City of Austin

- 1.0 The City hereby corrects the funding amounts in the above-referenced Contract. The "Total Contract Amount" for Amendment No. 2 and Amendment No. 3 were entered in error. In each cell in Table 3.0, they are each corrected to read \$3,732,913.00.
- 2.0 The City hereby corrects the funding amount in the above-referenced Contract. The "Action Amount" for Amendment No. 3 was entered in error. In Table 3.0, it is corrected to read \$0.00.
- 3.0 The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2015 – 08/31/2017	\$1,836,457.00	\$1,836,457.00
Amendment No. 1: Option 1 – Extension 09/01/2017 – 08/31/2018 Administrative Increase 08/30/2017	\$918,228.00 \$30,000.00 \$948,228.00	\$2,784,685.00
Amendment No. 2: Option 2 09/01/2018 – 08/31/2019 Administrative Increase 08/17/2018	\$918,228.00 \$30,000.00 \$948,228.00	\$3,732,913.00
Amendment No. 3: a. Addition of Economic Price Adjustment clause. b. Price increase of 1.63% (\$61,000.00)	\$0.00	\$3,732,913.00
Amendment No. 4: Corrective Action a. Total Contract Amount for Amd 2 & 3 have been corrected to \$3,732,913.00 b. Action Amount for Amd 3 has been corrected to \$0.00	\$0.00	\$3,732,913.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Bruce Class 10/8/18

Printed Name: Bruce Class
Authorized Representative

Bradford Airport Logistics, LTD
720 North Post Oak Road, Suite 450
Houston, Texas 77024
(281) 220-8718

Sign/Date: Cyrenthia Ellis 10/17/18

Cyrenthia Ellis
Procurement Manager

City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 3
To
Contract No. NA150000147
For
Dock Management Services
Between
Bradford Airport Logistics, LTD
and the
City of Austin

- 1.0 The above-referenced Contract is hereby amended to add an Economic Price Adjustment clause. The clause will contain the following Bureau of Labor Statistics Series ID: CEU0800000001. See Exhibit E.
- 2.0 The City hereby grants a price increase of one-and-sixty-three-hundredths percent (1.63%) as requested by Bradford Airport Logistics, LTD. The price increase will become effective on October 1, 2018.
- 3.0 The total contract amount will remain the same for this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2015 – 08/31/2017	\$1,836,457.00	\$1,836,457.00
Amendment No. 1: Option 1 – Extension 09/01/2017 – 08/31/2018 Administrative Increase 08/30/2017	\$918,228.00 \$30,000.00 \$948,228.00	\$2,784,685.00
Amendment No. 2: Option 2 09/01/2018 – 08/31/2019 Administrative Increase 08/17/2018	\$918,228.00 \$30,000.00 \$948,228.00	\$3,702,913.00
Amendment No. 3: a. Addition of Economic Price Adjustment clause. b. Price increase of 1.63% (\$61,000.00)	\$948,228.00	\$3,702,913.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Bruce A. Ross 9/28/18
Printed Name: Bruce A. Ross
Authorized Representative

Sign/Date: Cyrenthia Ellis 9/28/18
Printed Name: Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

Bradford Airport Logistics, LTD
720 North Post Oak Road, Suite 450
Houston, Texas 77024
(281) 220-8718



Amendment No. 2
to
Contract No. NA150000147
for
Dock Management Services
between
Bradford Airport Logistics, LTD
and the
City of Austin

- 1.0 The City hereby exercises an extension option for the subject contract. This extension option will be effective September 1, 2018 through August 31, 2019. One option will remain.
- 2.0 The City hereby exercises an administrative increase for the subject Contract in the amount of \$30,000 to accommodate the Contractor's purchase or lease of an additional truck. The Contractor shall hereby ensure that once in possession of the additional truck, the truck shall be dedicated to the service of this Contract until such a time tha the Contract expires or is terminated. See Exhibit D.
- 3.0 The total contract amount is increased by \$948,228.00 by this extension period. The total contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2015 – 08/31/2017	\$1,836,457.00	\$1,836,457.00
Amendment No. 1: Option 1 – Extension 09/01/2017 – 08/31/2018 Administrative Increase 08/30/2017	\$918,228.00 \$30,000.00 \$948,228.00	\$2,784,685.00
Amendment No. 2: Option 2 09/01/2018 – 08/31/2019 Adminstrative Increase 08/17/2018	\$918,228.00 \$30,000.00 \$948,228.00	\$3,732,913.00

- 4.0 MBE/WBE goals do not apply to this contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Bruce Class 8/24/18

Printed Name: BRUCE CLASS
Authorized Representative

Bradford Airport Logistics, LTD
720 North Post Oak Road, Suite 450
Houston, Texas 77024
BruceC@bradford-corp.com
(281) 220-8718 / 713-869-9000

Sign/Date: Cyrenthia Ellis 9/5/2018

Cyrenthia Ellis
Procurement Manager
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701



Amendment No. 1
to
Contract No. NA150000147
for
Dock Management Services
between
Bradford Airport Logistics, LTD
and the
City of Austin

- 1.0 The City hereby exercises this extension option for the subject Contract. This extension option will be September 1, 2017 through August 31, 2018. Two options will remain.
- 2.0 The City exercises an administrative increase for the subject Contract in the amount of \$30,000 to accommodate the Contractor's purchase or lease of an additional refrigerated truck. The Contractor shall hereby ensure that, once in possession of the additional truck, the truck shall be dedicated to the service of this Contract until such a time that the Contract expires or is terminated.
- 3.0 The total Contract amount is increased by \$948,228.00 by this extension period and administrative increase. The total Contract authorization is recapped below:

Action	Action Amount	Total Contract Amount
Initial Term: 09/01/2015 – 08/31/2017	\$1,836,457.00	\$1,836,457.00
Amendment No. 1: Option 1 – Extension 09/01/2017 -08/31/2018 & Administrative Increase	\$948,228.00	\$2,784,685.00

- 4.0 MBE/WBE goals do not apply to this Contract.
- 5.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 6.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Sign/Date: Bruce Class 8/30/17

Printed Name: BRUCE CLASS, VP
Authorized Representative

Bradford Airport Logistics, LTD
720 North Post Oak Road, Suite 450
Houston, Texas 7724
shennessy@bradford-corp.com
(281) 220-8718

Sign/Date: Matthew Duree 8-30-17

Matthew Duree
Procurement Supervisor
City of Austin
Purchasing Office
124 W. 8th Street, Ste. 310
Austin, Texas 78701

AMENDED AND RESTATED DOCK MANAGEMENT SERVICES CONTRACT

This amended and restated dock management services contract ("Contract") is made between the City of Austin ("City"), a home-rule municipality incorporated by the State of Texas, and Bradford Airport Logistics, Ltd. ("Contractor"), having offices at 720 North Post Oak, Suite 450, Houston, TX 77024.

On August 8, 2013, the Austin City Council ("Council") authorized Hensel Phelps to procure dock management services at the Austin Bergstrom International Airport ("Airport") as part of a construction agreement already in place with the City. Hensel Phelps issued a City-approved solicitation resulting in a subcontract between Hensel Phelps and Bradford Airport Logistics, Ltd ("Subcontract"). The Subcontract was coterminous with the construction agreement between the City and Hensel Phelps, both expiring on August 31, 2015. In order to maintain the daily revenue stream for Airport tenants, on June 18, 2015, Council approved the assumption of the Subcontract for the period of time necessary to solicit and execute a new dock management contract. The Parties therefore amend and restate the Subcontract to read in its entirety as follows:

SECTION 1. GRANT OF AUTHORITY, SERVICES AND DUTIES

1.1 **Engagement of the Contractor.** Subject to the general supervision and control of the City and subject to the provisions of the Terms and Conditions contained herein, the Contractor is engaged to provide the services set forth in Section 2, Scope of Work.

1.2 **Responsibilities of the Contractor.** The Contractor shall provide all technical and professional expertise, knowledge, management, and other resources required for accomplishing all aspects of the tasks and associated activities identified in the Scope of Work. In the event that the need arises for the Contractor to perform services beyond those stated in the Scope of Work, the Contractor and the City shall negotiate mutually agreeable terms and compensation for completing the additional services.

1.3 **Responsibilities of the City.** The City's Contract Manager will be responsible for exercising general oversight of the Contractor's activities in completing the Scope of Work. Specifically, the Contract Manager will represent the City's interests in resolving day-to-day issues that may arise during the term of this Contract, shall participate regularly in conference calls or meetings for status reporting, shall promptly review any written reports submitted by the Contractor, and shall approve all invoices for payment, as appropriate. The City's Contract Manager shall give the Contractor timely feedback on the acceptability of progress and task reports.

1.4 **Designation of Key Personnel.** The Contractor's Contract Manager for this engagement shall be Bruce Class, Phone: (832) 483-9838, Email Address: bclass@bradford-corp.com. The Contractor's single point of contact on operational matters shall be Joe Debaun, Phone: (612) 207-1665, Email Address: jdebaun@bradford-corp.com. The City's Contract Manager for the engagement shall be Hope Reyes, Phone: (512) 530-6692, Email Address: Hope.Reyes@austintexas.gov. The City and the Contractor resolve to keep the same key personnel assigned to this engagement throughout its term. In the event that it becomes necessary for the Contractor to replace any key personnel, the replacement will be an individual having equivalent experience and competence in executing projects such as the one described herein. Additionally, the Contractor will promptly notify the City Contract Manager and obtain approval for the replacement. Such approval shall not be unreasonably withheld.

SECTION 2. SCOPE OF WORK

2.1 **Contractor's Obligations.** The Contractor shall fully and timely perform dock management services described herein in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.

The Contractor shall manage all dock activities associated with the receipt, staging, and redistribution of all goods and supplies destined for entry into the Austin Bergstrom International Airport ("ABIA" or "Airport") terminal and arriving at the Receiving and Distribution Center (RDC) located at 9501 Cargo Ave., Austin, TX 78719, for the benefit of Airport concessionaires ("Concessionaires" or "Tenants") and the City. The Contractor, as a throughput agent, shall manage the total operation of dock activities, which functions are described in detail in the 2015 Supplier

Management Plan for AUS (Exhibit A) and the Contractor's proposal (Exhibit B, "Proposal") in response to Hensel Phelps Construction Company's Proposal Package CIP ID# 5415.065.

Goods and supplies are the sole responsibility of the Contractor until proper delivery of goods and supplies has been made to the intended Concessionaires. The Contractor shall not transfer goods and supplies to Concessionaires without the presence of a designated Concessionaire's agent to accept delivery.

In addition to the activities in Exhibit A, the Contractor shall also perform the following:

2.1.1 Deliveries. The Contractor shall ensure that goods and supplies are delivered to the intended Concessionaires within 8 hours of receipt, unless another delivery time is mutually agreed upon in writing by the Contractor and Concessionaire, and no later than 30 minutes after the "Delivered as Promised" time window.

2.1.1.1 The Contractor shall meet regularly with the City and Concessionaires according to a mutually agreed upon schedule, to pre-establish "Delivered as Promised" time windows.

2.1.1.2 The Contractor shall deliver baked goods, newspapers, and magazines to the intended Concessionaire immediately upon receipt from suppliers and vendors.

2.1.1.3 The Contractor shall deliver all goods and supplies via delivery routes approved in writing by the City.

2.1.1.4 The Contractor's equipment is capable of delivering items no larger than 6 feet in height, 6 feet in length, 4 feet in depth, and less than 2,500 pounds in weight. With a minimum 10 days' prior notice, the Contractor shall work with the Concessionaire and supplier/vendor to escort the supplier/vendor directly to the Airport.

2.1.2 Returns. The Contractor shall pick up, schedule, and monitor items for return within a time period mutually agreed upon in writing by the City and Contractor.

2.1.3 Regular Meetings. The Contractor shall meet with the City's Contract Manager and/or Concessionaires according to a mutually agreed upon schedule to review performance; address any emerging or ongoing issues; develop strategies to improve services under the Contract; and discuss any other relevant topics.

2.1.4 Reporting. The Contractor shall submit monthly reports electronically to the City's Contract Manager no later than the tenth day of each month. The Contractor shall include in monthly reports, at minimum, the following:

2.1.4.1 Time of each delivery received at the RDC;

2.1.4.2 Time the goods or supplies were delivered to the Concessionaire by the Contractor;

2.1.4.3 Intended recipient of each delivery received into the RDC;

2.1.4.4 Type of goods or supplies delivered to the RDC;

2.1.4.5 Volume of goods and supplies by number of pieces, weight, cubes, and dollar volume delivered to each Concessionaire;

2.1.4.6 On-time rate, where "on-time" is defined as deliveries made no later than 30 minutes of the "Delivered as Promised" time window;

2.1.4.7 Description of ad hoc deliveries, escorted deliveries, or other non-forecasted events;

2.1.4.8 Volume of grease collected and recycled;

2.1.4.9 Any recommendations for improving services under the Contract; and

2.1.4.10 Any other information or data as mutually agreed upon, related to services provided under this Contract.

2.1.5 Food Repurposing Program. It is the City's intent to establish an Airport-wide food repurposing program, in which unsellable yet otherwise wholesome food and food items are collected and donated with the purpose of utilizing these items for the community's benefit. The Contractor shall work with the City and Concessionaires to

coordinate pick-up of food from Concessionaires, delivery to the RDC, and pick up of food items from the RDC by a third party approved by the City's Contract Manager.

2.1.6 *Recyclables*. The Contractor shall pick up recyclables from Concessionaires and deposit the recyclables into the recycling dumpster located outside the RDC.

2.1.7 *Grease Collection*. The Contractor shall collect used cooking grease from Concessionaires and recycle the grease in a manner acceptable to the City. The Contractor shall report on the volume of grease collected and recycled according to Section 2.1.4. The Contractor shall maintain documentation substantiating the collection and recycling of grease and furnish such documentation upon the City's request.

SECTION 3. COMPENSATION

3.1 **Contract Amount.** The Contractor will be paid as indicated herein upon the successful completion of the Scope of Work. In consideration for the services to be performed under this Contract, the Contractor shall be paid an amount not-to-exceed \$1,836,457 for the first 24-month contract period and \$918,228 per each of three 12-month extension options for a total amount not to exceed \$4,591,142 for all fees and expenses.

3.2 **Invoices.**

3.2.1 The Contractor shall invoice the City on a monthly basis in equal monthly installment amounts of \$76,519.

3.2.2 **Invoices shall contain a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Contractor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice. Invoices received without all required information cannot be processed and will be returned to the Contractor. Invoices shall be mailed to the below address:

	City of Austin
Department	Aviation
Attn:	Hope Reyes
Address	3600 Presidential Blvd., Suite 411
City, State, Zip Code	Austin, TX 78719

3.2.3 Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.

3.2.4 Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

3.3 **Payment.**

3.3.1 All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the deliverables or of the invoice, whichever is later.

3.3.2 **If payment is not timely made, (per this paragraph), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**

3.3.3 The City may withhold or off set the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:

3.3.3.1 delivery of defective or non-conforming deliverables by the Contractor;

3.3.3.2 third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;

3.3.3.3 failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;

3.3.3.4 damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;

3.3.3.5 reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

3.3.3.6 failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or

3.3.3.7 failure of the Contractor to comply with any material provision of the Contract Documents.

3.3.4 Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.

3.3.5 Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic transfer of funds.

3.4 **Non-Appropriation.** The awarding or continuation of this Contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this Contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

3.5 **Final Payment and Close-Out.**

3.5.1 The making and acceptance of final payment will constitute:

3.5.1.1 a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and

3.5.1.2 a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

SECTION 4. TERM AND TERMINATION

4.1 **Term of Contract.** The Contract shall become effective on September 1, 2015 ("Effective Date") and shall remain in effect for an initial term of 24 months and may be extended thereafter for up to three additional 12-month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.

4.1.1 Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary to re-solicit and execute a new contract for dock management services (not to exceed 120 calendar days unless mutually agreed on in writing).

4.2 **Right To Assurance.** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

4.3 **Default.** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under the "Right to Assurance paragraph herein, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by Contractor to the City.

4.4 **Termination For Cause..** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.

4.5 **Termination Without Cause.** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

4.6 **Fraud.** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

SECTION 5. OTHER DELIVERABLES

5.1 **Insurance:** The following insurance requirements apply.

5.1.1 General Requirements.

5.1.1.1 The Contractor shall at a minimum carry insurance in the types and amounts indicated herein for the duration of the Contract and during any warranty period.

5.1.1.2 The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to Contract execution and within fourteen (14) calendar days after written request from the City.

5.1.1.3 The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.

5.1.1.4 The Contractor shall not commence work until the required insurance is obtained and has been reviewed by City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.

5.1.1.5 The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.

5.1.1.6 The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.

5.1.1.7 All endorsements naming the City as additional insured, waivers, and notices of cancellation endorsements as well as the Certificate of Insurance shall be mailed to the following address:

City of Austin
Purchasing Office
P. O. Box 1088
Austin, Texas 78767

5.1.1.8 The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.

5.1.1.9 If insurance policies are not written for amounts specified in Paragraph 5.1.2, Specific Coverage Requirements, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.

5.1.1.10 The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.

5.1.1.11 The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.

5.1.1.12 The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.

5.1.1.13 The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. All deductibles or self-insured retentions shall be disclosed on the Certificate of Insurance.

5.1.1.14 The Contractor shall endeavor to provide the City thirty (30) calendar days written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.

5.1.2 **Specific Coverage Requirements.** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

5.1.2.1 **Commercial General Liability Insurance.** The minimum bodily injury and property damage per occurrence are \$2,000,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injuries). The policy shall contain the following provisions and endorsements.

5.1.2.1.1 Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.

5.1.2.1.2 Contractor/Subcontracted Work.

5.1.2.1.3 Products/Completed Operations Liability for the duration of the warranty period.

5.1.2.1.4 Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage.

5.1.2.1.5 Thirty (30) calendar days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage.

5.1.2.1.6 The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage.

5.1.2.2 **Business Automobile Liability Insurance.** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$2,000,000 per occurrence for bodily injury and property damage. The policy shall contain the following endorsements:

5.1.2.2.1 Waiver of Subrogation, Endorsement CA0444, or equivalent coverage.

5.1.2.2.2 Thirty (30) calendar days Notice of Cancellation, Endorsement CA0244, or equivalent coverage.

5.1.2.2.3 The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

5.1.2.3 **Worker's Compensation and Employers' Liability Insurance.** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$1,000,000 bodily injury each accident, \$1,000,000 bodily injury by disease policy limit and \$1,000,000 bodily injury by disease each employee. The policy shall contain the following provisions and endorsements:

5.1.2.3.1 The Contractor's policy shall apply to the State of Texas.

5.1.2.3.2 Waiver of Subrogation, Form WC420304, or equivalent coverage.

5.1.2.3.3 Thirty (30) calendar days Notice of Cancellation, Form WC420601, or equivalent coverage.

5.1.2.5 **Endorsements.** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

5.2 **Equal Opportunity.**

5.2.1 **Equal Employment Opportunity.** No Contractor or Contractor's agent shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Bid submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Contractor has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. The Contractor shall sign and return the Non-Discrimination Certification attached hereto as Attachment 1. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

5.2.2 **Americans With Disabilities Act (ADA) Compliance.** No Contractor, or Contractor's agent shall engage in any discriminatory employment practice against individuals with disabilities as defined in the ADA.

5.3 **Acceptance of Incomplete or Non-Conforming Deliverables.** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.

5.4 **Delays.**

5.4.1 The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified herein. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.

5.4.2 Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in Contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

5.5 **Ownership And Use Of Deliverables.** The City shall own all rights, titles, and interests throughout the world in and to the deliverables.

5.5.1 **Copyrights.** As to any deliverables containing copyrightable subject matter, the Contractor agrees that upon their creation, such deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such deliverables, provided however, that nothing in this paragraph shall negate the City's sole or joint ownership of any such deliverables arising by virtue of the City's sole or joint authorship of such deliverables. Should by operation of law, such deliverables not be considered works made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its

employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of) all worldwide right, title, and interest in and to such deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge, and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-made-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such deliverables to the City or at such other time as the City may request.

5.5.2 Additional Assignments. The Contractor further agrees to, and if applicable, cause each of its employees to, execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns and nominees, the sole and exclusive right, title, and interest in and to the deliverables. The Contractor's obligation to execute, acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this paragraph shall continue after the termination of this Contract with respect to such deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the deliverables, but should desire to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms herein.

5.6 Rights to Proposal and Contractual Material. All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.

5.7 Publications. All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

SECTION 6. WARRANTIES

6.1 Warranty – Price.

6.1.1 The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.1.2 The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.

6.1.3 In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like deliverables under similar terms of purchase.

6.2 Warranty – Services. The Contractor warrants and represents that all services to be provided to the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.

6.2.1 The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.

6.2.2 Unless otherwise specified in the Contract, the warranty period shall be at least one year from the acceptance date. If during the warranty period, one or more of the warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor.

The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.

6.2.3 If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

SECTION 7. MISCELLANEOUS

7.1 **Place and Condition of Work.** The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the Contract. The Contractor hereby releases and holds the City harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

7.2 Workforce.

7.2.1 The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.

7.2.2 The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property:

7.2.2.1 use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the Contract; and

7.2.2.2 use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.

7.2.3 If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

7.3 **Workforce Security Clearance and Identification.** All Contractor and Subcontractor personnel whose job duties include working in ABIA Secured Areas, Sterile Areas, or Airport Operations Areas as described in Attachment 2, Airport Security Requirements, are required to obtain ABIA-issued security ID badges prior to performing any work on the ABIA campus. These badges must be prominently displayed on their person at all times.

7.3.1 The Contractor shall ensure that its personnel and Subcontractor personnel required to obtain ABIA-issued security ID badges follow procedures described in Exhibit C to obtain security ID badges.

7.3.2 The Contractor and Subcontractor shall adhere to all requirements, policies, and procedures described in Exhibit C, including but not limited to a monthly badge audit to ensure all active badge holders are still employed.

7.3.3 Failure to return a security access badge will result in a \$500.00 per badge fee, which will be deducted from payment for work performed under the Contract.

7.3.4 The Contractor shall ensure that its personnel and Subcontractor personnel required to operate a vehicle in the ABIA Secured Areas, Sterile Areas, or Airport Operations Areas as described in Exhibit C complete non-movement area driver training, and obtain airside vehicle insurance and logo registration.

7.3.5

7.4 **Compliance with Health, Safety, Security, and Environmental Regulations.** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City, Federal Aviation Administration, Transportation Security Administration, and by the Occupational Safety and Health Administration (OSHA). The Contractor, its Subcontractors, and their respective employees, shall comply fully with Airport rules, regulations, and operating directives. In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

7.5 **Hazardous Materials.** The Contractor shall not keep, store, or use goods or materials in the RDC or on ABIA property that are flammable, explosive, hazardous (as defined below) or that may be offensive or cause harm to the general public or cause damage to the RDC. The term Hazardous is defined as:

7.5.1 Any substance the presence of which requires or may later require notification, investigation or remediation under any environmental law; or

7.5.2 Any substance that is or becomes defined as a hazardous waste, hazardous material, hazardous substance, pollutant or contaminant under any federal, state, or local environmental law, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §9601 et seq.), the Resources Conservation and Recovery Act (42 U.S.C. §6901 et seq.) and the associated regulations; or

7.5.3 Any substance that is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, any state of the United States, or any political subdivision within any state; or

7.5.4 Any substance that contains gasoline, diesel fuel or other petroleum hydrocarbons or volatile organic compounds; or

7.5.5 Any substance that contains polychlorinated biphenyls, asbestos or urea formaldehyde foam insulation; or

7.5.6 Any substance that contains or emits radioactive particles, waves or materials, including, without limitation, radon gas.

7.6 **Significant Event.** The Contractor shall immediately notify the City's Contract Manager of any current or prospective "significant event" on an ongoing basis. All notifications shall be submitted in writing to the Contract Manager. As used in this provision, a "significant event" is any occurrence or anticipated occurrence which might reasonably be expected to have a material effect upon the Contractor's ability to meet its contractual obligations. Significant events may include but not be limited to the following:

7.6.1 disposal of major assets;

7.6.2 any major computer software conversion, enhancement or modification to the operating systems, security systems, and application software, used in the performance of this Contract;

7.6.3 any significant termination or addition of provider contracts;

7.6.4 the Contractor's insolvency or the imposition of, or notice of the intent to impose, a receivership, conservatorship or special regulatory monitoring, or any bankruptcy proceedings, voluntary or involuntary, or reorganization proceedings;

7.6.5 strikes, slow-downs or substantial impairment of the Contractor's facilities or of other facilities used by the Contractor in the performance of this Contract;

7.6.6 reorganization, reduction and/or relocation in key personnel;

7.6.7 known or anticipated sale, merger, or acquisition;

7.6.8 known, planned or anticipated stock sales;

7.6.9 any litigation against the Contractor; or

7.6.10 significant change in market share or product focus.

7.7 Right To Audit.

7.7.1 The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.

7.7.2 The Contractor shall include this provision in all subcontractor agreements entered into in connection with this Contract.

7.8 **Stop Work Notice.** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.

7.9 Indemnity.

7.9.1 Definitions:

7.9.1.1 "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:

7.9.1.1.1 damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or;

7.9.1.1.2 death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),

7.9.1.2 "Fault" shall include the sale of defective or non-conforming deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.

7.9.2 THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.

7.10 Claims. If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse effect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

7.11 Notices. Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the City and the Contractor shall be addressed as follows:

To the City:

City of Austin, Purchasing Office

ATTN: Sandy Brandt, Contract Administrator

P O Box 1088

Austin, TX 78767

To the Contractor:

Bradford Airport Logistics, Ltd.

ATTN: Bruce Class, Contract Manager

720 North Post Oak, Suite 450

Houston, TX 77024

7.12 Confidentiality. In order to provide the deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

7.13 Advertising. The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.

7.14 No Contingent Fees. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling

agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

7.15 **Gratuities.** The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.

7.16 **Prohibition Against Personal Interest in Contracts.** No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.

7.17 **Independent Contractor.** The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.

7.18 **Assignment-Delegation.** The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.

7.19 **Waiver.** No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.

7.20 **Modifications.** The Contract can be modified or amended only in writing signed by both parties. No pre-printed or similar terms on any Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.

7.21 **Interpretation.** The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

7.22 **Dispute Resolution.**

7.22.1 If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll

the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.

7.22.2 If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

7.23 Minority And Women Owned Business Enterprise (MBE/WBE) Procurement Program.

7.23.1 All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program found at Chapters 2-9A, 2-9B, 2-9C and 2-9D of the City Code. The Program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) full opportunity to participate in all City contracts.

7.23.2 The City of Austin has determined that no goals are appropriate for this Contract. **Even though no goals have been established for this Contract, the Contractor is required to comply with the City's MBE/WBE Procurement Program, Chapters 2-9A, 2-9B, 2-9C and 2-9D, of the City Code, as applicable, if areas of subcontracting are identified.**

7.23.3 If any service is needed to perform the Contract and the Contractor does not perform the service with its own workforce or if supplies or materials are required and the Contractor does not have the supplies or materials in its inventory, the Contractor shall contact the Department of Small and Minority Business Resources (DSMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Contractor must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract; using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

7.24 Subcontractors.

7.24.1 If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan, the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective deliverables provided by a Subcontractor. If a Plan

has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.

7.24.2 Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:

7.24.2.1 require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract.

7.24.2.2 prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;

7.24.2.3 require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;

7.24.2.4 require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and

7.24.2.5 require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.

7.24.3 The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.

7.24.4 The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

7.25 **Jurisdiction And Venue.** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

7.26 **Invalidity.** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

7.27 **Holidays.** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

7.28 Survivability of Obligations. All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

7.29 Non-Suspension or Debarment Certification. The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.30 Order of Precedence. The Contract includes, without limitation, this document including all Attachments, the 2015 Supplier Management Plan for AUS (Exhibit A) and the Proposal (Exhibit B). The Contract replaces all previous agreements between the Contractor and Hensel Phelps to provide dock management services at ABIA. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order.

7.30.1 this document and all Attachments;

7.30.2 Exhibit A;

7.30.3 Exhibit B.

In witness whereof, the parties have caused duly authorized representatives to execute this Contract on the dates set forth below.

BRADFORD AIRPORT LOGISTICS, LTD.

CITY OF AUSTIN

By: Brian Clark
Signature

By: Teresa Reddy
Signature

Name: BRUCE CLARK
Printed Name

Name: Teresa Reddy
Printed Name

Title: V.P.

Title: Corp Purchasing Manager

Date: 9/3/15

Date: 9/4/15

List of Attachments and Exhibits

Attachment A Non Discrimination Certification, Section 0800

Attachment B Airport Security Requirements

Exhibit A 2015 Supplier Management Plan for AUS

Exhibit B Bradford Airport Logistics, Ltd.'s Proposal dated May 15, 2013

Attachment A
City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN. OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 3 day of SEPTEMBER, 2015

CONTRACTOR

Authorized
Signature

Title

BRADFORD AIRPORT LOGISTICS, LLC
[Signature]
VA

General Requirements
Airport Security Requirements Section 01555

AIRPORT SECURITY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and General Provisions of the Contract, including General Conditions and Supplemental General Conditions and Division 1 Specification Sections, apply to work of this Section.

1.2 SUMMARY

- A. This section outlines security responsibilities for Contractors and Subcontractors at Austin-Bergstrom International Airport (ABIA).
- B. In this document, Project Manager is defined as designated Owner Representative.
- C. Due to the ever changing environment of Airport security, requirements may change at any time.

1.3 RESTRICTED AREAS ACCESS POLICIES

Unescorted Access: Individuals with an operational need for unescorted access into restricted areas (Sterile Area, Secured Area and/or Air Operations Area) of the airport shall submit to a fingerprint-based ten-year criminal history records check (CHRC) and Security Threat Assessment (STA). If the process confirms no disqualifying criminal offenses, the Department of Aviation (DOA) Security and ID Office may issue a security access badge. **Applicant fees to request an ABIA Security Identification Badge are \$75 each, which is typically waived for contractors or personnel providing work or services under a contract agreement with the City of Austin.**

Escorted Access: Each person acting as an escort must inform all individual(s) being escorted that they are in a security area of the airport and all security rules and regulations must be followed. The escort is required to be able to, at all times until the escorted individual has left the security area, physically control the escorted individual(s)' movement when escorted in the Secured Area and visually control the escorted individual(s) movement when escorted in the AOA and Sterile Area. Only individuals with current unescorted access authority are permitted to escort. Those who have authority to escort will have the designated silver background with (AUS) Sticker which gives them the authority to escort. The maximum number of individuals who can be escorted is three (3). ABIA escort procedures are described in “**Escort Procedures and Authorization Form**”. (Attachment 1)

An un-badged person can be escorted no more than three (3) working days total, unless noted otherwise herein. The three (3) working days can be consecutive or cumulative. If an un-badged person begins the badging process, they can be escorted as long as it takes to receive badge authorization. If a badge is denied, they can no longer be escorted. If an un-badged person needs to be escorted more than three (3) working days because it is a short-term work assignment, the badged person doing the escort must request an exception from the Security Office, a minimum of three (3) working days in advance. If approved, the unbadged person can be escorted up to ten (10) working days total, consecutive or cumulative. If an un-badged person decides to get badged within the four-to-ten (4-10) working day time frame, they can be escorted as long as they are in the badging process. If a badge is denied, they can no longer be escorted. Under special circumstances, it may be prudent to allow escorting more than ten (10) working days. In those cases, the badged person doing the escort may request an exception from the Airport Security Coordinator (ASC), a minimum of three (3) working days in advance. It is at the discretion of the ASC or ASC's designee whether the limited use of this exception is warranted.

General Requirements
Airport Security Requirements Section 01555

A ***“Special Escort Notification”*** (Attachment 2) may be utilized in instances where more than 3 people will be escorted. Special events or circumstances will be evaluated on a case by case basis and must be requested and discussed with the Project Manager at the Weekly Coordination Meeting. Completion and submission of the form and ***prior approval*** from the Airport Security Coordinator (ASC) or ASC’s designee must be received before conducting the escort. To ensure prompt approval requests must be submitted at least three (3) working days in advance to allow for this exemption. In an emergency situation when less than three (3) working days notice is available; submit the fax to Airport Communications at (530) 530-7676. Approval shall be obtained before conducting the escort.

Sterile and Secured Area Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than three (3) consecutive days and are under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Air Operations Area (AOA) Access: A Subcontractor or Supplier may be exempted from the airport security badge requirements provided they will be on the work site no more than fourteen (14) consecutive days and under authorized escort. Exceptions must be submitted by the Project Manager and approved by the Airport Security Coordinator.

Telecommunication / Electrical / Maintenance Room Access: The DOA Information Systems Division shall approve access into DOA telecommunication rooms. The DOA Building Maintenance Division shall approve access into electrical and/or maintenance rooms. A DOA employee shall accompany and escort individuals needing access to these areas. Requests for escorts must be made at least three (3) working days in advance of the event through the Project Manager and/or at the Work Coordination Meetings.

As approved by the Project Manager, Contractor shall contact the DOA Business Development Section at (512) 530-7507 for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required escort services shall be \$40.

After-Hours Access: Should the Contractor require access to the Terminal's sterile side after Transportation Security Administration (TSA) operations at security checkpoints have terminated for the day, the Contractor shall contact Airport Communications at (512) 530-2242 (530-ABIA).

1. Prior approval for after hour access must be requested through the Project Manager during the Work Coordination Meetings.
2. The Contractor shall report to the Tool Inspection Checkpoint (Gate E110P) where identification will be verified and registration of his ingress to the Terminal recorded.
3. The Airport Security personnel will inspect and validate the Contractors' provided tool inventory and equipment that are to be brought into the Terminal.
4. Airport Security personnel will provide access into Gate E110P for all badged Contractors and un-badged Contractors with authorized escorts. Contractors will then access the Terminal sterile area via the approved Contractor entrance. The Contractor will never be provided airport badge access through the Tool Inventory Checkpoint.
5. Once admitted into the Terminal service corridor, the Contractor must utilize service elevators and doors as authorized by their airport badge to access their work site.
6. Contractor must exit the Terminal through the Tool Inspection Checkpoint in order for the tool inventory previously completed to be revalidated. Tools shall not be left unattended in the Sterile Area unless properly secured.

General Requirements
Airport Security Requirements Section 01555

Unconventional Access: Unconventional access is defined as entering into the secure side of the Terminal structure or AOA in a fashion other than a card swipe door or gate activity; for example, a baggage conveyor belt. If Contractor requires unconventional access into the Secured Area or Airport Operations Area, the Contractor must make the request at least 24 hours prior to the proposed activity through the Project Manager at the Work Coordination Meetings so that a security validation check can be performed and approval received. The ABIA Airport Security Coordinator will notify the Project Manager, Austin Police Department, Airport Communications, TSA, and OPSEC/Airport Operations of the approved activity and authorized person(s). The Project Manager will notify the contractor.

Curbside Parking: Curbside parking for deliveries adjacent to the ABIA terminal shall be for a maximum of one hour unless approved in writing by the Project Manager. Requests to park curbside shall be submitted to the Project Manager at least three (3) working days prior to the planned delivery and/or the request shall be presented at the Work Coordination meetings. Failure to comply with required notification will subject delivery to be prohibited by the Project Manager.

The following procedures shall be followed for approved parking.

1. The Contractor will contact Airport Communications (512) 530-2242 to advise they are arriving, or have arrived at their approved parking location. An Airport Security Supervisor or designee will be dispatched to meet at the designated parking location.
2. The security representative will inspect the vehicle and apply a distinctive sticker to the vehicle window to indicate that the vehicle has been inspected and authorized to be parked at that location.

Under no circumstances shall the Contractor's vehicle operator leave the vehicle prior to security inspection.

Key Access: The Airport Security and ID Office controls all locks and keys for access points. Locks and keys may be issued upon written request using **Core Request** (Attachment 3) or **Key Request** (Attachment 4) forms. The form(s) must be signed by an individual whose signature is on file with the Security and ID Office as authorized to request security items for that organization. Individuals issued a key must have a valid ID badge and be authorized to enter the respective area.

Only "Best Access Systems" keys and cores are approved for installation at ABIA. While the contractor may be permitted to install temporary construction cores in doors, the Security and ID Office shall install all final access door lock cores. If Contractor utilizes DOA provided cores or keys, there will be a penalty of \$100 per cores and \$50 per key for lost items to be deducted from the contract.

Some doors and gates have Intellikey locks installed. If the Contractor requires access to a door(s) or gate(s) with an Intellikey lock, an Intellikey may be issued upon written request using **Intellikey Acknowledgement – Contractor** (Attachment 5). The request must be approved and signed by the Project Manager. Failure to return or loss of an Intellikey will result in a \$100 penalty per key to be deducted from the contract.

1.4 SECURITY IDENTIFICATION BADGE APPLICATION PROCEDURES

Except as noted above, construction workers that are required to work in ABIA Secured Area, Sterile Area or Airport Operations Area shall obtain and prominently display ABIA-issued security ID badges on their person at all times. The DOA Security and ID office is the single point of service for processing security ID badge applications. Contractor should allow 7-10 days for completion of badge processing. Please contact Security and ID at (512) 530-6943 (530-MYID) for all badging inquiries.

General Requirements
Airport Security Requirements Section 01555

The following procedures shall be followed to obtain security ID badges:

1. Project Manager will complete an **Unescorted Access Authorization** form (Attachment 6) for the Contractor Representative(s) who is/are approved for Signatory Authority for the specified project. Project Manager will verify the approved Signatory Authority identification documents are acceptable as listed in the **Personal Information** form (Attachment 8) and advise DOA Security via e-mail of the names. Contractor representative(s) must complete badge application paperwork previously mentioned in this section and successfully complete the Criminal History Records Check (CHRC) and Security Threat Assessment process prior to taking the TSA required Signatory Authority training. Upon successful completion of the training, Contractor representative(s) will complete an **Authorized Signatures** form (Attachment 7). Signatory Authority must verify badge applicants have acceptable identification documents as listed in the **Personal Information** form (Attachment 8) before signing the **Unescorted Authorization** form (Attachment 6).

Sub-contractors who are active participants in the ABIA Experienced Contractor Program, have signatory authority, and their employees already possess security ID badges but seek to do work for another ABIA project, will not need to rebadge employees under the sponsorship of the added prime project contractor.

2. Badge applicant shall complete, sign the **Personal Information Form** (Attachment 8), and present two forms of identification. Acceptable forms of identification are listed on the second page of the form. After completion of badge processing, badge must be obtained within 30 days of fingerprinting.
3. Badge applicant shall read and sign the **Criminal History Records Check/Disqualifying Criminal Offenses** (Attachment 9) statement/form.
4. Badge applicant shall submit to an FBI fingerprint-based criminal history records check and a TSA Security Threat Assessment (STA).
5. Non-U.S. citizen contractors shall provide governmental proof of work authorization and an ABIA **Documentation Verification Form** (Attachment 10) reviewed and stamped by Immigration and Customs Enforcement personnel located on the ground level of the terminal building.
6. If escort authority is required, Contractor shall read and sign the **ABIA Escort Procedures Authorization** (Attachment 1) form.
7. Contractor shall attend the ABIA Security Identification Display Area (SIDA) training if accessing the Secured Area or Airport Operations Area. Training is computer based and is approximately 60 minutes in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. A Spanish version of SIDA testing is available; Spanish translators during SIDA testing are prohibited. Any training requiring translation in another language must be preapproved by the Airport Security Manager or designee.
8. All contractors and subcontractors who apply for Unescorted Access have thirty (30) business days from the date of completion of the background check to retrieve their badges. If the contractor and/or subcontractor fails to retrieve their badge within thirty (30) business days, the contractor and/or subcontractor must pay all applicable fees in order to conduct a subsequent background check. Payment must be remitted to the Security and ID office prior to conducting the subsequent background check.
9. Prior to badge issuance, the Contractor with signature authority shall coordinate with the Airport Project Manager or designee to determine badge expiration date (one year or less) and the appropriate access profile.

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10. Sub-contractor personnel doing work for two or more prime contractors at ABIA must obtain a security ID badge for each sub-contract. The employee shall wear **only** the appropriate badge for each contractor when working. Steps 1-8 listed above shall be accomplished for each additional badge required for the employee. **Exception: Employees of sub-contractors that are active participants in the ABIA Experienced Contractor Program are not required to possess multiple badges for each sponsoring prime contractor.**
11. Contractor shall promptly respond to any badge audit information requests. Also, access and/or distribution of active contractor badges during project construction and/or warranty period shall be limited and restricted to personnel approved by the Project Manager and DOA Security.

1.5 OTHER POLICIES

Tools, Materials, and Equipment: Contractor shall abide by Airport Security Program, including tool security requirements noted in the **Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas** (Attachment 13) form. All tools to be used in the Sterile Area must be processed through the loading dock. Contractor shall keep tools and other items not in use in a lockable toolbox (gang box) or in a secured area not accessible to the public. Tools shall not be left unattended in the Sterile Area. An inventory of all tools using **ABIA Tool Inventory List** (Attachment 14) form will be conducted before entering the restricted area and upon exiting.

Contractor must utilize **ABIA Daily Tool Inventory List** (Attachment 15) for any tools that are to be left in the terminal complex overnight. This inventory must remain at the job site, up to date, and readily available for inspection by ABIA/TSA security personnel.

At any time a tool is discovered missing, Airport Communications must be contacted immediately at (512) 530-2242. Airport OPSEC and the Contractor must conduct a search of the last known location and nearby area. The Contractor must complete an incident report regarding the missing tool(s).

Introduction of tools, materials, and equipment into the Secured / Sterile Areas, AOA, and SIDA must be coordinated through the Project Manager.

Vehicle Registration and Driver's Training: If the work requires un-escorted vehicular access in the Secured Area or Airport Operations Area (AOA), Contractor shall complete and submit **ABIA Vehicle Registration LOGO Form** (Attachment 16) for each vehicle, present proof of required insurance, and submit a picture of the company vehicle logo in a .jpeg format to the Project Manager. Proposed vehicle drivers must attend airport driver's training. Training is computer based and may be taken in conjunction with the SIDA training previously mentioned. Airport Driver's training is approximately one hour in length with an examination at the conclusion which must be passed. Training is available at the Security and ID office during business hours. Contact Airport Operations (512) 530-7550 for more information regarding driver's training.

Security at Construction Site: Contractors, or any other non-Airport personnel, having authorized Secured Area/AOA access and having been assigned a Secured Area/AOA access point for their temporary use shall maintain positive control of the access point by the use of off-duty ABIA Security personnel or employees of a private security firm approved by the Director, designee, or Transportation Security Administration (TSA). As approved by the Project Manager, Contractor shall contact the DOA Business Development Section (512) 530-7507 for escort fees, scheduling and additional information. Minimum hourly charge to contractors for required access control services shall be \$40 per hour.

Contractor will conduct a security briefing with personnel assigned to the access point each day with signatures by the Contractor and security personnel signifying a clear understanding of security procedures required. Contents of the briefing will be determined during the construction project meeting and copies of the previous week's daily briefing will be provided to the Project Manager.

General Requirements
Airport Security Requirements Section 01555

Required Reporting of Work Site Incidents: Contractors shall immediately call Airport Communications at (512) 530-2242 whenever there is a work site incident that includes, but is not limited to, the following:

- Causes any personnel to be hurt
- Puts the public or airport occupants at risk
- Increases fire risk or creates hazardous conditions
- Causes any damage to airport property
- Causes spillage of contaminants
- Causes reductions in facility indoor air quality
- Disrupts airport operation or utilities
- Any other incident or condition that the Airport needs to be aware of for operations, security, and/or safety reasons

As determined by the DOA, every incident that the contractor does not immediately report to Airport Communications, the contract amount for CITY CONTRACTORS shall be reduced by \$500. The DOA shall also be provided similar compensation by TENANT CONTRACTORS for similar failures to adhere to specified incident reporting requirements.

Temporary Wall/Door/Lock/Fence/Gate: If temporary modification to current access control methods are required to the Sterile Area, Secured Area and/or Air Operations Area, the Contractor shall comply with the following procedures as stated in Title 49 CFR Part 1542.105: *"The request for an amendment must be filed with the designated official at least 45 days before the date it proposes for the amendment to become effective, unless a shorter period is allowed by the designated official. Within 30 days after receiving a proposed amendment, the designated official, in writing, either approves or denies the request to amend."* For purposes of this section, the request shall be made to the Project Manager who will forward it to the Security and ID office. An example may be the installation of a temporary gate somewhere along the AOA fence line.

Security ID Badge Control: Contractor must conduct a monthly badge audit with Owner to ensure all active badge holders are still employed. Security and ID Office will provide an Active Badge List upon request. Any requests for badge audit information must be submitted to the Airport Security Coordinator when requested.

Contractor must return badges of Subcontractors to the DOA Security and ID office within three (3) working days of the subcontractors work completion. Contractor shall immediately notify Airport Communications (512) 530-2242 when aware an individual's access authority has been revoked or limited for adverse reasons or termination of employment.

Loss of security items: Loss of any security-related item is a serious incident. All losses will be reported immediately to the Airport Communications (512) 530-2242. The Airport Security Coordinator or representative must approve replacement of any lost security item. Loss or failure to return a security access badge will result in a \$500.00 per badge penalty to be deducted from the contract. Contractor is responsible for replacement costs and any other penalties associated with lost security items.

Federal Aviation Administration (FAA)/ Transportation Security Administration (TSA) Imposed Penalties

FAA or the Department of Homeland Security may impose civil penalties to individuals, companies, and the airport for safety or security violations. Maximum penalties assessed against an individual can be \$50,000 and companies \$400,000. Pursuant with City contract provisions and City of Austin ordinances, Contractor shall be responsible for payment of any civil penalties assessed against the Contractor or Owner due to safety/security program violations committed by the Contractor.

General Requirements
Airport Security Requirements Section 01555

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 01555

ATTACHMENTS:

- #1 ABIA Escort Procedures and Authorization
- #2 Special Escort Notification form
- #3 Core Request form
- #4 Key Request form
- #5 Intellikey Acknowledgement Form - Contractor
- #6 Unescorted Access Authorization form
- #7 Authorized Signatures
- #8 Personal Information form
- #9 Criminal History Records Check/Disqualifying Criminal Offenses statement/form
- #10 Document Verification form
- #11 Privacy Act Notice
- #12 Terms and Conditions
- #13 Acknowledgement of Responsibility, Prohibited Items and Tools in Terminal Concourses and Sterile Areas form
- # 14 ABIA Tool Inventory List
- # 15 ABIA Daily Tool Inventory List
- # 16 ABIA Vehicle Registration LOGO form